BOARD MEETING AGENDA SPECIAL MEETING OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT (CHWD) AUGUST 27, 2024 beginning at 6:00 PM



DISTRICT ADMINISTRATIVE OFFICE 6230 SYLVAN ROAD, CITRUS HEIGHTS, CA

PHONE CALL IN: (253) 205-0468 PHONE MEETING ID: 881 6969 3055

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: https://us06web.zoom.us/j/88169693055

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the General Manager at (916) 725-6873. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

Members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above.

Materials related to an agenda item for an open session of a regular meeting of the Citrus Heights Water District are posted on the Citrus Heights Water District website at www.chwd.org.

CALL TO ORDER:

Upon request, agenda items may be moved to accommodate those in attendance wishing to address that item. Please inform the Chief Board Clerk or Deputy Board Clerk.

ROLL CALL OF DIRECTORS:

PUBLIC COMMENT:

CLOSED SESSION:

CL-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (2 cases)

Government Code, Paragraph (1) of Subdivision (d) of Section 54956.9 *Name of Cases:* Aqueous Film-Forming Foams Product Liability Litigation, Master Docket No. 2:18-mn-2873-RMG; <u>City of Camden, et al. v. BASF Corporation,</u> Civil Action No.: 2:24-cv-03174-RMG; <u>City of Camden et. al. v. Tyco Fire</u> Products LP, Civil Action No.: 2-24-cv-02321-RMG

CL-2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code, section 54957.6 Agency designated representatives: Hilary Straus, General Manager Annie Liu, Director of Administrative Services Teresa Highsmith, Special Counsel Thais Alves, Special Counsel Employee Organization: Unrepresented Employees

CL-3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

a. Pursuant to Section 54956.8:

Property: Parcel Number 233-0440-031-0000

Agency Negotiators: Steve Anderson, Brian Hensley, Rebecca Scott,

Jessica Lomakin, Josh Nelson, Hilary Straus, Annie Liu,

Brittney Moore, Missy Pieri, Carlos Urrutia, Tammy Gordon

Negotiating Parties: DCR 10 CA LLC.

Under Negotiation: Price and Terms of Payment

CL-4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

a. Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-002-0000

Agency Negotiators: Steve Anderson, Brian Hensley, Rebecca Scott,

Jessica Lomakin, Josh Nelson, Hilary Straus, Annie Liu,

Brittney Moore, Missy Pieri, Carlos Urrutia, Tammy Gordon

Negotiating Parties: Ashwani Kumar, Teresita Kumar

Under Negotiation: Price and Terms of Payment

CL-5. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

CHWD v. San Juan Water District, Sacramento Superior Court,

Case No. 24WM000064

CL-6. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 case)

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

August 27, 2024	6:30 PM	Regular Meeting
September 24, 2024	6:30 PM	Regular Meeting
October 22, 2024	6:30 PM	Regular Meeting
November 26, 2024	6:30 PM	Regular Meeting
December 12, 2024	6:30 PM	Regular Meeting

ADJOURNMENT:

CERTIFICATION:

I do hereby declare and certify that this agenda for this Special Meeting of the Board of Directors of the Citrus Heights Water District was posted in a location accessible to the public at the District Administrative Office Building, 6230 Sylvan Road, Citrus Heights, CA 95610 at least 24 hours prior to the special meeting in accordance with Government Code Section 54956.

Dated: August 22, 2024

Brittney Moore, Chief Board Clerk

BOARD MEETING AGENDA REGULAR MEETING OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT (CHWD)

August 27, 2024 beginning at 6:30 PM



DISTRICT ADMINISTRATIVE OFFICE 6230 SYLVAN ROAD, CITRUS HEIGHTS, CA

PHONE CALL IN: (253) 205-0468 PHONE MEETING ID: 881 6969 3055

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: https://us06web.zoom.us/j/88169693055

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Members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above.

Materials related to an agenda item for an open session of a regular meeting of the Citrus Heights Water District are posted on the Citrus Heights Water District website at www.chwd.org.

CALL TO ORDER:

Upon request, agenda items may be moved to accommodate those in attendance wishing to address that item. Please inform the Chief Board Clerk or Deputy Board Clerk.

ROLL CALL OF DIRECTORS:

PLEDGE OF ALLEGIANCE:

VISITORS:

PUBLIC COMMENT:

The Public shall have the opportunity to directly address the Board on any item of interest to the public before or during the Board's consideration of that item pursuant to Government Code Section 54954.3. Public comment on items of interest within the jurisdiction of the Board is welcome. The Presiding Officer will limit comments to three (3) minutes per speaker.

(A) Action Item

(D) Discussion Item

(I) Information Item

CONSENT CALENDAR: (I/A)

All items under the Consent Calendar are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board, Audience, or Staff request a specific item be removed for separate discussion/action before the motion to approve the Consent Calendar.

CC-1a. Minutes of the Special Meeting – May 28, 2024 (A)

CC-1b. Minutes of the Regular Meeting – May 28, 2024 (A)

CC-1c. Minutes of the Special Meeting – June 18, 2024 (A)

CC-1d. Minutes of the Special Meeting – June 20, 2024 (A)

CC-1e. Minutes of the Special Meeting – July 1, 2024 (A)

Recommendation:

Approve the minutes of the May 28, 2024 Special and Regular Meetings, the minutes of the June 18, 2024 Special Meeting, the minutes of the June 20, 2024 Special Meeting, and the minutes of the July 1, 2024 Special Meeting.

- CC-2. Revenue Analysis Report for May, June, and July 2024 (I)
- CC-3. Assessor/Collector's Roll Adjustment for May, June, and July 2024 (I)
- CC-4. Treasurer's Report for May, June, and July 2024 (I)
- CC-5. Treasurer's Report of Fund Balances for May, June, and July 2024 (I)
- CC-6. Operating Budget Analysis for May, June, and July 2024 (I)
- CC-7. Capital Projects Summary for May, June, and July 2024 (I)
- CC-8. Warrants for May, June, and July 2024 (I)
- CC-9. Purchase Card Distributions for May, June, and July 2024 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13a. Operations Department Report for May 2024 (I)
- CC-13b. Operations Department Report for June 2024 (I)
- CC-13c. Operations Department Report for July 2024 (I)
- CC-14. 2024 Water Supply (I)
- CC-15a. Water Supply Reliability for May 2024 (I)
- CC-15b. Water Supply Reliability for June 2024 (I)
- CC-15c. Water Supply Reliability for July 2024 (I)
- CC-16a. Water Efficiency and Safety Program Update for May 2024 (I)
- CC-16b. Water Efficiency and Safety Program Update for June 2024 (I)
- CC-16c. Water Efficiency and Safety Program Update for July 2024 (I)
- CC-17. 2025 Strategic Plan Approval (A)

Recommendation:

Approve the 2025 Strategic Plan, and direct that Strategic Planning Objectives be included in the 2025 proposed budget, which will be considered by the Board of Directors for adoption later in 2024 for the 2025 budget year.

PRESENTATIONS:

P-1. Capital Improvement Program (CIP) Update (I/D)

PUBLIC HEARINGS:

None.

STUDY SESSION:

None.

BUSINESS:

B-1. Annual Comprehensive Financial Report for the Year Ended December 31, 2023 (A)

Recommendation:

Receive and File the District's Annual Comprehensive Financial

Statements for the Year Ended December 31, 2023.

- B-2. Discussion and Possible Action to Approve District Policy Updates and Adopt Resolution 09-2024 Relating to Employer-Employee Organization Relations (A)
 - Recommendations:
 - 1. Approve an increase to Life Insurance Coverage for employees
 - 2. Approve updates to the District's Human Resources Policies (4000 Series)
 - 3. Adopt Resolution 09-2024 Relating to Employer-Employee Organization Relations

MANAGEMENT SERVICES REPORTS (I):

None.

CONSULTANTS' AND LEGAL COUNSEL'S REPORTS (I):

None.

DIRECTOR'S AND REPRESENTATIVE'S REPORTS (I):

- D-1. Regional Water Authority (Sheehan/Straus).
- D-2. Sacramento Groundwater Authority (Sheehan).
- D-3. San Juan Water District (All).
- D-4. Association of California Water Agencies (Riehle/Wheaton).
- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Moore).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Update (Gordon).
- D-8. RWA Legislative and Regulatory Affairs Update (Nunes/Scott/Gordon).
- D-9. Customer Advisory Committee (Riehle/Moore/Gordon).
- D-10. Other Reports.

CLOSED SESSION:

None.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

September 24, 2024	6:30 PM	Regular Meeting
October 22, 2024	6:30 PM	Regular Meeting
November 26, 2024	6:30 PM	Regular Meeting
December 12, 2024	6:30 PM	Regular Meeting

ADJOURNMENT:

CERTIFICATION:

I do hereby declare and certify that this agenda for this Regular Meeting of the Board of Directors of the Citrus Heights Water District was posted in a location accessible to the public at the District Administrative Office Building, 6230 Sylvan Road, Citrus Heights, CA 95610 at least 72 hours prior to the Regular meeting in accordance with Government Code Section 54954.2.

Brittney Moore, Chief Board Clerk

Dated: August 22, 2024

CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS SPECIAL MEETING MINUTES May 28, 2024

The Special Meeting of the Board of Directors was called to order at 6:00 p.m. by President Sheehan. Present were:

Caryl F. Sheehan, President David C. Wheaton Vice President Raymond A. Riehle, Director

Also present were:

Steve Anderson, General Counsel Annie Liu, Director of Administrative Services Brittney Moore, Administrative Services Manager/Chief Board Rebecca Scott, Director of Operations Hilary Straus, General Manager

PUBLIC COMMENT:

None.

President Sheehan adjourned the meeting to Closed Session at 6:00 p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

a. Pursuant to Section 54956.8:

Property: Parcel Number 261-0010-054-0000

Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson,

Hilary Straus, Annie Liu, Steve Anderson, Brittney Moore

Negotiating Parties: Winter Water LLC

Under Negotiation: Price and Terms of Payment

b. Pursuant to Section 54956.8:

Property: Parcel Number 261-0010-051-0000

Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson,

Hilary Straus, Annie Liu, Steve Anderson, Brittney Moore

Negotiating Parties: Winter Water LLC

Under Negotiation: Price and Terms of Payment

Director Riehle recused himself from participating in the discussion related to item CL-1 due to a potential conflict of interest based on his interest in real property near the property under discussion.

No reportable action.

CL-2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 case)

No reportable action.

CL-3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code, section 54956.9(d)(1)

Name of case: Citrus Heights Water District, et al. v. San Juan Water District, et al., Sacramento Superior Court Case No. 24WM000064

No reportable action.

President Sheehan adjourned the meeting to open session at 6:33 p.m.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 6:33	1
APPROVED:	

BRITTNEY C. MOORE
Chief Board Clerk
Citrus Heights Water District
CARYL F. SHEEHAN, President
Board of Directors
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS REGULAR MEETING MINUTES May 28, 2024

The Regular Meeting of the Board of Directors was called to order at 6:33 p.m. by President Sheehan and roll was called. Present were:

Caryl F. Sheehan, President David C. Wheaton, Vice President Raymond A. Riehle, Director

Also Present:

Steve Anderson. General Counsel
Al Johnson, Strategic Advisor
Todd Jordan, Principal Civil Engineer
Tim Katkanov, Engineering/GIS Technician
Annie Liu, Director of Administrative Services
Brittney Moore, Administrative Services Manager/Chief Board Clerk
Jace Nunes, Management Analyst
Melissa Pieri, Director of Engineering/District Engineer
Rebecca Scott, Director of Operations
Ali Shafaq, Associate Civil Engineer
Kayleigh Shepard, Management Analyst/Deputy Board Clerk
Michael Shorter, Accounting Manager
Hilary Straus, General Manager
Andrew Tran, Information Technology Manager

VISITORS:

Sarah Boddy, Woodside Elementary School Paul Dietrich, Resident Anna Feygin, Woodside Elementary School Leah Hernandez, Woodside Elementary School Angelo Johnson, Trajan Elementary School Andre Powe, Del Campo High School

PLEDGE OF ALLEGIANCE:

President Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

CC-1a. Minutes of the Special Meeting – April 23, 2024 (A)

- CC-1b. Minutes of the Regular Meeting April 23, 2024 (A)
- CC-1c. Minutes of the Special Meeting May 13, 2024 (A)

Recommendation:

Approve the minutes of the April 23, 2024 Special and Regular Meetings and the minutes of the May 13, 2024 Special Meeting.

- CC-2. Revenue Analysis Report for April 2024 (I)
- CC-3. Assessor/Collector's Roll Adjustment for April 2024 (I)
- CC-4. Treasurer's Report for April 2024 (I)
- CC-5. Treasurer's Report of Fund Balances for April 2024 (I)
- CC-6. Operating Budget Analysis for April 2024 (I)
- CC-7. Capital Projects Summary for April 2024 (I)
- CC-8. Warrants for April 2024 (I)
- CC-9. Purchase Card Distributions for April 2024 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2024 Water Supply (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. 2024 Strategic Plan Update (I/D)

Recommendation:

Receive and file an update of the 2024 Strategic Plan.

CC-18. Professional Services Agreement with A.N.G. Audio Visual Services, Inc. (A)

Recommendation:

Approve the professional services agreement with A.N.G. Audio Visual Services, Inc. and authorize the General Manager to execute the agreement and subsequent task orders.

CC-19. Discussion and Possible Action to Approve a Master Services Agreement for Architectural and Supplementary Support Services with 19six Architects (A)

Recommendation:

Approve the professional services agreement with 19six Architects and authorize the General Manager to execute the agreement.

CC-20. Discussion and Possible Action to Adopt Resolution 05-2024 Approving and Confirming the Report of Delinquent Utilities Charges and Requesting Sacramento County to Collect Such Charges on the Tax Roll and Resolution 06-2024 Approving and Confirming the Report of Delinquent Utilities Charges and Requesting Placer County to Collect Such Charges on the Tax Roll (A)

Recommendation:

Adopt Resolution 05-2024 (Sacramento County) and 06-2024 (Placer County) approving and confirming the Report of Delinquent Utilities Charges and requesting the respective county to place such charges on the respective tax roll.

CC-21. Discussion and Possible Action to Reject All Bids for The Admin Re-roof Project and Award a Contract to Cobex Construction Group Recommendation:

Reject all bids for the project and award a contract in the amount of \$36,477.00 to Cobex Construction Group for the project (A)

ACTION:

Vice President Wheaton moved, and Director Riehle seconded the motion to approve the consent calendar.

The motion carried 3-0 with all Directors voting yes.

PRESENTATIONS:

- P-1. Water Poster Contest Presentation (I/D)
- P-2. Certificate of completion for High School Intern (I/D)

PUBLIC HEARINGS:

None.

STUDY SESSION:

S-1. Water System Master Plan (I/D).

BUSINESS:

None.

MANAGEMENT SERVICES REPORTS (I):

None.

CONSULTANTS' AND LEGAL COUNSEL'S REPORTS (I):

None.

DIRECTOR'S AND REPRESENTATIVE'S REPORTS (I):

- D-1. Regional Water Authority (Sheehan/Straus).
- D-2. Sacramento Groundwater Authority (Sheehan).
- D-3. San Juan Water District (All).
- D-4. Association of California Water Agencies (Riehle/Wheaton).
- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Moore).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Update (Riehle).
- D-8. RWA Legislative and Regulatory Affairs Update (Nunes/Scott).
- D-9. Customer Advisory Committee (Riehle/Moore).
- D-10. Other Reports.

CLOSED SESSION:

None.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:17 p.m.

APPROVED:	
BRITTNEY C. MOORE	CARYL F. SHEEHAN, President
Chief Board Clerk	Board of Directors
Citrus Heights Water District	Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS SPECIAL MEETING MINUTES June 18, 2024

The Special Meeting of the Board of Directors was called to order at 6:09 p.m. by President Sheehan. Present were:

Caryl F. Sheehan, President David C. Wheaton Vice President Raymond A. Riehle, Director

Staff:

Steve Anderson, General Counsel

Tim Cutler, Water Distribution Supervisor

Kelly Drake, Water Efficiency Supervisor

Brian Hensley, Water Resources Supervisor

Todd Jordan, Principal Civil Engineer

Annie Liu, Director of Administrative Services

Jace Nunes, Management Analyst

Melissa Pieri, Director of Engineering

Rebecca Scott, Director of Operations

Kayleigh Shepard, Management Analyst/Deputy Board Clerk

Hilary Straus, General Manager

Andrew Tran, Information Technology Manager

Hogai Zalmai, Senior Accountant

Laura Mason-Smith, Facilitator

Customer Advisory Committee Members:

Jodi Ash

Julie Beyers

Regina Cave

Janet Hogan

Andrew Johnson

Richard Moses

Michael Nishimura

Nanette Wheeler-Carter

VISITORS:

Sophia Rome, City of Salinas

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

CC-1. Discussion and Possible Action to Call for a November 5, 2024 Election (A)

Recommendation:

Adopt Resolution 07-2024 calling for a November 5, 2024 election of a Director for a regular 4-year term in Division one.

CC-2. Discussion and Possible Action to Approve Policy 4950.00 Workplace Violence Prevention and Adopt Resolution 08-2024 Adopting a Workplace Violence Prevention Program (A)

Recommendation:

Approve Policy 4950.00 Workplace Violence Prevention and Adopt Resolution 08-2024 Adopting a Workplace Violence Prevention Program.

ACTION:

Vice President Wheaton moved, and Director Riehle seconded the motion to approve the consent calendar.

The motion carried 3-0 with all Directors voting yes.

BUSINESS:

B-1. Strategic Planning Session defining Goals and Objectives for the District (I/D)

DIRECTOR'S AND REPRESENTATIVE'S REPORTS (I):

D-1. Other Reports

Citrus Heights Water District

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:41 p.m.

Citrus Heights Water District

APPROVED:	
BRITTNEY C. MOORE Chief Board Clerk	CARYL F. SHEEHAN, President Board of Directors

CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS SPECIAL MEETING MINUTES June 20, 2024

The Special Meeting of the Board of Directors was called to order at 5:45 p.m. by President Sheehan. Present were:

Caryl F. Sheehan, President David C. Wheaton Vice President Raymond A. Riehle, Director

Staff:

Annie Liu, Director of Administrative Services
Jessica Lomakin, Special Counsel, BBK
Brittney Moore, Administrative Services Manager/Chief Board Clerk
Josh Nelson, Assistant General Counsel
Hilary Straus, General Manager
Carlos Urrutia, Strategic Advisor

VISITORS:

None.

PUBLIC COMMENT:

None.

President Sheehan adjourned the meeting to Closed session at 5:45 p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

a. Pursuant to Section 54956.8:

Property: Parcel Number 233-0440-031-0000

Agency Negotiators: Brian Hensley, Rebecca Scott, Jessica Lomakin, Josh Nelson, Hilary Straus, Annie Liu, Brittney Moore, Missy Pieri, Carlos

Urrutia

Negotiating Parties: DCR 10 CA LLC.

Under Negotiation: Price and Terms of Payment

No reportable action.

President Sheehan adjourned the meeting to open session at 7:23 p.m.

ADJ<u>OURNMENT</u>:

There being no other business to come before the Board, the meeting was adjourned at 7:23 p.m.

APPROVED:

BRITTNEY C. MOORE Chief Board Clerk Citrus Heights Water District CARYL F. SHEEHAN, President Board of Directors Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS SPECIAL MEETING MINUTES July 1, 2024

The Special Meeting of the Board of Directors was called to order at 6:00 p.m. by President Sheehan and roll was called. Present were:

Caryl F. Sheehan, President David C. Wheaton Vice President Raymond A. Riehle, Director

Staff:

Steve Anderson, General Counsel
Annie Liu, Director of Administrative Services
Brittney Moore, Administrative Services Manager/Chief Board Clerk
Josh Nelson, Assistant General Counsel
Rebecca Scott, Director of Operations
Hilary Straus, General Manager
Carlos Urrutia, Strategic Advisor

VISITORS:

None.

PLEDGE OF ALLEGIANCE:

President Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

BUSINESS:

B-1. Award of a Contract for 2024/25 On-Call Concrete Restoration Services (A)

ACTION:

Vice President Wheaton moved, and Director Riehle seconded a motion to Approve the accompanying contract with B&M Builders for 2024/25 On-Call Concrete Restoration Services throughout the District service area for the amount of \$29.00 per square foot for concrete flatwork restoration and \$85.00 per linear foot of concrete curb and gutter restoration; and authorized the General Manager to execute the agreement.

The motion carried 3-0 with all Directors voting yes.

DIRECTOR'S AND REPRESENTATIVE'S REPORTS (I):

- D-1. Regional Water Authority (Sheehan/Straus).
- D-2. Sacramento Groundwater Authority (Sheehan).
- D-3. San Juan Water District (All).
- D-4. Association of California Water Agencies (Riehle/Wheaton).
- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Moore).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Update (Riehle).
- D-8. RWA Legislative and Regulatory Affairs Update (Nunes/Scott).

D-9. Customer Advisory Committee (Riehle/Moore). D-10. Other Reports.

President Sheehan adjourned the meeting to Closed session at 6:36 p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

a. Pursuant to Section 54956.8:

Property: Parcel Number 261-0010-054-0000

Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Hilary

Straus, Annie Liu, Steve Anderson, Brittney Moore

Negotiating Parties: Winter Water LLC

Under Negotiation: Price and Terms of Payment

b. Pursuant to Section 54956.8:

Property: Parcel Number 261-0010-051-0000

Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Hilary

Straus, Annie Liu, Steve Anderson, Brittney Moore

Negotiating Parties: Winter Water LLC

Under Negotiation: Price and Terms of Payment

Director Riehle recused himself from participating in the discussion related to item CL-1 due to a potential conflict of interest based on his interest in real property near the property under discussion.

No reportable action.

CL-2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code, section 54956.9(d)(1)

Name of case: Citrus Heights Water District, et al. v. San Juan Water District, et al., Sacramento Superior Court Case No. 24WM000064

No reportable action.

CL-3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of Litigation pursuant to Government Code, section 54956.9(d)(4): (1 case)

No reportable action.

President Sheehan adjourned the meeting to open session at 7:15 p.m.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 7:15 p.m.

APPROVED:

BRITTNEY C. MOORE Chief Board Clerk Citrus Heights Water District CARYL F. SHEEHAN, President Board of Directors Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT May 2024 REVENUE ANALYSIS

Outstanding Receivables

Total Cur	rent 31-90	91-150 >150	Unapplied Current
1,078,402	858,616 117,92	28 64,918 185,377	148,436

General Ledger Balance	Total
Outstanding A/R	1,180,395.72
Outstanding Liens	0.00
Outstanding Grants	740
A/R Other	0
Less Unapplied Payments	(145,409)
Total	\$ 1,035,727
D	oiff \$ (42,675)

CITRUS HEIGHTS WATER DISTRICT ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR May 31, 2024

LID	CID	Charge Type	Trans.Date	Reason For Cancellation	Amount
20637	39218	5/7/2024	DEFAULT	ONE TIME COURTESY	6.21
20553	25893	5/7/2024	DEFAULT	ONE TIME COURTESY	6.45
11386	35925	5/14/2024	DEFAULT	ONE TIME COURTESY	6.22
3827	3501	5/21/2024	DEFAULT	ONE TIME COURTESY	6.07
8637	14676	5/21/2024	DEFAULT	ONE TIME COURTESY	7.83
6923	6191	5/7/2024	DEPOSIT	VOID - SUPERVISOR APPROVED REMOVED DEPOSIT REQUIREMENT	224.00
2593	2361	5/7/2024	DEFAULT	ONE TIME COURTESY	5.83

To: Citrus Heights Water District Board of Directors

Re: Citrus Heights Water District Investment Portfolio Report for May 2024

The attached Investment Report for May 2024 is submitted in accordance with the Citrus Heights Water District (District)'s Investment Policy. All investments are in compliance with the policy.

The Investment Report lists all short- term, mid-term and long-term investments held at the conclusion of business on the final day of the month. The combined cash and investments in the District's treasury total \$30,311,781 with \$9,643,584 under the management of the Local Agency Investment Fund, California Asset Management Program, Money Market Funds and BMO Bank.

Investments with original cost of \$20,668,198 are selected based on criteria contained in the District's Investment Policy, which emphasized safety, liquidity, yield, and diversification. The core investments are marked to market daily based on a current market price determined by U.S. Bancorp Investments. The aggregate investment portfolio and holdings are included in the Investment Report.

The Investment Report demonstrates that sufficient liquidity is available to meet anticipated expenditures during the next six months.

Respectfully submitted,

Annie Y. Liu

Director of Administrative Services/Treasurer

TREASURER'S REPORT TO THE BOARD OF DIRECTORS For May 31, 2024

Summary of Funds

Fund Name	Par Amount	Book Value	Original Cost	Market Value
BMO Checking Plus Money Market Funds	3,177,000	3,177,000	3,177,000	3,177,000
Local Agency Investment Fund (LAIF)	699,445	699,445	699,445	699,445
California Asset Management Program (CAMP)	5,767,139	5,767,139	5,767,139	5,767,139
CHWD Investment CORE	21,004,996	20,668,198	20,519,311	20,556,878
Total	30,648,579	30,311,781	30,162,895	30,200,461

TREASURER'S REPORT TO THE BOARD OF DIRECTORS

Funds Reconciliation

BMO Beginning Balance 5/1/2024			\$3,265,989
RECEIPTS/TRANSFERS:			
Receipts	1,827,862		
		1,827,862	
DISBURSEMENTS/TRANSFERS:			
Checks Issued / ACH Payments	1,428,662		
Returned Checks	2,140		
Bank fees	12,059		
COP Payment Adj			
Payroll	473,990		
		1,916,852	(88,990)
Balance Per Bank 05/31/2024			\$ 3,177,000
Outstanding Charles			100 420
Outstanding Checks			180,439
Deposit in Transit			166,479
Balance Per Books 05/31/2024			\$3,163,040
RECONCILEMENT:			
BMO Checking Plus Money Market Funds			3,177,000
BMO Checking			0
CAMP Pool Account			5,767,139
Local Agency Investment Fund			699,445
TOTAL LIQUIDY BALANCE			\$9,643,584
CACH O INVESTMENT CHAMAA DV			
CASH & INVESTMENT SUMMARY: CHWD-Liquidity			0.642.594
• •			9,643,584
CHWD-Investment Core			20,668,198
Total			\$ 30,311,781
- Avoiku		HUNAN	
ANNIE Y. LIU	<u> </u>	HILARY M. ST	RAUS
Treasurer		Secretary	

Signed: 5/31/2024



Monthly Investment Report Citrus Heights Water District

Compliance Report

GPA

Citrus Heights Water District | Total Aggregate Portfolio

July 31, 2024

Category

Policy Diversification Constraint	Policy Limit	Actual Value*	Status
US Treasury Obligations Maximum % of Holdings	100.000	16.443	Compliant
US Agency Securities Maximum % holdings	100.000	26.611	Compliant
Supranationals - Issuer is IADB, IBRD, or IFC	0.000	0.000	Compliant
Supranationals Maximum % of Holdings	30.000	5.561	Compliant
Municipal Bonds - Other States Outside of CA	25.000	1.199	Compliant
Municipal Bonds - Other States Outside of CA Issuer Concentration	10.000	1.199	Compliant
Municipal Bonds - State of California	25.000	0.491	Compliant
Municipal Bonds - State of California Issuer Concentration	10.000	0.491	Compliant
Municipal Bonds CA Entities Issuer Concentration	10.000	0.735	Compliant
Municipal Bonds CA Entities Max. % of Holdings	30.000	2.911	Compliant
Mortgages, CMOs and Asset Backed Securities Maximum % of Holdings	20.000	4.859	Compliant
Corporate Notes & Commercial Paper Single Issuer %	10.000	1.634	Compliant
Corporate Notes Maximum % of Holdings	30.000	10.027	Compliant
Corporate Notes must be Issued by US Corporation	0.000	0.000	Compliant
Commercial Paper Issued and Operating in the US	0.000	0.000	Compliant
Commercial Paper Maximum % of Holdings	25.000	0.000	Compliant
Negotiable CDs Issuer Concentration	10.000	0.000	Compliant
Negotiable CDs Maximum % of Holdings	30.000	0.000	Compliant
Banker's Acceptance Issuer Concentration	30.000	0.000	Compliant
Banker's Acceptance Maximum % of Holdings	40.000	0.000	Compliant
Money Market Issuer Concentration	10.000	4.820	Compliant
Money Market Maximum % of Holdings	20.000	4.844	Compliant
LGIP Maximum % of Holdings	100.000	2.282	Compliant

GPA Investment Report

¹⁾ Actual values are based on market value.

²⁾ The compliance report allows for resolutions to be documented if an actual value exceeds a limit. The specific resolution can be found on the client portal site.

Compliance Report

GP July 31, 2024

Citrus Heights Water District | Total Aggregate Portfolio

Category

Policy Maturity Structure Constraint	Policy Limit	Actual %	Status
Maturity Constraints Under 5 years Minimum % of Total Portfolio	100.000	100.000	Compliant
Policy Maturity Constraint	Policy Limit	Actual Term	Status
US Treasury Maximum Maturity At Time of Purchase (years)	5.000	5.000	Compliant
US Agency Maximum Maturity At Time of Purchase (years)	5.000	4.992	Compliant
Supranationals Maximum Maturity At Time of Purchase (years)	5.000	4.943	Compliant
Municipals Maximum Maturity At Time of Purchase (years)	5.000	4.995	Compliant
Mortgages, CMOs and Asset Backed Securities Maximum Maturity At Time of Purchase (years)	5.000	4.565	Compliant
Corporate Maximum Maturity At Time of Purchase (years)	5.000	4.995	Compliant
Commercial Paper Days to Final Maturity (days)	270.000	0.000	Compliant
Negotiable CDs Maximum Maturity At Time of Purchase (years)	1.000	0.000	Compliant
Banker's Acceptance Maximum Maturity At Time of Purchase (days)	180.000	0.000	Compliant
Repurchase Agreements Maximum Maturity At Time of Purchase (days)	365.000	0.000	Compliant
Policy Credit Constraint			Status
Supranationals Ratings AA-/Aa3/AA- or better (Rated by 1 NRSRO)			Compliant
Municipal Bonds Ratings Minimum AA-/Aa3/AA- (Rated by 1 NRSRO)			Compliant
Mortgages, CMOs and Asset Backed Securities Minimum Credit Rating AA/Aa3/AA (Rated by 1 NRSRO)			Compliant
Corporate Notes Ratings Minimum A-/A-/A3 (Rated by 1 NRSRO)			Compliant
Commercial Paper Ratings Minimum A1/P1/F1 (Rated by 1 NRSRO)			Compliant
Commercial Paper Minimum Long Term Rating A-/A3/A- (Rated by 1 NRSRO)			Compliant
Banker's Acceptance Ratings Minimum A-/A3/A- (Rated by 1 NRSRO)			Compliant
Money Market Ratings Minimum AAA/Aaa/AAA (Rated by 1 NRSRO)			Compliant

GPA Investment Report

¹⁾ Actual values are based on market value.

²⁾ The compliance report allows for resolutions to be documented if an actual value exceeds a limit. The specific resolution can be found on the client portal site.

Summary Overview

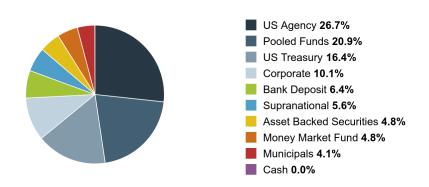
Citrus Heights Water District | Total Aggregate Portfolio



Portfolio Characteristics

Investments 21,153,60 Book Yield 4. Market Yield 4. Effective Duration Years to Maturity	Metric	Value
Book Yield 4. Market Yield 4. Effective Duration Years to Maturity	Cash and Cash Equivalents	10,038,094.53
Market Yield 4. Effective Duration Years to Maturity	Investments	21,153,608.50
Effective Duration Years to Maturity	Book Yield	4.58%
Years to Maturity	Market Yield	4.73%
	Effective Duration	1.44
	Years to Maturity	1.64
Avg Credit Rating	Avg Credit Rating	AAA

Allocation by Asset Class



Strategic Structure

Account	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain (Loss)	Accrued	Yield at Cost	Effective Duration	Benchmark Duration	Benchmark
CHWD-Investment Core	21,189,914.60	20,839,789.92	20,683,523.62	20,962,970.02	123,180.09	198,353.98	4.74%	2.13	2.12	ICE BofA 0-5 Year US Treasury Index
CHWD-Liquidity	10,030,379.04	10,030,379.04	10,030,379.04	10,030,379.04	0.00	0.00	4.24%	0.01	0.09	ICE BofA US 1-Month Treasury Bill Index
Total	31,220,293.64	30,870,168.96	30,713,902.66	30,993,349.06	123,180.09	198,353.98	4.58%	1.44		

GPA Investment Report 5



CHWD Holdings Report As of 07/31/2024

CHWD_Total Portfolio (354503)

Dated: 08/15/2024

Identifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain/Loss	Accrued Balance	Book Yield	GPA Effective Duration, Years to Final Maturity
CAL_CAMP	California Asset Management Program	07/31/2024	5,819,469.75	5,819,469.75	5,819,469.75	5,819,469.75	0.00	0.00	5.430	0.010 0.000
CAL_LGIP	CALIFORNIA LAIF	07/31/2024	707,329.08	707,329.08	707,329.08	707,329.08	0.00	0.00	4.516	0.010 0.000
60934N104	FEDERATED HRMS GV O INST	07/31/2024	1,494,026.13	1,494,026.13	1,494,026.13	1,494,026.13	0.00	0.00	5.200	0.000 0.000
CHWD_BMO_DE	BMO Deposit	07/31/2024	2,009,554.08	2,009,554.08	2,009,554.08	2,009,554.08	0.00	0.00	0.000	0.010 0.000
31846V203	FIRST AMER:GVT OBLG Y	07/31/2024	7,334.60	7,334.60	7,334.60	7,334.60	0.00	0.00	4.920	0.000 0.000
CCYUSD	Receivable	07/31/2024	380.89	380.89	380.89	380.89	0.00	0.00	0.000	0.000 0.000
3133EPDE2	FEDERAL FARM CREDIT BANKS FUNDING CORP	09/09/2024	400,000.00	400,037.24	400,424.00	399,900.00	-137.24	8,480.56	5.276	0.105 0.110
3133EPVK8	FEDERAL FARM CREDIT BANKS FUNDING CORP	10/02/2024	400,000.00	399,878.88	399,244.00	399,840.00	-38.88	6,941.67	5.440	0.168 0.172
91282CFX4	UNITED STATES TREASURY	11/30/2024	450,000.00	448,700.19	445,746.09	448,929.00	228.81	3,430.33	5.407	0.328 0.334
3130ATUR6	FEDERAL HOME LOAN BANKS	12/13/2024	350,000.00	349,365.13	347,474.75	349,223.00	-142.13	2,158.33	5.144	0.360 0.370
91282CDS7	UNITED STATES TREASURY	01/15/2025	400,000.00	392,701.01	378,015.63	392,888.00	186.99	207.88	5.330	0.446 0.460
3130AV7L0	FEDERAL HOME LOAN BANKS	02/28/2025	300,000.00	300,033.91	300,099.00	300,165.00	131.09	6,375.00	4.975	0.549 0.580
3130AUZC1	FEDERAL HOME LOAN BANKS	03/14/2025	350,000.00	349,053.42	347,480.00	349,324.50	271.08	6,160.24	5.083	0.593 0.619
3135G03U5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	04/22/2025	350,000.00	339,304.85	324,558.50	339,286.50	-18.35	601.56	5.093	0.706 0.726
02582JJT8	AMXCA 2022-2 A	05/15/2025	200,000.00	197,266.42	193,437.50	197,244.00	-22.42	301.33	5.277	0.761 0.789
254683CS2	DCENT 2022-2 A	05/15/2025	200,000.00	196,461.31	192,750.00	197,120.00	658.69	295.11	5.747	0.761 0.789
912828XB1	UNITED STATES TREASURY	05/15/2025	400,000.00	390,937.68	380,328.13	391,524.00	586.32	1,801.63	5.171	0.767 0.789
3133EPNB7	FEDERAL FARM CREDIT BANKS FUNDING CORP	06/20/2025	300,000.00	299,489.44	298,854.00	299,514.00	24.56	1,580.21	4.829	0.854 0.887
3133EPRS6	FEDERAL FARM CREDIT BANKS FUNDING CORP	07/28/2025	350,000.00	349,250.87	348,539.10	350,346.50	1,095.63	142.19	5.103	0.957 0.991
06428CAC8	BANK OF AMERICA NA	08/18/2025	250,000.00	249,978.92	249,960.00	251,702.50	1,723.58	6,395.49	5.658	0.910 1.049
89236TKZ7	TOYOTA MOTOR CREDIT CORP	09/11/2025	200,000.00	200,272.15	200,490.00	201,634.00	1,361.85	4,355.56	5.469	1.046 1.115
91282CFK2	UNITED STATES TREASURY	09/15/2025	300,000.00	296,362.59	292,769.53	296,238.00	-124.59	3,966.03	4.649	1.074 1.126
17325FBA5	CITIBANK NA	09/29/2025	250,000.00	249,902.45	249,832.50	252,400.00	2,497.55	4,968.11	5.900	1.023 1.164
14041NGB1	COMET 2022-3 A	10/15/2025	200,000.00	199,559.09	199,156.25	199,852.00	292.91	440.00	5.200	1.144 1.208
3133EPMB8	FEDERAL FARM CREDIT BANKS FUNDING CORP	12/08/2025	300,000.00	298,119.06	296,577.00	298,362.00	242.94	1,821.88	4.621	1.293 1.356
89115A2K7	TORONTO-DOMINION BANK	01/09/2026	200,000.00	199,223.99	198,656.00	200,730.00	1,506.01	623.70	5.395	1.369 1.444
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP	01/22/2026	500,000.00	498,354.71	497,790.00	497,085.00	-1,269.71	515.63	4.360	1.413 1.479
91282CGL9	UNITED STATES TREASURY	02/15/2026	350,000.00	346,470.36	344,175.78	347,606.00	1,135.64	6,461.54	4.702	1.450 1.545
3133EPNV3	FEDERAL FARM CREDIT BANKS FUNDING CORP	03/30/2026	300,000.00	299,447.72	299,085.00	299,874.00	426.28	4,411.46	4.496	1.569 1.663
3133EPPR0	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/10/2026	400,000.00	399,412.31	399,045.60	401,448.00	2,035.69	5,704.17	4.721	1.590 1.693



CHWD Holdings Report As of 07/31/2024

CHWD_Total Portfolio (354503)

As of 07/31/2024 Dated: 08/15/2024

dentifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized	Accrued Balance	Book Yield	GPA Effective Duration, Years to Final Maturity
4913UAA8	CATERPILLAR FINANCIAL SERVICES	05/15/2026	150,000.00	148,934.78	148,278.00	149,320.50	Gain/Loss 385.72	1,377.50	4.779	1.687 1.789
133EPUD5	FEDERAL FARM CREDIT BANKS FUNDING CORP	05/28/2026	300,000.00	299,444.02	299,160.60	301,929.00	2,484.98	2,493.75	4.863	1.719 1.824
4422EWX3	JOHN DEERE CAPITAL CORP	06/08/2026	150,000.00	149,992.48	149,988.00	150,376.50	384.02	1,048.96	4.752	1.744 1.854
9239KAC5	TAOT 2022-A A3	06/15/2026	102,999.23	100,467.70	99,140.78	101,159.66	691.96	56.31	5.555	0.410 1.873
133EPNG6	FEDERAL FARM CREDIT BANKS FUNDING CORP	06/23/2026	300,000.00	299,797.62	299,679.00	300,276.00	478.38	1,385.42	4.413	1.792 1.895
133EPQC2	FEDERAL FARM CREDIT BANKS FUNDING CORP	07/17/2026	250,000.00	249,731.79	249,595.25	251,360.00	1,628.21	449.65	4.684	1.854 1.961
8016FZZ0	ROYAL BANK OF CANADA	07/20/2026	150,000.00	149,735.66	149,596.50	151,294.50	1,558.84	238.33	5.298	1.851 1.969
6051GLA5	BANK OF AMERICA CORP	07/22/2026	150,000.00	148,952.59	147,766.50	149,251.50	298.91	181.01	5.363	0.938 1.975
97272RN3	SAN DIEGO CALIF CMNTY COLLEGE DIST	08/01/2026	145,000.00	136,265.94	131,719.45	136,678.45	412.51	1,047.63	4.718	1.920 2.003
4988J6D4	WELLS FARGO BANK NA	08/07/2026	250,000.00	249,936.09	249,905.00	253,355.00	3,418.91	6,585.42	5.464	1.772 2.019
133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/14/2026	350,000.00	349,819.03	349,733.30	351,946.00	2,126.97	7,306.25	4.527	1.889 2.038
4533YAE0	FORDO 2020-C A4	08/15/2026	196,273.00	188,980.63	185,324.65	192,732.23	3,751.60	44.49	4.876	0.399 2.041
130AWTQ3	FEDERAL HOME LOAN BANKS	09/11/2026	350,000.00	348,691.93	348,110.00	352,257.50	3,565.57	6,295.14	4.814	1.959 2.115
8016EZZ3	ROYAL BANK OF CANADA	11/02/2026	200,000.00	184,791.95	177,770.00	185,984.00	1,192.05	692.22	5.114	2.166 2.257
3067WRD6	CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/01/2026	165,000.00	150,568.16	145,063.05	152,169.60	1,601.44	253.00	5.028	2.259 2.337
7325FBC1	CITIBANK NA	12/04/2026	250,000.00	253,208.77	254,080.00	253,880.00	671.23	2,172.33	4.872	2.091 2.345
1282CJT9	UNITED STATES TREASURY	01/15/2027	500,000.00	498,558.93	498,261.72	498,065.00	-493.93	923.91	4.125	2.312 2.460
12828Z78	UNITED STATES TREASURY	01/31/2027	375,000.00	349,778.62	339,667.97	351,693.75	1,915.13	15.29	4.438	2.412 2.504
1282CKE0	UNITED STATES TREASURY	03/15/2027	500,000.00	500,058.53	500,058.59	501,600.00	1,541.47	8,026.49	4.244	2.424 2.621
133ENVD9	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/26/2027	350,000.00	335,638.18	330,400.00	338,593.50	2,955.32	2,655.38	4.522	2.576 2.736
1412HFP3	UNIVERSITY CALIF REVS	05/15/2027	200,000.00	184,289.89	178,080.00	183,858.00	-431.89	576.76	4.469	2.676 2.789
1282CEW7	UNITED STATES TREASURY	06/30/2027	300,000.00	292,541.06	289,699.22	293,367.00	825.94	847.83	4.187	2.741 2.914
994082A6	SAN RAMON VALLEY CALIF UNI SCH DIST	08/01/2027	250,000.00	226,333.81	218,142.50	227,675.00	1,341.19	1,480.00	4.688	2.871 3.003
99038NS9	SAN MATEO CNTY CALIF CMNTY COLLEGE DIST	09/01/2027	220,000.00	199,924.12	192,810.20	201,955.60	2,031.48	1,344.75	4.768	2.939 3.088
5480BAD9	NAROT 2021-A A4	09/15/2027	200,000.00	187,651.39	183,296.88	193,080.00	5,428.61	50.67	5.002	0.848 3.126
1282CFM8	UNITED STATES TREASURY	09/30/2027	300,000.00	299,652.94	299,531.25	300,786.00	1,133.06	4,158.81	4.164	2.903 3.167
19792DB9	HAWAII ST	10/01/2027	200,000.00	193,360.79	191,052.00	194,350.00	989.21	2,233.33	4.514	2.497 3.170
9236TKL8	TOYOTA MOTOR CREDIT CORP	11/10/2027	150,000.00	152,618.03	153,498.00	154,273.50	1,655.47	1,839.38	4.850	2.947 3.279
2663JAC5	CNH 2022-B A3	11/15/2027	227,926.88	223,247.86	221,747.93	224,936.48	1,688.62	394.06	5.368	0.864 3.293
23135CP9	AMAZON.COM INC	12/01/2027	150,000.00	149,683.16	149,578.50	150,901.50	1,218.34	1,137.50	4.620	2.984 3.337



As of 07/31/2024

CHWD Holdings Report

CHWD_Total Portfolio (354503)

Dated: 08/15/2024

Identifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain/Loss	Accrued Balance	Book Yield	GPA Effective Duration Years to Final Maturity
142921AD7	CARMX 2032-2 A3	01/18/2028	200,000.00	199,460.50	199,289.06	199,982.00	521.50	448.89	5.252	1.369 3.468
24422EWR6	JOHN DEERE CAPITAL CORP	01/20/2028	150,000.00	150,084.26	150,111.00	151,425.00	1,340.74	217.71	4.731	3.166 3.474
3133EPAV7	FEDERAL FARM CREDIT BANKS FUNDING CORP	02/14/2028	250,000.00	247,770.90	247,082.50	248,765.00	994.10	4,493.92	4.154	3.214 3.542
931142FB4	WALMART INC	04/15/2028	150,000.00	147,750.78	147,082.50	148,515.00	764.22	1,722.50	4.352	3.331 3.709
46647PDA1	JPMORGAN CHASE & CO	04/26/2028	150,000.00	146,286.37	144,790.50	148,152.00	1,865.63	1,711.19	5.145	2.520 3.739
91282CCE9	UNITED STATES TREASURY	05/31/2028	300,000.00	270,809.74	262,359.38	271,008.00	198.26	635.25	4.082	3.668 3.835
3130AWN63	FEDERAL HOME LOAN BANKS	06/30/2028	300,000.00	299,161.08	298,938.00	302,283.00	3,121.92	1,033.33	4.080	3.586 3.917
89115A2U5	TORONTO-DOMINION BANK	07/17/2028	150,000.00	150,967.43	151,221.00	154,413.00	3,445.57	322.18	5.335	3.528 3.964
419792YT7	HAWAII ST	08/01/2028	200,000.00	175,415.17	169,290.00	177,402.00	1,986.83	1,145.00	4.623	3.809 4.003
459058KW2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	08/01/2028	500,000.00	508,583.15	509,670.00	510,285.00	1,701.85	11,562.50	4.150	3.547 4.003
3133EPUN3	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/28/2028	350,000.00	351,990.12	352,439.50	355,806.50	3,816.38	6,693.75	4.328	3.629 4.077
45950VSM9	INTERNATIONAL FINANCE CORP	11/27/2028	250,000.00	254,302.18	254,912.50	254,427.50	125.32	2,000.00	4.056	3.872 4.326
3130AXQK7	FEDERAL HOME LOAN BANKS	12/08/2028	500,000.00	513,230.59	514,770.00	514,790.00	1,559.41	3,496.53	4.071	3.886 4.356
91282CDW8	UNITED STATES TREASURY	01/31/2029	425,000.00	386,398.45	382,101.56	386,652.25	253.80	20.21	3.997	4.254 4.504
4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK	02/15/2029	450,000.00	448,001.07	447,825.15	451,854.00	3,852.93	9,332.81	4.233	4.021 4.545
45950VSZ0	INTERNATIONAL FINANCE CORP	03/27/2029	500,000.00	491,267.03	490,789.00	507,090.00	15,822.97	7,534.72	4.800	4.121 4.654
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/30/2029	625,000.00	633,418.97	633,768.75	645,187.50	11,768.53	7,504.34	4.430	4.185 4.747
91282CES6	UNITED STATES TREASURY	05/31/2029	650,000.00	604,936.46	604,144.53	615,875.00	10,938.54	3,028.01	4.360	4.441 4.832
-		03/19/2026	31,220,293.64	30,870,168.96	30,713,902.66	30,993,349.06	123,180.09	198,353.98	4.577	1.440 1.633

^{*} Weighted by: Market Value. * Holdings Displayed by: Lot.

This report is for general informational purposes only and is not intended to provide specific advice or recommendations. Government Portfolio Advisors (GPA) is an investment advisor registered with the Securities and Exchange Commission and is required to maintain a written disclosure statement of our background and business experience.

Questions About an Account: GPA's monthly & quarterly reports are intended to detail the investment advisory activity managed by GPA. The custodial bank maintains the control of assets and settles all investment transactions. The custodial statement is the official record of security and cash holdings and transactions. GPA recognizes that clients may use these reports to facilitate record keeping and that the custodial bank statement and the GPA report should be reconciled, and differences documented.

Trade Date versus Settlement Date: Many custodial banks use settlement date basis and post coupons or maturities on the following business days when they occur on weekend. These items may result in the need to reconcile due to a timing difference. GPA reports are on a trade date basis in accordance with GIPS performance standards. GPA can provide all account settings to support the reason for any variance.

Bank Deposits and Pooled Investment Funds Held in Liquidity Accounts Away from the Custodial Bank are Referred to as Line Item Securities: GPA relies on the information provided by clients when reporting pool balances, bank balances and other assets that are not held at the client's custodial bank. GPA does not guarantee the accuracy of information received from third parties. Balances cannot be adjusted once submitted however corrective transactions can be entered as adjustments in the following months activity. Assets held outside the custodial bank that are reported to GPA are included in GPA's oversight compliance reporting and strategic plan.

Account Control: GPA does not have the authority to withdraw or deposit funds from or to any client's custodial account. Clients retain responsibility for the deposit and withdrawal of funds to the custodial account. Our clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Custodial Bank Interface: Our contract provides for the ability for GPA to interface into our client's custodial bank to reconcile transactions, maturities and coupon payments. The GPA client portal will be available to all clients to access this information directly at any time.

Market Price: Generally, GPA has set all securities market pricing to match custodial bank pricing. There may be certain securities that will require pricing override due to inaccurate custodial bank pricing that will otherwise distort portfolio performance returns. GPA may utilize Refinitiv pricing source for commercial paper, discount notes and supranational bonds when custodial bank pricing does not reflect current market levels. The pricing variances are obvious when market yields are distorted from the current market levels.

Performance Calculation: Historical returns are presented as time-weighted total return values and are presented gross and net of fees.

Amortized Cost: The original cost on the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discounts or premiums are amortized on a straight-line basis on all securities. This can be changed at the client's request.

Callable Securities: Securities subject to redemption in whole or in part prior to the stated final maturity at the discretion of the security's issuer are referred to as "callable". Certain call dates may not show up on the report if the call date has passed or if the security is continuously callable until maturity date. Bonds purchased at a premium will be amortized to the next call date while all other callable securities will be amortized to maturity. If the bond is amortized to the call date, amortization will be reflected to that date and once the call date passes, the bond will be fully amortized.

Duration: The duration is the effective duration. Duration on callable securities is based on the probability of the security being called given market rates and security characteristics.

Benchmark Duration: The benchmark duration is based on the duration of the stated benchmark that is assigned to each account.

Rating: Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Coupon Payments and Maturities on Weekends: On occasion, coupon payments and maturities occur on a weekend or holiday. GPA's report settings are on the accrual basis so the coupon postings and maturities will be accounted for in the period earned. The bank may be set at a cash basis, which may result in a reconciliation variance.

Cash and Cash Equivalents: GPA has defined cash and cash equivalents to be cash, bank deposits, LGIP pools and repurchase agreements. This may vary from your custodial bank which typically defines cash and equivalents as all securities that mature under 90 days. Check with your custodial bank to understand their methodology.

Account Settings: GPA has the portfolio settings at the lot level, if a security is sold our setting will remove the lowest cost security first. First-in-first-out (FIFO) settings are available at the client's request.

Historical Numbers: Data was transferred from GPA's legacy system, however, variances may exist from the data received due to a change of settings on Clearwater. GPA is utilizing this information for historical return data with the understanding the accrual settings and pricing sources may differ slightly.

Financial Situation: In order to better serve you, GPA should be promptly notified of any material change in your investment objective or financial situation.

No Guarantee: The securities in the portfolio are not guaranteed or otherwise protected by GPA, the FDIC (except for non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested.



TREASURER'S REPORT OF ACCOUNT BALANCES 05/31/2024

Fund Name	C	Beginning Balance 01/01/2024	Tr	ear to Date ansfers In / Collections	Year to Date Transfers Out	urrent Month Transfers In / Collections	rrent Month ansfers Out	ding Balance 5/31/2024
Operating Reserve	\$	3,943,592						\$ 3,943,592
Operating Fund	\$	10,181,232	\$	7,892,450	\$ (8,829,485)	\$ 1,827,862	\$ (1,916,852)	\$ 9,155,207
Rate Stabilization Fund	\$	1,000,000						\$ 1,000,000
Capital Improvement Reserve	\$	3,146,633						\$ 3,146,633
Restricted for Debt Service	\$	-						\$ -
Water Supply Reserve	\$	2,823,173	\$	200,000				\$ 3,023,173
Water Efficiency Reserve	\$	200,000	\$	200,000				\$ 400,000
Water Meter Replacement Reserve	\$	1,925,000						\$ 1,925,000
Water Main Reserve - Project 2030	\$	2,521,129	\$	447,718		\$ 112,083		\$ 3,080,930
Fleet Equipment Reserve	\$	471,395						\$ 471,395
Employment-Related Benefits Reserve	\$	1,015,536						\$ 1,015,536
	\$	27,227,690	\$	8,740,168	\$ (8,829,485)	\$ 1,939,945	\$ (1,916,852)	\$ 27,161,466
	\$	(66,224)	\$	10,680,113	\$ (10,746,337)		\$ (66,224)	(66,224)

ANNIE Y. LIU, Treasurer

TREASURER'S REPORT OF FUND BALANCES May 31, 2024

Fund Transfers Summary:

Operating Fund:

Fund Collected/Transferred	\$ 1,827,862
Fund Disbursed/Transferred	\$ (1,916,852)
Net Fund Transferred:	\$ (88,990)

Water Main Reserve - Project 2030 \$ 112,083

	May	Year-to-Date	Year-to-Date	YTD Variar	nce	Percent of	Approved
	Actual	Actual	Budget	Amount		Total Budget	Budget
Revenues	, totaai	7 totaai	Baagot	7 tillodit	1 Groom	rotal Baagot	Baaget
Metered Service Charges	\$1,073,243.53	\$5,197,609.36	\$4,935,763.93	\$261,845.43	5%	44%	\$11,845,833.44
Metered Water Deliveries	366,661.53	1,584,667.24	1,627,835.77	(43,168.53)	-3%		6,511,343.09
Water Main Replacement Revenue	112,114.07	559,832.11	571,666.67	(11,834.56)	-2%	41%	1,372,000.00
Penalties	6,492.99	54,167.70	28,828.41	25,339.29	88%	78%	69,188.19
Interest	279,876.70	420,466.27	143,641.50	276,824.77	193%	122%	344,739.60
Backflow Fees	5,817.60	34,415.29	23,025.17	11,390.12	49%	62%	55,260.40
Water Service Install & S&R	0	22,343.00	4,000.00	18,343.00	459%	233%	9,600.00
Grant Funds	85,751.21	87,513.71	1,294,583.33	(1,207,069.62)	-93%	3%	3,107,000.00
Miscellaneous *	4,361.28	4,266.83	5,328.54	(1,061.71)	-20%	33%	12,788.50
Cost Reimbursements	0	6,571.41	2,375.02	4,196.39	177%	115%	5,700.04
Income - Wheeling Water	0	0,071.11	30,473.87	(30,473.87)	-100%	0%	73,137.28
Income - Connection Fees	0 1	102,894.68	53,713.11	49,181.57	92%	80%	128,911.46
Total Revenue	1,934,318.91	8,074,747.60	8,721,235.32	(646,487.72)	-7%	34%	23,535,502.00
rotarrovonas	1,001,010.01	0,07 1,7 17 .00	0,721,200.02	(010,101.12)	1 70	0170	20,000,002.00
	'						'
*includes Assessments, New Account, Back							
Charges & other Miscellaneous Revenue Sources							
Operating Expenses							
Cost of Water							!
Purchased Water	0	1,275,403.66	1,319,791.67	(44,388.01)	-3%	40%	3,167,500.00
Ground Water	52,922.64	267,075.63	458,348.75	(191,273.12)	-42%	24%	1,100,037.00
Ground Water	52,922.64	1,542,479.29	1,778,140.42	(235,661.13)	-13%	36%	4,267,537.00
Labor & Benefits	02,022.04	1,012,170.20	1,770,110.12	(200,001.10)	1070	0070	1,201,001.00
Labor Regular	320,145.24	1,677,806.64	1,808,334.44	(130,527.80)	-7%	39%	4,340,002.66
Labor Non-Regular	371.87	1,473.50	250.00	1.223.50	489%	246%	1 600.00
Labor Taxes	24,814.14	131,502.25	140,071.30	(8,569.05)	-6%	39%	336,171.13
Labor Workers Comp	0	27,965.20	41,708.33	(13,743.13)	-33%	28%	100,100.00
Labor External	1,500.00	6,450.00	35,190.83	(28,740.83)	-82%	8%	84,458.00
Labor External	1,500.00	0,400.00	55,150.05	(20,740.00)	-02 /0	0 70	l 04,400.00
Benefits Med/Den/Vis	49,025.99	298.616.04	298,483.23	132.81	0%	42%	716,359.75
Benefits LTD/Life/EAP	4,886.83	31,691.54	63,923.25	(32,231.71)	-50%	21%	153,415.79
Benefits CalPers	31,925.02	147,403.98	195,272.10	(47,868.12)	-25%	31%	468,653.04
Benefits Other	9,891.19	74,957.84	75,955.76	(997.92)	-1%	41%	182,293.83
Benefit Retiree Expenses	5,136.64	17,615.15	24,998.40	(7,383.25)	-30%	29%	59.996.16
Benefit GASB 68	5,100.01	219,317.50	299,749.58	(80,432.08)	-27%	30%	719,399.00
	i	_ : 3,3 30		(==, :==:30)	70	5575	
Capitalized Labor & Benefit Contra	(52,355.33)	(225,997.94)	(208,332.92)	(17,665.02)	8%	45%	(499,999.00)
•	395,341.59	2,408,801.70	2,775,604.32	(366,802.62)	-13%	36%	6,661,450.36
General & Administrative	į	•	. ,	, ,			İ
Fees & Charges	12,587.34	71,113.60	77,702.28	(6,588.68)	-8%	38%	186,485.47

Amount (11,716.43) (10,424.26) 83,102.59 (10,779.99) (22,842.89) 95,519.91 600.00 (8,652.08) (4,572.20) 42,540.69 11,233.32 295,764.25 (33,539.14) (8,414.10) (620.99) (10,441.70) 56,536.89 11,904.99	-40% 94% -16% -32% 208%23% -10% 83% 86% 394% -57% -68% -2% -30% -137%	37% 25% 81% 35% 29% 129% - 32% 38% 76% 77% 206% 18% 13% 41% 29% -16%	Budget 246,337.00 62,073.00 212,650.00 160,200.00 173,839.00 109,977.00 89,300.00 113,500.00 123,265.00 31,400.00 180,000.00 142,402.00 29,502.00 64,000.00 83,150.00 (98,830.00)
(10,424.26) 83,102.59 (10,779.99) (22,842.89) 95,519.91 600.00 (8,652.08) (4,572.20) 42,540.69 11,233.32 295,764.25 (33,539.14) (8,414.10) (620.99) (10,441.70) 56,536.89	-40% 94% -16% -32% 208%23% -10% 83% 86% 394% -57% -68% -2% -30% -137%	25% 81% 35% 29% 129% - 32% 38% 76% 77% 206% 18% 13% 41% 29% -16%	62,073.00 212,650.00 160,200.00 173,839.00 109,977.00 0.00 89,300.00 113,500.00 123,265.00 31,400.00 180,000.00 142,402.00 29,502.00 64,000.00 83,150.00 (98,830.00)
83,102.59 (10,779.99) (22,842.89) 95,519.91 600.00 (8,652.08) (4,572.20) 42,540.69 11,233.32 295,764.25 (33,539.14) (8,414.10) (620.99) (10,441.70) 56,536.89	94% -16% -32% 208%23% -10% 83% 86% 394% -57% -68% -2% -30% -137%	81% 35% 29% 129% - 32% 38% 76% 77% 206% 18% 13% 41% 29% -16%	212,650.00 160,200.00 173,839.00 109,977.00 0.00 89,300.00 113,500.00 123,265.00 31,400.00 180,000.00 142,402.00 29,502.00 64,000.00 83,150.00 (98,830.00)
(10,779.99) (22,842.89) 95,519.91 600.00 (8,652.08) (4,572.20) 42,540.69 11,233.32 295,764.25 (33,539.14) (8,414.10) (620.99) (10,441.70) 56,536.89	-16% -32% 208%23% -10% 83% 86% 394% -57% -68% -2% -30% -137%	35% 29% 129% - 32% 38% 76% 77% 206% 18% 13% 41% 29% -16%	160,200.00 173,839.00 109,977.00 0.00 89,300.00 113,500.00 123,265.00 31,400.00 180,000.00 142,402.00 29,502.00 64,000.00 83,150.00 (98,830.00)
(22,842.89) 95,519.91 600.00 (8,652.08) (4,572.20) 42,540.69 11,233.32 295,764.25 (33,539.14) (8,414.10) (620.99) (10,441.70) 56,536.89	-32% 208% - -23% -10% 83% 86% 394% -57% -68% -2% -30% -137%	29% 129% - 32% 38% 76% 77% 206% 18% 13% 41% 29% -16%	173,839.00 109,977.00 0.00 89,300.00 113,500.00 123,265.00 31,400.00 180,000.00 142,402.00 29,502.00 64,000.00 83,150.00 (98,830.00)
95,519.91 600.00 (8,652.08) (4,572.20) 42,540.69 11,233.32 295,764.25 (33,539.14) (8,414.10) (620.99) (10,441.70) 56,536.89	208%23% -10% 83% 86% 394% -57% -68% -2% -30% -137%	129% - 32% 38% 76% 77% 206% 18% 13% 41% 29% -16%	109,977.00 0.00 89,300.00 113,500.00 123,265.00 31,400.00 180,000.00 142,402.00 29,502.00 64,000.00 83,150.00 (98,830.00)
600.00 (8,652.08) (4,572.20) 42,540.69 11,233.32 295,764.25 (33,539.14) (8,414.10) (620.99) (10,441.70) 56,536.89	-23% -10% 83% 86% 394% -57% -68% -2% -30% -137%	- 32% 38% 76% 77% 206% 18% 13% 41% 29% -16%	0.00 89,300.00 113,500.00 123,265.00 31,400.00 180,000.00 142,402.00 29,502.00 64,000.00 83,150.00 (98,830.00)
(8,652.08) (4,572.20) 42,540.69 11,233.32 295,764.25 (33,539.14) (8,414.10) (620.99) (10,441.70) 56,536.89	-23% -10% 83% 86% 394% -57% -68% -2% -30% -137%	38% 76% 77% 206% 18% 13% 41% 29% -16%	89,300.00 113,500.00 123,265.00 31,400.00 180,000.00 142,402.00 29,502.00 64,000.00 83,150.00 (98,830.00)
(4,572.20) 42,540.69 11,233.32 295,764.25 (33,539.14) (8,414.10) (620.99) (10,441.70) 56,536.89	-10% 83% 86% 394% -57% -68% -2% -30% -137%	38% 76% 77% 206% 18% 13% 41% 29% -16%	113,500.00 123,265.00 31,400.00 180,000.00 142,402.00 29,502.00 64,000.00 83,150.00 (98,830.00)
42,540.69 11,233.32 295,764.25 (33,539.14) (8,414.10) (620.99) (10,441.70) 56,536.89	83% 86% 394% -57% -68% -2% -30% -137%	76% 77% 206% 18% 13% 41% 29%	123,265.00 31,400.00 180,000.00 142,402.00 29,502.00 64,000.00 83,150.00 (98,830.00)
11,233.32 295,764.25 (33,539.14) (8,414.10) (620.99) (10,441.70) 56,536.89	86% 394% -57% -68% -2% -30% -137%	77% 206% 18% 13% 41% 29% -16%	31,400.00 180,000.00 142,402.00 29,502.00 64,000.00 83,150.00 (98,830.00)
295,764.25 (33,539.14) (8,414.10) (620.99) (10,441.70) 56,536.89	394% -57% -68% -2% -30% -137%	206% 18% 13% 41% 29% -16%	180,000.00 142,402.00 29,502.00 64,000.00 83,150.00 (98,830.00)
(33,539.14) (8,414.10) (620.99) (10,441.70) 56,536.89	-57% -68% -2% -30% -137%	18% 13% 41% 29% -16%	142,402.00 29,502.00 64,000.00 83,150.00 (98,830.00)
(8,414.10) (620.99) (10,441.70) 56,536.89	-68% -2% -30% -137%	13% 41% 29% -16%	29,502.00 64,000.00 83,150.00 (98,830.00)
(620.99) (10,441.70) 56,536.89	-2% -30% -137%	41% 29% -16%	64,000.00 83,150.00 (98,830.00)
(10,441.70) 56,536.89	-30% -137%	29% -16%	83,150.00 (98,830.00)
56,536.89	-137%	-16%	(98,830.00)
11.904.99	E740/	00001	
	571%	280%	5,000.00
(104,581.09)	126%	94%	(199,970.00)
(180,216.40)	-	-	0.00
			İ
183,812.70	26%	52%	1,714,280.47
(263,119.19)	-31%	29%	2,053,043.00
43,227.70	20%	50%	519,003.00
(6,842.90)	-36%	26%	45,000.00
(226,734.39)	-21%	33%	2,617,046.00
(682,436.66)	-11%	37%	15,330,068.00
35,948.95	2%	29%	8,205,434.00
	(226,734.39)	(226,734.39) -21% (682,436.66) -11%	(226,734.39) -21% 33% (682,436.66) -11% 37%

		BUDGET		PROJECTION		
Project Number	Project Name	Approved 2024 Budget	Month to Date	Year to Date	Project to Date	Remaining Budget for Total Project
C16-134	Auburn Blvd-Rusch Park Placer	\$538,021	\$40	\$1,780	\$10,726	\$527,29
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$0	\$0	\$1,676	\$98,324
C20-109	Corp Yard Plans Specs Estimate	\$400,000	\$0	\$0	\$0	\$400,000
C24-003	Fleet & Field Operations Eqpm	\$330,000	\$0	\$0	\$0	\$330,000
C24-004	Technology Hardware & Software	\$55,000	\$0	\$0	\$0	\$55,000
C24-005	Facilities Improvements	\$108,000	\$0	\$5,382	\$5,382	\$102,618
C24-011	Valve Replacement	\$120,000	\$12,336	\$46,948	\$46,948	\$73,052
C24-012	Water Service Connections	\$1,507,000	\$186,689	\$502,149	\$502,149	\$1,004,85°
C24-013	Water Meter Replacement	\$125,000	\$4,203	\$13,802	\$13,802	\$111,198
C24-014	Fire Hydrants-Repl, Upgrades,	\$175,000	\$11,576	\$15,516	\$15,516	\$159,484
C24-020	Groundwater Well Improvement	\$200,000	\$0	\$0	\$0	\$200,000
C24-101	Minnesota Drive	\$727,000	\$1,327	\$10,008	\$10,008	\$716,992
C24-102	Fair Oaks Blvd at Leafcrest Wy	\$344,000	\$0	\$79	\$79	\$343,92°
C24-103	Menke Way	\$103,000	\$0	\$0	\$0	\$103,000
Construct	ion in Progress	\$4,832,021	\$216,171	\$595,664	\$606,286	\$4,225,73
C23-011	Water Valve Replacements	\$0	\$0	\$0	\$0	\$20,000
C23-012	Water Service Connections	\$0	\$0	\$43,008	\$43,008	\$1,043,492
C23-013	Water Meter Replacements	\$0	\$0	\$0	\$0	\$189,316
C23-014	Fire Hydrants	\$0	\$0	\$20,359	\$14,586	\$127,414
Annual In	frastructure	\$0	\$0	\$63,366	\$57,593	\$1,380,223
C15-104B	Document Management System	\$0	\$0	\$0	\$179,755	(\$52,116
C23-003	Fleet/Field Operations Equip	\$0	\$0	\$107,909	\$107,909	\$317,09°
Fleet and	Equipment	\$0	\$0	\$107,909	\$287,664	\$264,97
C23-040A	City of Citrus Heights Wachtel	0	\$0	\$0	\$16,217	(\$16,217
Water Mai	ns		\$0	\$0	\$16,217	(\$16,217
C22-040E	San Juan Ave Complete Streets	\$0	\$0	\$761	\$761	(\$761
C23-040	Other City Partnerships	\$0	\$0	\$0	\$0	\$0
C23-041	Misc Infrastructure Projects	\$0	\$0	\$0	\$0	\$0
C23-104	Patton/Pardal/Alondra/Perdez	\$0	\$201,988	\$410,915	\$410,915	\$599,08
C23-105	Reno Lane 8-inch	\$0	\$0	\$181,706	\$150,648	\$627,047
C23-106	Admiral & Anchor 8-inch	\$897,819	\$1,858	\$29,902		
C24-010	Annual Water Main Pipeline Rep	\$51,500	\$0	\$0	\$0	\$51,500
Miscellan	eous Projects	\$949,319	\$203,846	\$623,283	\$644,602	
C20-107	Well #7 Ella	\$4,442,536		\$75,276		
C23-020	Groundwater Well Improvements	\$0	\$0	\$0		
C23-103	Highland Well #8	\$0	\$0	\$2,409	\$4,347	
Wells		\$4,442,536		\$77,685		
	Grand Totals:			\$1,467,908		1 1

<u>CHECK</u>	PAYEE	<u>DESCRIPTION</u>	<u>AMOUNT</u>
77720	MAURICE ZUMOT TRUST	Customer Refund	\$22.96
77721	JANET A LAMB	Customer Refund	\$26.89
77722	VICTOR/NATALIA STRELCHIK	Customer Refund	\$445.70
77723	LEONARD OR PATRICIA CARILLO	Customer Refund	\$835.20
77724	ROBERT M KEMP	Customer Refund	\$295.75
77725	ANDREY OR KRISTINA ZHURAVEL	Customer Refund	\$329.00
77726	CHANTEL J JOHNSON	Customer Refund	\$84.35
77727	JOHN GODSCHALK	Customer Refund	\$257.67
77728	ABIGAIL KERN	Customer Refund	\$28.48
77729	BAY MANAGEMENT AND REPAIR INC	Customer Refund	\$159.43
77730	CLAIRE E LARSON TRUST	Customer Refund	\$8.63
77731	MATTHEW OR MELANIE A MEDINA	Customer Refund	\$146.32
77732	CLINTON J STOUT	Customer Refund	\$254.83
77733	AZZAWI PROPERTY DEVELOPMENT INV INC	Customer Refund	\$8.33
77734	GLEN CREEK SOLUTIONS LLC	Customer Refund	\$98.79
77735	ANG AUDIO VISUAL SERVICES	Contract Services-Miscellaneous	\$1,385.00
77736	BEST BEST AND KRIEGER	Legal & Audit	\$31,114.40
77737	COVINO SMITH AND SIMON	Contract Services-Miscellaneous	\$3,334.34
77738	J4 SYSTEMS	Contract Services-Other	\$4,190.00
77739	MCCAMPBELL ANALYTICAL, INC	Wells Maintenance	\$480.00
77740	MOONLIGHT BPO LLC	Contract Services-Bill Print/Mail	\$6,113.36
77741	RUTH L OSTROFF	Contract Services-Water Conservatio	\$1,355.00
77742	RAY RIEHLE	Continued Education	\$175.00
77743	REBECCA SCOTT	Professional Development	\$175.00
77744	HILARY STRAUS	Professional Development	\$175.00
77745	Void	Void	\$0.00
77746	WOLF CONSULTING	Contract Services-Other	\$3,875.00
77747	ERIC SHELLEY TOOLSON 2003 TRUST	Customer Refund	\$60.18
77748	Leon Y Kaplun	Customer Refund	\$167.58
77749	PETER W THOMPSON	Customer Refund	\$223.41
77750	DAVID W ROLLINS	Customer Refund	\$212.40
77751	HEATHER DAWN LEE	Customer Refund	\$32.80
77752	ACWA JPIA	Workers Comp Insurance	\$104.16
77753	AFLAC	Employee Paid Insurance	\$249.53
77754	ANSWERNET	Telephone-Answering Service	\$362.35
77755	AREA PORTABLE SERVICES	Equipment Rental-Field	\$116.68
77756	CALIFORNIA NEVADA SECTION AWWA	Dues & Subscriptions	\$280.00
77757	B AND M BUILDERS	Contract Services-Engineering	\$65,102.40
77758	BEST BEST AND KRIEGER	Legal & Audit	\$22,906.61
77759	JULIE BEYERS	Contract Services-Other	\$25.00
77760	BLUE JAY TRUCKING INC	Contract Services-Other	\$2,685.38
77761	BENDER ROSENTHAL INCORPORATED	Contract Services-Other	\$1,621.55
77762	CALIFORNIA LANDSCAPE ASSOCIATES INC	Janitorial Minut	\$245.00
77763	NANETTE WHEELER CARTER	Contract Services-Miscellaneous	\$50.00
77764	CITY OF CITRUS HEIGHTS PROCESSING CENTER	Equipment Rental-Office	\$17.00
77765	CONSOLIDATED	Telephone-Local/Long Distance	\$4,940.59
77766	ROBIN COPE	Retiree Insurance	\$520.00
77767	PAUL DIETRICH	Contract Services-Other	\$25.00
77768	EVERBANK NA	Equipment Rental-Office	\$522.59
77769	FLOWLINE CONTRACTORS INC	Contract Services-Engineering	\$2,847.00
77770	FP MAILING SOLUTIONS	Equipment Rental-Office	\$52.75
77771 77772	ERNESTINE FREEMAN	Retiree Insurance	\$174.70
77772 77772	SUZANNE GUTHRIE	Contract Services-Miscellaneous	\$50.00 \$2.108.40
77773 77774	HUNT AND SONS INC	Gas & Oil	\$2,108.49 \$1,419.60
77774 77775	INDOOR ENVIRONMENTAL SERVICES	Maintenance Agreement-Equipment	\$1,419.60 \$240.05
77775 77776	INTEGRITY ADMINISTRATORS INC	Health Insurance	\$249.05
	J4 SYSTEMS VEL WINDOW CLEANING 12	Contract Services-Other	\$9,826.25 \$120.00
77777 77779	KEI WINDOW CLEANING 12	Janitorial	\$120.00 \$150.00
77778 77779	ALEXANDER KING DANIEL KOYAMA	Toilet Rebate Program	\$150.00 \$93.60
77779 77780	ANNIE LIU	Toilet Rebate Program	\$93.60 \$15,000.00
11100	AININIE LIU	Professional Development	Φ15,000,01

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CHECK	PAYEE	<u>DESCRIPTION</u>	AMOUNT
77781	KRISSI MIRAMONTES	Contract Services-Miscellaneous	\$50.00
77782	JENNA MOSER	Contract Services-Miscellaneous	\$50.00
77783	MICHAEL NISHIMURA	Contract Services-Miscellaneous	\$50.00
77784	NOR CAL PERLITE INC	Supplies-Field	\$2,953.64
77785	ROBIN RAU	Office Miscellaneous	\$50.00
77786	RED WING SHOE STORE	Tools/Equipment	\$1,432.72
77787	REPUBLIC SERVICES 922	Utilities	\$328.66
77788	RESCUE TRAINING INSTITUTE INC	Contract Services-Other	\$3,795.00
77789	LAWRENCE ROSSINI	Toilet Rebate Program	\$75.00
77790	ROTARY CLUB OF CITRUS HEIGHTS	Professional Development	\$360.00
77791	REGIONAL WATER AUTHORITY	Dues & Subscriptions	\$2,000.00
77792	SAGENT	Contract Services-Other	\$4,768.75
77793	SAN JUAN WATER DISTRICT	Purchased Water	\$673,728.66
77794	MARY LYNN SCHERRER	Retiree Insurance	\$174.70
77795	SDI PRESENCE LLC	Contract Services-Other	\$1,008.00
77795 77796		Utilities	
	SMUD		\$13,870.16
77797	SONITROL	Equipment Rental-Office	\$425.28
77798	STATE WATER RESOURCES CONTROL BOARD	Professional Development	\$70.00
77799	TEE JANITORIAL MAINTENANCE	Janitorial	\$2,989.00
77800	TRILLIUM PUMPS USA INC	Material	\$44,660.08
77801	MELINDA M TUPPER	Retireee Insurance	\$520.00
77802	USA BLUE BOOK	Supplies-Field	\$141.56
77803	HENLEY PACIFIC LA LLC	Repair-Equipment/Hardware	\$154.54
77804	CAROL J RAVEN ESTATE	Customer Refund	\$32.53
77805	MARCIA EHINGER FAMILY TRUST	Customer Refund	\$6.63
77806	MARGUERITE J CRAIG CASTRO TRUST	Customer Refund	\$25.29
77807	BENNIE WOODS REVC TRUST	Customer Refund	\$49.58
77808	DARA L HALL	Customer Refund	\$13.64
77809	SCONCE FAMILY TRUST	Customer Refund	\$172.97
77810	GABRIEL R ELKINS	Customer Refund	\$27.42
77811	MCCRORY FAMILY TRUST	Customer Refund	\$169.88
77812	KORAF CORPORATION INC	Customer Refund	\$143.74
77813	Void	Void	\$0.00
77814	BKSP PROPERTIES LLC	Customer Refund	\$53.12
77815	KULVINDER OR JASVINDER RAI	Customer Refund	\$34.15
77816	ROBERT L AND SHERRY H MELBYE TRUST	Customer Refund	\$97.11
77817	BELWOOD INVESTMENTS LLC	Customer Refund	\$9.80
77818	ALI OR SOAD ALRUBAYIE	Customer Refund	\$39.04
77819	DAVID L ORTH	Customer Refund	\$22.25
77820	DMITRIY OR OLGA CRAIG	Customer Refund	\$36.34
77821	JOSEPH OR GEORGINA BLACK	Customer Refund	\$33.75
77822	MARIO LEAL	Customer Refund	\$37.32
77823	19SIX ARCHITECTS	Contract Services-Other	\$7,106.60
77824	ALEXANDERS CONTRACT SERVICES	Contract Services-Meter Read	\$6,734.91
77825	BEST BEST AND KRIEGER	Legal & Audit	\$12,202.00
77826	BSK ASSOCIATES	Water Analysis	\$3,409.75
77827	CAPITAL FLOW	Material	\$6,357.25
77828	CAPITOL BARRICADE	Small Tools	\$6,578.31
77829	CERTEX USA INC	Supplies-Field	\$1,141.08
77830	COLANTUONO HIGHSMITH WHATLEY PC	Legal & Audit	\$11,683.50
77831	COMCAST	Equipment Rental-Office	\$96.68
77832	CORELOGIC INFORMATION SOLUTIONS INC	Dues & Subscriptions	\$231.85
77833	RICO REVOCABLE TRUST	Customer Refund	\$231.03 \$22.79
77834	GEORGIA R BASTION	Customer Refund	\$22.79 \$15.04
77835	CTY OF SAC DEPT OF FINANCE	Contract Services-Miscellaneous	\$139.60
77836	FLOWLINE CONTRACTORS INC		
77837	FERGUSON ENTERPRISES INC 1423	Contract Services-Engineering Material	\$2,847.00 \$2,407.42
77838	IB CONSULTING LLC	Contract Services-Miscellaneous	\$2,407.42 \$1,920.00
11030	ID CONSULTING LLC	Contract Services-Wiscellaneous	\$1,920.00

<u>CHECK</u>	PAYEE	<u>DESCRIPTION</u>	<u>AMOUNT</u>
77839	J4 SYSTEMS	Contract Services-Other	\$1,557.25
77840	KALER GENERAL CONTRACTORS INC	Contract Services-Engineering	\$60,024.80
77841	MACQUARIE EQUIPMENT CAPITAL INC	Equipment Rental-Office	\$376.97
77842	MASON SMITH SUCCESS STRATEGIES	Consulting Services	\$12,000.00
77843	MESSENGER PUBLISHING GROUP	Publication Notices	\$225.00
77844	NOWSPEED INC	Contract Services-Other	\$250.00
77845 77846	PACE SUPPLY CORP PACIFIC GAS AND ELECTRIC	Material Utilities	\$16,047.45 \$70.97
77847	QUICK QUACK CAR WASH	Maintenance Agreement-Equipment	\$70.97 \$298.30
77848	RED WING SHOE STORE	Small Tools	\$300.00
77849	Void	Void	\$0.00
77850	STATE WATER RESOURCES CONTROL BOARD	Dues & Subscriptions	\$60.00
77851	T MOBILE	Telephone-Wireless	\$4,310.40
77852	UNITED RENTALS NORTH AMERICA INC	Equipment Rental-Field	\$1,366.72
77853	UNIVERSAL ENGINEERING SCIENCES	Contract Services-Engineering	\$2,227.50
77854	WATERWISE CONSULTING INC	Contract Services-Water Conservatio	\$300.00
77855	WEST YOST ASSOCIATES	Contract Services-Engineering	\$12,274.25
77856	WEX BANK	Gas & Oil	\$3,211.04
77857	SAMUEL WILKINS	Toilet Rebate Program	\$150.00 \$1.013.57
77858 77859	WIZIX TECHNOLOGY GROUP INC ZANE DEZIGN	Equipment Rental-Office Contract Services-Other	\$1,012.57 \$740.44
77860	GONSALVES REVOCABLE TRUST	Customer Refund	\$28.37
77861	SIERRA RIDGE APARTMENTS	Customer Refund	\$13,079.54
77862	COLBY S WALKER OR HOLLY M WOMAK	Customer Refund	\$141.80
77863	AAA AUTO REPAIR CENTER	Repair-Trucks	\$3,718.50
77864	ABSOLUTE SOFTWARE INC	Maintenance Agreement-Software	\$7,530.00
77865	ANGELO JOHNSON	Water Conservation-Material/Supplic	\$50.00
77866	ANNA FEYGIN	Water Conservation-Material/Supplic	\$100.00
77867	DANIEL BALLARD	Toilet Rebate Program	\$75.00
77868	BEST BEST AND KRIEGER	Legal & Audit	\$27,708.69
77869	CAPITOL BARRICADE	Small Tools	\$2,483.00
77870	MICHAEL CERECEDES	Water Conservation-Material/Supplie	\$100.00
77871	FAST ACTION PEST CONTROL	Contract Services-Miscellaneous	\$184.80
77872	FP MAILING SOLUTIONS	Equipment Rental-Office	\$189.10
77873	RUSSEL HAYNES	Toilet Rebate Program	\$150.00
77874	HINES EDM INC	Contract Services-Other	\$7,650.00
77875	GEORGIA HOUSTON	Toilet Rebate Program	\$75.00
77876	INVOICE PROCESSING DEPARTMENT	Contract Services-Financial	\$7.00
77877	TODD JORDAN	Professional Development	\$24.00
77878	LEAH HERNANDEZ	Water Conservation-Material/Supplie	\$50.00
77879	LOWES	Supplies-Field	\$1,133.81
77880		• •	
	LUND CONSTRUCTION	Contract Services-Engineering	\$196,355.50
77881	NAPA AUTO PARTS	Repair-Equipment	\$42.54
77882	OCCU MED	Office Miscellaneous	\$332.40
77883	RED WING SHOE STORE	Small Tools	\$600.00
77884	REGIONAL GOVERNMENT SERVICES	Consulting Services	\$21,485.00
77885	ROTARY CLUB OF CITRUS HEIGHTS	Professional Development	\$180.00
77886	SARAH BODDY	Water Conservation-Material/Supplice	\$50.00
77887	SUSANNE SLAYTON	Water Conservation-Material/Supplic	\$200.00
77888	VERIZON WIRELESS	Telephone-Wireless	\$371.45
77889	WESTON, SALLEE	Water Conservation-Material/Supplie	\$100.00
77890	Void	Void	\$0.00
77891	SAMUEL A BOKORI	Customer Refund	\$122.94
77892	S PAUL OR ANNE E WEEKS	Customer Refund	\$123.40
77893	DAN OR GINA MUT	Customer Refund	\$7.63
77894	WILLIAM N BARKLAGE TRUST	Customer Refund	\$194.95

CHECK	PAYEE	DESCRIPTION	AMOUNT
77895	MATTHEW S JOHNSON	Customer Refund	\$154.46
77896	PAUL E TRISLER	Customer Refund	\$168.47
77897	CHRISTOPHER LEE GOMEZ LIVING TRUST	Customer Refund	\$804.68
77898	JILL A POWELL	Customer Refund	\$515.69
77899	AMY M WEEKS OR ALEXANDRA R LORIS	Customer Refund	\$349.93
77900	DENNIS D STETTNER	Customer Refund	\$16.32
77901	CHRISTINA R RAMIREZ	Customer Refund	\$198.23
77902	JENNIFER CAMPBELL OR ROBIN CAMPBELL EST	Customer Refund	\$42.18
77903	BRECKENRIDGE PROP FUND 2016 LLC	Customer Refund	\$220.99
77904	TAE K CHUNG	Customer Refund	\$135.74
77905	ALTA ENTERPRISE INC	Customer Refund	\$344.76
77906	AIA SERVICES LLC	Water Conservation-Material/Supplic	\$4,052.06
77907	AIRGAS USA LLC	Supplies-Field	\$43.43
77908	BEST BEST AND KRIEGER	Legal & Audit	\$21,505.00
77909	CALIFORNIA LANDSCAPE ASSOCIATES INC	Janitorial	\$868.00
77910	DEBBY DUNN	Contract Services-Water Conservatio	\$1,250.00
77911	NANCY OR RUBEN GALINDO	Toilet Rebate Program	\$150.00
77912	GOVERNMENT PORTFOLIO ADVISORS	Contract Services-Financial	\$1,263.25
77913	JOSHUA OR KAYLYN GRAY	Toilet Rebate Program	\$225.00
77914	INDOOR ENVIRONMENTAL SERVICES	Maintenance Agreement-Equipment	\$1,084.13
77915	J4 SYSTEMS	Contract Services-Other	\$1,887.50
77916	KALER GENERAL CONTRACTORS INC	Contract Services-Engineering	\$3,159.02
77917	KEI WINDOW CLEANING 12	Janitorial	\$120.00
77918	ANNIE LIU	Professional Development	\$540.00
77919	PACE SUPPLY CORP	Material	\$5,584.44
77920	RED WING SHOE STORE	Tools/Equipment	\$271.52
77921	REPUBLIC SERVICES 922	Utilities	\$327.46
77922	REGIONAL GOVERNMENT SERVICES	Consulting Services	\$7,619.32
77923	RAY RIEHLE	Professional Development	\$139.88
77924	LES SCHWAB TIRES	Repair-Trucks	\$1,609.96
77925	MICHAEL SHORTER	Professional Development	\$450.00
77926	SONITROL	Equipment Rental-Office	\$212.64
77927	TECHNOFLO SYSTEMS	Repair-Equipment/Hardware	\$474.51
77928	WATER SYSTEMS CONSULTING INC	Contract Services-Other	\$5,402.50
Total		_	\$1,468,129.32

PAYEE	<u>DESCRIPTION</u>	<u>AMOUNT</u>
ADP 659862033	Contract Services-Financial	\$341.95
ADP 660193093	Contract Services-Financial	\$55.70
ADP 660705013	Contract Services-Financial	\$545.00
ADP 662028781	Contract Services-Financial	\$341.95
BMO APRIL 2024	Bank Fee	\$1,296.84
CALIFORNIA CHOICE JUNE 2024	Health Insurance	\$53,145.48
CHASE APRIL 2024	Bank Fee	\$3,726.43
IC 1168-2024-4	Bank Fee	\$5,751.40
ICMA 5/23/2024 PAYDAY	Deferred Compensation	\$13,069.36
JP MORGAN APRIL 2024	See April Agenda Item CC-9	\$14,369.46
JP MORGAN MARCH 2024	See March Agenda Item CC-9	\$4.22
JP MORGAN MARCH 2024	See March Agenda Item CC-9	\$11,977.23
MID AMERICA 5/7-5/13/24	Employee Paid Insurance	\$12.92
MID AMERICA 5/14-5/20/24	Employee Paid Insurance	\$16.30
MID AMERICA 5/21-5/27/24	Employee Paid Insurance	\$161.00
PERS 4/25/2024 PAYDAY	PERS	\$29,050.71
PERS 5/9/2024 PAYDAY	PERS	\$29,050.28
PRINCIPAL JUNE 2024	Health Insurance	\$10,584.70
ICMA 5/9/2024 PAYDAY	Deferred Compensation	\$12,006.42
VALIC 5/23/2024 PAYDAY	Deferred Compensation	\$2,810.10
VALIC 5/9/2024 PAYDAY	Deferred Compensation	\$2,810.10
	·	\$191,127.55
al	-	\$1,659,256.87
	ADP 659862033 ADP 660193093 ADP 660705013 ADP 662028781 BMO APRIL 2024 CALIFORNIA CHOICE JUNE 2024 CHASE APRIL 2024 IC 1168-2024-4 ICMA 5/23/2024 PAYDAY JP MORGAN APRIL 2024 JP MORGAN MARCH 2024 JP MORGAN MARCH 2024 MID AMERICA 5/7-5/13/24 MID AMERICA 5/14-5/20/24 MID AMERICA 5/21-5/27/24 PERS 4/25/2024 PAYDAY PERS 5/9/2024 PAYDAY PRINCIPAL JUNE 2024 ICMA 5/9/2024 PAYDAY VALIC 5/23/2024 PAYDAY	ADP 659862033 ADP 660193093 ADP 660705013 ADP 660705013 ADP 662028781 BMO APRIL 2024 CALIFORNIA CHOICE JUNE 2024 CHASE APRIL 2024 IC 1168-2024-4 ICMA 5/23/2024 PAYDAY BMORGAN MARCH 2024 JP MORGAN MARCH 2024 MID AMERICA 5/1-5/27/24 MID AMERICA 5/21-5/27/24 PERS 5/9/2024 PAYDAY PERS 5/9/2024 PAYDAY PERS 5/9/2024 PAYDAY PERS 5/9/2024 PAYDAY PERS PAYDAY PERS PAYDAY PERS Compensation PERS PAYDAY PERS PERS COMPENSATION VALIC 5/9/2024 PAYDAY Deferred Compensation PERS Compensation PERS PERS COMPENSATION PERS PERS COMPENSATION VALIC 5/9/2024 PAYDAY PERS COMPENSATION PERS

JP Morgan Purchase Card Distributions May-24

Name	I	District Events & Recognition	Dues & obscription	Gei	neral Supplies	ofessional velopment	aintenance/ Licensing	Tools & quipment	F	Printing Services	quipment aintenance	Pos	stage/Shipping/ Freight	To	otal Bill
Moore	\$	1,221.28	\$ 2,229.00	\$	3.22				\$	576.54				\$ 4	4,030.04
Shockley	\$	842.79	\$ 305.67	\$	210.48	\$ 361.08	\$ 326.90	\$ 110.65			\$ 1,854.49	\$	40.71	\$ 4	4,052.77
Shepard	\$	210.90	\$ 2.95	\$	48.74									\$	262.59
Pieri	\$	191.82												\$	191.82
Scott						\$ 58.00								\$	58.00
Liu	\$	138.18				\$ 24.00	\$ 206.91				\$ 39.99			\$	409.08
Straus	\$	43.50												\$	43.50
Spiers								\$ 379.27						\$	379.27
Nunes				\$	33.58									\$	33.58
Total Bill	\$	2,648.47	\$ 2,537.62	\$	296.02	\$ 443.08	\$ 533.81	\$ 489.92	\$	576.54	\$ 1,894.48	\$	40.71	\$ 9	9,460.65

CITRUS HEIGHTS WATER DISTRICT June 2024 REVENUE ANALYSIS

Outstanding Receivables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
1,427,981	1,265,389	127,058	60,457	134,150	159,074

General Ledger Balance		Total
Outstanding A/R		1,541,977.27
Outstanding Liens		0.00
Outstanding Grants		740
A/R Other		0
Less Unapplied Payments	;	(157,412)
Total	\$	1,385,306
	Diff \$	(42,675)

CITRUS HEIGHTS WATER DISTRICT ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR June 30, 2024

LID	CID	Charge Type	Trans.Date	Reason For Cancellation	Amount
10798	9577	DEFAULT	6/4/2024	CHWD EMPLOYEE MISAPPLIED PAYMENT ON WRONG ACCOUNT#	6.39
8658	25800	DEFAULT	6/4/2024	ONE-TIME COURTESY	6.71
13378	36196	DEFAULT	6/4/2024	ONE-TIME COURTESY	15.56
8923	41978	DEFAULT	6/4/2024	ONE-TIME COURTESY	8.23
13598	36615	DEFAULT	6/4/2024	ONE-TIME COURTESY	13.81
13701	20271	DEFAULT	6/10/2024	ONE-TIME COURTESY	3.32
12437	37791	DEFAULT	6/10/2024	CHWD MISTAKE WRONG ACCT# MIMOD	7.35
14389	16575	DEFAULT	6/10/2024	ONE-TIME COURTESY	6.63
13215	11727	DEFAULT	6/4/2024	ONE-TIME COURTESY	5.91
21190	43045	DEFAULT	6/4/2024	ONE-TIME COURTESY	6.15

To: Citrus Heights Water District Board of Directors

Re: Citrus Heights Water District Investment Portfolio Report for June 2024

The attached Investment Report for June 2024 is submitted in accordance with the Citrus Heights Water District (District)'s Investment Policy. All investments are in compliance with the policy.

The Investment Report lists all short- term, mid-term and long-term investments held at the conclusion of business on the final day of the month. The combined cash and investments in the District's treasury total \$30,693,522 with \$9,935,151 under the management of the Local Agency Investment Fund, California Asset Management Program, Money Market Funds and BMO Bank.

Investments with original cost of \$20,758,372 are selected based on criteria contained in the District's Investment Policy, which emphasized safety, liquidity, yield, and diversification. The core investments are marked to market daily based on a current market price determined by U.S. Bancorp Investments. The aggregate investment portfolio and holdings are included in the Investment Report.

The Investment Report demonstrates that sufficient liquidity is available to meet anticipated expenditures during the next six months.

Respectfully submitted,

Annie Y. Liu

Director of Administrative Services/Treasurer

TREASURER'S REPORT TO THE BOARD OF DIRECTORS

For June 30, 2024

Summary of Funds

Fund Name	Par Amount	Book Value	Original Cost	Market Value
BMO Checking Plus Money Market Funds	3,442,897	3,442,897	3,442,897	3,442,897
Local Agency Investment Fund (LAIF)	699,445	699,445	699,445	699,445
California Asset Management Program (CAMP)	5,792,809	5,792,809	5,792,809	5,792,809
CHWD Investment CORE	21,124,828	20,758,372	20,609,284	20,686,533
Total	31,059,979	30,693,522	30,544,434	30,621,684

TREASURER'S REPORT TO THE BOARD OF DIRECTORS

For June, 2024

Funds Reconciliation

BMO Beginning Balance 6/1/2024		\$3,177,000
RECEIPTS/TRANSFERS:		
Receipts	1,399,326	
	1,399,3	26
DISBURSEMENTS/TRANSFERS:		
Checks Issued / ACH Payments	632,748	
Returned Checks	1,147	
Bank fees	15,512	
Payroll	484,022	
	1,133,4	29 265,897
Balance Per Bank 06/30/2024		3,442,897
Outstanding Checks		154,575
Deposit in Transit		226,815
Balance Per Books 06/30/2024		\$3,515,136
RECONCILEMENT:		
BMO Checking Plus Money Market Fur	ıds	\$3,442,89
CAMP Pool Account		\$5,792,809
Local Agency Investment Fund		\$699,44
TOTAL LIQUIDY BALANCE		\$9,935,151
CASH & INVESTMENT SUMMARY:		9,935,152
CASH & INVESTMENT SUMMARY: CHWD-Liquidity CHWD-Investment Core		20,758,372

I certify that this report accurately reflects all pooled investments and is in compliance with applicable State of California Government Codes and is in conformity with Investment of District Funds Policy 6300. As Treasurer of the Citrus Heights Water District, I hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six months' estimated expenditures.

ANNIE Y. LIU Treasurer HILARY M. STRAUS Secretary

Signed: 6/30/2024



Monthly Investment Report Citrus Heights Water District

Citrus Heights Water District | Total Aggregate Portfolio

Month End Commentary - June 2024

Financial markets continued their hot streak into the first month of summer as investors priced in higher probabilities for easier monetary policy in response to economic data showing the economy slowing down and inflation moderating. Stocks as measured by the S&P 500 index climbed 3.5% in June to return an eye-popping 14.5% halfway through the year while interest rates continued their descent with the yield on 2-year 5-year Treasury tenors falling by 12 and 13 basis points during the month to 4.75% and 4.38%, respectively.

Pricing action in June began following the release of the May ADP employment change and weekly jobless claims data that showed the labor market slowing, guiding yields lower by 20 basis points which was then almost entirely reversed after the robust May jobs report handedly beat expectations, leading traders to rethink just how much loosening is actually occurring in the labor market. With somewhat conflicting labor data, market participants turned their attention to May's CPI print which ultimately supported the move lower in yield as core CPI advanced by a less than expected 0.2% during the month and 3.4% over the trailing year. Wholesale inflation as measured by PPI confirmed the disinflationary trend as did the Fed preferred core PCE inflation gauge which advanced by a slim 0.1%, and when carried out an extra decimal, the reading (0.08%) marked the slowest increase since November of 2020.

With the disinflationary trend resuming and the labor market still growing at a healthy pace, the Fed ought to find themselves on offense once again as they look to satisfy their mandate to restore price stability. It is becoming more evident that tighter monetary policy is constraining economic growth, particularly on consumption and capital outlays as businesses and consumers continue to spar with higher interest rates. The labor market has been the anomaly, continuing to grow at a robust clip, however, recent data is suggesting that it too is slowing. The economy added 206 thousand jobs in June, beating expectations for 190 thousand which at first glance appears strong, but as they say, the devil is in the details. The headline number was accompanied by a significant downward revision to the prior two months, an increase in the unemployment rate, and cooling wage growth - all evidence of a loosening labor market.

As the FOMC holds rates steady and actively discusses plans to ease policy, we echo our call for portfolios to be neutral to overweight duration compared to their respective benchmarks and with credit trading richly, we prefer to add in agency and supranational positions that we feel offer better relative value. Should monetary policy continue to dampen growth to a point where the labor market begins to sputter and or equities enter a correction, we expect credit spreads to widen leading to more favorable entry points to build corporate exposure.

Treasury Curve Total Returns Last 12 Months

Treasuries	Total Return
3 month bill	5.40%
1 year note	5.02%
2 year note	4.09%
3 year note	3.71%
5 year note	2.74%

Treasury Benchmark Total Returns In Month

Benchmark	Period Return	YTM	Duration (Years)
ICE BAML 90 Day Bill	0.41%	5.30%	0.23
ICE BAML 0-1 Year Treasury	0.41%	5.31%	0.49
ICE BAML 0-3 Year Treasury	0.52%	4.96%	1.38
ICE BAML 0-5 Year Treasury	0.63%	4.80%	2.1

Changes In The Treasury Market (Absolute Yield Levels)

Treasuries	06/30/2023	04/30/2024	05/31/2024	06/30/2024	1 Month Change	12 Month Change
3 month bill	5.28%	5.39%	5.40%	5.36%	-0.05%	0.07%
6 month bill	5.41%	5.39%	5.38%	5.32%	-0.06%	-0.08%
1 year note	5.39%	5.24%	5.18%	5.11%	-0.06%	-0.28%
2 year note	4.90%	5.04%	4.87%	4.75%	-0.12%	-0.14%
3 year note	4.53%	4.88%	4.68%	4.55%	-0.13%	0.02%
5 year note	4.16%	4.72%	4.51%	4.38%	-0.13%	0.22%
10 year note	3.84%	4.68%	4.50%	4.40%	-0.10%	0.56%

GPA Investment Report 2

Compliance Report

June 30, 2024

Citrus Heights Water District | Total Aggregate Portfolio

Category

Policy Diversification Constraint	Policy Limit	Actual Value*	Status
US Treasury Obligations Maximum % of Holdings	100.000	15.979	Compliant
US Agency Securities Maximum % holdings	100.000	26.694	Compliant
Supranationals - Issuer is IADB, IBRD, or IFC	0.000	0.000	Compliant
Supranationals Maximum % of Holdings	30.000	5.532	Compliant
Municipal Bonds - Other States Outside of CA	25.000	1.194	Compliant
Municipal Bonds - Other States Outside of CA Issuer Concentration	10.000	1.194	Compliant
Municipal Bonds - State of California	25.000	0.489	Compliant
Municipal Bonds - State of California Issuer Concentration	10.000	0.489	Compliant
Municipal Bonds CA Entities Issuer Concentration	10.000	0.732	Compliant
Municipal Bonds CA Entities Max. % of Holdings	30.000	2.907	Compliant
Mortgages, CMOs and Asset Backed Securities Maximum % of Holdings	20.000	5.054	Compliant
Corporate Notes & Commercial Paper Single Issuer %	10.000	1.641	Compliant
Corporate Notes Maximum % of Holdings	30.000	10.050	Compliant
Corporate Notes must be Issued by US Corporation	0.000	0.000	Compliant
Commercial Paper Issued and Operating in the US	0.000	0.000	Compliant
Commercial Paper Maximum % of Holdings	25.000	0.000	Compliant
Negotiable CDs Issuer Concentration	10.000	0.000	Compliant
Negotiable CDs Maximum % of Holdings	30.000	0.000	Compliant
Banker's Acceptance Issuer Concentration	30.000	0.000	Compliant
Banker's Acceptance Maximum % of Holdings	40.000	0.000	Compliant
Money Market Issuer Concentration	10.000	4.661	Compliant
Money Market Maximum % of Holdings	20.000	5.428	Compliant
LGIP Maximum % of Holdings	100.000	2.284	Compliant

GPA Investment Report

¹⁾ Actual values are based on market value.

²⁾ The compliance report allows for resolutions to be documented if an actual value exceeds a limit. The specific resolution can be found on the client portal site.

Compliance Report

GPA

Citrus Heights Water District | Total Aggregate Portfolio

June 30, 2024

Category

Policy Maturity Structure Constraint	Policy Limit	Actual %	Status
Maturity Constraints Under 5 years Minimum % of Total Portfolio	100.000	100.000	Compliant
Policy Maturity Constraint	Policy Limit	Actual Term	Status
US Treasury Maximum Maturity At Time of Purchase (years)	5.000	5.000	Compliant
US Agency Maximum Maturity At Time of Purchase (years)	5.000	4.992	Compliant
Supranationals Maximum Maturity At Time of Purchase (years)	5.000	4.943	Compliant
Municipals Maximum Maturity At Time of Purchase (years)	5.000	4.995	Compliant
Mortgages, CMOs and Asset Backed Securities Maximum Maturity At Time of Purchase (years)	5.000	4.565	Compliant
Corporate Maximum Maturity At Time of Purchase (years)	5.000	4.995	Compliant
Commercial Paper Days to Final Maturity (days)	270.000	0.000	Compliant
Negotiable CDs Maximum Maturity At Time of Purchase (years)	1.000	0.000	Compliant
Banker's Acceptance Maximum Maturity At Time of Purchase (days)	180.000	0.000	Compliant
Repurchase Agreements Maximum Maturity At Time of Purchase (days)	365.000	0.000	Compliant
Policy Credit Constraint			Status
Supranationals Ratings AA-/Aa3/AA- or better (Rated by 1 NRSRO)			Compliant
Municipal Bonds Ratings Minimum AA-/Aa3/AA- (Rated by 1 NRSRO)			Compliant
Mortgages, CMOs and Asset Backed Securities Minimum Credit Rating AA/Aa3/AA (Rated by 1 NRSRO)			Compliant
Corporate Notes Ratings Minimum A-/A-/A3 (Rated by 1 NRSRO)			Compliant
Commercial Paper Ratings Minimum A1/P1/F1 (Rated by 1 NRSRO)			Compliant
Commercial Paper Minimum Long Term Rating A-/A3/A- (Rated by 1 NRSRO)			Compliant
Banker's Acceptance Ratings Minimum A-/A3/A- (Rated by 1 NRSRO)			Compliant
Money Market Ratings Minimum AAA/Aaa/AAA (Rated by 1 NRSRO)			Compliant

¹⁾ Actual values are based on market value.

²⁾ The compliance report allows for resolutions to be documented if an actual value exceeds a limit. The specific resolution can be found on the client portal site.

Summary Overview

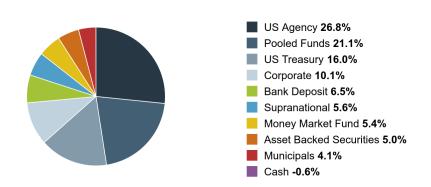
Citrus Heights Water District | Total Aggregate Portfolio



Portfolio Characteristics

Cash and Cash Equivalents	
	9,979,429.69
Investments	20,838,713.82
Book Yield	4.62%
Market Yield	5.05%
Effective Duration	1.45
Years to Maturity	1.66
Avg Credit Rating	AAA

Allocation by Asset Class



Strategic Structure

Account	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain (Loss)	Accrued	Yield at Cost	Effective Duration	Benchmark Duration	Benchmark
CHWD-Investment Core	21,124,828.14	20,758,371.68	20,609,283.55	20,686,533.14	(71,838.54)	196,459.71	4.81%	2.14	2.10	ICE BofA 0-5 Year US Treasury Index
CHWD-Liquidity	9,935,150.67	9,935,150.67	9,935,150.67	9,935,150.67	0.00	0.00	4.22%	0.01	0.08	ICE BofA US 1-Month Treasury Bill Index
Total	31,059,978.81	30,693,522.35	30,544,434.22	30,621,683.81	(71,838.54)	196,459.71	4.62%	1.45		

GPA Investment Report 5



CHWD Holdings Report As of 06/30/2024

CHWD_Total Portfolio (354503)

Dated: 07/11/2024

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Identifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain/Loss	Accrued Balance	Book Yield	GPA Effective Duration, Years to Final Maturity
CAL_CAMP	California Asset Management Program	06/30/2024	5,792,809.40	5,792,809.40	5,792,809.40	5,792,809.40	0.00	0.00	5.440	0.010 0.000
CAL_LGIP	CALIFORNIA LAIF	06/30/2024	699,444.52	699,444.52	699,444.52	699,444.52	0.00	0.00	4.330	0.010 0.000
60934N104	FEDERATED HRMS GV O INST	06/30/2024	1,427,334.81	1,427,334.81	1,427,334.81	1,427,334.81	0.00	0.00	5.170	0.000 0.000
CHWD_BMO_DE	BMO Deposit	06/30/2024	2,015,561.94	2,015,561.94	2,015,561.94	2,015,561.94	0.00	0.00	0.000	0.010 0.000
31846V203	FIRST AMER:GVT OBLG Y	06/30/2024	234,799.31	234,799.31	234,799.31	234,799.31	0.00	0.00	4.930	0.000 0.000
CCYUSD	Payable	06/30/2024	-605,658.53	-605,658.53	-605,658.53	-605,658.53	0.00	0.00	0.000	0.000 0.000
CCYUSD	Receivable	06/30/2024	415,138.24	415,138.24	415,138.24	415,138.24	0.00	0.00	0.000	0.000 0.000
91282CFA4	UNITED STATES TREASURY	07/31/2024	350,000.00	349,297.27	342,972.66	349,310.50	13.23	4,384.62	5.530	0.090 0.085
3133EPDE2	FEDERAL FARM CREDIT BANKS FUNDING CORP	09/09/2024	400,000.00	400,066.85	400,424.00	399,808.00	-258.85	6,688.89	5.276	0.195 0.194
3133EPVK8	FEDERAL FARM CREDIT BANKS FUNDING CORP	10/02/2024	400,000.00	399,818.33	399,244.00	399,720.00	-98.33	5,191.67	5.440	0.257 0.257
91282CFX4	UNITED STATES TREASURY	11/30/2024	450,000.00	448,367.19	445,746.09	448,501.50	134.31	1,715.16	5.407	0.414 0.419
3130ATUR6	FEDERAL HOME LOAN BANKS	12/13/2024	350,000.00	349,218.26	347,474.75	348,729.50	-488.76	809.38	5.144	0.447 0.454
91282CDS7	UNITED STATES TREASURY	01/15/2025	400,000.00	391,346.11	378,015.63	391,200.00	-146.11	2,076.92	5.330	0.530 0.545
3130AV7L0	FEDERAL HOME LOAN BANKS	02/28/2025	300,000.00	300,038.89	300,099.00	299,406.00	-632.89	5,125.00	4.975	0.638 0.665
3130AUZC1	FEDERAL HOME LOAN BANKS	03/14/2025	350,000.00	348,923.01	347,480.00	348,565.00	-358.00	4,811.28	5.083	0.682 0.704
3135G03U5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	04/22/2025	350,000.00	338,048.98	324,558.50	337,491.00	-557.98	419.27	5.093	0.795 0.810
02582JJT8	AMXCA 2022-2 A	05/15/2025	200,000.00	196,971.15	193,437.50	196,420.00	-551.15	301.33	5.277	0.844 0.873
912828XB1	UNITED STATES TREASURY	05/15/2025	400,000.00	389,958.82	380,328.13	389,640.00	-318.82	1,085.60	5.171	0.853 0.873
254683CS2	DCENT 2022-2 A	05/15/2025	200,000.00	196,079.08	192,750.00	196,302.00	222.92	295.11	5.747	0.844 0.873
3133EPNB7	FEDERAL FARM CREDIT BANKS FUNDING CORP	06/20/2025	300,000.00	299,440.44	298,854.00	298,428.00	-1,012.44	423.96	4.829	0.942 0.972
3133EPRS6	FEDERAL FARM CREDIT BANKS FUNDING CORP	07/28/2025	350,000.00	349,186.54	348,539.10	349,314.00	127.46	7,251.56	5.103	1.022 1.077
06428CAC8	BANK OF AMERICA NA	08/18/2025	250,000.00	249,977.21	249,960.00	250,770.00	792.79	5,218.40	5.658	1.007 1.134
89236TKZ7	TOYOTA MOTOR CREDIT CORP	09/11/2025	200,000.00	200,292.93	200,490.00	200,782.00	489.07	3,422.22	5.469	1.133 1.200
91282CFK2	UNITED STATES TREASURY	09/15/2025	300,000.00	296,087.56	292,769.53	294,597.00	-1,490.56	3,081.52	4.649	1.159 1.211
17325FBA5	CITIBANK NA	09/29/2025	250,000.00	249,895.31	249,832.50	251,265.00	1,369.69	3,746.44	5.900	1.114 1.249
14041NGB1	COMET 2022-3 A	10/15/2025	200,000.00	199,528.02	199,156.25	198,996.00	-532.02	440.00	5.200	1.224 1.293
3133EPMB8	FEDERAL FARM CREDIT BANKS FUNDING CORP	12/08/2025	300,000.00	298,001.03	296,577.00	296,391.00	-1,610.03	790.63	4.621	1.380 1.441
89115A2K7	TORONTO-DOMINION BANK	01/09/2026	200,000.00	199,178.26	198,656.00	199,270.00	91.74	4,876.20	5.395	1.419 1.528
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP	01/22/2026	500,000.00	498,260.08	497,790.00	494,140.00	-4,120.08	9,109.38	4.360	1.470 1.564
91282CGL9	UNITED STATES TREASURY	02/15/2026	350,000.00	346,276.01	344,175.78	345,268.00	-1,008.01	5,269.23	4.702	1.536 1.630



CHWD Holdings Report As of 06/30/2024

CHWD_Total Portfolio (354503)

Dated: 07/11/2024

Identifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized	Accrued Balance	Book Yield	
3133EPNV3	FEDERAL FARM CREDIT BANKS FUNDING CORP	03/30/2026	300,000.00	299,419.47	299,085.00	297,654.00	Gain/Loss -1,765.47	3,317.71	4.496	Years to Final Maturity 1.652 1.747
3133EPPR0	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/10/2026	400,000.00	399,382.78	399,045.60	398,524.00	-858.78	4,162.50	4.721	1.676 1.778
14913UAA8	CATERPILLAR FINANCIAL SERVICES CORP	05/15/2026	150,000.00	148,884.13	148,278.00	147,981.00	-903.13	833.75	4.779	1.772 1.873
3133EPUD5	FEDERAL FARM CREDIT BANKS FUNDING CORP	05/28/2026	300,000.00	299,418.11	299,160.60	299,688.00	269.89	1,306.25	4.863	1.805 1.909
24422EWX3	JOHN DEERE CAPITAL CORP	06/08/2026	150,000.00	149,992.13	149,988.00	149,052.00	-940.13	455.21	4.752	1.829 1.939
89239KAC5	TAOT 2022-A A3	06/15/2026	113,430.41	110,515.97	109,181.20	111,193.56	677.60	62.01	5.555	0.450 1.958
3133EPNG6	FEDERAL FARM CREDIT BANKS FUNDING CORP	06/23/2026	300,000.00	299,788.54	299,679.00	297,882.00	-1,906.54	291.67	4.413	1.878 1.980
3133EPQC2	FEDERAL FARM CREDIT BANKS FUNDING CORP	07/17/2026	250,000.00	249,720.16	249,595.25	249,207.50	-512.66	5,267.36	4.684	1.897 2.047
78016FZZ0	ROYAL BANK OF CANADA	07/20/2026	150,000.00	149,724.25	149,596.50	149,806.50	82.25	3,488.33	5.298	1.888 2.055
06051GLA5	BANK OF AMERICA CORP	07/22/2026	150,000.00	148,861.12	147,766.50	148,554.00	-307.12	3,197.89	5.363	1.002 2.060
797272RN3	SAN DIEGO CALIF CMNTY COLLEGE DIST	08/01/2026	145,000.00	135,895.05	131,719.45	135,134.20	-760.85	873.02	4.718	2.005 2.088
94988J6D4	WELLS FARGO BANK NA	08/07/2026	250,000.00	249,933.40	249,905.00	250,750.00	816.60	5,450.00	5.464	1.869 2.104
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/14/2026	350,000.00	349,811.48	349,733.30	348,201.00	-1,610.48	5,993.75	4.527	1.973 2.123
34533YAE0	FORDO 2020-C A4	08/15/2026	218,906.93	210,434.73	206,696.03	214,800.23	4,365.51	49.62	4.876	0.442 2.126
3130AWTQ3	FEDERAL HOME LOAN BANKS	09/11/2026	350,000.00	348,639.34	348,110.00	349,237.00	597.66	4,946.18	4.814	2.044 2.200
78016EZZ3	ROYAL BANK OF CANADA	11/02/2026	200,000.00	184,219.10	177,770.00	183,216.00	-1,003.10	458.89	5.114	2.249 2.342
13067WRD6	CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/01/2026	165,000.00	150,043.05	145,063.05	149,886.00	-157.05	126.50	5.028	2.343 2.422
17325FBC1	CITIBANK NA	12/04/2026	250,000.00	253,329.34	254,080.00	251,350.00	-1,979.34	1,029.00	4.872	2.178 2.430
91282CJT9	UNITED STATES TREASURY	01/15/2027	500,000.00	498,509.13	498,261.72	492,735.00	-5,774.13	9,230.77	4.125	2.348 2.545
912828Z78	UNITED STATES TREASURY	01/31/2027	375,000.00	348,922.25	339,667.97	347,051.25	-1,871.00	2,348.90	4.438	2.476 2.589
3133ENVD9	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/26/2027	350,000.00	335,192.07	330,400.00	334,173.00	-1,019.07	1,816.84	4.522	2.659 2.821
91412HFP3	UNIVERSITY CALIF REVS	05/15/2027	200,000.00	183,811.02	178,080.00	181,638.00	-2,173.02	349.09	4.469	2.760 2.873
91282CEW7	UNITED STATES TREASURY	06/30/2027	300,000.00	292,323.53	289,699.22	289,464.00	-2,859.53	26.49	4.187	2.775 3.000
7994082A6	SAN RAMON VALLEY CALIF UNI SCH DIST	08/01/2027	250,000.00	225,663.81	218,142.50	224,402.50	-1,261.31	1,233.33	4.688	2.955 3.088
799038NS9	SAN MATEO CNTY CALIF CMNTY COLLEGE DIST	09/01/2027	220,000.00	199,371.41	192,810.20	199,073.60	-297.81	1,075.80	4.768	3.023 3.172
65480BAD9	NAROT 2021-A A4	09/15/2027	200,000.00	187,315.59	183,296.88	191,438.00	4,122.41	50.67	5.002	0.935 3.211
91282CFM8	UNITED STATES TREASURY	09/30/2027	300,000.00	299,643.63	299,531.25	296,601.00	-3,042.63	3,110.66	4.164	2.983 3.252
419792DB9	HAWAII ST	10/01/2027	200,000.00	193,182.75	191,052.00	191,730.00	-1,452.75	1,675.00	4.514	2.835 3.255
89236TKL8	TOYOTA MOTOR CREDIT CORP	11/10/2027	150,000.00	152,685.89	153,498.00	152,206.50	-479.39	1,158.13	4.850	3.027 3.364
12663JAC5	CNH 2022-B A3	11/15/2027	243,211.78	238,090.11	236,618.46	239,262.02	1,171.91	420.49	5.368	0.866 3.378



As of 06/30/2024

CHWD Holdings Report

CHWD_Total Portfolio (354503)

Dated: 07/11/2024

Identifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain/Loss	Accrued Balance	Book Yield	GPA Effective Duration Years to Final Maturity
023135CP9	AMAZON.COM INC	12/01/2027	150,000.00	149,675.09	149,578.50	148,885.50	-789.59	568.75	4.620	3.071 3.422
142921AD7	CARMX 2032-2 A3	01/18/2028	200,000.00	199,447.28	199,289.06	199,060.00	-387.28	448.89	5.252	1.458 3.553
24422EWR6	JOHN DEERE CAPITAL CORP	01/20/2028	150,000.00	150,086.33	150,111.00	149,361.00	-725.33	3,186.46	4.731	3.173 3.559
3133EPAV7	FEDERAL FARM CREDIT BANKS FUNDING CORP	02/14/2028	250,000.00	247,717.41	247,082.50	244,840.00	-2,877.41	3,686.63	4.154	3.29 ⁴ 3.627
931142FB4	WALMART INC	04/15/2028	150,000.00	147,699.25	147,082.50	146,146.50	-1,552.75	1,235.00	4.352	3.417 3.794
46647PDA1	JPMORGAN CHASE & CO	04/26/2028	150,000.00	146,171.02	144,790.50	146,329.50	158.48	1,170.81	5.145	2.603 3.824
91282CCE9	UNITED STATES TREASURY	05/31/2028	300,000.00	270,162.92	262,359.38	265,968.00	-4,194.92	317.62	4.082	3.748 3.920
3130AWN63	FEDERAL HOME LOAN BANKS	06/30/2028	300,000.00	299,142.89	298,938.00	291,618.00	-7,524.89	33.33	4.080	3.576 4.000
89115A2U5	TORONTO-DOMINION BANK	07/17/2028	150,000.00	150,988.17	151,221.00	151,863.00	874.83	3,774.05	5.335	3.511 4.047
419792YT7	HAWAII ST	08/01/2028	200,000.00	174,893.52	169,290.00	173,982.00	-911.52	954.17	4.623	3.889 4.088
459058KW2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	08/01/2028	500,000.00	508,765.27	509,670.00	502,245.00	-6,520.27	9,635.42	4.150	3.625 4.088
3133EPUN3	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/28/2028	350,000.00	352,031.58	352,439.50	350,168.00	-1,863.58	5,381.25	4.328	3.707 4.162
45950VSM9	INTERNATIONAL FINANCE CORP	11/27/2028	250,000.00	254,386.65	254,912.50	249,735.00	-4,651.65	1,062.50	4.056	3.948 4.411
3130AXQK7	FEDERAL HOME LOAN BANKS	12/08/2028	500,000.00	513,488.55	514,770.00	506,920.00	-6,568.55	1,517.36	4.071	3.965 4.441
91282CDW8	UNITED STATES TREASURY	01/31/2029	425,000.00	385,670.56	382,101.56	378,947.00	-6,723.56	3,105.77	3.997	4.291 4.589
4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK	02/15/2029	450,000.00	447,963.71	447,825.15	443,691.00	-4,272.71	7,785.94	4.233	4.097 4.630
45950VSZ0	INTERNATIONAL FINANCE CORP	03/27/2029	500,000.00	491,107.68	490,789.00	498,370.00	7,262.32	5,711.81	4.800	4.198 4.739
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/30/2029	625,000.00	633,569.57	633,768.75	634,081.25	511.68	5,030.38	4.430	4.258 4.832
91282CES6	UNITED STATES TREASURY	05/31/2029	650,000.00	604,144.53	604,144.53	603,837.00	-307.53	1,514.00	4.360	4.517 4.917
	***	02/22/2026	31,059,978.81	30,693,522.35	30,544,434.22	30,621,683.81	-71,838.54	196,459.71	4.619	1.451 1.649

^{*} Weighted by: Market Value. * Holdings Displayed by: Lot.

This report is for general informational purposes only and is not intended to provide specific advice or recommendations. Government Portfolio Advisors (GPA) is an investment advisor registered with the Securities and Exchange Commission and is required to maintain a written disclosure statement of our background and business experience.

Questions About an Account: GPA's monthly & quarterly reports are intended to detail the investment advisory activity managed by GPA. The custodial bank maintains the control of assets and settles all investment transactions. The custodial statement is the official record of security and cash holdings and transactions. GPA recognizes that clients may use these reports to facilitate record keeping and that the custodial bank statement and the GPA report should be reconciled, and differences documented.

Trade Date versus Settlement Date: Many custodial banks use settlement date basis and post coupons or maturities on the following business days when they occur on weekend. These items may result in the need to reconcile due to a timing difference. GPA reports are on a trade date basis in accordance with GIPS performance standards. GPA can provide all account settings to support the reason for any variance.

Bank Deposits and Pooled Investment Funds Held in Liquidity Accounts Away from the Custodial Bank are Referred to as Line Item Securities: GPA relies on the information provided by clients when reporting pool balances, bank balances and other assets that are not held at the client's custodial bank. GPA does not guarantee the accuracy of information received from third parties. Balances cannot be adjusted once submitted however corrective transactions can be entered as adjustments in the following months activity. Assets held outside the custodial bank that are reported to GPA are included in GPA's oversight compliance reporting and strategic plan.

Account Control: GPA does not have the authority to withdraw or deposit funds from or to any client's custodial account. Clients retain responsibility for the deposit and withdrawal of funds to the custodial account. Our clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Custodial Bank Interface: Our contract provides for the ability for GPA to interface into our client's custodial bank to reconcile transactions, maturities and coupon payments. The GPA client portal will be available to all clients to access this information directly at any time.

Market Price: Generally, GPA has set all securities market pricing to match custodial bank pricing. There may be certain securities that will require pricing override due to inaccurate custodial bank pricing that will otherwise distort portfolio performance returns. GPA may utilize Refinitiv pricing source for commercial paper, discount notes and supranational bonds when custodial bank pricing does not reflect current market levels. The pricing variances are obvious when market yields are distorted from the current market levels.

Performance Calculation: Historical returns are presented as time-weighted total return values and are presented gross and net of fees.

Amortized Cost: The original cost on the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discounts or premiums are amortized on a straight-line basis on all securities. This can be changed at the client's request.

Callable Securities: Securities subject to redemption in whole or in part prior to the stated final maturity at the discretion of the security's issuer are referred to as "callable". Certain call dates may not show up on the report if the call date has passed or if the security is continuously callable until maturity date. Bonds purchased at a premium will be amortized to the next call date while all other callable securities will be amortized to maturity. If the bond is amortized to the call date, amortization will be reflected to that date and once the call date passes, the bond will be fully amortized.

Duration: The duration is the effective duration. Duration on callable securities is based on the probability of the security being called given market rates and security characteristics.

Benchmark Duration: The benchmark duration is based on the duration of the stated benchmark that is assigned to each account.

Rating: Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Coupon Payments and Maturities on Weekends: On occasion, coupon payments and maturities occur on a weekend or holiday. GPA's report settings are on the accrual basis so the coupon postings and maturities will be accounted for in the period earned. The bank may be set at a cash basis, which may result in a reconciliation variance.

Cash and Cash Equivalents: GPA has defined cash and cash equivalents to be cash, bank deposits, LGIP pools and repurchase agreements. This may vary from your custodial bank which typically defines cash and equivalents as all securities that mature under 90 days. Check with your custodial bank to understand their methodology.

Account Settings: GPA has the portfolio settings at the lot level, if a security is sold our setting will remove the lowest cost security first. First-in-first-out (FIFO) settings are available at the client's request.

Historical Numbers: Data was transferred from GPA's legacy system, however, variances may exist from the data received due to a change of settings on Clearwater. GPA is utilizing this information for historical return data with the understanding the accrual settings and pricing sources may differ slightly.

Financial Situation: In order to better serve you, GPA should be promptly notified of any material change in your investment objective or financial situation.

No Guarantee: The securities in the portfolio are not guaranteed or otherwise protected by GPA, the FDIC (except for non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested.



TREASURER'S REPORT OF ACCOUNT BALANCES June 30, 2024

Fund Name	C	Beginning Balance 01/01/2024	Tr	ear to Date ransfers In / Collections	Year to Date Transfers Out	Т	urrent Month ransfers In / Collections	rrent Month cansfers Out	ding Balance 6/30/2024
Operating Reserve	\$	3,943,592							\$ 3,943,592
Operating Fund	\$	10,181,232	\$	9,720,312	\$ (10,746,337)	\$	1,399,326	\$ (1,133,429)	\$ 9,421,104
Rate Stabilization Fund	\$	1,000,000							\$ 1,000,000
Capital Improvement Reserve	\$	3,146,633							\$ 3,146,633
Restricted for Debt Service	\$	-							\$ -
Water Supply Reserve	\$	2,823,173	\$	200,000					\$ 3,023,173
Water Efficiency Reserve	\$	200,000	\$	200,000					\$ 400,000
Water Meter Replacement Reserve	\$	1,925,000							\$ 1,925,000
Water Main Reserve - Project 2030	\$	2,521,129	\$	559,801		\$	112,114		\$ 3,193,044
Fleet Equipment Reserve	\$	471,395							\$ 471,395
Employment-Related Benefits Reserve	\$	1,015,536							\$ 1,015,536
	\$	27,227,690	\$	10,680,113	\$ (10,746,337)	\$	1,511,440	\$ (1,133,429)	\$ 27,539,477

ANNIE Y. L.O., Treasurer

TREASURER'S REPORT OF FUND BALANCES June 30, 2024

Fund Transfers Summary:

Operating Fund:

Fund Disbursed/Transferred	<u>\$</u>	(1,133,429)
Net Fund Transferred:	\$	(265,897)

Water Main Reserve - Project 2030 \$ 112,114

	June	Year-to-Date	Year-to-Date	YTD Variance	Percent of	Approved
_	Actual	Actual	Budget	Amount	Total Budget	Budget
Revenues	.	. -	A = 000 010 =0	40000		
Metered Service Charges	\$ 1,051,097.08	\$ 6,248,706.44	\$ 5,922,916.72	\$325,789.72		\$11,845,833.44
Metered Water Deliveries	605,136.27	2,189,803.51	2,278,970.08	(89,166.57)		6,511,343.09
Water Main Replacement Revenue	112,082.98	671,915.09	686,000.00	(14,084.91)		1,372,000.00
Penalties	10,759.26	64,926.96	34,594.10	30,332.87		69,188.19
Interest	32,754.93	453,221.20	172,369.80	280,851.40		344,739.60
Backflow Fees	8,616.06	43,031.35	27,630.20	15,401.15		55,260.40
Water Service Install & S&R	0.00	22,343.00	4,800.00	17,543.00		9,600.00
Grant Funds	0.00	87,513.71	1,553,500.00	(1,465,986.29)	3%	3,107,000.00
Miscellaneous *	-1,005.83	3,261.00	6,394.25	(3,133.25)	25%	12,788.50
Cost Reimbursements	0.00	6,571.41	2,850.02	3,721.39	115%	5,700.04
Income - Wheeling Water	0.00	0.00	36,568.64	(36,568.64)	0%	73,137.28
Income - Connection Fees	0.00	102,894.68	64,455.73	38,438.95		128,911.46
Total Revenue	1,819,440.75	9,894,188.35	10,791,049.54	(896,861.19)		23,535,502.00
Charges & other Miscellaneous Revenue Sources	!					
Operating Expenses						1
Cost of Water						Ì
Purchased Water	0.00	1,275,403.66	1,583,750.00	(308,346.34)	40%	3,167,500.00
Ground Water	52,087.11	319,162.74	550,018.50	(230,855.76)	29%	1,100,037.00
Ground Water	52,087.11	1,594,566.40	2,133,768.50	(539,202.10)		4,267,537.00
Labor & Benefits	32,007.11	1,004,000.40	2,100,700.00	(333,202.10)	31 70	1 4,207,337.00
Labor Regular	320,960.43	1,998,767.07	2,170,001.33	(171,234.26)	46%	4,340,002.66
Labor Non-Regular	142.92	1,616.42	300.00	1,316.42		600.00
Labor Taxes	24,875.86	156,378.11	168,085.57	(11,707.46)		336,171.13
Labor Workers Comp	0.00	27,965.20	50,050.00	(22,084.80)		100,100.00
Labor External	2,550.00	9,000.00	42,229.00	(33,229.00)		84,458.00
Labor External	2,550.00	9,000.00	42,229.00	(33,229.00)	1 1 70	1 04,430.00
Benefits Med/Den/Vis	52,446.40	351,062.44	358,179.88	(7,117.44)	49%	716,359.75
Benefits LTD/Life/EAP	4,863.99	36,555.53	76,707.90	(40,152.37)		153,415.79
Benefits CalPers	32,946.22	180,350.20	234,326.52	(53,976.32)	38%	468,653.04
Benefits Other	8,590.60	83,548.44	91,146.92	(7,598.47)		182,293.83
Benefit Retiree Expenses	5,136.64	22,751.79	29,998.08	(7,246.29)		59,996.16
Benefit GASB 68	116,952.00	336,269.50	359,699.50	(23,430.00)	47%	719,399.00
Belletit OAOD 00	110,332.00	330,203.30	555,055.50	(20,400.00)	47 /0	1 19,000.00
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	Year-to-Date	Year-to-Date	YTD Variance	Percent of	Approved
Actual	Actual	Budget	Amount	Total Budget	Budget
0.00	(225,997.94)	(249,999.50)	24,001.56	45%	(499,999.00)
569,465.06	2,978,266.76	3,330,725.18	(352,458.42)	45%	6,661,450.36
ĺ				Ì	
15,846.22	86,959.82	93,242.74	(6,282.91)	47%	186,485.47
196.00	91,119.99	123,168.50	(32,048.51)	37%	246,337.00
2,918.12	18,357.61	31,036.50	(12,678.89)	30%	62,073.00
2,811.06	174,517.82	106,325.00	68,192.82	82%	212,650.00
5,932.39	61,902.40	80,100.00	(18,197.60)	39%	160,200.00
2,307.71	51,897.74	86,919.50	(35,021.76)	30%	173,839.00
4,549.47	145,893.13	54,988.50	90,904.63	133%	109,977.00
0.00	600.00	0.00	600.00	- İ	0.00
6,524.23	35,080.48	44,650.00	(9,569.52)	39%	89,300.00
6,380.78	49,100.25	56,750.00	(7,649.75)	43%	113,500.00
0.00	93,901.11	61,632.50	32,268.61	76% İ	123,265.00
2,544.06	26,860.71	15,700.00	11,160.71	86% İ	31,400.00
39,515.33	410,279.58	90,000.00	320,279.58	228%	180,000.00
3,822.99	29,618.02	71,201.00	(41,582.98)	21% İ	142,402.00
225.00	4,103.40	14,751.00	(10,647.60)	14%	29,502.00
4,799.89	30,845.57	32,000.00		48% İ	64,000.00
2,550.07	26,754.20	41,575.00	,	· ·	83,150.00
3,136.39	18,494.11	(49,415.00)	,	· ·	(98,830.00)
		2,500.00		· ·	5,000.00
		(99,985.00)			(199,970.00)
	,	,	,		0.00
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104.059.71	370.907.43	857.140.24	(486.232.81)	22%	1,714,280.47
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128.791.24	721.106.63	1.026.521.50	(305.414.87)	35%	2,053,043.00
,	•		,		519,003.00
			•		45,000.00
,,,,,,	,	,	(*,*****)	1	,
165,140.17	1,028,841.61	1,308,523.00	(279,681.39)	39%	2,617,046.00
i			,	į	
890,752.05	1,012,867.63	7,665,034.00	(6,652,166.37)	7%	15,330,068.00
928,688.70	3,298,344.63	3,126,015.54	172,329.09	40%	8,205,434.00
	0.00 569,465.06 15,846.22 196.00 2,918.12 2,811.06 5,932.39 2,307.71 4,549.47 0.00 6,524.23 6,380.78 0.00 2,544.06 39,515.33 3,822.99 225.00 4,799.89 2,550.07 3,136.39 0.00 0.00 0.00 104,059.71 128,791.24 33,735.68 2,613.25	0.00 (225,997.94) 569,465.06 2,978,266.76 15,846.22 86,959.82 196.00 91,119.99 2,918.12 18,357.61 2,811.06 174,517.82 5,932.39 61,902.40 2,307.71 51,897.74 4,549.47 145,893.13 0.00 600.00 6,524.23 35,080.48 6,380.78 49,100.25 0.00 93,901.11 2,544.06 26,860.71 39,515.33 410,279.58 3,822.99 29,618.02 225.00 4,103.40 4,799.89 30,845.57 2,550.07 26,754.20 3,136.39 18,494.11 0.00 (187,901.92) 0.00 (180,216.40) 104,059.71 370,907.43 128,791.24 721,106.63 33,735.68 293,214.63 2,613.25 14,520.35 165,140.17 1,028,841.61	0.00 (225,997.94) (249,999.50) 569,465.06 2,978,266.76 3,330,725.18 15,846.22 86,959.82 93,242.74 196.00 91,119.99 123,168.50 2,918.12 18,357.61 31,036.50 2,811.06 174,517.82 106,325.00 5,932.39 61,902.40 80,100.00 2,307.71 51,897.74 86,919.50 4,549.47 145,893.13 54,988.50 0.00 600.00 0.00 6,380.78 49,100.25 56,750.00 0.00 93,901.11 61,632.50 2,544.06 26,860.71 15,700.00 39,515.33 410,279.58 90,000.00 3,822.99 29,618.02 71,201.00 225.00 4,103.40 14,751.00 4,799.89 30,845.57 32,000.00 2,550.07 26,754.20 41,575.00 3,136.39 18,494.11 (49,415.00) 0.00 (180,216.40) 0.00 104,059.71	0.00 (225,997.94) (249,999.50) 24,001.56 569,465.06 2,978,266.76 3,330,725.18 (352,458.42) 15,846.22 86,959.82 93,242.74 (6,282.91) 196.00 91,119.99 123,168.50 (32,048.51) 2,918.12 18,357.61 31,036.50 (12,678.89) 2,811.06 174,517.82 106,325.00 68,192.82 5,932.39 61,902.40 80,100.00 (18,197.60) 2,307.71 51,897.74 86,919.50 (35,021.76) 4,549.47 145,893.13 54,988.50 90,904.63 0.00 600.00 0.00 600.00 6,524.23 35,080.48 44,650.00 (9,569.52) 6,380.78 49,100.25 56,750.00 (7,649.75) 0.00 93,901.11 61,632.50 32,268.61 2,544.06 26,860.71 15,700.00 11,160.71 39,515.33 410,279.58 90,000.00 320,279.58 3,822.99 29,618.02 71,201.00 (41,582.98)	0.00 (225,997.94) (249,999.50) 24,001.56 45% 569,465.06 2,978,266.76 3,330,725.18 (352,458.42) 45% 15,846.22 86,959.82 93,242.74 (6,282.91) 47% 196.00 91,119.99 123,168.50 (32,048.51) 37% 2,918.12 18,357.61 31,036.50 (12,678.89) 30% 2,811.06 174,517.82 106,325.00 68,192.82 82% 5,932.39 61,902.40 80,100.00 (18,197.60) 39% 2,307.71 51,897.74 86,919.50 (35,021.76) 30% 4,549.47 145,893.13 54,988.50 90,904.63 133% 0.00 600.00 0.00 600.00 - 6,524.23 35,080.48 44,650.00 (9,569.52) 39% 6,380.78 49,100.25 56,750.00 (7,649.75) 43% 0.00 93,901.11 61,632.50 32,268.61 76% 2,544.06 26,860.71 15,700.00 11,160.71 <t< td=""></t<>

		BUDGET	,	AMOUNTS PAID		PROJECTION
Project Number	Project Name	Approved 2024 Budget	Month to Date	Year to Date	Project to Date	Remaining Budget for Total Project
C16-134	Auburn Blvd-Rusch Park Placer	\$538,021	\$40	\$1,780	\$10,726	\$527,295
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$0	\$0	\$1,676	\$98,324
C20-109	Corp Yard Plans Specs Estimate	\$400,000	\$0	\$0	\$0	\$400,000
C24-003	Fleet & Field Operations Eqpm	\$330,000	\$0	\$0	\$0	\$330,000
C24-004	Technology Hardware & Software	\$55,000	\$0	\$0	\$0	\$55,000
C24-005	Facilities Improvements	\$108,000	\$4,190	\$9,572	\$9,572	\$98,428
C24-011	Valve Replacement	\$120,000	\$14,257	\$61,205	\$61,205	\$58,795
C24-012	Water Service Connections	\$1,507,000	\$70,623	\$572,772	\$572,772	\$934,228
C24-013	Water Meter Replacement	\$125,000	\$2,873	\$16,675	\$16,675	\$108,325
C24-014	Fire Hydrants-Repl, Upgrades,	\$175,000	\$24,491	\$40,007	\$40,007	\$134,993
C24-020	Groundwater Well Improvement	\$200,000	\$0	\$0	\$0	\$200,000
C24-101	Minnesota Drive	\$727,000	\$0	\$10,008	\$10,008	\$716,992
C24-102	Fair Oaks Blvd at Leafcrest Wy	\$344,000	\$0	\$79	\$79	\$343,921
C24-103	Menke Way	\$103,000	\$0	\$0	\$0	\$103,000
Construc	tion in Progress	\$4,832,021	\$116,474	\$712,099	\$722,721	\$4,109,300
C23-012	Water Service Connections	\$0	\$0	\$43,008	\$43,008	(\$43,008)
C23-014	Fire Hydrants	\$0	\$0	\$20,359	\$20,359	(\$20,359)
Annual In	frastructure	\$0	\$0	\$63,366	\$57,593	(\$63,366)
C15-104B	Document Management System	\$64,639	\$0	\$0	\$0	\$64,639
C23-003	Fleet/Field Operations Equip	\$300,727	\$0	\$107,909	\$107,909	\$192,818
Fleet and	Equipment	\$365,366	\$0	\$107,909	\$107,909	\$257,457
C23-040A	City of Citrus Heights Wachtel	0	\$0	\$0	\$16,217	(\$16,217)
Water Ma	ins		\$0	\$0	\$16,217	(\$16,217)
C22-040E	San Juan Ave Complete Streets	\$0	\$0	\$761	\$761	(\$761)
C23-005	Facilities Improvements	\$9,548	\$0	\$68,192	\$68,192	(\$58,644)
C23-040	Other City Partnerships	\$100,000	\$0	\$0	\$0	\$100,000
C23-041	Misc Infrastructure Projects	\$100,000	\$0	\$1,245	\$1,245	\$98,755
C23-104	Patton/Pardal/Alondra/Perdez	\$1,010,000	\$180,944	\$591,858	\$591,858	\$418,142
C23-105	Reno Lane 8-inch	\$0	\$4,296	\$186,944	\$154,944	(\$154,944)
C23-106	Admiral & Anchor 8-inch	\$897,819	\$5,138	\$35,039	\$87,415	\$810,404
C24-010	Annual Water Main Pipeline Rep	\$51,500	\$0	\$0	\$0	\$51,500
Miscellan	eous Projects	\$2,168,867	\$190,378	\$884,039	\$904,415	\$1,264,452
C20-107	Well #7 Ella	\$4,442,536	\$1,755	\$77,031	\$1,309,616	\$3,132,920
C23-020	Groundwater Well Improvements	\$100,000	\$0	\$0 \$0		\$100,000
C23-103	Highland Well #8	\$1,900,000	\$0	\$2,409	\$4,347	\$1,895,653
Wells		\$6,442,536	\$44,660	\$77,685	\$1,312,208	\$5,128,573
	Grand Totals:	\$13,808,790	\$464,677	\$1,467,908	\$2,924,570	\$10,680,198

<u>CHECK</u>	PAYEE	<u>DESCRIPTION</u>	<u>AMOUNT</u>
77930	TINA Y CAMPBELL LVNG TRUST	Customer Refund	\$13.27
77931	PATRICIA D PHILLIPS	Customer Refund	\$14.83
77932	2 DAWNIEL R TAYLOR	Customer Refund	\$455.36
77933	EDMUND L DICKSON DECLARATION OF TRUST	Customer Refund	\$53.25
	THOMAS M KUSUNOKI	Customer Refund	\$26.99
	KENNETH AND JULIA KREIN REVOCABLE TRUST	Customer Refund	\$7.61
	AUBURN LAUNDRY LLC	Customer Refund	\$214.25
	BRECKENRIDGE PROP FUND 2016 LLC	Customer Refund	\$86.23
	S ORION PATH LLC	Customer Refund	\$181.32
	MARIA E JIMENEZ GONZALEZ	Customer Refund	\$31.98
	ACWA JPIA AFLAC	Workers Comp Insurance	\$104.16 \$249.53
	ANSWERNET	Employee Paid Insurance Telephone-Answering Service	\$249.33 \$342.35
	A ARSWERNET B AREA PORTABLE SERVICES	Customer Refund	\$116.68
	BEST BEST AND KRIEGER	Legal & Audit	\$21,297.43
	BLUE JAY TRUCKING INC	Contract Services-Other	\$3,638.26
	CALIFORNIA LANDSCAPE ASSOCIATES INC	Janitorial	\$96.00
77947	CAPITAL FLOW	Material	\$21,527.38
77948	3 CAVANAUGH AND ASSOCIATES PA	Contract Services-Conservation	\$3,000.00
77949	SUSAN CHASE	Toilet Rebate Program	\$150.00
77950	ROBIN COPE	Health Insurance	\$520.00
77951	CORE AND MAIN LP	Material	\$3,323.52
	2 COVINO SMITH AND SIMON	Contract Services-Miscellaneous	\$1,666.67
	S TAMAR DAWSON	Professional Development	\$380.00
	JULIA EUNICE	Contract Services-Other	\$50.00
	S EVERBANK NA	Equipment Rental-Office	\$522.59
	5 ERNESTINE FREEMAN	Retiree Insurance	\$174.70
	FERGUSON ENTERPRISES INC 1423	Material Gas & Oil	\$1,020.28
	B HUNT AND SONS INC DICONIX WATERWORKS	Material	\$1,704.54 \$1,002.08
	INTEGRITY ADMINISTRATORS INC	Health Insurance	\$249.05
	J COMM INC	Contract Services-Other	\$3,750.00
	2 J4 SYSTEMS	Contract Services-Other	\$1,280.00
	MOONLIGHT BPO LLC	Contract Services-Bill Print/Mail	\$4,638.74
77964	NAPA AUTO PARTS	Repair-Equipment	\$132.57
77965	NOWSPEED INC	Contract Services-Other	\$250.00
77966	ONE PRINT SOURCE AND GRAPHICS	Printing	\$103.44
77967	PACE SUPPLY CORP	Material	\$2,532.43
	3 MISSY PIERI	Professional Development	\$245.00
	PRECISION ACTUARIAL INC	Contract Services-Financial	\$4,000.00
	RENTAL GUYS	Equipment Rental-Field	\$153.82
	REGIONAL GOVERNMENT SERVICES	Consulting Services	\$1,415.43
	2 SACRAMENTO COUNTY	Permit Fees Contract Services-Other	\$1,245.00 \$532.44
	S SCARSDALE SECURITY SYSTEMS INC MARY LYNN SCHERRER	Retiree Insurance	\$332.44 \$174.70
	5 LES SCHWAB TIRES	Repair-Trucks	\$20.00
	S SMUD	Utilities Utilities	\$13,298.48
	SPOT ON SIGNS AND GRAPHICS	CS-Office Repair/Maintenance	\$157.22
	S SUNRISE MARKETPLACE	Dues & Subscriptions	\$750.00
77979	STATE WATER RESOURCES CONTROL BOARD	Professional Development	\$80.00
77980	T MOBILE	Telephone-Wireless	\$1,007.66
77981	TEE JANITORIAL MAINTENANCE	Contract Services-Other	\$2,989.00
77982	2. A TEICHERT AND SON INC	Road Base	\$7,467.87
	MELINDA M TUPPER	Retiree Insurance	\$520.00
	WATER SYSTEMS CONSULTING INC	Contract Services-Other	\$1,755.00
	WOLF CONSULTING	Contract Services-Other	\$2,750.00
	6 WYJO SERVICES CORP	Repair-Trucks	\$1,627.26
	ZOHO CORPORATION	Maintenance Agreement-Software	\$332.00
	S ACWA JPIA	Workers Comp Ins Customer Refund	\$70.00 \$8.42
	O BARBARA A BAWDEN RVCL TRUST O ALPHA M JOHNSON TRUST	Customer Refund Customer Refund	\$8.42 \$62.51
11390	ALLINA WI JOHNSON TRUST	Customer (Clund	\$02.31

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7799 MARY J HARTMAN	<u>CHECK</u>	PAYEE	<u>DESCRIPTION</u>	<u>AMOUNT</u>
77993 LESLE MICHELAL SCHEIBER ESTATE	77991	MARY J HARTMAN	Customer Refund	\$171.72
77994 ANTHONY L GAROWSKI FAMILY TRUST Customer Refund \$183.14 77996 MICHELE L GIGUIERE PROPERTIES LLC Customer Refund \$36.61 77997 STANLEY AND VIRGINIA MORGAN FMLY TRST Customer Refund \$15.02 77998 PATRICIA A MARK Customer Refund \$15.02 77999 BASQUIEZ TRUST Customer Refund \$17.03 78000 CHRISTOPHIER LEE GOMEZ LIVING TRUST Customer Refund \$27.70 78010 JILLA POWELL Customer Refund \$257.95 78010 JULLA POWELL Customer Refund \$257.95 78010 ALYSSA ANNE FLANDERS Customer Refund \$257.95 78010 ALYSSA ANNE FLANDERS Customer Refund \$261.53 78010 Foshua Clessica Pearson Customer Refund \$918.40 78010 Foshua Clessica Pearson Customer Refund \$18.43 78010 Foshua Clessica Pearson Cus	77992	CAVANAGH FAMILY REVOCABLE TRUST	Customer Refund	\$417.13
77995 MICHAELT MADDOX Castomer Refund \$38.81 77997 STANLEY AND VIRGINIA MORGAN FMLY TRST Customer Refund \$15.02 77999 TAPRICICA A MARK Customer Refund \$12.26 77999 BLASQUEZ TRUST Customer Refund \$16.26 7800 CHRISTOPHER LEE GOMEZ LIVING TRUST Customer Refund \$417.28 7800 JULI A POWELI Customer Refund \$417.28 7800 ALYSSA ANNE FLANDERS Customer Refund \$257.95 7800 Folhus CASSICA Pearson Customer Refund \$261.55 7800 Folhus CASSICA Pearson Customer Refund \$314.24 7800 TOLIARLES CHASTAIN Customer Refund \$14.43 7800 SILLAM DILLON Customer Refund \$13.35 7800 SILLAM DILLON Customer Refund \$13.35 7800 SILLAM DILLON Customer Refund \$13.35 7801 SHAWA RERE HANSON 2021 TRUST Customer Refund \$13.35	77993	LESLIE MICHEAL SCHEIBER ESTATE	Customer Refund	\$185.71
77996 MICHIELE LGGIUERE PROPERTIES LLC Customer Refinal \$15.62 77998 PATRICIA A MARK Customer Refinal \$23.286 77998 PATRICIA A MARK Customer Refinal \$16.63 78900 CHRISTOPHER LEE GOMEZ LIVING TRUST Customer Refinal \$170.55 7800 LILLA POWELL Customer Refinal \$170.55 7800 DAWNIEL R TAYLOR Customer Refinal \$227.95 7800 DAWNIEL R TAYLOR Customer Refinal \$257.95 7800 JALYSSA ANNE FLANDERS Customer Refinal \$267.95 7800 JALYSSA ANNE FLANDERS Customer Refinal \$261.55 7800 JOLIN PARK Customer Refinal \$261.55 7800 JOLIN PARK Customer Refinal \$44.62 7800 TOLIN PARK Customer Refinal \$44.62 7800 THARLES CHASTAN Customer Refinal \$31.33 7800 SILLUM DILLON Customer Refinal \$31.33 7800 SILLAND DILLON Customer Refinal \$31.33 7801 SILLAND DILLON Customer Refinal \$32.32 7801 SILLAND DILLON Customer Refinal \$32.32 7801 SILLAND DILLON	77994	ANTHONY L GAROWSKI FAMILY TRUST	Customer Refund	\$135.14
77997 STANLEY AND VIRGINIA MORGAN FMLY TRST	77995	MICHAEL T MADDOX	Customer Refund	\$88.34
77998 PATRICIA A MARK Customer Refund \$16.36 77990 LASOOUEZ TRUST Customer Refund \$16.36 78000 CHRISTOPHER LEE GOMEZ LIVING TRUST Customer Refund \$710.55 78001 JILL A POWELL Customer Refund \$27.95 78002 DAWNIEL R TAYLOR Customer Refund \$25.79 78003 ALYSSA ANNE FLANDERS Customer Refund \$26.15 78005 Joshua CJessica A Pearson Customer Refund \$44.62 78007 CHARLES CHASTAIN Customer Refund \$44.62 78007 CHARLES CHASTAIN Customer Refund \$13.33 78009 SILAWAR RENEE HANSON 2021 TRUST Customer Refund \$13.33 78009 SILAWAR RENEE HANSON 2021 TRUST Customer Refund \$132.82 78011 SILARAREHI TAVARRASHITI TRUST Customer Refund \$121.93 78012 SILEKCKENRIDGE PROP FUND 2016 LLC Customer Refund \$219.40 78013 PAMELA O DAVIS Customer Refund \$22.22 78014 SUREKCKENRIDGE PROP FUND 2016 LLC Customer Refund \$101.18 78015 CLAIRE E LARSON TRUST Customer Refund \$101.18 78016 DERRICK SMITH Customer Refund <td>77996</td> <td>MICHELE L GIGUIERE PROPERTIES LLC</td> <td>Customer Refund</td> <td>\$36.61</td>	77996	MICHELE L GIGUIERE PROPERTIES LLC	Customer Refund	\$36.61
78999 BLASQUEZ TRUST	77997	STANLEY AND VIRGINIA MORGAN FMLY TRST	Customer Refund	\$15.02
78000 CHRISTOPHER LEE GOMEZ LIVING TRUST	77998	PATRICIA A MARK	Customer Refund	\$232.86
78001 JILL A POWELL Customer Refund \$257.95	77999	BLASQUEZ TRUST	Customer Refund	\$16.36
78002 DAWNIEL R TAYLOR	78000	CHRISTOPHER LEE GOMEZ LIVING TRUST	Customer Refund	\$710.55
78002 DAWNIEL R TAYLOR	78001	JILL A POWELL	Customer Refund	\$417.28
78004 RANDA MATAR LIVING TRUST	78002	DAWNIEL R TAYLOR	Customer Refund	
78005 Joshus C/Lessica A Pearson	78003	ALYSSA ANNE FLANDERS	Customer Refund	\$55.77
78005 Joshus C/Lessica A Pearson	78004	RANDA MATAR LIVING TRUST	Customer Refund	\$261.55
78006 DINP PARK			Customer Refund	
78007 CHARLES CHASTAIN				
78009 SHAWNA RENEE HANSON 2021 TRUST				
78009 SHAWNA RENEE HANSON 2021 TRUST Customer Refund \$328,52 78010 AMY M WERKS OR ALEXANDRA R LORIS Customer Refund \$328,52 78011 SHARAREH TAVAFRASHIT TRUST Customer Refund \$17,10 78012 BRECKENRIDGE PROP FUND 2016 LLC Customer Refund \$219,47 78013 PAMELA O DAVIS Customer Refund \$219,47 78014 SCOTT OR KAREN L HARTER Customer Refund \$401,18 78015 CLAIRE E LARSON TRUST Customer Refund \$159,46 78016 DERRICK SMITH Customer Refund \$159,46 78017 KENDRICK OR CHELSEA PETERS Customer Refund \$36,04 78018 KILLER WILLIAMS REALTY Customer Refund \$36,04 78019 KELLER WILLIAMS REALTY Customer Refund \$50,65 78020 ANDREY GAIDUCHIK OR ANETA ZAGORENKO Customer Refund \$50,65 78021 MARIA E JIMBENEZ GONZALEZ Customer Refund \$50,48 78022 ROBERTA L MEDIATI TRUST Customer Refund \$50,46 78023 NATIONS DIRECT MORTGAGE LLC Customer Refund \$16,42 78024 ALTA ENTERPRISE INC Customer Refund \$50,46 78025 ADA AUTO REPAIR CENTE				
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78014 SCOTT OR KAREN LHARTER Customer Refund \$401.18 78015 CLAIRE LARSON TRUST Customer Refund \$159.57 78016 DERRICK SMITH Customer Refund \$159.40 78017 KENDRICK OR CHELSEA PETERS Customer Refund \$30.40 78018 XIOMARA F MENDOZA Customer Refund \$36.09 78019 KELLER WILLIAMS REALTY Customer Refund \$590.65 78020 ANDREY GAIDUCHIK OR ANETA ZAGORENKO Customer Refund \$10.89 78021 MARIA E JIMENEZ GONZALEZ Customer Refund \$50.14 78022 ROBERTA L MEDIATI TRUST Customer Refund \$50.14 78023 NATIONS DIRECT MORTGAGE LLC Customer Refund \$156.42 78024 ALTA ENTERPRISE INC Customer Refund \$640.66 78025 AAA AUTO REPAIR CENTER Repair-Trucks \$1,090.42 78026 ADVANCED CHEMICAL TRANSPORT INC Contract Services-Other \$963.60 78027 AFMAN SUPPLY Small Tools \$1,523.67 78028 AIRGAS USA LLC Supplies-Field \$25.67 78029 ALEXANDERS CONTRACT SERVICES Contract Services-Meter Read \$8,258.14 78030 BEST BEST AND KRIEGER				
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78047 RAMON C HERNANDEZ Water Conservation-Material/Supplies \$50.00				
78048 HUNT AND SONS INC Gas & Oil \$2,145.25			**	
	78048	HUNT AND SONS INC	Gas & Oıl	\$2,145.25

<u>CHECK</u>	PAYEE	<u>DESCRIPTION</u>	<u>AMOUNT</u>
78049	INDOOR ENVIRONMENTAL SERVICES	Maintenanace Agreement-Equipment	\$1,957.97
78050	J4 SYSTEMS	Contract Services-Other	\$6,799.75
78051	ANNIE LIU	Professional Development	\$168.91
78052	LSL CPAS	Contract Services-Financial	\$8,550.00
78053	LUND CONSTRUCTION	Contract Services-Engineering	\$145,739.50
78054	MOONLIGHT BPO LLC	Contract Services-Bill Print/Mail	\$3,427.50
78055	MOSAIC PUBLIC PARTNERS LLC	Contract Services-Other	\$2,253.00
78056	ODP BUSINESS SOLUTIONS LLC	Office Expense	\$226.16
78057	PETTY CASH CHWD	Petty Cash	\$296.35
78058	PACIFIC GAS AND ELECTRIC	Utilities	\$25.36
78059	PIRTEK POWER INN	Repair-Trucks	\$520.56
78060	QUICK QUACK CAR WASH	Maintencance Agreement-Equipment	\$298.30
78061	RENTAL GUYS	Customer Refund	\$351.93
78062	REGIONAL GOVERNMENT SERVICES	Consulting Services	\$2,798.60
78063	SACRAMENTO COUNTY	Permit Fees	\$121.00
78064	SAGENT	Contract Services-Other	\$5,617.57
	MICHAEL SHORTER	Professional Development	\$141.73
	STATE WATER RESOURCES CONTROL BOARD	Professional Development	\$65.00
	UNIVERSAL ENGINEERING SCIENCES	Contract Services-Engineering	\$95.00
	WATER SYSTEMS CONSULTING INC	Contract Services-Other	\$4,216.25
	WATERWISE CONSULTING INC	Contract Services-Conservation	\$2,125.00
	WEST YOST ASSOCIATES	Contract Services-Engineering	\$8,373.25
	WEX BANK	Gas & Oil	\$4,378.98
	BRET L BALDINGER	Customer Refund	\$29.48
	HONER FAMILY TRUST 1990	Customer Refund	\$159.88
	JUDITH OR JOHN M FREEMAN	Customer Refund	\$92.38
	SHERYL E MCNEIL 2009 REV TRUST	Customer Refund	\$180.24
	KEIKO EVERETT TRUST	Customer Refund	\$195.53
	LUND CONSTRUCTION	Customer Refund	\$2,231.47
	LEERAY OR PATTI L BAKER	Customer Refund	\$49.10
	RODNEY OR CICILLIA ELDRIDGE	Customer Refund	\$55.42
	STEVEN R/DEBRA L DUARTE	Customer Refund Customer Refund	\$267.32 \$33.76
	SARAH LLOYD OR MATTHEW HALL		
	VICTOR LOPEZ CRYSTAL N LAIN EATHERTON	Customer Refund Customer Refund	\$1,095.18 \$7.27
	ARROW CONSTRUCTION	Customer Refund	\$1,976.78
	SALAMEH FAMILY TRUST	Customer Refund	\$1,970.78
	AIA SERVICES LLC	Water Conservation-Material/Supplies	\$5,715.83
	AIRGAS USA LLC	Supplies-Field	\$3,713.83 \$75.73
	ALL STAR PRINTING	Printing	\$1,662.58
	ANG AUDIO VISUAL SERVICES	Contract Services-Miscellaneous	\$840.00
	BEST BEST AND KRIEGER	Legal & Audit	\$14,592.68
	BENDER ROSENTHAL INCORPORATED	Contract Services-Other	\$1,800.00
	CALIFORNIA OFFICE FURNITURE	Material	\$4,189.82
	CITRUS HEIGHTS SAW AND MOWER	Repair-Equipment/Hardware	\$1,266.94
	CITY OF CITRUS HEIGHTS	Permit Fees	\$2,167.70
	CRISPIMAGING	Contract Services-Engineering	\$10.88
	SACRAMENTO COUNTY UTILITIES	Utilities Engineering	\$190.10
	FAST ACTION PEST CONTROL	Contract Services-Miscellaneous	\$184.80
	IB CONSULTING LLC	Consulting Services	\$1,320.00
	J4 SYSTEMS	Contract Services-Other	\$6,247.50
	KALER GENERAL CONTRACTORS INC	Contract Services-Engineering	\$3,159.02
	KASL CONSULTING ENGINEERS	Contract Services-Engineering	\$6,337.50
78102	LOWES	Supplies-Field	\$960.95
	MACQUARIE EQUIPMENT CAPITAL INC	Equipment Rental-Office	\$376.97
	NAPA AUTO PARTS	Repair-Equipment	\$54.16
	NOR CAL PERLITE INC	Supplies-Field	\$2,953.64
	PACE SUPPLY CORP	Material	\$5,674.09
	PLACER COUNTY DEPARTMENT OF PUBLIC WORKS	Permit Fees	\$75.00
	Print Project Management	Printing Services	\$43.10
	RED WING SHOE STORE	Equipment	\$503.64
78110	RENTAL GUYS	Equipment Rental-Field	\$153.82

CHECK	PAYEE	<u>DESCRIPTION</u>	AMOUNT
7811	1 REGIONAL GOVERNMENT SERVICES	Consulting Services	\$25,003.55
7811	2 LES SCHWAB TIRES	Repair-Trucks	\$544.30
7811	3 S.I.C.H.	Professional Development	\$280.00
7811	4 SPOT ON SIGNS AND GRAPHICS	Contract Services-Office Repair/Mainter	\$157.22
7811	5 USA BLUE BOOK	Supplies-Field	\$507.58
7811	6 VERIZON WIRELESS	Telephone-Wireless	\$808.02
7811	7 WALKERS OFFICE SUPPLIES	Office Expense	\$86.18
7811	8 WIZIX TECHNOLOGY GROUP INC	Equipment Rental-Office	\$14.50
7811	9 WOLF CONSULTING	Contract Services-Other	\$2,750.00
Total			\$484,269.37
ACH	1168-2024-5 IC	Bank Fee	\$8,604.70
ACH	BMO MAY 2024	Bank Fee	\$1,267.77
ACH	CHASE MAY 2024	Bank Fee	\$4,702.74
ACH	ICMA 6/20/2024 PAYDAY	Deferred Compensation	\$13,087.38
ACH	MID AMERICA 6/11-6/17/2024	Employee Paid Insurance	\$32.54
ACH	MID AMERICA 6/18-6/24/2024	Employee Paid Insurance	\$574.00
ACH	PRINCIPAL JULY 2024	Health Insurance	\$10,584.70
ACH	ROBERT HALF 63389015	Contract Services-Other	\$25,000.00
ACH	ADP 662722243	Contract Services-Financial	\$43.80
ACH	ADP 663365702	Contract Services-Financial	\$417.90
ACH	ADP662915280	Contract Services-Financial	\$475.20
ACH	CA CHOICE JULY 2024	Health Insurance	\$56,498.16
ACH	ICMA 6/6/2024 PAYDAY	Deferred Compensation	\$13,057.10
ACH	JP MORGAN MAY 2024	See August Agenda Item CC-9	\$9,460.65
ACH	PERS 5/23/2024 PAYDAY	PERS	\$30,059.16
ACH	PERS 6/6/2024 PAYDAY	PERS	\$30,063.08
ACH	PERS CERBT CONTRIBUTION	PERS	\$116,952.00
ACH	VALIC 6/20/2024 PAYDAY	Deferred Compensation	\$2,810.10
ACH	VALIC 6/6/2024 PAYDAY	Deferred Compensation	\$2,810.10
Total			\$326,501.08
Grand Tot	al	<u> </u>	\$810,770.45

JP Morgan Purchase Card Distributions Jun-24

Name	•	uipment ntenance	ieneral upplies	Oues & oscription	fessional elopment	trict Events & Recognition	Fools & Juipment	upport ervices	tenance/ ensing	ees & harges	_	Parts and Materials	7	Fotal Bill
Spiers	\$	690.79											\$	690.79
Shepard			\$ 130.86	\$ 2.95		\$ 355.05							\$	488.86
Shockley			\$ 629.20	\$ 576.92	\$ 3,683.87	\$ 1,696.11	\$ 73.96						\$	6,660.06
Moore			\$ 3.22			\$ 1,096.50		\$ 90.00			\$ 514.00		\$	1,703.72
Liu				\$ 150.00		\$ 41.06							\$	191.06
Nunes			\$ 73.01										\$	73.01
Tran			\$ 153.62	\$ 17.80					\$ 133.26				\$	304.68
Pieri										\$ 57.00			\$	57.00
Straus						\$ 20.05							\$	20.05
Scott				\$ 120.00		\$ 156.08							\$	276.08
Cutler												\$ 774.18	\$	774.18
Total Bill	\$	690.79	\$ 989.91	\$ 867.67	\$ 3,683.87	\$ 3,364.85	\$ 73.96	\$ 90.00	\$ 133.26	\$ 57.00	\$ 514.00	\$774.18	\$	11,239.49

CITRUS HEIGHTS WATER DISTRICT Jul-24 REVENUE ANALYSIS

Outstanding Receivables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
2,135,471	1,961,002	102,174	58,347	144,677	130,728

General Ledger Balance		Total
Outstanding A/R	2	2,223,113.32
Outstanding Liens		0.00
Outstanding Grants		740
A/R Other		0
Less Unapplied Payments		(131,057)
Total	\$	2,092,796
	Diff \$	(42,675)

CITRUS HEIGHTS WATER DISTRICT ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR July 31, 2024

LID	CID	Charge Type	Trans.Date	Reason For Cancellation	Amount
6839	16629	DEFAULT	7/11/2024	ONE TIME COURTESY	5.91
6649	40347	DEFAULT	7/11/2024	ONE TIME COURTESY	5.59
1472	1328	DEFAULT	7/11/2024	ONE TIME COURTESY	6.15
14309	12704	NO CHARGE	7/15/2024	REISSUING REFUND	415.28
14309	12704	NO CHARGE	7/15/2024	REISSUING REFUND	417.13
10713	39644	DEFAULT	7/15/2024	ONE TIME COURTESY	7.83
17903	15803	DEFAULT	7/16/2024	ONE TIME COURTESY	7.67
83	65	DEFAULT	7/16/2024	ONE TIME COURTESY	14.87
14229	35380	DEFAULT	7/16/2024	ONE TIME COURTESY	5.67
978	38314	DEFAULT	7/18/2024	ONE TIME COURTESY	7.75
13856	18150	DEFAULT	7/2/2024	ONE TIME COURTESY	7.03
12357	30087	DEFAULT	7/23/2024	ONE TIME COURTESY	10.95
12691	34245	DEFAULT	7/29/2024	ONE TIME COURTESY	6.39
19232	18783	DEFAULT	7/8/2024	ONE TIME COURTESY	9.69
14569	31030	DEFAULT	7/9/2024	ONE TIME COURTESY	5.75

To: Citrus Heights Water District Board of Directors

Re: Citrus Heights Water District Investment Portfolio Report for July 2024

The attached Investment Report for July 2024 is submitted in accordance with the Citrus Heights Water District (District)'s Investment Policy. All investments are in compliance with the policy.

The Investment Report lists all short- term, mid-term and long-term investments held at the conclusion of business on the final day of the month. The combined cash and investments in the District's treasury total \$30,870,169 with \$10,030,379 under the management of the Local Agency Investment Fund, California Asset Management Program, Money Market Funds and BMO Bank.

Investments with original cost of \$20,839,790 are selected based on criteria contained in the District's Investment Policy, which emphasized safety, liquidity, yield, and diversification. The core investments are marked to market daily based on a current market price determined by U.S. Bancorp Investments. The aggregate investment portfolio and holdings are included in the Investment Report.

The Investment Report demonstrates that sufficient liquidity is available to meet anticipated expenditures during the next six months.

Respectfully submitted,

Annie Y. Liu

Director of Administrative Services/Treasurer

TREASURER'S REPORT TO THE BOARD OF DIRECTORS For July 31, 2024

Summary of Funds

Fund Name	Par Amount	Book Value	Original Cost	Market Value
BMO Checking Plus Money Market Funds	3,503,580	3,503,580	3,503,580	3,503,580
Local Agency Investment Fund (LAIF)	707,329	707,329	707,329	707,329
California Asset Management Program (CAMP)	5,819,470	5,819,470	5,819,470	5,819,470
CHWD Investment CORE	21,189,915	20,839,790	20,683,524	20,962,970
Total	31,220,294	30,870,169	30,713,903	30,993,349

TREASURER'S REPORT TO THE BOARD OF DIRECTORS

For July, 2024

Funds Reconciliation

		\$3,442,897
2,243,916		
-	2,243,916	
954.256		
•		
_, ,,	2.183.232	60,683
-		3,503,580
		932,892
		137,778
		\$2,708,466
S		\$3,503,580
		\$5,819,470
		\$707,329
		\$10,030,379
		10,030,379
		20,839,790
	2,243,916 954,256 1,963 12,101 1,214,912	2,243,916 954,256 1,963 12,101 1,214,912 2,183,232

I certify that this report accurately reflects all pooled investments and is in compliance with applicable State of California Government Codes and is in conformity with Investment of District Funds Policy 6300. As Treasurer of the Citrus Heights Water District, I hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six months' estimated expenditures.

ANNIE Y. LIU

Signed: 7/31/2024

Treasurer

HÍLARY M. STRAUS

Secretary



Monthly Investment Report Citrus Heights Water District

Citrus Heights Water District | Total Aggregate Portfolio

Month End Commentary - July 2024

Yields pushed lower in July led by the 2-year Treasury note which dropped by 50 basis points to finish the month at 4.26% as investors brought forward expectations for easier monetary policy supported by benign inflationary and labor data received in June. Risk assets were mixed behaving in rotational fashion as tech heavy stocks struggled with the NASDAQ 100 composite falling by -1.6% while less cyclical equities as measured by the Dow Jones Industrial Average, advanced for a 4.4% gain.

Markets are pricing in 75 basis points of easing before year end with the first rate cut expected to come at the FOMC's September meeting. Driving expectations were the usual influences of decelerating inflation and slowing job growth, then adding to the buying pressure were current and former Fed members sounding increasingly dovish all pointing to a common theme of protecting the labor market. While the labor market has held up in the wake of higher interest rates, it is showing cracks adding only 114 thousand jobs in July, far less than expected while the unemployment rate ticked up for a fifth consecutive month to 4.3%. Fed Chair Powell stated that the committee now sees the labor market restored to where it was on the eve of the pandemic, and they do not wish to see any further significant deterioration. July's powerful drop in yields revived a familiar dislocation encountered at the beginning of 2024 where markets were expecting a faster easing cycle than the FOMC was signaling. Whether markets have stepped ahead of themselves again remains to be seen, the Fed will have two more months of price data and one more payrolls report to digest before their next meeting.

The first estimate of Q2 GDP growth showed the economy advancing by 2.8% with personal consumption contributing a healthy 1.6% to the reading while net exports acted as a drag. The rebound in growth shouldn't come as a shock with wage growth outpacing inflation and the labor market continuing to create jobs, adding those components together sums to a consumer that is generating disposable income. Whether the excess ends up in savings or discretionary spending is a personal choice, but with the personal savings rate trending lower and consumption remaining buoyant, it would appear more consumers are electing for the latter.

As expected, the FOMC held the Fed funds rate unchanged at the conclusion of their July meeting however, focus was on Chair Powell when he took to the podium in the post meeting presser where he essentially confirmed what markets wanted, hinting towards a rate cut in September. With markets aggressively setting up for the coming easing cycle, we advise clients to position portfolio durations neutral to long of their respective benchmarks while continuing to exercise prudence when adding in any spread product such as corporate or municipal debt.

Treasury Curve Total Returns Last 12 Months

Treasuries	Total Return
3 month bill	5.45%
1 year note	5.30%
2 year note	4.99%
3 year note	5.07%
5 year note	4.90%

Treasury Benchmark Total Returns In Month

Benchmark	Period Return	YTM	Duration (Years)
ICE BAML 90 Day Bill	0.45%	5.20%	0.22
ICE BAML 0-1 Year Treasury	0.54%	5.11%	0.49
ICE BAML 0-3 Year Treasury	0.94%	4.59%	1.39
ICE BAML 0-5 Year Treasury	1.26%	4.40%	2.12

Changes In The Treasury Market (Absolute Yield Levels)

Treasuries	07/31/2023	05/31/2024	06/30/2024	07/31/2024	1 Month Change	12 Month Change
3 month bill	5.40%	5.40%	5.36%	5.28%	-0.07%	-0.12%
6 month bill	5.45%	5.38%	5.32%	5.09%	-0.24%	-0.36%
1 year note	5.38%	5.18%	5.11%	4.75%	-0.37%	-0.63%
2 year note	4.88%	4.87%	4.75%	4.26%	-0.50%	-0.62%
3 year note	4.53%	4.68%	4.55%	4.06%	-0.49%	-0.47%
5 year note	4.18%	4.51%	4.38%	3.91%	-0.46%	-0.26%
10 year note	3.96%	4.50%	4.40%	4.03%	-0.37%	0.07%

Compliance Report

GPA

Citrus Heights Water District | Total Aggregate Portfolio

July 31, 2024

Category

Policy Diversification Constraint	Policy Limit	Actual Value*	Status
US Treasury Obligations Maximum % of Holdings	100.000	16.443	Compliant
US Agency Securities Maximum % holdings	100.000	26.611	Compliant
Supranationals - Issuer is IADB, IBRD, or IFC	0.000	0.000	Compliant
Supranationals Maximum % of Holdings	30.000	5.561	Compliant
Municipal Bonds - Other States Outside of CA	25.000	1.199	Compliant
Municipal Bonds - Other States Outside of CA Issuer Concentration	10.000	1.199	Compliant
Municipal Bonds - State of California	25.000	0.491	Compliant
Municipal Bonds - State of California Issuer Concentration	10.000	0.491	Compliant
Municipal Bonds CA Entities Issuer Concentration	10.000	0.735	Compliant
Municipal Bonds CA Entities Max. % of Holdings	30.000	2.911	Compliant
Mortgages, CMOs and Asset Backed Securities Maximum % of Holdings	20.000	4.859	Compliant
Corporate Notes & Commercial Paper Single Issuer %	10.000	1.634	Compliant
Corporate Notes Maximum % of Holdings	30.000	10.027	Compliant
Corporate Notes must be Issued by US Corporation	0.000	0.000	Compliant
Commercial Paper Issued and Operating in the US	0.000	0.000	Compliant
Commercial Paper Maximum % of Holdings	25.000	0.000	Compliant
Negotiable CDs Issuer Concentration	10.000	0.000	Compliant
Negotiable CDs Maximum % of Holdings	30.000	0.000	Compliant
Banker's Acceptance Issuer Concentration	30.000	0.000	Compliant
Banker's Acceptance Maximum % of Holdings	40.000	0.000	Compliant
Money Market Issuer Concentration	10.000	4.820	Compliant
Money Market Maximum % of Holdings	20.000	4.844	Compliant
LGIP Maximum % of Holdings	100.000	2.282	Compliant

¹⁾ Actual values are based on market value.

²⁾ The compliance report allows for resolutions to be documented if an actual value exceeds a limit. The specific resolution can be found on the client portal site.

Compliance Report

GP July 31, 2024

Citrus Heights Water District | Total Aggregate Portfolio

Category

Policy Maturity Structure Constraint	Policy Limit	Actual %	Status
Maturity Constraints Under 5 years Minimum % of Total Portfolio	100.000	100.000	Compliant
Policy Maturity Constraint	Policy Limit	Actual Term	Status
US Treasury Maximum Maturity At Time of Purchase (years)	5.000	5.000	Compliant
US Agency Maximum Maturity At Time of Purchase (years)	5.000	4.992	Compliant
Supranationals Maximum Maturity At Time of Purchase (years)	5.000	4.943	Compliant
Municipals Maximum Maturity At Time of Purchase (years)	5.000	4.995	Compliant
Mortgages, CMOs and Asset Backed Securities Maximum Maturity At Time of Purchase (years)	5.000	4.565	Compliant
Corporate Maximum Maturity At Time of Purchase (years)	5.000	4.995	Compliant
Commercial Paper Days to Final Maturity (days)	270.000	0.000	Compliant
Negotiable CDs Maximum Maturity At Time of Purchase (years)	1.000	0.000	Compliant
Banker's Acceptance Maximum Maturity At Time of Purchase (days)	180.000	0.000	Compliant
Repurchase Agreements Maximum Maturity At Time of Purchase (days)	365.000	0.000	Compliant
Policy Credit Constraint			Status
Supranationals Ratings AA-/Aa3/AA- or better (Rated by 1 NRSRO)			Compliant
Municipal Bonds Ratings Minimum AA-/Aa3/AA- (Rated by 1 NRSRO)			Compliant
Mortgages, CMOs and Asset Backed Securities Minimum Credit Rating AA/Aa3/AA (Rated by 1 NRSRO)			Compliant
Corporate Notes Ratings Minimum A-/A-/A3 (Rated by 1 NRSRO)			Compliant
Commercial Paper Ratings Minimum A1/P1/F1 (Rated by 1 NRSRO)			Compliant
Commercial Paper Minimum Long Term Rating A-/A3/A- (Rated by 1 NRSRO)			Compliant
Banker's Acceptance Ratings Minimum A-/A3/A- (Rated by 1 NRSRO)			Compliant
Money Market Ratings Minimum AAA/Aaa/AAA (Rated by 1 NRSRO)			Compliant

¹⁾ Actual values are based on market value.

²⁾ The compliance report allows for resolutions to be documented if an actual value exceeds a limit. The specific resolution can be found on the client portal site.

Summary Overview

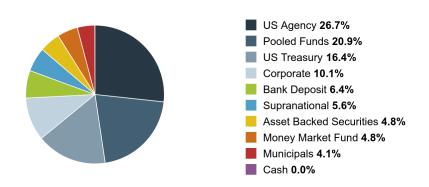
Citrus Heights Water District | Total Aggregate Portfolio



Portfolio Characteristics

Metric	Value
Cash and Cash Equivalents	10,038,094.53
Investments	21,153,608.50
Book Yield	4.58%
Market Yield	4.73%
Effective Duration	1.44
Years to Maturity	1.64
Avg Credit Rating	AAA

Allocation by Asset Class



Strategic Structure

Account	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain (Loss)	Accrued	Yield at Cost	Effective Duration	Benchmark Duration	Benchmark
CHWD-Investment Core	21,189,914.60	20,839,789.92	20,683,523.62	20,962,970.02	123,180.09	198,353.98	4.74%	2.13	2.12	ICE BofA 0-5 Year US Treasury Index
CHWD-Liquidity	10,030,379.04	10,030,379.04	10,030,379.04	10,030,379.04	0.00	0.00	4.24%	0.01	0.09	ICE BofA US 1-Month Treasury Bill Index
Total	31,220,293.64	30,870,168.96	30,713,902.66	30,993,349.06	123,180.09	198,353.98	4.58%	1.44		



CHWD Holdings Report As of 07/31/2024

CHWD_Total Portfolio (354503)

Dated: 08/15/2024

Identifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain/Loss	Accrued Balance	Book Yield	GPA Effective Duration, Years to Final Maturity
CAL_CAMP	California Asset Management Program	07/31/2024	5,819,469.75	5,819,469.75	5,819,469.75	5,819,469.75	0.00	0.00	5.430	0.010 0.000
CAL_LGIP	CALIFORNIA LAIF	07/31/2024	707,329.08	707,329.08	707,329.08	707,329.08	0.00	0.00	4.516	0.010 0.000
60934N104	FEDERATED HRMS GV O INST	07/31/2024	1,494,026.13	1,494,026.13	1,494,026.13	1,494,026.13	0.00	0.00	5.200	0.000 0.000
CHWD_BMO_DE	BMO Deposit	07/31/2024	2,009,554.08	2,009,554.08	2,009,554.08	2,009,554.08	0.00	0.00	0.000	0.010 0.000
31846V203	FIRST AMER:GVT OBLG Y	07/31/2024	7,334.60	7,334.60	7,334.60	7,334.60	0.00	0.00	4.920	0.000 0.000
CCYUSD	Receivable	07/31/2024	380.89	380.89	380.89	380.89	0.00	0.00	0.000	0.000 0.000
3133EPDE2	FEDERAL FARM CREDIT BANKS FUNDING CORP	09/09/2024	400,000.00	400,037.24	400,424.00	399,900.00	-137.24	8,480.56	5.276	0.105 0.110
3133EPVK8	FEDERAL FARM CREDIT BANKS FUNDING CORP	10/02/2024	400,000.00	399,878.88	399,244.00	399,840.00	-38.88	6,941.67	5.440	0.168 0.172
91282CFX4	UNITED STATES TREASURY	11/30/2024	450,000.00	448,700.19	445,746.09	448,929.00	228.81	3,430.33	5.407	0.328 0.334
3130ATUR6	FEDERAL HOME LOAN BANKS	12/13/2024	350,000.00	349,365.13	347,474.75	349,223.00	-142.13	2,158.33	5.144	0.360 0.370
91282CDS7	UNITED STATES TREASURY	01/15/2025	400,000.00	392,701.01	378,015.63	392,888.00	186.99	207.88	5.330	0.446 0.460
3130AV7L0	FEDERAL HOME LOAN BANKS	02/28/2025	300,000.00	300,033.91	300,099.00	300,165.00	131.09	6,375.00	4.975	0.549 0.580
3130AUZC1	FEDERAL HOME LOAN BANKS	03/14/2025	350,000.00	349,053.42	347,480.00	349,324.50	271.08	6,160.24	5.083	0.593 0.619
3135G03U5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	04/22/2025	350,000.00	339,304.85	324,558.50	339,286.50	-18.35	601.56	5.093	0.706 0.726
02582JJT8	AMXCA 2022-2 A	05/15/2025	200,000.00	197,266.42	193,437.50	197,244.00	-22.42	301.33	5.277	0.761 0.789
254683CS2	DCENT 2022-2 A	05/15/2025	200,000.00	196,461.31	192,750.00	197,120.00	658.69	295.11	5.747	0.761 0.789
912828XB1	UNITED STATES TREASURY	05/15/2025	400,000.00	390,937.68	380,328.13	391,524.00	586.32	1,801.63	5.171	0.767 0.789
3133EPNB7	FEDERAL FARM CREDIT BANKS FUNDING CORP	06/20/2025	300,000.00	299,489.44	298,854.00	299,514.00	24.56	1,580.21	4.829	0.854 0.887
3133EPRS6	FEDERAL FARM CREDIT BANKS FUNDING CORP	07/28/2025	350,000.00	349,250.87	348,539.10	350,346.50	1,095.63	142.19	5.103	0.957 0.991
06428CAC8	BANK OF AMERICA NA	08/18/2025	250,000.00	249,978.92	249,960.00	251,702.50	1,723.58	6,395.49	5.658	0.910 1.049
89236TKZ7	TOYOTA MOTOR CREDIT CORP	09/11/2025	200,000.00	200,272.15	200,490.00	201,634.00	1,361.85	4,355.56	5.469	1.046 1.115
91282CFK2	UNITED STATES TREASURY	09/15/2025	300,000.00	296,362.59	292,769.53	296,238.00	-124.59	3,966.03	4.649	1.074 1.126
17325FBA5	CITIBANK NA	09/29/2025	250,000.00	249,902.45	249,832.50	252,400.00	2,497.55	4,968.11	5.900	1.023 1.164
14041NGB1	COMET 2022-3 A	10/15/2025	200,000.00	199,559.09	199,156.25	199,852.00	292.91	440.00	5.200	1.144 1.208
3133EPMB8	FEDERAL FARM CREDIT BANKS FUNDING CORP	12/08/2025	300,000.00	298,119.06	296,577.00	298,362.00	242.94	1,821.88	4.621	1.293 1.356
89115A2K7	TORONTO-DOMINION BANK	01/09/2026	200,000.00	199,223.99	198,656.00	200,730.00	1,506.01	623.70	5.395	1.369 1.444
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP	01/22/2026	500,000.00	498,354.71	497,790.00	497,085.00	-1,269.71	515.63	4.360	1.413 1.479
91282CGL9	UNITED STATES TREASURY	02/15/2026	350,000.00	346,470.36	344,175.78	347,606.00	1,135.64	6,461.54	4.702	1.450 1.545
3133EPNV3	FEDERAL FARM CREDIT BANKS FUNDING CORP	03/30/2026	300,000.00	299,447.72	299,085.00	299,874.00	426.28	4,411.46	4.496	1.569 1.663
3133EPPR0	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/10/2026	400,000.00	399,412.31	399,045.60	401,448.00	2,035.69	5,704.17	4.721	1.590 1.693



CHWD Holdings Report As of 07/31/2024

CHWD_Total Portfolio (354503)

As of 07/31/2024 Dated: 08/15/2024

dentifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain/Loss	Accrued Balance	Book Yield	GPA Effective Duration, Years to Final Maturity
4913UAA8	CATERPILLAR FINANCIAL SERVICES	05/15/2026	150,000.00	148,934.78	148,278.00	149,320.50	385.72	1,377.50	4.779	1.687 1.789
133EPUD5	FEDERAL FARM CREDIT BANKS FUNDING CORP	05/28/2026	300,000.00	299,444.02	299,160.60	301,929.00	2,484.98	2,493.75	4.863	1.719 1.824
4422EWX3	JOHN DEERE CAPITAL CORP	06/08/2026	150,000.00	149,992.48	149,988.00	150,376.50	384.02	1,048.96	4.752	1.744 1.854
9239KAC5	TAOT 2022-A A3	06/15/2026	102,999.23	100,467.70	99,140.78	101,159.66	691.96	56.31	5.555	0.410 1.873
133EPNG6	FEDERAL FARM CREDIT BANKS FUNDING CORP	06/23/2026	300,000.00	299,797.62	299,679.00	300,276.00	478.38	1,385.42	4.413	1.792 1.895
133EPQC2	FEDERAL FARM CREDIT BANKS FUNDING CORP	07/17/2026	250,000.00	249,731.79	249,595.25	251,360.00	1,628.21	449.65	4.684	1.854 1.961
8016FZZ0	ROYAL BANK OF CANADA	07/20/2026	150,000.00	149,735.66	149,596.50	151,294.50	1,558.84	238.33	5.298	1.851 1.969
6051GLA5	BANK OF AMERICA CORP	07/22/2026	150,000.00	148,952.59	147,766.50	149,251.50	298.91	181.01	5.363	0.938 1.975
97272RN3	SAN DIEGO CALIF CMNTY COLLEGE DIST	08/01/2026	145,000.00	136,265.94	131,719.45	136,678.45	412.51	1,047.63	4.718	1.920 2.003
4988J6D4	WELLS FARGO BANK NA	08/07/2026	250,000.00	249,936.09	249,905.00	253,355.00	3,418.91	6,585.42	5.464	1.772 2.019
133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/14/2026	350,000.00	349,819.03	349,733.30	351,946.00	2,126.97	7,306.25	4.527	1.889 2.038
4533YAE0	FORDO 2020-C A4	08/15/2026	196,273.00	188,980.63	185,324.65	192,732.23	3,751.60	44.49	4.876	0.399 2.041
130AWTQ3	FEDERAL HOME LOAN BANKS	09/11/2026	350,000.00	348,691.93	348,110.00	352,257.50	3,565.57	6,295.14	4.814	1.959 2.115
8016EZZ3	ROYAL BANK OF CANADA	11/02/2026	200,000.00	184,791.95	177,770.00	185,984.00	1,192.05	692.22	5.114	2.166 2.257
3067WRD6	CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/01/2026	165,000.00	150,568.16	145,063.05	152,169.60	1,601.44	253.00	5.028	2.259 2.337
7325FBC1	CITIBANK NA	12/04/2026	250,000.00	253,208.77	254,080.00	253,880.00	671.23	2,172.33	4.872	2.091 2.345
1282CJT9	UNITED STATES TREASURY	01/15/2027	500,000.00	498,558.93	498,261.72	498,065.00	-493.93	923.91	4.125	2.312 2.460
12828Z78	UNITED STATES TREASURY	01/31/2027	375,000.00	349,778.62	339,667.97	351,693.75	1,915.13	15.29	4.438	2.412 2.504
1282CKE0	UNITED STATES TREASURY	03/15/2027	500,000.00	500,058.53	500,058.59	501,600.00	1,541.47	8,026.49	4.244	2.424 2.621
133ENVD9	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/26/2027	350,000.00	335,638.18	330,400.00	338,593.50	2,955.32	2,655.38	4.522	2.576 2.736
1412HFP3	UNIVERSITY CALIF REVS	05/15/2027	200,000.00	184,289.89	178,080.00	183,858.00	-431.89	576.76	4.469	2.676 2.789
1282CEW7	UNITED STATES TREASURY	06/30/2027	300,000.00	292,541.06	289,699.22	293,367.00	825.94	847.83	4.187	2.741 2.914
994082A6	SAN RAMON VALLEY CALIF UNI SCH DIST	08/01/2027	250,000.00	226,333.81	218,142.50	227,675.00	1,341.19	1,480.00	4.688	2.871 3.003
99038NS9	SAN MATEO CNTY CALIF CMNTY COLLEGE DIST	09/01/2027	220,000.00	199,924.12	192,810.20	201,955.60	2,031.48	1,344.75	4.768	2.939 3.088
5480BAD9	NAROT 2021-A A4	09/15/2027	200,000.00	187,651.39	183,296.88	193,080.00	5,428.61	50.67	5.002	0.848 3.126
1282CFM8	UNITED STATES TREASURY	09/30/2027	300,000.00	299,652.94	299,531.25	300,786.00	1,133.06	4,158.81	4.164	2.903 3.167
19792DB9	HAWAII ST	10/01/2027	200,000.00	193,360.79	191,052.00	194,350.00	989.21	2,233.33	4.514	2.497 3.170
9236TKL8	TOYOTA MOTOR CREDIT CORP	11/10/2027	150,000.00	152,618.03	153,498.00	154,273.50	1,655.47	1,839.38	4.850	2.947 3.279
2663JAC5	CNH 2022-B A3	11/15/2027	227,926.88	223,247.86	221,747.93	224,936.48	1,688.62	394.06	5.368	0.864 3.293
23135CP9	AMAZON.COM INC	12/01/2027	150,000.00	149,683.16	149,578.50	150,901.50	1,218.34	1,137.50	4.620	2.984 3.337



As of 07/31/2024

CHWD Holdings Report

CHWD_Total Portfolio (354503)

Dated: 08/15/2024

Identifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain/Loss	Accrued Balance	Book Yield	GPA Effective Duration Years to Final Maturity
142921AD7	CARMX 2032-2 A3	01/18/2028	200,000.00	199,460.50	199,289.06	199,982.00	521.50	448.89	5.252	1.369 3.468
24422EWR6	JOHN DEERE CAPITAL CORP	01/20/2028	150,000.00	150,084.26	150,111.00	151,425.00	1,340.74	217.71	4.731	3.166 3.474
3133EPAV7	FEDERAL FARM CREDIT BANKS FUNDING CORP	02/14/2028	250,000.00	247,770.90	247,082.50	248,765.00	994.10	4,493.92	4.154	3.214 3.542
931142FB4	WALMART INC	04/15/2028	150,000.00	147,750.78	147,082.50	148,515.00	764.22	1,722.50	4.352	3.331 3.709
46647PDA1	JPMORGAN CHASE & CO	04/26/2028	150,000.00	146,286.37	144,790.50	148,152.00	1,865.63	1,711.19	5.145	2.520 3.739
91282CCE9	UNITED STATES TREASURY	05/31/2028	300,000.00	270,809.74	262,359.38	271,008.00	198.26	635.25	4.082	3.668 3.835
3130AWN63	FEDERAL HOME LOAN BANKS	06/30/2028	300,000.00	299,161.08	298,938.00	302,283.00	3,121.92	1,033.33	4.080	3.586 3.917
89115A2U5	TORONTO-DOMINION BANK	07/17/2028	150,000.00	150,967.43	151,221.00	154,413.00	3,445.57	322.18	5.335	3.528 3.964
419792YT7	HAWAII ST	08/01/2028	200,000.00	175,415.17	169,290.00	177,402.00	1,986.83	1,145.00	4.623	3.809 4.003
459058KW2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	08/01/2028	500,000.00	508,583.15	509,670.00	510,285.00	1,701.85	11,562.50	4.150	3.547 4.003
3133EPUN3	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/28/2028	350,000.00	351,990.12	352,439.50	355,806.50	3,816.38	6,693.75	4.328	3.629 4.077
45950VSM9	INTERNATIONAL FINANCE CORP	11/27/2028	250,000.00	254,302.18	254,912.50	254,427.50	125.32	2,000.00	4.056	3.872 4.326
3130AXQK7	FEDERAL HOME LOAN BANKS	12/08/2028	500,000.00	513,230.59	514,770.00	514,790.00	1,559.41	3,496.53	4.071	3.886 4.356
91282CDW8	UNITED STATES TREASURY	01/31/2029	425,000.00	386,398.45	382,101.56	386,652.25	253.80	20.21	3.997	4.254 4.504
4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK	02/15/2029	450,000.00	448,001.07	447,825.15	451,854.00	3,852.93	9,332.81	4.233	4.021 4.545
45950VSZ0	INTERNATIONAL FINANCE CORP	03/27/2029	500,000.00	491,267.03	490,789.00	507,090.00	15,822.97	7,534.72	4.800	4.121 4.654
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/30/2029	625,000.00	633,418.97	633,768.75	645,187.50	11,768.53	7,504.34	4.430	4.185 4.747
91282CES6	UNITED STATES TREASURY	05/31/2029	650,000.00	604,936.46	604,144.53	615,875.00	10,938.54	3,028.01	4.360	4.441 4.832
-		03/19/2026	31,220,293.64	30,870,168.96	30,713,902.66	30,993,349.06	123,180.09	198,353.98	4.577	1.440 1.633

^{*} Weighted by: Market Value. * Holdings Displayed by: Lot.

This report is for general informational purposes only and is not intended to provide specific advice or recommendations. Government Portfolio Advisors (GPA) is an investment advisor registered with the Securities and Exchange Commission and is required to maintain a written disclosure statement of our background and business experience.

Questions About an Account: GPA's monthly & quarterly reports are intended to detail the investment advisory activity managed by GPA. The custodial bank maintains the control of assets and settles all investment transactions. The custodial statement is the official record of security and cash holdings and transactions. GPA recognizes that clients may use these reports to facilitate record keeping and that the custodial bank statement and the GPA report should be reconciled, and differences documented.

Trade Date versus Settlement Date: Many custodial banks use settlement date basis and post coupons or maturities on the following business days when they occur on weekend. These items may result in the need to reconcile due to a timing difference. GPA reports are on a trade date basis in accordance with GIPS performance standards. GPA can provide all account settings to support the reason for any variance.

Bank Deposits and Pooled Investment Funds Held in Liquidity Accounts Away from the Custodial Bank are Referred to as Line Item Securities: GPA relies on the information provided by clients when reporting pool balances, bank balances and other assets that are not held at the client's custodial bank. GPA does not guarantee the accuracy of information received from third parties. Balances cannot be adjusted once submitted however corrective transactions can be entered as adjustments in the following months activity. Assets held outside the custodial bank that are reported to GPA are included in GPA's oversight compliance reporting and strategic plan.

Account Control: GPA does not have the authority to withdraw or deposit funds from or to any client's custodial account. Clients retain responsibility for the deposit and withdrawal of funds to the custodial account. Our clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Custodial Bank Interface: Our contract provides for the ability for GPA to interface into our client's custodial bank to reconcile transactions, maturities and coupon payments. The GPA client portal will be available to all clients to access this information directly at any time.

Market Price: Generally, GPA has set all securities market pricing to match custodial bank pricing. There may be certain securities that will require pricing override due to inaccurate custodial bank pricing that will otherwise distort portfolio performance returns. GPA may utilize Refinitiv pricing source for commercial paper, discount notes and supranational bonds when custodial bank pricing does not reflect current market levels. The pricing variances are obvious when market yields are distorted from the current market levels.

Performance Calculation: Historical returns are presented as time-weighted total return values and are presented gross and net of fees.

Amortized Cost: The original cost on the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discounts or premiums are amortized on a straight-line basis on all securities. This can be changed at the client's request.

Callable Securities: Securities subject to redemption in whole or in part prior to the stated final maturity at the discretion of the security's issuer are referred to as "callable". Certain call dates may not show up on the report if the call date has passed or if the security is continuously callable until maturity date. Bonds purchased at a premium will be amortized to the next call date while all other callable securities will be amortized to maturity. If the bond is amortized to the call date, amortization will be reflected to that date and once the call date passes, the bond will be fully amortized.

Duration: The duration is the effective duration. Duration on callable securities is based on the probability of the security being called given market rates and security characteristics.

Benchmark Duration: The benchmark duration is based on the duration of the stated benchmark that is assigned to each account.

Rating: Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Coupon Payments and Maturities on Weekends: On occasion, coupon payments and maturities occur on a weekend or holiday. GPA's report settings are on the accrual basis so the coupon postings and maturities will be accounted for in the period earned. The bank may be set at a cash basis, which may result in a reconciliation variance.

Cash and Cash Equivalents: GPA has defined cash and cash equivalents to be cash, bank deposits, LGIP pools and repurchase agreements. This may vary from your custodial bank which typically defines cash and equivalents as all securities that mature under 90 days. Check with your custodial bank to understand their methodology.

Account Settings: GPA has the portfolio settings at the lot level, if a security is sold our setting will remove the lowest cost security first. First-in-first-out (FIFO) settings are available at the client's request.

Historical Numbers: Data was transferred from GPA's legacy system, however, variances may exist from the data received due to a change of settings on Clearwater. GPA is utilizing this information for historical return data with the understanding the accrual settings and pricing sources may differ slightly.

Financial Situation: In order to better serve you, GPA should be promptly notified of any material change in your investment objective or financial situation.

No Guarantee: The securities in the portfolio are not guaranteed or otherwise protected by GPA, the FDIC (except for non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested.



TREASURER'S REPORT OF ACCOUNT BALANCES July 31, 2024

Fund Name	C	Beginning Balance 01/01/2024	Ti	ear to Date ransfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections		Current Month Transfers Out		Ending Balance 07/30/2024	
Operating Reserve	\$	3,943,592								\$	3,943,592
Operating Fund	\$	10,181,232	\$	11,119,638	\$ (11,479,766)	\$	2,243,916	\$	(2,183,232)	\$	9,881,787
Rate Stabilization Fund	\$	1,000,000								\$	1,000,000
Capital Improvement Reserve	\$	3,146,633								\$	3,146,633
Restricted for Debt Service	\$	-								\$	-
Water Supply Reserve	\$	2,823,173	\$	200,000						\$	3,023,173
Water Efficiency Reserve	\$	200,000	\$	200,000						\$	400,000
Water Meter Replacement Reserve	\$	1,925,000								\$	1,925,000
Water Main Reserve - Project 2030	\$	2,521,129	\$	671,915		\$	143,661			\$	3,336,705
Fleet Equipment Reserve	\$	471,395								\$	471,395
Employment-Related Benefits Reserve	\$	1,015,536								\$	1,015,536
	\$	27,227,690	\$	12,191,553	\$ (11,479,766)	\$	2,387,577	\$	(2,183,232)	\$	28,143,822

ANNIE Y. LHU, Treasurer

TREASURER'S REPORT OF FUND BALANCES July 31, 2024

Fund Transfers Summary:

Operating Fund:

Fund Collected/Transferred	\$ 2,243,916
Fund Disbursed/Transferred	\$ (2,183,232)
Net Fund Transferred:	\$ (60,683)

Water Main Reserve - Project 2030 \$ 143,661

Citrus Heights Water District Budget Performance Report As of 07/31/2024

	July Actual	Year-to-Date	Year-to-Date	YTD Variance	Percent of	Approved
Revenues	Actual	Actual	Budget	Amount	Total Budget	Budget
	¢4 266 270 00	 	¢6 040 060 E4	\$705,007,00	C40/	
Metered Service Charges	\$1,366,370.99	\$7,615,077.43	\$6,910,069.51	\$705,007.92	64%	\$11,845,833.44
Metered Water Deliveries	1,167,007.56	3,356,811.07	3,798,283.47	(441,472.40)	52%	6,511,343.09
Water Main Replacement Revenue	143,661.18	815,576.27	800,333.33	15,242.94	59%	1,372,000.00
Penalties	71,953.76	136,880.72	40,359.78	96,520.94	198%	69,188.19
Interest	43,436.00	496,657.20	201,098.10	295,559.10	144%	344,739.60
Backflow Fees	9,363.00	52,394.35	32,235.23	20,159.12	95%	55,260.40
Water Service Install & S&R	7,077.40	29,420.40	5,600.00	23,820.40	306%	9,600.00
Grant Funds	637.50	88,151.21	1,812,416.67	(1,724,265.46)	3%	3,107,000.00
Miscellaneous *	297.08	3,558.08	7,459.96	(3,901.88)	28%	12,788.50
Cost Reimbursements	225.00	6,796.41	3,325.02	3,471.39	119%	5,700.04
Income - Wheeling Water	55,318.65	55,318.65	42,663.41	12,655.24	76%	73,137.28
Income - Connection Fees	22,929.92	125,824.60	75,198.35	50,626.25		128,911.46
Total Revenue	2,888,278.04	12,782,466.39	13,316,657.77	(534,191.38)	54%	23,535,502.00
*includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources						1
Operating Expenses Cost of Water		İ				
Purchased Water	755,816.67	2,031,220.33	1,847,708.33	183,512.00	64%	3,167,500.00
Ground Water	73,815.53	392,978.27	641,688.25	(248,709.98)	36%	1,100,037.00
Ground Water	829,632.20	2,424,198.60	2,489,396.58	(65,197.98)	57%	4,267,537.00
Labor & Benefits	029,032.20	2,424,190.00	2,409,390.30	(65, 197.96)	5/%	4,207,337.00
Labor Regular	483,563.85	2,482,330.92	2,531,668.22	(49,337.30)	57%	4,340,002.66
•	901.53		350.00	(49,337.30) 2,167.95	420%	4,340,002.00
Labor Non-Regular Labor Taxes		2,517.95		•		•
	36,737.90	193,116.01	196,099.83	(2,983.82)	57%	336,171.13
Labor Workers Comp Labor External	21,627.52 1,050.00	49,592.72	58,391.67	(8,798.95)	50%	100,100.00
Labor External	1,050.00	10,050.00	49,267.17	(39,217.17)	12%	84,458.00
Benefits Med/Den/Vis	53,349.48	 404,411.92	417,876.52	(13,464.60)	56%	716,359.75
Benefits LTD/Life/EAP	4,911.81	404,411.92	89,492.54	,	27%	153,415.79
Benefits CalPers	•	'		(48,025.20)		•
Benefits Other	52,964.34	233,314.54	273,380.94	(40,066.40)	50%	468,653.04
	9,351.30	92,899.74	106,338.07	(13,438.33)	51%	182,293.83
Benefit Retiree Expenses	6,526.04	29,277.83	34,997.76	(5,719.93)	49%	59,996.16
Benefit GASB 68	263,542.00	599,811.50	419,649.42	180,162.08	83%	719,399.00
Capitalized Labor & Benefit Contra	(107,584.45)	(333,582.39)	(291,666.08)	(41,916.31)	67%	(499,999.00)

Citrus Heights Water District Budget Performance Report As of 07/31/2024

	July	Year-to-Date	Year-to-Date	YTD Variance	Percent of	Approved
	Actual	Actual	Budget	Amount	Total Budget	Budget
O 1 O Administration	826,941.32	3,805,208.08	3,885,846.04	(80,637.96)	57%	6,661,450.36
General & Administrative	00.704.04	407.744.70	100 700 10	(4.044.40)	500/	100 405 47
Fees & Charges	20,781.91	107,741.73	108,783.19	(1,041.46)	58%	186,485.47
Regulatory Compliance/Permits	1,727.00	92,846.99	143,696.58	(50,849.59)	38%	246,337.00
District Events & Recognition	3,764.85	22,122.46	36,209.25	(14,086.79)	36%	62,073.00
Maintenance/Licensing	10,592.45	185,110.27	124,045.83	61,064.44		212,650.00
Equipment Maintenance	12,542.46	74,444.86	93,450.00	(19,005.14)		160,200.00
Professional Development	5,745.87	57,643.61	101,406.08	(43,762.47)		173,839.00
Dues & Subscriptions	54,536.22	200,429.35	64,153.25	136,276.10		109,977.00
Facility Improvements		600.00	0.00	600.00		0.00
Fuel & Oil	5,824.17	40,904.65	52,091.67	(11,187.02)	46%	89,300.00
General Supplies	11,660.63	60,760.88	66,208.33	(5,447.45)	54%	113,500.00
Insurance - Auto/Prop/Liab	325.00	94,226.11	71,904.58	22,321.53	76%	123,265.00
Leasing/Equipment Rental	1,852.25	28,712.96	18,316.67	10,396.29	91%	31,400.00
Parts & Materials	28,921.84	439,201.42	105,000.00	334,201.42	244%	180,000.00
Postage/Shipping/Freight	12,653.84	42,271.86	83,067.83	(40,795.97)	30%	142,402.00
Rebates & Incentives	4,518.64	8,622.04	17,209.50	(8,587.46)	29%	29,502.00
Telecom/Network	5,943.28	36,788.85	37,333.33	(544.48)	57%	64,000.00
Tools & Equipment	135.62	26,889.82	48,504.17	(21,614.35)	32%	83,150.00
Utilities	3,252.07	21,746.18	(57,650.83)	79,397.01	-22%	(98,830.00)
Write-Off Bad Debt Exp	,	13,988.32	2,916.67	11,071.65		5,000.00
Capitalized G&A Contra	(11,594.35)	(234,916.09)	(116,649.17)	(118,266.92)	117%	(199,970.00)
Capitalized Equipment Contra	(11,001100)	(214,907.87)	0.00	(214,907.87)		0.00
	j	,		,		j
	173,183.75	1,105,228.40	999,996.94	105,231.46	64%	1,714,280.47
Professional & Contract Services						
Support Services	196,933.24	918,039.87	1,197,608.42	(279,568.55)	45%	2,053,043.00
Legal Services	96,549.70	389,764.33	302,751.75	87,012.58	75%	519,003.00
Printing Services	964.00	15,484.35	26,250.00	(10,765.65)	34%	45,000.00
						l
	294,446.94	1,323,288.55	1,526,610.17	(203,321.62)	51%	2,617,046.00
Total Operating Expenses	2,124,204.18	8,649,936.61	8,942,539.67	(292,603.06)	56%	15,330,068.00
Net Income / (Expense)	 	4,132,529.78	4,374,118.10	(241,558.32)	50%	 8,205,434.00

		BUDGET	COMMITMENTS	IENTS AMOUNTS PAID			PROJECTION
Project Number	Project Name	Remaining Budget	Open Commitments	Month to Date	Year to Date	Project to Date	2025 Forecast
C16-134	Auburn Blvd-Rusch Park Placer	\$529,075	\$0	\$2,600	\$4,380	\$13,326	
C20-108	Corp Yard PreArchitecture Stdy	\$98,324	\$0	\$0	\$0	\$1,676	
C20-109	Corp Yard Plans Specs Estimate	\$400,000	\$0	\$0	\$0	\$0	
C24-003	Fleet & Field Operations Eqpm	\$330,000	\$0	\$0	\$0	\$0	
C24-004	Technology Hardware & Software	\$55,000	\$0	\$0	\$0	\$0	
C24-005	Facilities Improvements	\$108,000	\$0	\$68,192	\$77,764	\$77,764	
C24-011	Valve Replacement	\$120,000	\$0	\$9,881	\$71,086	\$71,086	
C24-012	Water Service Connections	\$1,507,000	\$0	\$76,461	\$649,233	\$649,233	
C24-013	Water Meter Replacement	\$125,000	\$0	\$143	\$16,818	\$16,818	
C24-014	Fire Hydrants-Repl, Upgrades,	\$175,000	\$0	\$25,547	\$65,554	\$65,554	
C24-020	Groundwater Well Improvement	\$200,000	\$0	\$0	\$0	\$0	
C24-101	Minnesota Drive	\$727,000	\$0	\$1,972	\$11,980	\$11,980	
C24-102	Fair Oaks Blvd at Leafcrest Wy	\$344,000	\$0	\$254	\$334	\$334	
C24-103	Menke Way	\$103,000	\$0	\$0	\$0	\$0	
Construc	tion in Progress	\$4,821,399	\$0	\$185,051	\$897,149	\$907,772	
C23-011	Water Valve Replacements	\$20,000	\$0	\$0	\$0	\$0	
C23-012	Water Service Connections	\$1,086,500	\$0	(\$43,008)	(\$0)	(\$0)	
C23-013	Water Meter Replacements	\$189,316	\$0	\$0	\$0	\$0	
C23-014	Fire Hydrants	\$147,773	\$0	(\$20,359)	(\$1)	(\$5,773)	
Annual In	frastructure	\$1,443,589	\$0	(\$63,367)	(\$1)	(\$5,774)	
C15-104B	Document Management System	(\$52,116)	\$0	\$0	\$0	\$179,755	
C23-003	Fleet/Field Operations Equip	\$425,000	\$0	\$0	\$107,909	\$107,909	
Fleet and	Equipment	\$372,884	\$0	\$0	\$107,909	\$287,664	
C23-040A	City of Citrus Heights Wachtel	(\$16,217)	\$0	\$0	\$0	\$16,217	
Water Ma	ins	(\$16,217)	\$0	\$0	\$0	\$16,217	
C22-040E	San Juan Ave Complete Streets	\$0	\$0	\$2,562	\$3,323	\$3,323	
C23-040	Other City Partnerships	\$0	\$0	\$0	\$0	\$0	
C23-041	Misc Infrastructure Projects	\$0	\$0	\$0	\$1,245	\$1,245	
C23-104	Patton/Pardal/Alondra/Perdez	\$1,010,000	\$0	\$83,490	\$675,348	\$675,348	
C23-105	Reno Lane 8-inch	\$808,753	\$0	\$0	\$186,002	\$154,944	
C23-106	Admiral & Anchor 8-inch	\$845,443	\$0	\$355,605	\$390,644	\$443,020	
C24-010	Annual Water Main Pipeline Rep	\$51,500	\$0	\$0	\$0	\$0	
	eous Projects	\$2,715,696	\$0	\$441,657	\$1,256,562	\$1,277,881	
C20-107	Well #7 Ella	\$3,209,951	\$0	\$0	\$77,031	\$1,309,616	
C23-020	Groundwater Well Improvements	\$100,000	\$0	\$28,150	\$28,150	\$28,150	
C23-103	Highland Well #8	\$1,898,062	\$0	\$0	\$2,409	\$4,347	
Wells		\$5,208,013	\$0	\$28,150	\$107,590	\$1,342,113	
	Grand Totals:	\$14,545,365	\$0	\$591,491	\$2,369,211	\$3,825,872	

<u>CHECK</u>	PAYEE	<u>DESCRIPTION</u>	<u>AMOUNT</u>
78120) JOHN WHITFIELD	Customer Refund	\$188.85
	DENNIS L KELLER ESTATE	Customer Refund	\$113.07
78122	2 BRUCE E DAVIS	Customer Refund	\$15.80
78123	3 JAMES OR KATHLEEN L SLINGSBY	Customer Refund	\$229.92
78124	TED A MARTINEZ	Customer Refund	\$79.95
78125	MARSHALL/PEGGY THOMPSON	Customer Refund	\$21.43
78126	NATALIA GOMEZ	Customer Refund	\$135.21
78127	7 CLAIRE M HESS	Customer Refund	\$122.98
78128	B LARRY OR ROSEMARY WILLHOITE	Customer Refund	\$23.05
78129	CARRIE OR VINCENT L COTTON	Customer Refund	\$1,417.15
78130) SAMANTHA OR JARED A HARVEY	Customer Refund	\$167.37
78131	AEOH PROPERTIES LLC	Customer Refund	\$70.56
78132	2 KENNETH GEE IRA	Customer Refund	\$59.55
78133	B BUTLER AMUSEMENT INC	Customer Refund	\$2,027.24
	19SIX ARCHITECTS	Contract Services-Engineering	\$2,433.00
	5 ACWA JPIA	Workers Comp Insurance	\$104.16
	5 AFMAN SUPPLY	Small Tools	\$140.31
	ANSWERNET	Telephone-Answering Service	\$364.15
	3 CHRISTOPHER BELL	Professional Development	\$175.00
	CALIFORNIA LANDSCAPE ASSOCIATES INC	Janitorial	\$245.00
	CAPITAL FLOW	Material	\$3,932.88
	CITY OF CITRUS HEIGHTS	Permit Fees	\$2,128.50
	2 COLLEGE OAK TOWING	Repair-Trucks	\$247.50
	ROBIN COPE	Retiree Insurance	\$520.00
	TAMAR DAWSON	Professional Development	\$161.94
	S EVERBANK NA	Equipment Rental-Office	\$522.59 \$174.70
	6 ERNESTINE FREEMAN	Retiree Insurance Material	\$174.70 \$11.267.62
	7 FERGUSON ENTERPRISES INC 1423 3 KEI WINDOW CLEANING 12	Janitorial	\$11,367.63 \$120.00
	MESSENGER PUBLISHING GROUP	Publication Notices	\$450.00
) MITCHS CERTIFIED CLASSES	Professional Development	\$800.00
	NATIONAL TRENCH SAFETY	Equipment Rental-Field	\$726.64
	2 PACE SUPPLY CORP	Material	\$4,777.83
	3 MISSY PIERI	Professional Development	\$60.35
	FIRTEK POWER INN	Repair-Trucks	\$711.75
	5 RENTAL GUYS	Equipment Rental-Field	\$213.08
	6 REPUBLIC SERVICES 922	Utilities	\$323.89
78157	REGIONAL WATER AUTHORITY	Dues & Subscriptions	\$49,074.00
78158	S SCARSDALE SECURITY SYSTEMS INC	Contract Services-Miscellanous	\$62.06
78159	MARY LYNN SCHERRER	Retiree Insurance	\$174.70
78160	SACRAMENTO GROUNDWATER AUTHORITY	Dues & Subscriptions	\$52,488.00
78161	SMUD	Utilities	\$13,435.68
78162	2 SONITROL	Equipment Rental-Office	\$212.64
78163	3 T MOBILE	Telephone-Wireless	\$1,007.57
78164	FIGURE 1 TEE JANITORIAL MAINTENANCE	Janitorial	\$2,989.00
78165	5 A TEICHERT AND SON INC	Road Base	\$5,995.40
78166	MELINDA M TUPPER	Retiree Insurance	\$520.00
78167	WARREN CONSULTING ENGINEERS INC	Contract Services-Engineering	\$2,290.00
	3 WEST YOST ASSOCIATES	Contract Services-Engineering	\$9,167.75
	DAVID WHEATON	Professional Development	\$119.26
) WYJO SERVICES CORP	Repair-Trucks	\$779.81
	AREA PORTABLE SERVICES	Equipment Rental-Field	\$116.68
	2 AUL HEALTH BENEFIT TRUST MIDAMERICA	Health Insurance	\$4,762.44
	B BIRGIT CEBELINSKI	Customer Refund	\$168.92
	FEMALE AND A PARAMETER AND A P	Customer Refund	\$38.00
	S SHANNON D OR REYNANTE M JARABA	Customer Refund	\$106.80
	5 ZACHARY OR LAUDANNE WOODARD	Customer Refund	\$16.77
	7 J R AND CL BOWLBY LIVING TRUST	Customer Refund	\$7.29
	REBECCA OR WILLIAM E LIPE A ANDREW OF DESIRAE N CECCHETTINI	Customer Refund Customer Refund	\$7.81 \$11.32
	O ANDREW OR DESIRAE N CECCHETTINI O MELISSA BETH PEARLSTEIN	Customer Refund Customer Refund	\$11.32 \$294.11
/6180	I WIELIOOA DETII FEARLOTEIN	Customet Ketuna	\$294.11

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CHECK PAYEE	DESCRIPTION	<u>AMOUNT</u>
78181 PACKNIT CAPITAL LLC	Customer Refund	\$82.59
78182 KENNETH MONALIZA PHILLIPS TRUST	Customer Refund	\$147.49
78183 ABA DABA RENTAL	Supplies-Field	\$65.49
78184 AFLAC	Employee Paid Insurance	\$249.53
78185 AIA SERVICES LLC	Tools/ Equipment	\$25.32
78186 AIRGAS USA LLC	Supplies-Field	\$59.96
78187 CALIFORNIA NEVADA SECTION AWWA	Dues & Subscriptions	\$320.00
78188 BEST BEST AND KRIEGER	Legal & Audit	\$15,807.50
78189 BLUE JAY TRUCKING INC	Contract Services-Other	\$1,963.50
78190 COLANTUONO HIGHSMITH WHATLEY PC	Legal & Audit	\$9,655.00
78191 CONSOLIDATED	Telephone-Local/Long Distance	\$2,366.86
78192 CORELOGIC INFORMATION SOLUTIONS INC	Dues & Subscriptions	\$231.85
78193 COVINO SMITH AND SIMON	Contract Services-Miscellaneous	\$1,666.67
78194 CROVER INC	Customer Refund	\$526.96
78195 TAMMY GORDON	Professional Development	\$832.74
78196 J4 SYSTEMS	Contract Services-Other	\$2,424.75
78197 LOWES	Supplies-Field	\$251.26
78198 NOWSPEED INC	Contract Services-Other	\$250.00
78199 ONE PRINT SOURCE AND GRAPHICS	Printing	\$106.03
78200 OWL LABS INC	Dues & Subscriptions	\$258.60
78201 SACRAMENTO COUNTY	Permit Fees	\$1,210.00
78202 WEX BANK	Gas & Oil	\$3,410.76
78203 PSA PRINT GROUP	Postage	\$10,777.39
78204 DEBRA L JOHNSON	Customer Refund	\$243.02
78205 MARILY M BLACK 2000 TRUST	Customer Refund	\$32.58
78206 JUNE A RITZMAN REVOC TRUST	Customer Refund	\$23.56
78207 HOME OWNERS CONSULTANTS LLC	Customer Refund	\$54.13
78208 LONNIE MARILEE BLAKE LIVING TRUST	Customer Refund	\$119.61
78209 TM INVESTMENTS INC	Customer Refund	\$51.75
78210 ALEXANDERS CONTRACT SERVICES	Contract Services-Meter Read	\$8,688.70
78211 AREA WEST ENGINEERS INC		\$4,860.00
78212 BEST BEST AND KRIEGER	Contract Services-Engineering Legal & Audit	\$19,627.20
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78213 BENDER ROSENTHAL INCORPORATED 78214 BSK ASSOCIATES	Contract Services-Engineering Water Analysis	\$2,300.00 \$4,542.53
78215 COMCAST	Equipment Rental-Office	\$4,542.53 \$96.68
78216 KEVIN P CAVANAGH	Customer Refund	\$832.41
78217 COUNTY OF SACRAMENTO	Permit Fees	\$2,007.50
78218 TAMAR DAWSON	Professional Development	\$2,007.30
	Contract Services-Other	
78219 FAIR OAKS ARBORIST 78220 FLOWLINE CONTRACTORS INC		\$1,600.00
	Contract Services-Engineering	\$328,193.65
78221 HUNT AND SONS INC	Gas & Oil Contract Services-Miscellaneous	\$2,413.41 \$3,760.00
78222 IB CONSULTING LLC		
78223 J4 SYSTEMS	Contract Services-Other Contract Services-Engineering	\$13,972.75
78224 KASL CONSULTING ENGINEERS		\$11,785.00
78225 LUND CONSTRUCTION	Contract Services-Engineering	\$35,109.15
78226 MACQUARIE EQUIPMENT CAPITAL INC	Equipment Rental-Office	\$376.97
78227 MMANC	Dues & Subscriptions	\$40.00
78228 MOONLIGHT BPO LLC	Contract Services-Bill Print/Mail	\$4,801.02
78229 NAPA AUTO PARTS	Repair-Equipment	\$41.12
78230 PACE SUPPLY CORP	Material	\$9,019.93
78231 PACIFIC GAS AND ELECTRIC	Utilities	\$17.98
78232 QUICK QUACK CAR WASH	Maintenance Agreement-Equipment	\$298.30
78233 RDO EQUIPMENT	Repair-Trucks	\$1,593.91
78234 RENTAL GUYS	Equipment Rental-Field	\$167.42
78235 REGIONAL GOVERNMENT SERVICES	Consulting Services	\$2,414.30
78236 GEORGES RIZK	Toilet Rebate Program	\$75.00
78237 ROCKLIN HYDRAULICS	Repair-Trucks	\$196.28
78238 REGIONAL WATER AUTHORITY	Dues & Subscriptions	\$27,173.00

78.40 LES SCHWAB TIRES	CHECK PAYEE	<u>DESCRIPTION</u>	<u>AMOUNT</u>
29.241 SIRED CITY			\$6,618.53
78242 SOLARWINDS	78240 LES SCHWAB TIRES	=	\$1,386.96
78244 SLC1I			\$63.72
78244 STATE WATER RESOURCES CONTROL BOARD Dues & Subscriptions \$10.50 78245 HINLEY PACIFIC LA LLC Repair-Equipment \$29.86 78247 WALKERS OFFICE SUPPLIES Office Expense \$53.1 78248 WATERWISE CONSULTING INC Contract Services-Conservation \$1,47.0 78249 RICHARD OR DOROTHY J MEYER TRUST Customer Refund \$15.1 78251 JULIA MO RN MARK A GRAY Customer Refund \$15.1 78251 JULIA MO RN MARK A GRAY Customer Refund \$10.1 78251 JULIA MO RN MARK A GRAY Customer Refund \$10.1 78253 FRED A PAZDEL Customer Refund \$10.1 78253 FRED A PAZDEL Customer Refund \$40.9 78254 IN DEV AND CONSTRUCTION INC Customer Refund \$40.9 78255 1981X ARCHITECTS Customer Refund \$40.9 78255 1981X ARCHITECTS Customer Refund \$40.9 78255 1981X ARCHITECTS Customer Refund \$40.9 78256 2000		e	\$171.00
78245 UNIVERSAL ENGINEERING SCIENCES Contract Services-Engineering \$3,93.6 78246 WALKERS OFFICE SUPPLIES Office Expanse \$5.3.1 78248 WALKERS OFFICE SUPPLIES Office Expanse \$5.3.1 78249 RICHARD OR DOROTHY J MEYER TRUST Customer Refund \$15.5.1 78259 RICHARD OR DOROTHY J MEYER TRUST Customer Refund \$15.5.1 78251 JULIA MOR MARK A GRAY Customer Refund \$15.5.1 78251 JULIA MOR MARK A GRAY Customer Refund \$15.5 78252 BRYAN COLE OR PATRICIA TAYLOR ESTATE Customer Refund \$40.9 78254 LN DEV AND CONSTRUCTION INC Customer Refund \$40.9 78254 LN DEV AND CONSTRUCTION INC Customer Refund \$40.9 78254 LN DEV AND CONSTRUCTION INC Customer Refund \$40.9 78254 LN DEV AND CONSTRUCTION INC Customer Refund \$40.9 78255 BRYAN AND CONSTRUCTION INC Customer Refund \$40.9 78256 ACWA JPIA Workers Comp Insurance \$31.62.7 78256 ACWA JPIA Workers Comp Insurance \$31.62.7 78257 AND ANNEED CHEMICAL TRANSPORT INC Contract Services-Other \$60.6 78258 AWWA DUSA & Subscriptions \$322.1 78259 BISST BISST AND KRIRIGER Capital & Audit \$34.9 78260 BISST BISST AND KRIRIGER Capital & Audit \$34.9 78262 CALIFORNIA LANDSCAPE ASSOCIATES INC Junitorial \$1.400.0 78263 COUNTY OF SACRAMENTO PARCEL VIEWER Contract Services-Other \$32.0 78264 CORE AND MAIN LP Material \$4.998.9 78266 EDELSTEIN GILBERT ROBSON AND SMITH LLC Contract Services-Other \$5.00.0 78276 FAST ACTION PEST CONTROL Contract Services-Other \$5.00.0 78270 FP MAILING SOLUTIONS Equipment Remail-Office \$5.00.0 78271 FULL EURISE LORD CONTROL Contract Services-Other \$5.00.0 78272 FLAINE SCILARFER HUDSON Told Rebute Program \$7.5 78273 FLAINE SCILARFER HUDSON Told Rebute Program \$7.5 78274 J COMM INC Contract Services-Other \$5.00.0 78275 FLAINE SCILARFER HUDSON Told Rebute Program \$7.5 78276 FLAINE SCILARFER HUDSON Told Rebute Program \$7.5 78277 FLAINE MAINTEN Contract Services-Other \$5.00.0 78278 KRISSI MIRAMONTES Cont		_	
78246 HENLEY PACIFIC LA LLC Repair-Equipment \$35.5 78248 WALERS OFFICE SUPPLIES Office Expense \$5.5.1 78248 WATERWISE CONSULTING INC Contract Services-Conservation \$12.7 78259 ANDREW Z SANDERSON SPROUL Customer Refund \$12.7 78250 ANDREW Z SANDERSON SPROUL Customer Refund \$10.7 78251 JULIA M OR MARK A GRAY Customer Refund \$10.7 78252 BRYAN COLE OR PATRICIA TAYLOR ESTATE Customer Refund \$20.4 78253 FRED A PAZDEL Customer Refund \$40.9 78254 DR LD BOWN AND AND AND CONSTRUCTION INC Customer Refund \$20.4 78255 ISSIX ARCHITECTS Contract Services-Engineering \$3.6 78257 ADVANCED CHEMICAL TRANSPORT INC Contract Services-Other \$63.6 78258 AWWA Due S& Subscriptions \$321.0 78259 BACKFLOW DISTRIBUTORS INC Small Tools \$27.4 78261 JULIE BEVERS Contract Services-Other \$25.0 78262 GULIA CONTRACT Small Tools \$27.4 78263 CULIA CONTRACT Material \$4.94 78264 CULIFORNIA LANDSCAPE ASSOCIATES INC J		*	
78247 WALKERS OFFICE SUPPLIES			,
78248 WATERWISE CONSULTING INC Contract Services-Conservation \$12,75 78249 RICHARD OR DOROTHY J MEYER TRUST Customer Refund \$15,51 78250 ANDREW Z SANDERSON SPROUL Customer Refund \$16,51 78251 JULIA M OR MARK A GRAY Customer Refund \$20,41 78252 BRYAN COLE OR PATRICIA TAYLOR ESTATE Customer Refund \$30,41 78253 FRID A PAZDIEL Customer Refund \$40,99 78254 IN DEV AND CONSTRUCTION INC Customer Refund \$32,11 78255 PSIST ARCHITECTS Contract Services-Engineering \$32,10 78257 ADVANCED CHEMICAL TRANSPORT INC Contract Services-Other \$96,36 78258 AGWA Due & Subscriptions \$321,00 78259 BACKELOW DISTRIBUTORS INC Small Tools \$27,45 78269 BACKELOW DISTRIBUTORS INC Small Tools \$27,59 78261 JULIE BEVERS Contract Services-Other \$36,30 78262 CALIFORNIA LANDSCAPE ASSOCIATES INC Janitorial \$1,000 78264 CORE AND MAIN IP Material \$4,999,9 78265 CORE AND MAIN IP Contract Services-Other \$3,30 78266 EDELSTEIN GILBERT			
78249 RICHARD OR DOROTHY J MEYER TRUST		=	
78259 ANDREW Z SANDERSON SPROUL			,
78251 JULIA MOR MARK A GRAY			
78252 BRYAN COLE OR PATRICIA TAYLOR ESTATE			
78255 RED A PAZDEL			
78254 LN DEV AND CONSTRUCTION INC			
78255 JSSIX ARCHITECTS			
R\$256 ACWA JPIA			
\$255 ADVANCED CHEMICAL TRANSPORT INC			,
78259 AWWA Dues & Subscriptions \$321.0 78259 BACKFLOW DISTRIBUTORS INC Small Tools \$274.5* 78260 BEST BEST AND KRIEGER Legal & Audit \$24.572.5* 78261 JULIE BEYERS Contract Services-Other \$25.00 78262 CALIFORNIA LANDSCAPE ASSOCIATES INC Janitorial \$1.400.00 78263 CDW GOVERAMENT INC Supplies \$1.661.1 78264 CORE AND MAIN LP Material \$4.988.9 78265 COUNTY OF SACRAMENTO PARCEL VIEWER Contract Services-Other \$3.13.48 78266 EDELSTEIN GILBERT ROBSON AND SMITH LLC Contract Services-Financial \$5.833.3 78267 TULIA EUNICE Contract Services-Other \$50.00 78268 FAST ACTION PEST CONTROL Contract Services-Other \$50.00 78269 TERL L FORESTER Toilet Rebate Program \$50.00 78270 PM AILLING SOLUTIONS Equipment Rental-Office \$196.9 78271 SUZANNE GUTHRIE Contract Services-Miscellaneous \$50.00 78272 ELAINE SCHAEFER HUDSON Toilet Rebate Program \$75.00 78273 INDOOR ENVIRONMENTAL SERVICES Maintenance Agreement-Equipment \$53.90			
78259 BACKFLOW DISTRIBUTORS INC Small Tools \$24,572,5 78260 BEST BEST AND KRIEGER Legal & Audit \$24,572,5 78261 JULIE BEYERS Contract Services-Other \$25,00 78262 CALIFORNIA LANDSCAPE ASSOCIATES INC Janitorial \$1,400,0 78263 CDW GOVERNMENT INC Supplies \$1,661,1 78264 CORE AND MAIN LP Material \$4,998,99 78265 COUNTY OF SACRAMENTO PARCEL VIEWER Contract Services-Other \$3,134,81 78266 EDEL'STEIN GIBERT ROBSON AND SMITH LC Contract Services-Other \$50,00 78267 JULIA EUNICE Contract Services-Other \$50,00 78268 FAST ACTION PEST CONTROL Contract Services-Other \$50,00 78269 FAST ACTION PEST CONTROL Contract Services-Miscellaneous \$184,84 78271 PERIL I, FORESTER Toilet Rebate Program \$50,00 78272 BYANDAGE ENVIRONMENTAL SERVICES Maintenance Agreement-Equipment \$53,90 78273 BILANDASSENS Toilet Rebate Program \$75,00			\$321.00
78260 BEST BEST AND KRIEGER Legal & Audit \$24,572.58 78261 JULIE BEYERS Contract Services-Other \$25,00 78262 CALIFORNIA LANDSCAPE ASSOCIATES INC Janitorial \$1,400.01 78263 CDW GOVERNMENT INC Supplies \$1,661.1 78264 CORE AND MAIN LP Material \$4,998.99 78265 COUNTY OF SACRAMENTO PARCEL VIEWER Contract Services-Other \$3,134.88 78266 EDELSTEIN GILBERT ROBSON AND SMITH LLC Contract Services-Other \$50.00 78268 EAST ACTION PEST CONTROL Contract Services-Other \$50.00 78269 TERI L. FORESTER Toilet Rescriber Program \$50.00 78270 FP MAILING SOLUTIONS Equipment Rental-Office \$196.99 78271 SUZANNE GUTHRIE Contract Services-Miscellaneous \$50.00 78272 ELAINE SCHAEFER HUDSON Toilet Rebate Program \$53.00 78273 INDOOR ENVIRONMENTAL SERVICES Maintenance Agreement-Equipment \$53.99 78274 J COMM INC Contract Services-Other \$6.650.00 78275 BRIAN JANSSENS Toilet Rebate Program \$75.00 78276 BRIAN JANSSENS Toilet Rebate Program \$75.00		1	\$274.59
78261 JULLE BEYERS Contract Services-Other \$25,00 78262 CALIFORNIA LANDSCAPE ASSOCIATES INC Janitorial \$1,400,00 78263 CDW GOVERNMENT INC Supplies \$1,661,1 78264 CORE AND MAIN IP Material \$4,988,9 78265 COUNITY OF SACRAMENTO PARCEL VIEWER Contract Services-Other \$3,134.8 78266 EDELSTEIN GILBERT ROBSON AND SMITH LLC Contract Services-Other \$50,00 78267 JULIA EUNICE Contract Services-Wiscellaneous \$184.8 78269 TERI L. FORESTER Toilet Rebate Program \$50,00 78270 FP MAILING SOLUTIONS Equipment Rental-Office \$196,90 78271 SUZANNE GUTHRIE Contract Services-Miscellaneous \$50,00 78272 ELAINE SCHAEFER HUDSON Toilet Rebate Program \$50,00 78273 INDOOR ENVIRONMENTAL SERVICES Maintenance Agreement-Equipment \$539,99 78274 J COMM INC Contract Services-Other \$6,650,00 78275 BRIAN JANSSENS Toilet Rebate Program \$75,00 78276 JOAN JARNAGIN Toilet Rebate Program \$75,00 78277 LOEWEN PUMP MAINTENANCE Wells Maintenance \$22,150,00			\$24,572.50
78262 CALIFORNIA LANDSCAPE ASSOCIATES INC Janitorial \$1,400.0 78263 CDW GOVERNMENT INC Supplies \$1,661.1 78264 CORE AND MAIN LP Material \$4,998.9 78265 COUNTY OF SACRAMENTO PARCEL VIEWER Contract Services-Other \$3,134.8 78266 EDELSTEIN GILBERT ROBSON AND SMITH LLC Contract Services-Other \$5,33.3 78267 JULIA EUNICE Contract Services-Other \$50.0 78268 FAST ACTION PEST CONTROL Contract Services-Other \$50.0 78270 FP MAILING SOLUTIONS Equipment Rental-Office \$196.9 78271 SUZANNE GUTHRIE Contract Services-Miscellaneous \$50.0 78272 ELAINE SCHAEFER HUDSON Toilet Rebate Program \$75.0 78273 INDOOR ENVIRONMENTAL SERVICES Maintenance Agreement-Equipment \$539.9 78274 J COMM INC Contract Services-Other \$6,650.0 78275 BILAN JANSSENS Toilet Rebate Program \$75.0 78276 JOAN JARNAGIN Toilet Rebate Program \$75.0 78277 LOEWEN PUMP MAINTENANCE Wells Maintenance \$23,150.0 78278 KRISSI IMRAMONTES Contract Services-Miscellaneous \$50.0			\$25.00
78263 CDW GOVERNMENT INC Supplies \$1,661.1 78264 CORE AND MAIN LP Material \$4,988.9 78265 COUNTY OF SACRAMENTO PARCEL VIEWER Contract Services-Other \$3,134.8 78266 EDELSTEIN GILBERT ROBSON AND SMITH LLC Contract Services-Financial \$5,833.3 78267 JULIA EUNICE Contract Services-Miscellaneous \$50.0 78268 FAST ACTION PEST CONTROL Contract Services-Miscellaneous \$184.8 78269 TERI L. FORESTER Toilet Rebate Program \$50.0 78271 SUZANNE GUTHRIE Contract Services-Miscellaneous \$50.0 78272 ILAINE SCHAEFER HUDSON Toilet Rebate Program \$75.0 78273 INDOOR ENVIRONMENTAL SERVICES Maintenance Agreement-Equipment \$539.9 78274 J COMM INC Contract Services-Other \$6,650.0 78275 BRIAN JANSSENS Toilet Rebate Program \$75.0 78276 JOAN JARNAGIN Toilet Rebate Program \$75.0 78277 LOEWEN PUMP MAINTENANCE Wells Maintenance \$28,150.0 78278 KRISSI MIRAMONTES Contract Services-Miscellaneous \$50.0 78280 MICHAEL NISHIMURA Contract Services-Miscellaneous \$50.0<	78262 CALIFORNIA LANDSCAPE ASSOCIATES INC		\$1,400.00
78265 COUNTY OF SACRAMENTO PARCEL VIEWER Contract Services-Other \$3,134.8 78266 EDELSTEIN GILBERT ROBSON AND SMITH LLC Contract Services-Other \$5,833.3 78267 JULIA EURICE Contract Services-Other \$5,00 78268 FAST ACTION PEST CONTROL Contract Services-Miscellaneous \$184.88 78269 TERL I. FORESTER Toiler Rebate Program \$50.00 78270 FP MAILING SOLUTIONS Equipment Rehal-Office \$196.90 78271 SUZANNE GUTHRIE Contract Services-Miscellaneous \$50.00 78272 ELAINE SCHAEFER HUDSON Toiler Rebate Program \$75.00 78273 INDOOR ENVIRONMENTAL SERVICES Maintenance Agreement-Equipment \$53.99 78274 J COMM INC Contract Services-Other \$6,650.00 78275 BRIAN JANSSENS Toiler Rebate Program \$75.00 78276 JOAN JARNAGIN Toiler Rebate Program \$75.00 78277 LOEWEN PUMP MAINTENANCE Wells Maintenance \$28,150.00 78278 KRISSI MIRAMONTES Contract Services-Miscellaneous \$50.00 78279 JENNA MOSER Contract Services-Miscellaneous \$50.00 78280 MICHAEL NISHIMURA Contract Services-Miscellan		Supplies	\$1,661.11
78265 COUNTY OF SACRAMENTO PARCEL VIEWER Contract Services-Other \$3,134.8 78266 EDELSTEIN GILBERT ROBSON AND SMITH LLC Contract Services-Other \$5,833.3 78267 JULIA EURICE Contract Services-Other \$5,00 78268 FAST ACTION PEST CONTROL Contract Services-Miscellaneous \$184.88 78269 TERL I. FORESTER Toiler Rebate Program \$50.00 78270 FP MAILING SOLUTIONS Equipment Rehal-Office \$196.90 78271 SUZANNE GUTHRIE Contract Services-Miscellaneous \$50.00 78272 ELAINE SCHAEFER HUDSON Toiler Rebate Program \$75.00 78273 INDOOR ENVIRONMENTAL SERVICES Maintenance Agreement-Equipment \$53.99 78274 J COMM INC Contract Services-Other \$6,650.00 78275 BRIAN JANSSENS Toiler Rebate Program \$75.00 78276 JOAN JARNAGIN Toiler Rebate Program \$75.00 78277 LOEWEN PUMP MAINTENANCE Wells Maintenance \$28,150.00 78278 KRISSI MIRAMONTES Contract Services-Miscellaneous \$50.00 78279 JENNA MOSER Contract Services-Miscellaneous \$50.00 78280 MICHAEL NISHIMURA Contract Services-Miscellan	78264 CORE AND MAIN LP	Material	\$4,998.98
78267 JULIA EUNICE Contract Services-Other \$50.00 78268 FAST ACTION PEST CONTROL Contract Services-Miscellaneous \$184.88 78269 TERI L. FORESTER Toilet Rebate Program \$50.00 78270 FP MAILING SOLUTIONS Equipment Rental-Office \$196.99 78271 SUZANNE GUTHRIE Contract Services-Miscellaneous \$50.00 78272 ELAINE SCHAEFER HUDSON Toilet Rebate Program \$75.00 78273 INDOOR ENVIRONMENTAL SERVICES Maintenance Agreement-Equipment \$539.90 78274 J COMM INC Contract Services-Other \$6,650.00 78275 BRIAN JANSSENS Toilet Rebate Program \$75.00 78276 JOAN JARNAGIN Toilet Rebate Program \$75.00 78277 LOEWEN PUMP MAINTENANCE Wells Maintenance \$28,150.00 78278 JENNA MOSER Contract Services-Miscellaneous \$50.00 78279 JENNA MOSER Contract Services-Miscellaneous \$50.00 78281 PACE SUPPLY CORP Material \$812.2 78282 KYLIE PEREZ Toilet Rebate Program \$75.00 78283 RENTAL GUYS Equipment Rental-Field \$293.92 78284 REGIONAL WAT	78265 COUNTY OF SACRAMENTO PARCEL VIEWER	Contract Services-Other	\$3,134.89
78268 FAST ACTION PEST CONTROL Contract Services-Miscellaneous \$184.80 78269 TERI L. FORESTER Toilet Rebate Program \$50.00 78271 SUZANNE GUTHRIE Contract Services-Miscellaneous \$50.00 78272 ELAINE SCHAFER HUDSON Toilet Rebate Program \$75.00 78273 INDORE RIVIRONMENTAL SERVICES Maintenance Agreement-Equipment \$539.90 78274 J COMM INC Contract Services-Other \$6,650.00 78275 BRIAN JANSSENS Toilet Rebate Program \$75.00 78276 JOAN JARNAGIN Toilet Rebate Program \$75.00 78277 KRISSI MIRAMONTES Contract Services-Miscellaneous \$28,150.00 78278 KRISSI MIRAMONTES Contract Services-Miscellaneous \$50.00 78279 JENNA MOSER Contract Services-Miscellaneous \$50.00 78280 MICHAEL NISHIMURA Contract Services-Miscellaneous \$50.00 78281 PACE SUPPLY CORP Material \$812.2 78282 KYLIE PEREZ Toilet Rebate Program \$75.00 78283 REDIONAL WATER AUTHORITY Dues & Subscriptions \$996.6 78284 REGIONAL WATER AUTHORITY Dues & Subscriptions \$996.6	78266 EDELSTEIN GILBERT ROBSON AND SMITH LLC	Contract Services-Financial	\$5,833.33
78269 TERI L. FORESTER Toilet Rebate Program \$50.00 78271 FP MAILING SOLUTIONS Equipment Rental-Office \$196.90 78271 SUZANNE GUTHRIE Contract Services-Miscellaneous \$50.00 78272 ELAINE SCHAEFER HUDSON Toilet Rebate Program \$75.00 78273 INDOOR ENVIRONMENTAL SERVICES Maintenance Agreement-Equipment \$539.90 78274 J COMM INC Contract Services-Other \$6,650.00 78275 BRIAN JANSSENS Toilet Rebate Program \$75.00 78276 JOAN JARNAGIN Toilet Rebate Program \$75.00 78277 LOEWEN PUMP MAINTENANCE Wells Maintenance \$28,150.00 78278 KRISSI MIRAMONTES Contract Services-Miscellaneous \$50.00 78279 JENNA MOSER Contract Services-Miscellaneous \$50.00 78280 MICHAEL NISHIMURA Contract Services-Miscellaneous \$50.00 78281 PACE SUPPLY CORP Material \$812.22 78282 KYLLE PEREZ Toilet Rebate Program \$75.00 78283 RENTAL GUYS Equipment Rental-Field \$293.90 78284 REGIONAL WATER AUTHORITY Dues & Subscriptions \$996.66 78285 EGI	78267 JULIA EUNICE	Contract Services-Other	\$50.00
78270 FP MAILING SOLUTIONS Equipment Rental-Office \$196.90 78271 SUZANNE GUTHRIE Contract Services-Miscellaneous \$50.00 78272 ELAINE SCHAEFER HUDSON Toilet Rebate Program \$75.00 78273 INDOOR ENVIRONMENTAL SERVICES Maintenance Agreement-Equipment \$539.90 78274 J COMM INC Contract Services-Other \$6,650.00 78275 BRIAN JANSSENS Toilet Rebate Program \$75.00 78276 JOAN JARNAGIN Toilet Rebate Program \$75.00 78277 LOEWEN PUMP MAINTENANCE Wells Maintenance \$28,150.00 78278 KRISSI MIRAMONTES Contract Services-Miscellaneous \$50.00 78279 JENNA MOSER Contract Services-Miscellaneous \$50.00 78280 MICHAEL NISHIMURA Contract Services-Miscellaneous \$50.00 78281 PACE SUPPLY CORP Material \$812.22 78282 KYLIE PEREZ Toilet Rebate Program \$75.00 78283 RENTAL GUYS Equipment Rental-Field \$293.92 78284 REGIONAL WATER AUTHORITY Dues & Subscriptions \$996.60 78285 REGIONAL WATER AUTHORITY Dues & Subscriptions \$5,040.00 <td< td=""><td>78268 FAST ACTION PEST CONTROL</td><td>Contract Services-Miscellaneous</td><td>\$184.80</td></td<>	78268 FAST ACTION PEST CONTROL	Contract Services-Miscellaneous	\$184.80
78271 SUZANNE GUTHRIE Contract Services-Miscellaneous \$50.00 78272 ELAINE SCHAEFER HUDSON Toilet Rebate Program \$75.00 78273 INDOOR ENVIRONMENTAL SERVICES Maintenance Agreement-Equipment \$53.99 78274 J COMM INC Contract Services-Other \$6,650.00 78275 BRIAN JANSSENS Toilet Rebate Program \$75.00 78276 JOAN JARNAGIN Toilet Rebate Program \$75.00 78277 LOEWEN PUMP MAINTENANCE Wells Maintenance \$28,150.00 78278 KRISSI MIRAMONTES Contract Services-Miscellaneous \$50.00 78279 JENNA MOSER Contract Services-Miscellaneous \$50.00 78280 MICHAEL NISHIMURA Contract Services-Miscellaneous \$50.00 78281 PACE SUPPLY CORP Material \$12.00 78282 KYLIE PEREZ Toilet Rebate Program \$75.00 78283 RENTAL GUYS Equipment Rental-Field \$293.90 78284 REGIONAL GOVERNMENT SERVICES Consulting Services \$1,184.00 78285	78269 TERI L. FORESTER		\$50.00
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78291 VERIZON WIRELESSTelephone-Wireless\$412.7278292 WATER SYSTEMS CONSULTING INCContract Services-Other\$3,670.0078293 IZAIAH WOODFYCustomer Refund\$127.7378294 NANCY ALANIZRetiree Insurance\$281.3978295 BEST BEST AND KRIEGERLegal & Audit\$21,346.0078296 BRYCE CONSULTING INCLegal & Audit\$8,740.00	78290 ALAN UTZIG	**	\$75.00
78293 IZAIAH WOODFY Customer Refund \$127.73 78294 NANCY ALANIZ Retiree Insurance \$281.33 78295 BEST BEST AND KRIEGER Legal & Audit \$21,346.00 78296 BRYCE CONSULTING INC Legal & Audit \$8,740.00	78291 VERIZON WIRELESS		\$412.72
78294 NANCY ALANIZRetiree Insurance\$281.3978295 BEST BEST AND KRIEGERLegal & Audit\$21,346.0078296 BRYCE CONSULTING INCLegal & Audit\$8,740.00	78292 WATER SYSTEMS CONSULTING INC	Contract Services-Other	\$3,670.00
78295 BEST BEST AND KRIEGER Legal & Audit \$21,346.00 78296 BRYCE CONSULTING INC Legal & Audit \$8,740.00	78293 IZAIAH WOODFY	Customer Refund	\$127.78
78296 BRYCE CONSULTING INC Legal & Audit \$8,740.00	78294 NANCY ALANIZ	Retiree Insurance	\$281.39
· ·	78295 BEST BEST AND KRIEGER	Legal & Audit	\$21,346.00
78297 CAPITAL AIR TOOL SYSTEMS Small Tools \$226.1'	78296 BRYCE CONSULTING INC	•	\$8,740.00
	78297 CAPITAL AIR TOOL SYSTEMS		\$226.17
•			\$325.00
•		*	\$50.00
78300 COGSDALE Contract Services-Other \$1,050.00	78300 COGSDALE	Contract Services-Other	\$1,050.00

CHECK PAYEE	<u>DESCRIPTION</u>	AMOUNT
78301 ROBIN COPE	Retiree Insurance	\$520.00
78302 COUNTY OF SACRAMENTO EMD	Permit Fees	\$1,034.00
78303 E AND M CONSULTING	Consulting Services	\$1,906.95
78304 EVERBANK NA	Equipment Rental-Office	\$522.59
78305 FLOWLINE CONTRACTORS INC	Contract Services-Engineering	\$3,235.00
78306 ERNESTINE FREEMAN	Health Insurance	\$174.70
78307 GRAINGER	Small Tools	\$28.15
78308 IMPERIAL SPRINKLER SUPPLY	Supplies-Field	\$4,093.64
78309 INDOOR ENVIRONMENTAL SERVICES	Maintenance Agreement-Equipment	\$3,521.30
78310 INTEGRITY ADMINISTRATORS INC	Health Insurance	\$498.10
78311 J COMM INC	Contract Services-Other	\$3,750.00
78312 J4 SYSTEMS	Contract Services-Other	\$4,111.82
78313 KEI WINDOW CLEANING 12	Janitorial	\$120.00
78314 MASON SMITH SUCCESS STRATEGIES	Consulting Services	\$9,000.00
78315 MESSENGER PUBLISHING GROUP	Publication Notices	\$225.00
78316 MOONLIGHT BPO LLC	Contract Services-Bill Print/Mail	\$2,034.11
78317 MOSAIC PUBLIC PARTNERS LLC	Contract Services-Other	\$2,900.00
78318 NAPA AUTO PARTS	Repair-Equipment	\$169.98
78319 RDO EQUIPMENT	Repair-Trucks	\$860.10
78320 RENTAL GUYS	Equipment Rental-Field	\$153.82
78321 REPUBLIC SERVICES 922	Utilities	\$324.01
78322 REGIONAL GOVERNMENT SERVICES	Consulting Services	\$1,115.50
78323 SAGENT	Contract Services-Other	\$8,936.25
78324 SAN JUAN WATER DISTRICT	Purchased Water	\$755,816.67
78325 MARY LYNN SCHERRER	Retiree Insurance	\$174.70
78326 SMUD	Utilities	\$14,097.16
78327 SONITROL	Equipment Rental-Office	\$212.64
78328 MELINDA M TUPPER	Retiree Insurance	\$520.00
78329 UNDERGROUND SERVICE ALERT OF NORTHERN CA NEVADA	Dues & Subscriptions	\$1,787.98
78330 BSK ASSOCIATES	Water Analysis	\$1,114.48
78331 COVINO SMITH AND SIMON	Contract Services-Miscellaneous	\$1,666.67
Total	_	\$1,721,939.68

CHECK	PAYEE	<u>DESCRIPTION</u>	AMOUNT
ACH	1168-2024-6 IC	Fees	\$6,052.20
ACH	ADP 666154347	Contract Services-Financial	\$442.35
ACH	PERS 6/20/2024 PAY DAY	PERS	\$30,104.49
ACH	ADP PERS 7/3/2024 PAYDAY	PERS	\$30,110.83
ACH	ADP 664846683	Contract Services-Financial	\$55.70
ACH	ADP 665239510	Contract Services-Financial	\$492.50
ACH	CHASE ONLINE JUNE2024	Fees	\$3,792.61
ACH	ICMA 7/18/2024PAYDAY	Deferred Compensation	\$13,182.18
ACH	JP MORGAN JUNE 2024	See July Agenda Item CC-9	\$11,239.49
ACH	BMO JUNE 2024		\$199.35
ACH	MID AMERICA 7/2-7/8/24	Employee Paid Insurance	\$568.67
ACH	PERS 7/18/2024 PAYDAY	PERS	\$30,266.59
ACH	PRINCIPAL AUGUST 2024	Health Insurance	\$10,959.15
ACH	VALIC 7/18/2024 PAYDAY	Deferred Compensation	\$2,810.10
ACH	VALIC 7/3/2024 PAYDAY	Deferred Compensation	\$2,810.10
ACH	BMO JUNE 2024	Fees	\$1,066.60
ACH	CA CHOICE AUGUST 2024	Health Insurance	\$54,821.82
ACH	ICMA 7/3/2024 PAYDAY	Deferred Compensation	\$13,162.37
ACH	PERS 10404 UAL 2024/2025	PERS	\$8,065.00
ACH	PERS UAL 10403 2024/2025	PERS	\$524,378.00
ACH	PERS UAL 26349 2024/2025	PERS	\$2,706.00
Total			\$747,286.10
Grand Tot	al		\$2,469,225.78

JP Morgan Purchase Card Distributions Jul-24

Name	Dues & Subscrip	tion	General Supplies	District Events & Recognition	•	uipment ntenance	Maintenance / Licensing	Professional Development	Tools & quipment	Total Bill
Liu	\$ 655	5.00		\$ 665.58				\$ 450.00		\$ 1,770.58
Shockley	\$ 603	3.00	\$ 711.04	\$ 930.43			\$ 11,953.14	\$ 4,879.62	\$ 1,270.76	\$ 20,347.99
Moore				\$ 385.54						\$ 385.54
Tran			\$ 79.58				\$ 4,700.40			\$ 4,779.98
Shepard	\$ 2	2.95		\$ 228.81						\$ 231.76
Spiers					\$	15.23				\$ 15.23
Cutler			\$ 85.66							\$ 85.66
Pieri				\$ 13.47						\$ 13.47
Scott				\$ 22.64				\$ 16.99		\$ 39.63
Nunes			\$ 15.06							\$ 15.06
Total Bill	\$ 1,260).95	\$ 891.34	\$ 2,246.47	\$	15.23	\$ 16,653.54	\$ 5,346.61	\$ 1,270.76	\$ 27,684.90

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : EMPLOYEE RECOGNITION

STATUS : Information Item REPORT DATE : August 5, 2024

PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk

Kayleigh Shepard, Management Analyst/Deputy Board Clerk

The following District employees were recognized for perfect attendance, outstanding customer service, and quality of work during the month of May-July 2024.

Administrative Services

<u>Name</u>	Attendance	Customer Service	Work Quality
Dana Mellado	Yes (May)	6/26 – Dana received a call from a resident on Reno Lane who had a leak on a house he just inherited from his mom, who recently passed. He wanted to thank her for walking him through the leak adjustment process and was very grateful for Dana during these trying times. Viviana and Dana assisted a customer who came into the office with a hearing disability and a recent stroke. Despite the individual's frustration upon learning he was a customer of a different water district, Viviana and Dana remained patient and communicated through multiple means, ultimately directing the resident to the proper location. Their composure and professionalism were commendable and greatly appreciated!	While managing her normal workload, Dana was able to serve as a lead and attend an Enterprise Resource Planning (ERP) software demo and provide valuable feedback relating to the Utility Billing and Customer Service Management (CSM) functionality. Dana also helped resolve a route billing upload issue that took 4 days working with IT and billing support resources (J4, Cogsdale and Invoice Cloud). As a part of the annual tax levy filing process, the customer service team completed reviewing over 800 delinquent accounts and were able to contact and recover over half the balances owed.

<u>Name</u>	Attendance	Customer Service	Work Quality
Brittney	Yes (May,	5/16 – Helped staff the District's	Due to planned staff outage, Brittney
Moore	July)	booth at the City of Citrus	assumed the responsibility of
		Heights Public Works Showcase	overseeing daily operations for the
		and Career Fair.	Admin Services department.
Viviana	Yes (May,	5/18 – Helped staff the District's	Desiree and Viviana assisted in
Munoz	June, July)	booth and water station at the	answering a surge of customer
		Sunrise MarketPlace Brews in	phone calls after a shut down on
		the Burbs event.	Twin Oaks Ave resulted in dirty
			water calls and an unexpected
		Viviana and Dana assisted a	shutdown in a surrounding
		customer who came into the	neighborhood. With the help of
		office with a hearing disability	Operations, they were able to keep
		and a recent stroke. Despite the	customers informed of estimated
		individual's frustration upon	turn on times and help de-escalate
		learning he was a customer of a	calls. They also worked with
		different water district, Viviana	operations to provide a list of
		and Dana remained patient and	properties requesting follow-up after
		communicated through multiple	water services were restored for
		means, ultimately directing the	customers.
		resident to the proper location.	
		Their composure and	As a part of the annual tax levy
		professionalism were	filing process, the customer service
		commendable and greatly	team completed reviewing over 800
		appreciated!	delinquent accounts and were able to
			contact and recover over half the
			balances owed.

Name	Attendance	Customer Service	Work Quality
Kayleigh Shepard	Yes (May, June, July)	A CAC Member expressed thanks to Kayleigh for capturing and sharing photos of him with his son's poster contest artwork.	Helped coordinate logistics and staff participation for the Sunrise MarketPlace Brews in the Burbs event. Communications staff commended Kayleigh for her prompt response to a media request. Coordinated and presented at a makeup session for a new Customer Advisory Committee (CAC) Member. Attended and presented at the annual Strategic Planning Board Meeting. The District's CAC Facilitator commended Kayleigh for pulling together CAC survey results together quickly and effectively. The
			work was regarded as "really outstanding".
Beth Shockley	Yes (June, July)		Despite not feeling 100% after being out sick for a few days, Beth demonstrated exceptional dedication by confirming attendee details for an upcoming conference and coming onsite to ensure the timely processing of accounts payable. On short notice, Beth delivered supplies for the District Strategic Planning session on 6/18/24. Beth coordinated efforts to provide cold refreshments for the field crews on some of our hotter days.
Mike	Yes (June)		
Shorter			

Name	Attendance	Customer Service	Work Quality
Desiree Smith	Yes (June, July)	Customer Service	The District was awarded \$75k to apply to past due customer bills related to the American Rescue Plan. On short notice Des coordinated with IT and Cogsdale to do a bulk upload application to accounts, saving the district hours of manual input. Desiree and Viviana assisted in answering a surge of customer phone calls after a shut down on Twin Oaks Ave resulted in dirty water calls and an unexpected shutdown in a surrounding neighborhood. With the help of Operations, they were able to keep customers informed of estimated turn on times and help de-escalate calls. They also worked with operations to provide a list of properties requesting follow-up after water services were restored for customers. As a part of the annual tax levy filing process, the customer service team completed reviewing over 800
			delinquent accounts and were able to contact and recover over half the balances owed.
			outunees office.

Name	Attendance	Customer Service	Work Quality
Andrew Tran	Yes (May, June)		Attended and presented at the annual Strategic Planning Board Meeting.
			Director of Ops requested the "City" field to be auto-populated for service requests in Cityworks. Andy did some investigating and found an 8+ year old note that the "City" field had been removed per request. He was able to reverse that on the back end so that the field automatically populates again. Andy worked on Friday 7/19 to upgrade the Operations building Network Switch.
Hogai Zalmai	Yes (May, June, July)	5/18 – Helped staff the District's booth and water station at the Sunrise MarketPlace Brews in the Burbs event.	Attended and presented at the annual Strategic Planning Board Meeting.
		Provided front counter coverage while customer service staff attended a software demo.	

Engineering Department

<u>Name</u>	Attendance	<u>Customer Service</u>	Work Quality
Tamar	Yes (May,	Assisted in the field the week of	
Dawson	July)	06/17/24 during staff outage.	
		Worked on Friday, 06/21/24, on a District Water Main Project – Admiral Ave.	
		Worked on 7/12/24 on a District Water Main Project – Admiral Ave.	
		Worked the week of 7/8/24 on a District Water Main Project – Admiral Ave. during staff outage.	

<u>Name</u>	Attendance	<u>Customer Service</u>	Work Quality
		On 7/18/24, prepared a GIS map for the General Manager on short notice.	
Todd Jordan	Yes (May, July)	Presented a PowerPoint presentation of the Water System Master Plan Request for Proposal at the 05/28/24 Board Meeting.	
		Attended the Strategic Planning meeting on 06/18/24.	
Tim Katkanov		Provide audio/visual support for the 05/28/24 Board Meeting.	Provided GIS support for the Lead Copper Rule compliance.
			Added a new map page to the District's Map Book that identifies the surrounding water agencies which will improve staff response time.
			time.
Ali Shafaq	Yes (May, June)	Presented a PowerPoint presentation of the Water System Master Plan Request for Proposal at the 05/28/24 Board Meeting.	
Neil Tamagni	Yes (May, June, July)	Worked on 06/07/24, 06/14/24 on a District Water Main Project – Admiral Ave. Worked on 07/19/24 and 7/26/24 on a District Water Main Project – Admiral Ave.	
		Worked in the evening/morning on 7/23 and 7/24 on a City of Citrus Heights project to relocate a water main.	

Operations Department

<u>Name</u>	Attendance	<u>Customer Service</u>	Work Quality
Chris Bell	Yes (May, June)		6/18 – worked extra hours to install an 8-foot-deep valve on Oak Avenue and worked through multiple equipment complications. 7/12 – Assisted in emergency service repair on Elsinore Way.
Andrew Callister	Yes (July)	5/16 – Showed one of the service trucks to the attendees at the City of Citrus Heights Public Works Showcase and Career Fair.	Assisted the Engineering Department with a District water main project on Friday, 6/21/24.
Brady Chambers	Yes (May)	5/18 – Helped staff the District's booth and water station at the Sunrise MarketPlace Brews in the Burbs event.	
Tim Cutler			Attended and presented at the annual Strategic Planning Board Meeting.
Kelly Drake	Yes (May, July)		Attended and presented at the annual Strategic Planning Board Meeting.
James Ferro	Yes (June)	7/10 –Resident on Sunrise Boulevard called and expressed her gratitude for a replacement tree delivered by a field crew and stated they were all "contagiously happy."	5/7 – Assisted in locating a private irrigation leak at Kingswood School which entered a communication conduit and discharged over 100 yards away on the opposite side of school. 6/27 – Assisted with water main
			flushing due to multiple dirty water calls stemming from Twin Oaks Avenue shut down.
			7/12 – Assisted in emergency service repair on Elsinore Way.
			7/24 – Assisted Engineering with flushing of water main & services on San Juan Avenue at 5:30 a.m.
Lamatt			
Jarrett			

Attendance	Customer Service	Work Quality
Yes (July)		
Yes (May, June)	5/16 – Showed one of the service trucks to the attendees at the City of Citrus Heights Public Works Showcase and Career Fair.	6/8 – Worked extra hours to install an 8-foot-deep valve on Oak Avenue and worked through multiple equipment complications. 6/27 – Assisted with water main flushing due to multiple dirty water calls stemming from Twin Oaks Avenue shut down.
Yes (May)		Attended and presented at the annual Strategic Planning Board Meeting. 7/16 – Fabricated a replacement part and repaired one of the District's Corporation Yard security gates.
Yes (May, June, July)	7/10 –Resident on Sunrise Boulevard called and expressed her gratitude for a replacement tree delivered by a field crew and stated they were all "contagiously happy."	5/7 – Assisted in locating a private irrigation leak at Kingswood School which entered a communication conduit and discharged over 100 yards away on the opposite side of school. 6/27 – Assisted with water main flushing due to multiple dirty water calls stemming from Twin Oaks Avenue shut down.
Yes (July)	6/18 - Resident on Wachtel Way, complimented Mike for his ability to explain the materials needed to complete the repair of a private leak. 7/10 –Resident on Sunrise Boulevard called and expressed her gratitude for a replacement tree delivered by the crew Mike leads and stated they were all "contagiously happy."	5/7 – Assisted in locating a private irrigation leak at Kingswood School which entered a communication conduit and discharged over 100 yards away on the opposite side of school.
	Yes (May, June) Yes (May) Yes (May) Yes (May, June, July)	Yes (May, June) Yes (May, June) Yes (May) Yes (July) Yes (May)

<u>Name</u>	Attendance	<u>Customer Service</u>	Work Quality
Chris Nichols	Yes (May, June)		6/27 – Assisted with water main flushing due to multiple dirty water calls stemming from Twin Oaks Avenue shut down.
* > *	77 07		
Jace Nunes	Yes (May, July)	5/16 – Helped staff the District's booth at the City of Citrus Heights Public Works Showcase and Career Fair.	Managed the annual Poster Contest and presented the winners at the 5/28/24 Board Meeting.
			Attended and presented at the annual Strategic Planning Board Meeting.
D	N/ (M/)		C/O W 1 1 4 1 4 1 1 1
Ryon Ridner	Yes (May)		6/8 – Worked extra hours to install an 8-foot-deep valve on Oak Avenue and worked through multiple equipment complications.
			6/27 – Assisted with water main flushing due to multiple dirty water calls stemming from Twin Oaks Avenue shut down.
N: 1 C :	V OI		
Nick Spiers	Yes (May, June)		
John Spinella	Yes (May. June, July)	Owner on Day Lillies Lane called to thank John for his excellent communication and customer service.	5/7 – Assisted in locating a private irrigation leak at Kingswood School which entered a communication conduit and discharged over 100 yards away on the opposite side of school.
			6/27 – Assisted with water main flushing due to multiple dirty water calls stemming from Twin Oaks Avenue shut down.
			7/16 – Customer at 8700 Country Creek Drive called to thank John for quick response to verify a private leak had been repaired.
			7/24 – Assisted Engineering with flushing of water main & services on San Juan Avenue at 5:30 a.m.

CITRUS HEIGHTS WATER DISTRICT DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : LONG RANGE AGENDA
STATUS : Consent/Information Item
REPORT DATE : August 8, 2024
PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk

December 12, 2024

				L	egend		
OBJECTIVE:				s	Study Session		
Listed below is the	current Long Range Agenda.			CC	Consent Calendar		
				P	Presentation		
					Business		
				CL	Public Hearing Closed Session		
	CITRUS HEIG	HTS WATER DISTRICT LONG RANGE AGENDA		CL	Closed Bession		
MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM		
		September 24, 2024					
	October 22, 2024						
September 24, 2024	Annual	Refined Budget Options/Prop 218 Direction	Liu/Straus	SS	I/D		
October 22, 2024	Annual	Misc charges and Fees -proposed	Liu	SS	I/D		
		November 26, 2024					
November 26, 2024		2025 Board Meeting Schedule	Moore	cc	I/D		
	December 12, 2024						
December 12, 2024	Annual	Committee Assignments	Moore	В	A		

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT

STATUS : Information Item REPORT DATE : August 5, 2024

PREPARED BY : Missy Pieri, Director of Engineering/District Engineer

Significant assignments and activities for the Engineering Department are summarized below. I will be available at the meeting to answer questions and/or provide additional details.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project - Pipeline Condition Assessment	Engineering	Director of Engineering, Principal Civil Engineer, Management Analyst	Yes, updates as necessary	Yes	Pipeline Condition Assessment	Segment 1 (42-inch): Condition Assessment in progress. Next step - External Corrosion Direct Assessment in late 2024. Development of Pipeline Condition Assessment Protocol in process. Staff-level Project Mapping Session held on 06/17/2024. Quarterly update meeting scheduled for 10/01/24.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
DISTRICT ENGINEERING STANDARDS	Engineering	Director of Engineering, Engineering and Operations Department	Yes, updates as necessary	No	Develop Engineering Standards for Private Development Projects	Staff reviewing draft standards. Anticipate presentation to Board in Q4 2024.
DISTRICT POLICY UPDATE & DEVELOPMENT (ENGINEERING RELATED)	Engineering	Director of Engineering, Engineering and Operations Department	Yes, updates as necessary	No	Develop and update District Policies that relate to Engineering/Development Projects	Policies 5000 and 7000 Series updated. Anticipate presentation to Board in Q4 2024
DISTRICT WATER SYSTEM MASTER PLAN	Engineering	Director of Engineering, Principal Civil Engineer, Associate Civil Engineer	Yes, 05/28/24 (Request for Proposal)	No	Update to the District's Existing Water System Master Plan	Released RFP on 06/10/24. Anticipate Award of Contract at 09/24/24 Board Meeting.
District-wide Easement Project (Phase 4)	Engineering	Director of Engineering and Assistant Engineer	Yes, updates as necessary	Yes	Obtaining easements for District-owned facilities.	Group 2 Easement Acquisition complete. Group 3 Easements in progress. Group 4 Easements in progress.

	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
Engineering	Director of Engineering, Principal Civil Engineer, Management Analyst, Technical Advisory Committee	Yes, 07/17/19 (Award of Contract)	Yes	Program for office space requirements through 2045.	Pre-Architectural Alternatives Analysis underway. Building layout options and report being prepared. Offsite building inspection anticipated to occur in August.
Engineering	Senior Construction Inspector and Assistant Engineer	Yes, 10/18/23 (Award of Contract)	No	2023 design, 2024 construction	Construction 100% complete. Project closeout in progress.
Engineering	Director of Engineering and Assistant Engineer	Yes, 04/23/24 (Award of Contract)	No	2023 design, 2024 construction	Construction began on 06/03/24. Construction 99% complete.
Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	No	2024 design, 2024 construction	District preparing 30% plans and performing easement research. Surveying complete. Potholing to occur in
	Engineering Engineering	Engineering, Principal Civil Engineer, Management Analyst, Technical Advisory Committee Engineering Senior Construction Inspector and Assistant Engineer Engineering Director of Engineering and Assistant Engineer Engineering Director of Engineering and Assistant Engineer	Engineering, Principal Civil Engineer, Management Analyst, Technical Advisory Committee Engineering Senior Construction Inspector and Assistant Engineer Engineering Director of Engineering and Assistant Engineer Engineering Director of Engineering and Assistant Engineer Engineering Director of Engineering and Assistant Engineer Engineering Director of Engineering and Assistant Engineer Engineering Director of Engineering and Assistant Engineering Director of Engineering and Assistant	Engineering, Principal Civil Engineer, Management Analyst, Technical Advisory Committee Engineering Senior Construction Inspector and Assistant Engineer Engineering Director of Engineering and Assistant Engineer Engineering Director of Engineer Contract) Engineering Director of Engineering and Assistant Engineer Engineering Director of Engineering and Assistant Engineering Director of Engineering and Assistant Engineering Director of Engineering and Assistant Engineering Director of Engineering and Assistant	Engineering, Principal Civil Engineer, Management Analyst, Technical Advisory Committee Engineering Senior Construction Inspector and Assistant Engineer Engineering Director of Engineering Engineering Director of Engineer Engineering Director of Engineer Engineering Director of Engineer Engineer Engineering Director of Engineering and Assistant Engineer Engineering Director of Engineering and Assistant Engineering Director of Engineering and Assistant Engineering Director of Engineering and Assistant

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT - Fair Oaks Blvd to Leafcrest Water Main Project	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	No	2024 design, 2024/25 construction	Surveying complete. District preparing 30% plans.
PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 3 for 3 home subdivision.	Plan check fees paid 04/13/21. Plans resigned 05/06/24. Awaiting payment of fee balance.
PRIVATE DEVELOPMENT 8556 Pheasant Ridge Ln Fire Improvements	Engineering	Director of Engineering and Assistant Engineer	No	No	Extension of water main, addition of fire hydrant, and fire sprinklers.	All fees paid on 03/11/21. District approved plans on 01/24/22. Awaiting construction.
PRIVATE DEVELOPMENT 6031 Sunrise Vista Dr Apartments	Engineering	Director of Engineering and Associate Civil Engineer	No	No	Proposed apartments.	All fees paid. Plans signed on 08/28/23. Awaiting construction.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT Talbot Way Citrus Place Subdivision	Engineering	Director of Engineering and Assistant Engineer	No	No	8 lot subdivision.	Plan check fees paid 6/2022. Plans signed on 6/21/22. Awaiting payment of fee balance and construction.
PRIVATE DEVELOPMENT 8207 Oak Ave Parcel Split, Annexation & Single Family Home	Engineering	Director of Engineering and Assistant Engineer	Yes, Inclusion approved by Board on 05/18/22.	No	Parcel Split, Annexation & 2 single family homes.	Plan check fees paid. Annexation/Inclusion fees paid and approved by Board on 05/18/22. Plans signed on 08/02/22. Awaiting payment of fee balance and construction.
PRIVATE DEVELOPMENT 7975 Twin Oaks Ave Parcel Split 1 - 3	Engineering	Director of Engineering and Associate Engineer	No	No	Parcel Split - 1 to 3 lot split; 3 single family homes with frontage improvements.	All comments incorporated. Awaiting payment of fees.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7501 Greenglen Ave Parcel Split 1 - 2	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel Split - 1 to 2 lot split per SB9; 2 single family homes.	Plan check fees paid. Plans signed on 08/09/23. Awaiting payment of fee
						balance. CHWD to provide installation of water
						facilities.
PRIVATE DEVELOPMENT 7828 Old Auburn Blvd Parcel Split 1 - 4	Engineering	Director of Engineering and Associate Engineer	No	No	Parcel Split - 1 parcel to 4 parcels.	Received Project Review Request from City on 10/12/23. District provided a Will Serve letter on 10/19/23.
PRIVATE DEVELOPMENT 7401 Mariposa Ave Parcel Split 1 - 2	Engineering	Director of Engineering and Associate Engineer	No	No	Parcel Split - 1 parcel to 2 parcels.	Parcel split approved by the City. Awaiting improvement plans from developer.
PRIVATE DEVELOPMENT 7939 Hanson Dr Parcel Split 1 - 2	Engineering	Director of Engineering and Associate Engineer	No	No	Parcel Split - 1 parcel to 2 parcels.	Received plans on 02/28/24. District provided plan review comments on 03/04/24

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7509 Twin Oaks Ave Food Truck Plaza	Engineering	Director of Engineering and Associate Engineer	No	No	Existing vacant site (with existing water service) to be used for a Food Truck Plaza.	Received Project Review Request from City on 11/20/23. District provided a Will Serve letter on 11/28/23.
PRIVATE DEVELOPMENT 7727 Wachtel Ave Parcel Split 1 - 2	Engineering	Director of Engineering and Associate Engineer	No	No	Parcel Split - 1 parcel to 2 parcels.	Received Project Review Request from City on 11/28/23. District provided plan review comments on 11/29/23.
PRIVATE DEVELOPMENT 8461 Olivine Ave Accessory Dwelling Unit	Engineering	Director of Engineering and Associate Engineer	No	No	Accessory Dwelling Unit	Received Project Review Request from City on 12/05/23. District provided a Will Serve letter on 12/07/23.
PRIVATE DEVELOPMENT 5740 San Juan Ave Parcel Split 1 - 4	Engineering	Director of Engineering and Associate Engineer	No	No	Parcel Split 1 parcel to 4 parcels.	Parcel split approved by the City. Awaiting improvement plans from developer.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 8540 Auburn Blvd Starbucks	Engineering	Director of Engineering and Associate Engineer	No	No	New commercial development.	District provided a Will Serve letter on 04/27/22. Developer to review agreement and finalize plans for incorporation into City's Auburn Blvd - Complete Streets Phase 2 project. District coordinating water work with the developer's engineer.
PRIVATE DEVELOPMENT 8425 Harper Way New Single Family Dwelling Unit	Engineering	Director of Engineering and Associate Engineer	No	No	New Single Family Dwelling Unit with a 1" water service.	On 07/29/31 District met with property owner to determine location of water service for District to install. Owner paid all fees and deposit on 07/31/24.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Auburn Blvd - Complete Streets Phase 2	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Frontage Improvements and Utility relocation on Auburn Blvd from Rusch Park to north. 3 new irrigation services.	Final plans signed on 02/24/23. Awaiting fees for irrigation services. Preconstruction meeting occurred on 06/05/24. Construction on water related work began on 07/29/24.
CITY OF CITRUS HEIGHTS PROJECT San Juan Ave (Madison Ave to Spicer) Road Improvements	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Road Improvements.	City Awarded Construction Contract in February 2024. Construction on water related work began on 07/24/24. Awaiting road improvements.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
COUNTY OF SACRAMENTO AC Overlay Project SACOG 2022 Phase 1 to 3	Engineering	Director of Engineering and Associate Civil Engineer	No	No	County of Sacramento Road Improvements along Greenback Lane from Fair Oaks Blvd. to Hazel Ave. Valve box adjustments on CHWD facilities.	Project includes valve box adjustment. District contracted separately with the contractor. County Awarded Construction Contract in February 2024. Sidewalk improvements in progress. Awaiting road improvements.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT

STATUS : Information Item REPORT DATE : June 5, 2024

PREPARED BY : Jace Nunes, Management Analyst

Rebecca Scott, Director of Operations

The Citrus Heights Water District has 20 employees in its Operations Department. The following report summarizes their work in May.

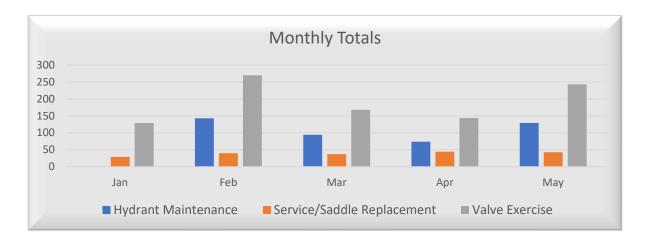
OPERATIONS MONTHLY ACTIVITIES

A. Distribution Division

The Operations Department includes 10 Distribution Operators who perform the necessary maintenance to properly operate and maintain over 250 miles of pipelines and more than 20,000 service connections. The table below summarizes noteworthy common tasks staff perform.

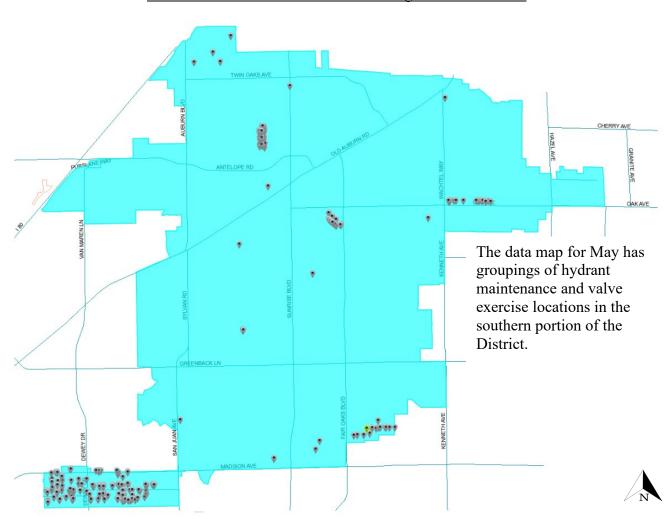
Distribution Maintenance	May 2024	Total CY 2024	Total # in System
Air Valve Inspection	0	0	147
Hydrant Maintenance	129	440	2,170
Mainline Repair/Maintenance	0	0	
Meter Box Maintenance	2	16	21,007
Meter Register Replacement	10	143	21,007
Service/Saddle Replacement	43	193	21,007
Valve Exercise	243	954	4,631
Total	427	1,746	

CIP Projects	May	Total CY
	2024	2024
C24-010 Water Mainline	0	0
C24-011 Water Valves	2	13
C24-012 Water Services	45	202
C24-013 Water Meters	6	24
C24-014 Fire Hydrants	3	6
C24-103 Pothole Main	0	0
Total	56	245



The map below shows the locations where the Operations crews worked in May.

Locations Worked within the Citrus Heights Water District



B. Standby Summary

The Operations Department assigns employees to weekly standby duty to provide 24-hour coverage in case of water emergencies within the District. The year-to-date standby activity is provided below.

Standby Summary					
Standby Reporting Month	Total Calls to After-Hours	Site Visits	Resolutions Via Phone Call		
	Answering Service				
January	16	7	9		
February	13	7	6		
March	14	9	5		
April	14	7	7		
May	13	7	6		

C. Operations Specialist

The District's Operations Specialist performs the USA markings to help protect the District's distribution system by identifying CHWD utilities for entities working in the District's service area. The Operations Specialist also responds to leak investigations; requests to locate meters; and water turn ons/offs (additional information in the chart below).

Operations Specialist Summary				
Work Description	May	Total CY		
	2024	2024		
USA Markings	372	2,006		
Check for Leak	35	139		
Fire Hydrant Investigation	0	1		
Locate a Meter	0	0		
Turn Water On/Off	10	37		
Total	417	2,183		

D. Water Quality/Sampling Summary

The Water Resources Division oversees routine monthly bacteriological testing as required by the California Division of Drinking Water. In May, 72 samples were collected with no positive results.

Step by Step Process of How CHWD Cleans Vacuum Basins

In the everyday functions of the CHWD Operations Department, crews utilize vacuum excavators to dig holes and access the District's infrastructure. Vacuum excavators are considered a soft excavation method, meaning they use high-powered suction and water pressure to loosen and remove soil. This is in contrast to hard excavation methods such as backhoes and shovels. Their use creates a slurry or mud that cannot be disposed of while wet. To overcome this issue, the Operations Department developed the following process utilizing perlite to dry the slurry. Perlite is an ultra-lightweight, absorbent, and porous natural mineral. It is typically used in gardening to manage aeration and drainage of soil.



Vacuum excavator spoils are dumped into the storage basin.



Perlite is added to the storage basin.



The perlite is mixed into the spoils using an auger attachment on a backhoe. The result is a drier, stackable dirt.



The storage basin can then be cleaned out with the front bucket of a backhoe and the dirt can be disposed of.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT

STATUS : Information Item REPORT DATE : August 6, 2024

PREPARED BY : Jace Nunes, Management Analyst

Rebecca Scott, Director of Operations

The Citrus Heights Water District has 20 employees in its Operations Department. The following report summarizes their work in June.

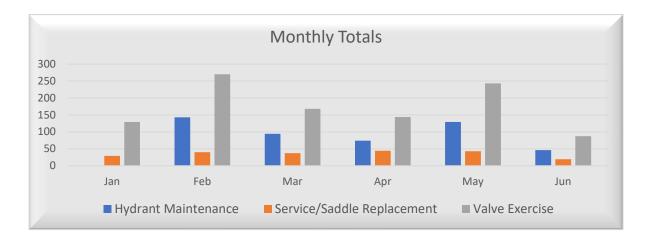
OPERATIONS MONTHLY ACTIVITIES

A. Distribution Division

The Operations Department includes 10 Distribution Operators who perform the necessary maintenance to properly operate and maintain over 250 miles of pipelines and more than 20,000 service connections. The table below summarizes noteworthy common tasks staff perform.

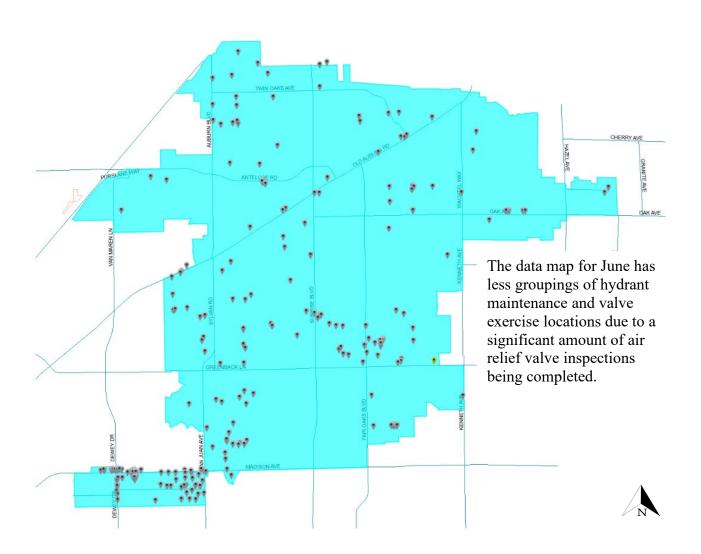
Distribution Maintenance	June 2024	Total CY 2024	Total # in System
Air Valve Inspection	115	115	147
Hydrant Maintenance	46	486	2,170
Mainline Repair/Maintenance	0	0	
Meter Box Maintenance	2	18	21,007
Meter Register Replacement	10	153	21,007
Service/Saddle Replacement	19	202	21,007
Valve Exercise	87	1041	4,631
Total	279	2015	

CIP Projects	June	Total CY
	2024	2024
C24-010 Water Mainline	0	0
C24-011 Water Valves	5	18
C24-012 Water Services	20	222
C24-013 Water Meters	4	28
C24-014 Fire Hydrants	3	9
C24-103 Pothole Main	0	0
Total	32	277



The map below shows the locations where the Operations crews worked in June.

Locations Worked within the Citrus Heights Water District



B. Standby Summary

The Operations Department assigns employees to weekly standby duty to provide 24-hour coverage in case of water emergencies within the District. The year-to-date standby activity is provided below.

Standby Summary					
Standby	Total Calls to	Site Visits	Resolutions		
Reporting Month	After-Hours		Via Phone Call		
	Answering Service				
January	16	7	9		
February	13	7	6		
March	14	9	5		
April	14	7	7		
May	23	12	11		
June	31	11	20		

C. Operations Specialist

The District's Operations Specialist performs the USA markings to help protect the District's distribution system by identifying CHWD utilities for entities working in the District's service area. The Operations Specialist also responds to leak investigations; requests to locate meters; and water turn ons/offs (additional information in the chart below).

Operations Specialist Summary				
Work Description	June	Total CY		
	2024	2024		
USA Markings	419	2,006		
Check for Leak	31	170		
Fire Hydrant Investigation	0	1		
Locate a Meter	0	0		
Turn Water On/Off	8	45		
Total	458	2,222		

D. Water Quality/Sampling Summary

The Water Resources Division oversees routine monthly bacteriological testing as required by the California Division of Drinking Water. In June, 72 samples were collected with no positive results.

Air Release Valves:

The Citrus Heights Water District has 147 air release valves (ARVs) located at high points on its distribution and transmission mains. These ARVs play a crucial role in the efficient and safe operation of the water distribution system by managing air flow. ARVs do this by continuously releasing small amounts of trapped air that accumulate in high points of the system, preventing air pockets that can reduce water flow efficiency. Additionally, these valves function as vacuum breakers, allowing air to enter the system during draining or sudden shutdowns to prevent vacuum conditions that could cause pipe collapse or damage. As a part of the District's preventative maintenance program, ARVs are inspected at least once annually and replaced if needed.



Typical air release valve found in CHWD's distribution system

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT

STATUS : Information Item REPORT DATE : August 6, 2024

PREPARED BY : Jace Nunes, Management Analyst

Rebecca Scott, Director of Operations

The Citrus Heights Water District has 20 employees in its Operations Department. The following report summarizes their work in July.

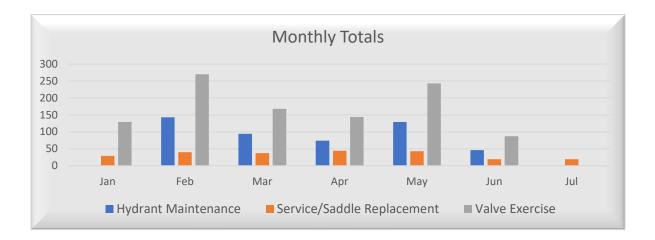
OPERATIONS MONTHLY ACTIVITIES

A. Distribution Division

The Operations Department includes 10 Distribution Operators who perform the necessary maintenance to properly operate and maintain over 250 miles of pipelines and more than 20,000 service connections. The table below summarizes noteworthy common tasks staff perform.

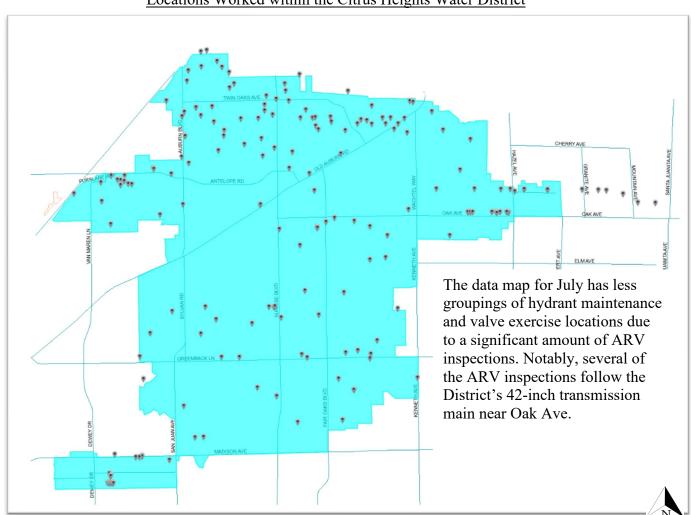
Distribution Maintenance	July 2024	Total CY 2024	Total # in System
Air Valve Inspection (ARV)	32	147	147
Hydrant Maintenance	0	486	2,170
Mainline Repair/Maintenance	0	0	
Meter Box Maintenance	1	19	21,007
Meter Register Replacement	18	171	21,007
Service/Saddle Replacement	19	221	21,007
Valve Exercise	1	1042	4,631
Total	71	2086	

CIP Projects	July 2024	Total CY 2024
C24-010 Water Mainline	0	0
C24-011 Water Valves	2	20
C24-012 Water Services	26	248
C24-013 Water Meters	2	30
C24-014 Fire Hydrants	3	12
C24-103 Pothole Main	0	0
Total	33	310



The map below shows the locations where the Operations crews worked in July.

Locations Worked within the Citrus Heights Water District



B. Standby Summary

The Operations Department assigns employees to weekly standby duty to provide 24-hour coverage in case of water emergencies within the District. The year-to-date standby activity is provided below.

Standby Summary					
Standby	Total Calls to	Site Visits	Resolutions		
Reporting Month	After-Hours		Via Phone Call		
	Answering Service				
January	16	7	9		
February	13	7	6		
March	14	9	5		
April	14	7	7		
May	23	12	11		
June	31	11	20		
July	27	8	19		

C. Operations Specialist

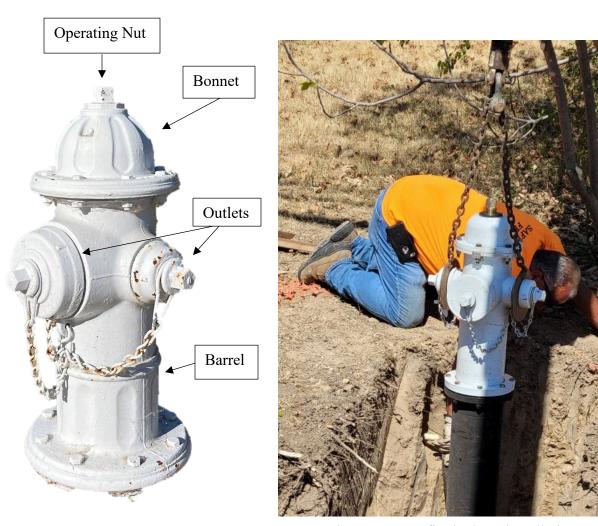
The District's Operations Specialist performs the USA markings to help protect the District's distribution system by identifying CHWD utilities for entities working in the District's service area. The Operations Specialist also responds to leak investigations; requests to locate meters; and water turn ons/offs (additional information in the chart below).

Operations Specialist Summary				
Work Description	July 2024	Total CY 2024		
LICA Markings	524	_		
USA Markings	_	2,949		
Check for Leak	37	207		
Fire Hydrant Investigation	0	1		
Locate a Meter	0	0		
Turn Water On/Off	7	52		
Total	568	2,790		

D. Water Quality/Sampling Summary

The Water Resources Division oversees routine monthly bacteriological testing as required by the California Division of Drinking Water. In July, 72 samples were collected with no positive results.

The Citrus Heights Water District owns and maintains 2,170 fire hydrants throughout its service area. The District follows California Fire Code for fire hydrant spacing. In 2023, Operations staff performed maintenance inspections on 1,136 hydrants. During a routine maintenance inspection, staff operates the fire hydrant to verify all components are working properly; regreases all outlets; then cleans and repaints the body, if needed. Below are pictures showing typical fire hydrant components and a fire hydrant installation.



Typical fire hydrant components

Photo: CHWD fire hydrant installation

CITRUS HEIGHTS WATER DISTRICT DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : 2024 WATER SUPPLY - PURCHASED & PRODUCED

STATUS : Information Item REPORT DATE : August 5, 2024

PREPARED BY : Brian M. Hensley, Water Resources Supervisor

: Rebecca Scott, Director of Operations

OBJECTIVE:

Monthly water supply report, including a comparison to the corresponding month in the prior 5 years. The 2013 data

is included for reference as it is the baseline consumption year for water conservation mandates.

	2013	2019	2020	2021	2022	2023		20	24		Year-to-	Data
M = 441		2017	2020	2021	2022	2023	Surface	Ground	Total	Total	Compar	
Month							Water	Water	Water	Water	to	15011
			Total Wate	r Monthly			Purchased	Produced	Monthly	Annual	2013	3
			acre	feet				acre	feet		acre feet	%
Jan	602.52	520.86	519.03	575.54	528.73	501.92	460.92	54.37	515.29	515.29	-87.23	-14.5%
Feb	606.36	447.48	589.8	485.17	605.17	487.3	411.19	56.11	467.30	982.59	-226.29	-18.7%
Mar	819.55	516.87	654.31	601.02	774.74	472.65	488.42	51.30	539.72	1,522.31	-506.12	-25.0%
Apr	1,029.73	682.90	767.24	1,001.96	763.83	698.84	571.47	62.85	634.32	2,156.63	-901.53	-29.5%
May	1,603.43	977.41	1,168.99	1,277.33	1,133.06	1,016.07	982.55	62.36	1,044.91	3,201.54	-1,460.05	-31.3%
Jun	1,816.73	1,328.07	1,475.82	1,541.32	1,288.62	1,265.25	1,356.51	42.64	1,399.15	4,600.69	-1,877.63	-29.0%
Jul	2,059.21	1,582.40	1,682.83	1,643.73	1,536.69	1,513.02	1,602.30	43.68	1,645.98	6,246.67	-2,290.86	-26.8%
Aug	1,924.28	1,603.36	1,660.59	1,538.76	1,461.15	1,494.76						
Sep	1,509.82	1,297.12	1,381.14	1,333.29	1,228.49	1,220.46						
Oct	1,297.42	1,083.17	1,185.00	972.09	1,065.99	966.12						
Nov	911.55	839.06	779.34	576.37	637.25	648.08						
Dec	700.94	548.17	620.34	536.97	541.93	558.87						
Total	14,881.54	11,426.87	12,484.43	12,083.55	11,565.65	10,843.34	5,873.36	373.31	6,246.67	6,246.67		
% of Total							94.02%	5.98%				

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : WATER SUPPLY RELIABILITY

STATUS : Information Item REPORT DATE : June 10, 2024

PREPARED BY : Brian Hensley, Water Resources Supervisor

Rebecca Scott, Director of Operations

OBJECTIVE:

Receive and file status report on surface water supplies available to the Citrus Heights Water District (District).

BACKGROUND AND ANALYSIS:

As of June 1, 2024, storage in Folsom Lake was at 939,397 acre-feet, ninety-six percent (96%) of the total capacity of 977,000 acre-feet. This represents an increase in storage of 87,790 acre-feet in the past month.

The District's total water use during May 2024 (1,044.91 acre-feet) was thirty-five percent (35%) below that of May 2013 (1,603.43 acre-feet).

The District's groundwater production wells: Bonita, Skycrest, Mitchell Farms, and Sylvan are operational and used on a rotational or as-needed basis. Other District groundwater production wells, Palm and Sunrise, are available for emergency use.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : WATER SUPPLY RELIABILITY

STATUS : Information Item REPORT DATE : July 2, 2024

PREPARED BY : Brian Hensley, Water Resources Supervisor

Rebecca Scott, Director of Operations

OBJECTIVE:

Receive and file status report on surface water supplies available to the Citrus Heights Water District (District).

BACKGROUND AND ANALYSIS:

As of July 1, 2024, storage in Folsom Lake was at 855,602 acre-feet, eighty-eight percent (88%) of the total capacity of 977,000 acre-feet. This represents a decrease in storage of 83,795 acre-feet in the past month.

The District's total water use during June 2024 (1,399.15 acre-feet) was twenty-three percent (23%) below that of June 2013 (1,816.73 acre-feet).

The District's groundwater production wells: Bonita, Skycrest, Mitchell Farms, and Sylvan are operational and used on a rotational or as-needed basis. Other District groundwater production wells, Palm and Sunrise, are available for emergency use.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : WATER SUPPLY RELIABILITY

STATUS : Information Item REPORT DATE : August 5, 2024

PREPARED BY : Brian Hensley, Water Resources Supervisor

Rebecca Scott, Director of Operations

OBJECTIVE:

Receive and file status report on surface water supplies available to the Citrus Heights Water District (District).

BACKGROUND AND ANALYSIS:

As of August 1, 2024, storage in Folsom Lake was at 619,926 acre-feet, sixty-four percent (64%) of the total capacity of 977,000 acre-feet. This represents a decrease in storage of 235,676 acre-feet in the past month.

The District's total water use during July 2024 (1,645.98 acre-feet) was twenty percent (20%) below that of July 2013 (2,059.21 acre-feet).

The District's groundwater production wells: Bonita, Skycrest, Mitchell Farms, and Sylvan are operational and used on a rotational or as-needed basis. Other District groundwater production wells, Palm and Sunrise, are available for emergency use.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE

STATUS : Information Item REPORT DATE : June 4, 2024

PREPARED BY : Jace Nunes, Management Analyst

Rebecca Scott, Director of Operations

Water Efficiency, Safety and Meter Program updates are summarized below.

ACTIVITIES AND PROGRESS REPORT

- Water Efficiency activities during the month of May 2024 included the following:
 - o Nine (9) High Efficiency Toilet (HET) rebates were processed.
 - o One (1) High Efficiency Clothes Washer (HECW) rebate was processed.
 - o Three (3) Pressure Reducing Valve (PRV) rebates were issued.
- Fourteen reports of water waste were received in May. Staff continues to reach out to customers concerning water waste violations.

The District holds several safety meetings per month. The May safety meetings were titled: "Trench Safety," "Heat Illness Awareness," "Silica Safety," and "10 Commandments of Good Safety Habits."

• The District offers a variety of WaterSmart classes throughout the year. The remaining 2024 WaterSmart classes are listed below.

Date	Title	Format
Wed., Aug. 28	Leaf with the Right Tree: A Guide to	Webinar
	Regional Tree Selection	
Sat., Oct. 5	Manageable Maintenance Part 1: Planning	In-person at the Citrus Heights
	with Purpose for Your Easy-Care	Community Center
	Landscape	
Sat., Oct. 19	Manageable Maintenance Part 2: DIY Do's	In-person at the Citrus Heights
	& Don'ts for Your Landscape	Community Center

On May 22, CHWD held an online WaterSmart class titled, "Beneficial Birds, Bees, and Butterflies: Pollinators for Your Yard." Twenty-one people, including 15 CHWD customers, attended the class. Following the class, CHWD received multiple emails from participants complimenting the course content and instructor. One participant stated, "I enjoyed this informative class and will be using the information in my garden!" WaterSmart classes from 2021 to present are archived on CHWD's website and on YouTube, where they can be viewed any time.

• CHWD has a demonstration garden at the Sylvan Ranch Community Garden featuring water

efficient landscaping. CHWD works with a customer-based volunteer "Garden Corps," who maintain the plots by removing weeds and checking the irrigation system and controller timers. The garden's webpage, chwd.org/garden, allows viewers to see detailed information about each plant in the District's plots, and create a customized plant list for their property.

The following table summarizes CHWD's Residential Gallons Per Capita Per Day (R-GPCD) values for 2024:

Month	R-GPCD	R-GPCD	% CHANGE
	2024	2023	
January	67	64	4%
February	66	71	-6%
March	69	60	16%
April	86	88	-3%
May	132*	128	3%

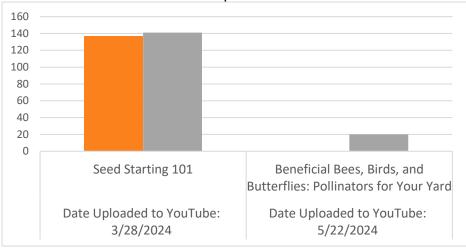
^{*}Preliminary number as of the report date

The following table summarizes the service requests and work orders of Water Efficiency staff for May 2024:

Work Orders	May 2024	May 2023
CHANGE TOUCH-READ TO	5	2
RADIO READ	_	
CONVERT TO RADIO-READ	8	18
METER		
METER BOX	2	6
MAINTENANCE		
METER REPAIR	0	1
METER REPLACEMENT	1	1
METER TESTING	0	0
REGISTER REPLACEMENT	10	8
RADIO-READ REGISTER	5	9
REPLACEMENT		
INSTALL METER	0	5
TOTAL	31	50

Service Requests	May 2024	May 2023
CONSERVATION	14	13
REQUEST		
CHECK FOR LEAK	1	0
UNABLE TO OBTAIN	40	59
METER READ		
TRIM SHRUBS	14	17
METER BURIED	31	64
METER MAINT.	58	36
LOCKED GATE	1	4
RE-READ METER	12	11
READ METER	0	0
METER BOX MAINT.	1	4
MOVE-IN/MOVE-OUT	12	10
CAR OVER METER	11	21
TOTAL	195	239

2024 WaterSmart Class Viewership



= Viewership, May 8, 2024 = Viewership, June 5, 2024

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE

STATUS : Information Item REPORT DATE : August 6, 2024

PREPARED BY : Jace Nunes, Management Analyst

Rebecca Scott, Director of Operations

Water Efficiency, Safety and Meter Program updates are summarized below.

ACTIVITIES AND PROGRESS REPORT

- Water Efficiency activities during the month of June 2024 included the following:
 - o One (1) High Efficiency Toilet rebate was processed.
 - o Five (5) smart irrigation controllers were installed.
 - o Four (4) High Efficiency Clothes Washer rebates were processed.
 - o One (1) Pressure Reducing Valve rebate was issued.
- Twenty-three reports of water waste were received in June. Staff continues to reach out to customers concerning water waste violations.

The District holds several safety meetings per month. The June safety meetings covered Hand Safety, Driving Safely, and Wildfire Smoke Safety.

• The District offers a variety of WaterSmart classes throughout the year. The remaining 2024 WaterSmart classes are listed below.

Date	Title	Format
Wed., Aug. 28	Leaf with the Right Tree: A Guide to	Webinar
	Regional Tree Selection	
Sat., Oct. 5	Manageable Maintenance Part 1: Planning	In-person at the Citrus Heights
	with Purpose for Your Easy-Care	Community Center
	Landscape	
Sat., Oct. 19	Manageable Maintenance Part 2: DIY Do's	In-person at the Citrus Heights
	& Don'ts for Your Landscape	Community Center

WaterSmart classes from 2021 to present are archived on CHWD's website and on YouTube, where they can be viewed any time.

• CHWD has a demonstration garden at the Sylvan Ranch Community Garden featuring water efficient landscaping. CHWD works with a customer-based volunteer "Garden Corps," who maintain the plots by removing weeds and checking the irrigation system and controller timers. The garden's webpage, chwd.org/garden, allows viewers to see detailed information about each plant in the District's plots, and create a customized plant list for their property.

The following table summarizes CHWD's Residential Gallons Per Capita Per Day (R-GPCD) values for 2024:

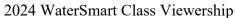
Month	R-GPCD	R-GPCD	% CHANGE
	2024	2023	
January	67	64	4%
February	66	71	-6%
March	69	60	16%
April	86	88	-3%
May	130	128	2%
June	185*	167	11%

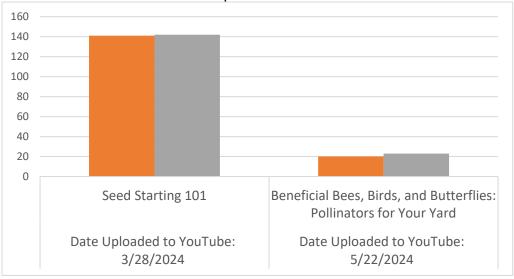
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The following table summarizes the service requests and work orders of Water Efficiency staff for June 2024:

Work Orders	June 2024	
CHANGE TOUCH-READ TO RADIO READ	1	7
CONVERT TO RADIO-READ METER	10	13
METER BOX MAINTENANCE	2	3
METER REPAIR	0	0
METER REPLACEMENT	3	0
METER TESTING	0	0
REGISTER REPLACEMENT	10	25
RADIO-READ REGISTER	12	7
REPLACEMENT		
INSTALL METER	0	11
TOTAL	38	66

Service Requests	June 2024	
CONSERVATION	23	20
REQUEST		
CHECK FOR LEAK	2	1
UNABLE TO OBTAIN	48	60
METER READ		
TRIM SHRUBS	7	16
METER BURIED	48	31
METER MAINT.	17	15
LOCKED GATE	2	7
RE-READ METER	5	34
READ METER	0	0
METER BOX MAINT.	1	2
MOVE-IN/MOVE-OUT	18	10
CAR OVER METER	11	9
TOTAL	182	205





= Viewership, June 5, 2024

= Viewership, July 1, 2024

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE

STATUS : Information Item REPORT DATE : August 6, 2024

PREPARED BY : Jace Nunes, Management Analyst

Rebecca Scott, Director of Operations

Water Efficiency, Safety and Meter Program updates are summarized below.

ACTIVITIES AND PROGRESS REPORT

- Water Efficiency activities during the month of July 2024 included the following:
 - o Five (5) High Efficiency Toilet rebates were processed.
 - One (1) smart irrigation controller was installed.
 - o One (1) High Efficiency Clothes Washer rebate was processed.
- Thirty-eight reports of water waste were received in July. Staff continues to reach out to customers concerning water waste violations.

The District holds several safety meetings per month. The July safety meetings covered Firework Safety, Call Before You Dig (811), and a Forklift Refresher.

• The District offers a variety of WaterSmart classes throughout the year. The remaining 2024 WaterSmart classes are listed below.

Date	Title	Format
Sat., Oct. 5	Manageable Maintenance Part 1: Planning	In-person at the Citrus Heights
	with Purpose for Your Easy-Care	Community Center
	Landscape	
Sat., Oct. 19	Manageable Maintenance Part 2: DIY Do's	In-person at the Citrus Heights
	& Don'ts for Your Landscape	Community Center

WaterSmart classes from 2021 to present are archived on CHWD's website and on YouTube, where they can be viewed any time.

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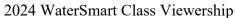
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January	67	64	4%
February	66	71	-6%
March	69	60	16%
April	86	88	-3%
May	130	128	2%
June	185	167	11%
July	210*	191	10%

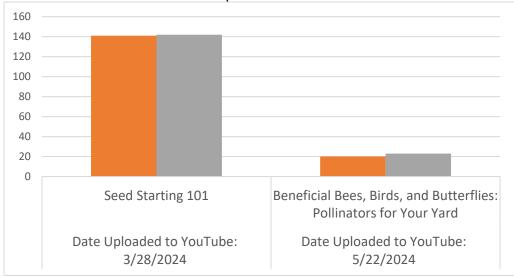
^{*}Preliminary number as of the report date

The following table summarizes the service requests and work orders of Water Efficiency staff for July 2024:

Work Orders	July 2024	July 2023
CHANGE TOUCH-READ TO RADIO READ	1	1
CONVERT TO RADIO-READ METER	10	5
METER BOX MAINTENANCE	0	3
METER REPAIR	0	0
METER REPLACEMENT	1	0
METER TESTING	0	0
REGISTER REPLACEMENT	7	16
RADIO-READ REGISTER	9	9
REPLACEMENT		
INSTALL METER	3	1
TOTAL	31	35

Service Requests	July 2024	
CONSERVATION	38	22
REQUEST		
CHECK FOR LEAK	2	2
UNABLE TO OBTAIN	47	43
METER READ		
TRIM SHRUBS	4	12
METER BURIED	53	47
METER MAINT.	24	48
LOCKED GATE	4	2
RE-READ METER	21	18
READ METER	0	0
METER BOX MAINT.	2	2
MOVE-IN/MOVE-OUT	16	19
CAR OVER METER	16	8
TOTAL	227	223





= Viewership, July 1, 2024
= Viewership, August 6, 2024

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : 2025 STRATEGIC PLAN APPROVAL

STATUS : Discussion and Action Item

REPORT DATE : August 7, 2024

PREPARED BY : Brittney C. Moore, Administrative Services Manager/Chief Board Clerk

Kayleigh Shepard, Management Analyst/Deputy Board Clerk

OBJECTIVE:

Consider approval of the Citrus Heights Water District's 2025 Strategic Plan.

BACKGROUND AND ANALYSIS:

This is the ninth year that CHWD has engaged in a Strategic Planning process to help shape the development of its annual budget. The goal of Strategic Planning is to bring the Board of Directors and key District staff together to identify and prioritize the District's high priority policy, program and project issues, and to identify what items, given limited resources (i.e., funding, time and staffing resources) the District should be working on over and above daily operations in the coming year.

The Strategic Planning process includes three major components: 1) Education/Issues Briefing; 2) Team Building; 3) Work Program Development.

The *Education/Issues Briefing Component* consisted of a 2023 Strategic Plan Update and 2024 Strategic Plan Preview by CHWD staff in a Study Session to the Board at its January 17, 2024, Regular Board Meeting. Additionally, the Board adopted an amendment to the 2024 Strategic Plan to include the decision-making Principles bulleted below. These Principles incorporated the District's Mission, Vision, and Values, and establish decision-making criteria upon which the Board of Directors will refer to when making policy decisions.

- 1. Educate and engage customers.
- 2. Protect customers from unfair ongoing cost burdens and oppose unfunded mandates.
- 3. Safeguard multi-generational investments in District assets and water supply sources.
- 4. Fulfill its purpose to advance local, community decision-making.

The Board of Directors received an additional 2024 Strategic Plan update in the May 28, 2024, Regular Meeting Agenda Packet.

The *Team Building* and *Work Program Development* components took place on June 18, 2024, in a session attended by the Board of Directors, Customer Advisory Committee members, and key District staff, facilitated by Laura Mason-Smith. The Customer Advisory Committee and Board of Directors proposed an amendment to principle #2 shown above, to now say, **protect customers from unfair cost burdens and oppose unfunded mandates.** The language change is reflected in the accompanying attachment (2025-2028 Strategic Planning session summary), prepared by facilitator Laura Mason-Smith.

In early 2025, leadership staff will present a 2025 Strategic Plan Preview, including who will serve as the Executive responsible for each project, the Project Lead, a project timeline, and who will serve on the Project Team to accomplish each objective within a projected timeframe.

District leadership staff will be reviewing progress on the Strategic Plan several times each month and will update the Board of Directors quarterly or more often as required.

RECOMMENDATION:

Approve the 2025 Strategic Plan, and direct that Strategic Planning Objectives be included in the 2025 proposed budget, which will be considered by the Board of Directors for adoption later in 2024 for the 2025 budget year.

ATTACHMENT: 2025-2028 Strategic Plan Sea	ssion Summary		
Moved by Director	, Seconded by Director	, Carried	



2025-2028 STRATEGIC PLAN

Developed June 18, 2024

Developed June 18, 2024

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7-3-24 (V2)

Developed June 18, 2024

INTRODUCTION

On Tuesday, June 18, 2024, the following members of the Board and Management of the Citrus Heights Water District met to develop the District's 2025-2028 Strategic Plan:

Caryl Sheehan President of the Board
David Wheaton Vice President of the Board

Raymond Riehle Board Member
Hilary Straus General Manager
Steve Anderson General Counsel

Missy Pieri Director of Engineering Rebecca Scott Director of Operations

Annie Liu Director of Administrative Services

Todd Jordan Principal Civil Engineer Hogai Zalmai Senior Accountant

Andy Tran Information Technology Manager

Kayleigh Shepard Management Analyst & Deputy Board Clerk

Jace Nunes Management Analyst

Tim Cutler Water Distribution Supervisor
Brian Hensley Water Resources Supervisor
Kelly Drake Water Efficiency Supervisor

Also participating were the following members of the District's Customer Advisory Committee (CAC):

Andrew Johnson CAC Chair and Member Residential
Mike Nishimura CAC Vice Chair and Member Residential

Jodi Ash Member Residential

Julie Beyers Alternate Member Residential

Richard Moses Member Residential Nanette Wheeler Carter Member Residential

Regina Cave Member Institutional, City of Citrus Heights

Strategic Planning Consultant/Facilitator

Laura Mason-Smith Mason-Smith SUCCESS STRATEGIES

7-3-24 (V2)

Developed June 18, 2024

DISTRICT ACCOMPLISHMENTS AND STRENGTHS (not in priority order):

- 1. Actively engaged the community members who want to participate and know more about CHWD.
- 2. To continue to enhance community engagement, the Customer Advisory Committee (CAC) was revitalized in 2023-24; 17 new CAC members were selected and have been meeting regularly (see Attachment A).
- 3. The CAC is a model for other agencies and is receiving industry recognition for its community support of the District; other agencies are hearing about the CAC and trying to emulate the CAC process in their agencies.
- 4. The District continues to actively ramp up to implement Project 2030; all interrelated workflows in the District's comprehensive Project 2030 Implementation Plan have been fully mapped and are moving forward with quarterly progress review and coordination meetings with all workflow leads (see Attachment B).
- 5. The Meter Testing Program kicked off with the testing of 200 meters.
- 6. The District has outstanding people at all levels leadership, staff, and Customer Advisory Committee.
- 7. Environmental compliance has been completed for Federal grant funding for two projects.
- 8. Completed and implemented Pipe Condition Assessment Procedures for Project 2030.
- 9. Successfully recruited a new Information Technology Manager.
- 10. Fully implemented a new investment strategy that increased investment income by 400 percent.
- 11. Continued to secure easements as part of the Districtwide Easement Acquisition Project.
- 12. Began an Automated Meter Reading Pilot Program.
- 13. Achieved low Liability and Workers Comp claims in the top 10% of risk pool based on reduced claims as part of an effective Safety Program.
- 14. Worked with an on-call mechanic, which allows more flexibility with fleet and reduces out-of-service time.
- 15. Successfully recruited a Principal Civil Engineer.
- 16. Launched a Job Interest Form on the District website which has resulted in 237 entries since its inception in June 2023.
- 17. The Preventative Maintenance Program is very effective.
- 18. A Seed Starting Water Smart Class partially taught by Garden Corps Members resulted in the highest attendance in the last five years; the Garden Corps members really got the word out!
- 19. Completed the final Design Plan for Well #7.
- 20. Implemented new procedures to strengthen employee recruitment and retention.

7-3-24 (V2) Page 4

Developed June 18, 2024

DISTRICT ACCOMPLISHMENTS AND STRENGTHS (continued)

- 21. A CHWD presentation at a California Special Districts Association (CSDA) event highlighted success stories and best practices in public engagement.
- 22. Developing engineering standards and policies for private development.
- 23. Won a coveted Budget and Financial Statement Award from Government Finance Officers Association (GFOA).
- 24. Won another GFOA Award for the District's Annual Comprehensive Financial Report (ACFR).
- 25. Enhanced effective IT security by implementing a Single Sign-On Process and multi-factor authentication.
- 26. Achieved significant progress on a Joint Purchasing Program with other agencies for meters and other parts.
- 27. Operations staff consistently receives positive feedback from daily customer interactions.
- 28. Implemented language interpretation services through Language World.
- 29. Worked on a Regional Water Authority committee to secure \$55 million in grant funding for the region, including \$3.2 million for CHWD's Well #8.
- 30. Engineering and Operations Departments collaborated to meet the requirements for the Lead Copper Rule.
- 31. Completed 85% of the Pipe Corrosion Assessment of the District's 42-inch water mains and will periodically monitor the corrosion test stations, which feeds into Project 2030.
- 32. Our Preventative Maintenance Program is very effective.
- 33. CHWD received recognition at the ACWA conference; we're known for being "small but mighty."
- 34. The District "packs a lot of punch" and gets a lot done, both internally and externally.
- 35. CHWD demonstrates foresight in monitoring external factors/changes and always planning ahead.
- 36. The District has such delicious, good water.
- 37. Completed the Federal Environmental review.
- 38. Kicked off our Water System Master Plan update process.
- 39. Outstanding quality/quantity of rate-payer communication; growing District presence online and in the media.
- 40. Achieved IT security enhancements.
- 41. Implemented ClearGov.
- 42. Achieved progress on a Joint Purchasing Program with other agencies for miscellaneous parts and supplies.

7-3-24 (V2) Page 5

Citrus Heights Water District 2025-2028 STRATEGIC PLAN

Developed June 18, 2024

ISSUES, FACTORS, AND TRENDS

The following key issues, factors, and trends that do or could affect the District moving forward were reviewed and refined by the Board of Directors, District staff, and the Customer Advisory Committee (CAC) members at the April 2024 CAC meeting.

- 1. Federal Lead/Copper Rule compliance due in October 2024 is a big burden.
- 2. Threats to upending long-standing water rights.
- 3. Surface water acquisition between other agencies that threatens SJ-WCA interests.
- 4. Threats to Pre-1914 water rights and impacts to CHWD's surface water supply.
- 5. Recruitment and retention challenges staff, Board, and community leaders.
- 6. Challenges related to being an employer of choice.
- 7. Space needs to scale appropriately and address work program needs.
- 8. City of Citrus Heights' and Sacramento County's increased pavement restoration requirements.
- 9. Cybersecurity issues.
- 10. Delivering water continues to be more and more complicated.
- 11. State and Federal decisions related to the operation of Folsom Lake and how much water is released.
- 12. Impacts of the Federal administration and likely expansion of environmental regulations.
- 13. Impact of State-wide Surface Water Curtailment Voluntary Agreements.
- 14. San Juan Wholesale's future costs and impacts to retail agencies.
- 15. Unfunded California Public Employees' Retirement System (CalPERS) and other Post-Employment Benefits (OPEB) liabilities, system changes, and City/County/District impacts.
- 16. Talks at a Federal level related to water and potential funding opportunities.
- 17. Analytics related to response rates to electronic bill pay options.
- 18. State and Federal regulations and unfunded mandates; for example, agency water budgets, electric vehicle (EV) mandates and charging station requirements. Need for additional customer outreach and education on unfunded mandates.

7-3-24 (V2)

Citrus Heights Water District 2025-2028 STRATEGIC PLAN

Developed June 18, 2024

ISSUES, FACTORS, AND TRENDS (continued)

- 19. Statewide water conservations mandates.
- 20. Increased construction costs and the availability of building materials impact all District construction projects.
- 21. A trend toward collaborative agency partnerships for mutual benefit while maintaining agency autonomy.
- 22. More alternative water technologies/impacts and the need for more attention to aquifer water storage.
- 23. Confusing and sometimes contradictory State messaging to customers regarding water availability, water usage, and drought which can make it difficult for water agencies to maintain credibility.
- 24. Increasing need for public engagement and challenges in connecting with customers on key issues about their water system when they cannot see the system because it is buried underground.
- 25. Engaging customers who mostly interact with the District by paying their bill.
- 26. Increased public awareness of the value of quality water.
- 27. Monitoring proposed water district merger talks.
- 28. Reliance on rate-payer funding for Irrigation Districts.
- 29. Utilizing the localized press to highlight local issues.
- 30. Emerging water containment issues, and more water regulations; the most immediate concern is for groundwater.
- 31. Increased Statewide activity regarding well drilling, and drillers are so busy that it is difficult to get a well drilled.
- 32. Competition for contractors and supply chain issues cause delays.
- 33. Price increases of 10-15 percent annually on standard parts.
- 34. Economic uncertainty and inflation.
- 35. Unknown impacts of Artificial Intelligence (AI).
- 36. Shift in traditional journalism. Fewer resources, changes to how people consume information, trends to cover more sensational items, and First Amendment Audits.
- 37. 2026 elections representation by CHWD service area residents on the SJWD Board.

DISTRICT MISSION, VISION, VALUES, AND DECISION-MAKING PRINCIPLES

MISSION STATEMENT

The mission of the Citrus Heights Water District is to furnish a dependable supply of safe, quality water delivered to its customers in an efficient, responsive, and affordable manner.

VISION STATEMENT

The Citrus Heights Water District will continue to evolve as a dynamic provider of municipal water service to assure that our customers receive the best value without giving it a second thought.

VALUES

Integrity
Teamwork
Dependability
Accountability
Professionalism

DECISION-MAKING PRINCIPLES

The Mission, Vision, and Values are incorporated in the following decision-making principles upon which Board of Director policy decisions for the District shall be made. CHWD will:

Educate and engage customers.

Protect customers from unfair cost burdens and opposing unfunded mandates.

Safeguard multi-generational investments in District assets and water supply sources.

Fulfill its purpose to advance local, community decision-making.

7-3-24 (V2)

Citrus Heights Water District 2025-2028 STRATEGIC PLAN

Developed June 18, 2024

THREE-YEAR GOALS - 2025-2028

(not in priority order)

- Manage and Diversify a Dependable Water Supply and Empower Customers to Use Water in an Efficient Manner
- Manage the Improvement of and Reinvestment in District Infrastructure and Facilities
- Continue Preparation to Implement the Project 2030 Water Main Replacement Program to Ensure a Reliable Water Distribution System
- Promote Organizational Effectiveness and Enhance Customer Service
- Engage Customers and Communicate the District's Priorities and Value-Added Programs

7-3-24 (V2)

CITRUS HEIGHTS WATER DISTRICT # 2025 STRATEGIC OBJECTIVES

• THREE-YEAR GOAL: Manage and Diversify a Dependable Water Supply and Empower Customers to Use Water in an Efficient Manner

	Objectives to be Completed in the 2025 Year							
#	START	END	WHAT	WHO	COMMENTS			
1			Complete construction for Well Site 7, which will include Aquifer Storage and Recovery (ASR).					
2			Complete drilling for Well Site 8.					
3			Pursue acquisition of 1-2 potential sites for wells/water/asset storage.					
4.			Host three in-person and two online Water Smart classes.					

CITRUS HEIGHTS WATER DISTRICT # 2025 STRATEGIC OBJECTIVES

• THREE-YEAR GOAL: Manage the Improvement of and Reinvestment in District Infrastructure and Facilities

	Objectives to be Completed in the 2025 Year							
#	START	END	WHAT	WHO	COMMENTS			
1			Ongoing meter testing (test 200 meters)					
2			Complete 50% plans, specifications, and cost estimate of the selected alternative for the Corporation Yard.					
3			Finalize funding plan for Corporation Yard build-out.					
4			Complete the review of 150 locations as identified by the District-wide Easement Needs Assessment/Study and create a prioritized list for easement acquisition. Continue Easement Acquisitions as identified by the above prioritized list.					
5			Complete 75% of the Water System Master Plan.					

CITRUS HEIGHTS WATER DISTRICT 2025 STRATEGIC OBJECTIVES

• THREE-YEAR GOAL: Continue Preparation to Implement the Project 2030 Water Main Replacement Program to Ensure a Reliable Water Distribution System

	Objectives to be Completed in the 2025 Year							
#	START	END	WHAT	WHO	COMMENTS			
1			Perform pre-design alternatives analysis on key water mains from the Project 2030 list.					
2			Perform a comprehensive leak detection pilot program for distribution and transmissions mains.					
3			Pilot condition assessment technology for distribution and transmissions mains.					
4			Select water mains from the Project 2030 list to complete \$2 million of water main replacements.					

CITRUS HEIGHTS WATER DISTRICT # 2025 STRATEGIC OBJECTIVES

• THREE-YEAR GOAL: Promote Organizational Effectiveness and Enhance Customer Service

	Objectives to be Completed in the 2025 Year							
#	START	END	WHAT	WHO	COMMENTS			
1			Select and implement a new Enterprise Resource Planning (ERP) system.					
2			Budget development/refinement using ClearGov software.					
3			Ongoing OnBase document scanning (45 admin document types).					
4			Increase the number of customer emails on the email listserv by 400 customers.					
5			Continue analyses of regional water agency activity and impacts on CHWD.					

CITRUS HEIGHTS WATER DISTRICT # 2025 STRATEGIC OBJECTIVES

• THREE-YEAR GOAL: Engage Customers and Communicate the District's Priorities and Value-Added Programs

	Objectives to be Completed in the 2025 Year						
#	START	END	WHAT	WHO	COMMENTS		
1			Increase customer awareness and favorability of the District through traditional and digital media and in-person opportunities, and evaluate effectiveness with a benchmark survey to be performed in 2025. Special focus on CHWD key pillars: • Groundwater expansion and reinvestment, • Water meter asset management, and • Project 2030 Water Main Replacements.				
2			Educate customers through traditional and digital media and in-person opportunities on intergovernmental activities that could impact CHWD's policies, operations, capital, finances, and water supply.				
3			Engage stakeholders via the Garden Corps and Customer Advisory Committee (CAC) and develop an enhanced experience for participants. Empower members to act as CHWD ambassadors.				

Citrus Heights Water District 2025-2028 STRATEGIC PLAN

Developed June 18, 2024

• THREE-YEAR GOAL: Engage Customers and Communicate the District's Priorities and Value-Added Programs (continued)

	Objectives to be Completed in the 2025 Year							
#	START	END	WHAT	WHO	COMMENTS			
4			Complete one panel/professional development presentation with industry organizations; e.g., ACWA, CSDA, CAPIO, ACWAJPIA.					

ATTACHMENT A

CAC Program Overview

```
2023
Dec 14 - Meeting: Introduction
        (District history overview, Role of the CAC, "1 unit of water" demonstration)
2024
Jan 16 - Meeting: Operations Briefing
Mar 12 - Tour: CHWD Corporation Yard
Apr 30 - Meeting: Strategic Planning Process Overview
Jul 16 - Meeting: Receive Presentation From SJWD's Director of Operations
       (Presentation Topics: Folsom Lake, Dam and SJWD Water Treatment Plant)
Sep 10 - Meeting: Budget Process Overview
Oct 8 - Meeting: Regional Collaboration/Statewide Issues
Dec 9 - Meeting: Year-in-Review
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ATTACHMENT B

Project 2030 Workflow Mapping



Pipeline Condition Assessment – Transmission & Distribution Mains



Water System Master Plan (update)



Key Water Main Replacements Predesign Alternatives Analysis



Staffing Projections Updates



Corporation Yard Planning, Design, and Construction



Pavement Restoration Requirements



Funding Plan



Public Affairs

ATTACHMENT C

STRATEGIC PLANNING PROCESS PARTICIPANTS' OBSERVATIONS ABOUT THE STRATEGIC PLANNING PROCESS

- 1. Such a great, informative meeting.
- 2. So grateful for all the work of the Board, staff team, and CAC members on the Strategic Plan.
- 3. Impressed and a bit overwhelmed with all the information provided and discussed; it is a lot to take in, and I'm so grateful for all the District does.
- 4. This was confirmation of how much work goes on to ensure that all of this happens kudos to all!
- 5. So glad that Project 2030 is moving forward behind the scenes and that the District is staying on top of it.
- 6. I'd like to see more ongoing public engagement for our new generation of rate payers who don't know what the District is doing.
- 7. Appreciate that there is an entire District Goal related to communications; it's so important to share ongoing intentional efforts.
- 8. Really appreciate the clear direction from the Board, especially to use the Strategic Plan priorities to prepare the Budget.
- 9. Appreciate that the District works so hard; it's essential to keep planning.
- 10. Look forward to working on all these very important projects.
- 11. Appreciate how well we all work together.
- 12. Appreciate questions from the CAC members that will make the District even better; this is really helpful related to Board decisions.
- 13. The enormity of the District's challenges and work is evident; there are a lot of moving parts that are very complicated.
- 14. Appreciate hearing in a consolidated form all the work that's going on.
- 15. This is a really good annual reset for all of us; I'm really excited about the even bigger goals.
- 16. The District is in good hands with all the people here; I truly thank everyone who came tonight.
- 17. This process is confirmation that we're on a good path.
- 18. It's so important to appreciate and celebrate what we're getting done.

Citrus Heights Water District 2025-2028 STRATEGIC PLAN

Developed June 18, 2024

STRATEGIC PLANNING PROCESS PARTICIPANTS' OBSERVATIONS (continued)

- 19. It's a fun ride to work with the District and learn what everyone else does.
- 20. Being on the CAC is really exciting.
- 21. This evening demonstrates what good governance really is; it's important to talk with young people about what we've done tonight and all that we're doing every day to manage our resources well into the future and to set up our community to succeed.
- 22. Thanks everyone for being here; we appreciate everyone's input.
- 23. It's clear that this is one of the nicest group sessions—such a collegial group and so impressive.
- 24. I thank everyone for sharing their opinions.
- 25. Excited to work on the IT Objectives.
- 26. Thanks to the District for talking with other Districts on how to conserve water.
- 27. I'd like to be there when we drill the next well.
- 28. The District is continuing to evolve.
- 29. I'm hopeful that the CAC can see the interconnectedness of what the District does.
- 30. Running a Water District is very complex.
- 31. The sense of cooperation between the District and the public is very nice.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR YEARS ENDED

DECEMBER 31, 2023

STATUS : Action Item REPORT DATE : August 27, 2024

PREPARED BY : Michael Shorter, Accounting Manager

Annie Liu, Director of Administrative Services

OBJECTIVE:

Consider a motion to receive and file the following:

- Citrus Heights Water District's (District) Annual Comprehensive Financial Report for the Year Ended December 31, 2023 (Attachment 1); and
- Report on Internal Controls and Required Communications (Attachment 2).

BACKGROUND AND ANALYSIS: -

Accompanying this report for the Board's review is the District's Annual Comprehensive Financial Report (ACFR) for the year ended December 31, 2023.

In prior years, the District had issued Basic Financial Statements (BFS), which include the Independent Auditor's Report, the Management's Discussion and Analysis, and the District's financial statements. For the fifth year, District staff, with the assistance of the District's auditors, Lance, Soll & Lunghard, LLP (LSL), prepared the District's ACFR in accordance with guidelines established by the Government Finance Officers Association (GFOA). The ACFR includes information for a two fiscal period but is only dated for the audited fiscal period. The focus of the ACFR is the audited fiscal year. The immediately preceding year information is included for comparative purposes. Ryan Domino, CPA, of LSL, will be available at the August Board meeting to answer questions related to the District's financial records and reporting.

The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (COA Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles and to prepare annual comprehensive financial reports in the interest of providing greater transparency and disclosure. Staff submitted its 2022 ACFR for consideration for the Certificate of Achievement and received the award in May 2024. Staff intends to submit the District's 2023 ACFR to the GFOA Certificate of Achievement (COA) Program for consideration for a COA. The additional effort required to prepare an ACFR helps to raise the District's financial statements to the next level in terms of financial reporting, transparency, and accountability.

An ACFR presentation differs from the previous financial statement reports in that it includes the following sections, in addition to the financial section:

- Introductory Section introduces the basic financial statements and provides an analytical overview of the District's activities. This expanded analysis is useful in assessing regional economic and social conditions that may impact the District's financial outlook.
- Statistical Section comprises ten years of comparative statistical data that includes information

on financial trends, revenue capacity, debt capacity, socioeconomic factors, and water system resources.

Some key highlights from the 2023 ACFR and related work include:

- Unqualified audit opinion the District's auditors, LSL issued an unqualified, or clean, opinion on the District's financial statements.
- Ending net position of \$93,366,991 the District's net position increased by \$6.2 million over 2022.

Upon the Board's receipt and file of this ACFR, Finance Staff will submit the ACFR to the State Controller's Office, State Water Resources Control Board, Debt Counsel in compliance with statute.

RECOMMENDATION:

Receive and File the District's Annual Comprehensive Financial Statements for the Year Ended December 31, 2023.

ATTACHMENTS:

- 1) Annual Comprehensive Financial Statements for the Years Ended December 31, 2023.
- 2) Report on Internal Controls and Required Communications for the Year Ended December 31, 2023.

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Moved by Director	, Seconded by Director	, Carried	
,			

Attachment 1 Comprehensive Annual Financial Report For the Year Ended December 31, 2023



ANNUAL COMPREHENSIVE

FINANCIAL REPORT





ANNUAL COMPREHENSIVE FINANCIAL REPORT

Fiscal years ending December 31, 2022 and 2023

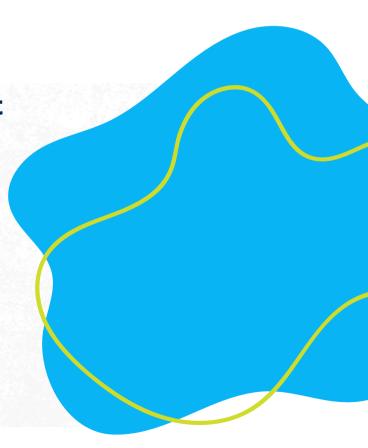
Citrus Heights Water District

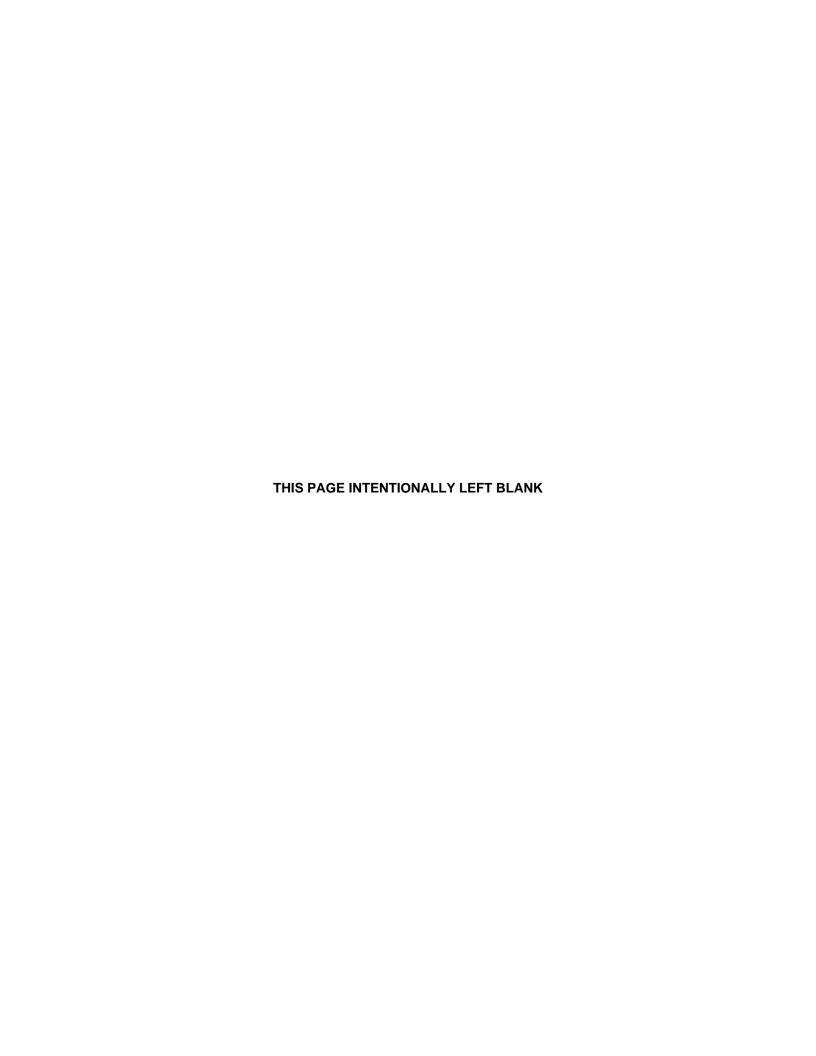
Citrus Heights, CA

Prepared by:

Citrus Heights Water District Administrative Services Department

6230 Sylvan Road Citrus Heights, CA 95610 www.chwd.org





CITRUS HEIGHTS WATER DISTRICT

Annual Comprehensive Financial Report Years Ended December 31, 2023 and 2022

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CITRUS HEIGHTS WATER DISTRICT

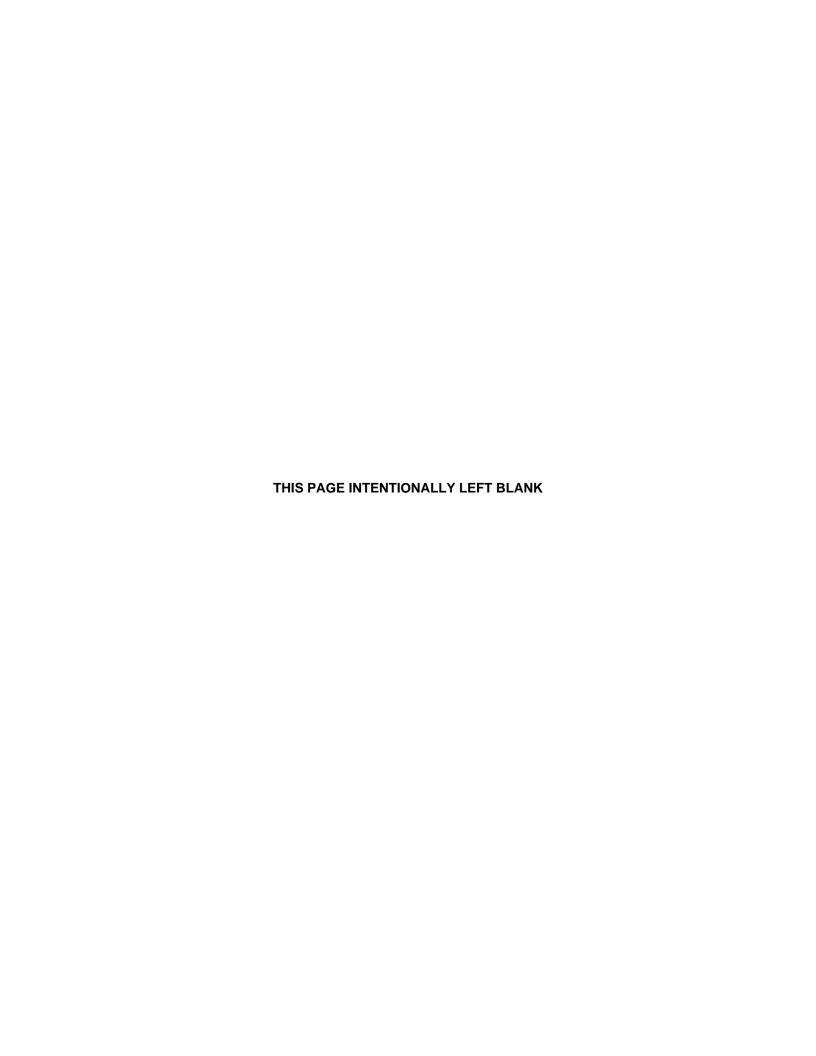
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INTRODUCTORY SECTION





Hilary M. Straus, General Manager/Secretary Annie Y. Liu, Director of Administrative Services/Treasurer Michael Shorter, Accounting Manager/Assessor/Collector

August 21, 2024

Honorable Members of the Board of Directors:

We are pleased to present the Citrus Heights Water District's ("District" or "CHWD") seventh Annual Comprehensive Financial Report ("ACFR") for the fiscal year ending December 31, 2023. This report was prepared by District staff in conformity with generally accepted accounting principles ("GAAP") and audited in accordance with generally accepted auditing standards by a firm of certified public accountants.

The ACFR provides an assessment of the District's financial condition, informs readers about District services, includes information about capital improvement projects, and discusses current initiatives within the District's Basic Financial Statements. Financial and demographic trend information is provided within the statistical section located at the end of the report. Management at the District is responsible for both the accuracy of the data presented and the completeness and fairness of the presentation, including all disclosures. As management, we assert that, to the best of our knowledge and belief, the information and data, as presented, is accurate in all material respects, and it is presented in a manner that provides a fair representation of the financial position and operations of the District. Furthermore, all disclosures that are necessary to enhance the Board's understanding of the financial condition of the District have been included.

The District's financial statements have been audited by Lance, Soll & Lunghard, LLP (LSL), a firm of independent certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the District for the fiscal year ending December 31, 2023 are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the District's financial statements for the fiscal year ending December 31, 2023, were fairly presented in conformity with GAAP. The Independent Auditors' Report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview and analysis to accompany the financial statements in the form of the Management's Discussion and Analysis (MD&A) Section. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The MD&A can be found immediately after the Independent Auditors' Report.

Profile of Citrus Heights Water District

CHWD was established in 1920, as the Citrus Heights Irrigation District, encompassing slightly more than 4.7 square miles and serving 225 farms. After over 100 years, the District currently serves water to a population of approximately 67,000 people within an approximate 13-square-mile service area.

Citrus Heights Water District carries out its mission with a highly motivated and competent staff that is empowered to conduct the District's business by placing the customers' needs and welfare first. Each day, the District's employees strive to carry out their work, mindful of the District's mission, "to furnish a dependable supply of safe, quality water delivered to its customers in an efficient, responsive, and affordable manner."

Governance and Organizational Structure

CHWD is a special district established by the State of California. The District is governed by a three-member Board of Directors that is elected to a four-year term by voters who reside in the District's service area. Beginning with the 2020 election, CHWD Board elections were changed to "By-District," whereby only those customers who reside in the same CHWD District that a Board Member lives in will vote for that Board position. In 2023, the District was staffed by 38 full-time equivalent employees assigned to three departments: Administrative Services, Engineering, and Operations. The General Manager and District General Counsel are appointed by, and report directly to, the Board of Directors. All other staff members report to the General Manager or designee.

Water Supply

In 2023, the District purchased 84.89% of its water from San Juan Water District (SJWD), and delivered it to more than 20,000 residential and commercial service connections. Additionally, the District maintains six groundwater wells and approximately 253 miles of pipeline. CHWD has been treating and delivering groundwater to customers since 1943.

Accounting and Budget Structure

CHWD operates as an enterprise fund with a fiscal year that begins January 1 and ends on December 31. GAAP requires local governments to use a proprietary-type fund, such as an enterprise fund, to account for business-type activities similar to those found in the private sector. An enterprise fund is one in which the expenditures are supported by fees collected primarily through charging users in exchange for services. CHWD operations are supported entirely by fees collected from customers in exchange for providing water service and managing the groundwater basin.

CHWD's management is responsible for the establishment and maintenance of the internal control structure that ensures the assets of the District are protected from loss, theft or misuse. The internal control structure ensures that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with GAAP. CHWD's internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed

the benefits likely to be derived, and the valuation of costs and benefits requires estimates and judgments by management.

CHWD's Board annually adopts a budget prior to the new fiscal year. The budget authorizes and provides the basis for reporting and control of financial operations, accountability for CHWD's enterprise operations, and capital projects. The budget is presented on the accrual basis of accounting and is consistent with the presentation of CHWD's ACFR. As part of the budget process, a Financial Model is updated annually to analyze revenues and expenses along with capital improvements. Beginning in FY2018, CHWD's Board adopted an accelerated payoff schedule to reduce the District's unfunded actuarial liability to 20 years amortization for other post-employment benefits and 15 years amortization for pension. This accelerated payoff will result in savings to the District versus the previous longer amortization.

Financial Policies

- The District's financial policies include many of the District's financial management practices that are used for operational and strategic decision making. These policies also allow the Board of Directors and community stakeholders to monitor how effectively the District is managing its financial responsibilities, as well as providing a means for holding the District fiscally accountable. These policies are reviewed annually to incorporate minor changes to existing policy, or major shifts in financial priorities at the discretion of the Board of Directors.
- Investment Policy The Board has adopted an investment policy that conforms to state law, CHWD's ordinances and resolutions, prudent money management, and the "prudent person" standards. The objectives of the Investment Policy are safety, liquidity, diversification, and then yield. As authorized by CHWD's Investment Policy, at the end of 2023, the District invested approximately 60.5% of the funds in the CORE investments, which are marked to market daily based on a current market price determined by U.S. Bancorp Investments. In addition, the District has approximately 39.5% funds under the management of the Local Agency Investment Fund (LAIF), California Asset Management Program (CAMP), Money Market Funds and BMO Bank.
- Reserve Policies The District has ten Reserve accounts with supported policies to balance ongoing operations to capital improvement programs. These funds are allocated to the maintenance, repair, replacement, or improvement of water system infrastructure. Adequate reserves, along with sound financial policies, provide financial flexibility to counter unanticipated expenditures or revenue fluctuations.

Audit and Financial Reporting

State Law and bond covenants require CHWD to obtain an annual audit of its financial statements by an independent Certified Public Accountant. The accounting firm of LSL

conducted the audit of CHWD's financial statements. Their unmodified Independent Auditor's Report appears in the Financial Section.

Risk Management

CHWD participates in the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) for the purchase of workers' compensation, liability, property, automobile, and fidelity insurance. The typical liability limits are \$5 million per incident/occurrence.

Economic Condition, Outlook and Major Initiatives

CHWD is primarily a residential community, with some commercial enterprises within its boundaries. The District's service area is largely built out; therefore, the District does not anticipate a significant growth in revenue based solely upon new development. The District is forecasting a slow but steady revenue increase based on 0.5% growth per year from the demand in small in-fill of housing or commercial development within District boundaries.

CHWD operates as an enterprise fund, meaning the costs of providing water service and protecting groundwater resources are financed by rates and fees charged to the District customers. Since the District receives no revenue from taxes, operating revenues consist primarily of water sales and bi-monthly service charges. Water use has stayed relatively consistent with the decrease in usage for state-wide drought mandates enacted in 2013. The District expects consumption to continue decreasing in the next few years. This drop in demand created a gap between the amount of water customers were projected to use, and the amount they actually used, and contributed to the need for a new rate study and Financial Model rebuild.

CHWD and its wholesale water supplier, San Juan Water District (SJWD), continue to encounter changes in operations due to new regulations. The impact of current and future regulations, and the resulting cost impact on water supply operations, are an ongoing challenge for the District. According to SJWD's Wholesale Water Plan dated January 8, 2024, CHWD anticipates annual cost increases from its wholesale water supplier in the next five years as results of SJWD's changed wholesale rate calculation methodology and issued debt for the lifecycle replacement oft Hinkle Reservoir, which serves CHWD and neighboring agencies.

As of February 1, 2024, CHWD charges a uniform commodity rate of \$1.60 per unit and a bimonthly fixed charge of \$111.78 for a 1-inch meter. One unit of water equals 748 gallons. At \$1,054.68 per year, the cost of water service for a typical single-family home using 179,520 gallons of water annually remains a good value for CHWD's customers.

The District continues to repair and replace aging infrastructure throughout its system and accept new water infrastructure as part of development projects. In 2023, the District replaced or installed 348 water services, 20 fire hydrants, 35 valves and 1,210 linear feet of water mains including the District's Reno Lane Water Main Replacement Project. As part of private development that occurred within the District, 36 water services, 3 fire hydrants, 11 valves, and 1,551 linear feet of water mains were inspected and accepted into the District as a donated asset.

Long-Term Financial Planning

CHWD utilizes several planning strategies when considering long-term financial forecasts.

- Strategic Plan Strategic planning involves establishing a vision for the future and a clear mission statement to provide direction and define what the organization stands for and what it has pledged to accomplish. Since 2016, CHWD has held an annual strategic planning workshop for the Board of Directors, management, and at-large customers. The purpose of the workshop has been to review the District's mission statement and values, and to implement the District's mission and values through an Annual Work Program. The Work Program includes three-year goals and one-year objectives, which emphasize the District's commitment to promoting the efficient use of water, managing CHWD's water supply, implementing capital improvements, and optimizing organizational efficiency. The Strategic Plan and its accompanying Annual Work Program form the basis for the District's priority-based budgeting efforts.
- Project 2030 Water Main Replacement Plan This plan was identified during the strategic planning process as a key strategy for engaging customers in long-range water main replacement planning and funding efforts. The purpose of this plan is to inform customers about challenges and opportunities, and the current actions being undertaken to ensure water supply reliability, and prepare for the replacement of aging infrastructure.
- Capital Improvement Plan The Strategic Plan lays the groundwork for the Capital Improvement Plan, which includes project schedules and projected costs for production and water supply facilities identified in a 1999 Facilities Master Plan. The Capital Improvement Plan is a ten-year forecast and a capital reinvestment plan.
- 10-Year Financial Planning Model The District utilizes a Financial Planning Model
 to analyze 10-year financial projections to assist with long term operational and capital
 planning and funding, including Prop 218 rates. The Model has been updated every
 year as changes in customer water use impact long-range financial projections and
 capital improvement and water supply plans evolve.
- Annual Budget A key component of financial planning is the District's budget, which is prepared, reviewed and adopted annually. Every summer, District Finance staff prepares a draft budget, based upon an analysis of the Financial Planning Model and on revenue/expenditure submissions from CHWD's departments. The budget is presented to the Board of Directors for approval prior to the beginning of the next fiscal year. The annual budget includes forecasts for revenues, operating expenditures and capital expenditures, and is formulated using a priority-based budgeting approach.

• Water Meter Replacement Program— As CHWD's first generation of meters age-out, the District, along with a consortium to partner in the replacement and testing of meters on an on-going basis. Currently, the District is working with the Region to take advantage of an economies of scale of over 300,000 meters to be able to reduce meter asset management costs for CHWD and its consortium partners. The consortium's initial project was the completion of a Meter Replacement Program Study to identify opportunities for partnership and strategies for each agency in the short and long-term to optimally manage meter replacements.

Awards and Acknowledgements

Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Citrus Heights Water District for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended December 31, 2022. This was the sixth consecutive year that the District achieved this prestigious award. In order to be awarded a Certificate of Achievement, a governmental agency must publish an easily readable and efficiently organized ACFR. The report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. CHWD believes that this ACFR continues to meet the Certificate of Achievement Program's requirements, and is submitting it to the GFOA to determine its eligibility for another certificate.

Preparation of this report was accomplished through the combined efforts of CHWD's staff, along with support from the various departmental directors, managers, and supervisors. CHWD staff's dedicated efforts, professionalism, and contributions to CHWD's ACFR is greatly appreciated. We would also like to thank the members of the Board of Directors for their continued support in planning and implementing the District's fiscal policies.

Respectfully submitted,

Hilary M. Straus

General Manager/Secretary

Annie Y. Liu

Director of Administrative Services/

Treasurer



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

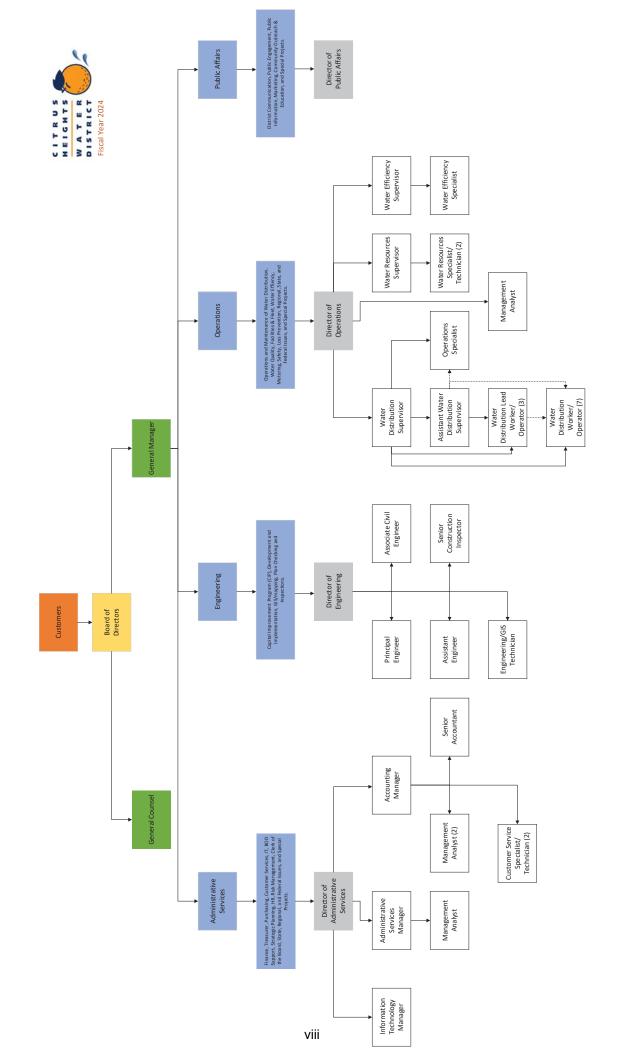
Citrus Heights Water District California

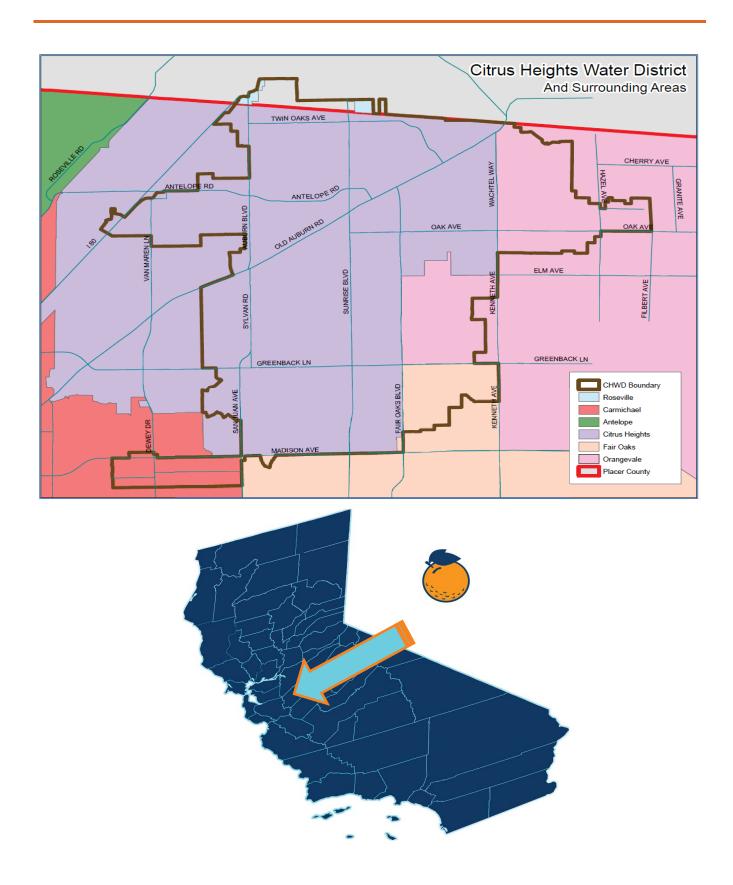
For its Annual Comprehensive Financial Report For the Fiscal Year Ended

December 31, 2022

Christopher P. Morrill

Executive Director/CEO





CITRUS HEIGHTS WATER DISTRICT

Board of Directors and Principal Officers

Board of Directors

President Caryl F. Sheehan Division One
Vice President David C. Wheaton Division Three
Director Raymond A. Riehle Division Two

Executive Staff

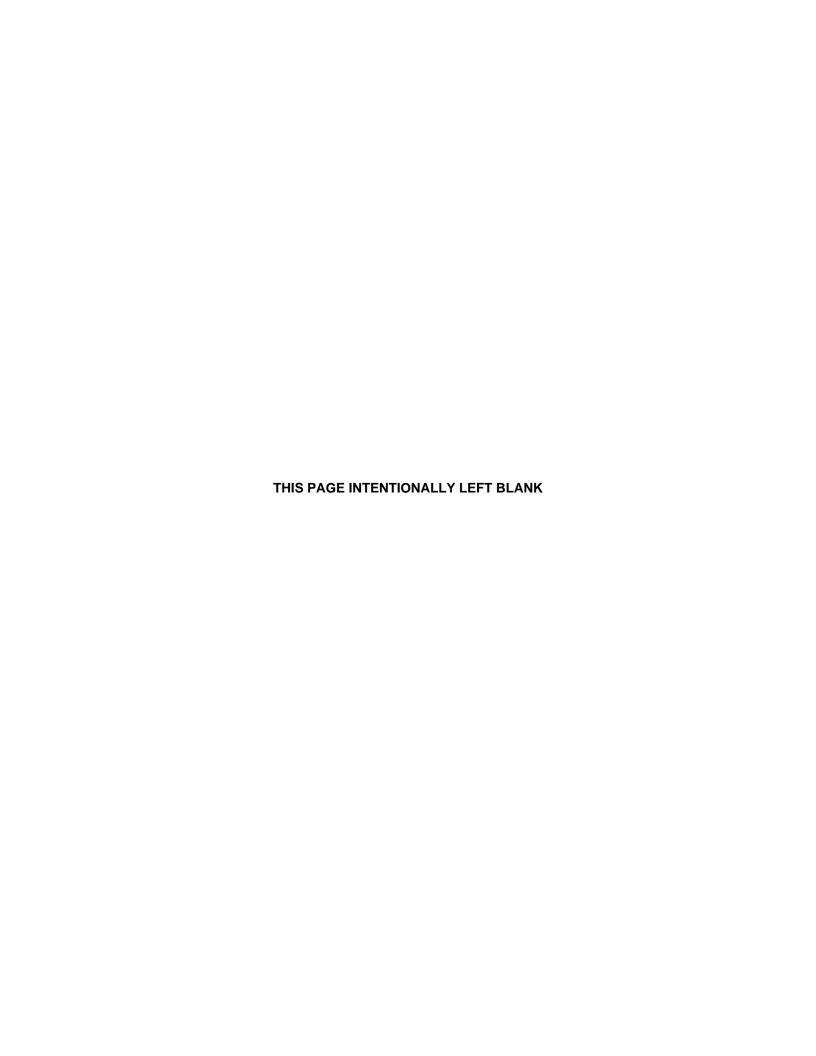
General Manager Hilary M. Straus
Director of Engineering Melissa Pieri
Director of Finance and Administrative Services Annie Liu
Director of Operations Rebecca Scott

Appointed Officers

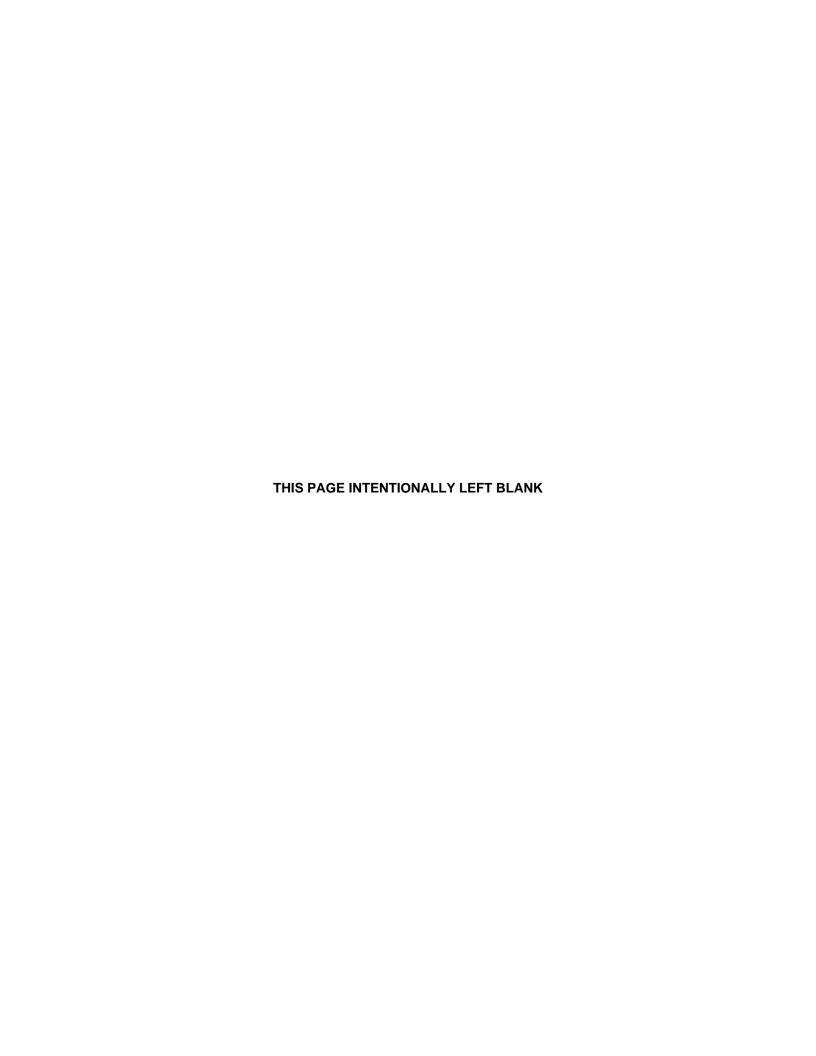
Secretary Hilary M. Straus
Treasurer Annie Liu
Assessor Collector Michael Shorter



FINANCIAL SECTION









INDEPENDENT AUDITORS' REPORT

To the Honorable Members of the Board of Directors Citrus Heights Water District Citrus Heights, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the Citrus Heights Water District (the "District"), as of and for the years ended December 31, 2023 and 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the District, as of December 31, 2023 and 2022, and the changes in financial position, and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the State Controller's Minimum Audit Standards for California Special Districts. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

Change in Accounting Principle

As described in Note 1 to the financial statements, in the fiscal year ended December 31, 2023, the Authority adopted new accounting guidance, GASB Statement No. 96, Subscription-Based Information Technology Arrangements. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



203 N. Brea Blvd, Suite 203

Brea. CA 92821

(714) 672-0022



To the Honorable Members of the Board of Directors Citrus Heights Water District Citrus Heights, California

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards*, and the *State Controller's Minimum Audit Standards for California Special Districts* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, and the State Controller's Minimum Audit Standards for California Special Districts, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are
 appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of
 the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting
 estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required pension and other postemployment benefits schedules, as listed on the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



To the Honorable Members of the Board of Directors Citrus Heights Water District Citrus Heights, California

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

Tance, Soll & Lunghard, LLP

In accordance with *Government Auditing Standards*, we have also issued our report dated August 21, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Sacramento, California

August 21, 2024

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Management's Discussion and Analysis Fiscal Year Ending December 31, 2023

The following Management's Discussion and Analysis (MD&A) provides users of the Citrus Heights Water District (District) an analytical overview of the District's financial position for the fiscal year ending December 31, 2023. The readers are encouraged to consider the information presented here in conjunction with the additional information furnished in the introductory section, financial statements, and related notes, which follow this section.

Financial Highlights

- ❖ The District's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources at the end of year 2023 by \$93,366,991. About 70 percent of the District's net position, \$66,242,874, is composed of the capital assets of the District the water transmission and distribution system, water production facilities, land, buildings, and equipment. Unrestricted net position totaled \$27,124,117, up from \$22,190,654 at the end of year 2022. The continued administration of the water main replacement charge to fund water main improvements, and a notable increase in interest income were contributing factors to the surplus.
- Capital improvement spending in the year 2023 decreased by \$1,027,434 compared with 2022. The decrease was mainly due to the conclusion of significant projects in 2022 that didn't occur in 2023, such as the Greenback Acquisition, and other accompanying projects. This reduction in spending was anticipated and aligns with the District's long-term capital improvement plan. Capital improvements capitalized in 2023 and 2022 amounted to \$2.3 million and \$3.5 million, respectively.
- ❖ The District's operating revenues for 2023 were \$20,132,024, which is 3.6% higher than the prior year of \$19,433,754. The major factors contributing to this higher revenue are the Board's enacted water main replacement charge, and water rates. About 99 percent of 2023 operating revenues, \$19,915,090, came from water sales to customers.
- ❖ The District's total net long-term liabilities at the end of 2023, including the 2012 Revenue Refunding bonds, pension liability, SBITA liability, liability for other postemployment benefits (OPEB), and compensated absences is \$9,230,514. GASB Statement No. 68 required the recording of pension liability amounting to \$6,173,494. GASB Statement No. 75 required the recording of OPEB liability in the amount of \$1,238,321. GASB Statement No. 96 required the recording of a subscription liability in the amount of \$85,379. Liabilities from Bond debt decreased by \$105,000 due to continued principal payments during 2023.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of a series of financial statements. The statement of net position, statement of revenues, expenses, and changes in net position including the notes to financial statements and required supplementary information.

The financial statements provide both long-term and short-term information about the District's overall financial status. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The required supplementary information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) to provide more context regarding the financial statements from an appropriate operational, economic, or historical perspective.

The District's financial statements are prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units on an accrual basis. Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, and depreciation of assets is recognized in the Statement of Revenues, Expenses, and Changes in Net Position. All assets and liabilities associated with the operation of the District are included in the Balance Sheet.

The Balance Sheet presents the financial position of the District on a full accrual historical cost basis and provides information about the nature and amount of resources and obligations at year-end.

Management's Discussion and Analysis Fiscal Year Ending December 31, 2023

Balance Sheet

The following table summarizes assets, deferred outflows, liabilities, deferred inflows, and net position on December 31, 2023, 2022, and 2021:

2020, 2022, and 202						rease rease)
					FY 2022	FY 2021
					vs	vs
	FY 2023	FY 2022	FY 20	21	FY 2023	FY 2022
Current assets	\$ 34,242,135	\$ 28,593,899	\$ 25,303	3,085	19.8%	13.0%
Capital assets, net	67,806,524	66,619,236	64,504	1,097	1.8%	3.3%
Total Assets	 102,048,659	95,213,135	89,807	7,182	7.2%	6.0%
Deferred Outflows	3,044,829	3,056,673	1,464	1,785	-0.4%	108.7%
Current liabilities	1,638,707	1,506,167	1 660	0,601	8.8%	-9.3%
Non-current liabilities	9,230,514	9,060,929	•	1,856	1.9%	55.8%
Total Liabilities	 10,869,221	 10,567,096		5,4 57	2.9%	41.4%
Deferred Inflows	857,276	483,907	•), 4 57),974	77.2%	-78.5%
Net Position						
Net investment in capital assets	66,242,874	65,042,165	62,822	2,494	1.8%	3.5%
Unrestricted	27,124,117	22,091,261	18,723	3,042	22.8%	18.0%
Total Net Position	\$ 93,366,991	\$ 87,133,426	\$ 81,54	5,536	7.2%	6.9%

The total net position of the District increased from \$81.5 million in 2021 to \$87.1 million in 2022 and increased to \$93.3 million in 2023. The District's total assets increased by \$6.9 million, or 7.3%, in 2023 compared to 2022, and \$5.3 million, or 5.9%, in 2022 compared to 2021.

Deferred outflows remained largely unchanged at approximately \$3.1 million in 2022 and 2023.

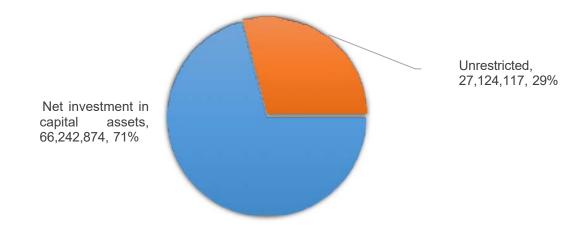
In 2023, total liabilities increased by \$0.3 million, or 3.0%, compared to 2022. This is a relatively minor change. Total non-current liabilities increased by approximately \$0.2 million, or 1.9%, compared to 2022. The changes in 2023 are negligible in comparison with 2022 and 2021, indicating a period of relative stability.

Deferred inflows increased by \$0.4 million, or 7.2% due to changes in actuarial assumptions, including return on pension plan investments affecting the calculation of the pension liability. Again, this increase is modest compared to the \$1.8 million decrease observed in 2022.

The increase in net position over the three-year period totals \$11.8 million, or 15.9%, reflecting a combination of net income and capital contributions.

Management's Discussion and Analysis Fiscal Year Ending December 31, 2023

Net Position



Management's Discussion and Analysis Fiscal Year Ending December 31, 2023

Changes in Net Position

The following table summarizes the changes in net position for the fiscal years ended December 31, 2023, 2022, and 2021:

	2023	2022	2021	FY 2022 vs FY 2023	FY 2021 vs FY 2022
Operating Revenues:					
Water Sales	\$ 19,915,090	\$ 18,934,457	\$ 16,579,945	5.2%	14.2%
Connection and Other Fees	216,934	499,297	938,015	-56.6%	-46.8%
Total Operating Revenues	20,132,024	19,433,754	17,517,960	3.6%	10.9%
Operating Expenses:					
Customer service admin/general	5,706,961	4,470,788	4,044,426	27.7%	10.5%
Water purchases	2,858,841	2,785,929	2,798,201	2.6%	-0.4%
Transmission and distribution	2,796,502	2,637,991	2,350,969	6.0%	12.2%
Pumping & well maintenance	842,529	996,949	1,047,987	-15.5%	-4.9%
Water efficiency (conservation)	697,684	696,635	753,058	0.2%	-7.5%
Depreciation & amortization	2,668,321	2,606,180	2,485,902	2.4%	4.8%
Total Operating Expenses	15,570,838	14,194,472	13,480,543	9.7%	5.3%
Operating income	4,561,186	5,239,282	4,037,417	-12.9%	29.8%
Nonoperating Revenues (Expenses)					
Investment Income	1,438,634	(30,997)	(343)	-4741.2%	8937.0%
Miscellaneous income	19,395	34,240	42,759	-43.4%	-19.9%
interest expense	(50,767)	(55,981)	(74,734)	- 9.3%	-25.1%
Gain (loss) on disposal of capital assets	21,674	(39,333)	(115,032)	-155.1%	-65.8%
Total Nonoperating Revenues (Expenses)	1,428,936	(92,071)	(147,350)	-1652.0%	-37.5%
Net Income before Capital Contributions	5,990,122	5,147,211	3,890,067	16.4%	32.3%
Capital Contributions					
Contributed Assets	243,443	440,679	2,474,459	-44.8%	-82.2%
Total Capital Contributions	243,443	440,679	2,474,459	-44.8%	-82.2%
Change in Net Position	6,233,564	5,587,890	6,364,526	11.6%	-12.2%
Net position, beginning of year	87,133,426	81,545,536	75,181,009	6.9%	8.5%
Net Position, End of Year	\$ 93,366,991	\$ 87,133,426	\$ 81,545,535	7.2%	6.9%

Net position increased by \$6.2 million, or 7.1%, from the prior year. This growth was driven by operating revenue exceeding operating expenses by \$4.5 million, contributing to 73% of the increase in net position. Additionally, the receipt of \$1.4 million in Nonoperating investment income accounted for about 23% of the overall growth in net position.

Total operating revenues increased in 2023 by \$0.7 million, or 3.6%, from 2022, despite a decrease of \$0.5 million in connection and other fees. Total nonoperating revenues increased substantially compared to the prior year. This change is mostly the result of \$1.4 million in investment income and a gain of \$21,674 on the disposal of a capital asset.

In 2023, operating expenses increased by \$1.4 million, or 9.8%, from 2022, primarily due to increased salaries and wages, and an increased pension expense due to CalPERS recognizing increased net pension liability over the measurement period.

Management's Discussion and Analysis Fiscal Year Ending December 31, 2023

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As of December 31, 2023, 2022, and 2021, the District's investment in capital assets, net of related debt, was \$66.2 million, \$65.0 million, and \$62.8 million, respectively. This includes the water transmission and distribution system (underground pipelines, water services, water meters, fire hydrants, and other components), water production facilities (groundwater wells), land, buildings, and both mobile and fixed equipment.

The replacement of aging pipelines and water service connections throughout the District's system continued to represent the majority of the \$2.3 million additions to the District's capital assets in 2023, the \$3.5 million additions in 2022, and the \$3.6 million additions in 2021. Several private development projects resulted in the addition of \$0.2 million in donated capital assets in 2023, \$0.4 million in 2022, and \$2.5 million in 2021.

Additional information on the District's capital assets can be found in Note 3, Capital Assets, of the notes to the basic financial statements.

Debt Administration

The District continues to meet its debt obligations under its 2012 Revenue Refunding bonds. Through scheduled debt service payments, the principal on its collective debt was reduced by \$105,000 during 2023, by \$113,370 during 2022, and by \$108,370 during 2021. The District's total debt from its bond issuances now stands at \$1.5 million.

Subscription Liabilities were introduced in 2023 related to implementation of GASB 96. An initial liability was recorded related to subscriptions in the amount of \$106,700. The District made payments toward the debt resulting in a reducing the debt by \$10,163 in 2023 and \$11,158 in 2022. The outstanding debt as of 2023 was \$85,379.

Total compensated absences (long-term liability and current portion combined) are composed of leave hours earned by employees that are payable upon termination or retirement and are valued at \$0.6 million at the end of 2023, remaining mostly unchanged from prior years balance.

The net liability for other post-employment benefits (OPEB) decreased by \$0.3 million in 2023, as a result of the annual cost of these benefits exceeding the amounts paid for premiums, and changes in actuarial assumptions. Additional information on the District's changes in net OPEB liability can be found in Note 9, Postemployment Health Care Benefits, of the notes to the basic financial statements.

ECONOMIC FACTORS AND FUTURE BUDGET CONSIDERATIONS

The District continued to exercise fiscal restraint in spending for District operations. However, the adopted 2024 budget projected an overall increase of \$1.1 million or 7% for the operations and maintenance expenses. The 2024 budget includes:

- Maintaining the current level of services and programs for District customers.
- Funding the implementation of strategic planning items and special projects identified by the Board as priorities for 2024.
- Budgeted contributions to reserves include transfers to the Water Main Replacement Reserve in preparation for the implementation of the Project 2030 Water Main Replacement Plan, which will substantially increase the amount of annual infrastructure replacement completed by the District.

In addition, the proposed budget includes: \$0.2 million transfer to the Water Supply Reserve in anticipation of capital needs for Well #9 starting 2025, and \$0.2 million transfer to the Water Meter Replacement Reserve to meet the District's future capital needs related to water meters.

Management's Discussion and Analysis Fiscal Year Ending December 31, 2023

A 2024 Operating Budget Summary is included at the conclusion of this Management's Discussion and Analysis to provide an overview of the District's operating budget.

Total capital improvement expenditures budgeted for FY2024 are \$13.8 million compared with \$8.2 million in FY2023. This amount includes \$4.2 million in carry-over projects from prior years, and \$4.5 million for completing construction of the District's seventh groundwater well (Well #7) and \$1.9 million for the design and construction of the District's eighth groundwater well (Well #8), complete Water Main Replacement and Installation, Continue Project 2030 Implementation Plan, installation of new fire hydrants, as well as replacements and upgrades.

A 2024 Capital Improvement Budget Summary is included at the conclusion of this Management's Discussion and Analysis to provide an overview of the District's capital improvement budget.

A portion of the District's budget continues to be the repayment of long-term debt financing in the form of Certificates of Participation originally issued in 2003 (refunded as Revenue Refunding Bonds in 2012). The annual debt service for the 2012 Revenue Refunding Bonds is budgeted at \$0.1 million for FY2024.

Focus on Long-Range Planning

CHWD has a long-standing tradition of planning and managing its long-term capital and operational needs and accompanying financial planning. CHWD's focus on long-range planning is exemplified by its water main master planning, 1999 Master Plan that focused on water main replacement, Project 2030-Water Main Replacement Program; Water Meter Replacement Study and Consortium-based Meter Replacement Asset Management Program; maintaining a 10-year financial forecast as a driver for annual budgeting; and the use of Strategic Planning, focusing on three-year goals and one-year objectives as a driver for annual budgeting.

Implementation of an Annual Budget Based on a 10-Year Budget Forecast

Given the significant capital and asset management-related one-time and ongoing expenses projected, CHWD has developed and maintained a 10-year budget forecast or Financial Model. The Financial Model is updated regularly with actual revenues and expenses, and serves as a key policy, operational capital and financial planning tool as the District considers policy, operational, capital and budget options.

Reserve Policies and Special Funding

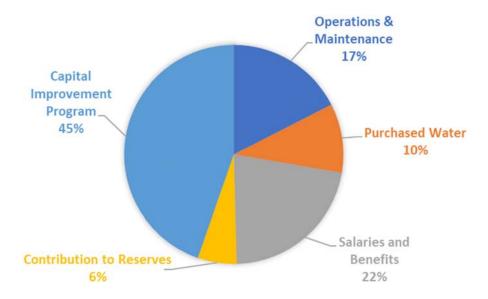
Each year, CHWD endeavors to transfer a portion of net revenue to both designated and undesignated reserves. Placing ratepayer dollars in reserves ensures that CHWD can smooth-out its expenses and minimize its use of debt financing, which can add significant expense, delay, complication, and result in a loss of local control to CHWD as it implements its Capital Improvement Program.

Management's Discussion and Analysis Fiscal Year Ending December 31, 2023

CITRUS HEIGHTS WATER DISTRICT ADOPTED BUDGET

	2022 Actual	2023 Projected	2024 Adopted
Revenues			
Water Sales	\$17,745,107	\$17,125,156	\$18,499,502
Connection and Other Fees	499,297	373,877	157,000
Project 2030 Designated Charge	1,189,350	1,327,336	1,372,000
Grant Revenue	-	-	3,107,000
Investment and Other Income	(92,411)	485,113	400,000
Total Revenues	19,341,343	19,311,481	23,535,502
<u>Expenses</u>			
Salaries and Benefits	4,481,946	5,427,557	6,345,892
Water Purchases	2,785,929	3,708,902	3,200,000
Other Operating Costs & Maintenance Costs	3,634,940	1,877,257	1,934,596
Debt Service	174,338	1,896,021	2,633,870
Transfers to Reserves	<u>1,589,350</u>	1,727,336	1,374,099
Total Expenses and Transfers	12,666,503	14,741,450	16,012,719
Operating Income before Capital Outlay	6,674,840	4,570,031	7,522,783
Capital Outlay	\$2,536,268	\$4,021,267	\$13,808,790

2024 Proposed Budget



Management's Discussion and Analysis Fiscal Year Ending December 31, 2023

CITRUS HEIGHTS WATER DISTRICT ADOPTED CAPITAL PROJECTS BUDGET

Project Number	Description		2023 Budget	Carry-over from 2023 Budget to 2024	A	dditional in Adopted Budget 2024	To	otal Budget 2024
C16-134	Auburn Blvd-Rusch Park Placer	\$	538,021	\$ 538,021	\$	-	\$	538,021
C20-108	Corp Yard Pre-Architecture Study	\$	98,324	\$ 98,324	\$	1,676	\$	100,000
C20-109	Corp Yard Plans Specs Estimate	\$	-	\$ -	\$	400,000	\$	400,000
C23-011	Water Valve Replacements	\$	15,000	\$ -			\$	-
C21/C22/C23- 012	Water Service Connections	\$	1,086,500	\$ -			\$	-
C23-013	Water Meter Connections	\$	120,000	\$ -			\$	-
C22/C23-014	Fire Hydrants	\$	142,000	\$ -			\$	-
C15-104B	Document Management System	\$	127,639	\$ 64,639			\$	64,639
C22/C23-004	Technology Hardware/Software	\$	40,000	\$ -			\$	-
C23-003	Fleet/Field Operations Equip	\$	425,000	\$ 300,727			\$	300,727
C20-105	Walnut Drive	\$	1,000	\$ -	\$	-	\$	-
C22/C23-104	Patton/Pardal/Alondra/Perdez	\$	1,088,389	\$ 1,010,000			\$	1,010,000
C22/C23-105	Reno Ln Main & Patton Ave Main	\$	777,695	\$ -				
C23-106	Admiral & Anchor 8 inch	\$	75,000	\$ 70,637	\$	827,182	\$	897,819
C21-041	Other Misc Infrastructure	\$	56,747	\$ -	\$	-	\$	-
C21-041B	Greenback Acquisition	\$	50,000	\$ -	\$	-	\$	-
C23-005	Facilities Improvements	\$	113,000	\$ 9,548			\$	9,548
C23-040	Other City Parnerships	\$	100,000	\$ -	\$	100,000	\$	100,000
C23-041	Misc Infrastructure Projects	\$	100,000	\$ -	\$	100,000	\$	100,000
C17-104	Groundwater Well Property Acq	\$	115,015	\$ -	\$		\$	-
C17-104B	Well # 8 Highland	\$	6,518				\$	_
C20-107	Well #7 Design & Construction	\$	2,949,118	\$ 2,042,536	\$	2,400,000	\$	4,442,536
C23-020	Groundwater Well Improvements	\$	200,000	\$ 100,000	\$,, <u>-</u>	\$	100,000
C23-103	Highland Well	\$	733	\$ -	\$	1,900,000	\$	1,900,000
Total	Continued Ongoing Projects	\$	8,225,699	\$ 4,234,432	\$	5,728,858	\$	9,963,290
	Annual Fleet & Field Operations Equipment	\$	-	, ,	\$	330,000	\$	330,000
	Annual Facilities Improvements	•			\$	108,000	\$	108,000
	Annual Technology Hardware & Software Annual	\$	-		\$	55,000	\$	55,000
	Water Main Pipeline Replacement (Small) Annual				\$	51,500	\$	51,500
	Valve Replacements				\$	120,000	\$	120,000
	Annual Water Service connections				\$	1,507,000	\$	1,507,000
	Annual Water Meter Replacement				\$	125,000	\$	125,000
	Annual Fire Hydrants - Repl, Upgrades, Lnfill, New				\$	175,000	\$	175,000
	Annual Groundwater well Improvements				\$	200,000		200,000
Total	New Annual Projects	\$	-	\$ -	\$	2,671,500		2,671,500
C24-1XX	Fair Oaks Blvd & Leafcrest Way			\$ -	\$	344,000		344,000
	Minnesota Drive			\$ -	\$	727,000		727,000
	Menke Way				\$	103,000		103,000
Total	New Projects	\$	-	\$ -	\$	1,174,000	\$	1,174,000
FY2024	Totals		8,225,699	4,234,432		9,574,358		13,808,790



Acceptan	2023	2022
Assets: Current:		
Cash and investments (Note 2) Receivables:	\$ 29,435,050	\$ 23,855,881
Accounts receivable, net	3,294,746	3,523,017
Accrued interest receivable	267,094	81,304
Inventories	666,341	546,237
Prepaid expenses and other deposits	578,904	587,460
Total Current Assets	34,242,135_	28,593,899
Noncurrent:		
Non-depreciable/amortizable capital assets (Note 3)	4,890,653	3,590,398
Depreciable/amortizable capital assets, net (Note 3)	62,915,871	63,028,838
Total Noncurrent Assets	67,806,524	66,619,236
Total Assets	102,048,659	95,213,135
Deferred Outflows of Resources:		
Pension related (Noted 9)	2,537,266	2,553,774
OPEB related (Note 10)	507,563	502,899
Total Deferred Outflows of Resources	3,044,829	3,056,673
Liabilities:		
Current:	669 245	617 706
Accounts payable Retentions payable	668,345 31,058	617,796 13,378
Accrued payroll	207,375	153,332
Accrued interest payable	29,671	32,426
Deposits payable	368,074	374,494
Compensated absences (Note 8)	213,910	199,578
Long-term debt (Note 5)	120,274	115,163
Total Current Liabilities	1,638,707	1,506,167
Noncurrent:		
Compensated absences (Note 8)	424,953	358,623
Long-term debt (Note 5)	1,393,746	1,442,011
Net pension liability (Note 9)	6,173,494	5,730,637
Net OPEB liability (Note 10)	1,238,321	1,529,658
Total Noncurrent Liabilities	9,230,514	9,060,929
Total Liabilities	10,869,221	10,567,096
Deferred Inflows of Resources:		
Deferred amount from refunding debt	18,572	19,897
Pension related (Note 9)	402,283	301,018
OPEB related (Note 10)	436,421	248,371
Total Deferred Inflows of Resources	857,276	569,286
Net Position:	00 040 071	05.040.405
Net investment in capital assets	66,242,874	65,042,165
Unrestricted	27,124,117_	22,091,261
Total Net Position	\$ 93,366,991	\$ 87,133,426

	2023	2022
Operating Revenues:	Φ 40.045.000	
Water sales Connection and other fees	\$ 19,915,090	\$ 18,934,457
Connection and other lees	216,934	499,297
Total Operating Revenues	20,132,024	19,433,754
Operating Expenses:		
Customer service, administration and general	5,706,961	4,470,788
Water purchases	2,858,841	2,785,929
Transmission and distribution	2,796,502	2,637,991
Pumping and well maintenance	842,529	996,949
Conservation	697,684	696,635
Depreciation and amortization	2,668,321	2,606,180
Total Operating Expenses	15,570,838	14,194,472
Operating Income (Loss)	4,561,186	5,239,282
Nonoperating Revenues (Expenses):		
Investment income	1,438,634	(30,997)
Miscellaneous income	19,395	34,240
Interest expense	(50,767)	(55,981)
Gain (loss) on disposal of capital assets	21,674	(39,333)
Total Nonoperating		_
Revenues (Expenses)	1,428,936	(92,071)
Income (Loss) Before Capital Contributions	5,990,122	5,147,211
Contributions	243,443	440,679
Changes in Net Position	6,233,565	5,587,890
Net Position:		
Beginning of Fiscal Year	87,133,426	81,545,536
End of Fiscal Year	\$ 93,366,991	87,133,426

	2023	2022
Cash Flows from Operating Activities: Cash receipts from customers Cash receipts from (variety) interfined carries provided	\$ 20,371,555	\$ 18,534,483
Cash received from/(paid to) interfund service provided Cash paid to suppliers for goods and services Cash paid to employees for services	(12,265,832) (24,921)	(11,110,869) (774,273)
Receipts from miscellaneous non operating income	18,070	19,856
Net Cash Provided (Used) by Operating Activities	8,098,872	6,669,197
Cash Flows from Capital and Related Financing Activities:		
Acquisition and construction of capital assets	(3,634,992)	(4,546,315)
Cash receipts from sales of capital assets	44,500	332,731
Principal payments on long-term debt	(115,163)	(111,158)
Interest payments on long-term debt	(66,892)	(57,733)
Net Cash Provided (Used) by Non-Capital Financing Activities	(3,772,547)	(4,382,475)
Non-Oapital I manoring Activities	(3,112,341)	(4,302,473)
Cash Flows from Investing Activities:		
Interest earnings	1,252,844	(107,367)
Net Cash Provided (Used) by	4 252 944	(407.267)
Investing Activities	1,252,844	(107,367)
Net Cash Flows	5,579,169	2,179,355
Cash, beginning of year	23,855,881	21,676,526
Cash, end of year	\$ 29,435,050	\$ 23,855,881

		2023		2022
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:				
Operating income (loss)	\$	4,561,186	\$	5,239,282
Adjustments to reconcile operating income to				
net cash provided by operating activities:				
Depreciation and amortization		2,668,321		2,606,180
Miscellaneous income		18,070		19,856
Change in assets and liabilities:				
(Increase) decrease in assets and deferred outflows of resources:				
Accounts Receivable		228,271		(894,800)
Inventory		(120,104)		(106,848)
Prepaid expenses and other assets		8,556		(33,441)
Increase (decrease) in liabilities and deferred inflows of resources:				
Accounts payable		50,549		(79,869)
Accrued payroll		54,043		(15,656)
Deposits payble		(6,420)		1,092
Retentions payable		17,680		(4,617)
Compensated absences		80,662		98,314
Net pension liability and related deferred inflows and outflows		560,630		(135,900)
Net OPEB liability and related deferred inflows and outflows		(22,572)		(24,396)
Net Cash Provided (Used) by				
Operating Activities	\$	8,098,872	\$	6,669,197
Supplemental Disclosure of Non-Cash Activities				
Receipt of contributed assets	\$	243,443	\$	440,679
Amortization of bond premiums	r	1.325	,	1,325
Amortization of deferred charges on refundings		13,370		13,370

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Reporting Entity: The District was established on October 25, 1920 as an irrigation district under Division 11 of the Act of Legislature of the State of California. The District constructs and maintains waterworks and supplies domestic water in an area of approximately 12 square miles to over 20,000 connections in Sacramento and Placer counties with an estimated population of 66,000. The District is governed by a Board of Directors consisting of three directors elected by residents of the District. The accompanying basic financial statements present the District and its component unit. The component unit discussed below is included in the District's reporting entity because of the significance of its operational and financial relationship with the District.

The District has created the Citrus Heights Water District Financing Corporation (the Corporation) to provide assistance to the District in the issuance of debt. Although legally separate from the District, the Corporation is reported as if it were part of the primary government because it shares a common Board of Directors with the District and its sole purpose is to provide financing to the District under the debt issuance documents of the District. Debt issued by the Corporation is reflected as debt of the District in these financial statements. The Corporation has no other transactions and does not issue separate financial statements.

<u>Basis of Presentation – Fund Accounting</u>: The basic financial statements of the Citrus Heights Water District (District) have been prepared in conformity with generally accepted accounting principles as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The District is accounted for as an enterprise fund and applies all applicable GASB pronouncements in its accounting and reporting. The more significant of the District's accounting policies are described below.

The District's resources are allocated to and accounted for in these basic financial statements as an enterprise fund type of the proprietary fund group. The enterprise fund is used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges, or where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other policies. Net position for the enterprise fund represents the amount available for future operations.

Basis of Accounting: The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The enterprise fund type is accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets, deferred outflows, liabilities, and deferred inflows associated with the operation of this fund are included on the balance sheet. Net position is segregated into net investment in capital assets, amounts restricted and amounts unrestricted. Enterprise fund type operating statements present increases (i.e., revenues) and decreases (i.e., expenses) in net total position.

The District uses the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. When such funds are received they are recorded as unearned revenue until earned. Earned but unbilled water services are accrued as revenue.

Water lines are constructed by private developers and then dedicated to the District, which is then responsible for their future maintenance. These lines are recorded as capital contributions when they pass inspection by the District, and the estimated costs are capitalized as donated pipelines.

Operating revenues and expenses consist of those revenues and expenses that result from the ongoing principal operations of the District. Operating revenues consist primarily of charges for services. Nonoperating revenues and expenses consist of those revenues and expenses that are related to financing and investing types of activities and result from nonexchange transactions or ancillary activities.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

<u>Use of Estimates</u>: The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

<u>Fair Value Measurements</u>: Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs – other than quoted prices included within level 1 – that are observable for an asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

<u>Cash and Cash Equivalents</u>: For purposes of the statement of cash flows, the District considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. Cash and cash equivalents held include bank deposits and restricted and unrestricted investments in money market mutual funds and LAIF.

<u>Restricted Assets</u>: Certain proceeds of the District's long-term debt are classified as restricted investments on the balance sheet because their use is limited by applicable debt covenants.

<u>Investments</u>: Investments are stated at their fair value, which represents the quoted or stated market value. Investments that are not traded on a market, such as investments in external pools, are valued based on the stated fair value as represented by the external pool.

<u>Inventory</u>: Inventory consists primarily of materials used in the construction and maintenance of the water distribution facilities and is valued on a first-in, first-out basis.

Prepaids: Prepaids consist primarily of insurance, maintenance agreements and other prepaid assets.

<u>Capital Assets</u>: Capital assets are recorded at historical cost. Donated capital assets, works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value rather than fair value. Self-constructed assets are recorded based on the amount of direct labor, material, and certain overhead charged to the asset construction. Depreciation and amortization are calculated using the straight-line method over the following estimated useful lives:

Description	Useful Life
Pipeline and infrastructure	20-40 years
Equipment and machinery	5-10 years
Subscriptions	10 years
Buildings	15-40 years
Well improvements	40 years
Donated pipelines	40 years
Improvements	40 years

Depreciation and amortization expense aggregated to \$2,668,530 and \$2,595,658 for the years ended December 31, 2023 and 2022, respectively, and is included with depreciation and amortization expense.

Maintenance and repairs are charged to operations when incurred. It is the District's policy to capitalize all capital assets with a cost of more than \$5,000 for tangible personal property and \$15,000 for infrastructure, building or improvements. Costs of assets sold or retired (and the related amounts of accumulated depreciation) are eliminated from the balance sheet in the year of sale or retirement, and the resulting gain or loss is recognized in operations.

Subscription-Based Information Technology Arrangements:

The District is a subscriber for a noncancellable subscription of information technology services. The District recognizes subscription liability and an intangible right-to-use subscription asset (subscription asset) in the financial statements. The District recognizes subscription liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a subscription, the District initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of subscription payments made. The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for subscription payments made at or before the subscription commencement date, plus certain initial direct costs. Subsequently, the subscription asset is amortized on a straight-line basis over its useful life. Key estimates and judgments related to subscriptions include how the District determines (1) the discount rate it uses to discount the expected subscription payments to present value, (2) subscription term, and (3) subscription payments.

- The District uses the interest rate charged by the vendor as the discount rate. When the interest rate charged
 by the vendor is not provided, the District generally uses its estimated incremental borrowing rate as the
 discount rate for subscriptions.
- The subscription term includes the noncancellable period of the subscription. Subscription payments included
 in the measurement of the subscription liability are composed of fixed payments that the District is reasonably
 certain to exercise.

The District monitors changes in circumstances that would require a remeasurement of its subscriptions and will remeasure the subscription asset and liability if certain changes occur that are expected to significantly affect the amount of the subscription liability.

Subscription assets are reported with other capital assets and subscription liabilities are reported with long-term debt on the statement of net position.

<u>Bond Premiums and Bond Issuance Costs</u>: Bond premiums are deferred and amortized over the lives of the bonds. Long-term liabilities are reported net of the applicable bond premiums. Bond issuance costs are recognized as an expense in the period incurred.

<u>Deferred Amount from Refunding Debt</u>: The difference between the reacquisition price of refunded debt and the net carrying amount of the previously outstanding debt is deferred and reported as either a deferred outflow or deferred inflow on the balance sheet. These amounts are amortized over the shorter of the term of the old debt or the new debt.

<u>Deferred Outflows</u>: In addition to assets, the balance sheet reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense) until then.

<u>Deferred Inflows</u>: In addition to liabilities, the balance sheet reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time.

<u>Compensated Absences</u>: The District's policy allows employees to accumulate earned but unused annual leave, management leave and compensatory time-off which will be paid to employees upon separation from service to the District. The cost of annual leave, management leave and compensatory time-off is recognized in the period earned.

Upon death while employed by the District or retirement from the District, employees are paid one-third of their accumulated sick leave time. This amount is also recognized in the period earned.

New GASB Pronouncements Effective during Fiscal Year

The following Government Accounting Standards Board (GASB) pronouncements were effective for and/or early implemented for the fiscal year ended December 30, 2023:

1. GASB Statement No. 91, Conduit Debt Obligations

The requirements of this Statement will improve financial reporting by eliminating the existing option for issuers to report conduit debt obligations as their own liabilities, thereby ending significant diversity in practice. The clarified definition will resolve stakeholders' uncertainty as to whether a given financing is, in fact, a conduit debt obligation. Requiring issuers to recognize liabilities associated with additional commitments extended by issuers and to recognize assets and deferred inflows of resources related to certain arrangements associated with conduit debt obligations also will eliminate diversity, thereby improving comparability in reporting by issuers. Revised disclosure requirements will provide financial statement users with better information regarding the commitments issuers extend and the likelihood that they will fulfill those commitments. That information will inform users of the potential impact of such commitments on the financial resources of issuers and help users assess issuers' roles in conduit debt obligations.

2. GASB Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements

The requirements of this Statement will improve financial reporting by establishing the definitions of PPPs and APAs and providing uniform guidance on accounting and financial reporting for transactions that meet those definitions. That uniform guidance will provide more relevant and reliable information for financial statement users and create greater consistency in practice. This Statement will enhance the decision usefulness of a government's financial statements by requiring governments to report assets and liabilities related to PPPs consistently and disclose important information about PPP transactions. The required disclosures will allow users to understand the scale and important aspects of a government's PPPs and evaluate a government's future obligations and assets resulting from PPPs.

3. GASB Statement No. 96, Subscription-Based Information Technology Arrangements

The requirements of this Statement will improve financial reporting by establishing a definition for SBITAs and providing uniform guidance for accounting and financial reporting for transactions that meet that definition. That definition and uniform guidance will result in greater consistency in practice. Establishing the capitalization criteria for implementation costs also will reduce diversity and improve comparability in financial reporting by governments. This Statement also will enhance the relevance and reliability of a government's financial statements by requiring a government to report a subscription asset and subscription liability for a SBITA and to disclose essential information about the arrangement. The disclosures will allow users to understand the scale and important aspects of a government's SBITA activities and evaluate a government's obligations and assets resulting from SBITAs.

4. GASB Statement No. 100, Accounting Changes and Error Corrections

The requirements of this Statement will improve the clarity of the accounting and financial reporting requirements for accounting changes and error corrections, which will result in greater consistency in application in practice. In turn, more understandable, reliable, relevant, consistent, and comparable information will be provided to financial statement users for making decisions or assessing accountability. In addition, the display and note disclosure requirements will result in more consistent, decision useful, understandable, and comprehensive information for users about accounting changes and error corrections.

NOTE 2: CASH AND INVESTMENTS

Cash and investments as of December 31 are classified in the accompanying financial statements as follows:

	2023	2022
Cash and investments	\$ 29,435,050	\$ 23,855,881

Cash and investments as of December 31 consisted of the following:

	2	023	2	022		
Cash on Hand	\$	850	\$	850		
Deposits with financial institutions	3,6	3,672,554		957,102		
Investments	25,	25,761,646		897,929		
Total cash and investments	\$ 29,4	\$ 29,435,050		\$ 29,435,050 \$ 23,		

<u>Investment Policy</u>: California statutes authorize districts to invest idle, surplus, or reserve funds in a variety of credit instruments as provided for in the California Government Code, Section 53600. The table below identifies the investment types that are authorized for the District by the California Government Code (or the District's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by the bond trustee that are governed by the provisions of debt agreements of the District, rather than the general provisions of the California Government Code or the District's investment policy. During the year ended December 31, 2023, the District's permissible investments included the following instruments:

Maximum

			Maximum
		Maximum	Investment
	Maximum	Percentage	in One
Authorized Investment Type	Maturity	of Portfolio*	Issuer
Local Agency Investment Program	5 Years	None	None
U.S. Treasury Obligations	5 Years	None	None
U.S. Agency Securities	5 Years	None	None
State of California Obligations	5 Years	None	None
Bankers' Acceptance	180 Days	40%	30%
Commercial Paper	270 Days	40%	10%
Negotiable Certificates of Deposit	5 Years	30%	None
Medium Term Corporate Notes	5 Years	30%	None
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-through Securities	5 Years	20%	No Limit
LAIF	N/A	None	No Limit
Passbook Deposits	45 Days	None	None
Supranationals	5 Years	30%	None

^{*} Excluding amounts held by the bond trustee that are not subject to California Government Code restrictions

NOTE 2: CASH AND INVESTMENTS (CONTINUED)

The District complied with the provisions of the California Government Code (or the District's investment policy, where more restrictive) pertaining to the types of investments held, the institutions in which deposits were made, and the security requirements. The District will continue to monitor compliance with applicable statutes pertaining to public deposits and investments.

<u>Investments Authorized by Debt Agreements</u>: Investment of debt proceeds held by the bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the District's investment policy. The Certificates of Participation debt agreements contain certain provisions that address interest rate risk and credit risk, but not concentration of credit risk.

			Maximum
		Maximum	Investment
	Maximum	Percentage	in One
Authorized Investment Type	Maturity	of Portfolio	Issuer
Local Agency Investment Program	None	None	None
U.S. Treasury Obligations	None	None	None
U.S. Agency Securities	None	None	None
Bankers' Acceptance	1 Year	None	None
Commercial Paper	None	None	None
Negotiable Certificates of Deposit	None	None	None
Investment Agreements	None	None	None
Repurchase Agreements	None	None	None
Money Market Mutual Funds	N/A	None	None
LAIF	N/A	None	None

<u>Fair Value Hierarchy</u>: The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The following is a summary of the fair value hierarchy of the fair value of investments of the District as of December 31, 2023:

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	 Total
Investments Measured at Amortized Cost:	
Money Market Mutual Fund	\$ 99,362
Cash in banks and on hand	 3,673,404
Investments held at Fair Value	
U.S. Treasury obligations	4,609,822
U.S. agency securities	6,974,239
Asset backed securities	1,647,117
Commercial paper	3,115,220
Municipal investments	1,256,217
Non-US government securities	255,575
Currency	14,262
Investments not subject to Fair Value Hierarchy	
California Local Agency Investment Fund (LAIF)	2,152,135
California Asset Management Program (CAMP)	5,637,697
Total Cash and Investments	\$ 29,435,050

NOTE 2: CASH AND INVESTMENTS (CONTINUED)

The following is a summary of the fair value hierarchy of the fair value of investments of the District as of December 31, 2022:

		Total
Investments Measured at Amortized Cost: Money Market Mutual Fund	\$	550,826
Cash in banks and on hand	<u> </u>	8,957,952
Total Cash and Investments		9,508,778
Investments not subject to Fair Value Hierarchy		
California Local Agency Investment Fund (LAIF)		14,347,103
Total Cash and Investments	\$	23,855,881

<u>Interest Rate Risk</u>: Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways the District manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments, and by timing cash flows from maturities so that a portion of the portfolio is maturing, or coming close to maturity, evenly over time, as necessary to provide the cash flow and liquidity needed for operations. Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the District's investments by maturity for fiscal year ended December 31, 2023:

		Remaining Maturity (in Months)										
Investment Type	Total		12 Months or Less	13 to 36 Months			37 to 60 Months					
U.S. Treasury obligations	\$ 4,609,822	\$	1,982,131	\$	1,416,537	\$	1,211,154					
U.S. agency securities	6,974,239		1,525,462		4,204,857		1,243,920					
Asset backed securities	1,647,117		-		621,135		1,025,982					
Commercial paper	3,115,220		-		2,204,526		910,694					
Municipal investments	1,256,217		-		283,607		972,610					
Money market mutual funds	99,362		99,362		-		-					
Non-US government securities	255,575		-		-		255,575					
Currency	14,262		14,262		-		-					
Local Agency Investment Fund	2,152,135		2,152,135		-		-					
California Asset Management Program	 5,637,697		5,637,697		-		_					
Total	\$ 25,761,646	\$	11,411,049	\$	8,730,662	\$	5,619,935					

The following is a summary of the District's investments by maturity as of December 31, 2022:

		Remai	Months)	
		12 Months	13 to 36	37 to 60
Investment Type	Total	or Less	Months	Months
Local Agency Investment Fund	14,347,103	14,347,103		
Total	\$ 14,347,103	\$ 14,347,103	\$ -	\$ -

NOTE 2: CASH AND INVESTMENTS (CONTINUED)

<u>Credit Risk</u>: Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the District's investment policy, or debt agreements, and the actual rating as of year-end for each investment type for the year ended December 31, 2023.

					Moo	dy's Rating a	s of F	iscal Year En	d	
Investment Type	 Total	Minimum Legal Rating		Aaa		Aa	A			Exempt or Not Rated
U.S. Treasury obligations	\$ 4,609,822	Exempt	\$		\$	-	\$	-	\$	4,609,822
U.S. agency securities	6,974,239	Exempt		-		-		-		6,974,239
Asset backed securities	1,647,117	Α		1,050,397		-		-		596,720
Commercial paper	3,115,220	Α		-		1,164,155		1,951,065		-
Municipal investments	1,256,217	Aa		198,517		1,057,700		-		-
Money market mutual funds	99,362	Aaa		-		-		-		99,362
Non-US government securities	255,575	Exempt		-		-		_		255,575
Currency	14,262	Exempt		-		-		-		14,262
Local Agency Investment Fund	2,152,135	Not Rated		-		-		-		2,152,135
California Asset Management Program	 5,637,697	Not Rated				-		-		5,637,697
Total	\$ 25,761,646	\$ -	\$	1,248,914	\$	2,221,855	\$	1,951,065	\$	20,339,812

The following is a summary of the minimum rating required by (where applicable) the California Government Code, the District's investment policy, or debt agreements, and the actual rating as of year-end for each investment type for the year ended December 31, 2022.

	Minimum Legal		
	Rating	Not Rated	Total
LAIF	N/A	\$ 14,347,103	\$ 14,347,103
		\$ 14,347,103	\$ 14,347,103

<u>Concentration of Credit Risk</u>: The investment policy of the District limits the amount that can be invested in any one issuer to the lesser of the amount stipulated by the California Government Code or 5% of total investments, with the exception of U.S. Treasury obligations, U.S. Agency Securities, and LAIF. There are no investments in any one issuer (other than mutual funds and external investment pools) that represent 5% or more of total District investments.

<u>Custodial Credit Risk</u>: Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the District will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. Under California Government Code Section 53651, depending on specific types of eligible securities, a bank must deposit eligible securities posted as collateral with its Agent having a fair value of 105% to 150% of the District's cash on deposit. All of the District's deposits are either insured by the Federal Depository Insurance Corporation (FDIC) or collateralized with pledged securities held in the trust department of the financial institutions in the District's name.

<u>Investment in LAIF</u>: The District is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The District reports its investment in LAIF at the fair value amount provided by LAIF. The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. Included in LAIF's investment portfolio are collateralized mortgage obligations, mortgage-backed securities, other asset-backed securities, loans to certain state funds, and floating rate securities issued by federal agencies, government-sponsored enterprises, and corporations. At December 31, 2023 and 2022, these investments matured in an average of 340 and 165 days, respectively.

NOTE 3: CAPITAL ASSETS

Capital asset activity for the years ended December 31, 2023 and 2022 are as follows:

	Balance December 31, 2022	Adjustments	Adjusted Beginning Balance		Additions			Deletions	 Transfers	Dec	Balance ember 31, 2023
Business-Type Activities:											
Capital assets not being depreciated:											
Land	\$ 2,309,097	\$ -	\$	2,309,097	\$	-	\$	-	\$ -	\$	2,309,097
Right of ways	26,080	-		26,080		-		-	-		26,080
Construction in Progress	1,255,221			1,255,221		3,634,992		-	 (2,334,737)		2,555,476
Total capital assets not being depreciated/amortized	3,590,398			3,590,398		3,634,992		<u>-</u> _	 (2,334,737)		4,890,653
Capital assets being depreciated/amortized:											
Improvements	1,275,136	-		1,275,136		-		-	102,978		1,378,114
Pipelines and infrastructure	69,906,810	-		69,906,810		-		(150, 113)	1,898,059		71,654,756
Equipment and machinery	4,803,910	-		4,803,910		-		(93,409)	218,700		4,929,201
Buildings and improvements	4,281,371	-		4,281,371		-		-	-		4,281,371
Well improvements	7,947,746	-		7,947,746		-		-	115,000		8,062,746
Donated Pipelines	21,637,046	-		21,637,046		243,443		(46,337)	-		21,834,152
Subscription	-	106,700	*	106,700		-			_		106,700
Total capital assets, being depreciated/amortized	109,852,019	106,700		109,958,719		243,443	_	(289,859)	2,334,737	=	112,247,040
Less accumulated depreciation/amortization for:											
Improvements	(161,402)	-		(161,402)		(31,479)		-	-		(192,881)
Pipelines and infrastructure	(27,247,327)	-		(27,247,327)		(1,637,627)		127,956	-		(28,756,998)
Equipment and machinery	(3,526,614)	-		(3,526,614)		(267,630)		93,409	-		(3,700,835)
Buildings and improvements	(1,344,761)	-		(1,344,761)		(102,579)		-	-		(1,447,340)
Well improvements	(2,587,538)	-		(2,587,538)		(198,560)		-	-		(2,786,098)
Donated Pipelines	(12,051,717)	-		(12,051,717)		(419,776)		45,668	-		(12,425,825)
Subscription		(10,522)	*	(10,522)		(10,670)		-	_		(21,192)
Total accumulated depreciation/amortization	(46,919,359)	(10,522)		(46,929,881)		(2,668,321)		267,033	-		(49,331,169)
Total capital assets being depreciated/amortized, net	62,932,660	96,178		63,028,838		(2,424,878)		(22,826)	 2,334,737		62,915,871
Capital assets, net	\$ 66,523,058	\$ 96,178	\$	66,619,236	\$	1,210,114	\$	(22,826)	\$ 	\$	67,806,524

^{*}Implementation of GASB Statement No. 96, Subscription-Based Information Technology Arrangements

	Baland December 3	-	Adjustments		Additions		Deletions	Transfers	Dec	Balance ember 31, 2022
Business-Type Activities:										
Capital assets not being depreciated:										
Land	\$ 1,9	37,372	\$ -	- \$	371,725	\$	-	\$ -	\$	2,309,097
Right of ways		26,080			-		-	-		26,080
Construction in Progress		75,943			4,174,590		(304,609)	(3,090,703)		1,255,221
Total capital assets not being depreciated	2,4	39,395			4,546,315		(304,609)	 (3,090,703)		3,590,398
Capital assets being depreciated:										
Improvements	1,2	75,136			-		-	-		1,275,136
Pipelines and infrastructure	67,1	02,515			-		(196,451)	3,000,746		69,906,810
Equipment and machinery	4,7	13,953			-		· -	89,957		4,803,910
Buildings and improvements	4,2	81,371			-		-	-		4,281,371
Well improvements	7,9	47,746			-		-	-		7,947,746
Donated Pipelines	21,1	96,367			440,679		-	-		21,637,046
Subscriptions		-	106,700	*	-		-	-		106,700
Total capital assets, being depreciated	106,5	17,088	106,700		440,679		(196,451)	3,090,703		109,958,719
Less accumulated depreciation for:										
Improvements	(1	30,137)			(31,265)		-	-		(161,402)
Pipelines and infrastructure	(25,7	98,990)			(1,577,333)		128,996	-		(27,247,327)
Equipment and machinery	(3,2	53,782)			(272,832)		-	-		(3,526,614)
Buildings and improvements	(1,2	41,969)			(102,792)		-	-		(1,344,761)
Well improvements	(2,3	89,218)			(198,320)		-	-		(2,587,538)
Donated Pipelines	(11,6	38,290)			(413,427)		-	-		(12,051,717)
Subscriptions		-			(10,522)	*	-	-		(10,522)
Total accumulated depreciation	(44,4	52,386)			(2,606,491)		128,996	-		(46,919,359)
Total capital assets being depreciated, net	62,0	64,702			(2,165,812)		(67,455)	3,090,703		63,039,360
Capital assets, net	\$ 64,5	04,097		\$	2,380,503	\$	(372,064)	\$ -	\$	66,629,758

^{*}Implementation of GASB Statement No. 96, Subscription-Based Information Technology Arrangements

<u>Capacity Entitlements</u>: From 1993 through 1998, the District participated with four other water agencies in a cooperative transmission pipeline project for the construction of additional transmission pipeline facilities. The District's share of these pipeline costs totaled \$5,636,711. The Capacity Entitlements asset represents the capacity rights the District has purchased in the cooperative transmission pipeline project owned by San Juan Water District. The asset is being amortized over the pipeline's estimated useful life of forty years.

NOTE 4: SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

The District implemented GASB Statement No. 96 in the fiscal year ended December 31, 2023. The primary objective of this statement is to enhance the relevance and consistency of information about governments' subscription based-information technology arrangement (SBITA) activities. This statement establishes a single model for SBITA accounting based on the principle that SBITAs are financings of the right to use an underlying asset. Under this Statement, a subscriber is required to recognize a subscription liability and an intangible right-to-use subscription asset. For additional information, refer to the disclosures below.

As of December 31, 2023 and 2022, the District had 1 active subscription. The subscription has payments in the amount of \$11,200 and an interest rate of 1.0850%. As of December 31, 2023 and 2022, the total subscription liability was \$85,379 and \$95,542, respectively, and the value of the right to use asset is \$106,700 with accumulated amortization of \$21,192 in 2023 and \$10,522 in 2022. The subscription had \$0 of Variable Payments and \$0 of Other Payments, not included in the Subscription Liability, within the Fiscal Year.

Amount of subscription asset by subscription type for the years ended December 31, 2023 and 2022:

	Α	mount of		2023		2022	
	SBI	TA Capital	Acc	umulated	Acc	umulated	
Subscription Type		Assets	Am	ortization	Amortization		
Software as a service	\$ 106,700		\$	21,192	\$	10,522	

Subscription principal and interest requirements to maturity:

Fiscal Year Ending			
December 31,	F	Principal	Interest
2024	\$	10,274	\$ 926
2025		10,385	815
2026		10,498	702
2027		10,612	588
2028		10,727	473
2029-2032		32,883	716
Total	\$	85,379	\$ 4,220

NOTE 5: LONG-TERM LIABILITIES

Long-term liabilities consist of the following:

<u>2012 Revenue Refunding Bonds</u>: In April 2012, the District issued \$2,275,000 of Revenue Refunding Bonds with interest rates ranging from 3.00% to 5.25%. These 2012 Revenue Refunding Bonds were issued to retire the 2003 Certificates of Participation, which were issued to finance the cost of certain capital improvements to the District's water system. The District is required to collect rates and charges from its water system that will be sufficient to yield net revenues equal to 110% of debt service payments on any future debt issued, and to deposit the net revenues in a revenue fund pledged for such future debt service payments. Annual principal payments, ranging from \$70,000 to \$160,000 are due on February 1 through February 1, 2033, and semi-annual interest payments, ranging from \$4,200 to \$48,600 are due on February 1 and August 1, through February 1, 2033.

NOTE 5: LONG-TERM LIABILITIES (CONTINUED)

Changes in the District's long-term liabilities during the years ended December 31, 2023 and 2022 was as follows:

		Balance	Adjusted Beginning					Balance						
	Dece	mber 31, 2022	Ad	Adjustments Balance			Additions		Retirements		December 31, 2023		rent Portion	
2012 Revenue Refunding Bonds														
3-5.25%, due 2-1-33	\$	1,420,000	\$	-	\$	1,420,000	\$	-	\$	105,000	\$	1,315,000	\$	110,000
Unamortized premium on 2012 Bonds		127,011		-		127,011		-		13,370		113,641		-
Subscription		-		95,542 *		95,542				10,163		85,379		10,274
Total Long-Term Liabilities	\$	1,547,011	\$	95,542	\$	1,642,553	\$	-	\$	128,533	\$	1,514,020	\$	120,274
Unamortized premium on 2012 Bonds Subscription	\$	127,011	\$		\$ \$	127,011 95,542	\$	<u> </u>	\$	13,370 10,163	\$	113,641 85,379	\$	10,

^{*}Implementation of GASB Statement No. 96, Subscription-Based Information Technology Arrangements

Balance								Balance					
	Decer	December 31, 2021		Adjustments		Additions		Retirements		December 31, 2022		Current Portion	
2012 Revenue Refunding Bonds		,		,					_	,		,	
3-5.25%, due 2-1-33	\$	1,520,000	\$	-	\$	-	5	100,000	\$	1,420,000	\$	105,000	
Unamortized premium on 2012 Bonds		140,381		-		-		13,370		127,011		-	
Subscription						106,700	*	11,158	*	95,542		10,163	
Total Long-Term Liabilities	\$	1,660,381	\$	-	\$	106,700	3	124,528	\$	1,642,553	\$	115,163	

^{*}Implementation of GASB Statement No. 96, Subscription-Based Information Technology Arrangements

The annual requirements to amortize the outstanding debt as of December 31, 2023 are as follows:

Fiscal Year Ending	2012 Revenue Refunding Bonds							
December 31,	Principal			Interest		Total		
2024	\$	110,000	\$	64,088	\$	174,088		
2025		110,000		60,788		170,788		
2026		115,000		57,488		172,488		
2027		120,000		54,188		174,188		
2028		130,000		45,150		175,150		
2029-2033		730,000		118,912		848,912		
Total	\$	1,315,000	\$	400,614	\$	1,715,614		

<u>Pledged Revenue</u>: The District pledged future water system revenues, net of specified expenses, to repay the 2012 Revenue Refunding Bonds in an original amount of \$2,275,000. Proceeds of the Revenue Refunding Bonds were used to refund the 2003 Certificates of Participation to finance capital improvements to the District's water system. The Revenue Refunding Bonds are payable solely from water customer net revenues and are payable through February 2033. Annual principal and interest payments on the Bonds are expected to require less than 80% of net revenues. Total principal and interest remaining to be paid on the Revenue Refunding Bonds was \$1,715,614 and \$1,941,400 at December 31, 2023 and 2022, respectively.

Total principal and interest paid on all debt payable from net revenues was \$174,088 and \$172,635 and the total water system net revenues were \$6,162,409 and \$5,694,031 for the years ended December 31, 2023 and 2022, respectively. At December 31, 2023 and 2022, the District's net revenues were 3,540% and 3,302% of debt service payments, respectively.

<u>Events of Default</u>: The 2012 Revenue Refunding Bonds from direct borrowings related to business-type activities, contain events of default that declare the principal of all of the 2012 bonds then outstanding and the interest accrued thereon to be due and payable immediately as specified in the terms of the agreement if any of the following conditions occur: default on debt service payments; the failure of the District to observe or perform the conditions, covenants, or agreement terms of the debt; bankruptcy filing by the District; or if any court or competent jurisdiction shall assume custody or control of the District. There were no such events occurred during the fiscal year ended December 31, 2023.

NOTE 6: ARBITRAGE REBATE LIABILITY

Section 148(f) of the Internal Revenue Code requires issuers of tax-exempt state and local bonds to remit to the federal government amounts equal to (a) the excess of the actual amounts earned on all "Nonpurpose Investments" allocable to "Gross Proceeds" of an issue of municipal obligations less the amount that would have been earned if the investments bore a rate equal to the amount that would have been earned if the investments bore a rate equal to the yield on the issue, plus (b) all income attributable to the excess. Issuers must make rebate payments at least once every five years and upon final retirement or redemption of the bonds. There was no arbitrage liability at December 31, 2023 and 2022.

NOTE 7: NET POSITION

<u>Designations</u>: Designations of unrestricted net position may be imposed by the Board of Directors to reflect future spending plans or concerns about the availability of future resources. Designations may be modified, amended or removed by Board action.

The designations are for the following:

Designated for rate stabilization represents the amount to be used to ensure financial and customer rate stability in responding to certain conditions.

Designated for operating reserve is maintained for operating funds collected in advance for the following year, accrued leave reserve, self-insurance reserve, unanticipated operating expenses, unanticipated economic shortfall, and unallocated funds.

Designated for debt services reserve represents amounts set aside for use in maintaining debt coverage ratios in accordance with bond covenants or other agreements or requirements associated with the issuance of debt by the District.

Designated for capital improvement reserve represents amounts set aside for use in evaluating and constructing new capital facilities to benefit existing District customers. This reserve had a negative balance in past years due to large capital expenditures, including the meter retrofit program and well construction.

Designated for fleet equipment reserve represents amounts set aside to replace fleet equipment at the end of its useful life.

Designated for employment-related benefits reserve represents amounts set aside to pay the costs of employment-related benefits for existing and retired District employees.

Designated for water meter replacement reserve represents amounts set aside for use in evaluating, designing, and replacing or rehabilitating capital facilities pertaining to water meters to benefit existing District customers.

Designated for water supply reserve represents amounts set aside for evaluating, acquiring, and constructing capital facilities related to water supply, such as groundwater production wells, aquifer storage and recovery wells, surface water projects, recycled/reclaimed water projects, and land and right-of-way acquisition.

Designated for water main replacement reserve represents amounts set aside for evaluating, planning, designing, constructing, replacing or rehabilitating capital facilities to benefit District customers.

Designated for water efficiency reserve represents amounts set aside for use in a water supply shortage, water supply interruption, Federal/State/Regional/Local mandates, or other programmatic needs.

NOTE 8: COMPENSATED ABSENCES

The following is a summary of changes in the District's compensated absences for the year ended December 31, 2023 and 2022:

	Decem	ber 31, 2022	Additions	Reductions	Decem	ber 31, 2023	Curr	ent Portion
District Total	\$	558,201	\$ 530,103	\$ 449,441	\$	638,863	\$	213,910
	Decem	ber 31, 2021	Additions	Reductions	Decem	ber 31, 2022	Curr	ent Portion
District Total	\$	459,887	\$ 167,109	\$ 68,795	\$	558,201	\$	199,578

NOTE 9: DEFINED BENEFIT PENSION PLAN

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Plans and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

A. General Information about the Pension Plans

<u>Plan Description and Summary of Balances by Plan</u> – All qualified permanent and probationary employees are eligible to participate in the District's Miscellaneous (all other) Employee Pension Rate Plan. The District's Miscellaneous Rate Plan is part of the public agency cost-sharing multiple-employer defined benefit pension plan (PERF C), which is administered by the California Public Employees' Retirement System (CalPERS). PERF C consists of a miscellaneous pool and a safety pool (also referred to as "risk pools"), which are comprised of individual employer miscellaneous and safety rate plans, respectively. Individual employers may sponsor more than one miscellaneous and safety rate plan. The employer participates in one cost-sharing multiple-employer defined benefit pension plan regardless of the number of rate plans the employer sponsors. The District sponsors one rate plan (miscellaneous).

Benefit provisions under the Plan are established by State statute and District resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Below is a summary of the deferred outflows of resources, net pension liabilities, and deferred inflows of resources by Plan for the year ended December 31, 2023 and 2022:

Not Pension

			IN	I : a b : i : b : /			
			D	Liability/			
			Prop	otionate Share			
	Defe	rred Outflows	of	Net Pension	Defer	red Inflows of	
As of December 31, 2023	of	Resources		Liability	Resources		
Miscellaneous	\$	2,537,266	\$	(6,173,494)	\$	(402,283)	
			Ν	let Pension Liability/			
			Prop	otionate Share			
	Deferred Outflows		of Net Pension		Defer	red Inflows of	
As of December 31, 2022	of	of Resources		Liability		Resources	
Miscellaneous	\$	2,553,774	\$	(5,730,637)	\$	(301,018)	

<u>Benefits Provided</u> – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law. The Pension Reform Act of 2013 (PEPRA), Assembly Bill 340, is applicable to employees new to CalPERS and hired after December 31, 2012.

The Plans' provisions and benefits in effect at December 31, 2023, are summarized as follows:

	Miscellaneous	Miscellaneous	Miscellaneous
	Tier 1	Tier 2	PEPRA
	Prior to	Prior to	On or after January
Hire date	January 1, 2013	January 1, 2013	1, 2013
Benefit formula	2.0% @ 55	2.0% @ 55	2.0% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50 - 63	50 - 63	52 - 67
Monthly benefits, as a % of eligible compensation	1.43% to 2.42%	1.43% to 2.42%	1.0% to 2.5%
Required employee contribution rates	6.9%	6.9%	6.8%
Required employer contribution rates	10.9%	10.3%	7.5%

Beginning in fiscal year 2017, CalPERS collects employer contributions for the cost-sharing plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the unfunded liability and side fund. The dollar amounts are billed on a monthly basis. The District's required contribution for the unfunded liability was \$480,459 in fiscal year 2023.

<u>Contributions</u> – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended December 31, 2023 and 2022 the District's contributions to the Plan were as follows:

	Miscellaneous							
As of December 31, 2023	Tier 1		Tier 2		PEPRA			
Contributions - employer	\$	470,187	\$	6,175	\$	4,097		
			Mis	cellaneous				
As of December 31, 2022		Tier 1		Tier 2		PEPRA		
Contributions - employer	\$	269,143	\$	280,315	\$	72,348		

B. <u>Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions</u>

As of December 31, 2023, the District reported \$6,173,494 in net pension liabilities for its proportionate shares of the net pension liability of the Plan.

The District's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2023, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2022 rolled forward to June 30, 2023 using standard update procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The District's proportionate share of the net pension liability for the Plan as of June 30, 2023 and 2022 was as follows:

	Miscellaneous
Proportion - June 30, 2022	0.12247%
Proportion - June 30, 2023	0.12346%
Change - Increase (Decrease)	-0.00099%
•	
	Miscellaneous
Proportion - June 30, 2021	Miscellaneous 0.04318%
Proportion - June 30, 2021 Proportion - June 30, 2022	
•	0.04318%

For the year ended December 31, 2023 and 2022, the District recognized pension expense of \$1,098,770 and \$510,900, respectively. At December 31, 2023 and 2022, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Defe	rred Outflows	Defe	rred Inflows of
As of December 31, 2023	of	Resources	F	Resources
Pension contributions subsequent to measurement date	\$	662,667	\$	-
Differences between actual and expected experience		315,375		(48,922)
Changes in assumptions		372,722		-
Changes in employer's proportion and differences between the employer's contributions and the employer's				
proportionate share of contributions Net differences between projected and actual earnings		186,958		(353,361)
on plan investments		999,544		
Total	\$	2,537,266	\$	(402,283)

	Defe	rred Outflows	Defer	red Inflows of
As of December 31, 2022	of	Resources	R	esources
Pension contributions subsequent to measurement date	\$	621,806		
Differences between actual and expected experience		115,082		(77,077)
Changes in assumptions		587,223		
Changes in employer's proportion and differences between				
the employer's contributions and the employer's				
proportionate share of contributions		179,963		(223,941)
Net differences between projected and actual earnings				
on plan investments		1,049,700		
Total	\$	2,553,774	\$	(301,018)

The \$662,667 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

	Deferred			
Fiscal year ended	Ou	tflows/(Inflows)		
December 30,	of Resources			
2024	\$	449,313		
2025		275,462		
2026		718,860		
2027		28,681		
Total	\$	1,472,316		

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the District's proportionate share of the net pension liability for the Plan, calculated using the discount rate for the Plan, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1- percentage point higher than the current rate:

For December 31, 2023	Miscellaneous		
1% Decrease		5.90%	
Net Pension Liability	\$	(9,708,569)	
•			
Current Discount Rate		6.90%	
Net Pension Liability/(Asset)	\$	(6,173,494)	
- , , ,		,	
1% Increase		7.90%	
Net Pension Liability/(Asset)	\$	(3,263,824)	

For December 31, 2022	Mis	scellaneous
1% Decrease		5.90%
Net Pension Liability	\$	5,563,530
·		
Current Discount Rate		6.90%
Net Pension Liability/(Asset)	\$	5.730.637
7 -(,	•	-,,
1% Increase		7.90%
Net Pension Liability/(Asset)	\$	2.948.166
	~	_, 5 .0, .00

<u>Actuarial Assumptions</u> – For the measurement period ended June 30, 2023, the total pension liabilities were determined by rolling forward the June 30, 2022 total pension liability based on the following actuarial methods and assumptions:

	Miscellaneous
Valuation Date	June 30, 2022
Measurement Date	June 30, 2023
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Amortization	
Discount Rate	6.90%
Inflation	2.30%
Projected Salary Increase	Varies by Entry Age and Service
Mortality(1)	Derived using CalPers Membership Data
	for all Funds
The above actuarial assumptions	
were based upon the following	
experience study periods:	2000-2019
Investment Rate of Return	6.90%
	Contract COLA up to 2.30% until
	PPPA(2) floor on purchasing power
Post Retirement Benefit Increase	applies, 2.30% thereafter

¹ The mortality table was developed based on CalPERS-specific data. The rates incorporate Generational Mortality to capture ongoing morality improvement using 80% of Scale MP 2020 published by the Society of Actuaries. For more details, please refer to the 2021 experience study report that can be found on the CalPERS website.

All other actuarial assumptions used in the June 30, 2022 valuation were based on the results of a December 2017 actuarial experience study for the period 1997 to 2015. Further details of the Experience Study can be found on the CalPERS website.

² Purchasing Power Protection Allowance (PPPA) is a benefit designed to restore the original purchasing power of CalPERS retirees to a predetermined limit.

<u>Discount Rate</u> – The discount rate used to measure the total pension liability for the Plan was 6.90%. The projection of cash flows used to determine the discount rate for the Plan assumed that contributions from all plan members in the Public Employees Retirement Fund (PERF) will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long- term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11- 60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits

was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects the expected real rate of return by asset class.

Asset	
Allocation	Real Return 1, 2
30.00%	4.54%
12.00%	3.84%
13.00%	7.28%
5.00%	0.27%
5.00%	0.50%
10.00%	1.56%
5.00%	2.27%
5.00%	2.48%
5.00%	3.57%
15.00%	3.21%
-5.00%	-0.59%
	30.00% 12.00% 13.00% 5.00% 5.00% 10.00% 5.00% 5.00% 5.00%

¹ An expected inflation of 2.30% used for this period.

<u>Pension Plan Fiduciary Net Position</u> – Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

² Figures are based on the 2021-22 Asset Liability Management study

NOTE 10: POSTEMPLOYMENT HEALTH CARE BENEFITS

A. General Information about the District's Other Postemployment Benefit (OPEB) Plan

<u>Plan Description</u> – The District provides post-employment healthcare benefits for certain groups of employees that retire from the District, under the Retiree Healthcare Plan (OPEB Plan), an agent multiple-employer plan administered by the District. The OPEB Plan provides benefits for all permanent, full-time employees of the District. The OPEB Plan's assets are held in trust with the California Employers' Retiree Benefit Trust Fund (CERBT), an agent multiple-employer Section 115 trust fund plan administered by California Public Employees' Retirement System (CalPERS), which acts as a common investment and administrative agent for participating public employers within the State of California. Benefit provisions are established through District policy and may be amended through action of the District's Board of Directors. In order to qualify for participation in the OPEB Plan, employees must meet three conditions: (1) completion of 20 years of service with the District; (2) retirement from the District; and (3) employed with the District by January 30, 2019.

Benefits Provided – The following is a summary of Plan benefits by employee group as of December 31, 2022:

	Hired before Januar	ry 31, 2019	
	Retired from District between June 3, 1992 and		
	March 19, 1996	Retired from District after March 19, 1996	Hired After January 30, 2019
20+ Years of Service	Health insurance provided to employee at District	Maximum monthly reimbursement of	
20+ Teals of Service	expense	\$359.00 to retiree, spouse/dependents.	
25+ Years of Service	Health insurance provided to retiree, and spouse/dependents at the time of retirement. If no spouse/dependents, or if retiree does not wish to cover spouse/dependents, retiree may select benefit of 30+ years of service.	Maximum monthly reimbursement of \$403.00 to retiree, spouse/dependents.	Employees hired after January 30, 2019 are not eligible to receive any benefit under the OPEB plan.
30+ Years of Service	Health, dental, vision insurance provided at District expense for retiree. Health and dental insurance provided at District expense for spouse/dependents at time of	Maximum monthly reimbursement of \$450.00 to retiree, spouse/dependents.	

For the year ended December 31, 2023, the District's contributions to the OPEB Plan were \$189,666.

<u>Employees Covered by Benefit Terms</u> – Membership in the OPEB Plan consisted of the following at the census date of December 31, 2022:

Inactive Employees or Beneficiaries Currently Receiving Benefits	19
Inactive Employees Entitled to but not yet Receiving Benefits	-
Active Employees	22
Total	41

B. Net OPEB Liability

Mortality Rate

<u>Actuarial Methods and Assumptions</u> – The District's net OPEB liability was measured as of December 31, 2022, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated December 31, 2022 to determine the total OPEB liability as of December 31, 2023, based on the following actuarial methods and assumptions:

	Actuarial Assumptions
Valuation Date	December 31, 2022
Measurement Date	December 31, 2022
Actuarial Cost Method	Entry - Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	5.87%
Inflation	2.30%
Payroll Growth	2.80%
Healthcare Trend	7.40%, trending down to 4.14%

CalPers OPEB Assumption Model, dated November 17, 2021

The underlying mortality assumptions were based on the CalPERS OPEB Assumption Model, dated November 17, 2021, and all other actuarial assumptions used in the December 31, 2022 valuation were based on the results of a December 31, 2022 actuarial experience study for the period January 1, 2022 to December 31, 2022.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

		Long Term
		Expected Real
		Rate of Return
Asset Class	Target Allocation	Year
Global Equity	49.00%	6.80%
Fixed Income	23.00%	3.70%
TIPS	5.00%	2.80%
Commodities	3.00%	3.40%
REITs	20.00%	6.00%
Total	100.00%	

<u>Discount Rate</u> – The discount rate used to measure the total OPEB liability was 5.87%. The projection of cash flows used to determine the discount rate assumed that District contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

C. Changes in Net OPEB Liability

The changes in the net OPEB liability are as follows:

	Increase (Decrease)				
	Total OPI Liability (lan Fiduciary Net Position (b)		Net OPEB bility/(Asset) (a) - (b)
Balance at December 31, 2022	\$ 2,06	2,623	532,965	\$	1,529,658
Changes Recognized for the Measurement Period:					
Service Cost	4	4,622	-		44,622
Interest on the total OPEB liability	12	2,099	-		122,099
Changes in benefit terms		-	-		-
Difference between expected and actual experience	(20	7,360)	-		(207, 360)
Changes in assumptions	(15	8,406)	-		(158,406)
Contributions from the employer*		-	(97,111)	1	97,111
Net investment income		-	189,666		(189,666)
Administrative Expenses		-	(263)	1	263
Benefit payments and refunds	(5	4,366)	(54,366)	1	-
Other changes			-		-
Net changes	(25	3,411)	37,926		(291,337)
Balance at December 31, 2023	\$ 1,80	9,212 \$	570,891	\$	1,238,321

	ncrease	(Decrease)		
		•		let OPEB bility/(Asset) (a) - (b)
\$ 2,076,585	\$	348,908	\$	1,727,677
 ,				
50,011		-		50,011
114,224		-		114,224
-		-		-
(1,948)		-		(1,948)
(130,213)		-		(130,213)
-		189,734		(189,734)
-		40,575		(40,575)
-		(216)		216
(46,036)		(46,036)		-
-		-		-
(13,962)		184,057		(198,019)
\$ 2,062,623	\$	532,965	\$	1,529,658
	Total OPEB Liability (a) \$ 2,076,585 50,011 114,224 - (1,948) (130,213) (46,036) - (13,962)	Total OPEB Liability (a) Pos \$ 2,076,585 \$ 50,011 114,224 - (1,948) (130,213) (46,036) - (13,962)	Liability (a) Position (b) \$ 2,076,585 \$ 348,908 50,011 - 114,224 - (1,948) - (130,213) - - 40,575 - (216) (46,036) (46,036) - (13,962) 184,057	Total OPEB Liability (a) Position (b) \$ 2,076,585 \$ 348,908 \$ \$ \$ \$ 348,908 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

<u>Sensitivity of the Net OPEB Liability to Changes in the Discount Rate and Healthcare Cost Trend Rates</u> – The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (4.87%) or 1- percentage-point higher (6.87%) than the current discount rate:

Plan's Net	OPEB	Liability	- 2023
------------	------	-----------	--------

	1 1411 3	1401 01	LD LIABILITY - 2	-025	
Discount Rate -1% Current Discount Discount			Discount		
	(4.87%)	Rate (5.87%) Rate 1% (6.87		1% (6.87%)	
\$	1,537,747	\$	1,238,321	\$	995,480
	Plan's	Net OF	PEB Liability - 2	2022	
Disco	Discount Rate -1% Current Discount Discount			Discount	
	(4.87%)	Rate (5.87%) Rate 1% (6.		1% (6.87%)	
\$	1,890,522	\$	1,529,658	\$	1,240,468

The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (6.0% to 4.0%) or 1-percentage-point higher (8.0% to 6.0%) than the current healthcare cost trend rates:

Plan's Net OPEB Liability - 2023

			Health Care		
 Health Care Cost Trend Rate -1%		Health Care Cost Trend Rates		Cost Trend Rate +1%	
\$ 966,191	\$	1,238,321	\$	1,583,884	

Plan's Net OPEB Liability - 2022

Health Care Cost		Hea	Ith Care Cost	t Trend Rate
Trend Rate -1%		T	rend Rates	 +1%
\$	1,196,920	\$	1,529,658	\$ 1,955,220

D. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the year ended December 31, 2023 and 2022, the District recognized OPEB expense of \$148,353 and \$165,265, respectively. At December 31, 2023 and 2022, the District reported deferred outflows and inflows of resources related to OPEB from the following sources:

Hoolth Core

	Deferred Outflows of		Deferred Inflows of	
As of December 31, 2023	Re	esources	R	esources
Differences between expected and actual experience	\$	19,578	\$	(197,047)
Changes in assumptions		242,363		(239,374)
Net difference between projected and actual earnings				
on OPEB plan investments		74,698		-
Employer contributions made subsequent to the				
measurement date		170,924		-
Total	\$	507,563	\$	(436,421)

Deferred Outflows of		Deferred Inflows of		
Re	sources	Resources		
\$	23,930	\$	(15,024)	
	289,303		(114,394)	
	-		(33,574)	
	189,666		-	
\$	502,899	\$	(162,992)	
	**************************************	Resources \$ 23,930 289,303 - 189,666	Resources R \$ 23,930 \$ 289,303 - 189,666	

\$170,924 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the OPEB liability in the year ended December 31, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as pension expense as follows:

Year Ended	
December 31,	Annual Amortization
2024	\$ 5,913
2025	8,749
2026	13,205
2027	16,959
2028	(10,881)
Thereafter	(133,727)

E. Payable to the OPEB Plan

At December 31, 2023 and 2022, the District reported a payable of \$0 for the outstanding amount of contributions to the OPEB plan required for the year ended December 31, 2023 and 2022.

NOTE 11: COMMITMENTS AND CONTINGENCIES

Various claims have been filed against the District. In the opinion of the District's management and legal counsel, the claims will not have a material impact on the basic financial statements.

The District has no capital project commitments as of December 31, 2023 and 2022.

NOTE 12: ECONOMIC DEPENDENCY

During 2023 and 2022, the District purchased 84.89% and 68.90%, respectively, of its water supply from the San Juan Water District (SJWD). Total purchases for the year ended December 31, 2023 and 2022 was \$2,858,841 and \$2,783,319, respectively. In addition, the District owns water transmission capacity entitlements through the cooperative transmission pipeline project owned and operated by SJWD.

NOTE 13: INSURANCE

The District participates in the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) a public entity risk pool of California water agencies, for general and auto liability, public officials liability, property damage, fidelity insurance and workers compensation liability. ACWA/JPIA provides insurance through the pool up to a certain level, beyond which group purchased commercial excess insurance is obtained.

NOTE 13: INSURANCE (CONTINUED)

The District pays an annual premium to ACWA/JPIA that includes its pro-rata share of excess insurance premiums, charges for the pooled risk, claims adjusting and legal costs, and administrative and other costs to operate the ACWA/JPIA. The District's deductibles and maximum coverage are as follows:

Type of Coverage (Deductible)	ACWA/JIPA	Deductible
General and Auto Liability		
(Includes Public Officials Liability)	\$10,000,000	None
Cyber Liability	3,000,000	None
Property Damage*	100,000	\$2,500-\$100,000
Crime	100,000	1,000
Workers Comensation Liability	2,000,000	None
Employers Liability	2,000,000	None

^{*} The District has additional \$500,000,000 in property damage coverage via ACWA/JPIA through the commercial insurance policy



Measurement Date		6/30/2014	 6/30/2015	 6/30/2016	6/30/2017
Plan Proportion of the Net Pension Liability		0.05398%	0.12216%	0.11962%	0.11866%
Plan Proportionate Share of the Net Pension Liability	\$	3,358,940	\$ 3,351,422	\$ 4,155,588	\$ 4,677,711
Plan Covered Payroll	\$	2,279,406	\$ 2,289,027	\$ 2,270,540	\$ 2,606,536
Plan Proportionate Share of the Net Pension Liability as Percentage of Covered Payroll		147.36%	146.41%	183.02%	179.46%
The Pension Plan's (PERF-C) Fiduciary Net Position as a Percen of the Total Pension Liability	tage	80.43%	78.40%	74.06%	73.31%

Notes to Schedule:

Benefit Changes: There were no changes to benefit terms. However, the figures above do not include any liability impact that may have resulted from plan changes which occurred after the measurement dates. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes).

Changes of Assumptions: There were no assumption changes in 2023. Effective with the June 30, 2021 valuation date

6/30/2018	6/30/2019	6/30/2020	6/30/2021		6/30/2022	6/30/2023
 0.11673%	 0.04500%	0.04483%	0.04318%		0.12247%	0.12346%
\$ 4,399,273	\$ 4,611,042	\$ 4,877,315	\$ 2,335,284	\$	5,730,637	\$ 6,173,494
\$ 2,941,557	\$ 3,442,952	\$ 3,399,842	\$ 3,513,707	\$	3,473,459	\$ 3,526,763
149.56%	133.93%	143.46%	66.46%		164.98%	175.05%
75.26%	75.26%	75.10%	88.29%		76.90%	76.90%

	2015	 2016	 2017	 2018
Actuarially Determined Contribution Contribution in Relation to the Actuarially Determined Contribution Contribution Deficiency (Excess)	\$ 468,974 (468,974)	\$ 347,181 (347,181)	\$ 572,724 (572,724)	\$ 700,242 (700,242)
Covered Payroll	\$ 2,129,887	\$ 2,362,614	\$ 2,667,190	\$ 2,941,557
Contributions as a Percentage of Covered Payroll	22.02%	14.69%	21.47%	23.81%

(1) Historical information is required only for measurement for which GASB 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only nine years are shown.

Note to Schedule:

Valuation Date: June 30, 2020

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method Entry Age Normal Cost Method

Amortization method Level percentage of pay, a summary of the current policy is provided in the table below:

		Source									
	(Gain)/Loss	Assumption/								
		Non-	Method	Benefit	Golden						
	Investment	investment	Change	Change	Handshake						
Amortization Period	20 Years	20 Years	20 Years	20 Years	5 Years						
Escalation Rate	0%	0%	0%	0%	0%						
Ramp Up	5	0	0	0	0						
Ramp Down	0	0	0	0	0						

Asset valuation method The Actuarial Value of Assets is set equal to the Market Value of Assets. Asset values include

accounts receivable.

2.50% Inflation Payroll Growth 2.75%

Projected Salary Increases Varies by Entry Age and Service

Investment Rate of Return 7.00% (net of pension plan investment and administrative expenses, includes

Retirement Age All other actuarial assumptions used in the June 30, 2020 valuation were based on the results of an actuarial experience study for the period from 1997 to 2015, including updates to salary increase, mortality and retirement rates. The Experience Study report may be accessed on the

CalPERS website at www.calpers.ca.gov under Forms and Publications.

Mortality The mortality table used was developed based on CalPERS' specific data. The table includes

15 years of mortality improvements using 90 percent of Society of Actuaries' Scale 2016. For more

details on this table, please refer to the 2017 experience study report.

 2019	 2020	 2021	 2022	 2023
\$ 663,989 (663,989)	\$ 716,803 (716,803)	\$ 754,362 (754,362)	\$ 762,686 (762,686)	\$ 662,667 (662,667)
\$ 3,442,952	\$ 3,399,842	\$ 3,513,707	\$ 3,473,459	\$ 3,526,763
19.29%	21.08%	21.47%	21.96%	18.79%

Measurement Date		12/31/2017	12/31/2018		12/31/2019	
Total OPEB Liability	•	05.005	Φ.	00.000	Φ.	07.400
Service cost	\$	25,905 83,640	\$	26,682 87,918	\$	37,106 96,977
Interest on the total OPEB liability Change in benefit terms		03,040		01,910		90,977
Differences between expected and actual experiences		-		41,338		(17,427)
Changes in assumptions		-		23,239		-
Benefit payments		(41,228)		(42,527)		(46,768)
Net change in total OPEB liability		68,317		136,650		69,888
Total OPEB liability - beginning		1,332,951		1,401,268		1,537,918
Total OPEB liability - ending (a)		1,401,268		1,537,918		1,607,806
Plan Fiduciary Net Position						
Contribution - employer		41,228		122,527		128,540
Net investment income		-		(1,658)		24,089
Benefit payments		(41,228)		(42,527)		(46,768)
Other miscellaneous income/(expense)		-		-		-
Administrative expense				(6)		(83)
Net change in plan fiduciary net position Plan fiduciary net position - beginning		-		78,336 -		105,778 78,336
Plan fiduciary net position - ending (b)				78,336		184,114
		_		_		_
Net OPEB Liability - ending (a) - (b)	\$	1,401,268	\$	1,459,582	\$	1,423,692
Plan fiduciary net position as a percentage of the total OPEB liability		0.00%		5.09%		11.45%
Covered Payroll	\$	2,915,351	\$	3,278,242	\$	3,658,217
Net OPEB liability as a percentage of covered-employee payroll		48.07%		44.52%		38.92%

⁽¹⁾ Historical information is required only for the measurement periods for which GASB 75 is applicable. Fiscal Year 2018 was the first year of implementation. Future years' information will be displayed up to 10 years as information becomes available.

	12/31/2020		12/31/2021		12/31/2022
\$	47,435	\$	50,011	\$	44,622
φ	102,103	φ	114,224	φ	122,099
	(572)		114,224		122,099
	(1,841)		(1,948)		(207,360)
	364,838		(130,213)		(158,406)
	(43,184)		(46,036)		(54,366)
	468,779		(13,962)		(253,411)
	1,607,806		2,076,585		2,062,623
	2,076,585		2,062,623		1,809,212
	_,0:0,000		_,,,,,,,,		.,,
	145 027		100 724		190 666
	145,837 39.073		189,734 40,575		189,666
	,				(97,111)
	(43,184) 23,195		(46,036)		(54,366)
	(127)		(216)		(263)
	164,794		184,057	_	37,926
	184,114		348,908		532,965
	348,908		532,965		570,891
\$	1,727,677	\$	1,529,658	\$	1,238,321
	16.80%		25.84%		31.55%
\$	3,677,546	\$	3,946,896	\$	2,740,450
,	46.98%	•	38.76%	•	45.19%
	40.98%		30.70%		45.19%

	2018	2019	2020
Actuarially Determined Contribution Contribution in Relation to the Actuarially Determined Contributions	\$ 122,000 (122,527)	\$ 130,652 (128,530)	\$ 170,121 (146,814)
Contribution Deficiency (Excess)	\$ (527)	\$ 2,122	\$ 23,307
Covered Payroll	\$ 3,278,242	\$ 3,658,217	\$ 3,677,546
Contributions as a percentage of covered-employee payroll	3.74%	3.51%	3.99%

⁽¹⁾ Historical information is required only for the measurement periods for which GASB 75 is applicable. Fiscal Year 2018 was the first year of implementation. Future years' information will be displayed up to 10 years as information becomes available.

Notes to Schedule:

Methods and assumptions used to determine contribution rates:

Valuation Date

December 31. 2022

Actuarial Cost Method

Entry Age Normal, Level
Percentage of Salary

Amortization Method

Level percent of pay

Amortization Period 22 years

Asset Valuation Method n/a

Discount Rate 5.87%
General Inflation 2.30%
Salary Increases 2.80%

Medical Trend 7.4% for 2023, decreasing

to an ultimate rate of 4.01%

in 2077

Mortality CalPERS 1997-2015

experience study

Mortality Improvement Mortality projected fully

generational with Scale

MP-18

2021	2022	2023
\$ 158,425 (189,734)	\$ 189,666 (140,592)	\$ 190,477 (175,938)
\$ (31,309)	\$ 49,074	\$ 14,539
\$ 3,689,171	\$ 3,946,896	\$ 2,740,450
5.14%	3.56%	6.42%

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STATISTICAL SECTION

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Statistical Section

Table of Contents

This section of the Citrus Heights Water District's (District) comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary infirmation says about the government's overall financial health.

Financial Trends	Page
These schedules contain trend information to help the reader understand how the	District's
financial performance and well-being have changed over time.	
Changes in Net Position and Net Position by Component	62
Operating Revenue by Source	64
Operating Expenses by Activity	65
	_
Revenue Capacity	Page
These schedules contain information to help the reader assess the District's ability	y to generate
water revenues, the most significant source of revenue to the District.	00
Revenue Base	68
Revenue Rates	69
Customers by Type	70
Principal Customers	71
Debt Capacity	Page
These schedules present information to help the reader assess the affordability of	
current levels of outstanding debt, and the District's ability to manage debt in the f	
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Demographic and Economic Information	Page
These schedules offer demographic and economic indicators to help the reader u	nderstand the
environment within which the District's financial activities take place.	
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Operating Information	Page
These schedules contain service and infrastructure data to help the reader unders	
information in the District's financial report relates to the services the District provi	des and the
activities it performs.	0.0
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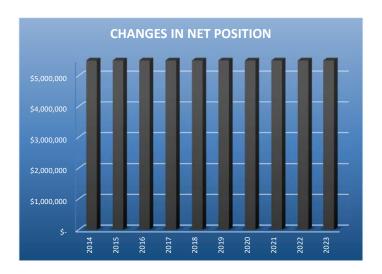
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Changes in Net Position and Net Position by Component

Last Ten Fiscal Years Schedule 1

		2014		2015		2016		2017		2018
Changes in net position:										
Operating revenues (see Schedule 2)	\$	11,602,622	\$	13,448,691	\$	14,119,865	\$	14,823,207	\$	16,908,986
Operating expenses (see Schedule 3)		76,042		728,732		736,348		706,076		427,061
Depreciation and amortization		(2,190,061)		(2,692,482)		(2,878,799)		(3,131,903)		(2,917,535)
Operating income(loss)		9,488,603		11,484,941		11,977,414	_	12,397,380		14,418,512
Non-operating revenues(expenses)										
Investment income		15,547		19,093		38,313		63,531		159,437
Miscellaneous income		12,716		28,606		68,203		77,074		107,546
Groundwater transfers and sales		-		-		-		1,058,793		347,583
Interest expense		(195,210)		(173,462)		(155,214)		(145,911)		(147,540)
(Loss) gain on disposal of capital assets		(30,669)		4,834		(137,567)		(155,343)		(164,842)
Total non-operating revenues(expenses), net		(197,616)		(120,929)		(186,265)		898,144		302,184
Net income before capital contributions		9,290,987		11,364,012		11,791,149		13,295,524		14,720,696
Capital Contributions										
Grant Revenues		10,310		610,431		715		-		-
Capital contributions		59,248		438,567		896,688		55,813		213,121
Changes in net position	\$	9,360,545	\$	12,413,010	\$ \$	12,688,552	\$	13,351,337	\$	14,933,817
Net position by component:										
Prior Year adjustment	\$	_	\$	(3,728,767)	\$	-	\$	_	\$	_
Net investment in capital assets	•	45,931,665	•	50,895,005	•	51,801,433		53,350,420	•	55,029,058
Restricted		536,963		533,350		533,796		535,733		541,475
Unrestricted		9,432,200		4,434,324		7,316,512		10,882,932		11,717,632
Total net position	\$	55,900,828	\$	52,133,912	\$ \$	59,651,741	\$	64,769,085	\$	67,288,165

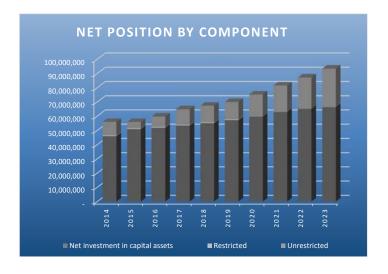


Source: District Administrative Services Department

Changes in Net Position and Net Position by Component

Last Ten Fiscal Years Schedule 1 (Continued)

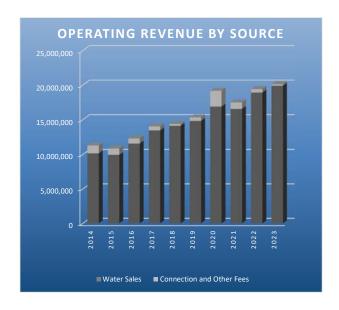
	2019		2020	2021	2022		2023	
								Changes in net position:
\$	16,579,945	\$	18,934,457	\$ 20,132,024	\$ 19,433,754	\$	20,132,024	Operating revenues (see Schedule 2)
	447,232		147,938	62,339	(11,588,292)		(12,902,517)	Operating expenses (see Schedule 3)
_	(2,798,201)		(2,785,929)	(2,858,841)	(2,606,180)		(2,668,321)	Depreciation and amortization
	14,228,976		16,296,466	 17,335,522	 5,239,282		4,561,186	Operating income(loss)
								Non-operating revenues(expenses)
	214,962		116,981	(343)	(30,997)		1,438,634	Investment income
	69,322		42,989	42,759	34,240		19,395	Miscellaneous income
	38,316		-	-	-		-	Groundwater transfers and sales
	(124,346)		(95,741)	(74,734)	(55,981)		(50,767)	Interest expense
	(105,755)		(73,310)	(115,032)	(39,333)		21,674	(Loss) gain on disposal of capital assets
	92,499	_	(9,081)	(147,350)	(92,071)	_	1,428,936	Total non-operating revenues(expenses), net
_	14,321,475		16,287,385	17,188,172	5,147,211		5,990,122	Net income before capital contributions
								Capital Contributions
	-		-	-	-		-	Grant Revenues
	898,084		290,182	 2,474,459	 440,679		243,443	Capital contributions
\$	15,219,559	\$	16,577,567	\$ 19,662,631	\$ 5,587,890	\$	6,233,565	Changes in net position
								Net position by component:
\$	-	\$	_	\$ -	\$ -	\$	-	Prior Year adjustment
	57,193,152		59,531,355	62,822,494	65,042,165		66,242,874	Net investment in capital assets
	542,660		_	_	_		_	Restricted
	12,217,198		15,649,654	 18,723,042	 22,091,261		27,124,117	Unrestricted
\$	69,953,010	\$	75,181,009	\$ 81,545,536	\$ 87,133,426	\$	93,366,991	Total net position



Operating Revenue By Source

Last Ten Fiscal Years Schedule 2

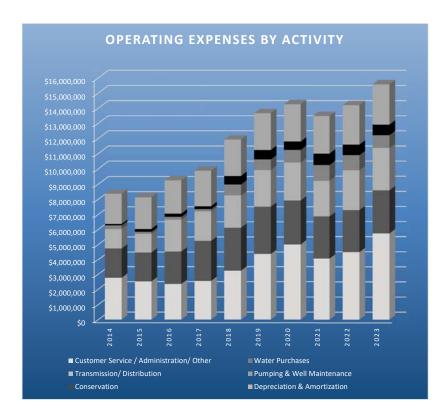
Fiscal Year	Water Sales	Connection and Other Fees	Total Operating Revenue
2014 2015 2016 2017	\$ 10,171,473 9,953,864 11,602,622	\$ 1,159,828 930,686 722,435	\$ 11,331,301 10,884,550 12,325,057
2017	13,448,691	594,358	14,043,049
2018	14,119,865	255,179	14,375,044
2019	14,823,207	517,269	15,340,476
2020	16.908.986	2,294,771	19,203,757
2021	16,579,945	938,016	17,517,961
2022	18,934,457	499,297	19,433,754
2023	19,915,090	216,934	20,132,024



Source: District Administrative Services Department

Last Ten Fiscal Years Schedule 3

Fiscal Year	Customer Service / Water Administration Purchases / Other		Transmission/ Distribution		Pumping & Well Maintenance		Conservation		Depreciation & Amortization		Total Operating Expenses	
2014	\$	2,752,172	\$ 1,984,921	\$ 1,282,941	\$	239,344	\$	99,235	\$	2,003,488	\$	8,362,101
2015		2,514,087	1,950,627	1,239,387		132,842		186,114		2,098,944		8,122,001
2016		2,342,957	2,190,061	2,114,019		184,776		212,150		2,203,170		9,247,133
2017		2,543,736	2,692,482	1,963,750		145,077		189,336		2,345,281		9,879,662
2018		3,228,919	2,878,799	2,142,451		717,562		563,708		2,388,634		11,920,073
2019		4,371,420	3,131,903	2,425,827		683,432		617,732		2,435,900		13,666,214
2020		4,999,639	2,917,535	2,490,474		826,804		553,068		2,469,339		14,256,859
2021		4,044,426	2,798,201	2,350,969		1,047,987		753,058		2,485,902		13,480,543
2022		4,470,788	2,785,929	2,637,991		996,949		696,635		2,606,180		14,194,472
2023		5,706,961	2,858,841	2,796,502		842,529		697,684		2,668,321		15,570,838



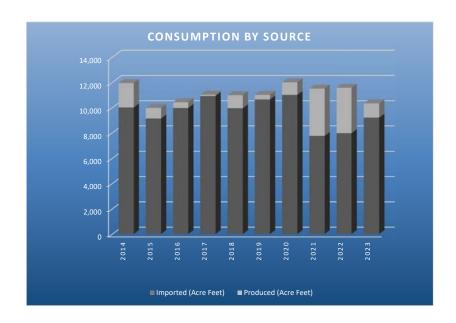
Source: District Administrative Services Department

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Last Ten Fiscal Years Schedule 4

		Water Supply						
Fiscal	Consumption	Imported	Produced	% Water				
Year	(Acre Feet)	(Acre Feet)	(Acre Feet)	Imported				
2014	11,937.24	10,007.61	1,929.63	83.84%				
2015	9,973.47	9,132.60	840.87	91.57%				
2016	10,422.44	9,964.89	457.55	95.61%				
2017	11,014.52	10,909.88	104.64	99.05%				
2018	10,981.66	9,940.53	1,041.13	90.52%				
2019	11,001.23	10,642.14	359.09	96.74%				
2020	12,003.53	11,001.81	1,001.72	91.65%				
2021	11,505.25	7,749.12	3,756.13	67.35%				
2022	11,565.65	7,968.36	3,597.29	68.90%				
2023	10,843.34	9,204.81	1,124.42	84.89%				



Source: District Operations Department

Last Ten Fiscal Years Schedule 5

		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Flat Rate Accounts (Bimonthly) (1)											
	n/		n/a	n/a	-/-	-/-	-/-	-1-	-/-	-/-	-/-
Single Dwelling					n/a						
Duplex Dwelling (per duplex side)	n/		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Condominium Dwelling	n/		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Apartments/Mobile Homes	n/		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Irrigation Rate	n/	а	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Metered Accounts (2)											
Metered Accounts											
Consumption (per unit ccf)											
Tier 1		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Tier 2		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Tier 3		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Per Unit CCF (No tiers)	\$	0.7440	\$ 0.7663	\$ 0.8735	\$ 0.9871	\$ 1.0167	\$ 1.0674	\$ 1.1800	\$ 1.1800	\$ 1.1900	\$ 1.4300
Service Charge (bimonthly)											
Commercial/Domestic 3/4"	\$	35.82	\$ 36.89	\$ 42.05	\$ 47.52	\$ 48.94	\$ 51.38	\$ 57.54	\$ 57.54	\$ 56.08	\$ 60.35
Commercial/Domestic 1"		54.50	56.13	63.98	72.30	74.46	78.18	87.29	87.29	91.33	94.69
Commercial/Domestic 1-1/2"		66.95	68.95	78.60	88.82	91.48	96.05	136.86	136.86	150.08	151.92
Commercial/Domestic 2"		129.20	133.07	151.69	171.41	176.55	185.37	196.35	196.35	220.58	220.60
Commercial/Domestic 3"		203.91	210.02	239.42	270.54	278.65	292.58	384.74	384.74	443.82	438.07
Commercial/Domestic 4"		403.13	415.22	473.35	534.89	550.93	578.47	662.36	662.36	773.14	758.81
Irrigation 3/4"		35.82	36.89	42.05	47.52	48.94	51.38	57.54	57.54	56.08	60.35
Irrigation 1"		54.50	56.13	63.98	72.30	74.46	78.18	87.29	87.29	91.33	94.69
Irrigation 1-1/2"		66.95	68.95	78.60	88.82	91.48	96.05	136.86	136.86	150.08	151.92
Irrigation 2"		129.20	133.07	151.69	171.41	176.55	185.37	196.35	196.35	220.58	220.60
Irrigation 3"		203.91	210.02	239.42	270.54	278.65	292.58	384.74	384.74	443.82	438.07
Irrigation 4"		403.13	415.22	473.35	534.89	550.93	578.47	662.36	662.36	773.14	758.81

Notes:

(2) The District abolished its tiered consumption charge beginning in 2014.

Source:

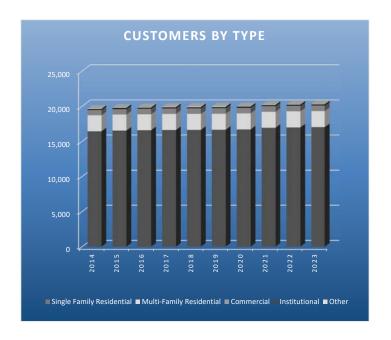
District Administrative Services Department

⁽¹⁾ The District completed the migration of Flat-Rate customers to meters in Fiscal Year 2012, and the Flat-Rate was eliminated for Fiscal Year 2013.

Customers by Type

Last Ten Fiscal Years Schedule 6

Finant	Oinele Famile	Model Familia				
Fiscal Year	Single Family Residential	Multi-Family Residential	Commercial	Institutional	Other	Total
2014	16,425	2,280	771	118	51	19,645
2015	16,527	2,285	785	130	58	19,785
2016	16,576	2,283	802	131	59	19,851
2017	16,615	2,284	807	132	64	19,902
2018	16,627	2,284	807	132	61	19,911
2019	16,645	2,286	810	132	64	19,937
2020	16,691	2,288	809	132	38	19,958
2021	16,922	2,289	812	133	45	20,201
2022	16,978	2,289	807	133	44	20,251
2023	17,013	2,291	809	133	43	20,289



Source: District Administrative Services Department District Water Efficiency Department

Principal Customers

Current Fiscal Year and Ten Years Ago Schedule 7

	2023				
Customer	Billed	Percentage			
	Units (ccf's)	of Total			
San Juan Unified School Distri	100,925	2.21%			
Sunrise Recreation Park Dist	92,737	2.03%			
JMK Investments	77,302	1.70%			
JRK Investors	50,851	1.12%			
Mt Vernon Memorial Park	39,063	0.86%			
Conference Claimants Endowment	28,939	0.58%			
Wedgewood Commons Apts LLC	26,274	0.63%			
City of Citrus Heights	26,160	0.57%			
Salishan Apartments	23,722	0.54%			
Knaggs Meadows LLC	21,588	0.51%			
Total Billed Units: Principal customers	487,561	10.76%			
Total Billed Units	4,560,425	100.00%			

	2013				
Customer	Billed	Percentage			
	Units (ccf's)	of Total			
San Juan Unified School Distri	123,462	2.02%			
Sunrise Recreation Park Dist	90,650	1.49%			
JMK Investments	80,262	1.32%			
JRK Investors	67,255	1.10%			
Mt Vernon Memorial Park	39,728	0.65%			
Conference Claimants Endowment	36,618	0.60%			
Wedgewood Commons Apts LLC	34,940	0.57%			
City of Citrus Heights	33,047	0.54%			
Salishan Apartments	30,134	0.49%			
Knaggs Meadows LLC	27,235	0.45%			
Total Billed Units: Principal customers	563,331	9.24%			
	·				
Total Billed Units	6,099,109	100.00%			

Source:

District Administrative Services Department

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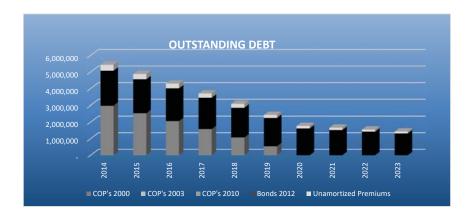
Ratios of Outstanding Debt by Type

Last Ten Fiscal Years Schedule 8

	Certificates	Certificates	Certificates	Refunding			Total	
Fiscal	of Participation	of Participation	of Participation	Revenue Bonds	Unamortized Premiums	Total	No. of Connections	Debt Per Capita
Year	2000 ⁽¹⁾	2003 ⁽²⁾	2010 ⁽³⁾	2012 ⁽⁴⁾		Debt	(5)	(Rounded) ⁽⁵⁾
2014	-	-	2,980,000	2,095,000	357,305	5,432,305	19,645	276.52
2015	-	-	2,530,000	2,025,000	322,486	4,877,486	19,785	246.52
2016	-	-	2,060,000	1,950,000	287,666	4,297,666	19,851	216.50
2017	-	-	1,575,000	1,870,000	252,847	3,697,847	19,902	185.80
2018	-	-	1,070,000	1,790,000	218,027	3,078,027	19,911	154.59
2019	-	-	545,000	1,705,000	183,208	2,433,208	19,937	122.04
2020	-	-	-	1,615,000	153,751	1,768,751	19,958	88.62
2021	-	-	-	1,520,000	140,381	1,660,381	20,201	82.19
2022	-	-	-	1,420,000	127,011	1,547,011	20,251	76.39
2023	-	-	-	1,315,000	113,641	1,428,641	20,289	70.41

Notes:

- (1) In October 2000, the District issued \$7,900,000 of Certificates of Participation, Series 2000 to finance the cost of capital improvement
- (2) In December 2003, the District issued \$2,915,000 of Certificates of Participation, Series 2003 to finance the cost of capital improvement
- (3) In September 2010, the District issued \$5,155,000 of Revenue Certificates of Participation, Series 2010 to retire the outstanding 2000 Certificates of Participation.
- (4) In April 2012, the District issued \$2,275,000 of Revenue Refunding Bonds, Series 2012 to retire the outstanding 2003 Certificates of Pa

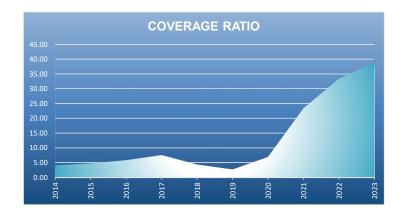


Source: District Administrative Services Department

Debt Coverage

Last Ten Fiscal Years Schedule 9

Fiscal Year	No	et Revenues	Operating	Ne	et Available		[Debt Service	,		Coverage
riscai Teai	IAE	et Revenues	Expenses		Revenues	Principal		Interest		Total	Ratio
2014	\$	11,328,895	\$ (8,362,101)	\$	2,966,794	530,000	\$	195,210	\$	725,210	4.09
2015		11,357,402	(8,122,001)		3,235,401	510,000		173,462		683,462	4.73
2016		13,190,694	(9,247,133)		3,943,561	520,000		155,214		675,214	5.84
2017		15,087,104	(9,879,662)		5,207,442	545,000		145,911		690,911	7.54
2018		15,037,889	(11,920,073)		3,117,816	565,000		147,540		712,540	4.38
2019		15,557,321	(13,666,214)		1,891,107	585,000		124,346		709,346	2.67
2020		19,290,417	(14,256,859)		5,033,558	635,000		95,741		730,741	6.89
2021		17,445,345	(13,480,543)		3,964,802	95,000		74,734		169,734	23.36
2022		19,411,034	(14,194,472)		5,216,562	100,000		55,981		155,981	33.44
2023		21,611,727	(15,570,838)		6,040,889	105,000		50,767		155,767	38.78



Source: District Administrative Services Department

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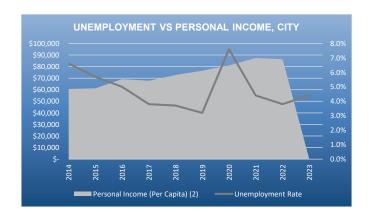
Demographics and Economic Statistics

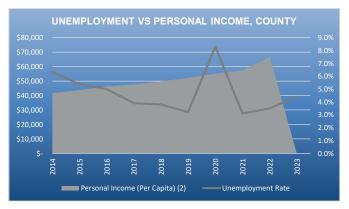
Last Ten Calendar Years Schedule 10

			City of Citrus Heights ⁽¹⁾			County of Sacramento ⁽¹⁾					
Fiscal Year	Total Number of Connections	Population ⁽³	Unemploy ment Rate	Personal Income (thousands of dollars) ⁽²⁾	Personal Income (Per Capita) ⁽²⁾	Population ⁽³⁾	Unemployment Rate	Personal Income (thousands of dollars) ⁽²⁾	Personal Income (Per Capita) ⁽²⁾		
2014	19,645	85,891	6.6%	5,212,811	60,691	1,478,137	6.3%	61,655,311	41,711		
2015	19,785	86,759	5.7%	5,308,263	61,184	1,496,644	5.4%	65,485,904	43,755		
2016	19,851	87,380	5.0%	6,043,288	69,161	1,514,460	5.0%	70,110,288	46,294		
2017	19,902	87,931	3.8%	5,952,753	67,698	1,530,615	3.9%	72,878,844	47,614		
2018	19,911	87,910	3.7%	6,388,859	72,675	1,540,975	3.8%	76,832,281	49,860		
2019	19,937	87,796	3.2%	6,710,775	76,436	1,552,058	3.2%	80,968,990	52,169		
2020	19,958	87,583	7.6%	7,102,719	81,097	1,559,146	8.3%	85,776,037	55,015		
2021	20,201	87,404	4.4%	7,640,071	87,411	1,585,055	3.1%	90,909,126	57,354		
2022	20,251	87,708	3.8%	7,581,480	86,440	1,576,639	3.5%	105,716,828	66,696		
2023	20,289	86,239	4.4%	n/a	n/a	1,578,938	4.4%	n/a	n/a		

Notes:

- (1) Demographic and economic statistics are provided for the City of Citrus Heights (City) and the County of Sacramento (County) because these statistics are not separatemly available for the District's service area. As the District is primarily comprised of some areas of the City, and unincorporated areas of the County, the District believes that data from the City and the County is representative of the conditions and experience of
- (2) Personal income and per capita personal income is not yet available for Fiscal Year 2023.
- (3) Population data is not yet available for Fiscal Year 2021.





Sources:

- U.S. Bureau of Economic Analysis
- U.S. Bureau of Labor Statistics
- U.S. Census Bureau

Principal Employers ⁽¹⁾

Current Fiscal Year and Ten Years Ago Schedule 12

2023								
Employer	Employees	Rank	Percentage of Employment					
Otata of Oalifamaia	440.040	4	45.000/					
State of California	113,610	1	15.89%					
UC Davis Health	16,075	2	1.90%					
County of Sacramento	13,611	3	1.66%					
Kaiser								
Permanente	11,856	4	2.25%					
United States Government	10,699	5	1.03%					
Sutter Health	10,129	6	1.50%					
Dignity Health	7,353	7	1.42%					
San Juan Unified School District	5,346	8	0.60%					
Intel	4,300	9	0.47%					
Los Rios Community College District	3,366	10	0.75%					
<u>Total</u>	196,345		<u>27.47%</u>					
Total County Employment	715,102		100.00%					

2013 ⁽²⁾								
Employer	Employees	Rank	Percentage of Employment					
State of California Kaiser Permanente	77,172 15,585	1 2	11.45% 2.31%					
UC Davis Health	14,510	3	2.15%					
Sacramento County Sutter Health	12,360 10,764	4 5	1.83% 1.60%					
Sutter Health Dignity Health	6,507 5,756	4 6	0.97% 0.85%					
Intel Corporation	6,000	5	0.89%					
Elk Grove Unified School District San Juan Unified School District	5,535 4,700	9 10	0.82% 0.70%					
<u>Total</u>	158,889		23.57%					
Total County Employment	673,727		100.00%					

Notes:

(1) Data is not separately available for the District's service area. As the District serves an area comprising, in large part, the City

Source:

Sacramento Business Journal U.S. Bureau of Labor Statistics

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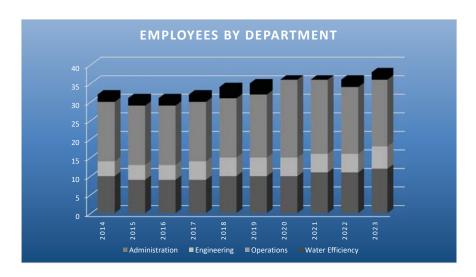
District Employees by Department

Last Ten Fiscal Years Schedule 11

Department	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Administration	10	9	9	9	10	10	10	11	11	12
Engineering	4	4	4	5	5	5	5	5	5	6
Operations	16	16	16	16	16	17	21	20	18	18
Water Efficiency	2	2	2	2	3	3	0	0	2	2
Total	32	31	31	32	34	35	36	36	36	38

Notes:

(1) The Water Efficiency department was reorganized as part of the Operations department in 2020.



Source: District Administrative Services Department

Other Operating and Capacity Indicators

Last Ten Fiscal Years Schedule 13

Fiscal Year	Total Connections	Total Annual Demand (Acre Feet)	Pipeline (mi)	Wells	Meters	Hydrants
2014	19,645	11,937.24	243.80	4	19,538	2,062
2015	19,785	9,973.47	245.56	4	19,594	2,087
2016	19,851	10,422.44	248.19	5	19,789	2,133
2017	19,902	11,014.52	249.31	6	19,912	2,160
2018	19,911	10,981.66	249.97	6	20,007	2,181
2019	19,937	11,001.23	250.26	6	20,043	2,368
2020	19,958	12,003.53	251.97	6	20,060	2,373
2021	20,201	11,505.25	252.57	6	20,282	2,367
2022	20,251	11,565.65	253.74	6	20,300	2,170
2023	20,289	10,843.34	254.91	6	20,329	2,190

Source:

District Administrative Services Department District Engineering Department District Water Efficiency Department



6230 Sylvan Road Citrus Heights, CA 95610

Citrus Heights Water District 916-725-6873 www.chwd.org Attachment 2
Report on Internal Control
and Required Communications
For the Year Ended December 31, 2023



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Members of the Board of Directors Citrus Heights Water District District of Citrus Heights, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Citrus Heights Water District (the "District"), as of and for the years ended December 31, 2023 and 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated August 21, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



203 N. Brea Blvd, Suite 203

Brea. CA 92821



To the Honorable Members of the Board of Directors Citrus Heights Water District District of Citrus Heights, California

Lance, Soll & Lunghard, LLP

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sacramento, California August 21, 2024

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 27, 2024 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE DISTRICT POLICY

UPDATES AND ADOPT RESOLUTION 09-2024 RELATING TO EMPLOYER-

EMPLOYEE ORGANIZATION RELATIONS.

STATUS : Action Item REPORT DATE : August 8, 2024

PREPARED BY : Teresa L. Highsmith, Special Counsel

Brittney Moore, Administrative Services Manager/ Chief Board Clerk

OBJECTIVE:

Consider approving updates to the District's Human Resources policies (4000 series) and adopting Resolution 09-2024 relating to Employer-Employee Organization Relations.

BACKGROUND AND ANALYSIS:

The Citrus Heights Water District's (CHWD or District) 2019 Strategic Plan established an objective to promote organizational effectiveness to enhance service levels to customers and staff. That objective included a Board-directed initiative to review and update the District's entire policy manual.

The Board of Directors approved a comprehensive update of the District's Human Resources Policies (4000 series) in August 2019. Since then, staff and legal counsel have conducted annual reviews to refine language, incorporate best practices, and ensure compliance with any statutory or legal changes.

SUMMARY OF EDITS TO 4000 SERIES

CHWD's human resources policies: 1) set expectations for employee performance and professionalism; 2) ensure consistent treatment of employees by managers and supervisors; 3) reduce employer's liability; and 4) help define and strengthen the organization's culture of performance and accountability.

Last year's human resources policy updates consisted mostly of language edits or further refinement to clarify existing policies; there was only one new policy proposed. This year's policy updates also consisted mostly of language edits or additional refinement to clarify existing policies. There are two new Policies proposed.

The edits to these policies appear in "redline" format as an attachment to this staff report. Below is a summary of the substantive policy edits. Grammatical edits and other minor corrections are not included in the summary below.

Policy 4001.40:

This is a new Policy entitled "Employee-Employer Relations Policy" which clarifies rules and regulations for the administration of the District's employer-employee relations, which was originally established through Resolution No. 10-2019 Employer-Employee Organization Relations, and adopted on August 21, 2019. The full Employer-Employee Relation Policy (EERP) has been added to the 4000 Series Policies Manual as attachment 4001.A14. Also, an updated Resolution 09-2024 Relating to Employer-Employee

Organization Relations (attachment 3) was drafted to further clarify the purpose of such policies and procedures.

Policy 4110.00:

This Policy, entitled "Hours of Work" is edited to clarify expectations related to scheduled work shifts.

Policy 4210.00:

This Policy, entitled "Health Insurance" was previously revised in January 2019, and the District's monthly contribution amounts were removed from the policy manual and added to a separate administrative procedure. As a best practice, staff is proposing to add the monthly coverage amounts back into the policy to comply with the existing language "monthly maximum periodically set by the Board." These amounts were previously approved by the Board budget process as part the cost of personnel compensation and benefits.

Policy 4220.00:

This Policy, entitled "Life Insurance" is edited to include the amount of life insurance provided for all Regular Full-Time employees. Coverage amounts were previously removed from Board approved policy in 2019 and managed through a separate administrative procedure. The current amount of life insurance provided for all Regular Full-Time employees is \$100,000 administered through Principal Life Insurance Company.

Due to an untimely death of a CHWD employee earlier this year, staff analyzed the current life insurance coverage and determined recent inflation and cost of living increases are requiring families to seek higher policy amounts. To mitigate potential financial burdens on families in the unexpected event of losing a loved one, staff is recommending the District increase its coverage for employees to \$250,000. The estimated cost increase to the District based on current insurance premiums and 38 full-time equivalent staff (FTE) is \$14,258.28 annually for the expanded coverage. As staff count and annual premiums increase, funding for the new coverage will be included in the District's budget.

Policy 4310.01:

This Policy, entitled "Accrual" is edited to add sick leave accrual parameters for part-time and temporary employees.

Policy 4311.01:

This Policy, entitled "Close Family Relative Defined" is edited to authorize the General Manager to authorize Compassionate Leave if an employee loses a family member who is not classified in the current policy's "Close Family Relative Defined" list.

Policy 4313.00:

This is a new Policy entitled "Leave for Reproductive Loss" which establishes leave rights for employees who experience a reproductive loss and is in compliance with Senate Bill (SB) 848, that took effect this year.

Policy 4511.03:

This Policy, entitled "Notification" is edited to include text message as a sufficient communication method for employees to notify their supervisor of lateness or absence.

Policy 4513.03:

This Policy, entitled "Disciplinary Procedures for Major Discipline" clarifies what information will be

included in a Notice of Proposed Discipline, the steps for reviewing an employee's response, and establishes the timeframe that an advisory written decision will be provided at the conclusion of an appeal hearing.

Policy 4901.02:

This Policy, entitled "Employee Meal Expenses" is edited to clarify when a District employee is eligible for a half-day or full-day event meal per diem.

Policy 4940.00:

This Policy, entitled "Reasonable Suspicion Alcohol and Drug Testing Procedures" is edited to clarify when an employee may be subject to an adverse employment action if a District-required drug screening test has found the person to have non-psychoactive cannabis metabolites in their system.

Policy 4101.A2.05:

This Policy, entitled "Personal Cellular Telephone Reimbursement" is edited to authorize the General Manager to authorize a Personal Cellular Telephone Reimbursement for non-exempt employees when business needs arise.

RECOMMENDATIONS:

- 1. Approve an increase to Life Insurance Coverage for employees from \$100k to \$250k.
- 2. Approve updates to the District's Human Resources Policies (4000 Series)
- 3. Adopt Resolution 09-2024 Relating to Employer-Employee Organization Relations

ATTACHMENTS:

- 1. Red-lined Version of Human Resources Policies Updates (4000 series) with New Edits
- 2. Clean Version of Human Resources Policies Updates (4000 series) with New Edits
- 3. Resolution 09-2024 Relating to Employer-Employee Organization Relations

Moved by Director,	, Seconded by Director,	Carried

ATTACHMENT 1

Red-lined Version of Human Resources Polices Update (4000 series) with New Edits

CITRUS HEIGHTS WATER DISTRICT HUMAN RESOURCES POLICIES MANUAL

4001.00 EMPLOYMENT STATUS DEFINITIONS

4001.01 Regular Employees

Employees holding a regularly-authorized District position who have completed any applicable probationary period. Regular employees may be full-time (budgeted to work 2,080 hours in a year) or part-time (budgeted to work at least 1,040 hours but less than 2,080 in a year). At the discretion of the General Manager, employment as a Regular Employee may or may not be subject to an Employment Agreement. If subject to an Employment Agreement, the nature, duration and conditions of employment will be established in writing at the onset of employment. Regular employees may be Fair Labor Standards Act (FLSA) exempt (paid on a salaried basis and not eligible for overtime compensation) or non-exempt (paid on an hourly basis and eligible for overtime compensation).

Unless otherwise designated as "at will" at the time of appointment or in an applicable Employment Agreement, a regular employee may only be terminated or disciplined for cause.

4001.02 <u>Temporary Employees</u>

Employees hired to work fewer than 1,040 hours in a year or employees, often recruited and placed through a temporary agency, who work on a temporary basis for the District. The nature, duration, and conditions of employment will be established in writing at the onset of employment. Temporary Employees will not be eligible for benefits that accrue to Regular Employees, including vacation time, sick leave, or holidays except as required by law. Compensation shall be on an hourly basis.

4001.03 Special Employment Categories

Employees hired for a special purpose or duration to meet a particular District need are "special employees" and may include: (a) provisional employees – those who meet the minimum qualifications for a regular position and who are appointed on an interim basis of at least two weeks' duration to fill a vacancy until such position is filled; (b) specially- funded employees – those working in a full- or part-time capacity but in a limited term position funded by special, non-District revenues, or (c) interim employees— those existing employees who accept an interim promotional opportunity or a limited period of time, as specified in an employment agreement. "Interim employees" may be promoted into the regular position at the discretion of the General Manager upon completion of the applicable probationary period. Special employees are not eligible for benefits that accrue to regular employees except as required by law or as

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otherwise specified in writing at the time of appointment to a special employment category.

4001.04 Non-Employee Services

The District may occasionally obtain services from external sources that are true independent contractors (e.g. law firms, engineering firms, environmental consulting firms, and the like.) Such arrangements will be made in writing and must be executed by the Board of Directors or the General Manager (or designee).

4001.06 Rehired Employees

Employees rehired after leaving employment with the District may be subject to employment at the discretion of the District. The nature, duration and conditions of employment will be established in writing at the onset of employment.

The ability to rehire California Public Employees' Retirement System (CalPERS) retirees is subject to the restrictions and guidelines set forth by the Public Employee's Retirement Law (PERL).

When an employee is rehired, his/her duration of District employment (see Policy 4050) shall not include any period of time while not a District employee (e.g. gaps in District Employment).

4001.20 Employment Agreements

The District will enter into an Employment Agreement with the General Manager (who is a direct report to the District Board) and such agreement will be approved and executed by the District Board and the General Manager employee. The District may also, at the discretion of the General Manager, employ persons who report to the General Manager to work for the District under a written Employment Agreement, which shall be signed by the General Manager and by the employee. The Employment Agreement shall specify the terms and conditions of the relationship between the District and the employee, and may include terms and conditions of employment that differ from those of other District employees.

4001.30 General Manager

The General Manager is the head of the District's personnel system and all operational departments. Where the term "General Manager" is used throughout the Human Resources policies in the District's Policies and Procedures manuals, as well as accompanying Administrative Procedures, the term shall mean the General Manager or designee(s).

4001.4005 Employee-Employer Relations Policy

The District has adopted an Employee-Employer Relations Policy (EERP), in accordance with Government Code Section 3507 which empowers the District to adopt

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reasonable rules and regulations for the administration of employer-employee relations. A copy of this EERP is attached as Attachment 4001.450 A-14.

4005.00 PROBATIONARY PERIOD DEFINED

A working test period of 12 months during which an employee is required to demonstrate his/her fitness for the duties to which he/she is appointed by actual performance of the duties of the position.

4005.01 Objective of Probationary Period/Positions Covered

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his/her position. All employees appointed to District positions that are not "for causeat will" positions must successfully complete a probationary period.

4005.02 <u>Probationary Periods/Appointments to Positions</u>

All original employee appointments shall be subject to a probationary period of no less than twelve months of actual service, and service and may be extended an additional 90 days at the discretion of the General Manager. All promotional or lateral appointments shall be subject to a probationary period of six months, which may be extended an additional six months at the discretion of the General Manager. If a probationary employee's probationary period is extended, the employee shall be given written notice of the extension prior to the expiration of the probationary period.

4005.03 <u>Extension of Probationary Period For Absences From Work</u>

Absences from work for ten (10) or more work days during the probationary period, regardless of the reason or cause for the absence, shall automatically, and without further notice provided to the employee, cause the probationary period to be extended by the total number of calendar days of the absence. Approved vacation leave absences will not be considered for purposes of this section.

4005.04 Rejection from Probation

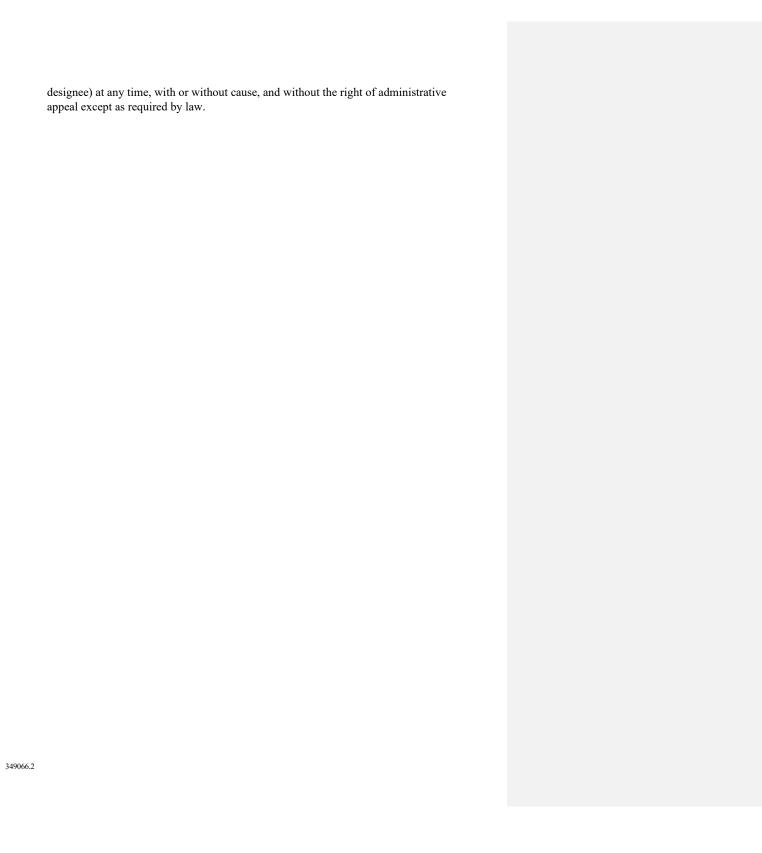
During the probationary period, an employee's District employment in that position is "at will," and he or she may be rejected at any time without cause and without the right of appeal. The probationary employee who is rejected will be notified in writing that he or she has not successfully completed the probationary period. If the rejection occurs during the original probationary period, the employee shall be discharged from employment. A "for cause" n employee who has previously completed an original probationary period, and who is rejected during a promotional or lateral probationary period, shall be reinstated to the employee's immediately former position unless he/she is rejected for a reason which would have constituted cause for the employee's discharge from the former position.

4005.05 Rejection of Probationary Employee

During a probationary period an employee may be rejected by the General Manager (or

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4010.00 RECRUITING AND SELECTION

The following provisions apply to the recruitment and selection of Regular Employees. When such a personnel vacancy occurs, the General Manager will conduct a recruitment and selection program to identify and choose the most qualified individual for the position. The Board of Directors shall determine the procedures to be followed for recruitment and selection of the General Manager.

4010.01 Procedure

The following steps govern the recruiting and selection process:

- A. The District generally supports the practice of promoting from within. It also believes that employees have the primary responsibility for their own career development. To assist in both of these processes, any current employee has the opportunity to apply for any position the District may post.
- B. Upon the authorization of the General Manager, the District may waive the outside recruiting process on a case-by-case basis if it is determined to be in the best interest of the District to consider only internal candidates for the vacancy.
- C. Regular positions with the District generally will be subject to a competitive recruitment process, either as an internal or an external recruitment, as determined in the discretion of the General Manager. Vacancies will be advertised in the appropriate medium(s) in hard copy or electronic versions, at the discretion of the General Manager, as needed to ensure a sufficient pool of qualified applicants. Liberal use of low-cost, widely disseminated electronic resources and social media is encouraged as appropriate, in order to reach a broad and diverse candidate pool. Recruiting sources could also include local or regional newspapers, posting on the internet and/or District web site, professional journals, trade publications and/or public sector job recruitment bulletins. A period of time for accepting applications will be established that will be sufficient for interested persons from outside the District organization to obtain and submit applications for vacancies when they occur.
- D. Incoming applications or resumes will be screened to identify qualified candidates. For positions below the General Manager, screening will be done by the General Manager or designee(s). The Board will establish any applicable screening process for candidates applying for the General Manager position.
- E. Screening interviews will be conducted. Interview panel composition will vary based on the needs of the position and circumstances, and

- they may include evaluator(s) from outside of the District (e.g., management or supervisory employees from other public agencies) to ensure the impartiality of the evaluation process.
- F. Once a candidate is selected, a conditional written offer will be made that identifies the position title, starting compensation, and other information about various terms and conditions of employment. Such offer will be conditioned on passing a reference and appropriate background check, as well as any applicable medical evaluation and drug/alcohol test. No candidate shall begin employment at the District prior to successful completion of the offer conditions.
- G. Once a candidate has successfully passed all of the conditional offer conditions, arrangements for a start date of employment will be made.
- H. Pre-employment medical screenings and applicable drug/alcohol testing will be at the District's expense by a physician or testing facility designated by the District. Final offers of employment are contingent upon the results of this examination.
 - Effective January 1, 2024, pre-employment drug testing which includes screening for cannabis may only test for the presence of THC in the individual's bodily fluids, and fluids and may not include any test for non-psychoactive cannabis metabolites. These limitations do not apply to positions that require a federal government background or security clearance, such as for employees who are required to participate in the District's "Federally Mandated Commercial Drivers License Holders Drug/Alcohol Testing Education Program."
- I. Candidates who are conditionally offered employment must consent in writing to an Employment Background Investigation. This investigation will be at the District's expense by an investigator designated by the District and may include one or more of the following investigations: criminal court records; department of motor vehicles records; social security verification report; civil court index check; individual consumer credit check; bankruptcies, tax liens and judgments; sex offender registry; education and credential verification; employment verification; professional references; and workers' compensation history. Final offers of employment are contingent upon the results of this investigation.
- J. All employees must complete the Employment Verification Form I-9 issued by the Immigration and Naturalization Service and provide appropriate documentation of eligibility to work in the U.S.

4010.02 Notice

The General Manager shall notify the Board of Directors, via written or verbal notice, of all new employees, appointees or promotions at the next Regular Meeting of the Board of Directors.

4011.00 EQUAL OPPORTUNITY

The District is committed to equal opportunity with respect to all employees and applicants for employment. The District hires and treats employees without regard to race, color, creed, religion, national origin, ancestry, sex (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or expression, age, marital status, citizenship status, and status with regard to public assistance, physical or mental disability, medical condition, genetic information, veteran status, political affiliation, reproductive health decision, or other basis protected by law. The District may make employment decisions on the basis of bona fide qualifications as permitted by law.

The District's human resources policies, including promotion, transfer, compensation, employee benefits, reassignment, layoff or termination of employment, training and development, and discipline will be administered in accordance with this Policy.

Any employee with a question or problem in the equal opportunity area should bring the question or problem to the attention of the General Manager or the General Counsel.

4012.00 EMPLOYMENT OF RELATIVES

The District reserves the right, in some situations and business requirements, to prohibit employment of close relatives in any circumstances where there is actual or potential adverse impact on supervision, safety, security, efficiency or morale. Some such circumstances would include employment of relatives within a direct management reporting chain or any other circumstances of shared supervision, shared job duties, or any other. The purpose of this policy is to promote public confidence in the integrity and efficiency of the District's forces, to promote consistent and equitable treatment of District employees, to prevent breaches in confidentiality, and to prevent favoritism and the perception of favoritism.

4012.01 <u>Close Relative Defined</u>

Close relatives include:

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Spouses* Mother-in-law* Parents Father-in-law* Brother-in-law* Children Brother Sister-in-law* Stepchildren* Sister Adopted Children Stepparents*

Grandparents Domestic Partner, as defined in Family Code section 297(b)* Aunts

Uncles 1st Cousins Romantic partner sharing_ Grandchildren employee's residence*

Guardians / Wards Children of a Domestic Partner, as defined in Family Code section 297(b), or of a romantic partner sharing employee's residence* Nieces Nephews

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Grandchildren
Guardians / Wards
Nieces
Nephews

emplovee's residence*

Children of a Domestic Partner, as defined in Family Code section 297(b), or of a romantic partner sharing employee's residence*

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*current and former

4012.02 Existing Employees

If District employees become Close Relatives after employment with the District, the District reserves the right to move or transfer one or both such Close Relative employees to eliminate actual or potential adverse impacts, as well as (in extreme circumstances) to terminate the employment of one or both Close Relative employees. Such action by the District shall be at the sole discretion of the General Manager or designee with respect to all positions below the General Manager. Such discretion shall reside solely with the Board of Directors where the General Manager is one of the Close Relative employees involved.

4013.00 <u>VOLUNTEER PROGRAM</u>

The Citrus Heights Water District has determined that the establishment of an unpaid Volunteer Program is an effective method of improving public service and participation by allowing interested individuals to volunteer their time, efforts and expertise to our organization. The specifics of the Volunteer Program shall be set forth in Administrative Procedure (AP4013) promulgated by the General Manager. The purpose of this policy is to establish guidelines for the use of volunteers in District programs and/or day-to-day operations and to specify the roles and responsibilities of those involved in the Volunteer Program.

The Volunteer Program shall not be used to reduce, eliminate or otherwise supplant any position or task provided by the District that is maintained by dedicated, paid personnel employed by the District. Under no circumstances will a volunteer be assigned or undertake emergency activities involving water system operations, including but not limited to activities that, by law, must be performed by a certified operator. That would include, but isn't limited to, any operation or repair of the District's Water Distribution or Water Treatment systems without the proper supervision of a properly certified operator employed by the District. All District volunteers will be subject to the conduct requirements applicable to District employees, including but not limited to the Standards of Conduct in Policy 4501 and the District's harassment and discrimination prevention policy in Policy 4512.

DISASTER SERVICE WORKER

In the event of a local, regional, state, or national emergency, all employees shall be required

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to report for work in accordance with District's emergency preparedness plans. Assigned duties may vary fro $\underline{\mathbf{m}}$ $\underline{\mathbf{m}}$

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normal duties. In such an emergency, provisions of these Rules may be expressly waived by action of the General Manager. Employees are required to perform duties as "disaster service workers" (DSW), and as such may be assigned by the District or its General Manager to fulfill emergency action needs outside the course and scope of their regular job duties. When serving as a DSW, an employee may also be directed to report to a different supervisor and/or to work at a different location than normal in order to fulfill the DSW role.

4020.00 RIGHTS AND RESPONSIBILITIES

4020.01 General Principles

These policies and procedures are not a contract with any employee, and the District reserves the right to change the contents at any time and without notice, at the discretion of the Board of Directors. To ensure that the District is able to carry out its statutory functions, mission, and responsibilities, the District is committed to the following general principles in personnel matters:

- Basing personnel actions on merit, operational needs and efficiencies, excellent service to customers, and organizational needs.
- 2) Prohibiting illegal discrimination and other inappropriate bias.
- 3) Ensuring and fostering a culture of excellence and accountability in performance.

4020.02 Personnel Matters

In terms of personnel matters, the Board of Directors shall be responsible for the selection, management, and direction of the General Manager and General Counsel, for setting policy for the organization and providing staff with appropriate direction to implement such policy. The General Manager shall be the chief personnel officer for the District responsible for the selection, management, and direction of the District's workforce. Throughout Division 4 of this District Policy and Procedures Manual, the term "General Manager" shall refer to the actual General Manager or designee.

4020.03 At-Will and "For Cause" Employment

"At-will" is an employment relationship in which either the District or the employee can end the employment relationship at any time, with or without cause or notice. Regular employees holding such positions will typically have an Employment Agreement with the District setting forth various terms and conditions of employment, however nothing in such agreement may alter the "at will" nature of their employment or guarantees any particular term of employment. Similarly, nothing in the District's policies and procedures shall be interpreted to modify or limit the employment-at-will relationship for such positions absent formal action by the District Board of Directors executed in writing.

For all Regular positions that are not designated as "at will," (typically these are positions below the Supervisor/Principal level of the organizational chart), employment with the district is "for cause" following successful completion of any applicable probationary ry

period. This means that such employees may only be disciplined or terminated "for cause" and subject to applicable due process set forth elsewhere in these Policies and Procedures (Policy 4513). A "for cause" employee's acceptance of a promotion or transfer to a higher level position that is "at will" shall automatically be deemed a waiver of all "for cause" and due process rights or procedures.

These policies and procedures are not a contract with any employee, and the District reserves the right to change the contents at any time and without notice, at the discretion of the Board of Directors.

4020.04 Review of Policy

All Human Resources Policies and Procedures will be reviewed and updated as frequently as evolving legal requirements may require. Further, the District shall endeavor to review and update its Human Resource Policies and Procedures approximately annually to ensure compliance with applicable law.

4040.00 PERSONNEL RECORDS AND PRIVACY

With regard to the collection, storage, dissemination and administration of information pertaining to employees, it is the District's policy to collect only information which the District needs to carry out valid responsibilities or that are otherwise required by law.

Access to personnel files is restricted to authorized employees of the District on a "need to know" basis and is typically restricted to the General Manager and designees regularly assigned to carry out various personnel duties and functions. Other employees may be granted access to personnel file materials at the direction of the General Manager in order to carry out specific authorized personnel functions and activities.

4040.10 Requests for Employee Information or Employment References

All requests for employee information shall be governed by applicable state or federal laws and shall be referred to the General Manager for handling.

Dates of employment (hire and/or rehire) and current job title of an employee and salary may be released to a third party without a signed request or signed consent of the employee. Release of other information requires a signed request, specifying the information desired, the party or parties to whom it may be released, and the signed consent of the employee. Other releases of personnel information will be made as required by law.

Except for authorized disclosure of information by the General Manager, neither District Board members nor District employees shall provide employment references on former employees or current employees without the employee's execution of a written District waiver and release.

4040.20 Review and Duplication of Personnel Records and Medical Records
In accordance with applicable provisions of law, employees may review the non—

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confidential portions of their own personnel records file upon reasonable notice to the General Manger at a mutually agreed-upon time. One copy of the documents from the employee's personnel records file and medical records file can be made for the employee for their own records at District expense. Generally applicable copying charges will apply to any additional copies requested.

4050.00 EMPLOYMENT DURATION

The duration of employment with Citrus Heights Water District for all Regular employees shall be calculated under the direction of the General Manager for the purposes of establishing insurance benefit eligibility, calculating benefit accruals and the determination of other Human Resources policy provisions.

4050.10 <u>Determination of Employment Duration</u>

Unless otherwise specified in other Human Resources policies, the following criteria are to be used in determining an employee's District employment duration.

4050.15 Hire Date

The Hire Date for employees shall be the first day of employment with the District as a Regular Employee of the District.

4050.20 Employment Duration: Regular Employees

The duration of District employment for Regular employees shall be the difference in years between the current calendar date and the Hire Date inclusive of employment duration inclusions and excluding employment duration exclusions as specified below.

4050.25 Employment Duration Inclusions

The following absences from the workplace are to be included in an employee's duration of District employment:

- Annual Leave
- Management Leave for Exempt Employees
- Compensatory Time Off (CTO)
- Administrative Leave
- Sick Leave
- Compassionate Leave
- Court Appearance
- Jury Service Leave
- Holidays
- Leave without Pay (the first five (5) days annually)

4050.26 <u>Employment Duration Exclusions</u>

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The following absences from the workplace are not to be included in an employee's duration of District employment, except as may otherwise be required by law:

- Personal Leave of Absence
- Layoff or Reduction of Work Force
- Break(s) in District Employment for Rehired Employees
- Leave without Pay (beginning with the sixth (6th) day annually)

4050.30 Employment Duration: Regular Part-Time Employees

The duration of District employment for Regular Part-Time employees shall be calculated based upon the number of cumulative hours paid as a Part-Time employee divided by 2,080 as expressed in years inclusive of employment duration inclusions and excluding employment duration exclusions as specified above.

4090.00 <u>JOB DESCRIPTIONS</u>

Job descriptions, including physical qualifications in compliance with state and federal law (e.g. the Americans with Disabilities Act (ADA), shall be developed and maintained for each job position.

Job descriptions shall be used in a variety of personnel-related issues and circumstances, including but not limited to organizational structure, employee recruitment and selection, performance appraisals, evaluation of accommodation requests, etc.

The statements and qualifications contained within a job description shall reflect general details as necessary to describe the principal function of a job, including but not limited to the essential duties and other responsibilities; physical capabilities; working conditions; licenses and certifications required; and the level of knowledge, abilities, and experience typically required, but should not be considered an all-inclusive listing of work requirements, which often evolve and change from time to time.

4090.10 <u>Job Description Development and Approval</u>

The Board of Directors shall act as the approval and revision body for budgeted positions set forth in the District's publicly-available pay schedule. The General Manager shall prescribe job classes and develop, approve, and amend as necessary all employee job descriptions consistent with the positions listed in District's publicly-available pay schedule.

4101.00 COMPENSATION/RECLASSIFICATION/POSITIONS

4101.10 Salaries

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It is the intent of the District, subject to applicable economic conditions, to provide employee compensation that is comparable, based upon experience, qualifications, skill set, and performance, with those of similar water utilities and public agencies in the Sacramento region. "Salary" as used in this policy is used in the generic sense to refer to compensation generally, which may be paid on an hourly or salaried basis.

4101.11 <u>Salary Ranges</u>

The salary and total compensation schedules of similar water utilities and public agencies in the Sacramento region may occasionally be used by the District, along with other information as available.

In determining salary ranges for District employment positions, the following criteria are expressed as goals for the District:

• The maximum salary for a particular salary range is to be established as the 100th percentile of the best matches of the maximum labor market salary adjusted for total compensation including benefits. This will be used to set the top step of the District's benchmark classification salary. Salary ranges for all regular employment positions with the District shall be established by action of the Board of Directors.

4101.12 Salary Survey

The District shall perform a total compensation survey at intervals of no more than three years to ensure that District salaries are consistent with the marketplace.

The information resulting from a total compensation survey will be considered by the District in making amendments to the District's Salary Schedule.

- In the event that a District salary range or ranges are determined to be below the
 marketplace for an employment position or positions, the Salary Schedule may be
 amended to reflect a changed increase to the range. Changes to employee
 compensation within the new range, shall be determined by the General Manager and
 may be implemented over time subject to the provision of budgeted funds.
- In the event that a District salary range or ranges are determined to be above the marketplace for an employment position or positions, the Salary Schedule may be amended to reflect a changed decrease to the range. Such a decrease to the range will typically not change an employee's salary except as otherwise determined by the Board of Directors. In the event that an employee's base salary is above the salary range as a result of a decrease to the range, said employee's salary will typically remain frozen (i.e. Y Rated), with no merit or COLA increases, until such time as the salary range is further amended, either due to COLA adjustments, subsequent total compensation surveys or action by the Board of Directors, such that said employee's salary is then within the salary range for the employment position.

4101.13 <u>Salary Schedule</u>

The Salary Schedule may only be amended by action of the Board of Directors. Employees should refer to the current Salary Schedule for further information.

4101.14 Salary Adjustments

Adjustments in salary for employees other than the General Manager, other than salary cost-of-living (COLA) adjustments provided pursuant to Policy 4102, within salary ranges adopted in the Salary Schedule may be considered and authorized by the General Manager.

An adjustment in salary for the General Manager, other than salary cost-of-living (COLA) adjustments provided pursuant to Policy 4102, within salary ranges adopted in the Salary Schedule shall be considered and authorized only by the Board of Directors.

4101.15 Reclassification

When changes in job duties, surveys or other data show that a position requires modification, the duties and responsibilities contained in the job description will be reviewed to determine whether reclassification is appropriate. Reclassification of a job may, but will not necessarily, increase or decrease an employee's rate of pay. In the event that a position classification has to be changed to a classification with a lower base salary range, the General Manager will determine if the employee's pay rate will be reduced. If the employee's pay rate is not reduced, the pay rate will remain frozen (i.e. Y Rated), with no merit or COLA increases, until the Salary Schedule is modified such that an increase may be considered.

4101.20 Other Compensation

In addition to salaried compensation provided to employees, other compensation may be provided as approved from time to time by the Board of Directors, and is listed in the Other Compensation Schedule.

4101.25 <u>Positions</u>

The positions listed in the District's current Salary Schedule are those for which the District maintains a current job description and salary range. Filling of the positions is dependent upon the needed skills and training necessary for the District to efficiently carry out its mission. Employment of any person or persons in any of the positions noted is further dependent on the Board of Directors appropriation of funds through the District's budget process or by other Board-approved means. All listed positions need not necessarily be filled.

The orderly grouping of various functional positions is intended to be indicative of a typical career path that an employee could foresee based upon one's growth in areas such as but not limited to knowledge, training, education, accountability, responsibility, and employee supervision.

Temporary workers, which are not considered part of the District's regular work force may be hired from independent employment services at the discretion of the General

Manager within authorized budget amounts.

4101.26 Expansion of Work Force

Expansion of the District's regular work force to include positions in excess of the organizational structure and chart shall require approval by the Board of Directors.

4102.00 SALARY COST OF LIVING ADJUSTMENTS (COLA)

The Cost of Living Adjustment (COLA) is reviewed on an annual basis by the General Manager. Any recommendations for COLA adjustments are then submitted to the District's Board of Directors for review and potential approval, subject to its sole discretion and assessment of the District's then-current financial circumstances. Factors which the District Board of Directors will consider in determining whether to approve a COLA adjustment include, but are not limited to:

- a. Wwhether District personnel compensation is currently at or above the 100th
 percentile for compensation when compared to similar water utilities and public
 agencies within the Sacramento region,
- Wwhether and to what extent an increase in personnel costs will impact the percentage
 of total proposed budget allocated for personnel costs, and
- c. Wwhether an increase and/or the amount of a potential increase in water rates will be required for the year in which the COLA is recommended or requested.

The Consumer Price Index for All Urban West Consumers (CPI-U), averaged over the first six months of the calendar year, is to be used as a guideline in determining the amount of a COLA; however, the Board has the sole discretion to approve a COLA (which may be less than the CPI-U), and no COLA shall exceed 5% regardless of the CPI-U. The current salary schedule will typically be reviewed in December; and the salary ranges amended by an approved COLA percentage shall be effective the first full pay period of January. Cost of Living Adjustments are to be applied regardless of position within a salary range.

Unless otherwise directed by the Board of Directors, individual employee salaries shall increase by the same percentage amount as the COLA adopted by the Board of Directors, but individual employee salaries will not be reduced by a decrease in the COLA.

4102.10 Salary Survey

In the event that the District's salary schedule is amended due to a salary survey (see Policy 4101), amendment of the current salary schedule by a COLA will not apply.

4102.20 <u>COLA for Reclassified Employees</u>

Salary Cost of Living Adjustments for employees that are reclassified are addressed in the District's Reclassification PAdministrative Procedures, oliey (see Policy 4130).

4102.30 No COLA for Part-Time and Temporary Employees

Hourly wage rates for Part-Time Employees and Temporary Employees hired directly by

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4103.00 SALARY MERIT ADJUSTMENTS

Salary adjustments within the salary range for a particular job title shall be based upon the eligible employee's performance evaluation and any applicable criteria established by the General Manager by Administrative Procedure. No employee whose overall performance evaluation rating is below "meets expectations plus" will be eligible for a merit adjustment in that rating year. Said adjustments shall be determined by the General Manager within the budget established and approved by the Board of Directors.

Salary adjustments tied to the employee's performance evaluation constitute a "Pay for Performance" system where an overall rating of "meets expectations plus" constitutes "superior" performance. For example, a rating of "unsatisfactory,; "needs improvement" or "meets expectations" is not eligible for a merit adjustment; ratings of "meets expectations plus," "commendable," "commendable plus" and "exceptional" are eligible to receive a percentage of increase determined by the General Manager in accordance with the budget established and approved by the Board of Directors for this purpose. Salary adjustments for the General Manager shall require approval by the Board of Directors

Merit adjustments, when earned through performance, adjust the base compensation of the employee, as reflected in the publicly-available pay schedule, and therefore are considered pensionable compensation.

An employee who receives a "merit adjustment" may also qualify for <u>aan</u> employee incentive award through the District's annual Employee Recognition and Rewards Program, as set forth in Policy 4105 below.

4103.10 Extended Range Merit Adjustment At Top of Classification Range

Subject to its assessment of the District's financial circumstances and budgetary approval, the Board of Directors shall annually establish the District's publicly-available salary ranges for each regular, full-time classification other than the General Manager with a minimum salary, a maximum salary that equates to the top base step for each range, and an "extended range" that is no more than percent (5%) above the control point.

An employee who has, through merit adjustments, reached the top of the employee's salary range (i.e. the maximum salary) is eligible annually to earn "extended range" merit performance pay of 1-5% for the coming year in accordance with the ratings received in the employee's annual performance evaluation for the prior year. This percentage shall be set by and at the discretion of the General Manager (and for employees subordinate to Department Directors, the General Manager shall consult with the applicable Department Directors to establish the appropriate percentage.)

At the end of each evaluation year, the base salary for any employee who has been receiving "extended range" merit pay shall automatically revert back to the maximum salary level. If the employee's performance ratings for that year again qualify for

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"extended range" merit pay, a new corresponding percentage will be set and implemented for the coming year.

No employee who receives a rating in any evaluation category below "meets expectations plus" shall be eligible for "extended range" merit performance pay.

In no case may an employee's salary exceed the extended range established for that classification as set forth on the Board-approved, publicly-available pay schedule.

4105.00 EMPLOYEE RECOGNITION AND REWARDS PROGRAM

The District's employees are one of its most valuable assets. The District affirms its desire to employ highly skilled and motivated employees in order to provide the highest level of service within its own work force, to its customers and to the community. In order to acknowledge those employees that go above and beyond everyday expectations in their duties, the District will develop and maintain an Employee Recognition and Rewards Program, the details of which shall be set forth in applicable Administrative Procedure implemented by the General Manager. The Board of Directors shall maintain discretion to approve funds designated for use in the Program. Employee incentive awards through the Program coincide with the annual performance rating of the employee and are in addition to any applicable merit adjustment pursuant to Policy 4103 above. Employee incentive awards are only available for employees who are rated "meets expectations plus" or above; incentive awards are tied to the performance rating, where the maximum rating of "excellent" may receive an incentive award of up to 5% of the Employee's existing annual salary. For example, and dependent on District Board approval of funds for use in the annual Program, the following Employee incentive awards may be earned by Employees who exceed performance expectations: Incentive Award Range of 0-3% for Meets Expectations Plus; 0-3.5% for Commendable; 0-4% for Commendable Plus; and 0-5% for Excellent.

An employee incentive award earned through the Program is a one-time payment for the calendar year which does not increase the base compensation for PEPRA employees during that year, as set forth in the publicly-available pay schedule.

4110.00 HOURS OF WORK

District employees generally work an alternate "4-10" schedule in which employees work 10 hours per day on Monday through Thursday, defined as regular work days, unless otherwise prescribed by the General Manager.

Work hours and schedules will be determined by the General Manager to meet the customer service, operational, project management and administrative needs of the District and may be modified from time to time at the discretion of the General Manager. Employees shall be notified in writing of their typical work schedule. All employees are expected to arrive at work at the beginning of their scheduled shift and

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to remain at work until the end of their scheduled shift (apart from scheduled rest and meal breaks). Hourly non-exempt employees will not be paid for time they are not present at work. Regular tardiness and/or leaving work before the end of the scheduled shift may be cause for discipline up to and including termination.

Supervisors are responsible for ensuring that their subordinates arrive at work at the beginning of their scheduled shift and remain at work until the end of their scheduled shift (apart from scheduled rest and meal breaks).

Periodic or temporary variations to the typical work schedule may be authorized in writing by the General Manager.

Certain limited time near the end of a work day may be authorized by the department supervisor for the cleaning up and putting away of tools and equipment. Employees may also be authorized to use this time to clean.

The District looks unfavorably at any idle time and encourages all employees to use their own initiative in all situations, when not otherwise directed, to make productive efforts toward the betterment of the District. Any employee who believes he or she has exhausted available regularly- assigned work tasks must immediately seek direction from a supervisor to obtain additional assignments.

4111.00 <u>LUNCH AND REST PERIODS</u>

4111.10 <u>Lunch Period</u>

All non-exempt employees scheduled for more than a five (5) hour work day are eligible for a minimum thirty (30) minute unpaid lunch period during which the employee is relieved of duty. Scheduling of the lunch period will be at the discretion of the department director or supervisor, and the employee is responsible for taking the lunch period at the approved time. Lunch periods may exceed thirty (30) minutes in length at the discretion of the supervisor.

The lunch period is inclusive of travel time from and returning to the assigned work location.

Lunch periods are not paid work time. In situations authorized by the department director or supervisor for those lunches taken as part of a work or training activity, the time is deemed "hours worked" and paid in accordance with regular pay procedures.

4111.20 Rest Period

All non-exempt employees are eligible for a paid rest period not to exceed fifteen (15) minutes for each consecutive four (4) hour work period. Scheduling of the rest period will be at the discretion of the department director or supervisor.

The rest period is inclusive of travel time from and returning to the assigned work location.

4112.00 OVERTIME PAY

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District overtime pay policy will conform to the requirements of applicable law including the federal Fair Labor Standards Act. All "non-exempt" employees will be paid at one and one-half (1.50) times their regular rate of pay for hours worked in excess of forty (40) hours in a regular work week; at one and one-half (1.50) times their regular rate of pay for hours worked in excess of over ten (10) and up to twelve (12) hours a day; and at (2.00) times their regular rate of pay for hours worked in excess of twelve (12) hours in a day. A regular work week is defined as a seven-calendar-day period commencing at 12:00 a.m. each Monday and ending at 11:59 p.m. the following Sunday. Pay for non-exempt employees' work in excess of forty-eight (48) hourse.

in a regular work week will be at two (2.00) times their regular rate of pay. The District retains discretion to "flex" an employee's working hours within a single seven-day work period to reduce potential overtime costs.

Leave hours shall not be counted as hours worked for the purpose of qualifying for overtime pay except in circumstances where the employee works hours that require returning to work in an emergency situation, after being off duty on discretionary leave and where the emergency work hours are not a continuation of a regular work shift. Under these circumstances, when discretionary leave hours have been scheduled in advance (i.e. vacation or CTO) and are interrupted by an emergency call back, the leave hours within that work period may be counted as hours worked for the purpose of qualifying for overtime pay.

Employees are required to accurately report all hours worked, including overtime, on their timecards. Unauthorized or unreported overtime work is strictly prohibited. Employees may be subject to discipline for violations of this overtime policy. No overtime shall be recorded or reported for less than 8 minutes of work.

At a non-exempt employee's option, compensatory time-off (CTO) in lieu of overtime payments may be granted subject to a maximum CTO accrual (see Policy 4303).

4112.02 Holiday Overtime Pay

All non-exempt employees will be paid at two (2.00) times their regular rate of pay for hours worked on the day of a District observed holiday. All non-exempt employees will be paid at 2.5 times their regular rate of pay for hours worked in excess of 10 hours on the day of a District observed holiday. For a list of designated District holidays (see Policy 4350).

4112.03 <u>Paid Leave Following Extended Work Shifts</u>

In consideration of the safety and well-being of District employees, any employees, at the discretion of the General Manager's approval, may be granted authorized Leave-with-Pay on the work day that immediately follows a work shift that prevented the employee from having at least eight (8) non-working hours. The purpose of this provision is to ensure that District employees are not required to work when they are overly fatigued from working an overnight or extended shift and that employees are allowed non-working time off to rest without being required to use their Annual Leave, Compensatory Time-Off (CTO) or take Leave-without-Pay.

Upon returning to work after the prescribed eight (8) non-working hours, the employee may be granted a maximum Leave-with-Pay based upon the time difference to the nearest one-quarter hour between their typical work shift starting time and their actual return to work time. In the event that the employee works beyond their typical work shift ending time, the maximum Leave-with-Pay will be reduced by the time worked beyond the typical work shift ending time.

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4112.04 <u>Exempt Employees</u>

Exempt positions are those ineligible for overtime compensation according to applicable law. Such positions will be so designated in the applicable job description and/or Employment Agreement.

4112.50 Overtime Recruitment

Scheduled overtime or non-emergency response overtime work shall not be performed without the express prior approval of the General Manager. In unusual circumstances where the General Manager is unreachable, the highest ranking on-duty supervisor may approve such scheduled non-emergency overtime work. Emergencies requiring immediate response do not require prior approval. The procedure for staffing scheduled, non-emergency overtime shall be determined by the General Manager in an appropriate Administrative Procedure.

In an emergency situation (as determined by the General Manager), the General Manager retains the discretion to assign overtime (whether as a hold-over or call-back response) to the first available employees who possess the skill set necessary to address the emergency issue.

4113.00 PAYROLL

Payroll functions shall be performed under the direction of the General Manager.

4113.01 Payroll Period

The payroll period for payment of compensation due to employees shall be 14 calendar days in length. The payroll period shall end at 11:59 p.m. on the 14th calendar day following the beginning of the pay period.

4113.02 Payroll Withholding

The District will make payroll deductions as required by law for each employee. Deductions required by law may include, but are not limited to, Federal tax withholding, State tax withholding, Social Security and Medicare withholding. Deductions may also include garnishment of wages as ordered by a court of law or other entities as authorized by law. The District will also make payroll deductions as requested in writing by the employee for other programs or purposes approved by the District such as deferred compensation plans and supplemental insurance plans.

4113.03 Direct Deposit of Payroll Checks

The District may offer direct deposit of an employee's payroll check into the employees' personal financial account(s), subject to any requirements and/or limitations imposed by State or federal law, the District's payroll service vendor or the District. Enrollment in direct deposit shall be optional and at the sole discretion of each employee.

4113.10 <u>Non-Exempt Employee Time Sheets</u>

Formatted: Indent: Left: 0.56" Formatted: Indent: Left: 0.56" Formatted: Indent: Left: 0.56" Formatted: Indent: Left: 0.56" All District employees shall record their hours worked, contemporaneously with working the hours, on an Employee Time Sheet. Non-exempt full time employees must account for at least forty (40) hours per work week and shall record any applicable leave time utilized or overtime hours worked. At the District's discretion, non-exempt full time employees shall record the starting and ending time of each work day and meal period. The Time Sheet shall be submitted on a bi-weekly basis to an employee's supervisor or designee as soon as practicable following the end of the work week, typically prior to 9:00 a.m. on the Monday morning immediately following the end of the work week. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

Accuracy of time sheets is critically important, and all employees are to certify in writing that the hours appearing on their time sheet are a true and accurate record of the actual hours worked. Any employee with a question about how to accurately complete the time sheet should seek direction from the General Manager prior to certifying and submitting it. Any attempt to falsify or misrepresent hours worked on a time sheet is strictly prohibited and will subject an employee to disciplinary action. Each employee's time sheet shall be reviewed biweekly and approved in writing by their supervisor.

4113.11 <u>Time Sheets for Exempt Employees</u>

Time sheets for exempt employees shall be submitted to account for and track tasks performed and as a method of recording leave hours used. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

4113.12 Work Week

For purposes of completing time sheets and determining hours worked during a work week, the District's work week shall commence at 12:00 a.m. on Monday and end at 11:59 p.m. on the following Sunday.

4113.20 <u>Payday</u>

All employees will be paid on the Thursday following the end of each bi-weekly payroll period except when this date falls on a District holiday. When this occurs, payment will be made on the preceding business day whenever possible within the constraints of the payroll process. When making payment on the preceding business day is not possible, payment will be made on the first business day following the District holiday.

4113.21 Payment for Standby Duty and Standby Duty Overtime

The bi-weekly payroll covers Standby Duty and Standby Duty Overtime work performed through the completion of a weekly Standby Duty period ending on or before the end of the pay period. Standby Duty and accompanying overtime work completed after the close of the bi-weekly payroll period will be reported and paid as part of the next payroll period.

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Completion of a Weekly Standby Duty report by the Director of Operations or their designee shall serve as authorization for payment of Standby Duty and Standby Duty Overtime.

4113.30 Advances Prohibited

Employee payroll advances for hours not yet worked are prohibited.

4113.40 No Check Cashing

Cashing of personal or payroll checks by the District is prohibited.

4120.00 STANDBY DUTY

4120.01 <u>Assignment and Rotation of Standby Duty</u>

Regular employees with water distribution system operating experience and certification as a California State Water Distribution System Operator are eligible for water distribution system Standby Duty. Said water distribution system operating employees within the job classes of Expert/Specialist and Journey/Professional shall perform Standby Duty on a rotating basis subject to recommendation by the Director of Operations or designee and approval by the General Manager. In recommending/approving an employee for Standby Duty, the following items shall be required:

- 1. Knowledge of the operation and maintenance of the District's water distribution and transmission system.
- 2. Knowledge of District geography.
- 3. Knowledge of District policies and procedures.
- 4. Response time to the District property / service area.
 - a. Employees assigned to Standby Duty must reside within fifteentwenty (1520) miles of the District headquarters while performing Standby Duty.

The rotation schedule of employees eligible for Standby Duty shall be maintained and prepared at the direction of the General Manager. Assigned employees are responsible for their weekly duty as assigned, however, a substitute employee(s) from the ranks of those eligible is permitted, with the approval of the Director of Operations or designee, so long as there is no inconvenience to other employees or the District. The employee who was originally assigned to standby duty is ultimately responsible for their assigned week.

Standby Duty shall begin at 5:00 PM on Tuesday and shall end at 5:00 PM on the following Tuesday. Employees shall not perform Standby Duty for two (2) consecutive weeks unless approved by the Director of Operations or designee.

4120.02 <u>Duties</u>

The duties of the employee assigned to Standby Duty encompass responding, either by telephone or in person, to after-hour reports from customers or others of problems associated with District operations. Significant in this response is personal observation and analysis of failure or damage to the District's water transmission and distribution system. In analyzing the failure or damage, the Standby Duty person shall consider public safety, water quality, personal property, the integrity of the adjacent water distribution facilities and other related factors in determining the need to assemble additional District personnel to address the situation.

Selection and assembly of additional personnel to address an off-duty call-out situation shall be consistent with the District's Overtime Recruitment requirements.

An employee assigned to Standby Duty shall remain accessible at all times by a combination of an employee provided standard telephone and/or a District provided cellular telephone. The Standby Duty person shall not take part in repair activities if at all possible in order to remain accessible for subsequent responses to after-hour reports.

4120.03 Standby Duty Pay

Employees who are assigned to Standby Duty in a non-working status at their residence during off-duty hours shall be entitled to payment for Standby Duty in addition to their regular compensation and overtime pay as set forth in the "Other Compensation" schedule (see Policy 4101) per each Standby Duty assignment. Daily pay for Standby Duty, as set forth by the Board of Directors, may differentiate between regular work days, Friday, Saturday, Sunday, District Paid Furloughs, and holidays.

An employee who is assigned to Standby Duty during the time period from 6:30 AM to 5:00 PM on a District observed holiday (see Policy 4350) will be compensated for the day the holiday is observed by receiving District holiday Standby Duty pay (see Policy 4101) and will also receive ten (10) hours added to their Annual Leave accrual upon completion of their Standby Duty assignment.

4120.04 Vehicle and Equipment Use

Employees who are assigned to Standby Duty shall be provided with and use a District vehicle, in accordance with the District's vehicle policy, as designated by the Director of Operations or designee. Said vehicle shall be equipped with the necessary tools and equipment to enable the employee to properly carry out the tasks typically associated with Standby Duty. A check list of the tools and equipment necessary to perform Standby Duty shall be prepared by the Director of Operations or designee. Weekly, prior to occupying said District vehicle, the incoming Standby Duty employee shall confirm that all tools and equipment are secure and present in good working condition. On the last day of a Standby Duty assignment, the outgoing Standby Duty employee shall clean said vehicle inside and out at the beginning of the regular duty shift. Weekly, both the incoming and outgoing standby employees shall fill out the call truck list for tools and equipment.

Formatted: Indent: Left: 0.56" Formatted: Indent: Left: 0.58" Formatted: Indent: Left: 0.56" -The employee may, at his/her own risk and liability, store his/her personal vehicle at the District's corporation yard while using a District vehicle for the performance of Standby Duty. Relocation of a Standby Duty employee's personal vehicle to a location other than the District's corporation yard shall be the responsibility of the employee and shall be done outside of regular working hours without additional compensation.

4120.50 Call-Outs

4120.51 <u>Call-Out Reports</u>

A Call-Out Report must be completed by the Standby Duty employee for all calls received, whether or not it was necessary for the Standby Duty employee to respond in person to a call. The Call-Out Report will be prepared on the District-provided form and shall be delivered to an Operations Department supervisor at the beginning of the next regular work day.

All call-outs and overtime worked are to be reviewed by the Director of Operations prior to payment of overtime. The Director of Operations or designee shall prepare a weekly report quantifying Standby Duty Pay and Call-Out Pay. The Director of Operations shall maintain a historical file of Standby Duty and Call-Out Reports together with supporting documentation including, but not limited to, notification reports received from the District's answering service.

4120.60 <u>Call-Out Pay</u>

An employee shall receive overtime Call-Out Pay in addition to Standby Duty Pay for responding, either by telephone or in person, to after-hour reports from customers or others, of problems associated with District operations. No overtime shall be recorded or reported for less than 8 minutes of work, which shall be cumulatively applied for the Standby Duty week if the employee remains on standby duty.

4120.61 <u>Compensation Rate</u>

Call-Out Pay shall be at the appropriate overtime rate of hourly compensation with a one (1) hour minimum per call-out. An employee shall be compensated with Call-Out Pay whether the response is by telephone or in-person.

4120.62 Multiple Call-Outs

Whenever the same employee receives multiple call-outs within the same time period (i.e., before the employee returns to his / her residence from the first call-out), the employee shall not be entitled to additional pay except for time actually worked beyond the first call- out minimum.

4120.63 <u>Travel Allowance</u>

For purposes of determining hourly compensation for call-outs, travel time from the employee's residence to the reporting station and return to residence shall be included in the minimum pay period. However, travel time does not count as "hours worked" for purposes calculating any applicable overtime. An exception to this would be if the

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employee would be required to remain on duty until the start of the regularly scheduled shift when return travel time will not be paid.

4200.00 EMPLOYEE INSURANCE BENEFITS

4200.01 General

The District provides a variety of insurance coverages and benefits. The General Manager or those employees designated to regularly perform human resources duties are available to discuss and answer employee questions. It is the employee's responsibility to fill out claim forms and send them in for processing; however, the employee may obtain assistance from such personnel.

4200.10 Employee Benefits Statement

The General Manager shall oversee preparation and distribution of an annual summary statement of employee benefits and costs related thereto including the employee's utilization of the District's Education Assistance Program (see Human Resources Policy 4401) shall be provided to each employee in accordance with particular benefit plan requirements or by March 31 of each year.

4210.00 <u>HEALTH INSURANCE</u>

Regular employees working forty (40) or more hours per week, and their dependents, as defined in Section 4210.10 of this Policy, are covered by a group health insurance plan through the District. Group health insurance benefits for Regular part-time and other employees are provided as required by law.

Coverage begins on the first day of the month following an eligible employee's hire date and is paid by the District to a monthly maximum periodically set by the Board.

For employees who were hired on or prior to February 1, 2019 and have opted to keep the District's traditional health benefits (Tier 1) Western Health Advantage and Kaiser Gold Plans, the District will contribute up to \$2,000 monthly for an employee's health benefits premium.

Employees hired after February 1, 2019 are considered to have expanded benefits (Tier 2), and the District will cover up to the full premium of a Kaiser Platinum plan for employee + family. The premium for this plan will vary per employee, based upon the age and zip code of both the employee and dependents.

Monthly health insurance premium amounts for a covered employee that exceed this monthly maximum shall be paid by the employee in the form of a payroll deduction from each pay period. Covered employees shall also pay a contribution toward their health insurance coverage in accordance with the benefit program approved from time to time by the Board of Directors.

Employees are required to pay the following contribution towards their health insurance coverage:

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• Employee Only \$0

• Employee + one \$25 per pay period

• Employee + family \$50 per pay period

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Similarly, co-payments required by the approved benefit program shall be the full responsibility of the employee at time of service. Upon submission of a claim to a third-partythird-party administrator, eligible co-payments may be eligible for reimbursement through an approved District health savings or plan or reimbursement program. Employees should consult Human Resources or the Provider for details.

It is mandatory that each employee notify the General Manager whenever any additions or deletions occur in his/her dependent status.

Employees may elect not to enroll in a District-provided health insurance plan if they have qualifying health insurance coverage through a parent's, spouse's or a registered domestic partner's employer. If an employee elects not to enroll in the District-provided health insurance plan, the employee shall receive a payment of \$400.00 per month in lieu of health insurance enrollment. The payment shall be processed through the

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District's payroll, and is subject to all applicable federal, state and local withholdings. For non-exempt employees, this amount is also factored into the employee's "regular rate of pay" for purposes of overtime compensation calculations.

4210.01 COBRAobra

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires employers with at least twenty (20) employees to continue health care coverage for employees and/or eligible dependents, as defined in Section 4210.10 of this Policy, that lose coverage due to certain qualifying events. If an employee's group health benefits end due to specified qualifying events in compliance with federal law, the employee or dependent may elect to continue coverage under the District's health insurance plan for a limited period and at the employee's or dependent's expense as provided by federal and/or state law.

Covered employees or eligible dependents will be responsible for notifying the health insurance plan administrator of divorces, legal separations, or loss of dependent status. Individuals will have a limited period to elect to continue the health care coverage as provided by federal or state law.

Employees and dependents that qualify and wish to continue their health care coverage will receive notification of their COBRA rights from the District's third-party administrator and will receive the necessary information and forms to initiate the conversion process.

4210.10 Dependents

For the purpose of determining eligibility for group health insurance benefits, dependents shall be as established and defined by the group health insurance carrier or by state or federal law. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate etc.) may be required by carriers as a condition of providing dependent coverage

4210.11 Directors

Consistent with Section 2080.20 of the District's Board of Directors and Officers is pPoliciesy and as permitted by law, Directors may participate in the District's group health insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating in the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

4211.00 DENTAL INSURANCE

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The District provides group dental insurance for Regular employees whose positions are regularly scheduled to work 32 hours per week or more and their eligible dependents. Group dental insurance benefits for Part-Time employees are subject to the terms and conditions specified in the Offer Letter between the District and the Part-Time employee (see Policy 4001). Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4211.10 Dependents

For the purpose of determining eligibility for group dental insurance benefits, dependents shall be as established and defined by the group health insurance carrier. Carriers typically include spouses and children to a specified age as eligible dependents. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate, etc.) may be required by carriers as a condition of providing dependent coverage.

4211.11 <u>Directors</u>

Consistent with Section 2080.20 of the <u>District's Board of Director is pPoliciesy</u> and as permitted by law, Directors may participate in the District's group dental insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating in the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

4211.20 Policy Renewal

Renewal of the Dental Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

4212.00 VISION INSURANCE

The District provides group vision insurance for Regular employees whose positions are regularly scheduled to work thirty-two (32) hours per week or more and their eligible dependents. Group vision insurance benefits for Part-Time employees are subject to the terms and conditions specified in the Offer Letter between the District and the Part-Time employee (see Policy 4001). Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4212.10 Dependents

For the purpose of determining eligibility for group vision insurance benefits, dependents shall be as established and defined by the group health insurance carrier. Carriers typically include spouses and children to a specified age as eligible dependents. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate, etc.)

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may be required by carriers as a condition of providing dependent coverage.

42-12.11 <u>Directors</u>

Consistent with Section 2080.20 of the Board of Directoris pPoliciesy and as permitted by law, Directors may participate in the District's group vision insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating in the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

4212.20 Policy Renewal

Renewal of the Vision Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

4220.00 <u>LIFE INSURANCE</u>

Regular employees whose positions are regularly scheduled to work thirty-two (32) or more hours per week are covered by a group life insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board.

The amount of life insurance provided for all qualified employees is \$250,000.

All employees may purchase additional life insurance above that provided by the District. Said purchase shall be made by payroll deduction as coordinated through Human Resources.

Provision of this additional life insurance is subject to acceptance by the insurance company. No additional compensation will be provided in lieu of non-acceptance of coverage.

4220.20 Accidental Death and Dismemberment Insurance

Regular employees who work thirty-two (32) or more hours per week are covered by a group accidental death and dismemberment insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4220.30 Policy Renewal

Renewal of the Life Insurance and Accidental Death and Dismemberment Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

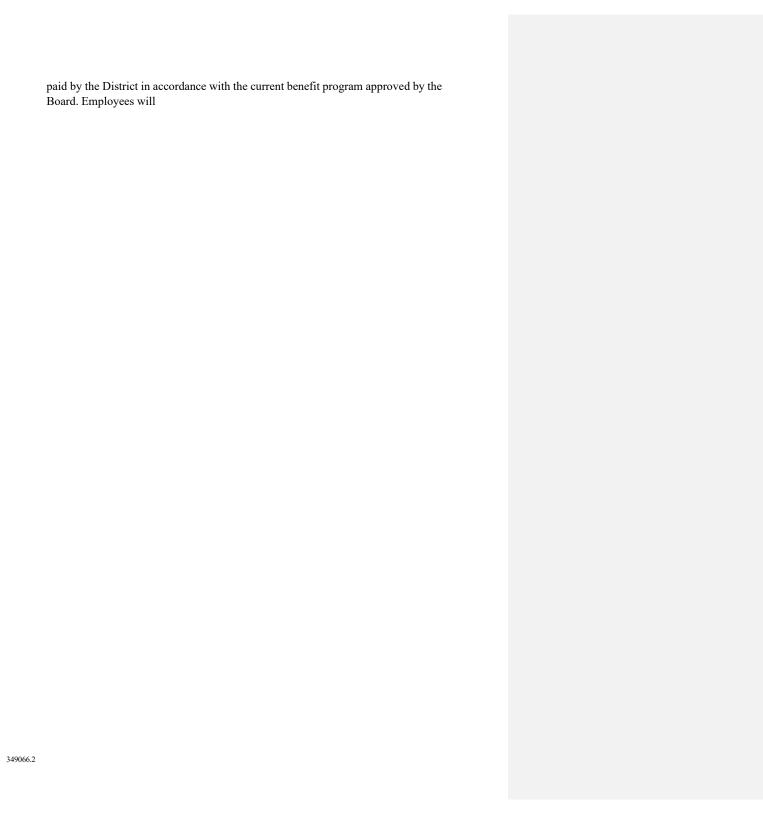
4222.00 DISABILITY INSURANCE

Regular employees whose positions are regularly scheduled to work thirty-two (32) or more hours per week are covered by a long term disability insurance plan. Premiums are

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be provided with a copy of the plan document that specifies the situations by which an employee is eligible and the method by which the exact benefit is calculated.

In general terms, the benefit of Long Term Disability (LTD) Insurance is to provide income protection if the employee becomes disabled from a covered sickness, accidental bodily injury or pregnancy. Coverage begins after a specified number of calendar days of continuous disability as provided in the policy. Any and all accrued Annual Leave, Management Leave, Compensatory Time Off (CTO), Sick Leave may be used during the initial period and may be integrated with the employee's Long Term Disability Insurance benefit after this period. At no time will the employee's gross earnings between any combinations of insurance or accrued benefit be greater than 100% of the employee's regular pay during a period of disability.

A physician statement certifying a disability is required to apply for Long Term Disability Insurance benefits. Forms for application are available from Human Resources.

An employee's Annual Leave and Sick Leave benefits will continue to accrue during the disability. The District will continue to pay the District portion of health, dental, vision, life, accidental death and dismemberment and long term disability insurance premiums (at the levels in place prior to the LTD insurance claim event) while an individual is receiving LTD benefits to the extent required by law or other District policy.

4222.10 Policy Renewal

Renewal of the Disability Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

4223.00 WORKERS' COMPENSATION INSURANCE

Any employee, director, or officer who is injured in the performance of assigned duties shall receive such medical examination, medical care, compensation and other benefits as are awarded under the workers' compensation laws of the California Labor Code and the District's Workers' Compensation Insurance Policy.

It is the employee's responsibility to immediately report all injuries, regardless of severity, as set forth in Policy 4703, Injury and Illness Reporting.

The District will coordinate Workers' Compensation Insurance benefits with Sick Leave benefits if the employee so elects. After Sick Leave benefits are exhausted, Annual Leave, Management Leave or Compensatory Time-Off (CTO) may be used. Any employee who is off work and receiving Workers' Compensation Insurance benefits may elect to continue receiving a regular salary from the District while using accrued Annual Leave, Management Leave, CTO and/or Sick Leave.

Employee Annual Leave, Management Leave and Sick Leave benefits will continue to accrue during the initial 45 calendar days of a work-incurred disability, plus one day for each day (or fraction thereof) worked on a Return to Work Program (See Policy 4730) work assignment, after

which they will cease accruing until the employee returns to unrestricted work duty. The District will continue to pay premiums for the group health, dental, vision, life, accidental death and dismemberment and long term disability insurance currently in force, up to the maximum dollar amount paid by the District while an individual is disabled and receiving Workers' Compensation Insurance benefits and on an approved Medical Leave of Absence. (see Policy 4331). The employee will be responsible for paying any premium amounts that exceed the maximum amounts paid by the District.

4223.10 Volunteer Workers

Pursuant to District Resolution 7-97 and Labor Code Section 3363.5, an unpaid person authorized to perform volunteer service for the District shall be deemed to be an employee of the District for the purposes of Workers' Compensation Insurance benefits provided for by law for any injury sustained by such person while engaged in the services of the District under the direction and control of the governing Board of the District or its designee.

4301.00 ANNUAL LEAVE

The District's Annual Leave benefit provides Regular employees with paid time off for personal purposes including but not limited to an annual vacation. Ownership of Annual Leave is vested with the employee. Throughout this Policy manual and accompanying Administrative Procedures, where the term "vacation" is used it is as a synonym for leave covered by the District's Annual Leave benefit.

The District encourages every Regular employee to take an annual vacation as paid timeoff away from work. An annual vacation is defined as a minimum of forty (40) work hours of annual leave taken as consecutive full days away from work, excluding weekends and holidays, on an approved Annual Leave.

For the purpose of calculating the duration of District employment to determine Annual Leave accrual rate, total employment by the District as a Regular employee will be the basis. Such employment need not be continuous.

4301.01 <u>Accrual</u>

For each Regular employee, Annual Leave shall be earned and accrued for each regular hour paid on the basis of the schedule below:

Schedule A: For employees hired prior to October 15, 2008

Duration of District Employment	Hours Accrued	Maximum Hours
at payroll anniversaryend of	Per Reg Hr Paid	Accrued Annually
<u>ealendar month</u>		
0.00 to 3.99 years	.04616	96
4.00 to 6.99 years	.05770	120
7.00 to 9.99 years	.06924	144
10.00 to 14.99 years	.08077	168
15.00 to 19.99 years	.09231	192
20.00 years or more	.10385	216

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Schedule B: For employees hired or re-hired on or after October 15, 2008

Duration of District Employment	Hours Accrued Per Reg Hr Paid	Maximum Hours Accrued Annually
at payroll anniversaryend of	rei Keg III raid	Accided Allitually
0.00 to 3.99 years	.04616	96
4.00 to 7.99 years	.05770	120
8.00 to 11.99 years	.06924	144
12.00 to 15.99 years	.08077	168
16.00 to 19.99 years	.09231	192
20.00 years or more	.10385	216

The Annual Leave accrual rate and determination of total District employment years for Regular employees shall be prorated in accordance with their regular scheduled hours (e.g. a 3/4 time employee will accrue at 3/4 the rates and maximums specified above). Annual leave accrues on a bi-weekly basis concurrent with employee's bi-weekly compensation schedule.

Employees shall continue to accrue Annual Leave while in a District-paid status on Annual Leave, Management Leave, Administrative Leave, Sick Leave and/or while using Compensatory Time-Off (CTO).

4301.02 Scheduling

Vacations and time-off must be scheduled by, and approved as far in advance as possible, by the employee's Direct Supervisor or their designee. Direct Supervisors or their designee will coordinate vacation schedules internally to minimize impact on the District's operation. Annual Leave scheduling will be at the discretion of the Direct Supervisor or their designee. In the absence of the employee's Direct Supervisor or their designee, the Department Director or the General Manager shall act as the approving authority.

While on Annual Leave if an employee exceeds his/her earned Annual Leave time, his/her Management Leave and Compensatory Time-Off balances will be debited. When the aforementioned leave resources are exhausted he/she shall be considered on an unpaid Personal Leave of Absence subject to the provisions of the Personal Leave of Absence Policy 4330.

4301.03 <u>Documentation</u>

- A leave request entered into the appropriate payroll system and approved is required for use of Annual Leave.
- B. The General Manager shall maintain records of Annual Leave balances, accruals and deductions. Employees shall be notified regularly of their Annual Leave balances through the District's payroll process.

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C. Annual Leave hours shall be deducted from an employee's total as used.

4301.04 Annual Leave Accrual and Payment

- A. Maximum Accrual. Employees are encouraged to take full use of their Annual Leave and avoid accumulations beyond 200 hours. Accumulations above 200 hours will be reduced to 200 hours based on the last payroll of October. Account balances in excess of 200 hours will be paid to the employee on a special payroll in November. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- B. Separation from Employment. If employment is terminated for any reason, accrued Annual Leave will be paid through the last full day of employment.
 Payment shall be made at the employee's then-current rate of pay. Employees may elect to receive payment for accrued Annual Leave at the time of temporary reduction of work force (see Human Resources Policy 4810).
- C. Employee Request for Payment in Lieu of Annual Leave. An employee may request payment once per year in accordance with the procedure set forth in the Administrative Procedures.

4302.00 MANAGEMENT LEAVE

In recognition of additional hours required due to working time necessary outside of regular working hours for exempt employees, as listed in Human Resources Policy 4112, Management Leave shall accrue for exempt employees and shall be credited independent of other Leaves. Ownership of Management Leave is vested with the employee.

4302.01 Accrual

Each exempt employee receives 80 hours of Management Leave on November 1st. New employees or newly promoted employees receive a prorated number of hours based on their start date for the exempt position.

4302.02 <u>Scheduling</u>

Time-off must be scheduled and approved as far in advance as possible by the General Manager. The General Manager will coordinate leave schedules internally to minimize impact on the District's operation. Scheduling will be at the discretion of the General Manager.

4302.03 <u>Documentation</u>

- A. A leave request entered into the appropriate payroll system and approved is required for use of Management Leave.
- B. The General Manager shall maintain records of Management Leave balances, accruals and deductions. Exempt employees shall be notified no less than biweekly of their Management Leave balance.

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C. Management Leave hours shall be deducted from an employee's total as used.

4302.04 Accrual and Payment of Management Leave

- A. Maximum Accrual. Employees are encouraged to take full use of their Management Leave and cannot have accumulations beyond 80 hours. Any accumulation of management leave hours will be reduced to 0 at the last full pay period of October, and the hours will be cashed out on a special payroll in November. Payment shall be made at the exempt employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- B. Separation from Employment. If employment is terminated for any reason, accrued Management Leave will be paid through the last full day of employment. Payment shall be made at the exempt employee's current rate of pay. Employees may elect to receive payment for accrued Management Leave at the time of a temporary reduction of work force (see Human Resources Policy 4810).
- C. Employee Request for Payment in Lieu of Management Leave. Once per calendar year, an employee can request payment in lieu of accrued Management Leave in accordance with the procedures and requirements set forth in Administrative Procedure 4301 relating to payment in lieu of Annual Leave or Management.

4302.05 <u>Conversion of or Maintaining Management Leave</u>

Accrued Management Leave for exempt employees who then become non-exempt will, at the time of receiving non-exempt status, be subject to one of the following options at the written direction from the employee:

- A. Conversion in full from Management Leave to Annual Leave (see Human Resources Policy 4301 Annual Leave).
- B. Maintained as Management Leave for use by the employee with no further accruals.

4303.00 <u>COMPENSATORY TIME- OFF (CTO)</u>

Regular employees may choose to receive Compensatory Time-Off (CTO) in lieu of paid overtime. Ownership of CTO is vested with the employee.

A maximum balance of one hundred sixty (160) hours of CTO may be maintained at any one time. These one hundred sixty (160) hours may be used only as time off and may be carried indefinitely. Overtime work hours will be converted at the appropriate rate consistent with Human Resources Policy 4112 Overtime Pay and Recruitment (1.5, 2, 2.5 times) to regular hours of CTO.

Exempt employees are not eligible for overtime compensation and are excluded from accrual of CTO.

4303.01 Conversion Table

Overtime hours will be converted to regular hours of CTO at the following rates:

- One (1) hour of regular overtime equals one and one-half (1.5) hours of CTO
- •—One (1) hour of double time overtime equals two (2) hours of CTO

•

 One (1) hour of Holiday overtime in excess of ten (10) hours equals two and one-half (2.5) hours of CTO

The General Manager will designate District staff that will perform the conversion calculations.

4303.02 <u>Scheduling</u>

Time-Off must be scheduled by, and approved as far in advance as possible, by the employee's Department Director. Department Directors will coordinate leave schedules internally to minimize impact on the District's operation. Scheduling will be at the discretion of the Department Director.

4303.03 <u>Documentation</u>

- A. A signed and approved Leave Request form is required for use of CTO.
- B. The General Manager shall maintain records of CTO balances, accruals and deductions. Employees shall be notified of their CTO balance on their bi- weekly pay stub.
- C. CTO hours shall be deducted from an employee's total as used.
- D. Employees desiring to receive CTO for overtime hours worked shall so indicate on their weekly timesheet next to those hours requested to be converted from paid overtime to CTO.

4303.04.1 Payment in Lieu of Compensatory Time-Off

- A. Once per calendar year, an employee can request payment in lieu of accrued CTO in accordance with the procedures and requirements set forth in Administrative Procedure 4301 relating to payment in lieu of Annual Leave, Management Leave and CTO.
- B. Employees can request to cash out CTO balances above 80 hours during the last payroll of October. Cash outs will be paid on a special payroll in November.
 Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- C. If employment is terminated for any reason, accrued CTO will be paid in full at the time of final compensation. Payment shall be made at the then-current hourly rate of pay, or the average rate over the final three years of employment, whichever is greater.
- D. Payment for CTO hours accrued will be provided at the time of employee separation from the District except that employees may elect to receive payment for accrued CTO (a) at the time of a temporary reduction of work force (see

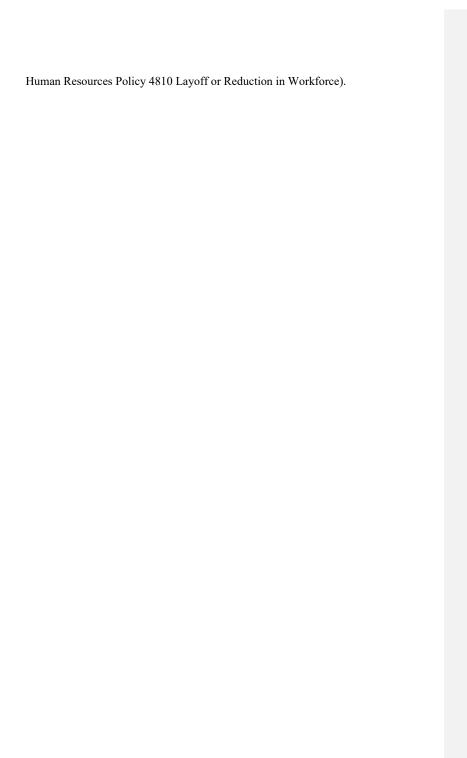
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Payment of CTO shall be processed through the District payroll. The District shall report paid CTO and make withholdings from paid CTO in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements.

4303.05 Conversion of CTO to Management Leave for Exempt Employees

Accrued CTO for non-exempt employees who then become exempt will be converted in full from CTO to Management Leave for Exempt Employees (see Human Resources Policy 4302, Management Leave) at the time of attaining exempt status.

4305.00 ADMINISTRATIVE LEAVE

An employee may be placed on paid Administrative Leave when such action is determined to be in the best interest of the District at the discretion of the General Manager. While on Administrative Leave, an employee shall retain the same rights and benefits as if he or she were physically present for duty; however, in the General Manager's discretion, access to District premises, equipment, or systems may be restricted during Administrative Leave periods.

4308.00 PREGNANCY DISABILITY LEAVE

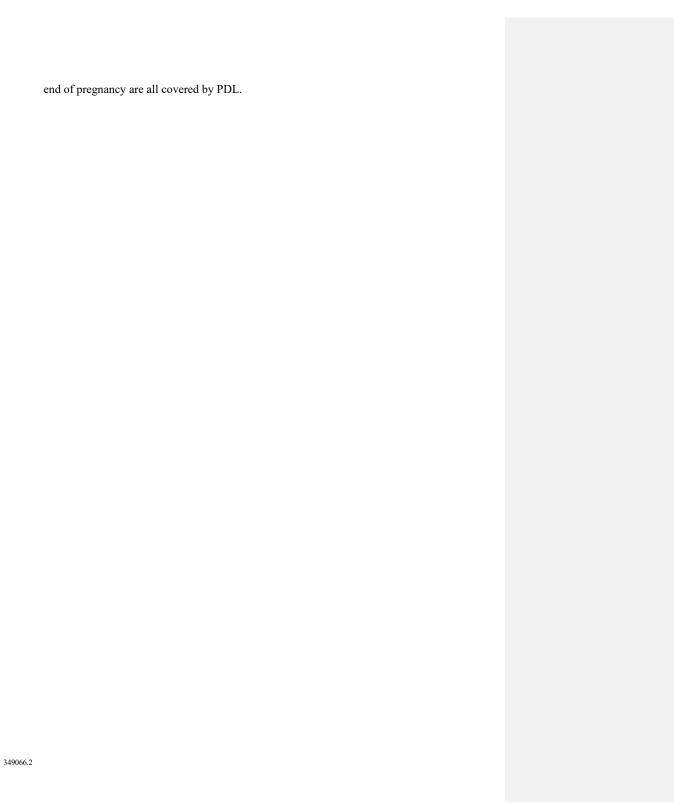
An employee disabled by pregnancy, childbirth or related medical conditions may be eligible to take a pregnancy disability leave (PDL) of absence. PDL eligibility does not require any minimum length of service or hours worked in the past year. If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, the District may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four calendar months (one-third of a year, or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis. The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or

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To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so the District can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of the medical advisability of an accommodation or for a transfer. The certification is sufficient if it contains:

(1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, the General Manager or employees with designated Human Resources duties shall provide a medical certification form that the employee can take to her doctor.

PDL is unpaid. At the employee's option, she can use any accrued vacation time or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. The District does require, however, that the employee use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. During PDL, the District will continue to pay for employees' participation (if applicable) in the District's group health plan for the duration of the leave, commencing on the date that the PDL began, at the level and under the conditions that would have been provided if the employee had continued to work in his or her position for the duration of the leave. Thus, the employee must continue to pay his or her share of any group health plan premiums during the leave. If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, he/she also will be required to pay the regular contributions for those benefits while on leave.

Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

4308.01 <u>Lactation Breaks</u>

The District will provide a reasonable amount of break time for an employee who wishes to express breast milk for her infant child. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. If break time cannot run concurrently with rest and meal periods, it will be unpaid.

The District will make reasonable efforts to provide the use of a room or location in close proximity to the employee's work area, other than a bathroom, for the employee to express milk in private. This location may be the employee's private office, if applicable.

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Please consult the General Manager or an employee with designated Human Resources responsibilities if you have questions regarding this policy.

4309.00 CALIFORNIA FAMILY RIGHTS ACT

Eligible District employees may, upon request, take up to 12 weeks of unpaid leave under the California Family Rights Act (CFRA) leave. The leave may be used to bond with a new child within one year of the child's birth, adoption, or foster care placement, under the circumstances set forth below (parental leave) or to care for themselves, a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person in order to address a serious health condition of the employee or family member (family care and medical leave), or to respond to a "qualifying exigency" for a spouse, domestic partner, child, or parent serving in the US military. "Designated person" is defined by any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time of the employee's request for leave. Eligible District employee may have one (1) designated person per 12-month period. A "qualifying exigency" is defined by the California Unemployment Insurance code, Section 3302.2 . Parental leave must be concluded within 12 months of the child's birth, adoption or foster care placement. Employees should direct any questions to the General Manager or Human Resources staff.

To be eligible for California Family Rights Act (CFRA) leave, employees must:

- (1) have more than 12 months of service with the District during the 12-month period prior to the date on which the leave is to commence;
- (2) have at least 1,250 hours of service with the District during the previous 12-month period

The maximum amount of leave an employee may use under this policy is 12 weeks within a 12- month period, whether for parental leave or family care and medical leave. The District will require certification for military orders, or by the health care provider of the individual requiring care be first provided, specifying the date on which the serious health condition commenced, the probable duration of the condition, and estimate of the amount of time needed for the employee to provide the family care and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the individual requiring the care.

In the case where both parents are employed by the District and are otherwise eligible for parental leave, each employee is eligible for up to 12 weeks of parental leave. Further, parental leave will be provided in addition to any entitlement of pregnancy disability leave (PDL) due to an employee's own pregnancy-related disability.

Eligible employees may take parental leave in at least two-week increments, with shorter increments allowed on two occasions. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the

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Intermittent leave is permitted in the same intervals as provided in the District's sick leave policy.

Leave under the California Family Rights Act is unpaid, although employees are entitled to utilize accrued annual leave, CTO, management leave, paid sick time as a source of wage replacement during such leave.

During CFRA Leaves, the District will continue to pay for employees' participation (if applicable) in the District's group health plan for the duration of the leave, commencing on the date that the parental leave or family care and medical leave began, at the level and under the conditions that would have been provided if the employee had continued to work in his or her position for the duration of the leave. Thus, the employee must continue to pay his or her share of any group health plan premiums during the leave. If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, he/she also will be required to pay the regular contributions for those benefits while on leave.

The District may recover the premiums that it paid for maintaining coverage for the employee under any group health plans, if (1) the employee fails to return from leave after the expiration of the period of leave to which the employee is entitled, and (2) such failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

Employees must notify the District of their request for CFRA Leave as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. All requests for CFRA Leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for such leave.

Once the District is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the California Family Rights Act for either parental leave, family care and medical leave, or military family member's qualifying exigency. The District may request documentation evidencing the need for such leave as permitted by law.

Eligible employees who take CFRA Leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

If the District employs both parents who are entitled to CFRA parental leave, each parent is eligible for up to 12 weeks of CFRA parental leave for "baby bonding."

The District will not discriminate in any way against, an individual because he or she

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exercised CFRA Leave rights or gave information or testimony as to the employee's or another person's CFRA Leave, and it will not interfere or limit in any way the exercise or attempted exercise of any

such rights.

4310.00 SICK LEAVE

The District's Sick Leave benefit provides income protection for Regular and Part-Timeall employees who, because of personal or family illness or accident, are temporarily disabled and absent from work for limited periods of time. Sick Leave is to be considered a privilege based upon specific circumstances. Sick leave has no cash value or other value at separation except as set forth in this Policy and as may be provided in the District's current agreement with CalPERS.

4310.01 Accrual

REGULAR EMPLOYEES

For each Regular employee, Sick Leave shall be earned and accrued beginning upon the completion of the first full month of employment and thereafter at the end of each full month of employment at the rate of eight (8) hours per month.

PART-TIME AND TEMPORARY EMPLOYEES

For each Part-Time and Temporary employee, Sick Leave shall be earned and accrued at the rate of 1 hour for every 30 hours worked per calendar year.

ALL EMPLOYEES

Employees shall continue to accrue Sick Leave while on a District-paid form of leave, including Annual Leave, Management Leave, Administrative Leave, Sick Leave and/or while using Compensatory Time-Off (CTO).

Sick Leave may be accumulated with no maximum.

An employee who becomes ill while on Annual Leave, Management Leave or CTO and desires to claim Sick Leave rather than use of said Leaves as scheduled shall make such a request as soon as possible. The District may require, without prejudice, a medical doctor's certificate for any period of Sick Leave requested while on Annual Leave, Management Leave or CTO.

Sick Leave is not considered to be discretionary and is to be used in accordance with policy 4310.03 "Permitted Usage". only during illness or to attend to the illness of a family-member. If Sick Leave is exhausted, Annual Leave, Management Leave, or CTO can be used in instances of an employee's illness or need to attend to the illness of a family member. Sick Leave shall not be advanced to an employee prior to its regular accrual; in other words, Sick Leave balances shall not allowed to go in arrears. An employee with no Sick Leave, Annual Leave, Management Leave, or CTO shall not receive compensation for days not worked due to illness or injury.

4310.02 <u>Procedures</u>

A. Notification/Maintenance of Contact – An employee must provide

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reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the employee must provide notice as soon as practical. Extended Sick Leave benefits are contingent upon maintenance of regular contact with the District. Employees are expected to inform their supervisor of their ongoing need to use Sick Leave and their estimated date of return to work and to maintain this communication. The supervisor shall relay this information to their Department Director.

- B. Medical Release to Return to Work The District reserves the right to require a health care provider's written release before the employee may return to work. "Health care provider" has the same meaning as defined in paragraph (10) of subdivision (b) of Section 12945.2 of the Government Code, as it may from time to time be amended.
- C. The District will not condition the use of sick leave on the employee finding someone to cover his/her work.
- D. The District retains the right to request verification of sick leave eligibility/appropriate usage in circumstances indicating potential sick leave fraud or abuse may exist.

4310.03 Permitted Usage

A. Except as otherwise provided by law or other District policy, an employee may only use paid sick days for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care; or specified purposes for an Employee who is a victim of domestic violence, sexual assault, stalking, or certain other crimes, the purposes described in Labor Code sections 230(c), 230.1(a), and 230.2(b).

The term "Family Member" for purposes of this Policy includes:

- dependent child (including biological, adopted, or foster children, stepchildren, legal ward, or child to whom the employee stands in loco parentis, regardless of the age or dependency status)₄₅
- parent (a biological, adoptive, or foster parent, stepparent, or legal guardian of an
 employee or the employee's spouse or registered domestic partner, or a person who
 stood in loco parentis when the employee was a minor child),
- spouse,
- registered domestic partner,
- grandparent,
- grandchild,
- sibling, or other family member with whom the employee resides.
- B. In limited emergency circumstances declared by the General Manager, not to exceed a period of four (4) months from such declaration, an employee may also temporarily be permitted to use the employee's accrued sick leave for absences to attend to mandatory evacuations and post-evacuation cleanup affecting the employee or the employee's "Close Family Member" that are caused by local natural disasters (e.g. the Oroville Dam evacuation in February 2017 and the northern California wildfires in October 2017). For purposes of this section,

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"Close Family Member" shall have the same definition as in District Policy $43\underline{11}44$ _

B. (Compassionate Leave).

To be eligible for such temporary use of sick leave, an employee must:

- Have accrued District sick leave available (no "advance" of sick leave is permitted);
- Personally own or rent real property within an area subject to a mandatory evacuation order, or have a Close Family member who owns or rents property within an area subject to a mandatory evacuation order.

4310.04 <u>Documentation</u>

- A. A leave request entered into the appropriate payroll system and approved is required for payroll/tracking purposes of Sick Leave.
- B. The General Manager shall maintain records of Sick Leave balances, accruals and deductions. Employees shall be notified no less than monthly of their Sick Leave balance
- Sick Leave hours shall be deducted as used (per pay period) from an employee's total.

4310.05 Accrued but Unused Sick Leave at Retirement or Separation

During employment, a District employee's accrued sick leave has no cash value except as a wage replacement source during sick leave-related absences.

At retirement or separation, for employees hired on or after September 1, 2019, accrued but unused sick leave has no cash value, but may be converted to CalPERS service credit at retirement as permitted by law and the District's then-current contract with CalPERS.

At retirement or separation, for employees hired prior to September 1, 2019, upon execution of a full release of claims against the District and all District personnel, an employee will be eligible for severance pay equal to their current hourly rate of pay multiplied by the value of one-third of their remaining Sick Leave hours balance, if any, as follows:

- A. Upon death while employed by the District, or
- B. For CalPERS Members who retire from the District, as to remaining hours after sick leave, if any, is converted to additional CalPERS service credit (as permitted by law and the District's then-current contract with CalPERS), or
- C. Upon employee's separation from employment (other than any CalPERS retirement) due to an inability to return to work upon the end of an approved Medical Leave.

4311.00 COMPASSIONATE LEAVE

The District provides up to five (5) days of Compassionate Leave with pay twice in a calendar year in the event of the death of a Regular employee's close family relative as defined below or any family member who resides with or with whom the employee resides.

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The Compassionate Leave must be used within three (3) months of the death of the close family relative/family member.

Within thirty (30) days of the first day of the leave, the District may require the Regular employee to provide documentation of the death of the family member.

"Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

4311.01 <u>Close Family Relative Defined</u>

Close family relatives include**:

Spouses* Mother-in-law*
Parents Father-in-law*
Children Brother Sister-in-law*
Sister Stepchildren*
Adopted Children Stepparents*

Grandparents

Domestic Partner, as defined in
Family Code section 297(b)*

Uncles

Romantic partner sharing

1st Cousins

Grandchildren

Children of a Domestic Partner.

Grandchildren Children of a Domestic Partner, as
Guardians / Wards defined in Family Code section
Nieces 297(b), or of a romantic partner
Nephews sharing employee's residence*

4312.00 <u>CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PROGRAM</u>

The Catastrophic Illness / Injury Leave Donation Program allows Regular employees to donate leave time to other Regular employees that are not able to work due to a catastrophic illness or injury. This Program functions as a wage replacement program during an otherwise approved leave of absence. It does not guarantee any particular type or duration of approved leave of absence. A catastrophic illness or injury means an illness or injury that is expected to incapacitate an employee for an extended period of time and for which taking extended time off from work creates a financial hardship for the employee because he or she has exhausted all of his or her sick or other District- paid time off. This illness or injury may serve to incapacitate the employee or a member(s) of the employee's immediate family which requires the employee to take time off from work for an extended period of time to care for that family member(s).

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^{*}current and former

^{**}The General Manager, or their designee, in their discretion, may authorize Compassionate Leave for a Close Family Relative not included in the definition above.

The procedures and requirements of the Program are set forth in Administrative Procedure AP4312.

4313.00 LEAVE FOR REPRODUCTIVE LOSS.

An eligible employee who experiences a reproductive loss event may take up to 5 unpaid days off. If the employee experiences more than one reproductive loss event within a 12-month period, they are entitled to no more than 20 days total reproductive loss leave within a 12-month period. The leave time need not be taken in consecutive days. The reproductive loss leave must be completed within three months of the reproductive loss event, unless event unless, the employee is using other leave time.

An employee is eligible for this leave after having been employed by the employer for at least 30 days prior to the commencement of the leave.

If, prior to or immediately following a reproductive loss event, the employee is on or chooses to go on leave from work pursuant to any other leave entitlement under state or federal law, the employee shall complete their reproductive loss leave within three months of the end date of the other leave.

The employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee in-lieu of the unpaid reproductive loss leave.

4313.01 Definitions

- "Reproductive loss event": the day (or for a multiple-day event, the final day) of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. These events apply to a person who would have been a parent if not for the reproductive loss event, including a spouse or domestic partner.
- "Failed adoption": the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.
- "Failed surrogacy": the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate.
- "Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, such as artificial insemination, embryo transfer, and gamete and embryo donation.

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4320.00 COURT APPEARANCE

4320.01 Work-Related Court Appearance

Work-related court appearances are work time for which District employees shall be paid. A copy of all subpoenas or notices requiring appearance in court or at a deposition shall be provided to the General Manager as soon as possible following an employee's or the District's receipt of them so that appropriate scheduling and other arrangements can be made. If an employee's private vehicle is used for travel, mileage to and from the appearance shall be reimbursed in accordance with the applicable District reimbursement policies. All time spent by an employee in travelingemployee travelling, waiting and testifying for such appearances will be compensated at his/her regular rate of pay with such hours credited as hours worked for purposes of overtime calculation, if necessary. Should an employee receive from a court or other non- District sources, fees for services as a witness reimbursement or mileage reimbursement for travel in a District vehicle, the employee shall relinquish such fees to the District.

4320.02 <u>Non-Work-Related Court Appearance</u>

Non-work-related court appearances will require the employee to use Annual Leave, Management Leave or Compensatory Time-Off (CTO) to the extent that such leave time is available to the employee. If no such paid time off is available, the employee will have to take the time off as unpaid. Requests for non-work court appearance leave should be made as soon as practicable following an employee's receipt of a notice to appear.

4321.00 JURY SERVICE LEAVE

All employees are eligible to receive Jury Service Leave and compensation for regularly scheduled work hours when such employee is serving as a juror for any legally constituted court or government unit.

Upon receipt of a court summons, an employee shall present the summons to the General Manager at least one week, if possible, in advance of Jury Service. The General Manager will make any necessary scheduling adjustments to accommodate the employee's Jury Service.

To receive compensation for work time missed due to Jury Service, employees must select the "standby" option for the jury service, if available. Employees are to report to work until such time as they are actually called to report for Jury Service if they are on the "standby" option and/or if the time required to meet Jury Service obligations is less than five (5) hours per day. Eligible employees who serve on Jury Service will receive their regular District compensation for regularly scheduled work hours. Regular compensation does not include Certification Compensation, Standby Duty Pay, Call-Out Pay or other special pay provisions. Jury Service hours are not considered as hours worked for overtime purposes.

Pursuant to the California Code of Civil Procedure Section 215(b), employees of the District that continue to receive compensation from the District for work time missed due to Jury

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not be paid juror fees from the courts. District employees shall complete the court's Fee Waiver Form in this regard and provide the District with a copy of said Form along with the jury certification slips noted below.

All jury certification slips received indicating appearance dates shall be submitted to the General Manager with a copy to the employee's supervisor.

4325.00 <u>MILITARY DUTY LEAVE OF ABSENCE</u>

Subject to presentation of Orders, a District employee shall have the right to a Military Duty Leave of Absence in accordance with state and federal law. An employee seeking Military Leave should present the applicable orders to the General Manager to determine applicable leave rights, compensation, etc. In addition to the presentation of Orders, a leave request entered into the appropriate payroll system and approved must be completed by the employee and approved by the employee's Department Director prior to said Leave.

4330.00 PERSONAL LEAVE OF ABSENCE

The District may grant Regular employees unpaid time off for substantial personal reasons at the sole discretion of the General Manager. A Personal Leave of Absence will not be granted unless all Annual Leave, Management Leave and Compensatory Time-Off (CTO) are exhausted. All Personal Leaves of Absence under this policy are unpaid, and reinstatement is not guaranteed, except as otherwise required by law. No paid leave shall accrue during a personal leave of absence.

4330.01 <u>Duration</u>

Approved leaves may be granted for a period of no less than seven (7) calendar days and no more than sixty (60) calendar days, except as may otherwise be required by law.

4330.02 Procedure

Request for a Personal Leave of Absence must be submitted in writing to the General Manager at least ten (10) calendar days prior to the Leave commencement date, except when medical conditions or emergency situations make such requirement impossible. Requests must be approved in writing by the General Manager and will be made at his/her sole discretion.

4330.03 Reinstatement

Upon return to work, an employee will be reinstated in the same job classification, or to a position of like status, pay and benefit entitlement that he/she held prior to his/her Personal Leave of Absence. Nothing contained herein, however, shall limit the District's right to reorganize, expand or curtail any service. In the event an employee's job is eliminated while he/she is on a Leave, the employee shall be entitled upon his/her return, to the same alternatives and considerations that would have been available to the employee had he/she been working at the time his/her position was abolished. Ann

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employee's failure to return from a Personal Leave of Absence by a pre-arranged written date will be considered an Absence Without Notice (see Policy 4511).

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4330.04 Benefits

During the period of Personal Leave of Absence, arrangements must be made by the employee to pay applicable group health, dental, vision, life, accidental death and dismemberment, and long term disability insurance premiums which are normally paid by the District and to pay for supplemental benefits that are being paid by the employee through payroll deduction. Retirement benefits, Annual Leave, Management Leave and Sick Leave, and any other leave for which accrual is based on time worked or paid time off, will not accrue for the period of the Personal Leave of Absence regardless of the length of said Leave.

Except as otherwise required by law, when an employee returns to work from an approved Personal Leave of Absence, his/her duration of District employment (see Policy 4050) will be adjusted by the period of time absent from work while on an approved Personal Leave of Absence.

4350.00 HOLIDAYS

To provide paid time-off benefits for its Regular and Part-Time employees, the District recognizes the following holidays for all Regular and Part-Time employees:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday First Monday in September
Veteran's Day	November 11
Wednesday before Thanksgiving ((1/2 day) Fourth Wednesday in n-November (1/2 day) ←
Thanksgiving Day	Fourth Thursday in November
December 24 (1/2 day)	December 24
December 25	December 25
Floating Holiday (1 work day)	Approved for use via vacation leave -
- • • • • • • • • • • • • • • • • • • •	procedures;
cashed out in November each year if u	inused

Paid furlough week: December 26 through December 31st. District offices and operations will be closed during the week between Christmas and New Year's Day, and all employees will be "furloughed" with pay during that week.

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If a holiday falls on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Friday or Saturday, it will be observed the preceding Thursday. December 24 is an exception, if it falls on a Friday, Saturday or Sunday it will be observed the preceding Thursday. An employee must be in a paid status (either working or using approved District-paid leave) both the work day before and the work day after a designated holiday in order to receive pay for the holiday.

4401.00 EDUCATION ASSISTANCE PROGRAM

The District encourages Regular employees to participate in educational and training activities. In addition to increasing employee job proficiency, this Education Assistance Program is intended to improve work force stability and the District's ability to attract and retain outstanding employees.

The Education Assistance Program is available to all Regular employees subject to the approval and discretion of the General Manager. The Board of Directors shall act as the approval body for programs applicable to District Officers per Board of Directors and Officers Policy 2060 and the General Manager.

Expenses advanced by the District for pre-approved educational and training functions that are not attended by the employee (except for circumstances beyond the employee's control as determined in the discretion of the General Manager) and for which a refund or credit cannot be obtained shall be reimbursed to the District by the employee within thirty (30) calendar days of the date of said function.

When required by law, amounts paid to employees under the Educational Assistance Program shall be reported by the District as income to the employee and payroll withholdings made in accordance with State and Federal law.

4401.01 Certification

Regular employees are encouraged to avail themselves of educational opportunities including, but not limited to:

- Certified California State Water Distribution System Operators Grade D1-D5
- Certified California State Water Treatment Operators Grade T1-T2
- American Water Works Association California-Nevada Section Certifications
 - o Backflow Prevention Assembly Tester
 - o Cross Connection Specialist
- Certified California Water Use Efficiency Practitioner Grade 1-3

4401.02 On-Duty Education

Regular employees may, with prior approval by the General Manager, attend courses, seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects related directly to water operations, to the employee's current position, or one he/she may reasonably aspire to.

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Management will annually review and identify areas of training required to maintain technical and administrative capabilities. The District will pay fees, tuition, and approved expenses. The General Manager's approval for all requests for on-duty training must be obtained prior to attendance and/or making reservations.

4401.03 Off-Duty Education

Regular employees who desire to obtain skills and/or knowledge, on a voluntary basis, that enables them to improve their general knowledge base and prepare them for future assignments with the District may seek approval from the General Manager pursuant to this policy.

This education may occur after regular working hours at an accredited university, college, vocational trade school, or through a self-study correspondence course which leads to a certificate, license or diploma related to the general water, administrative and public service functions of the District.

Acceptable accrediting agencies are those recognized by the U.S. Department of Education, Office of Postsecondary Education (OPE), the California Bureau for Private Postsecondary Education (BPPE), or the State of California.

Under special circumstances which must be approved in advance, employees may be approved to attend classes during business hours.

4401.04 Eligibility for Off-Duty Education Financial Assistance

Only Regular employees who are performing their jobs satisfactorily and have an employment duration with the District of more than one (1.00) year are eligible for this program.

The following off-duty education may be considered for financial assistance:

- 1. Degree (Associates, Bachelors, Masters, other as approved).
- 2. Specific courses taken for credit relating to water functions.
- 3. Specific courses taken for credit having a general connection to the functions or mission of the District (i.e., accounting, administrative professional, public administration, welding, chemistry, information technology, civil engineering, etc.)

4401.05 <u>Conditions for Financial Assistance</u>

The following conditions apply for receiving financial assistance from the District:

- Every course that the employee desires to attend must be approved in advance as applicable by the General Manager (or for the General Manager's course(s), by the Board of Directors.)
- 2. Reimbursement to the employee upon completion of the course with a minimum

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final grade of a C or equivalent.

- 3. For good cause shown and financial need demonstrated, the General Manager may approve an advance payment to employee for use in paying tuition or course fee upon employee entering into a written agreement, per District procedure, to repay the District within one year for any funds advanced where employee fails to complete the course with a minimum final grade of a C or equivalent. Such written agreement will include employee authorization to withhold payments of up to \$100 per pay period from employee's salary, and the balance (if any) to be deducted from employee's final paycheck upon separation, to the extent permitted by law.
- 4. Funds received from outside sources, such as scholarships or Veteran's Education Benefits, must be applied to the cost of the program first. Then the remaining cost will be paid by the District.

The annual contribution limits by the District shall be established by administrative procedure applicable with Board policy.

4411.00 DEFERRED COMPENSATION

All Regular District employees are eligible for membership in the District's deferred compensation plan(s). Payroll deductions are available upon request.

Effective as of January 6, 2020, the beginning of the first payroll period in 2020, the Employer shall make a matching contribution on behalf of all regular District employees equal to the amount of an employee's Elective Deferral Contributions and Designated Roth Contributions to the Plan for each payroll period, up to a maximum contribution of three percent (3%) of the employee's Base Salary for the payroll period. Contact the General Manager for information on joining the plan(s).

4420.00 <u>EMPLOYEE EQUIPMENT</u>

Employee tools and safety equipment shall be issued as necessary to perform the work prescribed. The specific equipment and reimbursements provided shall be determined at the discretion of the General Manager and identified in an administrative procedure modified from time to time as operational issues dictate. Failure to utilize required safety equipment in violation of District policies or applicable state/federal requirements is prohibited and will subject an employee to disciplinary action.

Employees shall be provided with uniforms in accordance with Policy 4530.

Employees are liable for any loss or damage caused by negligence or misuse of District-provided employee equipment. Personal use of District-provided employee equipment is not permitted, and will subject an employee to disciplinary action.

4430.00 EMPLOYEE SUGGESTIONS

Employees are encouraged to provide suggestions to their supervisor, Department Director or toe

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the General Manager that may lead to improvements in District operations, services and conditions in the workplace.

4440.00 MEMBERSHIP IN PROFESSIONAL & TECHNICAL L-SOCIETIES/ASSOCIATIONS

The District may pay directly or reimburse employees for dues and expenses related to District- approved membership in professional and technical societies and associations which directly benefit the District. District-approved memberships shall be determined by the General Manager, subject to authorized budget limits.

4450.00 <u>TELEPHONE CALLS</u>

The use of District telephones (both landlines and cellular/smart phones) is intended for official District business. While it is understood that the use of District telephones for personal reasons is necessary on occasion "as an incidental use", this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Employees shall not use District telephones for personal toll/long-distance calls that incur charges.

4501.00 STANDARDS OF CONDUCT

The tenure of every District employee shall be conditioned on good behavior and satisfactory work performance. The District establishes Standards of Conduct to guide employees and to assure a safe, efficient, and harmonious operation of the District. Infractions of District standards, or other actions inconsistent with the goals of the District, may lead to progressive disciplinary action under the procedures described in Human Resources Policy 4513.

Standards of Conduct for District employees are as follows:

- 1. Employees shall satisfactorily perform their duties.
- Employees shall maintain satisfactory attendance and arrive to work on time, with satisfactory and appropriate justification for absences or tardiness.
- Employees shall demonstrate respect for, and adhere to, assignments and directives issued by supervisors.
- 4. Employees shall properly and truthfully complete District records or other documents, including the employment application, time cards, leave requests, benefits related documents or requests, and other records of the District.
- 5. Employees shall not engage in physical altercations with, threats of physical harm to, and physical and/or verbal abuse of employees, customers or the public.
- 6. Employees shall exercise prudent care and caution in the conduct of their duties.
- 7. Employees shall observe safety rules, regulations, policies, practices and procedures including the wearing of safety equipment as directed.
- 8. Employees shall not engage in the theft or unauthorized use/removal of District property.
- 9. Employees shall not willfully destroy District property or property of others.
- 10.—Employees shall not engage in unauthorized solicitation or distribution of solicitations. With the exception of District related and/or charitable activities

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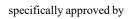
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- 10. the General Manager or Board of Directors, solicitation is prohibited during work time and in work areas. Distribution of unauthorized literature, posters, handbills or notices in work areas or while on working time is prohibited.
- 11. Employees shall not possess a lethal weapon on District property during employment.
- 12. Employees shall not report to work under the influence of, or engage in the possession, sale, purchase or use of alcohol, drugs or any substance which would impair their ability to work.
- Employees shall take and <u>subscribesubscribe to</u> any oath, affirmation or deposition as required by law in connection with District employment.
- 14. Employees shall not engage in activities that create a conflict of interest with their duties and responsibilities with the District.
- 15. Employees shall not engage in discriminatory or harassing misconduct.
- 16. Employees shall immediately report the loss, revocation, suspension, or restriction of a California Driver's License when such is necessary to operate District vehicles as a condition of employment.
- 17. Employees shall immediately report the loss, revocation, suspension, or restriction of a State Water Resources Control Board Water Distribution Operator Certificate or Water Treatment Operator Certificate when such is necessary to operate and maintain District facilities as a condition of employment.
- Employees shall report for required medical examinations or tests or comply with a District request for a physician's statement.
- 19. Employee shall not engage in conduct blatantly detrimental to District property, its customers, employees and the public or engage in other practices that may be inconsistent with the mission, vision, values, commitments, image, policies, or goals of the District.
- Employee shall comply with all directives and refrain from all prohibited actions set forth in this Human Resources Policies Manual, as it may be amended from time to time.
- 21. Employee shall not engage in any willful act undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division.
- 22. The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. A plea or verdict of guilty, or a conviction showing a plea of *nolo contendere* made to any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection. A crime involving moral turpitude is defined as any intentional act of violence against another (including by not limited to attempted or actual assault, homicide, kidnapping, rape, lewd acts upon a minor), arson, fraud crimes or dishonesty.

4511.00 <u>ATTENDANCE</u>

Punctual, consistent and reliable attendance is an essential function of all District positions.

4511.01 <u>Absence</u>

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Policy 4301 and concluding with Policy 4350.

4511.02 <u>Lateness</u>

Each employee is required to arrive on time, ready to work and complete a full shift. Supervisors will document and use disciplinary actions to correct persistent patterns of lateness or departing early. Lateness is defined as not being present and prepared to work at an assigned location at a prescribed time.

4511.03 Notification

Employees are required to give their supervisor advance notice, when possible, of lateness or absence. If advance notice is not possible, personal notification by phone should be given directly to the supervisor prior to work starting time. A voice message left in the supervisor's District voice mail box, or by or a written message (including but not limited to an electronic mail (e-mail) or SMS text message) left for in the supervisor's District e-mail box supervisor are acceptable for meeting the notification requirement if authorized by the employee's supervisor. The use of the District's answering service to communicate an absence, except in cases of extreme emergency, is strictly prohibited. Employees may call into the District before and after business hours on the District's "Private Line" telephone number that is listed on the District telephone directory that is periodically furnished to all employees.

A leave request entered into the appropriate payroll system and approved is required to document all absences. Leave Request Forms shall be completed by the employee and provided to the supervisor within the first eight (8) hours upon return to work.

Employees who are absent must maintain contact with their supervisor daily unless the employee is on approved leave or has provided a doctor's certificate covering a specified period.

In case of extended illness, arrangements should be made by the employee to have his/her condition reported to the District at frequent intervals so work assignments can be delegated to others.

4511.04 <u>Job Abandonment</u>

Where an employee is not on a leave protected by applicable law, an absence without notice for three (3) consecutive days shall be deemed abandonment of District employment and will be treated as a voluntary resignation.

The employee may be eligible for reinstatement after job abandonment only in exceptional circumstances. A Request for Reinstatement must be submitted in writing by the employee to the General Manager detailing the reasons for the absence and explaining why the employee could not have provided the notice required by these rules. Reinstatement Requests must be approved in writing by the General Manager and will be made at his/her sole discretion.

4511.05 Disciplinary Action

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Unexcused absenteeism, lateness, early departure, leave-without-pay or other infractions of attendance standards are grounds for disciplinary action.

4512.00 HARASSMENT AND DISCRIMINATION PREVENTION POLICY

4512.01 <u>Purpose</u>

All employees, applicants, volunteers, and independent contractors ("workers") working for the District are to be treated with respect and dignity. The District is committed to providing an atmosphere free of harassment and discrimination based on such factors as race, religion, creed, national origin or ancestry, physical or mental disability, medical condition, genetic condition, pregnancy (including childbirth or related conditions), marital status, gender or gender identity/expression, sex, age, sexual orientation, family care or medical leave status, military or veteran status, reproductive health decision, or any other characteristic protected by law.

Harassment and discrimination are against the law, and they are demeaning and harmful to both the victim and the District. The District will not tolerate harassment of, or discrimination or retaliation against, its workers by directors, managers, supervisors, coworkers, or anyone conducting District business. Similarly, the District will not tolerate harassment of its workers by others with whom the District has a business, service, or professional relationship (including members of the public).

This Policy does not restrict nor inhibit any supervisor from their responsibility or in their ability to direct, critique and discipline employees in a non-discriminatory, non-retaliatory manner.

Failure to follow this Policy may result in disciplinary action, up to and including termination of employment.

4512.01 <u>Procedures</u>

1.0 Harassment Prohibited

Harassment includes conduct that has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, evaluation, assigned duties or any other condition of employment or career development. This Policy prohibits harassment in any form, including:

1.1 Verbal or Written harassment such as epithets, jokes, nicknames, derogatory comments or slurs based on any basis protected by law. By way of example, this would include inappropriate comments on appearance, including dress or physical features;

- 1.2 <u>Physical harassment</u> such as assault, touching, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of any protected classification. As examples, this could be conduct in the form of pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts; and
- 1.3 <u>Visual harassment</u> such as derogatory posters, cartoons or drawings, gestures or leering based on one of the categories of protected status.
- 1.4 <u>Sexual harassment</u> includes, any unsolicited, offensive or unwelcome sexual advances, requests for sexual favors, and other oral or written, visual, or physical conduct of a sexual nature which occurs under any of the following circumstances:
 - 1.4.1 Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;
 - 1.4.2 Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
 - 1.4.3 Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations.
 - 1.4.4 Sexual harassment also includes gender-based harassment by a person of the same gender.
 - 1.4.5 Prohibited sexual harassment need not be motivated by sexual desire to be unlawful or violate this Policy.
 - 1.4.6 Electronic communications can constitute harassment. This Policy prohibits all types of conduct that fall within the definition of harassment, including e-mails and text messages.
 - 1.4.7 Harassment involving the public includes either harassment of (a) any _member of the public by any person conducting District business or otherwise representing the District, or (b) any worker in the conduct of his or her job duties by any member of the public.

2.0 Retaliation Prohibited

Retaliation against an employee for reporting violations of this Policy in good faith, or for participating in the investigation of a harassment or discrimination complaint, is strictly prohibited.

- 3.0 Procedures regarding all complaints of potential harassment including retaliation
- 3.1 Employee Responsibility

It is important that employees inform the District as soon as possible about any prohibited harassment because nothing can be done to remedy the situation if the Formatted: Indent: Left: 0.69", Hanging: 0.44"

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District does not know that it exists.

- 3.1.1 Any individual who feels comfortable doing so should let a fellow employee know when that employee's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this Policy. However, individuals are not required to handle these situations on their own. If an individual is not comfortable handling a situation directly with another employee, the individual should immediately report the conduct to one of the persons listed below.
- 3.1.2 Any individual who believes that they have been or are being harassed in violation of this Policy shall immediately report this violation to his or her supervisor, the General Manager, the District's designated Human Resources staff or any District supervisor with whom the individual feels comfortable speaking. Complaints about the General Manager should be directed to the District's General Counsel or Board President (who shall immediately notify the General Counsel to coordinate an appropriate inquiry and response).
- 3.1.3 Any individual who is aware or suspects that another person has been harassed in violation of this Policy shall report this violation to his or her supervisor, the General Manager or any District supervisor with whom the individual feels comfortable speaking.

3.2 <u>Supervisor Responsibility</u>

- 3.2.1 Each supervisor has the responsibility of maintaining a work environment free of harassment. This responsibility includes being available to discuss this Policy with the workers that they supervise and to assure the workers that they are not required to endure any form of prohibited harassment. If someone reports a harassment allegation to a supervisor, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) and reporting the allegation of harassment to the General Manager or the designated Human Resources staff.
- 3.2.2 Any supervisor who fails to take appropriate action to report or address harassment, discrimination or retaliation issues can and will be disciplined by the District.

3.3 <u>Investigation</u>

The District will investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge. The District's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties and witnesses involved. Complete confidentiality cannot occur, however, due to the need to investigate fully and to take effective remedial action.

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Whenever appropriate, the supervisor of the affected department(s) may be informed that a complaint has been filed. The General Manager is responsible for directing $a\underline{n}\underline{n}$

investigation into such allegations and for implementing appropriate remedial action, where warranted. The District will not disclose a completed investigation report except as it deems necessary to support disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or as otherwise required by law.

3.4 Resolution

- 3.4.1 After investigation, the District will communicate the confidential findings (i.e., sustained, not sustained, or inconclusive) to the complainant, the alleged harasser, and members of management with a legitimate need to know.
- 3.4.2 If there is a finding that harassment in violation of this Policy or applicable laws has occurred, the District will take appropriate and immediate action to end any harassment and prevent its recurrence. Where appropriate, the District may first work to resolve the matter informally. If the matter is not suitable for informal resolution, appropriate formal action will be taken pursuant to applicable policies and agreements. If formal action is required, the complainant may be required to testify at a hearing.

3.5 <u>Discipline</u>

Any employee found to have violated this Policy will be disciplined. Specific action taken will depend upon the specific circumstances.

4.0 <u>Harassment Involving the Public</u>

- 4.1 The District strictly prohibits harassment of any member of the public by any person conducting District business or otherwise representing the District.
- 4.2 Dealing with the public can be challenging and sometimes contentious. While employees are expected to interface with the public as their duties dictate, sometimes in difficult or even volatile situations, employees are not expected to endure actual harassment by members of the public. If an employee feels that he or she is being subjected to harassment by a member of the public, the employee should report such harassment to his or her supervisor (or other person listed above) for investigation and appropriate action. Employees will not be penalized for refusing to tolerate harassment from a member of the public.

5.0 <u>Further Information</u>

Employees are urged to contact the General Manager if they have any questions or concerns about this Policy.

In addition to this Policy, the State of California <u>Civil Rights Department (CRD)</u> Department of Fair Employment and Housing ("DFEH") provides additional

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information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks he or she has been harassed, discriminated against, or that he or she has been retaliated against for complaining, that person may file a complaint or obtain additional information from CRD/:DFEH- at 1-800-884-1684 or www.calcivilrights.ca.gov.

4513.00 DISCIPLINARY PROCEDURE FOR REGULAR EMPLOYEES

This Disciplinary Procedure Policy applies to employees who are not "at will" and who have successfully completed the applicable probationary period. The District has and desires a culture of coaching and training employees to address many performance and conduct concerns.

However, some situations require a more formal type of corrective action where they involve: (a) repeated or more serious performance deficiencies or (b) significant misconduct. Depending upon the facts and circumstances involved in each situation, the District may choose to begin disciplinary action at any step. In general, however, discipline should follow a pattern of increasing severity as causes for discipline are more serious and persist.

4513.01 <u>Minor Discipline</u>

Minor discipline may be imposed by any supervisor or Department Head without reference to the procedural requirement of Section 4513.03 of this Policy. Minor discipline includes verbal warnings and, written reprimands. Minor disciplinary actions may be appealed to the General Manager, whose determination shall be final.

4513.02 <u>Major Discipline</u>

The following disciplinary actions require compliance with the procedures of Section 4513.03 of this Policy. The following procedures may be taken by the appropriate level of managementemployee's Department Director to correct misconduct or performance deficiencies of "for cause" employees (i.e., those regular employees who are not "atwill"). Forms of major discipline are:

- A. Suspension Without Pay: An ordered interruption of duties for one or more days without pay. Minor suspensions of five work days or less are not subject to the pre-disciplinary procedure below in 4513.03.A, and B, or C, but are subject to the post-disciplinary appeal procedure in Section 4513.D.
- B. Salary Reduction: A reduction in pay from within the employee's current range to any lower salary within that range, as such range is recorded in the District's current salary schedule.
- C. Demotion: A reduction from a position in one classification to a position in another classification having a lower salary range affected for disciplinary purposes. (Demotions resulting from employee's inability to perform required duties <u>due to a disability with or without a reasonable accommodation</u>, organizational changes, or layoffs are not disciplinary.)
- D. Dismissal: Discharge from District employment for disciplinary purposes. A disciplinary dismissal does not include I) layoff or similar release from employment based on a determination by the District that the needs of the District do not require continuation of the employee's position or II) release due to inability to perform all essential functions of the employee's position

<u>due to a disability</u>, with or without a reasonable accommodation; a release for either reason is not a disciplinary dismissal and is not subject to the procedures in Policy 4513.

4513.03 Disciplinary Procedures for Major Discipline

- A. Notice of Proposed Discipline: Before imposing major discipline (other than suspensions of five work days or less), the District shall deliver to the employee a written notice of the proposed major discipline. The notice of proposed discipline shall be prepared by the employee's. Department Director. Such notice shall be personally served on the employee or sent by traceable overnight delivery service (e.g. Golden State Overnight, Federal Express, etc.) to the employee's place of residence as shown on the records of the District. The notice shall contain the following:
 - 1) The type and effective date of the proposed disciplinary action.
 - 2) A statement of the reasons for the proposed discipline and applicable Policies, rules, etc. The statement of reasons shall contain such specifications as to give a reasonable person a fair opportunity to understand and respond to the reasons.
 - If the reasons are based upon documents or materials, the notice shall include copies of the documents or materials considered or relied upon in reaching the determination of proposed discipline.
 - 4) Notice of the employee's right to respond either verbally in a predisciplinary meeting or in writing, the date, time, place, and person to whom response may be made, and inform the employee a representative of the employee's choice may accompany the employee to the conference, should he/she choose to respond verbally. The notice should also inform the employee that failure to respond within the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
 - 5) The General Manager may, in his or her discretion, approve the temporary assignment of an employee to a status of paid administrative leave during any administrative investigation or during the disciplinary process.
- B. Employee's Response ("Skelly" meeting). The employee shall have ten (10) calendar days from the date of receipt of the notice to respond to the notice by submitting a written or verbal response. A written response shall be made to the person indicated in the notice. If the employee elects to respond verbally, the meeting to respond shall be known as the Skelly meeting. Notice of Proposed Discipline shall state the date, time, and, location of the Skelly meeting. The Skelly meeting may be conducted by the employee's Department Director or designee. In the Skelly meeting, the employee may be represented by legal counsel or other personal representative, but not by any person involved in the issues or incidents

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giving rise to the proposed discipline.

- C. Notice of Final Disciplinary Action: At the completion of the period provided in subsection (B) above, the employee's response, if any, shall be reviewed and a determination whether to dismiss, amend, or sustain the proposed disciplinary action will be made. After the employee has had an opportunity to respond and the pre-disciplinary (Skelly) process is complete, the Department Director or his/her representative shall notify the employee in writing of the final disciplinary action to be imposed upon the employee (if any), the reasons for the disciplinary action, the charge(s), and the effective date(s) of the disciplinary action. The notice shall also advise the employee of the right to appeal, however an appeal shall not delay or otherwise impact the effective date of the final discipline.
- D. Post-Disciplinary Appeal from Major Discipline. An employee may appeal a dismissal, demotion, pay reduction, or suspension without pay by filing a written request with the General Manager within five (5) business days of the date of the Notice of Final Disciplinary Action. The appeal shall include the reasons for the appeal.

The General Manager shall set a date for an evidentiary appeal hearing (which shall be held within sixty (60) days of the request for appeal, absent unusual circumstances or agreement by the parties) and shall provide written notice of the date, time, and location of the hearing to the employee. The employee may be represented by legal counsel and/or by a representative, but not by any person involved in the issues or incidents giving rise to the disciplinary action.

In his or her <u>sole</u> discretion, the General Manager may conduct the hearing personally (with assistance of counsel) or arrange for a neutral hearing officer to conduct the hearing and then render an advisory written decision for the General Manager's consideration and decision regarding final discipline. In such case, the hearing officer may be selected by agreement among the parties or the parties may obtain a list of qualified potential hearing officers from the State Mediation and Conciliation Service and select the hearing officer by alternating strikes. The hearing officer should have experience conducting similar types of appeal hearings and will establish procedures for conducting the hearing. The cost of a hearing officer shall be shared equally by the District and an employee organization that represents the employee, if any.

At the evidentiary appeal hearing, witnesses will testify under oath, the parties have the right to introduce relevant oral and written evidence on his/her behalf, and to confront and cross-examine adverse witnesses. To the extent possible, hearings shall be informal, and the technical rules of evidence need not be followed. Any evidence upon which reasonable people may rely in the conduct of serious affairs may be admitted, at

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the discretion of the General Manager/hearing officer conducting the hearing. A written record of the hearing may be prepared in the discretion of the General Manager or hearing officer (if any), the cost of which shall be shared by the parties. The District and the employee shall each bear their own expenses, fees and costs. Absent good cause to the contrary (as determined by the General Manager/hearing officer), the employee's failure to appear personally at the appeal hearing shall be deemed a withdrawal of the appeal.

If the General Manager presides personally over the hearing, then the General Manager shall render a written decision within twenty (20) business days from the date of the conclusion of the appeal hearing (or from the receipt of the written transcript and closing briefs (if any), if requested by the General Manager). If a hearing officer presides over the hearing, then the hearing officer shall render an advisory written decision within twenty (20) business days from the date of the conclusion of the appeal hearing (or from the receipt of the written transcript and closing briefs (if any), if requested by the General Manager) in accordance with the timeline above, and the General Manager shall render a written decision regarding final discipline within ten (10) business days of receiving the hearing officer's advisory decision.

The General Manager's decision shall be the final step in the District's administrative process, subject to review as provided by law in Code of Civil Procedure sessions 1094.5 and 1094.6.

If the disciplinary action is subsequently revoked or lessened, the employee is entitled to reimbursement for the interim loss of District pay, if any. Reimbursement is limited to the period of time between the effective date of disciplinary action and the date of final decision on the appeal. No reimbursement may be made for any portion of the period during which the employee was not ready, willing and able to perform the duties of his/her position.

4514.00 GRIEVANCE PROCEDURE

The grievance procedure provides "for cause" employees a means for settling disputes involving the interpretation, application or enforcement of District policies as quickly as possible, and at the lowest possible level of authority. The grievance procedure, however, is not applicable to:

- Employee discipline or employee evaluations;
- Performance improvement plans, training assignments;
- The determination of the contents of a job classification or decision to reclassify —
 (or not to reclassify) a position;
- The determination of procedures and standards for employment and promotion; or
- Challenges to layoffs, transfers, denial of reinstatement or denial of advancement.

 Release for inability to perform essential job functions with or without a reasonable accommodation.

NOTE: complaints of harassment, discrimination or retaliation are not subject to this procedure but rather should be processed in accordance with Policy 45312.

Each step in the grievance procedure is meant to completely resolve the complaint or problem. The steps are to be taken in progressive steps; the employee moves on to the next step only if the problem has not been resolved.

4514.01 Grievance Steps

Step One: The employee filing a grievance ("the grievant") must notify his or her Department Head in writing of a grievance within five (5) business days of the event(s) giving rise to the grievance. If the grievant is unaware of the event(s) within that time frame, then the five (5) day initial reporting period shall run from the time when the grievant learned of the event(s) or reasonably should have learned of them. The Department Director will set a meeting with the grievant and a member of the designated Human Resources staff within five (5) business days to discuss the grievance. The Department Head will issue a written determination on the grievance within five (5) business days of the meeting with the employee.

Step Two: If a satisfactory result is not reached at Step One, the grievant may appeal in writing to the General Manager. Such appeal must be submitted within five (5) businesses.

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days of the Department Director's written decision at Step One. The General Manager shall schedule a meeting with the grievant (and any others the General Manager deems appropriate to include) to discuss the grievance. After the meeting, the General Manager may, in his or her discretion, investigate the grievance further and talk with anyone involved or anyone who might contribute to the facts. The General Manager will return a written decision within ten (10) business days of the meeting with the grievant. The General Manager's decision shall be final and binding.

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4520.00 EMPLOYEE CONFLICT OF INTEREST

The District recognizes the right of employees to engage in private activities away from their employment. However, the following rules will apply to assess and prevent potential conflicts of interest from arising. Failure to adhere to the rules governing conflict of interest may lead to disciplinary action up to and including discharge from employment with the District. Designated employees may also be subject to the provisions of Policy No. 1035, Conflict of Interest.

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4520.01 <u>Interference of Adversity Prohibited</u>

No employee shall engage in outside work that will interfere with his or her District job.

4520.02 Gratuities

No employee shall accept personal gratuities or tips offered for District services rendered to a customer or prospective customer.

4520.03 <u>District Time, Equipment and Materials</u>

No work not related to the business of the District shall be done during regular hours of employment and no District facilities, equipment, labor or supplies may be used to conduct such work.

Transportation in District vehicles of persons other than Directors, Officers, employees, agents of the District, or authorized guests, is prohibited and will subject the employee to discipline.

Employees should discourage personal telephone calls and visitors during work hours.

4520.04 <u>District Liability</u>

Employees shall not discuss opinions or comments regarding District liability in any matter with the public. Management shall be advised in all instances regarding customer relations problems that cannot be satisfactorily resolved.

4530.00 UNIFORMS AND DRESS CODE

4530.01 Work Attire

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District employees are expected to observe good habits of grooming and personal hygiene, and (for office workers) to dress professionally in an appropriate manner for a business office during business hours. A neat, tasteful appearance contributes to the positive impression District employees make on our customers and service partners.

District logo shirts or sweaters are encouraged and acceptable except where more formal attire is warranted for the occasion (e.g. a court appearance.) On the other hand, while no policy can address every form of problematic attire, employees are advised that tank tops or other beach/recreational wear, revealing clothing or clothing/hats bearing messaging (e.g., purported humor, political messages, sports logos, etc.) are prohibited. For special occasions designated by the General Manager, a type of clothing usually prohibited may be permitted for the day (e.g. sports team shirts, hats or jerseys).

For all District employees, attire must be clean, well-maintained, and appropriate for the assigned work area or work event. Distracting or safety-impacting personal adornments (such as piercings, brands or tattoos) may, in the General Manager's discretion, be required to be removed or covered while an employee is on duty. Any employee with questions about acceptable work attire should immediately seek guidance from the employee's supervisor or the General Manager.

4530.02 <u>Facial Hair</u>

All facial hair will be kept neat and trimmed. In certain positions, at the supervisor's discretion, facial hair may be disallowed due to safety concerns.

4530.03 <u>Uniforms</u>

The positions for which employees are required to wear District-provided uniforms or personal protective equipment, and the uniform and equipment requirements themselves, are described in more detail in the administrative uniform procedure.

4601.00 EMPLOYEE ORIENTATION

A new or rehired employee will be given an orientation to District policies and benefits and the responsibilities of their employment position. This orientation shall begin on their first day of employment unless circumstances make this impractical.

As directed by the General Manager, the employee orientation process will be conducted and documented by District department directors, managers, administrators and other personnel and include, but not be limited to, the following subjects:

- Human Resources Policies
- Employee Benefits
- Job Duties and Standards for Acceptable Behavior and Job Performance
- Safety

4610.00 <u>PERFORMANCE EVALUATION</u>

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Each employee, upon being selected for employment or upon changing jobs while in District employment, shall receive frequent, informal performance feedback and may, at the discretion of the applicable supervisor in consultation with the next-higher-manager, receive a short-form performance evaluation at the end of the first six months in their employment position. Every probationary employee will be evaluated at the end of the applicable probationary period approaches and prior to being approved for "regular" status. Thereafter, employees will be evaluated annually (or more frequently) thereafter as directed by the General Manager. The purpose of this evaluation will be to provide guidance to the employee with a review of his/her overall job performance within the assigned work areas. The performance evaluation may also be used as a basis for determining employment retention, dismissal, and/or salary adjustment.

The performance evaluation will be facilitated by the employee's <u>direct supervisor Department Director</u>. The Department Director may <u>be</u>include<u>d</u> other supervisory employees in the evaluation process.

The employee Evaluation Form shall be completed by the employee's supervisor(s) if so directed by the Department Director, and submitted to the Department Director for review and comments. The form shall be reviewed, with the opportunity to add written comments, by each supervisor up the chain of command if requested, concluding with the General Manager Department Director.

Completion of the Evaluation Form shall be followed by a Department Director/
supervisor(s)/ employee meeting at which time the evaluator(s) and employee shall have
an opportunity to express his or her comments about the evaluation in general and with
reference to any segments of the performance evaluation specifically. The Department
Director/and supervisor(s) shall sign the Evaluation Form at the conclusion of the meeting
and the employee shall be given a signed copy of same. The employee will be requested
to sign his/her evaluation. The employee may provide written comments to the
Department Director for attachment to the evaluation within five (5) working days of the
Department Director/supervisor(s)/employee meeting, and the employee's comments
shall be maintained together with the evaluation in the employee's personnel file. The
Department Director shall then submit the employee's Evaluation Form together with any
employee comments to the General Manager. Performance evaluations are not subject to
the disciplinary appeal or grievance procedures.

The General Manager shall serve as the evaluator for his/her direct reports.

The performance evaluation shall not preclude the day-to-day needs of employees regarding guidance, assistance, corrective action, and employer/employee relations in general.

The District provides various forms of training and development support geared both to current job skills and requirements and to employees seeking to improve their general knowledge.

Employees are encouraged to communicate in all areas of job interest, in a timely fashion, to their immediate supervisor, who in turn shall report said communication to his or her supervisor. Upon retirement or separation of employment with Citrus Heights Water

District, an exit interview may be prepared consistent with the protocol above as reasonably practical and maintained in the employee's personnel file.

4611.00 PROMOTIONS

4611.00 PROMOTIONS

Promotions generally result in an increase of responsibility within a category of jobs (e.g., from Water Distribution Operator II to Water Distribution Lead Worker/Operator) or to another job category, or to another department. Promotions are not automatic when an individual reaches the top of his/her salary range. Promotions may be made from the existing work force providing an employee is qualified to fill the position. Employee performance evaluations, interviews, and supervisor and management observations will provide the primary source to determine job suitability. A District employee who promotes to a higher position will be subject to a promotional probationary period in conjunction with District policy.

4701.00 SAFETY OFFICER

One (1) Regular employee of the District will be designated in writing by the General Manager to perform, as a collateral duty, the duties of Safety Officer.

The overall duty of the Safety Officer shall be to help the District achieve the greatest practical degree of freedom from injuries / illnesses and to insure that every employee is provided safe and healthful working conditions, free from recognized hazards. Responsibilities for the Safety Officer shall be as set forth in the District's Injury and Illness Prevention Program (IIPP) (see Policy 4702), Return to Work Program (see Policy 4730) and other responsibilities and duties as assigned from time to time by the General Manager. The Safety Officer or General Manager's designee will serve as the Team Lead of the District's Loss Prevention Program.

Safety Officer will have increased responsibilities for which the designated employee (other than the General Manager) shall receive a 5% Safety Officer Training/Coordinator Premium.

4702.00 <u>INJURY AND ILLNESS PREVENTION</u>

It is the policy of Citrus Heights Water District to achieve the greatest practical degree of freedom from accidents and to insure that every employee is provided safe and healthful working conditions, free from recognized hazards. To this end, the District shall institute and maintain an Injury and Illness Prevention Program (IIPP) based on the model IIPP program provided by the Association of California Water Agencies - Joint Powers Insurance Authority (ACWA-JPIA).

The IIPP shall be reviewed annually and updated as necessary.

Injuries are costly to the individual worker, often significantly changing the employee's future or impairing the security of the employee's family. They are also costly to the District, both directly and indirectly, with indirect costs often being much higher than the direct costs. It is the firm and continuing policy of the Board of Directors that industrial accidents shall be significantly reduced or eliminated with the use of reasonable administrative procedures, engineering controls and by the aggressive promotion of safe work practices within the District.

Each employee has a responsibility to themselves for their own safety, as well as a

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responsibility to their family, to their fellow workers, to their community, and to their employer in the performance of their duties. Therefore, employees shall be expected to observe safety practices, rules, and operating procedures, as well as instructions relating to the efficient performance of their work. Optimum safety and efficiency in District operations is reached only when all employees are keenly alert and safety conscious.

4702.10 Safety Committee

The District shall establish a Safety Committee to support the Injury and Illness Prevention Program and to ensure that employees are provided safe and healthful working conditions, free from recognized hazards.

4702.11 <u>Composition</u>

The Safety Committee shall be composed of the following five (5) members:

- 1. The District's Safety Officer shall serve as the Chair of the Safety Committee.
- 2. One (1) representative from Administrative Services shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.
- 3. Two (2) representatives from Operations shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.
- One (1) representative from Engineering shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.

4702.12 <u>Coordination and Responsibilities</u>

The Safety Committee meets monthly. The meeting date, time and place will be determined by the Safety Committee members and coordinated by the Safety Officer as the presiding member.

The Safety Committee's primary responsibility is to review all reports of incidents or accidents submitted to the Safety Officer, determine cause and recommend actions to be taken to eliminate hazards or educate/train employees on safe work practices and techniques. The Safety Committee will conduct inspections of District facilities at least once a year, to document hazards, and recommend actions needed to eliminate or minimize the risk to employees. In addition, the Safety Committee will prepare written records of the safety committee meetings, review results of the periodic scheduled inspections, review investigations of accidents and exposures and make recommendations to management for the prevention of future incidents, investigate alleged hazardous conditions, and evaluate employee safety suggestions and make recommendations to the General Manager for action by the Board of Directors.

4703.00 INJURY AND ILLNESS REPORTING

All job-related injuries and illnesses, regardless of severity, must be reported immediately to the affected employee's supervisor, the Safety Officer, the designated Human Resources staff and the General Manager in order to provide prompt and trained evaluation and medical attention, if necessary, and to ensure accurate and timely reporting for Cal-OSHA and Worker's_

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Compensation Insurance. Additional procedures for reporting and actions to be followed by the affected employee, the employee's supervisor and other District staff are contained in the District's Injury and Illness Prevention Program and Return to Work Program (see Human Resources Policy 4730).

The District retains the right to exclude from the workplace employees exhibiting an illness or injury. Non-exempt employees who are excluded from the workplace for exhibiting an illness or injury may be entitled to reporting time pay.

4710.00 SMOKING IN THE WORKPLACE

The District shall provide a smoke free workplace. Smoking (including e-cigarette use or vaping) is not permitted at any location where employees, customers and the public may be exposed to secondhand smoke, including:

-In District buildings.

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- Within 20 feet of District building exterior doors, operable window openings, or heating/air conditioning units, or within 20 feet of a walkway used for entering or passing between District buildings.
- · In District vehicles.
- At District groundwater well sites.

4730.00 RETURN TO WORK PROGRAM

In an effort to minimize serious disability due to on-the-job injuries and to reduce workers' compensation costs, the District will develop and maintain a Return to Work Program. This policy is consistent with the District's responsibilities under the Fair Employment & Housing Act to provide reasonable accommodations to persons with disabilities.

The Program will consist of a team effort made by supervisors, representatives of the District's workers' compensation insurance carrier, the medical provider, the injured employee, and other District staff. All team members are expected to assist in returning the injured employee to a productive status.

Supervisors will assist by directing the employee to appropriate care and assisting in proper reporting of the injury while maintaining regular, substantive communication with the injured employee. They will also assist in arranging work that meets modified work restrictions, as needed, to reduce lost time. The District will work with the representatives of the District's workers' compensation insurance carrier to assist with determining the employee's ability to return to work in accordance with medical recommendations.

4730.01 <u>District Responsibilities</u>

The District shall be responsible for developing and maintaining the Return to Work Program, including any procedures and forms necessary to administer the Program, and providing information to employees regarding the Program.

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4730.02 Employee Responsibilities

The injured employee shall be responsible for cooperating with and communicating with his or her supervisor and other District staff, the physician that is treating his or her injury and the District's workers' compensation insurance carrier, to support efforts to assist the employee in returning to productive work as soon as possible.

4740.00 REASONABLE ACCOMMODATION

It is the policy of the District not to discriminate against any qualified person on the basis of mental or physical disability. If an employee needs a reasonable accommodation, the employee should personally notify the General Manager, orally or in writing, as soon as possible.

Reasonable accommodation may include such things as modifications to the work environment, purchase of auxiliary aids, structural accessibility changes in the workplace, modified schedule, and temporary leave from work; however, the District is not required to alter the job duties of the employee's position or provide a reasonable accommodation that would cause an undue hardship to the District.

While temporary light duty may be an appropriate accommodation, the District is not required to permanently alter the essential duties of the employee's position.

4740.10 <u>Interactive Process</u>

Upon receiving a request for accommodation, the District will engage in a reasonable, interactive process with the employee to ascertain whether the employee is a qualified individual with a disability and, if so, whether any reasonable accommodations are available to permit the employee to perform the essential job duties of employee's position. (The District can also independently commence the interactive process with an employee if it acquires information to suggest that the employee needs a reasonable accommodation in the workplace). The District welcomes the employee's input in this process and will consider any and all suggestions for reasonable accommodations. The District retains the ultimate discretion to determine whether to provide a reasonable accommodation and, if so, which one to provide. In connection with a request for a reasonable accommodation, employees may be required to provide supporting medical documentation, which will be kept by the District in a confidential medical file.

4800.00 <u>EMPLOYEE SEPARATION</u>

4800.01 <u>Categories of Separation</u>

When employees leave the District, they will be assigned to the following categories of separation:

- A. Resignation: A voluntary separation, including:
 - · Resignation with or without notice.
 - Failure to return from a leave of absence.

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• Failure to return from a reduction-in-force upon recall.

Employees who resign are required to file a written statement of voluntary resignation with the-Human Resources-Resources staffSpecialist.

- B. Release: A separation in which the employee is removed from the payroll for non-disciplinary purposes. Releases may result from the employee:
 - Not being qualified for the type of work assigned and no other work is available.
 - Due to a reduction in the District work force.
 - Inability to perform essential job functions with or without a reasonable accommodation.
 - For other reasons that are typically not the fault of the employee.
- C. Deceased: The death of an employee in active employment.
- D. Retirement: A voluntary separation which usually includes qualification for benefits under the District's retirement plan.
- E. Discharge: A separation in which the employee is dismissed and removed from the payroll for violation of District Standards of Conduct, safety regulations, or unsatisfactory job performance for which the employee is at fault.

4800.02 Notice to Employee

The District shall provide employees with written notice of separation of employment from the District.

4810.00 LAYOFF OR REDUCTION OF WORK FORCE

The District expects to maintain steady employment for each employee. However, circumstances may require adjustments in personnel by means of a reduction of work force. Before competent employees are separated due to lack of work, every effort will be made to reassign them to another position within the District (see also Policy 4513).

4810.01 Procedure

If the number of employees must be reduced, the reduction will occur beginning with Temporary Employees.

Further reductions will be based on operational needs and performance history. Within a given classification where the number of positions is being reduced, layoffs among incumbents will be determined based on operational need (e.g. required skill sets and certifications) and performance history over a period not to exceed the prior five (5) years.

The District reserves the right to retain certain Regular Employees without regard to duration of District employment because of the employee's special knowledge, skill, training, or experience.

Employees will receive at least ten (10) working days' written notice from the General

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Manager if they are to be released due to a reduction of work force. At the General Manager's discretion, the affected employee(s) may be placed on paid administrative leave for some or all of the notice period. Employees will receive payment for accrued Annual Leave, Management Leave and Compensatory Time-Off due to a reduction of work force. Payment will be made at the time of the final paycheck.

Employees will be placed on a recall list for twelve (12) months following separation due to reduction in work force. Recall from the list will be based on first operational need, and then performance history. Any former employee on the recall list who retires while on the list remains eligible for recall, but would have to comply with applicable CalPERS requirements if recalled to active service.

4820.00 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

4820.01 Membership

The District is a member of the Public Employees' Retirement System of the State of California (CalPERS) and membership is governed by CalPERS eligibility regulations.

4820.02 <u>Retirement and Other Benefits for CalPERS Members</u>

Requirements for vesting in the CalPERS retirement system, service retirement or disability retirement, death benefits and other CalPERS benefits are set forth in the District's contract(s) with CalPERS and by regulations and procedures established and enforced by CalPERS. Employees are encouraged to visit the CalPERS website, my.calpers.ca.gov, for more information about their CalPERS retirement options and benefits or to contact the General Manager for more information about CalPERS benefits.

4820.03 <u>Separation of Employment</u>

Upon separation of employment, an employee will have various options regarding their CalPERS contributions and status depending upon their years of service and vesting in the CalPERS retirement system. Employees are encouraged to visit the CalPERS website, my.calpers.ca.gov for more information regarding their options upon separation of employment or to contact the General Manager for more information.

4820.04 <u>Employee CalPERS Contributions</u>

Requirements for employee contributions toward their CalPERS retirement benefit are set forth in the District's contract with CalPERS and by regulations and procedures established and enforced by CalPERS.

4820.05 <u>District CalPERS Contributions</u>

Requirements for District contributions toward employees' CalPERS retirement benefits are set forth in the District's contract with CalPERS and by regulations and procedures

4820.06 Disability Retirement Determination-Delegation to General Manager

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Under Government Code Section 21150, before an employee seeking disability retirement (including industrial disability) may have their application approved by the California Public Employees' Retirement System (CalPERS), the District Board of Directors must make determinations, based on medical evaluations (either through a Qualified Medical Examiner report, through the Workers Compensation process, or a Fitness for Duty evaluation) that the employee can no longer perform their essential job duties with or without a reasonable accommodation due to a disabling condition.

Pursuant to Government Code Section 21173, the governing body of a contracting agency may delegate the authority to make such disability determination to the General Manager. The District Board of Directors hereby delegates to the General Manager the authority to a) make applications on behalf of the District, pursuant to Government Code Section 21152 for disability retirement of any employee, and b) under Government Code Section 21156 as to whether such disability is industrial and c) to certify such determination and provide any other necessary and required information to CalPERS. In making such determinations, the General Manager shall rely upon the medical recommendations of a qualified medical examiner, treating physician or the fitness for duty evaluator.

4830.00 <u>INSURANCE BENEFITS FOR RETIREES RETIRING BETWEEN JUNE 3, –</u> 1992 AND MARCH 19, 1996

Subject to the eligibility requirements and levels below, and subject to the retired employee's enrollment in Medicare upon reaching eligibility for such benefits, the District provides the following retiree health insurance benefits. Except as otherwise required by law, no particular form or level of insurance benefit is guaranteed, but rather is subject to the discretion of the Board of Directors as it may direct from time to time.

4830.01 <u>20 Year Service</u>

Retired employees with twenty (20) years of employment by the District are provided with health insurance of the District's choice at District expense upon retirement for the retiree if requested.

4830.02 <u>25 Year Service</u>

Retired employees with twenty-five (25) years of employment by the District are provided with health insurance of the District's choice at District expense for the retiree and his/her spouse/dependents if requested.

Retired employees with twenty-five (25) years of employment by the District who either have no spouse/dependents or do not desire coverage for same may elect the insurance benefit applicable for thirty (30) year service.

4830.03 30 Year Service

Retired employees with thirty (30) years of employment by the District are provided with

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health, dental, and vision insurance of the District's choice at District expense. Spouse/Dependents of a retired employee with thirty (30) years of employment by the District are provided with health and dental insurance at District expense.

4830.04 Basis for Calculating Length of Employment

For the purpose of calculating length of employment to determine insurance benefits for retirees, total employment by the District, whether as a Regular or Probationary employee, will be the base. Such employment need not be continuous.

4830.20 <u>Application of Policy</u>

This policy shall continue to apply to retired employees for whom this policy was in effect upon their retirement.

Employees that retire after the amended date above are subject to the provisions of Insurance Benefits for Retirees Policy 4831.

4831.00 <u>INSURANCE BENEFITS FOR RETIREES</u>

For employees hired prior to January 31, 2019 who have not opted into the District's health reimbursement account benefit program, the District will participate in the cost of health, dental and vision insurance coverage for retired employees and their qualified spouse, registered domestic partner, and dependents based upon length of employment with the District. Employees hired on or after January 31, 2019 will have the option of the District's health reimbursement account benefit, but no other retiree insurance benefits under this Policy.

4831.10 <u>Length of Employment And Eligibility</u>

For the purpose of calculating the length of employment to determine the District's participation in the cost of insurance benefits for retirees, total employment calculated/credited by PERS as years of service as an employee of Citrus Heights Water District shall be the basis and shall not include credit for years of service attributed to accrued sick leave or credit for purchased years of service time. Such employment shall be cumulative and need not be continuous. No credit will be provided for employment with the District in a Temporary capacity.

Employees must have been employed by the District for a minimum of twenty (20.00) years to qualify for benefits under this Policy and must enroll in Medicare/utilize Medicare as primary upon reaching Medicare eligibility. Employees retiring from the District with less than twenty (20.00) years of service do not qualify for benefits under this Policy.

4831.20 Application of Policy

This policy shall apply to employees retiring from the District following the date of its adoption, March 19, 1996.

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Insurance benefits afforded to employees that retired prior to the adoption of this policy shall continue to be governed by the policies, terms, or conditions existing at the time of said prior retirements (see Policy 4830).

4831.30 Qualification of Spouse/Registered Domestic Partner/Dependents

The spouse, registered domestic partner and/or dependents of the employee as of the date of retirement from the District are eligible to participate in the benefits of this Policy. A spouse, registered domestic partner and/or dependents added after retirement are not eligible for participation. Qualified dependent children are eligible to participate up to the age limits as defined by state and/or federal health care regulations.

4831.40 Selection of Benefits

A retiree can choose either to obtain health, dental and vision insurance on their own for themselves and their qualified dependents or, at the time of retirement, the retiree and each dependent covered under the District's insurance plans, while the retiree was on active status, will be offered the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) option to continue health insurance coverage under the "qualifying event" provision as set forth in the law.

Retirees or their surviving dependents, as defined in Section 4831.30 of this policy, shall be eligible to receive reimbursement from the District in an amount not to exceed the maximum District financial participation shown in Section 4831.50 of this Policy. Reimbursement shall be made only upon presentation of written proof of coverage and proof of payment in a form acceptable to the District. Written proof of coverage must be provided to the Human Resources Department at the beginning of each calendar year before any reimbursement will be issued for the remainder of that year.

4831.50 **District Participation**

30.00 years

The District's financial participation under this Policy is dependent upon the length of employment with the District as follows:

Length of Employment	Maximum Monthly District Participation
20.00 years	<u>\$415.00</u>
25.00 years	<u>\$464.00</u>
30.00 years	<u>\$520.00</u>
Length of Employment	Maximum Monthly District Participation
20.00 years	\$415.00
25.00 years	\$464.00

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\$520.00 No credit, cash back refund, or other consideration will be provided for any unused **Formatted Table Formatted Table** Formatted: Indent: Left: 0.56"

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portion of the maximum District participation.

The Maximum Monthly District Participation shall be amended as of and effective January 1 of each year by the percent change in the Consumer Price Index for All Urban West Consumers (CPI-U) averaged over the first six months (January to June) unless otherwise determined by the Board of Directors. Said amendments shall be rounded up to the nearest whole dollar amount.

Unless otherwise directed by the Board of Directors, the monthly amount of reimbursement received by eligible retirees will be increased by any increase pursuant to the paragraph above, but will not be reduced by a decrease in the Maximum Monthly District Participation amount.

The District shall report contributions and make withholdings from contributions in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements. Retirees bear sole responsibility for the tax consequences of District contributions.

4831.85 <u>Death of Retiree</u>

In the event of a retiree's death, a surviving qualified spouse, registered domestic partner, and/or dependents may choose to continue to participate in the benefits of this Policy. A spouse that remarries or a registered domestic partner that enters into another domestic partnership or marries is no longer eligible for participation.

4831.86 <u>Death of Qualified Employee</u>

In the event of the death, prior to retirement, of a District employee who otherwise has met the length of employment requirements necessary to qualify for insurance benefits for retirees, the surviving spouse, registered domestic partner and/or dependents may choose to participate in the benefits under the terms of this Policy.

4831.90 <u>Amendments</u>

The District reserves the right to amend or discontinue this Policy at its sole discretion at any time.

4901.01 <u>EMPLOYEE BUSINESS EXPENSES</u>

Request for travel advances are to be submitted on the appropriate form for review and approval by the General Manager. District vehicles shall be used for travel by vehicle unless a District vehicle is not available. Reimbursement for the use of personal vehicles for District business- related travel shall be approved in advance in writing by the employee's immediate supervisor only in circumstances where a District vehicle is not available. Before an employee can use his or her own vehicle for District business, the employee must have proof of insurance on file with the District, and personal vehicles are not permitted to be used in District business beyond a three hundred fifty (350) mile radius.

Spouses and dependents may accompany the employee on such trips, subject to General Manager approval, provided that their expenses are fully paid for by the employee.

Payment or reimbursement for actual and necessary expenses is obtained by submitting an expense reconciliation form with appropriate receipts to the General Manager for review and approval. Normally, expenses in excess of \$50.00 will be paid by check.

Business expenses advanced by the District for educational and training functions that are not attended by the employee other than due to circumstances beyond their control and for which

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refund or credit cannot be obtained shall be promptly reimbursed to the District by the employee within thirty (30) days of the date of said function.

4901.02 EMPLOYEE MEAL EXPENSES

Meal reimbursements_shall be allowed for employees authorized to work at night or on weekends beyond normal working hours, when the District does not provide the - Authorized meal. Authorized work must extend beyond normal working hours for more than threewo (32) hours to qualify for meal allowance. Employees shall receive a Half-Day perdiem as noted below in such event.

Employees may claim reimbursement for meals when traveling on official business or attending a pre-approved seminar, conference, or meeting. Per diem reimbursements for approved events, not to exceed the limits detailed below, can be obtained by submitting a reconciliation request form to the General Manager for review and approval.

Half Day Event \$45.00 (applies after a minimum of three hours)-Full Day Event \$90.00 (applies after a minimum of five hours)

Employees shall generally not receive the above per diem if meals are provided as an accompaniment to registration. However, if an employee is unable to utilize the provided meal, he or she may receive a half-day or full day per diem as applicable. Any request for per diem shall indicate the District-related reason for not enjoying the provided meal

4901.03 <u>OTHER EMPLOYEE EXPENSES</u>

Incidental employee expenses totaling \$50.00 or less shall be considered for reimbursement from the Petty Cash fund upon request and approval by the General Manager or his/her designated representative, based on presentation of appropriate receipts. Normally, expenses in excess of \$50.00 will be paid by check.

4911.00 DISTRICT VEHICLE AND EQUIPMENT ASSIGNMENT AND USE

The District will provide vehicles and equipment for use on District business on an as needed or required basis. Employees operating District vehicles and equipment are responsible for their safe operation in accordance with the law. Since most job classifications require daily or periodic operation of District vehicles, employees are required to be in possession of a valid California Driver's License for the class of vehicle being operated. The revoking, suspension, or restriction of that license for any reason by the State of California, or a driving record unacceptable to the District for any reason, may be sufficient cause for reclassification or disciplinary action. Satisfaction of traffic citations is the employee's responsibility.

4911.10 <u>Assignment</u>

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The <u>Director of Operations Operations Manager</u> shall maintain a list of all vehicle and equipment assignments.

Only employees designated by the General Manager, Assistant General Manager or <u>Director of Operations Manager will Operations will</u> be allowed to take vehicles and equipment home after working hours.

Use of the District vehicle for driving to and from work by the employee constitutes

Personal Use of Company Automobile (PUCA) as defined by the Internal Revenue Service (IRS). As such, the PUCA benefit shall be accrued to the employee at the current daily rate prescribed by the IRS based on the requirements of the commuting rule.

Employees that are assigned vehicles for work-to-home use must reside within 20 miles of the District headquarters; unless otherwise approved by the General Manager.

On occasion, overtime is necessary to accommodate the needs of the District. This may cause a separation of working hours when regular working hours and overtime hours are not continuous. In these cases, a District vehicle may be assigned for the duration of the irregular work hours by obtaining prior approval of the employee's supervisor. The use of a District vehicle by an employee meeting this criterion shall be on a controlled basis, and shall be monitored by the appropriate supervisor.

4911.20 <u>Vehicle and Equipment Use</u>

District vehicles and equipment shall be operated only in the course of District business unless otherwise approved by the supervisor.

4911.30 <u>Vehicle and Equipment Identification</u>

District vehicles and equipment, except those assigned to exempt employees, shall have a District logo and vehicle identification number permanently affixed. District vehicles assigned to exempt employees shall have a vehicle identification number permanently affixed and may be provided with removable magnetic logos for use at the discretion of the exempt employee.

4911.40 <u>Vehicle and Equipment Inspections</u>

All District vehicles and equipment shall be inspected weekly. Inspections shall be performed and documented by employees at the direction of the the Director of Operations Operations Manager. Inspection reports shall be reviewed by the Director of Operations or designee.

4911.50 <u>Traffic Accident Procedure</u>

When an employee is involved in a traffic accident while operating a District vehicle or District equipment, he/she must immediately notify his/her supervisor, the Assistant General Manager or the General Manager. The employee shall not discuss the accident with anybody but law enforcement officers, a District supervisor or the District's insurance representative. Care should be taken to preserve any evidence and to obtain witnesses.

All vehicles shall be equipped with an accident report packet supplied by the District's liability insurance carrier for use and reference in the event of a traffic accident.

4912.00 <u>PARKING</u>

To courteously serve the District's many visitors, parking should be readily available to the public in the parking lot immediately adjacent to the District's Administrative Office. Formatted: Indent: Left: 0.56" Formatted: Indent: Left: 0.56' Formatted: Indent: Left: 0.56' Formatted: Indent: Left: 0.56" Formatted: Indent: Left: 0.56" Formatted: Indent: Left: 0.56" shall refrain from parking in this area.

Employees shall park in designated employee parking areas or along the public street. Parking shall be at the employee's risk.

Individual parking locations will be designated by the Operations Manager Director of Operations or his/her designee based upon job class and seniority.

4930.00 COMPUTER USE AND INTERNET ACCESS

4930.01 Definitions

For purposes of this policy the following definitions shall apply:

Electronic Communications shall mean and include the use of information systems in the communicating or posting of information or material by way of electronic mail (e-mail), bulletin boards, Internet, or other electronic tools.

Information Systems shall mean and include computers, network, servers and other similar devices that are administered by the District. "Networks" shall mean and include video, voice and data networks, routers and storage devices.

4930.02 <u>District-Maintained Systems</u>

Information systems are maintained by the District to facilitate District business. Therefore, all information sent, received, composed and/or stored on these systems is the property of the District. Access to information systems and electronic communications at the District is a privilege, not a right, and must be treated as such by all employees. All employees must act honestly and responsibly to maintain the integrity of these systems. All employees must respect the rights of all pertinent license and contractual agreements related to District information systems. All employees shall act in accordance with these responsibilities, and the relevant local, state and federal laws and regulations. Failure to so conduct oneself in compliance with this Policy may result in disciplinary action.

4930.03 Privacy Not Guaranteed

All employees should have no expectation of privacy while using the District's electronic communications and/or information systems. The District reserves the right to access, at any time; an employee's electronic mail (e-mail) messages (outgoing and incoming), databases, word-processing, spreadsheet documents and all other forms of files created or stored using the District's electronic communications and/or information systems. Therefore, an employee's outgoing e-mail message must not indicate to the recipient that his/her incoming mail will be confidential or private. The existence of a password on the system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's General Manager and other District employees as designated by the General Manager. Failure to notify the General Manager and other designated employees of passwords or password changes may result in disciplinary action.

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4930.04 Misuse of Systems

Misuse of District's electronic communications and information systems is prohibited and is subject to disciplinary procedures. Misuse includes, but is not limited to, the following:

- A. Attempting to modify or remove computer equipment, software, or peripherals without proper authorization.
- B. Accessing without proper authorization computers, software, information or networks.
- C. Taking actions, without authorization, which interfere with the access of others to information systems.
- D. Circumventing log-on or other security methods.
- E. Using information for illegal or unauthorized purposes.
- F. Personal use of any District information systems or electronic communications for non-District consulting, business or employment.
- G. Sending fraudulent electronic communications.
- H. Using electronic communications to harass or threaten other users.
- Violating any state or federal law or regulation in connection with use of any information system.
- Personal use of any District system to access, download, print, store, forward, transmit or distribute obscene material.
- K. Violating any software license or copyright, including copying or redistributing copyrighted software, without the written authorization of the software owner.
- L. Reading other users' information or files without permission.
- M. Forging, fraudulently altering or falsifying, or otherwise misusing District records.
- N. Launching a computer worm, computer virus or other rogue program.
- O. Downloading or posting illegal, proprietary or damaging material to a District computer.
- P. Transporting illegal, proprietary or damaging material across a District network.

4930.05 <u>Harassment and Discrimination</u>

Messages on the District's voice mail and electronic mail (e-mail) systems are subject to the same policies regarding harassment and discrimination as are any other workplace communication. Offensive, harassing or discriminatory content in such messages may result in disciplinary action.

4931.00 VOICE MAIL AND ELECTRONIC MAIL

4931.01 <u>District-Maintained Systems</u>

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facilitate District business. Therefore, all messages sent, received, composed and/or stored on these systems are the property of the District.

4931.02 Voice Mail

Voice mail greetings and messages, whether on the District's office telephone system or on individually-assigned cellular telephones, are reflections of the professionalism of the District and is part of the District's service to its customers. As such, greetings and messages on voice mail shall be professional and courteous. Employees are expected to check their voice mail boxes on at least a daily basis during the work week, and week and change their greeting as necessary to let callers know when voice messages may not be retrieved promptly, such as when the employee is going on leave or training away from the office.

4931.03 <u>Electronic Mail</u>

Electronic mail, also referred to as "e-mail", should reflect careful, professional and courteous drafting, particularly since it is easily forwarded to others and may be subject to disclosure through a Public Records Act request. Be careful about attachments and broad publication of messages. Copyright laws and license agreements also apply to e-mail. Employees with assigned e-mail accounts are expected to check their e-mail on at least a daily basis, and to reply promptly to inquiries and requests received via e-mail.

4931.04 Personal Use Limitations

Voice mail and electronic mail systems are to be used by employees in conducting District business and are not for employees' personal use. The District understands that, on occasion, immediate family members may need to leave messages on the voice mail or e- mail system for an employee, and is willing to accommodate such incidental personal use to a limited degree. However, personal use of the voice mail or e-mail system that interferes with an employee's work performance or otherwise violates District policy may result in disciplinary action.

4931.05 Privacy Not Guaranteed

The District reserves the right to access an employee's voice mail (outgoing and incoming) and e-mail messages at any time. Therefore, an employee's outgoing voice mail message must not indicate to the caller that his/her incoming message will be confidential or private. The existence of a password on either system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's Assistant General Manager and other District employees as designated by the General Manager. Failure to notify the Assistant General Manager or designee of passwords or password changes may result in disciplinary action.

4931.06 <u>Erasure Not Reliable</u>

Employees should be aware that even when a message has been erased, it still might be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message has been removed.

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4931.07 <u>Message Access</u>

Messages on the voice mail and e-mail systems are to be accessed by the intended recipient and by others at the direct request of the intended recipient. However, the District reserves the right to access any and all messages on both systems at any time. Any attempt to block District access to messages, or to gain unauthorized access to messages on either system, may result in disciplinary action.

4931.08 Harassment and Discrimination

Messages on the District's voice mail and e-mail systems are subject to the same policies regarding harassment and discrimination as are any other workplace communication. Offensive, harassing or discriminatory content in such messages may result in disciplinary action.

4932.00 MOBILE DEVICES

Mobile devices, including but not limited to; cellular telephones, smartphones, or laptop/tablet computers, are important tools for the District. However, mobile devices also represent a significant risk to data security as, if the appropriate security applications and procedures are not applied, they can be a channel for unauthorized access to the District's data and Information Technology infrastructure. This can subsequently lead to data leakage and system infection. The District has a requirement to protect its information assets in order to safeguard its customers, property and reputation. This policy outlines a set of practices and requirements for the safe use of mobile devices and applications.

4932.01 <u>Issuance of District Mobile Devices</u>

District mobile devices will be issued to District employees as determined by the General Manager or his/her designee to facilitate the conduct of District business. Employees that are issued District mobile devices are responsible for care of the device and keeping it secure from theft or loss. Loss of, or damage to, a District mobile device shall be reported immediately to the General Manager or his/her designee. Employees may be liable for reimbursement for equipment issued to them that is lost or damaged. Issued equipment shall remain the sole property of the District and shall be subject to inspection and/or monitoring (including related records, phone logs, text messages, and internet usage logs) at any time. Employees in possession of District equipment are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the equipment for return or inspection. Employees unable to present the device in good working condition within the time period requested (for example, 24 hours) may be expected to bear the cost of a replacement.

Exempt employees, including Department Managers and Supervisors, may have the opportunity to use their personal devices for work purposes when authorized by the employee and the District. If the exempt employee choses to use his/her District sanctioned personal cellular telephone he/she will receive a stipend amount as listed in District Policy 4101.A2 Other Compensation.

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4932.02 Use of District Mobile Devices

The use of District mobile devices is intended for official District business. While it is understood that the use of District mobile devices for personal reasons is necessary on occasion, this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Personal use of a District mobile devices that interferes with an employee's work performance or otherwise violates District policy may result in disciplinary action. Personal toll/long-distance calls or personal use of other services that result in additional charges shall be reported to the General Manager or his or her designee in writing. Personal use charges shall be reimbursed to the District by the employee that incurred the charges within 20 calendar days of presentation of the receipt that contains the personal use charges.

4932.03 Mobile Device Usage While Driving or Operating Equipment

The use of mobile devices, both those issued by the District and personal mobile devices, while driving or operating motorized equipment on District business and/or District time is considered a dangerous distraction and is prohibited. Calls may be answered by passengers; and if a discussion is necessitated between the driver and caller, the driver must pull over to a safe area off the road to take part in the discussion. If driving alone, the driver may pull over to a safe area off the road to respond to the call or message. Under no circumstances may a driver initiate a cellular phone call while driving a vehicle or operating motorized equipment during the course of business or on District time. An exception may be made if the driver has or vehicle is equipped with a Bluetooth or hands free device.

4932.04 Privacy Not Guaranteed

The District reserves the right to access an employee's cellular telephone voice mail (outgoing and incoming) messages at any time. Therefore, an employee's outgoing voice mail message must not indicate to the caller that his/her incoming message will be confidential or private. The existence of a password on the cellular telephone voice mail system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's General Manager and other District employees as designated by the General Manager. Failure to notify the General Manager, or designee of passwords or password changes may result in disciplinary action.

4932.05 Message Access

Messages on the voice mail and e-mail systems are to be accessed by the intended recipient and by others at the direct request of the intended recipient. However, the District reserves the right to access any and all cellular telephone voice messages at any time. Any attempt to block District access to messages may result in disciplinary action.

4932.06 <u>Personal Cellular and/or Wireless Devices</u>

Excessive use of cellular/wireless devices during the work day, regardless of the phone or device used can interfere with employee productivity and be distracting to others. During

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paid work time, employees are expected to exercise the same discretion in using personal cellular/wireless devices as is expected for the use of any District telephone or computer. Cellular phones may not be used at any work site where the operation of the phone is or may be a distraction to the public or other employees.

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4940.00 REASONABLE SUSPICION ALCOHOL AND DRUG-TESTING-PROCEDURES

It is the policy of the District to establish and maintain a safe and healthy workplace for all District employees that is free of any adverse effects on job performance caused in any way by the use or presence of drugs or alcohol. Additionally, this policy is intended to inform employees that assistance toward rehabilitation is available if an employee needs help in overcoming addiction to, dependence upon, or problems related to the abuse of drugs or alcohol.

Involvement with drugs and alcohol, both on and off the job, takes a toll on individual job performance and employee safety. Impacts of substance abuse include higher health benefits usage and workers' compensation claims, increased safety and liability risks, and diminished productivity and quality of work. The District's goal is to prevent or reduce these and other negative effects associated with substance abuse. This policy will serve to establish prohibitions against conducting District business or representing the District while under the influence of drugs or alcohol. Violation of this policy may result in disciplinary action up to and including termination.

Definitions

- Alcohol means any alcohol or alcoholic beverage as defined in the California Business and Professions Code Sections 23003 and 23004.
- Controlled Substance means alcohol, an illegal drug (under either California or federal law) or a drug which is defined as a controlled substance under federal law, such as cannabis, or an immediate precursor thereto. Pursuant to Government Code section 12954, the District will not subject an employee to an adverse employment action based on a District-required drug screening test that has found the person to have non-psychoactive cannabis metabolites in their system, unless the employee is in the building and construction trades or the employee was hired for a position that requires a federal government background investigation or security clearance in accordance with state or federal regulations (such as job classifications recognized by the Department of Transportation (DOT)).
- Conviction means a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal and state criminal statutes.
- Drug means any drug, including, but not limited to, an illegal drug, a controlled substance or a prescription or over-the-counter drug (legal drug) which is listed in any schedule in Sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code.

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—Illegal drug means any drug or immediate precursor which is specified or referenced in any provision of the California Uniform Controlled Substance Act (Division 10 of the Health and Safety Code) which may subject an individual to criminal penalties, or a legal drug which has not been obtained legally, is being used by an individual for whom it was not prescribed, or is not being used in a manner, combination, or quantity for which it was manufactured, prescribed, or intended.

-Legal drug means any over-the-counter or prescription drug which has been obtained legally and is being used in a manner, combination, and quantity for which it was manufactured, prescribed, or intended.

- Drug-Free Workplace means a site for the performance of work in which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- District Business means duties that are performed by an employee for the
 District, whether on or off District premises, including, but not limited to,
 events at which an employee represents the District in his/her official
 capacity and occasions when an employee uses property such as a vehicle
 owned by the District.
- Substance Abuse means the improper use of controlled substances or any other substance (including legal drugs) that impairs an employee's ability to safely and effectively perform the functions of a particular job.
- Under the Influence means an employee has a measurable amount of a controlled substance in his/her body or is exhibiting negative symptoms of use of a controlled substance or legal drug.

It is the policy of the District that:

- An employee performing District business shall not be under the influence of a
 controlled substance, or under the influence of a legal drug which interferes with
 the employee's ability to safely and effectively perform his/her duties.
- An employee's job performance or safety shall not be jeopardized in any way because another employee is conducting District business under the influence of a controlled substance.
- An employee shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- An employee shall not possess or consume an open container of alcohol or an illegal drug on District premises.
- An employee shall not allow an open container of alcohol or an illegal drug to be placed or carried in an District vehicle or in any vehicle over which an employee has control while conducting District business.
- An employee shall not sell, offer, or provide an illegal drug to another person while conducting District business.

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- District prohibits the consumption of alcohol by employees while conducting
 District business, whether or not such consumption will cause the employee
 to be considered under the influence of alcohol. Employees representing
 District at social events or industry events are not prohibited from limited
 appropriate consumption of alcohol at those events.
- An employee shall not test positive for a controlled substance. Pursuant to
 Government Code section 12954, the District will not subject an employee to an
 adverse employment action based on a District-required drug screening test that has
 found the person to have nonpsychoactive cannabis metabolites in their system,
 unless the employee is in the building and construction trades or the employee was
 hired for a position that requires a federal government background investigation or
 security clearance in accordance with federal regulations.
- A. Application. This section applies to all District employees. Any District employees who fall within mandatory random testing requirements of the Department of Transportation regulations will also be subject to random testing as required by law and other District Policy.
- B. Notice. All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion and/or post-accident testing while on duty.
- C. Reasonable Suspicion Testing.
 - A reasonable suspicion test must be based upon specific, contemporaneous, articulated observations concerning the appearance, behavior, speech, or body odors of the employee, or in the event an accident occurs while an employee is driving a District vehicle, where there is reasonable suspicion that the driver of the vehicle may be under the influence of alcohol or other drugs. The observations must be made immediately prior to the determination that reasonable suspicion testing is warranted.
 - 2. The observations must be made by a supervisor and/or District employee official who has received at least one hour training in identifying indicators of probable alcohol misuse plus at least one hour training in identifying indicators of probable controlled substance use.
 - Reasonable suspicion observations must be contemporaneous, i.e., they
 must be made just before, during, or just after the employee's
 performance of job-related duties.
 - Employees for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.
 - 5. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two hours following the reasonable suspicion determination, the employer shall prepare and maintain on file a statement of the reasons the test was not promptly administered. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.
 - A written record of the reasonable suspicion observations, dated and signed by all employees making the observations, must be made within 24

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hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the employee when the results of the test are released.

- The supervisor and/or District official whoemployee who are making the reasonable suspicion observations shall not conduct the test or participate in the collection or chain of custody of any specimen for testing.
- Testing shall occur at a testing facility or laboratory that is Department
 of Health and Human Services certified, and certified and comply with
 all laboratory analysis procedures and quality control measures set forth
 in the regulations applicable to DOT random testing. See 49 C.F.R., part
 40.

D. Miscellaneous.

- 1. A refusal to test shall be deemed a positive test. "Refusal" includes but is not limited to
 - Refusal to provide a urine sample
 - Inability to provide a urine sample without a valid medical explanation
 - Refusal to complete and sign the testing consent form or otherwise act to interfere with the testing or prevent completion of the test
 - Tampering with or attempting to adulterate the collection specimen or procedure
 - Leaving the scene of an accident without obtaining permission from a supervisor, manager, or department director prior to the supervisor, manager, or department director making a determination whether to send the employee for post-accident testing.
- 2. Employees will not be docked pay nor will their leave be charged for time required to take the tests specified in this article. The employer will pay for the initial test. In the case of post-accident testing, the employee will be compensated at the appropriate rate of pay for the length of time required to complete the testing process.
- 3. The employee shall pay for all confirmatory testing of a split sample. In the event that the confirmatory test is negative, the employee will be reimbursed the cost of the test. The employee has the following options for payment for this test: 1) Remit payment to the District, or 2) Request a payroll deduction.
- 4. The District will treat all test results as confidential medical records and recognize that these records may need to be released in the course of legal proceedings.

4950.00 WORKPLACE VIOLENCE PREVENTION

It is the policy of Citrus Heights Water District to achieve the greatest practical degree of preparedness and freedom from workplace violence and to ensure that every employee is provided safe working conditions, free from recognized hazards. To this end, the District shall institute and maintain a Workplace Violence Prevention Plan (WVPP), which shall

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be reviewed annually, updated as necessary, and employees will receive periodic training.

ATTACHMENT 4001. A1 $\underline{\mathsf{MANAGER/SUPERVISOR}}$
EMPLOYMENT AGREEMENT NEW
HIRE

CITRUS HEIGHTS WATER DISTRICT

MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT FOR | JOB TITLE |

This Employment Agreement effective , 20 pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency ("the DISTRICT"), and

, an individual ("EMPLOYEE"), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

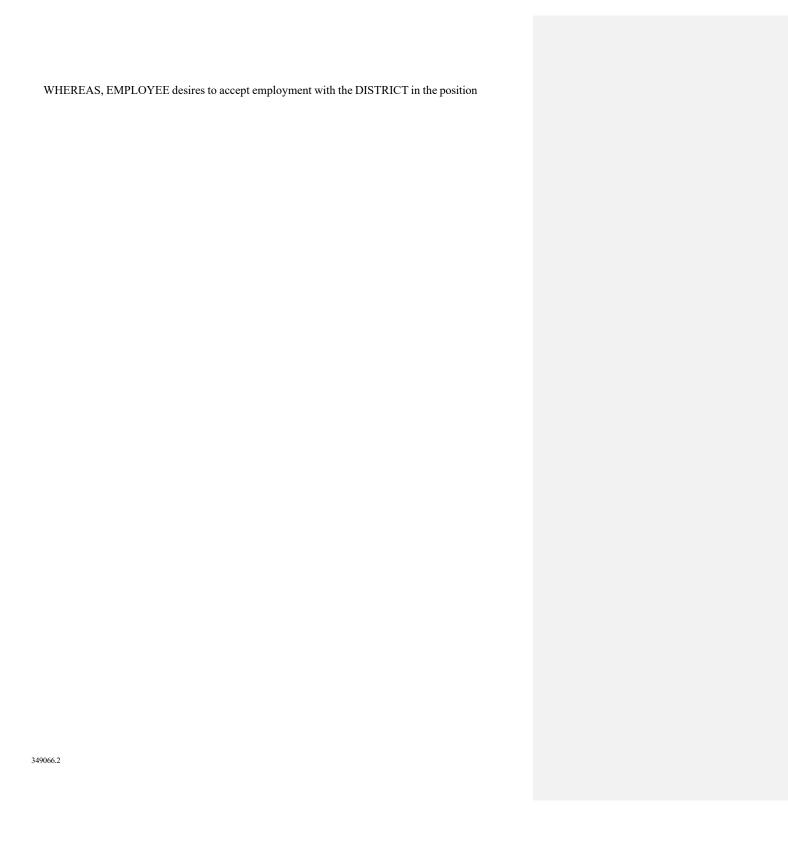
WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

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specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.
- 2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

3. DUTIES AND RESPONSIBILITES.

- (a) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.
- **(b)** Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.
- **(c) Job Position**. EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].
- (d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such

times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

(e) Other Activities. EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

- **(f) Performance Evaluation.** The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.
- (i) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.
- (ii) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at

his/her discretion.

- (g) Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.
- 4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.
- (a) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; or by (4) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.
- **(b)** Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.
- (c) Benefits. EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.
- (d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.
- (e) Expenses. EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities

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as [JOB TITLE] to the extent that his/her expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.

- (f)(c) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.
- 5. CONCLUSION OF EMPLOYMENT. This Employment Agreement may be concluded in any one of the following ways:
- (a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.
- (b) By the General Manager for "Cause." The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.
- **(c) By Mutual Agreement.** At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.
- (d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.
- (e) Obligations at the Conclusion of Employment.
 - (i) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment

_Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

(ii)(i) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer- generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

(iii)(ii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.

(iv)(iii) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

6. INDEMNIFICATION. The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of

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legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

7. **AMENDMENTS.** This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. EXHIBITS. The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A: Job Description for [JOB TITLE]
Exhibit B: Regular Salary Compensation

Exhibit C: Comprehensive General Release and Severance Agreement

- **9. ENTIRE AGREEMENT.** This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.
- 10. NOTICES. Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:

6230 Sylvan Road Citrus Heights, California 95610-5615 Fax: (916) 725-0345

EMPLOYEE's Notice Address:	
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	_

- 11. WAIVER. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.
- 12. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.
- 13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.
- 14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.
- 15. SEVERABILITY. If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.
- **16. POTENTIAL LITIGATION.** The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.
- 17. GOVERNING LAW. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of

Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

- 18. ACKNOWLEDGMENT. EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.
- **19. EXECUTION.** The parties have duly executed this Employment Agreement as of the last <u>date lastdate</u> written in the signature block below.

By: General Manager	Date
EMPLOYEE	
By: Date	

CITRUS HEIGHTS WATER DISTRICT

CITRUS HEIGHTS WATER DISTRICT EXECUTIVE/MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT EXHIBIT A JOB DESCRIPTION FOR [JOB TITLE]

CITRUS HEIGHTS WATER DISTRICT MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT B

REGULAR SALARY COMPENSATION FOR [JOB TITLE]

Salary:				
\$ \$ \$ \$	per hour bi-weekly monthly per year			
The Regular Salary Range for this position is from a bi-weekly base of \$,_(\$ per hour) to a bi-weekly maximum of \$, (\$ per hour) pursuant to the District's Salary Schedule4101.A1.				
Effecti	ve Date for Regular Salary Compensation: , 20			
	Payroll Authorization:			
	By:	Date		
	General Manager/Secretary			

CITRUS HEIGHTS WATER DISTRICT MANAGER/SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT C

GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful

termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

CITRUS HEIGHTS WATER DISTRICT

DIRECTOR OF EMPLOYMENT AGREEMENT FOR [JOB TITLE]

This Employment Agreement effective , 20 pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency ("the DISTRICT"), and

, an individual ("EMPLOYEE"), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, **THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.
- 2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

3. DUTIES AND RESPONSIBILITES.

- (a) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.
- **(b)** Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.
- **(c) Job Position.** EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].
- (d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties

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of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

(e) Other Activities. EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

- **(f) Performance Evaluation.** The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.
 - (i) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.
 - (ii) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

- (g) Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.
- 4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.
- (a) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; or by (4) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.
- (b) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.
- (c) Benefits. EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.
- (d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.
- (e) Expenses. EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable

- (f) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.
- 5. CONCLUSION OF EMPLOYMENT. This Employment Agreement may be concluded in any one of the following ways:
- (a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.
- (b) By the General Manager for "Cause." The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.
- **(c) By Mutual Agreement.** At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.
- (d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.
- (e) Obligations at the Conclusion of Employment.
 - (i) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the

Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

- (ii) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer- generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.
- (iii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
- (iv) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.
- (f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

6. INDEMNIFICATION. The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon,

or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

7. **AMENDMENTS.** This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. EXHIBITS. The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A: Job Description for [JOB TITLE]
Exhibit B: Regular Salary Compensation

Exhibit C: Comprehensive General Release and Severance Agreement

- 9. ENTIRE AGREEMENT. This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.
- 10. NOTICES. Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:
6230 Sylvan Road
Citrus Heights, California 95610-5615 Fax: (916) 725-0345

EMPLOYEE's Notice Address:	
	•
	•

- 11. WAIVER. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.
- 12. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.
- 13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.
- 14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.
- 15. SEVERABILITY. If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.
- **16. POTENTIAL LITIGATION**. The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.
- 17. GOVERNING LAW. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of

Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

- 18. ACKNOWLEDGMENT. EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.
- **19. EXECUTION.** The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

CITRUS HEIGHTS WATER DISTRICT	
By: Date	
General Manager/Secretary	
EMPLOYEE	
Dvv. Doto	
By: Date	

CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF _EMPLOYMENT AGREEMENT EXHIBIT A

JOB DESCRIPTION FOR [JOB TITLE]

CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF _EMPLOYMENT AGREEMENT

EXHIBIT B

REGULAR SALARY COMPENSATION FOR [JOB TITLE]

Salary:	
 \$ per hour \$ bi-weekly \$ monthly \$ per year 	
The Regular Salary Range for this position is from a bi-weekly base of $$ (\$ hour) to a bi-weekly maximum of $$, (\$ per hour) pursuant to the District's Schedule4101.A1.	per Salary
Effective Date for Regular Salary Compensation: , 20	
Payroll Authorization: By: General Manager/Secretary	
Date .	

CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF EMPLOYMENT AGREEMENT

EXHIBIT C

GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful

termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

CITRUS HEIGHTS WATER DISTRICT

DIRECTOR OF/EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT FOR [JOB TITLE]

This Employment Agreement effective , 20 pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency ("the DISTRICT"), and

, an individual ("EMPLOYEE"), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.
- 2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.
- 3. DUTIES AND RESPONSIBILITES.
- (a) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.
- (b) Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

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- (c) Job Position. EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].
- (d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.
- (e) Other Activities. EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

- (f) Performance Evaluation. The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation
- (g) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified

period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.

- (h) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.
- (i) Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.
- 4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.
- (a) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; or by (4) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.
- (b) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.
- (c) Benefits. EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

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- (d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.
- (e) Expenses. EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.
- (f) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.
- 5. CONCLUSION OF EMPLOYMENT. This Employment Agreement may be concluded in any one of the following ways:
- (a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.
- (b) By the General Manager for "Cause." The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.
- (c) By Mutual Agreement. At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.
- (d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.
- (e) Obligations at the Conclusion of Employment.

(f) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment

Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

- (g) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer- generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.
- (h) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
- (i) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.
- (j) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

6. INDEMNIFICATION. The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and

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responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such

claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

7. AMENDMENTS. This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. EXHIBITS. The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A: Job Description for [JOB TITLE] Exhibit B: Regular Salary Compensation

Exhibit C: Comprehensive General Release and Severance Agreement

- 9. ENTIRE AGREEMENT. This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.
- 10. NOTICES. Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:

6230 Sylvan Road

Citrus Heights, California 95610-5615 Fax: (916) 725-0345

EMPLOYEE's Notice Address:

- 11. WAIVER. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.
- 12. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.
- 13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.
- 14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.
- 15. SEVERABILITY. If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.
- 16. POTENTIAL LITIGATION. The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.
- 17. GOVERNING LAW. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.
- 18. ATTORNEY'S FEES. If any legal action or proceeding is brought to enforce or interpret this Employment Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.
- 19. ACKNOWLEDGMENT. EMPLOYEE acknowledges that he/she has had the opportunity

to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.

20. EXECUTION. The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

CITRUS HEIGHTS WATER DISTRICT	
By: Date General Manager/Secretary	
EMPLOYEE	
By: Date	

CITRUS HEIGHTS WATER DISTRICT EXECUTIVE/ MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT EXHIBIT A

JOB DESCRIPTION FOR [JOB TITLE]

CITRUS HEIGHTS WATER DISTRICT

EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT B

REGULAR SALARY COMPENSATION FOR [JOB TITLE]
Salary:
\$ per hour \$ bi-weekly \$ monthly \$ per year
The Regular Salary Range for this position is from a bi-weekly base of \$, (\$ per hour) to a bi-weekly maximum of \$, (\$ per hour) pursuant to the District's Salary Schedule effective September 19, 2016.
Effective Date for Regular Salary Compensation: , 20
Payroll Authorization:
CITRUS HEIGHTS WATER DISTRICT
By: Date General Manager/Secretary
Solidar Managor Solidar j

CITRUS HEIGHTS WATER DISTRICT

EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT C GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or

complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

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ARTICLE I

GENERAL PROVISIONS

Section 1. Statement of Purpose:

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with an Exclusively Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units that are not preempted by federal or state law. However, nothing herein will restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other lawful reasons; determine the content of job classifications; subcontract work and transfer work out of a bargaining unit; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; determine the time and hours of operation of District services; approve policies, goals and objectives; determine staffing patterns and the number and kinds of personnel required; build, move or modify facilities; determine the methods of raising revenue; take action on any matter in the event of an emergency; and exercise complete control and discretion over its organization and the technology of performing its work; and the exercise of the foregoing powers, rights, authorities, duties, and responsibilities of the District and its adoption of reasonable policies, rules, regulations and practices in furtherance thereof shall not be limited, except to the extent required by law or applicable agreement to which the District is a party.

Section 2. Definitions:

<u>Unless the contrary is stated or clearly appears from the context, the definitions set forth below will govern the construction of the words and phrases used in this Resolution:</u>

- (a) "Appropriate unit" means a unit of full-time employee classes or positions, established pursuant to Article II, below.
- (b) "District" means the Citrus Heights Water District, and, where appropriate, refers to the District Board or any duly authorized District representative as herein defined.
- (c) "Confidential Employee" means an employee who, in the course of his or her duties, has access to confidential information relating to the District's administration of employer-employee relations.
- (d) "Consult/Consultation in Good Faith" means to communicate orally or in writing with any or all employee organizations, whether exclusively recognized or not, for the purpose of presenting and obtaining views or advising of intended actions; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not 349066.2

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involve an exchange of proposals and counterproposal with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to Article IV, below.

- (e) "Day" means calendar day unless expressly stated otherwise.
- (f) "Employee Relations Officer" means the General Manager, or designee.
- (g) "Impasse" means that the representatives of the District and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
- (h) "Management Employee" means an employee having responsibility for formulating, administrating or managing the implementation of District policies and programs.
- (i) "Proof of Employee Support" means (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee is not proof of employee support for any employee organization. The only authorization, which is considered as proof of employee support hereunder is the authorization last signed by an employee. The words "recently signed" means within ninety (90) days before filing a petition.
- (j) "Exclusively Recognized Employee Organization" means an employee organization which is formally acknowledged by the District as the sole employee organization representing the employees in an appropriate representation unit pursuant to Article II, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.
- (k) "Supervisory Employee" means any employee having authority, in the interest of the District, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not merely routine or clerical, but requires the use of independent judgment.

ARTICLE II

REPRESENTATION PROCEEDINGS

Section 3. Filing of Recognition Petition by Employee Organization:

An employee organization, which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing the employees in an appropriate unit, must file a petition with the Employee Relations Officer containing the following information and documentation:

(a) Name and address of the employee organization.

- (b) Names and titles of its officers.
- (c) Names of employee organization representatives who are authorized to speak on behalf of the organization.
- (d) A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the District.
- (e) A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.
 - (f) Certified copies of the employee organization's constitution and bylaws.
- (g) A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
- (h) A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, metal or physical disability or medical condition.
- (i) The job classifications or position titles or employees in the unit claimed to be appropriate and the approximate number of member employees therein.
- (j) A statement that the employee organization has in its possession proof of employee support, as herein defined, to establish that a majority of the employees in the unit claimed to be appropriately designated by the employee organization to represent them in their employment relations with the District. Such written proof must be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.
- (k) A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including the proof of employee support and all accompanying documentation, must be declared to be true, correct and complete under penalty of perjury under the laws of the state of California, by the duly authorized officer(s) of the employee organization executing it.

Section 4. District Response to Recognition Petition:

<u>Upon receipt of the Petition, the Employee Relations Officer must determine whether:</u>

- (a) There was compliance with the requirements of the Recognition Petition, and
- (b) The proposed representation unit is an appropriate unit in accordance with Sec. 8 of this Article II.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she must so inform the petitioning employee organization, give written notice of such request for recognition to the employees in the unit and take no action on said request for thirty (30) days thereafter. If any of the foregoing matters are not affirmatively determined, the Employee Relations 3490662

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Officer will offer to consult thereon with such petitioning employee organization and, if such determination thereafter remains unchanged, must provide written notice to the organization regarding the reasons the determination is unchanged. The petitioning employee organization may appeal such determination in accordance with Sec. 10 of this Resolution.

Section 5. Open Period for Filing Challenging Petition:

Within thirty (30) days after the date written notice was given to affected employees that a valid recognition petition for an appropriate unit was filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognition petition being organization of the employees in the same unit by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Sec. 3 of this Article II. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer must call for a hearing on such overlapping petition for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations organization(s) will be heard. Thereafter, the Employee Relations Officer will determine the appropriate unit or units in accordance with the standards in Sec. 8 of this Article II. The petitioning employee organizations have (has) fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Sec. 10 of this Article II.

Section 6. Election Procedure:

The Employee Relations Officer must arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s) in accordance with the provisions of this Resolution or as otherwise required by law. All employee organizations who have duly submitted petitions, determined to be in conformance with this Article II, must be included on the ballot. The ballot must also reserve to employees the choice of representing themselves individually in their employment relations with the District. Employees entitled to vote in such election are those persons employed in regular permanent positions within the designated appropriate unit who were employed during the pay period immediately before the date ending at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the District in the same unit on the date of the election. An employee organization must be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election must be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There cannot be more than one valid election under this Resolution pursuant to any petition in a twelve (12) month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct (an) election, the election will be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections will be borne in equal shares by the District and by each employee organization appearing on the ballot.

Section 7. Procedure for Decertification of Exclusively Recognized Employee Organization: 349066.2

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A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days before the termination date of a Memorandum of Understanding which was in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and must contain the following information and documentation declared by the duly authorized signatory under penalty of perjury under the laws of the state of California to be true, correct and complete:

- (a) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- (b) The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
- (c) An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
- (d) Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof must be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation and information required under paragraph (c) of this Section 7, and otherwise conforms to the requirements of Section 3 of this Article.

The Employee Relations Officer must initially determine whether the Petition was filed in compliance with the applicable provisions of this Article II. If the Employee Relations Officer determines that the Petition is not in compliance, he/she must offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, must return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Sec. 10 of this Article II. If the Employee Relations Officer determines that the Petition does comply, or if a previous determination of noncompliance is reversed on appeal, he/she must give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer must thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election must be conducted in conformance with Sec. 6 of this Article II.

During the "open period" specified in the first paragraph of this Sec. 7, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees 349066.2

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no longer wish to be represented by the recognized organization and all unit employees that he/she will arrange for an election to determine that issue. In such event, any other employee organization may, within fifteen (15) days of such notice, file a Recognition Petition in accordance with this Sec. 7, which the Employee Relations Officer must act on in accordance with this Sec. 7.

If, pursuant to this Sec. 7, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization will be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

Section 8. Policy and Standards for Determination of Appropriate Units:

The policy objectives in determining the appropriateness of units will be the effect of a proposed unit on (1) the efficient operations of the District and its compatibility with the primary responsibility of the District and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit be the broadest feasible grouping of position(s). Rthat shares share an identifiable community of interest. Factors to be considered are:

- (a) Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
- (b) History of representation in the District and similar employment; except, however, that no unit is deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
 - (c) Consistency with the organizational patterns of the District.
- (d) Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classification and proliferation of units.
- (e) Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classification among two or more units.

Managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization, which represents other employees.

Based on these criteria and on the classifications and positions in existence as of the adoption of this resolution, appropriate units are established as set forth in Exhibit A. In the future, the Employee Relations Officer must, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this selection. The decision of the Employee Relations Officer is the District's final decision.

Section 9. Procedure for Modification of Established Appropriate Units:

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Sec. 7 of this Article II. Such requests must be submitted in the form of a Recognition Petition and, in addition to the

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requirements set forth in Sec. 3 of this Article, contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Sec. 8 hereof. The Employee Relations Officer must process such petitions as other Recognition Petitions under this Article II.

The Employee Relations Officer may on his/her own motion propose during the period specified in Sec. 7 in this Article that an established unit be modified. The Employee Relations Officer may at the request of any employee or group of employees, or by his/her own motion propose that an established unit be modified. The Employee Relations Officer must give written notice of the proposed modification(s) to any affected employee organization and hold a meeting concerning the proposed modification(s), at which time all affected employee organizations will be heard. Thereafter the Employee Relations Officer must determine the composition of the appropriate unit or units in accordance with Sec. 8 of this Article II, and give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section 10 of this Article. If a unit is modified pursuant to the motion of the Employee Relations Officer, employee organizations may then file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units (unit(s)) pursuant to Sec. 3.

Section 10. Appeals:

An employee organization aggrieved by an appropriate unit determination under Sec. 9 of this Article may, within (10) days of receiving the Employee Relations Officer's notice, request the intervention of the California State Mediation and Conciliation Service pursuant to Government Code Sections 3507.1 and 3507.3, or may, in lieu thereof or thereafter appeal such determination to the District Board for final decision within fifteen (15) days of notice of the Employee Relations Officer's determination or the termination of proceedings pursuant to Government Code Sections 3507.1 and 3507.3, whichever is later.

An employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Sec. 3); Challenging Petition (Sec. 5) or Decertification Petition (Sec. 7) – or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (Sec. 7) – has not been filed in compliance with the applicable provisions of this Article may, within fifteen (15) days of notice of such determination, appeal the determination to the District Board for final decision.

Appeals to the District Board must be filed in writing with the District Clerk, and a copy thereof served on the Employee Relations Officer. The District Board will commence to consider the matter within thirty (30) days of the filing of the appeal. The District Board may, in its discretion, refer the dispute to a third party hearing process. Any decision of the District Board on the use of such procedure, and/or any decision of the District Board determining the substance of the dispute is the District's final decision.

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ARTICLE III

ADMINISTRATION

Section 11. Submission of Current Information by Recognized Employee Organizations:

All changes in the information filed with the District by an Exclusively Recognized Employee Organization under items (a) through (h) of its Recognized Petition under Sec. 3 of this Resolution must be submitted in writing to the Employee Relations Officer within fourteen (14) days of such change.

Section 12. Payroll Deductions On Behalf of Employee Organizations:

<u>Upon formal acknowledgement by the District of an Exclusively Recognized Employee</u> Organization under this Resolution, only that Recognized Employee Organization may receive payroll deductions of membership dues and insurance premiums for plans sponsored by that Organization, and only upon the Exclusively Recognized Employee Organization's written representation of having received written authorization for such deductions.

Section 13. Employee Organization Activities – Use of District Resources:

Access to District work locations and the use of District paid time, facilities, equipment and other resources by employee organizations and those representing them are authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures, (;) are limited to lawful activities consistent with the provisions of this Resolution that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections, (;) and must not interfere with the efficiency, safety and security of District operations.

Section 14. Administrative Rules and Procedures:

The General Manager is authorized to promulgate administrative policies and procedures as needed to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

Section 15. Reasonable Time Off to Meet and Confer:

The formally recognized employee organization may select not more than three employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two working days in advance of such meetings. In addition,

 No employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, department head or other authorized District management official. Formatted: Font: 12 pt

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Meetings are subject to scheduling by District management in a manner consistent with operating
needs and work schedules. However, nothing limits or restricts District management from
scheduling such meetings before or after regular duty or work hours under appropriate
circumstances.

Section 16. Memorandum of Understanding:

- (a) In order to promote transparency in the bargaining process, the following procedures shall govern the conduct of negotiations:
 - 1. As part of the meet and confer process, the initial proposal containing all proposed terms for a new or successor MOU with sufficient specificity to support a fiscal impact analysis, shall be exchanged by the Exclusively Recognized Employee Organization and the District and shall be considered a public record and made available for public review with an accompanying District analysis of fiscal impact for each proposal;
 - After the initial proposals are exchanged and made public, negotiations shall continue behind closed doors, unless otherwise agreed to by the parties through written ground-rules waiving this requirement;
 - 3. When the meet and confer process is concluded between the District representatives and an Exclusively Recognized Employee Organization, all matters agreed upon shall be incorporated in a written memorandum of understanding signed by the Employee Relations Officer and authorized representatives of the Exclusively Recognized Employee Organization, which together with the District's written fiscal analysis of the proposed memorandum of understanding, shall be available for public review for a minimum of two weeks prior to the District Board meeting taking action at an open public meeting;

(b) A memorandum of understanding is subject to District Board approval and, should the Board refuse approval of a memorandum of understanding, the parties shall resume good faith negotiations toward agreement.

ARTICLE IV

IMPASSE PROCEDURES:

Section 16. Initiation of Impasse Procedures:

If the meet and confer process has reached impasse as defined in Sec. 2 of this Resolution, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its positions on all issues. An impasse meeting must then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting will be:

- (a) To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
- (b) If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

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Section 17. Impasse Procedures:

- A. Initiation of Impasse Procedures. At any time during negotiations, upon a good faith belief that the parties have reached an impasse as defined in this Resolution, either party may declare impasse by submitting a written statement listing all relevant issues and that party's last, best and final positions on each issue. As soon as practicable following receipt of the written declaration of impasse, the Employee Relations Officer shall schedule an impasse meeting to proceed within seven (7) days of receipt of the declaration of impasse. The purpose of such meeting shall be:
 - To determine whether an impasse has, in fact, occurred;
 - To review the position of the parties in a final effort to reach agreement; and
 - If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

If the impasse meeting is not held within fourteen (14) days of the Employee Relations Officer's initially scheduled meeting or if the parties fail to agree on an available impasse resolution procedure, the presumption shall be that no voluntary mediation will occur and the matter will proceed to factfinding or implementation hearing, as appropriate in accordance with California Public Employment Relations Board (PERB) regulations.

- B. Impasse Procedures. Impasse procedures are as follows:
- (i) Voluntary Mediation. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private and nonbinding, unless otherwise specifically and mutually agreed to in writing. The mediator shall make no public recommendation nor take any public position at any time concerning the issues.
- (ii). Factfinding. If the mediator is unable to effect settlement of the controversy within thirty (30) days after his or her appointment, the Exclusively Recognized Employee Organization may request that the parties' differences be submitted to a factfinding panel. The request for factfinding may be submitted no later than forty-five (45) days after the appointment of the mediator or request for mediation. If factfinding is timely requested, each party must select a person to serve on the factfinding panel within five (5) days. Within that five (5) day period the parties may agree on the selection of a person to chair the factfinding panel or be subject to PERB's selection of the chairperson. If the dispute is not settled within thirty (30) days after the appointment of the factfinding panel, the panel will make findings of fact and recommended terms of settlement, which shall be advisory only. The fact-finding panel shall limit its findings and recommendation to issues that fall within the mandatory subjects of bargaining unless the parties mutually agree in writing to submit other issues to the panel. The District shall make the findings publicly available within ten (10) days of receipt.

Upon completion of voluntary mediation, factfinding (including the ten (10) day period after the issuance of any factfinding recommendations), or upon failure to timely request factfinding, the District will schedule an open implementation hearing before the District's Board. The Board may take such action as it, in its discretion, deems appropriate as in the public interest. Any legislative action by the District Board on the impasse shall be final and binding.

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C. Costs of Impasse Procedures. The costs for the services of a mediator utilized by the parties, and other mutually incurred costs of mediation, shall be borne equally by the District and the Exclusively Recognized Employee Organization. Other separately incurred costs shall be borne by the party incurring the costs.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 18. Construction:

This resolution will be administered and construed as follows:

- (a) Nothing in this Resolution may be construed to deny to any person, employee, organization, the District, or any authorized officer, body or other representative of the District, the rights, powers and authority granted by federal or state law.
 - (b) This Resolution must be interpreted so as to carry out its purpose as set forth in Article I.
- (c) If any part of this resolution or its application is deemed invalid by a court of competent jurisdiction, the District Board intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.
- (d) Any proposed amendments to this Policy are excluded from the scope of meeting and conferring but are subject to consultation with Exclusively Recognized Employee Organizations pursuant to Government Code Section 3507.

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Attachment 4101.A1 SALARY SCHEDULE PROPOSED- EFFECTIVE JANUARY 1, 2024

			•	
	2024	2024	2024	2024
JOB TITLE / JOB CLASS	Base Hourly	Base Monthly	Maximum	Maximum
	,	,	Hourly	Monthly
Organizational Leadership	40405	** **********************************	***	*******
General Manager (E)	\$94.85	\$16,440.67	\$128.05	\$22,195.33
Assistant General Manager (E)	\$79.42	\$13,766.13	\$107.24	\$18,588.27
Accounting Series				
Director of Finance/ Director of Finance and Administrative				
Services/ Director of Administrative Services (E)	\$72.21	\$12,516.40	\$97.49	\$16,898.27
Accounting Manager (E)	\$58.19	\$10,086.27	\$78.55	\$13,615.33
Principal Accountant (E)	\$52.90	\$9,169.33	\$71.41	\$12,377.73
Senior Accountant (E)	\$45.27	\$7,846.80	\$61.10	\$10,590.67
Accountant	\$41.15	\$7,132.67	\$55.55	\$9,628.67
Customer Service Series				
Senior Customer Services Specialist	\$39.34	\$6,818.93	\$53.14	\$9,210.93
Customer Service Specialist	\$35.56	\$6,163.73	\$48.03	\$8,325.20
Customer Service Technician	\$29.40	\$5,096.00	\$39.69	\$6,879.60
Customer Service Technician	Ψ29.10	ψ3,070.00	ψ37.07	ψ0,077.00
Engineering Technical Series				
Project Manager (E)	\$61.20	\$10,608.00	\$82.64	\$14,324.27
Engineering Supervisor/Principal GIS Specialist (E)	\$47.67	\$8,262.80	\$64.35	\$11,154.00
Engineering/GIS Specialist	\$41.45	\$7,184.67	\$55.98	\$9,703.20
Engineering/GIS Technician	\$37.67	\$6,529.47	\$50.87	\$8,817.47
Engineering Aide	\$32.76	\$5,678.40	\$44.26	\$7,671.73
Construction Inspection Series				
Construction Inspection Supervisor/Principal Construction				
Inspector (E)	\$46.37	\$8,037.47	\$62.59	\$10,848.93
Senior Construction Inspector	\$40.31	\$6,987.07	\$54.43	\$9,434.53
Construction Inspector	\$36.66	\$6,354.40	\$49.49	\$8,578.27
Engineering Series				
Director of Engineering /District Engineer (E)	\$79.42	\$13,766.13	\$107.24	\$18,588.27
Principal Civil Engineer (E)	\$72.21	\$12,516.40	\$97.49	\$16,898.27
Senior Civil Engineer (E)	\$65.66	\$11,381.07	\$88.62	\$15,360.80
Associate Civil Engineer (E)	\$59.68	\$10,344.53	\$80.57	\$13,965.47
Assistant Civil Engineer	\$51.90	\$8,996.00	\$70.08	\$12,147.20
Assistant Engineer	\$41.45	\$7,184.67	\$56.04	\$9,713.60
Information Tasky alogy (IT) C				
Information Technology (IT) Series Information Technology Manager (E)	\$56.63	¢0 015 07	\$76.43	¢12 247 97
Principal Information Technology Analyst (E)	\$50.03 \$51.48	\$9,815.87 \$8,923.20	\$76.43 \$69.49	\$13,247.87
Senior Information Technology Analyst (E)	\$31.48 \$46.79	\$8,923.20 \$8,110.27	\$69.49 \$63.18	\$12,044.93 \$10,951.20
Semoi information reciniology Analyst	⊅ 4 0./9	\$0,110.27	\$05.18	φ10,931.20

JOB TITLE / JOB CLASS	2024 Base Hourly	2024 Base Monthly	2024 Maximum Hourly	2024 Maximum Monthly
Information Technology Analyst	\$42.55	\$7,375.33	\$57.57	\$9,978.80
Information Technology Technician	\$35.46	\$6,146.40	\$47.87	\$8,297.47
Management Services (MS) Series				
Administrative Services Manager/Chief Board Clerk (E)	\$58.87	\$10,204.13	\$79.50	\$13,780.00
Principal Management Analyst (E)	\$53.52	\$9,276.80	\$72.27	\$12,526.80
Senior Management Analyst (E)	\$46.54	\$8,066.93	\$62.84	\$10,892.27
Management Analyst	\$42.30	\$7,332.00	\$57.13	\$9,902.53
Management Technician	\$38.47	\$6,668.13	\$51.93	\$9,001.20
Public Affairs Series				
Director of Public Affairs (E)	\$72.21	\$12,516.40	\$97.49	\$16,898.27
Principal Public Affairs Analyst (E)	\$53.52	\$9,276.80	\$72.27	\$12,526.80
Senior Public Affairs Analyst (E)	\$46.54	\$8,066.93	\$62.84	\$10,892.27
Public Affairs Analyst	\$42.30	\$7,332.00	\$57.13	\$9,902.53
Public Affairs Technician	\$38.47	\$6,668.13	\$51.93	\$9,001.20
Water Distribution Series				
Director of Operations (E)	\$72.21	\$12,516.40	\$97.49	\$16,898.27
Water Distribution Supervisor (E)	\$54.77	\$9,493.47	\$73.94	\$12,816.27
Assistant Water Distribution Supervisor	\$46.82	\$8,115.47	\$63.21	\$10,956.40
Water Distribution Lead Worker/Operator	\$40.73	\$7,059.87	\$54.97	\$9,528.13
Water Distribution Operator II	\$37.00	\$6,413.33	\$49.97	\$8,661.47
Water Distribution Operator I	\$33.65	\$5,832.67	\$45.43	\$7,874.53
Water Distribution Worker	\$24.29	\$4,210.27	\$32.78	\$5,681.87
Operations Specialist Series				
Principal Operations Specialist (E)	\$54.77	\$9,493.47	\$73.94	\$12,816.27
Senior Operations Specialist	\$49.78	\$8,628.53	\$67.20	\$11,648.00
Operations Specialist	\$42.76	\$7,411.73	\$57.71	\$10,003.07
Operations Technician	\$38.86	\$6,735.73	\$52.47	\$9,094.80
Water Efficiency Series				
Water Efficiency Supervisor (E)	\$42.89	\$7,434.27	\$57.91	\$10,037.73
Senior Water Efficiency Specialist	\$37.31	\$6,467.07	\$50.36	\$8,729.07
Water Efficiency Specialist	\$33.90	\$5,876.00	\$45.78	\$7,935.20
Water Efficiency Technician	\$30.84	\$5,345.60	\$41.61	\$7,212.40
Water Resources Series				
Water Resources Supervisor/Chief Operator (E)	\$58.16	\$10,081.07	\$78.53	\$13,611.87
Water Resources Specialist	\$41.34	\$7,165.60	\$55.81	\$9,673.73
Water Resources Technician	\$37.58	\$6,513.87	\$50.73	\$8,793.20
Miscellaneous Series				
Intern	\$16.28	\$2,821.87	\$28.13	\$4,875.87

Attachment 4101.A2 OTHER COMPENSATION ADOPTED DECEMBER 20, 2023

4101.A2.01 Regular Employees

In addition to salary compensation received, FLSA (Fair Labor Standards Act) exempt, who are not department heads (Senior Management), and non-exempt Regular Employees (see Policy 4001) are authorized to receive the following compensation:

<u>Certified California State Water Distribution System Operators</u> (see Policy 4401)

Grade	D1	\$20.00/month
Grade	D2	\$40.00/month
Grade	D3	\$60.00/month
Grade	D4	\$80.00/month
Grade	D5	\$100.00/month

Certified California State Water Treatment Operators (see Policy 4401)

Grade	T1	\$20.00/month
Grade	T2	\$40.00/month
Grade	T3	\$60.00/month
Grade	T4	\$80.00/month
Grade	T5	\$100.00/mont

American Water Works Association California-Nevada Section Certifications

Backflow Prevention Assembly Tester \$20.00/month Cross Connection Specialist \$20.00/month

Certified California Water Use Efficiency Practitioner

Grade	1	\$20.00/month
Grade	2	\$40.00/month
Grade	3	\$60.00/month

Standby Duty (see Policy 4120)

\$44.00/day
\$108.00/day
\$108.00/day
\$108.00/day
\$44.00/day
\$108.00/day

4101.A2.04 Out-Of-Class Pay

At times, the District needs to temporarily assign an existing employee to perform a more complex level of work or additional work in a higher, equivalent or subordinate position. This need may arise due to a vacancy created by an extended leave, resignation or retirement. In order to qualify for Out-of-Class Pay, an employee must be assigned in writing by the General Manager or General Manager's Designee to perform the duties of another job classification due to a temporary vacancy extending for a period of more than eight (8) consecutive working days, holidays excluded. Assigned employees will be compensated at a five percent (5%) increase of their current hourly rate of pay in recognition of the increased responsibilities and additional workload. This Out-of-Class rate of pay increase is temporary in nature and will remain in effect until the assignment is complete. The maximum duration of the temporary assignment is one year. If the need arises to extend the assignment past one year, written justification must be provided by the General Manager and filed in the employee's personnel file. This written justification must include the completion date of the temporary assignment. This Policy section pertains to all positions that report to and/or are subordinate to the General Manager.

4101.A2.05 Personal Cellular Telephone Reimbursement

Exempt employees, including District Department Managers and Supervisors, will receive a monthly stipend in the amount of \$72 to use District sanctioned personal cellular telephones. This stipend will be paid through payroll quarterly. If an employee obtains or currently has a plan that exceeds the monthly stipend, Citrus Heights Water District will not be liable for the cost difference. The device remains the property of the employee whoemployee who is responsible for all repairs or replacement of the device.

The General Manager, or their designee, may authorize a Personal Cellular Telephone Reimbursement for non-exempt employees when business needs arise.

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ATTACHMENT 2

Clean Version of Human Resources Polices Update (4000 series) with New Edits

CITRUS HEIGHTS WATER DISTRICT HUMAN RESOURCES POLICIES MANUAL

4001.00 <u>EMPLOYMENT STATUS DEFINITIONS</u>

4001.01 Regular Employees

Employees holding a regularly-authorized District position who have completed any applicable probationary period. Regular employees may be full-time (budgeted to work 2,080 hours in a year) or part-time (budgeted to work at least 1,040 hours but less than 2,080 in a year). At the discretion of the General Manager, employment as a Regular Employee may or may not be subject to an Employment Agreement. If subject to an Employment Agreement, the nature, duration and conditions of employment will be established in writing at the onset of employment. Regular employees may be Fair Labor Standards Act (FLSA) exempt (paid on a salaried basis and not eligible for overtime compensation) or non-exempt (paid on an hourly basis and eligible for overtime compensation). Unless otherwise designated as "at will" at the time of appointment or in an applicable Employment Agreement, a regular employee may only be terminated or disciplined for cause.

4001.02 <u>Temporary Employees</u>

Employees hired to work fewer than 1,040 hours in a year or employees, often recruited and placed through a temporary agency, who work on a temporary basis for the District. The nature, duration, and conditions of employment will be established in writing at the onset of employment. Temporary Employees will not be eligible for benefits that accrue to Regular Employees, including vacation time, sick leave, or holidays except as required by law. Compensation shall be on an hourly basis.

4001.03 Special Employment Categories

Employees hired for a special purpose or duration to meet a particular District need are "special employees" and may include: (a) provisional employees – those who meet the minimum qualifications for a regular position and who are appointed on an interim basis of at least two weeks' duration to fill a vacancy until such position is filled; (b) specially- funded employees – those working in a full- or part-time capacity but in a limited term position funded by special, non-District revenues, or (c) interim employees— those existing employees who accept an interim promotional opportunity or a limited period of time, as specified in an employment agreement. "Interim employees" may be promoted into the regular position at the discretion of the General Manager upon completion of the applicable probationary period. Special employees are not eligible for benefits that accrue to regular employees except as required by law or as

otherwise specified in writing at the time of appointment to a special employment category.

4001.04 <u>Non-Employee Services</u>

The District may occasionally obtain services from external sources that are true independent contractors (e.g. law firms, engineering firms, environmental consulting firms, and the like.) Such arrangements will be made in writing and must be executed by the Board of Directors or the General Manager (or designee).

4001.06 Rehired Employees

Employees rehired after leaving employment with the District may be subject to employment at the discretion of the District. The nature, duration and conditions of employment will be established in writing at the onset of employment.

The ability to rehire California Public Employees' Retirement System (CalPERS) retirees is subject to the restrictions and guidelines set forth by the Public Employee's Retirement Law (PERL).

When an employee is rehired, his/her duration of District employment (see Policy 4050) shall not include any period of time while not a District employee (e.g. gaps in District Employment).

4001.20 Employment Agreements

The District will enter into an Employment Agreement with the General Manager (who is a direct report to the District Board) and such agreement will be approved and executed by the District Board and the General Manager employee. The District may also, at the discretion of the General Manager, employ persons who report to the General Manager to work for the District under a written Employment Agreement, which shall be signed by the General Manager and by the employee. The Employment Agreement shall specify the terms and conditions of the relationship between the District and the employee, and may include terms and conditions of employment that differ from those of other District employees.

4001.30 <u>General Manager</u>

The General Manager is the head of the District's personnel system and all operational departments. Where the term "General Manager" is used throughout the Human Resources policies in the District's Policies and Procedures manuals, as well as accompanying Administrative Procedures, the term shall mean the General Manager or designee(s).

4001.40 Employee-Employer Relations Policy

The District has adopted an Employee-Employer Relations Policy (EERP), in accordance with Government Code Section 3507 which empowers the District to adopt reasonable rules and regulations for the administration of employer-employee relations. A copy of this EERP is attached as Attachment 4001.40 A-1.

4005.00 PROBATIONARY PERIOD DEFINED

A working test period of 12 months during which an employee is required to demonstrate his/her fitness for the duties to which he/she is appointed by actual performance of the duties of the position.

4005.01 Objective of Probationary Period/Positions Covered

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his/her position. All employees appointed to District positions that are not "for cause" positions must successfully complete a probationary period.

4005.02 Probationary Periods/Appointments to Positions

All original employee appointments shall be subject to a probationary period of no less than twelve months of actual service and may be extended an additional 90 days at the discretion of the General Manager. All promotional or lateral appointments shall be subject to a probationary period of six months, which may be extended an additional six months at the discretion of the General Manager. If a probationary employee's probationary period is extended, the employee shall be given written notice of the extension prior to the expiration of the probationary period.

4005.03 <u>Extension of Probationary Period For Absences From Work</u>

Absences from work for ten (10) or more work days during the probationary period, regardless of the reason or cause for the absence, shall automatically, and without further notice provided to the employee, cause the probationary period to be extended by the total number of calendar days of the absence. Approved vacation leave absences will not be considered for purposes of this section.

4005.04 Rejection from Probation

During the probationary period, an employee's District employment in that position is "at will," and he or she may be rejected at any time without cause and without the right of appeal. The probationary employee who is rejected will be notified in writing that he or she has not successfully completed the probationary period. If the rejection occurs during the original probationary period, the employee shall be discharged from employment. A "for cause" employee who has previously completed an original probationary period, and who is rejected during a promotional or lateral probationary period, shall be reinstated to the employee's immediately former position unless he/she is rejected for a reason which would have constituted cause for the employee's discharge from the former position.

4005.05 Rejection of Probationary Employee

During a probationary period an employee may be rejected by the General Manager (or designee) at any time, with or without cause, and without the right of administrative appeal except as required by law.

4010.00 <u>RECRUITING AND SELECTION</u>

The following provisions apply to the recruitment and selection of Regular Employees. When such a personnel vacancy occurs, the General Manager will conduct a recruitment

and selection program to identify and choose the most qualified individual for the position. The Board of Directors shall determine the procedures to be followed for recruitment and selection of the General Manager.

4010.01 Procedure

The following steps govern the recruiting and selection process:

- A. The District generally supports the practice of promoting from within. It also believes that employees have the primary responsibility for their own career development. To assist in both of these processes, any current employee has the opportunity to apply for any position the District may post.
- B. Upon the authorization of the General Manager, the District may waive the outside recruiting process on a case-by-case basis if it is determined to be in the best interest of the District to consider only internal candidates for the vacancy.
- C. Regular positions with the District generally will be subject to a competitive recruitment process, either as an internal or an external recruitment, as determined in the discretion of the General Manager. Vacancies will be advertised in the appropriate medium(s) in hard copy or electronic versions, at the discretion of the General Manager, as needed to ensure a sufficient pool of qualified applicants. Liberal use of low-cost, widely disseminated electronic resources and social media is encouraged as appropriate, in order to reach a broad and diverse candidate pool. Recruiting sources could also include local or regional newspapers, posting on the internet and/or District web site, professional journals, trade publications and/or public sector job recruitment bulletins. A period of time for accepting applications will be established that will be sufficient for interested persons from outside the District organization to obtain and submit applications for vacancies when they occur.
- D. Incoming applications or resumes will be screened to identify qualified candidates. For positions below the General Manager, screening will be done by the General Manager or designee(s). The Board will establish any applicable screening process for candidates applying for the General Manager position.
- E. Screening interviews will be conducted. Interview panel composition will vary based on the needs of the position and circumstances, and

- they may include evaluator(s) from outside of the District (e.g., management or supervisory employees from other public agencies) to ensure the impartiality of the evaluation process.
- F. Once a candidate is selected, a conditional written offer will be made that identifies the position title, starting compensation, and other information about various terms and conditions of employment. Such offer will be conditioned on passing a reference and appropriate background check, as well as any applicable medical evaluation and drug/alcohol test. No candidate shall begin employment at the District prior to successful completion of the offer conditions.
- G. Once a candidate has successfully passed all of the conditional offer conditions, arrangements for a start date of employment will be made.
- H. Pre-employment medical screenings and applicable drug/alcohol testing will be at the District's expense by a physician or testing facility designated by the District. Final offers of employment are contingent upon the results of this examination.
 - Effective January 1, 2024, pre-employment drug testing which includes screening for cannabis may only test for the presence of THC in the individual's bodily fluids and may not include any test for non-psychoactive cannabis metabolites. These limitations do not apply to positions that require a federal government background or security clearance, such as for employees who are required to participate in the District's "Federally Mandated Commercial Drivers License Holders Drug/Alcohol Testing Education Program."
- I. Candidates who are conditionally offered employment must consent in writing to an Employment Background Investigation. This investigation will be at the District's expense by an investigator designated by the District and may include one or more of the following investigations: criminal court records; department of motor vehicles records; social security verification report; civil court index check; individual consumer credit check; bankruptcies, tax liens and judgments; sex offender registry; education and credential verification; employment verification; professional references; and workers' compensation history. Final offers of employment are contingent upon the results of this investigation.
- J. All employees must complete the Employment Verification Form I-9 issued by the Immigration and Naturalization Service and provide appropriate documentation of eligibility to work in the U.S.

4010.02 Notice

The General Manager shall notify the Board of Directors, via written or verbal notice, of all new employees, appointees or promotions at the next Regular Meeting of the Board of Directors.

4011.00 EQUAL OPPORTUNITY

The District is committed to equal opportunity with respect to all employees and applicants for employment. The District hires and treats employees without regard to race, color, creed, religion, national origin, ancestry, sex (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or expression, age, marital status, citizenship status, and status with regard to public assistance, physical or mental disability, medical condition, genetic information, veteran status, political affiliation, reproductive health decision, or other basis protected by law. The District may make employment decisions on the basis of bona fide qualifications as permitted by law.

The District's human resources policies, including promotion, transfer, compensation, employee benefits, reassignment, layoff or termination of employment, training and development, and discipline will be administered in accordance with this Policy.

Any employee with a question or problem in the equal opportunity area should bring the question or problem to the attention of the General Manager or the General Counsel.

4012.00 EMPLOYMENT OF RELATIVES

The District reserves the right, in some situations and business requirements, to prohibit employment of close relatives in any circumstances where there is actual or potential adverse impact on supervision, safety, security, efficiency or morale. Some such circumstances would include employment of relatives within a direct management reporting chain or any other circumstances of shared supervision, shared job duties, or any other. The purpose of this policy is to promote public confidence in the integrity and efficiency of the District's forces, to promote consistent and equitable treatment of District employees, to prevent breaches in confidentiality, and to prevent favoritism and the perception of favoritism.

4012.01 Close Relative Defined

Close relatives include:

Spouses* Mother-in-law*
Parents Father-in-law*
Children Brother-in-law*
Brother Sister-in-law*
Sister Stepchildren*
Adopted Children Stepparents*

Grandparents

Aunts

Uncles

1st Cousins

Domestic Partner, as defined in Family Code section 297(b)*

Romantic partner sharing employee's residence*

Grandchildren Children of a Domestic Partner.

Guardians / Wards Nieces Nephews as defined in Family Code section 297(b), or of a romantic partner sharing employee's residence*

*current and former

4012.02 <u>Existing Employees</u>

If District employees become Close Relatives after employment with the District, the District reserves the right to move or transfer one or both such Close Relative employees to eliminate actual or potential adverse impacts, as well as (in extreme circumstances) to terminate the employment of one or both Close Relative employees. Such action by the District shall be at the sole discretion of the General Manager or designee with respect to all positions below the General Manager. Such discretion shall reside solely with the Board of Directors where the General Manager is one of the Close Relative employees involved.

4013.00 VOLUNTEER PROGRAM

The Citrus Heights Water District has determined that the establishment of an unpaid Volunteer Program is an effective method of improving public service and participation by allowing interested individuals to volunteer their time, efforts and expertise to our organization. The specifics of the Volunteer Program shall be set forth in Administrative Procedure (AP4013) promulgated by the General Manager. The purpose of this policy is to establish guidelines for the use of volunteers in District programs and/or day-to-day operations and to specify the roles and responsibilities of those involved in the Volunteer Program.

The Volunteer Program shall not be used to reduce, eliminate or otherwise supplant any position or task provided by the District that is maintained by dedicated, paid personnel employed by the District. Under no circumstances will a volunteer be assigned or undertake emergency activities involving water system operations, including but not limited to activities that, by law, must be performed by a certified operator. That would include, but isn't limited to, any operation or repair of the District's Water Distribution or Water Treatment systems without the proper supervision of a properly certified operator employed by the District. All District volunteers will be subject to the conduct requirements applicable to District employees, including but not limited to the Standards of Conduct in Policy 4501 and the District's harassment and discrimination prevention policy in Policy 4512.

4014.00 DISASTER SERVICE WORKER

In the event of a local, regional, state, or national emergency, all employees shall be required to report for work in accordance with District's emergency preparedness plans. Assigned duties may vary from normal duties. In such an emergency, provisions of these Rules may be expressly waived by action of the General Manager. Employees are required to perform duties

as "disaster service workers" (DSW), and as such may be assigned by the District or its General Manager to fulfill emergency action needs outside the course and scope of their regular job duties. When serving as a DSW, an employee may also be directed to report to a different supervisor and/or to work at a different location than normal in order to fulfill the DSW role.

4020.00 RIGHTS AND RESPONSIBILITIES

4020.01 <u>General Principles</u>

These policies and procedures are not a contract with any employee, and the District reserves the right to change the contents at any time and without notice, at the discretion of the Board of Directors. To ensure that the District is able to carry out its statutory functions, mission, and responsibilities, the District is committed to the following general principles in personnel matters:

- 1) Basing personnel actions on merit, operational needs and efficiencies, excellent service to customers, and organizational needs.
- 2) Prohibiting illegal discrimination and other inappropriate bias.
- 3) Ensuring and fostering a culture of excellence and accountability in performance.

4020.02 Personnel Matters

In terms of personnel matters, the Board of Directors shall be responsible for the selection, management, and direction of the General Manager and General Counsel, for setting policy for the organization and providing staff with appropriate direction to implement such policy. The General Manager shall be the chief personnel officer for the District responsible for the selection, management, and direction of the District's workforce. Throughout this District Policy Manual, the term "General Manager" shall refer to the actual General Manager or designee.

4020.03 At-Will and "For Cause" Employment

"At-will" is an employment relationship in which either the District or the employee can end the employment relationship at any time, with or without cause or notice. Regular employees holding such positions will typically have an Employment Agreement with the District setting forth various terms and conditions of employment, however nothing in such agreement may alter the "at will" nature of their employment or guarantees any particular term of employment. Similarly, nothing in the District's policies and procedures shall be interpreted to modify or limit the employment-at-will relationship for such positions absent formal action by the District Board of Directors executed in writing.

For all Regular positions that are not designated as "at will," (typically these are positions below the Supervisor/Principal level of the organizational chart), employment with the district is "for cause" following successful completion of any applicable probationary period. This means that such employees may only be disciplined or terminated "for cause" and subject to applicable due process set forth elsewhere in these Policies and Procedures (Policy 4513). A "for cause" employee's acceptance of a promotion or transfer to a higher level position that is "at will" shall automatically be deemed a waiver of all "for cause" and due process rights or procedures.

These policies and procedures are not a contract with any employee, and the District reserves the right to change the contents at any time and without notice, at the discretion of the Board of Directors.

4020.04 <u>Review of Policy</u>

All Human Resources Policies and Procedures will be reviewed and updated as frequently as evolving legal requirements may require. Further, the District shall endeavor to review and update its Human Resource Policies and Procedures approximately annually to ensure compliance with applicable law.

4040.00 PERSONNEL RECORDS AND PRIVACY

With regard to the collection, storage, dissemination and administration of information pertaining to employees, it is the District's policy to collect only information which the District needs to carry out valid responsibilities or that are otherwise required by law.

Access to personnel files is restricted to authorized employees of the District on a "need to know" basis and is typically restricted to the General Manager and designees regularly assigned to carry out various personnel duties and functions. Other employees may be granted access to personnel file materials at the direction of the General Manager in order to carry out specific authorized personnel functions and activities.

4040.10 Requests for Employee Information or Employment References

All requests for employee information shall be governed by applicable state or federal laws and shall be referred to the General Manager for handling.

Dates of employment (hire and/or rehire) and current job title of an employee and salary may be released to a third party without a signed request or signed consent of the employee. Release of other information requires a signed request, specifying the information desired, the party or parties to whom it may be released, and the signed consent of the employee. Other releases of personnel information will be made as required by law.

Except for authorized disclosure of information by the General Manager, neither District Board members nor District employees shall provide employment references on former employees or current employees without the employee's execution of a written District waiver and release.

Review and Duplication of Personnel Records and Medical Records In accordance with applicable provisions of law, employees may review the non-confidential portions of their own personnel records file upon reasonable notice to the General Manger at a mutually agreed-upon time. One copy of the documents from the employee's personnel records file and medical records file can be made for the employee for their own records at District expense. Generally applicable copying charges will apply to any additional copies requested.

4050.00 EMPLOYMENT DURATION

The duration of employment with Citrus Heights Water District for all Regular employees shall be calculated under the direction of the General Manager for the purposes of establishing insurance benefit eligibility, calculating benefit accruals and the

determination of other Human Resources policy provisions.

4050.10 <u>Determination of Employment Duration</u>

Unless otherwise specified in other Human Resources policies, the following criteria are to be used in determining an employee's District employment duration.

4050.15 <u>Hire Date</u>

The Hire Date for employees shall be the first day of employment with the District as a Regular Employee of the District.

4050.20 Employment Duration: Regular Employees

The duration of District employment for Regular employees shall be the difference in years between the current calendar date and the Hire Date inclusive of employment duration inclusions and excluding employment duration exclusions as specified below.

4050.25 Employment Duration Inclusions

The following absences from the workplace are to be included in an employee's duration of District employment:

- Annual Leave
- Management Leave for Exempt Employees
- Compensatory Time Off (CTO)
- Administrative Leave
- Sick Leave
- Compassionate Leave
- Court Appearance
- Jury Service Leave
- Holidays
- Leave without Pay (the first five (5) days annually)

4050.26 Employment Duration Exclusions

The following absences from the workplace are not to be included in an employee's duration of District employment, except as may otherwise be required by law:

- Personal Leave of Absence
- Layoff or Reduction of Work Force
- Break(s) in District Employment for Rehired Employees
- Leave without Pay (beginning with the sixth (6th) day annually)

4050.30 Employment Duration: Regular Part-Time Employees

The duration of District employment for Regular Part-Time employees shall be calculated based upon the number of cumulative hours paid as a Part-Time employee divided by 2,080 as expressed in years inclusive of employment duration inclusions and excluding employment duration exclusions as specified above.

4090.00 <u>JOB DESCRIPTIONS</u>

Job descriptions, including physical qualifications in compliance with state and federal law (e.g. the Americans with Disabilities Act (ADA), shall be developed and maintained for each job position.

Job descriptions shall be used in a variety of personnel-related issues and circumstances, including but not limited to organizational structure, employee recruitment and selection, performance appraisals, evaluation of accommodation requests, etc.

The statements and qualifications contained within a job description shall reflect general details as necessary to describe the principal function of a job, including but not limited to the essential duties and other responsibilities; physical capabilities; working conditions; licenses and certifications required; and the level of knowledge, abilities, and experience typically required, but should not be considered an all-inclusive listing of work requirements, which often evolve and change from time to time.

4090.10 <u>Job Description Development and Approval</u>

The Board of Directors shall act as the approval and revision body for budgeted positions set forth in the District's publicly-available pay schedule. The General Manager shall prescribe job classes and develop, approve, and amend as necessary all employee job descriptions consistent with the positions listed in District's publicly-available pay schedule.

4101.00 COMPENSATION/RECLASSIFICATION/POSITIONS

4101.10 <u>Salaries</u>

It is the intent of the District, subject to applicable economic conditions, to provide employee compensation that is comparable, based upon experience, qualifications, skill set, and performance, with those of similar water utilities and public agencies in the Sacramento region. "Salary" as used in this policy is used in the generic sense to refer to compensation generally, which may be paid on an hourly or salaried basis.

4101.11 Salary Ranges

The salary and total compensation schedules of similar water utilities and public agencies in the Sacramento region may occasionally be used by the District, along with other information as available.

In determining salary ranges for District employment positions, the following criteria are expressed as goals for the District:

• The maximum salary for a particular salary range is to be established as the 100th percentile of the best matches of the maximum labor market salary adjusted for total compensation including benefits. This will be used to set the top step of the District's benchmark classification salary. Salary ranges for all regular employment positions with the District shall be established by action of the Board of Directors.

4101.12 Salary Survey

The District shall perform a total compensation survey at intervals of no more than three years to ensure that District salaries are consistent with the marketplace.

The information resulting from a total compensation survey will be considered by the District in making amendments to the District's Salary Schedule.

- In the event that a District salary range or ranges are determined to be below the marketplace for an employment position or positions, the Salary Schedule may be amended to reflect a changed increase to the range. Changes to employee compensation within the new range, shall be determined by the General Manager and may be implemented over time subject to the provision of budgeted funds.
- In the event that a District salary range or ranges are determined to be above the marketplace for an employment position or positions, the Salary Schedule may be amended to reflect a changed decrease to the range. Such a decrease to the range will typically not change an employee's salary except as otherwise

determined by the Board of Directors. In the event that an employee's base salary is above the salary range as a result of a decrease to the range, said employee's salary will typically remain frozen (i.e. Y Rated), with no merit or COLA increases, until such time as the salary range is further amended, either due to COLA adjustments, subsequent total compensation surveys or action by the Board of Directors, such that said employee's salary is then within the salary range for the employment position.

4101.13 <u>Salary Schedule</u>

The Salary Schedule may only be amended by action of the Board of Directors. Employees should refer to the current Salary Schedule for further information.

4101.14 Salary Adjustments

Adjustments in salary for employees other than the General Manager, other than salary cost-of-living (COLA) adjustments provided pursuant to Policy 4102, within salary ranges adopted in the Salary Schedule may be considered and authorized by the General Manager.

An adjustment in salary for the General Manager, other than salary cost-of-living (COLA) adjustments provided pursuant to Policy 4102, within salary ranges adopted in the Salary Schedule shall be considered and authorized only by the Board of Directors.

4101.15 Reclassification

When changes in job duties, surveys or other data show that a position requires modification, the duties and responsibilities contained in the job description will be reviewed to determine whether reclassification is appropriate. Reclassification of a job may, but will not necessarily, increase or decrease an employee's rate of pay. In the event that a position classification has to be changed to a classification with a lower base salary range, the General Manager will determine if the employee's pay rate will be reduced. If the employee's pay rate is not reduced, the pay rate will remain frozen (i.e. Y Rated), with no merit or COLA increases, until the Salary Schedule is modified such that an increase may be considered.

4101.20 Other Compensation

In addition to salaried compensation provided to employees, other compensation may be provided as approved from time to time by the Board of Directors, and is listed in the Other Compensation Schedule.

4101.25 Positions

The positions listed in the District's current Salary Schedule are those for which the District maintains a current job description and salary range. Filling of the positions is dependent upon the needed skills and training necessary for the District to efficiently carry out its mission. Employment of any person or persons in any of the positions noted is further dependent on the Board of Directors appropriation of funds through the District's budget process or by other Board-approved means. All listed positions need not necessarily be filled.

The orderly grouping of various functional positions is intended to be indicative of a typical career path that an employee could foresee based upon one's growth in areas such as but not limited to knowledge, training, education, accountability, responsibility, and employee supervision.

Temporary workers, which are not considered part of the District's regular work force may be hired from independent employment services at the discretion of the General Manager within authorized budget amounts.

4101.26 <u>Expansion of Work Force</u>

Expansion of the District's regular work force to include positions in excess of the organizational structure and chart shall require approval by the Board of Directors.

4102.00 SALARY COST OF LIVING ADJUSTMENTS (COLA)

The Cost of Living Adjustment (COLA) is reviewed on an annual basis by the General Manager. Any recommendations for COLA adjustments are then submitted to the District's Board of Directors for review and potential approval, subject to its sole discretion and assessment of the District's then-current financial circumstances. Factors which the District Board of Directors will consider in determining whether to approve a COLA adjustment include, but are not limited to:

- a. Whether District personnel compensation is currently at or above the 100th percentile for compensation when compared to similar water utilities and public agencies within the Sacramento region,
- b. Whether and to what extent an increase in personnel costs will impact the percentage of total proposed budget allocated for personnel costs, and
- c. Whether an increase and/or the amount of a potential increase in water rates will be required for the year in which the COLA is recommended or requested.

The Consumer Price Index for All Urban West Consumers (CPI-U), averaged over the first six months of the calendar year, is to be used as a guideline in determining the amount of a COLA; however, the Board has the sole discretion to approve a COLA (which may be less than the CPI-U), and no COLA shall exceed 5% regardless of the CPI-U. The current salary schedule will typically be reviewed in December; and the salary ranges amended by an approved COLA percentage shall be effective the first full pay period of January. Cost of Living Adjustments are to be applied regardless of position within a salary range.

Unless otherwise directed by the Board of Directors, individual employee salaries shall increase by the same percentage amount as the COLA adopted by the Board of Directors, but individual employee salaries will not be reduced by a decrease in the COLA.

4102.10 Salary Survey

In the event that the District's salary schedule is amended due to a salary survey (see Policy 4101), amendment of the current salary schedule by a COLA will not apply.

4102.20 COLA for Reclassified Employees

Salary Cost of Living Adjustments for employees that are reclassified are addressed in the District's Administrative Procedures.

4102.30 No COLA for Part-Time and Temporary Employees

Hourly wage rates for Part-Time Employees and Temporary Employees hired directly by the District will not be amended due to a salary cost of living adjustment.

4103.00 SALARY MERIT ADJUSTMENTS

Salary adjustments within the salary range for a particular job title shall be based upon the eligible employee's performance evaluation and any applicable criteria established by the General Manager by Administrative Procedure. No employee whose overall performance evaluation rating is below "meets expectations plus" will be eligible for a merit adjustment in that rating year. Said adjustments shall be determined by the General Manager within the budget established and approved by the Board of Directors.

Salary adjustments tied to the employee's performance evaluation constitute a "Pay for Performance" system where an overall rating of "meets expectations plus" constitutes "superior" performance. For example, a rating of "unsatisfactory, "needs improvement" or "meets expectations" is not eligible for a merit adjustment; ratings of "meets expectations plus," "commendable," "commendable plus" and "exceptional" are eligible to receive a percentage of increase determined by the General Manager in accordance with the budget established and approved by the Board of Directors for this purpose. Salary adjustments for the General Manager shall require approval by the Board of Directors

Merit adjustments, when earned through performance, adjust the base compensation of the employee, as reflected in the publicly-available pay schedule, and therefore are considered pensionable compensation.

An employee who receives a "merit adjustment" may also qualify for an employee incentive award through the District's annual Employee Recognition and Rewards Program, as set forth in Policy 4105 below.

4103.10 Extended Range Merit Adjustment At Top of Classification Range

Subject to its assessment of the District's financial circumstances and budgetary approval, the Board of Directors shall annually establish the District's publicly-available salary ranges for each regular, full-time classification other than the General Manager with a minimum salary, a maximum salary that equates to the top base step for each range, and an "extended range" that is no more than percent (5%) above the control point.

An employee who has, through merit adjustments, reached the top of the employee's salary range (i.e. the maximum salary) is eligible annually to earn "extended range" merit performance pay of 1-5% for the coming year in accordance with the ratings received in the employee's annual performance evaluation for the prior year. This percentage shall be set by and at the discretion of the General Manager (and for employees subordinate to Department Directors, the General Manager shall consult with the applicable Department Directors to establish the appropriate percentage.)

At the end of each evaluation year, the base salary for any employee who has been receiving "extended range" merit pay shall automatically revert back to the maximum salary level. If the employee's performance ratings for that year again qualify for

"extended range" merit pay, a new corresponding percentage will be set and implemented for the coming year.

No employee who receives a rating in any evaluation category below "meets expectations plus" shall be eligible for "extended range" merit performance pay.

In no case may an employee's salary exceed the extended range established for that classification as set forth on the Board-approved, publicly-available pay schedule.

4105.00 EMPLOYEE RECOGNITION AND REWARDS PROGRAM

The District's employees are one of its most valuable assets. The District affirms its desire to employ highly skilled and motivated employees in order to provide the highest level of service within its own work force, to its customers and to the community. In order to acknowledge those employees that go above and beyond everyday expectations in their duties, the District will develop and maintain an Employee Recognition and Rewards Program, the details of which shall be set forth in applicable Administrative Procedure implemented by the General Manager. The Board of Directors shall maintain discretion to approve funds designated for use in the Program. Employee incentive awards through the Program coincide with the annual performance rating of the employee and are in addition to any applicable merit adjustment pursuant to Policy 4103 above. Employee incentive awards are only available for employees who are rated "meets expectations plus" or above; incentive awards are tied to the performance rating, where the maximum rating of "excellent" may receive an incentive award of up to 5% of the Employee's existing annual salary. For example, and dependent on District Board approval of funds for use in the annual Program, the following Employee incentive awards may be earned by Employees who exceed performance expectations: Incentive Award Range of 0-3% for Meets Expectations Plus; 0-3.5% for Commendable; 0-4% for Commendable Plus; and 0-5% for Excellent.

An employee incentive award earned through the Program is a one-time payment for the calendar year which does not increase the base compensation for PEPRA employees during that year, as set forth in the publicly-available pay schedule.

4110.00 HOURS OF WORK

District employees generally work an alternate "4-10" schedule in which employees work 10 hours per day on Monday through Thursday, defined as regular work days, unless otherwise prescribed by the General Manager.

Work hours and schedules will be determined by the General Manager to meet the customer service, operational, project management and administrative needs of the District and may be modified from time to time at the discretion of the General Manager. Employees shall be notified in writing of their typical work schedule. All employees are expected to arrive at work at the beginning of their scheduled shift and to remain at work until the end of their scheduled shift (apart from scheduled rest and meal breaks). Hourly non-exempt employees will not be paid for time they are not present at work. Regular tardiness and/or leaving work before the end of the scheduled

shift may be cause for discipline up to and including termination.

Supervisors are responsible for ensuring that their subordinates arrive at work at the beginning of their scheduled shift and remain at work until the end of their scheduled shift (apart from scheduled rest and meal breaks).

Periodic or temporary variations to the typical work schedule may be authorized in writing by the General Manager.

Certain limited time near the end of a work day may be authorized by the department supervisor for the cleaning up and putting away of tools and equipment. Employees may also be authorized to use this time to clean.

The District looks unfavorably at any idle time and encourages all employees to use their own initiative in all situations, when not otherwise directed, to make productive efforts toward the betterment of the District. Any employee who believes he or she has exhausted available regularly- assigned work tasks must immediately seek direction from a supervisor to obtain additional assignments.

4111.00 LUNCH AND REST PERIODS

4111.10 Lunch Period

All non-exempt employees scheduled for more than a five (5) hour work day are eligible for a minimum thirty (30) minute unpaid lunch period during which the employee is relieved of duty. Scheduling of the lunch period will be at the discretion of the department director or supervisor, and the employee is responsible for taking the lunch period at the approved time. Lunch periods may exceed thirty (30) minutes in length at the discretion of the supervisor.

The lunch period is inclusive of travel time from and returning to the assigned work location.

Lunch periods are not paid work time. In situations authorized by the department director or supervisor for those lunches taken as part of a work or training activity, the time is deemed "hours worked" and paid in accordance with regular pay procedures.

4111.20 Rest Period

All non-exempt employees are eligible for a paid rest period not to exceed fifteen (15) minutes for each consecutive four (4) hour work period. Scheduling of the rest period will be at the discretion of the department director or supervisor.

The rest period is inclusive of travel time from and returning to the assigned work location.

4112.00 <u>OVERTIME PAY</u>

District overtime pay policy will conform to the requirements of applicable law including the federal Fair Labor Standards Act. All "non-exempt" employees will be paid at one and one-half (1.50) times their regular rate of pay for hours worked in excess of forty (40) hours in a regular work week; at one and one-half (1.50) times their regular rate of pay for hours worked in excess of over ten (10) and up to twelve (12) hours a day; and at

(2.00) times their regular rate of pay for hours worked in excess of twelve (12) hours in a day. A regular work week is defined as a seven-calendar-day period commencing at 12:00 a.m. each Monday and ending at 11:59 p.m. the following Sunday. Pay for non-exempt employees' work in excess of forty-eight (48) hours in a regular work week will be at two (2.00) times their regular rate of pay. The District retains discretion to "flex" an employee's working hours within a single seven-day work period to reduce potential overtime costs.

Leave hours shall not be counted as hours worked for the purpose of qualifying for overtime pay except in circumstances where the employee works hours that require returning to work in an emergency situation, after being off duty on discretionary leave and where the emergency work hours are not a continuation of a regular work shift. Under these circumstances, when discretionary leave hours have been scheduled in advance (i.e. vacation or CTO) and are interrupted by an emergency call back, the leave hours within that work period may be counted as hours worked for the purpose of qualifying for overtime pay.

Employees are required to accurately report all hours worked, including overtime, on their timecards. Unauthorized or unreported overtime work is strictly prohibited. Employees may be subject to discipline for violations of this overtime policy. No overtime shall be recorded or reported for less than 8 minutes of work.

At a non-exempt employee's option, compensatory time-off (CTO) in lieu of overtime payments may be granted subject to a maximum CTO accrual (see Policy 4303).

4112.02 Holiday Overtime Pay

All non-exempt employees will be paid at two (2.00) times their regular rate of pay for hours worked on the day of a District observed holiday. All non-exempt employees will be paid at 2.5 times their regular rate of pay for hours worked in excess of 10 hours on the day of a District observed holiday. For a list of designated District holidays (see Policy 4350).

4112.03 Paid Leave Following Extended Work Shifts

In consideration of the safety and well-being of District employees, any employees, at the discretion of the General Manager's approval, may be granted authorized Leave-with-Pay on the work day that immediately follows a work shift that prevented the employee from having at least eight (8) non-working hours. The purpose of this provision is to ensure that District employees are not required to work when they are overly fatigued from working an overnight or extended shift and that employees are allowed non-working time off to rest without being required to use their Annual Leave, Compensatory Time-Off (CTO) or take Leave-without-Pay.

Upon returning to work after the prescribed eight (8) non-working hours, the employee may be granted a maximum Leave-with-Pay based upon the time difference to the nearest one-quarter hour between their typical work shift starting time and their actual return to work time. In the event that the employee works beyond their typical work shift ending time, the maximum Leave-with-Pay will be reduced by the time worked beyond the typical work shift ending time.

4112.04 Exempt Employees

Exempt positions are those ineligible for overtime compensation according to applicable law. Such positions will be so designated in the applicable job description and/or Employment Agreement.

4112.50 Overtime Recruitment

Scheduled overtime or non-emergency response overtime work shall not be performed without the express prior approval of the General Manager. In unusual circumstances where the General Manager is unreachable, the highest ranking on-duty supervisor may approve such scheduled non-emergency overtime work. Emergencies requiring immediate response do not require prior approval. The procedure for staffing scheduled, non-emergency overtime shall be determined by the General Manager in an appropriate Administrative Procedure.

In an emergency situation (as determined by the General Manager), the General Manager retains the discretion to assign overtime (whether as a hold-over or call-back response) to the first available employees who possess the skill set necessary to address the emergency issue.

4113.00 PAYROLL

Payroll functions shall be performed under the direction of the General Manager.

4113.01 <u>Payroll Period</u>

The payroll period for payment of compensation due to employees shall be 14 calendar days in length. The payroll period shall end at 11:59 p.m. on the 14th calendar day following the beginning of the pay period.

4113.02 Payroll Withholding

The District will make payroll deductions as required by law for each employee. Deductions required by law may include, but are not limited to, Federal tax withholding, State tax withholding, Social Security and Medicare withholding. Deductions may also include garnishment of wages as ordered by a court of law or other entities as authorized by law. The District will also make payroll deductions as requested in writing by the employee for other programs or purposes approved by the District such as deferred compensation plans and supplemental insurance plans.

4113.03 Direct Deposit of Payroll Checks

The District may offer direct deposit of an employee's payroll check into the employees' personal financial account(s), subject to any requirements and/or limitations imposed by State or federal law, the District's payroll service vendor or the District. Enrollment in direct deposit shall be optional and at the sole discretion of each employee.

4113.10 Non-Exempt Employee Time Sheets

All District employees shall record their hours worked, contemporaneously with working the hours, on an Employee Time Sheet. Non-exempt full time employees must account for at least forty (40) hours per work week and shall record any applicable leave time utilized or overtime hours worked. At the District's discretion, non-exempt full time employees shall record the starting and ending time of each work day and meal period. The Time Sheet shall be submitted on a bi-weekly basis to an employee's supervisor or designee as soon as practicable following the end of the work week, typically prior to 9:00 a.m. on the Monday morning immediately following the end of the work week. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

Accuracy of time sheets is critically important, and all employees are to certify in writing that the hours appearing on their time sheet are a true and accurate record of the actual hours worked. Any employee with a question about how to accurately complete the time sheet should seek direction from the General Manager prior to certifying and submitting it. Any attempt to falsify or misrepresent hours worked on a time sheet is strictly prohibited and will subject an employee to disciplinary action. Each employee's time sheet shall be reviewed biweekly and approved in writing by their supervisor.

4113.11 Time Sheets for Exempt Employees

Time sheets for exempt employees shall be submitted to account for and track tasks performed and as a method of recording leave hours used. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

4113.12 Work Week

For purposes of completing time sheets and determining hours worked during a work week, the District's work week shall commence at 12:00 a.m. on Monday and end at 11:59 p.m. on the following Sunday.

4113.20 Payday

All employees will be paid on the Thursday following the end of each bi-weekly payroll period except when this date falls on a District holiday. When this occurs, payment will be made on the preceding business day whenever possible within the constraints of the payroll process. When making payment on the preceding business day is not possible, payment will be made on the first business day following the District holiday.

4113.21 Payment for Standby Duty and Standby Duty Overtime

The bi-weekly payroll covers Standby Duty and Standby Duty Overtime work performed through the completion of a weekly Standby Duty period ending on or before the end of

the pay period. Standby Duty and accompanying overtime work completed after the close of the bi-weekly payroll period will be reported and paid as part of the next payroll period. Completion of a Weekly Standby Duty report by the Director of Operations or their designee shall serve as authorization for payment of Standby Duty and Standby Duty Overtime.

4113.30 Advances Prohibited

Employee payroll advances for hours not yet worked are prohibited.

4113.40 No Check Cashing

Cashing of personal or payroll checks by the District is prohibited.

4120.00 STANDBY DUTY

4120.01 Assignment and Rotation of Standby Duty

Regular employees with water distribution system operating experience and certification as a California State Water Distribution System Operator are eligible for water distribution system Standby Duty. Said water distribution system operating employees within the job classes of Expert/Specialist and Journey/Professional shall perform Standby Duty on a rotating basis subject to recommendation by the Director of Operations or designee and approval by the General Manager. In recommending/approving an employee for Standby Duty, the following items shall be required:

- 1. Knowledge of the operation and maintenance of the District's water distribution and transmission system.
- 2. Knowledge of District geography.
- 3. Knowledge of District policies and procedures.
- 4. Response time to the District property / service area.
 - a. Employees assigned to Standby Duty must reside within fifteen (15) miles of the District headquarters while performing Standby Duty.

The rotation schedule of employees eligible for Standby Duty shall be maintained and prepared at the direction of the General Manager. Assigned employees are responsible for their weekly duty as assigned, however, a substitute employee(s) from the ranks of those eligible is permitted, with the approval of the Director of Operations or designee, so long as there is no inconvenience to other employees or the District. The employee who was originally assigned to standby duty is ultimately responsible for their assigned week.

Standby Duty shall begin at 5:00 PM on Tuesday and shall end at 5:00 PM on the following Tuesday. Employees shall not perform Standby Duty for two (2) consecutive weeks unless approved by the Director of Operations or designee.

4120.02 Duties

The duties of the employee assigned to Standby Duty encompass responding, either by telephone or in person, to after-hour reports from customers or others of problems

associated with District operations. Significant in this response is personal observation and analysis of failure or damage to the District's water transmission and distribution system. In analyzing the failure or damage, the Standby Duty person shall consider public safety, water quality, personal property, the integrity of the adjacent water distribution facilities and other related factors in determining the need to assemble additional District personnel to address the situation.

Selection and assembly of additional personnel to address an off-duty call-out situation shall be consistent with the District's Overtime Recruitment requirements.

An employee assigned to Standby Duty shall remain accessible at all times by a combination of an employee provided standard telephone and/or a District provided cellular telephone. The Standby Duty person shall not take part in repair activities if at all possible in order to remain accessible for subsequent responses to after-hour reports.

4120.03 <u>Standby Duty Pay</u>

Employees who are assigned to Standby Duty in a non-working status at their residence during off-duty hours shall be entitled to payment for Standby Duty in addition to their regular compensation and overtime pay as set forth in the "Other Compensation" schedule (see Policy 4101) per each Standby Duty assignment. Daily pay for Standby Duty, as set forth by the Board of Directors, may differentiate between regular work days, Friday, Saturday, Sunday, District Paid Furloughs, and holidays.

An employee who is assigned to Standby Duty during the time period from 6:30 AM to 5:00 PM on a District observed holiday (see Policy 4350) will be compensated for the day the holiday is observed by receiving District holiday Standby Duty pay (see Policy 4101) and will also receive ten (10) hours added to their Annual Leave accrual upon completion of their Standby Duty assignment.

4120.04 <u>Vehicle and Equipment Use</u>

Employees who are assigned to Standby Duty shall be provided with and use a District vehicle, in accordance with the District's vehicle policy, as designated by the Director of Operations or designee. Said vehicle shall be equipped with the necessary tools and equipment to enable the employee to properly carry out the tasks typically associated with Standby Duty. A check list of the tools and equipment necessary to perform Standby Duty shall be prepared by the Director of Operations or designee. Weekly, prior to occupying said District vehicle, the incoming Standby Duty employee shall confirm that all tools and equipment are secure and present in good working condition. On the last day of a Standby Duty assignment, the outgoing Standby Duty employee shall clean said vehicle inside and out at the beginning of the regular duty shift. Weekly, both the incoming and outgoing standby employees shall fill out the call truck list for tools and equipment. The employee may, at his/her own risk and liability, store his/her personal vehicle at the District's corporation yard while using a District vehicle for the performance of Standby Duty. Relocation of a Standby Duty employee's personal vehicle to a location other than the District's corporation yard shall be the responsibility of the employee and shall be done outside of regular working hours without additional compensation.

4120.50 Call-Outs

4120.51 Call-Out Reports

A Call-Out Report must be completed by the Standby Duty employee for all calls received, whether or not it was necessary for the Standby Duty employee to respond in person to a call. The Call-Out Report will be prepared on the District-provided form and shall be delivered to an Operations Department supervisor at the beginning of the next regular work day.

All call-outs and overtime worked are to be reviewed by the Director of Operations prior to payment of overtime. The Director of Operations or designee shall prepare a weekly report quantifying Standby Duty Pay and Call-Out Pay. The Director of Operations shall maintain a historical file of Standby Duty and Call-Out Reports together with supporting documentation including, but not limited to, notification reports received from the District's answering service.

4120.60 Call-Out Pay

An employee shall receive overtime Call-Out Pay in addition to Standby Duty Pay for responding, either by telephone or in person, to after-hour reports from customers or others, of problems associated with District operations. No overtime shall be recorded or reported for less than 8 minutes of work, which shall be cumulatively applied for the Standby Duty week if the employee remains on standby duty.

4120.61 Compensation Rate

Call-Out Pay shall be at the appropriate overtime rate of hourly compensation with a one (1) hour minimum per call-out. An employee shall be compensated with Call-Out Pay whether the response is by telephone or in-person.

4120.62 Multiple Call-Outs

Whenever the same employee receives multiple call-outs within the same time period (i.e., before the employee returns to his / her residence from the first call-out), the employee shall not be entitled to additional pay except for time actually worked beyond the first call- out minimum.

4120.63 Travel Allowance

For purposes of determining hourly compensation for call-outs, travel time from the employee's residence to the reporting station and return to residence shall be included in the minimum pay period. However, travel time does not count as "hours worked" for purposes calculating any applicable overtime. An exception to this would be if the employee would be required to remain on duty until the start of the regularly scheduled shift when return travel time will not be paid.

4200.00 <u>EMPLOYEE INSURANCE BENEFITS</u>

4200.01 General

The District provides a variety of insurance coverages and benefits. The General Manager or those employees designated to regularly perform human resources duties are available to discuss and answer employee questions. It is the employee's responsibility to fill out claim forms and send them in for processing; however, the employee may obtain assistance from such personnel.

4200.10 <u>Employee Benefits Statement</u>

The General Manager shall oversee preparation and distribution of an annual summary statement of employee benefits and costs related thereto including the employee's utilization of the District's Education Assistance Program (see Human Resources Policy 4401) shall be provided to each employee in accordance with particular benefit plan requirements or by March 31 of each year.

4210.00 HEALTH INSURANCE

Regular employees working forty (40) or more hours per week, and their dependents, as defined in Section 4210.10 of this Policy, are covered by a group health insurance plan through the District. Group health insurance benefits for Regular part-time and other employees are provided as required by law.

Coverage begins on the first day of the month following an eligible employee's hire date and is paid by the District to a monthly maximum periodically set by the Board.

For employees who were hired on or prior to February 1, 2019 and have opted to keep the District's traditional health benefits (Tier 1) Western Health Advantage and Kaiser Gold Plans, the District will contribute up to \$2,000 monthly for an employee's health benefits premium.

Employees hired after February 1, 2019 are considered to have expanded benefits (Tier 2), and the District will cover up to the full premium of a Kaiser Platinum plan for employee + family. The premium for this plan will vary per employee, based upon the age and zip code of both the employee and dependents.

Monthly health insurance premium amounts for a covered employee that exceed this monthly maximum shall be paid by the employee in the form of a payroll deduction from each pay period. Covered employees shall also pay a contribution toward their health insurance coverage in accordance with the benefit program approved from time to time by the Board of Directors.

Employees are required to pay the following contribution towards their health insurance coverage:

- Employee Only \$0
- Employee + one \$25 per pay period
- Employee + family \$50 per pay period

Similarly, co-payments required by the approved benefit program shall be the full responsibility of the employee at time of service. Upon submission of a claim to a third-party administrator, eligible co-payments may be eligible for reimbursement through an approved District health savings or plan or reimbursement program. Employees should consult Human Resources or the Provider for details.

It is mandatory that each employee notify the General Manager whenever any additions or deletions occur in his/her dependent status.

Employees may elect not to enroll in a District-provided health insurance plan if they have qualifying health insurance coverage through a parent's, spouse's or a registered domestic partner's employer. If an employee elects not to enroll in the District-provided health insurance plan, the employee shall receive a payment of \$400.00 per month in lieu of health insurance enrollment. The payment shall be processed through the District's payroll, and is subject to all applicable federal, state and local withholdings. For non-exempt employees, this amount is also factored into the employee's "regular rate of pay" for purposes of overtime compensation calculations.

4210.01 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires employers with at least twenty (20) employees to continue health care coverage for employees and/or eligible dependents, as defined in Section 4210.10 of this Policy, that lose coverage due to certain qualifying events. If an employee's group health benefits end due to specified qualifying events in compliance with federal law, the employee or dependent may elect to continue coverage under the District's health insurance plan for a limited period and at the employee's or dependent's expense as provided by federal and/or state law.

Covered employees or eligible dependents will be responsible for notifying the health insurance plan administrator of divorces, legal separations, or loss of dependent status. Individuals will have a limited period to elect to continue the health care coverage as provided by federal or state law.

Employees and dependents that qualify and wish to continue their health care coverage will receive notification of their COBRA rights from the District's third-party administrator and will receive the necessary information and forms to initiate the conversion process.

4210.10 Dependents

For the purpose of determining eligibility for group health insurance benefits, dependents shall be as established and defined by the group health insurance carrier or by state or federal law. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate etc.) may be required by carriers as a condition of providing dependent coverage

4210.11 <u>Directors</u>

Consistent with Section 2080.20 of the District's Board of Directors and Officers policies and as permitted by law, Directors may participate in the District's group health insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating in

the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

4211.00 DENTAL INSURANCE

The District provides group dental insurance for Regular employees whose positions are regularly scheduled to work 32 hours per week or more and their eligible dependents. Group dental insurance benefits for Part-Time employees are subject to the terms and conditions specified in the Offer Letter between the District and the Part-Time employee (see Policy 4001). Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4211.10 Dependents

For the purpose of determining eligibility for group dental insurance benefits, dependents shall be as established and defined by the group health insurance carrier. Carriers typically include spouses and children to a specified age as eligible dependents. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate, etc.) may be required by carriers as a condition of providing dependent coverage.

4211.11 Directors

Consistent with Section 2080.20 of the District's Board of Director policies and as permitted by law, Directors may participate in the District's group dental insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating in the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

4211.20 Policy Renewal

Renewal of the Dental Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

4212.00 <u>VISION INSURANCE</u>

The District provides group vision insurance for Regular employees whose positions are regularly scheduled to work thirty-two (32) hours per week or more and their eligible dependents. Group vision insurance benefits for Part-Time employees are subject to the terms and conditions specified in the Offer Letter between the District and the Part-Time employee (see Policy 4001). Premiums are paid by the District in accordance with the current benefit program approved by the Board.

For the purpose of determining eligibility for group vision insurance benefits, dependents shall be as established and defined by the group health insurance carrier. Carriers typically include spouses and children to a specified age as eligible dependents. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate, etc.) may be required by carriers as a condition of providing dependent coverage.

4212.11 Directors

Consistent with Section 2080.20 of the Board of Director policies and as permitted by law, Directors may participate in the District's group vision insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating in the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

4212.20 <u>Policy Renewal</u>

Renewal of the Vision Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

4220.00 LIFE INSURANCE

Regular employees whose positions are regularly scheduled to work thirty-two (32) or more hours per week are covered by a group life insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board.

The amount of life insurance provided for all qualified employees is \$250,000.

All employees may purchase additional life insurance above that provided by the District. Said purchase shall be made by payroll deduction as coordinated through Human Resources.

Provision of this additional life insurance is subject to acceptance by the insurance company. No additional compensation will be provided in lieu of non-acceptance of coverage.

4220.20 <u>Accidental Death and Dismemberment Insurance</u>

Regular employees who work thirty-two (32) or more hours per week are covered by a group accidental death and dismemberment insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4220.30 Policy Renewal

Renewal of the Life Insurance and Accidental Death and Dismemberment Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

4222.00 DISABILITY INSURANCE

Regular employees whose positions are regularly scheduled to work thirty-two (32) or more hours per week are covered by a long term disability insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board. Employees will

be provided with a copy of the plan document that specifies the situations by which an employee is eligible and the method by which the exact benefit is calculated.

In general terms, the benefit of Long Term Disability (LTD) Insurance is to provide income protection if the employee becomes disabled from a covered sickness, accidental bodily injury or pregnancy. Coverage begins after a specified number of calendar days of continuous disability as provided in the policy. Any and all accrued Annual Leave, Management Leave, Compensatory Time Off (CTO), Sick Leave may be used during the initial period and may be integrated with the employee's Long Term Disability Insurance benefit after this period. At no time will the employee's gross earnings between any combinations of insurance or accrued benefit be greater than 100% of the employee's regular pay during a period of disability.

A physician statement certifying a disability is required to apply for Long Term Disability Insurance benefits. Forms for application are available from Human Resources.

An employee's Annual Leave and Sick Leave benefits will continue to accrue during the disability. The District will continue to pay the District portion of health, dental, vision, life, accidental death and dismemberment and long term disability insurance premiums (at the levels in place prior to the LTD insurance claim event) while an individual is receiving LTD benefits to the extent required by law or other District policy.

4222.10 Policy Renewal

Renewal of the Disability Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

4223.00 WORKERS' COMPENSATION INSURANCE

Any employee, director, or officer who is injured in the performance of assigned duties shall receive such medical examination, medical care, compensation and other benefits as are awarded under the workers' compensation laws of the California Labor Code and the District's Workers' Compensation Insurance Policy.

It is the employee's responsibility to immediately report all injuries, regardless of severity, as set forth in Policy 4703, Injury and Illness Reporting.

The District will coordinate Workers' Compensation Insurance benefits with Sick Leave benefits if the employee so elects. After Sick Leave benefits are exhausted, Annual Leave, Management Leave or Compensatory Time-Off (CTO) may be used. Any employee who is off work and receiving Workers' Compensation Insurance benefits may elect to continue receiving a regular salary from the District while using accrued Annual Leave, Management Leave, CTO and/or Sick Leave.

Employee Annual Leave, Management Leave and Sick Leave benefits will continue to accrue during the initial 45 calendar days of a work-incurred disability, plus one day for each day (or fraction thereof) worked on a Return to Work Program (See Policy 4730) work assignment, after which they will cease accruing until the employee returns to unrestricted work duty. The District will continue to pay premiums for the group health, dental, vision, life, accidental death and dismemberment and long term disability

insurance currently in force, up to the maximum dollar amount paid by the District while an individual is disabled and receiving Workers' Compensation Insurance benefits and on an approved Medical Leave of Absence. The employee will be responsible for paying any premium amounts that exceed the maximum amounts paid by the District.

4223.10 Volunteer Workers

Pursuant to District Resolution 7-97 and Labor Code Section 3363.5, an unpaid person authorized to perform volunteer service for the District shall be deemed to be an employee of the District for the purposes of Workers' Compensation Insurance benefits provided for by law for any injury sustained by such person while engaged in the services of the District under the direction and control of the governing Board of the District or its designee.

4301.00 <u>ANNUAL LEAVE</u>

The District's Annual Leave benefit provides Regular employees with paid time off for personal purposes including but not limited to an annual vacation. Ownership of Annual Leave is vested with the employee. Throughout this Policy manual and accompanying Administrative Procedures, where the term "vacation" is used it is as a synonym for leave covered by the District's Annual Leave benefit.

The District encourages every Regular employee to take an annual vacation as paid time-off away from work. An annual vacation is defined as a minimum of forty (40) work hours of annual leave taken as consecutive full days away from work, excluding weekends and holidays, on an approved Annual Leave.

For the purpose of calculating the duration of District employment to determine Annual Leave accrual rate, total employment by the District as a Regular employee will be the basis. Such employment need not be continuous.

4301.01 Accrual

For each Regular employee, Annual Leave shall be earned and accrued for each regular hour paid on the basis of the schedule below:

Schedule A: For employees hired prior to October 15, 2008

Duration of District Employment	Hours Accrued	Maximum Hours
at payroll anniversary	Per Reg Hr Paid	Accrued Annually
0.00 to 3.99 years	.04616	96
4.00 to 6.99 years	.05770	120
7.00 to 9.99 years	.06924	144
10.00 to 14.99 years	.08077	168
15.00 to 19.99 years	.09231	192
20.00 years or more	.10385	216

Schedule B: For employees hired or re-hired on or after October 15, 2008

Duration of District Employment	Hours Accrued	Maximum Hours
at payroll anniversary	Per Reg Hr Paid	Accrued Annually
0.00 to 3.99 years	.04616	96
4.00 to 7.99 years	.05770	120
8.00 to 11.99 years	.06924	144
12.00 to 15.99 years	.08077	168
16.00 to 19.99 years	.09231	192
20.00 years or more	.10385	216

The Annual Leave accrual rate and determination of total District employment years for Regular employees shall be prorated in accordance with their regular scheduled hours (e.g. a 3/4 time employee will accrue at 3/4 the rates and maximums specified above). Annual leave accrues on a bi-weekly basis concurrent with employee's bi-weekly compensation schedule.

Employees shall continue to accrue Annual Leave while in a District-paid status on Annual Leave, Management Leave, Administrative Leave, Sick Leave and/or while using Compensatory Time-Off (CTO).

4301.02 <u>Scheduling</u>

Vacations and time-off must be scheduled by, and approved as far in advance as possible, by the employee's Direct Supervisor or their designee. Direct Supervisors or their designee will coordinate vacation schedules internally to minimize impact on the District's operation. Annual Leave scheduling will be at the discretion of the Direct Supervisor or their designee. In the absence of the employee's Direct Supervisor or their designee, the Department Director or the General Manager shall act as the approving authority.

While on Annual Leave if an employee exceeds his/her earned Annual Leave time, his/her Management Leave and Compensatory Time-Off balances will be debited. When the aforementioned leave resources are exhausted he/she shall be considered on an unpaid Personal Leave of Absence subject to the provisions of the Personal Leave of Absence Policy 4330.

4301.03 Documentation

- A. A leave request entered into the appropriate payroll system and approved is required for use of Annual Leave.
- B. The General Manager shall maintain records of Annual Leave balances, accruals and deductions. Employees shall be notified regularly of their Annual Leave balances through the District's payroll process.

C. Annual Leave hours shall be deducted from an employee's total as used.

4301.04 Annual Leave Accrual and Payment

- A. Maximum Accrual. Employees are encouraged to take full use of their Annual Leave and avoid accumulations beyond 200 hours. Accumulations above 200 hours will be reduced to 200 hours based on the last payroll of October. Account balances in excess of 200 hours will be paid to the employee on a special payroll in November. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- B. Separation from Employment. If employment is terminated for any reason, accrued Annual Leave will be paid through the last full day of employment. Payment shall be made at the employee's then-current rate of pay. Employees may elect to receive payment for accrued Annual Leave at the time of temporary reduction of work force (see Human Resources Policy 4810).
- C. Employee Request for Payment in Lieu of Annual Leave. An employee may request payment once per year in accordance with the procedure set forth in the Administrative Procedures.

4302.00 MANAGEMENT LEAVE

In recognition of additional hours required due to working time necessary outside of regular working hours for exempt employees, as listed in Human Resources Policy 4112, Management Leave shall accrue for exempt employees and shall be credited independent of other Leaves. Ownership of Management Leave is vested with the employee.

4302.01 Accrual

Each exempt employee receives 80 hours of Management Leave on November 1st. New employees or newly promoted employees receive a prorated number of hours based on their start date for the exempt position.

4302.02 Scheduling

Time-off must be scheduled and approved as far in advance as possible by the General Manager. The General Manager will coordinate leave schedules internally to minimize impact on the District's operation. Scheduling will be at the discretion of the General Manager.

4302.03 Documentation

- A. A leave request entered into the appropriate payroll system and approved is required for use of Management Leave.
- B. The General Manager shall maintain records of Management Leave balances, accruals and deductions. Exempt employees shall be notified no less than biweekly of their Management Leave balance.

C. Management Leave hours shall be deducted from an employee's total as used.

4302.04 Accrual and Payment of Management Leave

- A. Maximum Accrual. Employees are encouraged to take full use of their Management Leave and cannot have accumulations beyond 80 hours. Any accumulation of management leave hours will be reduced to 0 at the last full pay period of October, and the hours will be cashed out on a special payroll in November. Payment shall be made at the exempt employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- B. Separation from Employment. If employment is terminated for any reason, accrued Management Leave will be paid through the last full day of employment. Payment shall be made at the exempt employee's current rate of pay. Employees may elect to receive payment for accrued Management Leave at the time of a temporary reduction of work force (see Human Resources Policy 4810).
- C. Employee Request for Payment in Lieu of Management Leave. Once per calendar year, an employee can request payment in lieu of accrued Management Leave in accordance with the procedures and requirements set forth in Administrative Procedure 4301 relating to payment in lieu of Annual Leave or Management.

4302.05 <u>Conversion of or Maintaining Management Leave</u>

Accrued Management Leave for exempt employees who then become non-exempt will, at the time of receiving non-exempt status, be subject to one of the following options at the written direction from the employee:

- A. Conversion in full from Management Leave to Annual Leave (see Human Resources Policy 4301 Annual Leave).
- B. Maintained as Management Leave for use by the employee with no further accruals.

4303.00 <u>COMPENSATORY TIME- OFF (CTO)</u>

Regular employees may choose to receive Compensatory Time-Off (CTO) in lieu of paid overtime. Ownership of CTO is vested with the employee.

A maximum balance of one hundred sixty (160) hours of CTO may be maintained at any one time. These one hundred sixty (160) hours may be used only as time off and may be carried indefinitely. Overtime work hours will be converted at the appropriate rate consistent with Human Resources Policy 4112 Overtime Pay and Recruitment (1.5, 2, 2.5 times) to regular hours of CTO.

Exempt employees are not eligible for overtime compensation and are excluded from accrual of CTO.

4303.01 Conversion Table

Overtime hours will be converted to regular hours of CTO at the following rates:

- One (1) hour of regular overtime equals one and one-half (1.5) hours of CTO
- One (1) hour of double time overtime equals two (2) hours of CTO
- One (1) hour of Holiday overtime in excess of ten (10) hours equals two and one-half (2.5) hours of CTO

The General Manager will designate District staff that will perform the conversion calculations.

4303.02 Scheduling

Time-Off must be scheduled by, and approved as far in advance as possible, by the employee's Department Director. Department Directors will coordinate leave schedules internally to minimize impact on the District's operation. Scheduling will be at the discretion of the Department Director.

4303.03 <u>Documentation</u>

- A. A signed and approved Leave Request form is required for use of CTO.
- B. The General Manager shall maintain records of CTO balances, accruals and deductions. Employees shall be notified of their CTO balance on their bi- weekly pay stub.
- C. CTO hours shall be deducted from an employee's total as used.
- D. Employees desiring to receive CTO for overtime hours worked shall so indicate on their weekly timesheet next to those hours requested to be converted from paid overtime to CTO.

4303.04.1 <u>Payment in Lieu of Compensatory Time-Off</u>

- A. Once per calendar year, an employee can request payment in lieu of accrued CTO in accordance with the procedures and requirements set forth in Administrative Procedure 4301 relating to payment in lieu of Annual Leave, Management Leave and CTO.
- B. Employees can request to cash out CTO balances above 80 hours during the last payroll of October. Cash outs will be paid on a special payroll in November. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- C. If employment is terminated for any reason, accrued CTO will be paid in full at the time of final compensation. Payment shall be made at the then-current hourly rate of pay, or the average rate over the final three years of employment, whichever is greater.
- D. Payment for CTO hours accrued will be provided at the time of employee separation from the District except that employees may elect to receive payment for accrued CTO (a) at the time of a temporary reduction of work force (see Human Resources Policy 4810 Layoff or Reduction in Workforce).

Payment of CTO shall be processed through the District payroll. The District shall report paid CTO and make withholdings from paid CTO in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements.

4303.05 Conversion of CTO to Management Leave for Exempt Employees

Accrued CTO for non-exempt employees who then become exempt will be converted in full from CTO to Management Leave for Exempt Employees (see Human Resources Policy 4302, Management Leave) at the time of attaining exempt status.

4305.00 ADMINISTRATIVE LEAVE

An employee may be placed on paid Administrative Leave when such action is determined to be in the best interest of the District at the discretion of the General Manager. While on Administrative Leave, an employee shall retain the same rights and benefits as if he or she were physically present for duty; however, in the General Manager's discretion, access to District premises, equipment, or systems may be restricted during Administrative Leave periods.

4308.00 PREGNANCY DISABILITY LEAVE

An employee disabled by pregnancy, childbirth or related medical conditions may be eligible to take a pregnancy disability leave (PDL) of absence. PDL eligibility does not require any minimum length of service or hours worked in the past year. If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, the District may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four calendar months (one-third of a year, or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis. The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must

provide sufficient notice so the District can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of the medical advisability of an accommodation or for a transfer. The certification is sufficient if it contains:

(1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, the General Manager or employees with designated Human Resources duties shall provide a medical certification form that the employee can take to her doctor.

PDL is unpaid. At the employee's option, she can use any accrued vacation time or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. The District does require, however, that the employee use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. During PDL, the District will continue to pay for employees' participation (if applicable) in the District's group health plan for the duration of the leave, commencing on the date that the PDL began, at the level and under the conditions that would have been provided if the employee had continued to work in his or her position for the duration of the leave. Thus, the employee must continue to pay his or her share of any group health plan premiums during the leave. If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, he/she also will be required to pay the regular contributions for those benefits while on leave.

Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

4308.01 Lactation Breaks

The District will provide a reasonable amount of break time for an employee who wishes to express breast milk for her infant child. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. If break time cannot run concurrently with rest and meal periods, it will be unpaid.

The District will make reasonable efforts to provide the use of a room or location in close proximity to the employee's work area, other than a bathroom, for the employee to express milk in private. This location may be the employee's private office, if applicable. Please consult the General Manager or an employee with designated Human Resources responsibilities if you have questions regarding this policy.

4309.00 CALIFORNIA FAMILY RIGHTS ACT

Eligible District employees may, upon request, take up to 12 weeks of unpaid leave under the California Family Rights Act (CFRA) leave. The leave may be used to bond with a new child within one year of the child's birth, adoption, or foster care placement, under the circumstances set forth below (parental leave) or to care for themselves, a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person in order to address a serious health condition of the employee or family member (family care and medical leave), or to respond to a "qualifying exigency" for a spouse, domestic partner, child, or parent serving in the US military. "Designated person" is defined by any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time of the employee's request for leave. Eligible District employee may have one (1) designated person per 12-month period. A "qualifying exigency" is defined by the California Unemployment Insurance code, Section 3302.2. Parental leave must be concluded within 12 months of the child's birth, adoption or foster care placement. Employees should direct any questions to the General Manager or Human Resources staff.

To be eligible for California Family Rights Act (CFRA) leave, employees must:

- (1) have more than 12 months of service with the District during the 12-month period prior to the date on which the leave is to commence;
- (2) have at least 1,250 hours of service with the District during the previous 12-month period

The maximum amount of leave an employee may use under this policy is 12 weeks within a 12- month period, whether for parental leave or family care and medical leave. The District will require certification for military orders, or by the health care provider of the individual requiring care be first provided, specifying the date on which the serious health condition commenced, the probable duration of the condition, and estimate of the amount of time needed for the employee to provide the family care and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the individual requiring the care.

In the case where both parents are employed by the District and are otherwise eligible for parental leave, each employee is eligible for up to 12 weeks of parental leave. Further, parental leave will be provided in addition to any entitlement of pregnancy disability leave (PDL) due to an employee's own pregnancy-related disability.

Eligible employees may take parental leave in at least two-week increments, with shorter increments allowed on two occasions. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the District's operations.

Intermittent leave is permitted in the same intervals as provided in the District's sick leave policy.

Leave under the California Family Rights Act is unpaid, although employees are entitled to utilize accrued annual leave, CTO, management leave, paid sick time as a source of

wage replacement during such leave.

During CFRA Leaves, the District will continue to pay for employees' participation (if applicable) in the District's group health plan for the duration of the leave, commencing on the date that the parental leave or family care and medical leave began, at the level and under the conditions that would have been provided if the employee had continued to work in his or her position for the duration of the leave. Thus, the employee must continue to pay his or her share of any group health plan premiums during the leave. If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, he/she also will be required to pay the regular contributions for those benefits while on leave.

The District may recover the premiums that it paid for maintaining coverage for the employee under any group health plans, if (1) the employee fails to return from leave after the expiration of the period of leave to which the employee is entitled, and (2) such failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

Employees must notify the District of their request for CFRA Leave as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. All requests for CFRA Leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for such leave.

Once the District is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the California Family Rights Act for either parental leave, family care and medical leave, or military family member's qualifying exigency. The District may request documentation evidencing the need for such leave as permitted by law.

Eligible employees who take CFRA Leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

If the District employs both parents who are entitled to CFRA parental leave, each parent is eligible for up to 12 weeks of CFRA parental leave for "baby bonding."

The District will not discriminate in any way against, an individual because he or she exercised CFRA Leave rights or gave information or testimony as to the employee's or another person's CFRA Leave, and it will not interfere or limit in any way the exercise or attempted exercise of any

such rights.

4310.00 SICK LEAVE

The District's Sick Leave benefit provides income protection for all employees who, because of personal or family illness or accident, are temporarily disabled and absent from work for limited periods of time. Sick Leave is to be considered a privilege based upon specific circumstances. Sick leave has no cash value or other value at separation except as set forth in this Policy and as may be provided in the District's current agreement with CalPERS.

4310.01 Accrual

REGULAR EMPLOYEES

For each Regular employee, Sick Leave shall be earned and accrued beginning upon the completion of the first full month of employment and thereafter at the end of each full month of employment at the rate of eight (8) hours per month.

PART-TIME AND TEMPORARY EMPLOYEES

For each Part-Time and Temporary employee, Sick Leave shall be earned and accrued at the rate of 1 hour for every 30 hours worked per calendar year.

ALL EMPLOYEES

Employees shall continue to accrue Sick Leave while on a District-paid form of leave, including Annual Leave, Management Leave, Administrative Leave, Sick Leave and/or while using Compensatory Time-Off (CTO).

Sick Leave may be accumulated with no maximum.

An employee who becomes ill while on Annual Leave, Management Leave or CTO and desires to claim Sick Leave rather than use of said Leaves as scheduled shall make such a request as soon as possible. The District may require, without prejudice, a medical doctor's certificate for any period of Sick Leave requested while on Annual Leave, Management Leave or CTO.

Sick Leave is not considered to be discretionary and is to be used in accordance with policy 4310.03 "Permitted Usage". If Sick Leave is exhausted, Annual Leave, Management Leave, or CTO can be used in instances of an employee's illness or need to attend to the illness of a family member. Sick Leave shall not be advanced to an employee prior to its regular accrual; in other words, Sick Leave balances shall not be allowed to go in arrears. An employee with no Sick Leave, Annual Leave, Management Leave, or CTO shall not receive compensation for days not worked due to illness or injury.

4310.02 Procedures

A. Notification/Maintenance of Contact – An employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the employee must provide notice as soon as practical. Extended Sick Leave benefits are contingent upon maintenance of regular contact with the District. Employees are expected to inform their supervisor of their ongoing need to use Sick Leave and their estimated date of return to work and to

- maintain this communication. The supervisor shall relay this information to their Department Director.
- B. Medical Release to Return to Work The District reserves the right to require a health care provider's written release before the employee may return to work. "Health care provider" has the same meaning as defined in paragraph (10) of subdivision (b) of Section 12945.2 of the Government Code, as it may from time to time be amended.
- C. The District will not condition the use of sick leave on the employee finding someone to cover his/her work.
- D. The District retains the right to request verification of sick leave eligibility/appropriate usage in circumstances indicating potential sick leave fraud or abuse may exist.

4310.03 Permitted Usage

A. Except as otherwise provided by law or other District policy, an employee may only use paid sick days for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care; or specified purposes for an Employee who is a victim of domestic violence, sexual assault, stalking, or certain other crimes, the purposes described in Labor Code sections 230(c), 230.1(a), and 230.2(b).

The term "Family Member" for purposes of this Policy includes:

- dependent child (including biological, adopted, or foster children, stepchildren, legal ward, or child to whom the employee stands in loco parentis, regardless of the age or dependency status),
- parent (a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child),
- spouse,
- registered domestic partner,
- grandparent,
- grandchild,
- sibling, or other family member with whom the employee resides.
- B. In limited emergency circumstances declared by the General Manager, not to exceed a period of four (4) months from such declaration, an employee may also temporarily be permitted to use the employee's accrued sick leave for absences to attend to mandatory evacuations and post-evacuation cleanup affecting the employee or the employee's "Close Family Member" that are caused by local natural disasters (e.g. the Oroville Dam evacuation in February 2017 and the northern California wildfires in October 2017). For purposes of this section, "Close Family Member" shall have the same definition as in District Policy 4311 (Compassionate Leave).

To be eligible for such temporary use of sick leave, an employee must:

- Have accrued District sick leave available (no "advance" of sick leave is permitted);
- Personally own or rent real property within an area subject to a mandatory evacuation order, or have a Close Family member who owns or rents property

within an area subject to a mandatory evacuation order.

4310.04 Documentation

- A. A leave request entered into the appropriate payroll system and approved is required for payroll/tracking purposes of Sick Leave.
- B. The General Manager shall maintain records of Sick Leave balances, accruals and deductions. Employees shall be notified no less than monthly of their Sick Leave balance.
- C. Sick Leave hours shall be deducted as used (per pay period) from an employee's total.

4310.05 <u>Accrued but Unused Sick Leave at Retirement or Separation</u>

During employment, a District employee's accrued sick leave has no cash value except as a wage replacement source during sick leave-related absences.

At retirement or separation, for employees hired on or after September 1, 2019, accrued but unused sick leave has no cash value, but may be converted to CalPERS service credit at retirement as permitted by law and the District's then-current contract with CalPERS.

At retirement or separation, for employees hired prior to September 1, 2019, upon execution of a full release of claims against the District and all District personnel, an employee will be eligible for severance pay equal to their current hourly rate of pay multiplied by the value of one-third of their remaining Sick Leave hours balance, if any, as follows:

- A. Upon death while employed by the District, or
- B. For CalPERS Members who retire from the District, as to remaining hours after sick leave, if any, is converted to additional CalPERS service credit (as permitted by law and the District's then-current contract with CalPERS), or
- C. Upon employee's separation from employment (other than any CalPERS retirement) due to an inability to return to work upon the end of an approved Medical Leave.

4311.00 COMPASSIONATE LEAVE

The District provides up to five (5) days of Compassionate Leave with pay twice in a calendar year in the event of the death of a Regular employee's close family relative as defined below or any family member who resides with or with whom the employee resides.

The Compassionate Leave must be used within three (3) months of the death of the close family relative/family member.

Within thirty (30) days of the first day of the leave, the District may require the Regular employee to provide documentation of the death of the family member.

"Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Close family relatives include**:

Spouses* Mother-in-law*
Parents Father-in-law*
Children Brother-in-law*
Brother Sister-in-law*
Sister Stepchildren*
Adopted Children Stepparents*

Grandparents

Aunts

Domestic Partner, as defined in Family Code section 297(b)*

Uncles

1st Cousins

Romantic partner sharing employee's residence*

Grandchildren Children of a Domestic Partner, as
Guardians / Wards defined in Family Code section
Nieces 297(b), or of a romantic partner
Nephews sharing employee's residence*

**The General Manager, or their designee, in their discretion, may authorize Compassionate Leave for a Close Family Relative not included in the definition above.

4312.00 CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PROGRAM

The Catastrophic Illness / Injury Leave Donation Program allows Regular employees to donate leave time to other Regular employees that are not able to work due to a catastrophic illness or injury. This Program functions as a wage replacement program during an otherwise approved leave of absence. It does not guarantee any particular type or duration of approved leave of absence. A catastrophic illness or injury means an illness or injury that is expected to incapacitate an employee for an extended period of time and for which taking extended time off from work creates a financial hardship for the employee because he or she has exhausted all of his or her sick or other District- paid time off. This illness or injury may serve to incapacitate the employee or a member(s) of the employee's immediate family which requires the employee to take time off from work for an extended period of time to care for that family member(s).

The procedures and requirements of the Program are set forth in Administrative Procedure AP4312.

4313.00 LEAVE FOR REPRODUCTIVE LOSS

An eligible employee who experiences a reproductive loss event may take up to 5 unpaid days off. If the employee experiences more than one reproductive loss event within a 12-month period, they are entitled to no more than 20 days total reproductive loss leave within a 12-month period. The leave time need not be taken in consecutive days. The reproductive loss leave must be completed within three months of the reproductive loss event unless the employee is using other leave time.

^{*}current and former

An employee is eligible for this leave after having been employed by the employer for at least 30 days prior to the commencement of the leave.

If, prior to or immediately following a reproductive loss event, the employee is on or chooses to go on leave from work pursuant to any other leave entitlement under state or federal law, the employee shall complete their reproductive loss leave within three months of the end date of the other leave.

The employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee in-lieu of the unpaid reproductive loss leave.

4313.01 Definitions

- "Reproductive loss event": the day (or for a multiple-day event, the final day) of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. These events apply to a person who would have been a parent if not for the reproductive loss event, including a spouse or domestic partner.
- "Failed adoption": the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.
- "Failed surrogacy": the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate.
- "Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, such as artificial insemination, embryo transfer, and gamete and embryo donation.

4320.00 COURT APPEARANCE

4320.01 Work-Related Court Appearance

Work-related court appearances are work time for which District employees shall be paid. A copy of all subpoenas or notices requiring appearance in court or at a deposition shall be provided to the General Manager as soon as possible following an employee's or the District's receipt of them so that appropriate scheduling and other arrangements can be made. If an employee's private vehicle is used for travel, mileage to and from the appearance shall be reimbursed in accordance with the applicable District reimbursement policies. All time spent by an employee traveling, waiting and testifying for such appearances will be compensated at his/her regular rate of pay with such hours credited as hours worked for purposes of overtime calculation, if necessary. Should an employee receive from a court or other non- District sources, fees for services as a witness reimbursement or mileage reimbursement for travel in a District vehicle, the employee shall relinquish such fees to the District.

4320.02 <u>Non-Work-Related Court Appearance</u>

Non-work-related court appearances will require the employee to use Annual Leave, Management Leave or Compensatory Time-Off (CTO) to the extent that such leave time is available to the employee. If no such paid time off is available, the employee will have to take the time off as unpaid. Requests for non-work court appearance leave should be made as soon as practicable following an employee's receipt of a notice to appear.

4321.00 JURY SERVICE LEAVE

All employees are eligible to receive Jury Service Leave and compensation for regularly scheduled work hours when such employee is serving as a juror for any legally constituted court or government unit.

Upon receipt of a court summons, an employee shall present the summons to the General Manager at least one week, if possible, in advance of Jury Service. The General Manager will make any necessary scheduling adjustments to accommodate the employee's Jury Service.

To receive compensation for work time missed due to Jury Service, employees must select the "standby" option for the jury service, if available. Employees are to report to work until such time as they are actually called to report for Jury Service if they are on the "standby" option and/or if the time required to meet Jury Service obligations is less than five (5) hours per day. Eligible employees who serve on Jury Service will receive their regular District compensation for regularly scheduled work hours. Regular compensation does not include Certification Compensation, Standby Duty Pay, Call-Out Pay or other special pay provisions. Jury Service hours are not considered as hours worked for overtime purposes.

Pursuant to the California Code of Civil Procedure Section 215(b), employees of the District that continue to receive compensation from the District for work time missed due to Jury Service will

not be paid juror fees from the courts. District employees shall complete the court's Fee Waiver Form in this regard and provide the District with a copy of said Form along with the jury certification slips noted below.

All jury certification slips received indicating appearance dates shall be submitted to the General Manager with a copy to the employee's supervisor.

4325.00 <u>MILITARY DUTY LEAVE OF ABSENCE</u>

Subject to presentation of Orders, a District employee shall have the right to a Military Duty Leave of Absence in accordance with state and federal law. An employee seeking Military Leave should present the applicable orders to the General Manager to determine applicable leave rights, compensation, etc. In addition to the presentation of Orders, a leave request entered into the appropriate payroll system and approved must be completed by the employee and approved by the employee's Department Director prior to said Leave.

4330.00 PERSONAL LEAVE OF ABSENCE

The District may grant Regular employees unpaid time off for substantial personal reasons at the sole discretion of the General Manager. A Personal Leave of Absence will not be

granted unless all Annual Leave, Management Leave and Compensatory Time-Off (CTO) are exhausted. All Personal Leaves of Absence under this policy are unpaid, and reinstatement is not guaranteed, except as otherwise required by law. No paid leave shall accrue during a personal leave of absence.

4330.01 <u>Duration</u>

Approved leaves may be granted for a period of no less than seven (7) calendar days and no more than sixty (60) calendar days, except as may otherwise be required by law.

4330.02 Procedure

Request for a Personal Leave of Absence must be submitted in writing to the General Manager at least ten (10) calendar days prior to the Leave commencement date, except when medical conditions or emergency situations make such requirement impossible. Requests must be approved in writing by the General Manager and will be made at his/her sole discretion.

4330.03 Reinstatement

Upon return to work, an employee will be reinstated in the same job classification, or to a position of like status, pay and benefit entitlement that he/she held prior to his/her Personal Leave of Absence. Nothing contained herein, however, shall limit the District's right to reorganize, expand or curtail any service. In the event an employee's job is eliminated while he/she is on a Leave, the employee shall be entitled upon his/her return, to the same alternatives and considerations that would have been available to the employee had he/she been working at the time his/her position was abolished. An employee's failure to return from a Personal Leave of Absence by a pre-arranged written date will be considered an Absence Without Notice (see Policy 4511).

4330.04 Benefits

During the period of Personal Leave of Absence, arrangements must be made by the employee to pay applicable group health, dental, vision, life, accidental death and dismemberment, and long term disability insurance premiums which are normally paid by the District and to pay for supplemental benefits that are being paid by the employee through payroll deduction. Retirement benefits, Annual Leave, Management Leave and Sick Leave, and any other leave for which accrual is based on time worked or paid time off, will not accrue for the period of the Personal Leave of Absence regardless of the length of said Leave.

Except as otherwise required by law, when an employee returns to work from an approved Personal Leave of Absence, his/her duration of District employment (see Policy 4050) will be adjusted by the period of time absent from work while on an approved Personal Leave of Absence.

4350.00 HOLIDAYS

To provide paid time-off benefits for its Regular and Part-Time employees, the District recognizes the following holidays for all Regular and Part-Time employees:

New Year's Day

Martin Luther King Jr. Day

President's Day Memorial Day Independence Day

Labor Day Veteran's Day

Wednesday before Thanksgiving (1/2 day)

Thanksgiving Day December 24 (1/2 day)

December 25

Floating Holiday (1 work day)

January 1

Third Monday in January Third Monday in February Last Monday in May

July 4

First Monday in September

November 11

Fourth Wednesday in November Fourth Thursday in November

December 24 December 25

Approved for use via vacation leave procedures; cashed out in November each

year if unused

Paid furlough week: December 26 through December 31st. District offices and operations will be closed during the week between Christmas and New Year's Day, and all employees will be "furloughed" with pay during that week.

If a holiday falls on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Friday or Saturday, it will be observed the preceding Thursday. December 24 is an exception, if it falls on a Friday, Saturday or Sunday it will be observed the preceding Thursday. An employee must be in a paid status (either working or using approved District-paid leave) both the work day before and the work day after a designated holiday in order to receive pay for the holiday.

4401.00 EDUCATION ASSISTANCE PROGRAM

The District encourages Regular employees to participate in educational and training activities. In addition to increasing employee job proficiency, this Education Assistance Program is intended to improve work force stability and the District's ability to attract and retain outstanding employees.

The Education Assistance Program is available to all Regular employees subject to the approval and discretion of the General Manager. The Board of Directors shall act as the approval body for programs applicable to District Officers per Board of Directors and Officers Policy 2060 and the General Manager.

Expenses advanced by the District for pre-approved educational and training functions that are not attended by the employee (except for circumstances beyond the employee's control as determined in the discretion of the General Manager) and for which a refund or credit cannot be obtained shall be reimbursed to the District by the employee within thirty (30) calendar days of the date of said function.

When required by law, amounts paid to employees under the Educational Assistance Program shall be reported by the District as income to the employee and payroll withholdings made in accordance with State and Federal law.

4401.01 Certification

Regular employees are encouraged to avail themselves of educational opportunities including, but not limited to:

- Certified California State Water Distribution System Operators Grade D1-D5
- Certified California State Water Treatment Operators Grade T1-T2
- American Water Works Association California-Nevada Section Certifications
 - Backflow Prevention Assembly Tester
 - Cross Connection Specialist
- Certified California Water Use Efficiency Practitioner Grade 1-3

4401.02 On-Duty Education

Regular employees may, with prior approval by the General Manager, attend courses, seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects related directly to water operations, to the employee's current position, or one he/she may reasonably aspire to.

Management will annually review and identify areas of training required to maintain technical and administrative capabilities. The District will pay fees, tuition, and approved expenses. The General Manager's approval for all requests for on-duty training must be obtained prior to attendance and/or making reservations.

4401.03 Off-Duty Education

Regular employees who desire to obtain skills and/or knowledge, on a voluntary basis, that enables them to improve their general knowledge base and prepare them for future assignments with the District may seek approval from the General Manager pursuant to this policy.

This education may occur after regular working hours at an accredited university, college, vocational trade school, or through a self-study correspondence course which leads to a certificate, license or diploma related to the general water, administrative and public service functions of the District.

Acceptable accrediting agencies are those recognized by the U.S. Department of Education, Office of Postsecondary Education (OPE), the California Bureau for Private Postsecondary Education (BPPE), or the State of California.

Under special circumstances which must be approved in advance, employees may be approved to attend classes during business hours.

4401.04 Eligibility for Off-Duty Education Financial Assistance

Only Regular employees who are performing their jobs satisfactorily and have an employment duration with the District of more than one (1.00) year are eligible for this program.

The following off-duty education may be considered for financial assistance:

- 1. Degree (Associates, Bachelors, Masters, other as approved).
- 2. Specific courses taken for credit relating to water functions.
- 3. Specific courses taken for credit having a general connection to the functions or mission of the District (i.e., accounting, administrative professional, public administration, welding, chemistry, information technology, civil engineering, etc.)

4401.05 Conditions for Financial Assistance

The following conditions apply for receiving financial assistance from the District:

- 1. Every course that the employee desires to attend must be approved in advance as applicable by the General Manager (or for the General Manager's course(s), by the Board of Directors.)
- 2. Reimbursement to the employee upon completion of the course with a minimum final grade of a C or equivalent.
- 3. For good cause shown and financial need demonstrated, the General Manager may approve an advance payment to employee for use in paying tuition or course fee upon employee entering into a written agreement, per District procedure, to repay the District within one year for any funds advanced where employee fails to complete the course with a minimum final grade of a C or equivalent. Such written agreement will include employee authorization to withhold payments of up to \$100 per pay period from employee's salary, and the balance (if any) to be deducted from employee's final paycheck upon separation, to the extent permitted by law.
- 4. Funds received from outside sources, such as scholarships or Veteran's Education Benefits, must be applied to the cost of the program first. Then the remaining cost will be paid by the District.

The annual contribution limits by the District shall be established by administrative procedure applicable with Board policy.

4411.00 DEFERRED COMPENSATION

All Regular District employees are eligible for membership in the District's deferred compensation plan(s). Payroll deductions are available upon request.

Effective as of January 6, 2020, the beginning of the first payroll period in 2020, the Employer shall make a matching contribution on behalf of all regular District employees equal to the amount of an employee's Elective Deferral Contributions and Designated Roth Contributions to the Plan for each payroll period, up to a maximum contribution of three percent (3%) of the employee's Base Salary for the payroll period. Contact the General Manager for information on joining the plan(s).

4420.00 EMPLOYEE EQUIPMENT

Employee tools and safety equipment shall be issued as necessary to perform the work prescribed. The specific equipment and reimbursements provided shall be determined at the discretion of the General Manager and identified in an administrative procedure modified from time to time as operational issues dictate. Failure to utilize required safety equipment in violation of District policies or applicable state/federal requirements is prohibited and will subject an employee to disciplinary action.

Employees shall be provided with uniforms in accordance with Policy 4530.

Employees are liable for any loss or damage caused by negligence or misuse of District-provided employee equipment. Personal use of District-provided employee equipment is not permitted, and will subject an employee to disciplinary action.

4430.00 EMPLOYEE SUGGESTIONS

Employees are encouraged to provide suggestions to their supervisor, Department Director or to the General Manager that may lead to improvements in District operations, services and conditions in the workplace.

4440.00 <u>MEMBERSHIP IN PROFESSIONAL & TECHNICA</u>L <u>SOCIETIES/ASSOCIATIONS</u>

The District may pay directly or reimburse employees for dues and expenses related to District- approved membership in professional and technical societies and associations which directly benefit the District. District-approved memberships shall be determined by the General Manager, subject to authorized budget limits.

4450.00 <u>TELEPHONE CALLS</u>

The use of District telephones (both landlines and cellular/smart phones) is intended for official District business. While it is understood that the use of District telephones for personal reasons is necessary on occasion "as an incidental use", this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Employees shall not use District telephones for personal toll/long-distance calls that incur charges.

4501.00 STANDARDS OF CONDUCT

The tenure of every District employee shall be conditioned on good behavior and

satisfactory work performance. The District establishes Standards of Conduct to guide employees and to assure a safe, efficient, and harmonious operation of the District. Infractions of District standards, or other actions inconsistent with the goals of the District, may lead to progressive disciplinary action under the procedures described in Human Resources Policy 4513.

Standards of Conduct for District employees are as follows:

- 1. Employees shall satisfactorily perform their duties.
- 2. Employees shall maintain satisfactory attendance and arrive to work on time, with satisfactory and appropriate justification for absences or tardiness.
- 3. Employees shall demonstrate respect for, and adhere to, assignments and directives issued by supervisors.
- 4. Employees shall properly and truthfully complete District records or other documents, including the employment application, time cards, leave requests, benefits related documents or requests, and other records of the District.
- 5. Employees shall not engage in physical altercations with, threats of physical harm to, and physical and/or verbal abuse of employees, customers or the public.
- 6. Employees shall exercise prudent care and caution in the conduct of their duties.
- 7. Employees shall observe safety rules, regulations, policies, practices and procedures including the wearing of safety equipment as directed.
- 8. Employees shall not engage in the theft or unauthorized use/removal of District property.
- 9. Employees shall not willfully destroy District property or property of others.
- 10. Employees shall not engage in unauthorized solicitation or distribution of solicitations. With the exception of District related and/or charitable activities specifically approved by the General Manager or Board of Directors, solicitation is prohibited during work time and in work areas. Distribution of unauthorized literature, posters, handbills or notices in work areas or while on working time is prohibited.
- 11. Employees shall not possess a lethal weapon on District property during employment.
- 12. Employees shall not report to work under the influence of, or engage in the possession, sale, purchase or use of alcohol, drugs or any substance which would impair their ability to work.
- 13. Employees shall take and subscribe to any oath, affirmation or deposition as required by law in connection with District employment.
- 14. Employees shall not engage in activities that create a conflict of interest with their duties and responsibilities with the District.
- 15. Employees shall not engage in discriminatory or harassing misconduct.
- 16. Employees shall immediately report the loss, revocation, suspension, or restriction of a California Driver's License when such is necessary to operate District vehicles as a condition of employment.
- 17. Employees shall immediately report the loss, revocation, suspension, or restriction of a State Water Resources Control Board Water Distribution Operator Certificate or Water Treatment Operator Certificate when such is necessary to operate and maintain District facilities as a condition of employment.
- 18. Employees shall report for required medical examinations or tests or comply with a District request for a physician's statement.

- 19. Employee shall not engage in conduct blatantly detrimental to District property, its customers, employees and the public or engage in other practices that may be inconsistent with the mission, vision, values, commitments, image, policies, or goals of the District.
- 20. Employee shall comply with all directives and refrain from all prohibited actions set forth in this Human Resources Policies Manual, as it may be amended from time to time.
- 21. Employee shall not engage in any willful act undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division.
- 22. The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. A plea or verdict of guilty, or a conviction showing a plea of *nolo contendere* made to any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection. A crime involving moral turpitude is defined as any intentional act of violence against another (including by not limited to attempted or actual assault, homicide, kidnapping, rape, lewd acts upon a minor), arson, fraud crimes or dishonesty.

4511.00 ATTENDANCE

Punctual, consistent and reliable attendance is an essential function of all District positions.

4511.01 Absence

An absence is defined as any failure to be present for work during scheduled working hours (including overtime). Absences which are excused are detailed beginning with Policy 4301 and concluding with Policy 4350.

4511.02 Lateness

Each employee is required to arrive on time, ready to work and complete a full shift. Supervisors will document and use disciplinary actions to correct persistent patterns of lateness or departing early. Lateness is defined as not being present and prepared to work at an assigned location at a prescribed time.

4511.03 <u>Notification</u>

Employees are required to give their supervisor advance notice, when possible, of lateness or absence. If advance notice is not possible, personal notification by phone should be given directly to the supervisor prior to work starting time. A voice message left in the supervisor's District voice mail box, or a written message (including but not limited to an electronic mail (e-mail) or SMS text message) left for the supervisor are acceptable for meeting the notification requirement if authorized by the employee's supervisor. The use of the District's answering service to communicate an absence, except in cases of extreme emergency, is strictly prohibited.

A leave request entered into the appropriate payroll system and approved is required to document all absences. Leave Request Forms shall be completed by the employee and provided to the supervisor within the first eight (8) hours upon return to work.

Employees who are absent must maintain contact with their supervisor daily unless the employee is on approved leave or has provided a doctor's certificate covering a specified period.

In case of extended illness, arrangements should be made by the employee to have his/her condition reported to the District at frequent intervals so work assignments can be delegated to others.

4511.04 Job Abandonment

Where an employee is not on a leave protected by applicable law, an absence without notice for three (3) consecutive days shall be deemed abandonment of District employment and will be treated as a voluntary resignation.

The employee may be eligible for reinstatement after job abandonment only in exceptional circumstances. A Request for Reinstatement must be submitted in writing by the employee to the General Manager detailing the reasons for the absence and explaining why the employee could not have provided the notice required by these rules. Reinstatement Requests must be approved in writing by the General Manager and will be made at his/her sole discretion.

4511.05 <u>Disciplinary Action</u>

Unexcused absenteeism, lateness, early departure, leave-without-pay or other infractions of attendance standards are grounds for disciplinary action.

4512.00 HARASSMENT AND DISCRIMINATION PREVENTION POLICY

4512.01 <u>Purpose</u>

All employees, applicants, volunteers, and independent contractors ("workers") working for the District are to be treated with respect and dignity. The District is committed to providing an atmosphere free of harassment and discrimination based on such factors as race, religion, creed, national origin or ancestry, physical or mental disability, medical condition, genetic condition, pregnancy (including childbirth or related conditions), marital status, gender or gender identity/expression, sex, age, sexual orientation, family care or medical leave status, military or veteran status, reproductive health decision, or any other characteristic protected by law.

Harassment and discrimination are against the law, and they are demeaning and harmful to both the victim and the District. The District will not tolerate harassment of, or discrimination or retaliation against, its workers by directors, managers, supervisors, coworkers, or anyone conducting District business. Similarly, the District will not tolerate harassment of its workers by others with whom the District has a business, service, or professional relationship (including members of the public).

This Policy does not restrict nor inhibit any supervisor from their responsibility or in their ability to direct, critique and discipline employees in a non-discriminatory, non-retaliatory manner.

Failure to follow this Policy may result in disciplinary action, up to and including termination of employment.

4512.01 <u>Procedures</u>

1.0 Harassment Prohibited

Harassment includes conduct that has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, evaluation, assigned duties or any other condition of employment or career development. This Policy prohibits harassment in any form, including:

1.1 <u>Verbal or Written harassment</u> such as epithets, jokes, nicknames, derogatory comments or slurs based on any basis protected by law. By way of example, this would include inappropriate comments on appearance, including dress or physical features;

- 1.2 <u>Physical harassment</u> such as assault, touching, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of any protected classification. As examples, this could be conduct in the form of pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts; and
- 1.3 <u>Visual harassment</u> such as derogatory posters, cartoons or drawings, gestures or leering based on one of the categories of protected status.
- 1.4 <u>Sexual harassment</u> includes, any unsolicited, offensive or unwelcome sexual advances, requests for sexual favors, and other oral or written, visual, or physical conduct of a sexual nature which occurs under any of the following circumstances:
 - 1.4.1 Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;
 - 1.4.2 Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
 - 1.4.3 Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations.
 - 1.4.4 Sexual harassment also includes gender-based harassment by a person of the same gender.
 - 1.4.5 Prohibited sexual harassment need not be motivated by sexual desire to be unlawful or violate this Policy.
 - 1.4.6 Electronic communications can constitute harassment. This Policy prohibits all types of conduct that fall within the definition of harassment, including e-mails and text messages.
 - 1.4.7 Harassment involving the public includes either harassment of (a) any member of the public by any person conducting District business or otherwise representing the District, or (b) any worker in the conduct of his or her job duties by any member of the public.

2.0 Retaliation Prohibited

Retaliation against an employee for reporting violations of this Policy in good faith, or for participating in the investigation of a harassment or discrimination complaint, is strictly prohibited.

- 3.0 Procedures regarding all complaints of potential harassment including retaliation
- 3.1 Employee Responsibility

It is important that employees inform the District as soon as possible about any prohibited harassment because nothing can be done to remedy the situation if the District does not know that it exists.

3.1.1 Any individual who feels comfortable doing so should let a fellow

employee know when that employee's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this Policy. However, individuals are not required to handle these situations on their own. If an individual is not comfortable handling a situation directly with another employee, the individual should immediately report the conduct to one of the persons listed below.

- 3.1.2 Any individual who believes that they have been or are being harassed in violation of this Policy shall immediately report this violation to his or her supervisor, the General Manager, the District's designated Human Resources staff or any District supervisor with whom the individual feels comfortable speaking. Complaints about the General Manager should be directed to the District's General Counsel or Board President (who shall immediately notify the General Counsel to coordinate an appropriate inquiry and response).
- 3.1.3 Any individual who is aware or suspects that another person has been harassed in violation of this Policy shall report this violation to his or her supervisor, the General Manager or any District supervisor with whom the individual feels comfortable speaking.

3.2 Supervisor Responsibility

- 3.2.1 Each supervisor has the responsibility of maintaining a work environment free of harassment. This responsibility includes being available to discuss this Policy with the workers that they supervise and to assure the workers that they are not required to endure any form of prohibited harassment. If someone reports a harassment allegation to a supervisor, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) and reporting the allegation of harassment to the General Manager or the designated Human Resources staff.
- 3.2.2 Any supervisor who fails to take appropriate action to report or address harassment, discrimination or retaliation issues can and will be disciplined by the District.

3.3 Investigation

The District will investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge. The District's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties and witnesses involved. Complete confidentiality cannot occur, however, due to the need to investigate fully and to take effective remedial action. Whenever appropriate, the supervisor of the affected department(s) may be informed that a complaint has been filed. The General Manager is responsible for directing an investigation into such allegations and for implementing appropriate remedial action,

where warranted. The District will not disclose a completed investigation report except as it deems necessary to support disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or as otherwise required by law.

3.4 Resolution

- 3.4.1 After investigation, the District will communicate the confidential findings (i.e., sustained, not sustained, or inconclusive) to the complainant, the alleged harasser, and members of management with a legitimate need to know.
- 3.4.2 If there is a finding that harassment in violation of this Policy or applicable laws has occurred, the District will take appropriate and immediate action to end any harassment and prevent its recurrence. Where appropriate, the District may first work to resolve the matter informally. If the matter is not suitable for informal resolution, appropriate formal action will be taken pursuant to applicable policies and agreements. If formal action is required, the complainant may be required to testify at a hearing.

3.5 <u>Discipline</u>

Any employee found to have violated this Policy will be disciplined. Specific action taken will depend upon the specific circumstances.

4.0 <u>Harassment Involving the Public</u>

- 4.1 The District strictly prohibits harassment of any member of the public by any person conducting District business or otherwise representing the District.
- 4.2 Dealing with the public can be challenging and sometimes contentious. While employees are expected to interface with the public as their duties dictate, sometimes in difficult or even volatile situations, employees are not expected to endure actual harassment by members of the public. If an employee feels that he or she is being subjected to harassment by a member of the public, the employee should report such harassment to his or her supervisor (or other person listed above) for investigation and appropriate action. Employees will not be penalized for refusing to tolerate harassment from a member of the public.

5.0 Further Information

Employees are urged to contact the General Manager if they have any questions or concerns about this Policy.

In addition to this Policy, the State of California Civil Rights Department (CRD) provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks he or she has been harassed, discriminated against, or that he or she has been retaliated against for complaining, that person may file a complaint or obtain additional information from CRD\; at 1-800-884-1684 or www.calcivilrights.ca.gov.

4513.00 DISCIPLINARY PROCEDURE FOR REGULAR EMPLOYEES

This Disciplinary Procedure Policy applies to employees who are not "at will" and who have successfully completed the applicable probationary period. The District has and desires a culture of coaching and training employees to address many performance and conduct concerns.

However, some situations require a more formal type of corrective action where they involve: (a) repeated or more serious performance deficiencies or (b) significant misconduct. Depending upon the facts and circumstances involved in each situation, the District may choose to begin disciplinary action at any step. In general, however, discipline should follow a pattern of increasing severity as causes for discipline are more serious and persist.

4513.01 <u>Minor Discipline</u>

Minor discipline may be imposed by any supervisor or Department Head without reference to the procedural requirement of Section 4513.03 of this Policy. Minor discipline includes verbal warnings and written reprimands.

4513.02 <u>Major Discipline</u>

The following disciplinary actions require compliance with the procedures of Section 4513.03 of this Policy. The following procedures may be taken by the employee's Department Director to correct misconduct or performance deficiencies of "for cause" employees (i.e., those regular employees who are not "at-will"). Forms of major discipline are:

- A. Suspension Without Pay: An ordered interruption of duties for one or more days without pay. Minor suspensions of five work days or less are not subject to the pre-disciplinary procedure below in 4513.03.A, B, or C, but are subject to the post-disciplinary appeal procedure in Section 4513.D.
- B. Salary Reduction: A reduction in pay from within the employee's current range to any lower salary.
- C. Demotion: A reduction from a position in one classification to a position in another classification having a lower salary range affected for disciplinary purposes. (Demotions resulting from employee's inability to perform required duties due to a disability with or without a reasonable accommodation, organizational changes, or layoffs are not disciplinary.)
- D. Dismissal: Discharge from District employment for disciplinary purposes. A disciplinary dismissal does not include I) layoff or similar release from employment based on a determination by the District that the needs of the District do not require continuation of the employee's position or II) release due to inability to perform all essential functions of the employee's position due to a disability, with or without a reasonable accommodation; a release for either reason is not a disciplinary dismissal and is not subject to the procedures in Policy 4513.

4513.03 Disciplinary Procedures for Major Discipline

- A. Notice of Proposed Discipline: Before imposing major discipline (other than suspensions of five work days or less), the District shall deliver to the employee a written notice of the proposed major discipline. The notice of proposed discipline shall be prepared by the employee's Department Director. Such notice shall be personally served on the employee or sent by traceable overnight delivery service (e.g. Golden State Overnight, Federal Express, etc.) to the employee's place of residence as shown on the records of the District. The notice shall contain the following:
 - 1) The type and effective date of the proposed disciplinary action.
 - 2) A statement of the reasons for the proposed discipline and applicable Policies, rules, etc. The statement of reasons shall contain such specifications as to give a reasonable person a fair opportunity to understand and respond to the reasons.
 - 3) If the reasons are based upon documents or materials, the notice shall include copies of the documents or materials considered or relied upon in reaching the determination of proposed discipline.
 - 4) Notice of the employee's right to respond either verbally in a predisciplinary meeting or in writing, the date, time, place, and person to whom response may be made, and inform the employee a representative of the employee's choice may accompany the employee to the conference, should he/she choose to respond verbally. The notice should also inform the employee that failure to respond within the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
 - 5) The General Manager may, in his or her discretion, approve the temporary assignment of an employee to a status of paid administrative leave during any administrative investigation or during the disciplinary process.
- B. Employee's Response ("Skelly" meeting). The employee shall have ten (10) calendar days from the date of receipt of the notice to respond to the notice by submitting a written or verbal response. A written response shall be made to the person indicated in the notice. If the employee elects to respond verbally, the meeting to respond shall be known as the Skelly meeting. Notice of Proposed Discipline shall state the date, time, and, location of the Skelly meeting. The Skelly meeting may be conducted by the employee's Department Director or designee. In the Skelly meeting, the employee may be represented by legal counsel or other personal representative, but not by any person involved in the issues or incidents giving rise to the proposed discipline.
- C. Notice of Final Disciplinary Action: At the completion of the period provided in subsection (B) above, the employee's response, if any, shall be reviewed and a determination whether to dismiss, amend, or sustain the proposed disciplinary action will be made. The Department Director or his/her representative shall notify the employee in writing of the final

disciplinary action to be imposed upon the employee (if any), the reasons for the disciplinary action, the charge(s), and the effective date(s) of the disciplinary action. The notice shall also advise the employee of the right to appeal, however an appeal shall not delay or otherwise impact the effective date of the final discipline.

D. Post-Disciplinary Appeal from Major Discipline. An employee may appeal a dismissal, demotion, pay reduction, or suspension without pay by filing a written request with the General Manager within five (5) business days of the date of the Notice of Final Disciplinary Action. The appeal shall include the reasons for the appeal.

The General Manager shall set a date for an evidentiary appeal hearing (which shall be held within sixty (60) days of the request for appeal, absent unusual circumstances or agreement by the parties) and shall provide written notice of the date, time, and location of the hearing to the employee. The employee may be represented by legal counsel and/or by a representative, but not by any person involved in the issues or incidents giving rise to the disciplinary action.

In his or her sole discretion, the General Manager may conduct the hearing personally (with assistance of counsel) or arrange for a neutral hearing officer to conduct the hearing and then render an advisory written decision for the General Manager's consideration and decision regarding final discipline. In such case, the hearing officer may be selected by agreement among the parties or the parties may obtain a list of qualified potential hearing officers from the State Mediation and Conciliation Service and select the hearing officer by alternating strikes. The hearing officer should have experience conducting similar types of appeal hearings and will establish procedures for conducting the hearing. The cost of a hearing officer shall be shared equally by the District and an employee organization that represents the employee, if any.

At the evidentiary appeal hearing, witnesses will testify under oath, the parties have the right to introduce relevant oral and written evidence on his/her behalf, and to confront and cross-examine adverse witnesses. To the extent possible, hearings shall be informal, and the technical rules of evidence need not be followed. Any evidence upon which reasonable people may rely in the conduct of serious affairs may be admitted, at the discretion of the General Manager/hearing officer conducting the hearing. A written record of the hearing may be prepared in the discretion of the General Manager or hearing officer (if any), the cost of which shall be shared by the parties. The District and the employee shall each bear their own expenses, fees and costs. Absent good cause to the contrary (as determined by the General Manager/hearing officer), the employee's failure to appear personally at the appeal hearing shall be deemed a withdrawal of the appeal.

If the General Manager presides personally over the hearing, then the General Manager shall render a written decision within twenty (20)

business days from the date of the conclusion of the appeal hearing (or from the receipt of the written transcript and closing briefs (if any), if requested by the General Manager). If a hearing officer presides over the hearing, then the hearing officer shall render an advisory written decision within twenty (20) business days from the date of the conclusion of the appeal hearing (or from the receipt of the written transcript and closing briefs (if any), if requested by the General Manager), and the General Manager shall render a written decision regarding final discipline within ten (10) business days of receiving the hearing officer's advisory decision.

The General Manager's decision shall be the final step in the District's administrative process, subject to review as provided by law in Code of Civil Procedure sessions 1094.5 and 1094.6.

If the disciplinary action is subsequently revoked or lessened, the employee is entitled to reimbursement for the interim loss of District pay, if any. Reimbursement is limited to the period of time between the effective date of disciplinary action and the date of final decision on the appeal. No reimbursement may be made for any portion of the period during which the employee was not ready, willing and able to perform the duties of his/her position.

4514.00 GRIEVANCE PROCEDURE

The grievance procedure provides "for cause" employees a means for settling disputes involving the interpretation, application or enforcement of District policies as quickly as possible, and at the lowest possible level of authority. The grievance procedure, however, is not applicable to:

- Employee discipline or employee evaluations;
- Performance improvement plans, training assignments;
- The determination of the contents of a job classification or decision to reclassify (or not to reclassify) a position;
- The determination of procedures and standards for employment and promotion; or
- Challenges to layoffs, transfers, denial of reinstatement or denial of advancement.
- Release for inability to perform essential job functions with or without a reasonable accommodation.

NOTE: complaints of harassment, discrimination or retaliation are not subject to this procedure but rather should be processed in accordance with Policy 4512.

Each step in the grievance procedure is meant to completely resolve the complaint or problem. The steps are to be taken in progressive steps; the employee moves on to the next step only if the problem has not been resolved.

4514.01 Grievance Steps

Step One: The employee filing a grievance ("the grievant") must notify his or her Department Head in writing of a grievance within five (5) business days of the event(s) giving rise to the grievance. If the grievant is unaware of the event(s) within that time

frame, then the five (5) day initial reporting period shall run from the time when the grievant learned of the event(s) or reasonably should have learned of them. The Department Director will set a meeting with the grievant and a member of the designated Human Resources staff within five (5) business days to discuss the grievance. The Department Head will issue a written determination on the grievance within five (5) business days of the meeting with the employee.

Step Two: If a satisfactory result is not reached at Step One, the grievant may appeal in writing to the General Manager. Such appeal must be submitted within five (5) business days of the Department Director's written decision at Step One. The General Manager shall schedule a meeting with the grievant (and any others the General Manager deems appropriate to include) to discuss the grievance. After the meeting, the General Manager may, in his or her discretion, investigate the grievance further and talk with anyone involved or anyone who might contribute to the facts. The General Manager will return a written decision within ten (10) business days of the meeting with the grievant. The General Manager's decision shall be final and binding.

4520.00 EMPLOYEE CONFLICT OF INTEREST

The District recognizes the right of employees to engage in private activities away from their employment. However, the following rules will apply to assess and prevent potential conflicts of interest from arising. Failure to adhere to the rules governing conflict of interest may lead to disciplinary action up to and including discharge from employment with the District. Designated employees may also be subject to the provisions of Policy No. 1035, Conflict of Interest.

4520.01 Interference of Adversity Prohibited

No employee shall engage in outside work that will interfere with his or her District job.

4520.02 Gratuities

No employee shall accept personal gratuities or tips offered for District services rendered to a customer or prospective customer.

4520.03 <u>District Time, Equipment and Materials</u>

No work not related to the business of the District shall be done during regular hours of employment and no District facilities, equipment, labor or supplies may be used to conduct such work.

Transportation in District vehicles of persons other than Directors, Officers, employees, agents of the District, or authorized guests, is prohibited and will subject the employee to discipline.

Employees should discourage personal telephone calls and visitors during work hours.

4520.04 District Liability

Employees shall not discuss opinions or comments regarding District liability in any matter with the public. Management shall be advised in all instances regarding customer relations problems that cannot be satisfactorily resolved.

4530.00 UNIFORMS AND DRESS CODE

4530.01 Work Attire

District employees are expected to observe good habits of grooming and personal hygiene, and (for office workers) to dress professionally in an appropriate manner for a business office during business hours. A neat, tasteful appearance contributes to the positive impression District employees make on our customers and service partners.

District logo shirts or sweaters are encouraged and acceptable except where more formal attire is warranted for the occasion (e.g. a court appearance.) On the other hand, while no policy can address every form of problematic attire, employees are advised that tank tops or other beach/recreational wear, revealing clothing or clothing/hats bearing messaging (e.g., purported humor, political messages, sports logos, etc.) are prohibited. For special occasions designated by the General Manager, a type of clothing usually prohibited may be permitted for the day (e.g. sports team shirts, hats or jerseys).

For all District employees, attire must be clean, well-maintained, and appropriate for the assigned work area or work event. Distracting or safety-impacting personal adornments (such as piercings, brands or tattoos) may, in the General Manager's discretion, be required to be removed or covered while an employee is on duty. Any employee with questions about acceptable work attire should immediately seek guidance from the employee's supervisor or the General Manager.

4530.02 Facial Hair

All facial hair will be kept neat and trimmed. In certain positions, at the supervisor's discretion, facial hair may be disallowed due to safety concerns.

4530.03 Uniforms

The positions for which employees are required to wear District-provided uniforms or personal protective equipment, and the uniform and equipment requirements themselves, are described in more detail in the administrative uniform procedure.

4601.00 EMPLOYEE ORIENTATION

A new or rehired employee will be given an orientation to District policies and benefits and the responsibilities of their employment position. This orientation shall begin on their first day of employment unless circumstances make this impractical.

As directed by the General Manager, the employee orientation process will be conducted and documented by District department directors, managers, administrators and other personnel and include, but not be limited to, the following subjects:

- Human Resources Policies
- Employee Benefits
- Job Duties and Standards for Acceptable Behavior and Job Performance
- Safety

4610.00 PERFORMANCE EVALUATION

Each employee, upon being selected for employment or upon changing jobs while in District employment, shall receive frequent, informal performance feedback and may, at the discretion of the applicable supervisor in consultation with the next-higher-manager, receive a short-form performance evaluation at the end of the first six months in their employment position. Every probationary employee will be evaluated at the end of the applicable probationary period approaches and prior to being approved for "regular" status. Thereafter, employees will be evaluated annually (or more frequently) thereafter as directed by the General Manager. The purpose of this evaluation will be to provide guidance to the employee with a review of his/her overall job performance within the assigned work areas. The performance evaluation may also be used as a basis for determining employment retention, dismissal, and/or salary adjustment.

The performance evaluation will be facilitated by the employee's direct supervisor. The Department Director may be included in the evaluation process.

The employee Evaluation Form shall be completed by the employee's supervisor(s) if so directed by the Department Director, and submitted to the Department Director for review and comments. The form shall be reviewed, with the opportunity to add written comments, by each supervisor up the chain of command if requested, concluding with the General Manager

Completion of the Evaluation Form shall be followed by a Department Director/ supervisor(s)/ employee meeting at which time the evaluator(s) and employee shall have an opportunity to express his or her comments about the evaluation in general and with reference to any segments of the performance evaluation specifically. The Department Director/ supervisor(s) shall sign the Evaluation Form at the conclusion of the meeting and the employee shall be given a signed copy of same. The employee will be requested to sign his/her evaluation. The employee may provide written comments to the Department Director for attachment to the evaluation within five (5) working days of the Department Director/ supervisor(s)/employee meeting, and the employee's comments shall be maintained together with the evaluation in the employee's personnel file. The Department Director shall then submit the employee's Evaluation Form together with any employee comments to the General Manager. Performance evaluations are not subject to the disciplinary appeal or grievance procedures.

The General Manager shall serve as the evaluator for his/her direct reports.

The performance evaluation shall not preclude the day-to-day needs of employees regarding guidance, assistance, corrective action, and employer/employee relations in general.

The District provides various forms of training and development support geared both to current job skills and requirements and to employees seeking to improve their general knowledge.

Employees are encouraged to communicate in all areas of job interest, in a timely fashion, to their immediate supervisor, who in turn shall report said communication to his or her supervisor. Upon retirement or separation of employment with Citrus Heights Water District, an exit interview may be prepared consistent with the protocol above as reasonably practical and maintained in the employee's personnel file.

4611.00 PROMOTIONS

Promotions generally result in an increase of responsibility within a category of jobs (e.g., from Water Distribution Operator II to Water Distribution Lead Worker/Operator) or to another job category, or to another department. Promotions are not automatic when an individual reaches the top of his/her salary range. Promotions may be made from the existing work force providing an employee is qualified to fill the position. Employee performance evaluations, interviews, and supervisor and management observations will provide the primary source to determine job suitability. A District employee who promotes to a higher position will be subject to a promotional probationary period in conjunction with District policy.

4701.00 <u>SAFETY OFFICER</u>

One (1) Regular employee of the District will be designated in writing by the General Manager to perform, as a collateral duty, the duties of Safety Officer.

The overall duty of the Safety Officer shall be to help the District achieve the greatest practical degree of freedom from injuries / illnesses and to insure that every employee is provided safe and healthful working conditions, free from recognized hazards. Responsibilities for the Safety Officer shall be as set forth in the District's Injury and Illness Prevention Program (IIPP) (see Policy 4702), Return to Work Program (see Policy 4730) and other responsibilities and duties as assigned from time to time by the General Manager. The Safety Officer or General Manager's designee will serve as the Team Lead of the District's Loss Prevention Program.

Safety Officer will have increased responsibilities for which the designated employee (other than the General Manager) shall receive a 5% Safety Officer Training/Coordinator Premium.

4702.00 INJURY AND ILLNESS PREVENTION

It is the policy of Citrus Heights Water District to achieve the greatest practical degree of freedom from accidents and to insure that every employee is provided safe and healthful working conditions, free from recognized hazards. To this end, the District shall institute and maintain an Injury and Illness Prevention Program (IIPP) based on the model IIPP program provided by the Association of California Water Agencies - Joint Powers Insurance Authority (ACWA-JPIA).

The IIPP shall be reviewed annually and updated as necessary.

Injuries are costly to the individual worker, often significantly changing the employee's future or impairing the security of the employee's family. They are also costly to the District, both directly and indirectly, with indirect costs often being much higher than the direct costs. It is the firm and continuing policy of the Board of Directors that industrial accidents shall be significantly reduced or eliminated with the use of reasonable administrative procedures, engineering controls and by the aggressive promotion of safe work practices within the District.

Each employee has a responsibility to themselves for their own safety, as well as a

responsibility to their family, to their fellow workers, to their community, and to their employer in the performance of their duties. Therefore, employees shall be expected to observe safety practices, rules, and operating procedures, as well as instructions relating to the efficient performance of their work. Optimum safety and efficiency in District operations is reached only when all employees are keenly alert and safety conscious.

4702.10 Safety Committee

The District shall establish a Safety Committee to support the Injury and Illness Prevention Program and to ensure that employees are provided safe and healthful working conditions, free from recognized hazards.

4702.11 Composition

The Safety Committee shall be composed of the following five (5) members:

- 1. The District's Safety Officer shall serve as the Chair of the Safety Committee.
- 2. One (1) representative from Administrative Services shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.
- 3. Two (2) representatives from Operations shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.
- 4. One (1) representative from Engineering shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.

4702.12 Coordination and Responsibilities

The Safety Committee meets monthly. The meeting date, time and place will be determined by the Safety Committee members and coordinated by the Safety Officer as the presiding member.

The Safety Committee's primary responsibility is to review all reports of incidents or accidents submitted to the Safety Officer, determine cause and recommend actions to be taken to eliminate hazards or educate/train employees on safe work practices and techniques. The Safety Committee will conduct inspections of District facilities at least once a year, to document hazards, and recommend actions needed to eliminate or minimize the risk to employees. In addition, the Safety Committee will prepare written records of the safety committee meetings, review results of the periodic scheduled inspections, review investigations of accidents and exposures and make recommendations to management for the prevention of future incidents, investigate alleged hazardous conditions, and evaluate employee safety suggestions and make recommendations to the General Manager for action by the Board of Directors.

4703.00 INJURY AND ILLNESS REPORTING

All job-related injuries and illnesses, regardless of severity, must be reported immediately to the affected employee's supervisor, the Safety Officer, the designated Human Resources staff and the General Manager in order to provide prompt and trained evaluation

and medical attention, if necessary, and to ensure accurate and timely reporting for Cal-OSHA and Worker's Compensation Insurance. Additional procedures for reporting and actions to be followed by the affected employee, the employee's supervisor and other District staff are contained in the District's Injury and Illness Prevention Program and Return to Work Program (see Human Resources Policy 4730).

The District retains the right to exclude from the workplace employees exhibiting an illness or injury. Non-exempt employees who are excluded from the workplace for exhibiting an illness or injury may be entitled to reporting time pay.

4710.00 SMOKING IN THE WORKPLACE

The District shall provide a smoke free workplace. Smoking (including e-cigarette use or vaping) is not permitted at any location where employees, customers and the public may be exposed to secondhand smoke, including:

- In District buildings.
- Within 20 feet of District building exterior doors, operable window openings, or heating/air conditioning units, or within 20 feet of a walkway used for entering or passing between District buildings.
- In District vehicles.
- At District groundwater well sites.

4730.00 <u>RETURN TO W</u>ORK PROGRAM

In an effort to minimize serious disability due to on-the-job injuries and to reduce workers' compensation costs, the District will develop and maintain a Return to Work Program. This policy is consistent with the District's responsibilities under the Fair Employment & Housing Act to provide reasonable accommodations to persons with disabilities.

The Program will consist of a team effort made by supervisors, representatives of the District's workers' compensation insurance carrier, the medical provider, the injured employee, and other District staff. All team members are expected to assist in returning the injured employee to a productive status.

Supervisors will assist by directing the employee to appropriate care and assisting in proper reporting of the injury while maintaining regular, substantive communication with the injured employee. They will also assist in arranging work that meets modified work restrictions, as needed, to reduce lost time. The District will work with the representatives of the District's workers' compensation insurance carrier to assist with determining the employee's ability to return to work in accordance with medical recommendations.

4730.01 <u>District Responsibilities</u>

The District shall be responsible for developing and maintaining the Return to Work Program, including any procedures and forms necessary to administer the Program, and providing information to employees regarding the Program.

4730.02 <u>Employee Responsibilities</u>

The injured employee shall be responsible for cooperating with and communicating with

his or her supervisor and other District staff, the physician that is treating his or her injury and the District's workers' compensation insurance carrier, to support efforts to assist the employee in returning to productive work as soon as possible.

4740.00 REASONABLE ACCOMMODATION

It is the policy of the District not to discriminate against any qualified person on the basis of mental or physical disability. If an employee needs a reasonable accommodation, the employee should personally notify the General Manager, orally or in writing, as soon as possible.

Reasonable accommodation may include such things as modifications to the work environment, purchase of auxiliary aids, structural accessibility changes in the workplace, modified schedule, and temporary leave from work; however, the District is not required to alter the job duties of the employee's position or provide a reasonable accommodation that would cause an undue hardship to the District.

While temporary light duty may be an appropriate accommodation, the District is not required to permanently alter the essential duties of the employee's position.

4740.10 Interactive Process

Upon receiving a request for accommodation, the District will engage in a reasonable, interactive process with the employee to ascertain whether the employee is a qualified individual with a disability and, if so, whether any reasonable accommodations are available to permit the employee to perform the essential job duties of employee's position. (The District can also independently commence the interactive process with an employee if it acquires information to suggest that the employee needs a reasonable accommodation in the workplace). The District welcomes the employee's input in this process and will consider any and all suggestions for reasonable accommodations. The District retains the ultimate discretion to determine whether to provide a reasonable accommodation and, if so, which one to provide. In connection with a request for a reasonable accommodation, employees may be required to provide supporting medical documentation, which will be kept by the District in a confidential medical file.

4800.00 EMPLOYEE SEPARATION

4800.01 <u>Categories of Separation</u>

When employees leave the District, they will be assigned to the following categories of separation:

- A. Resignation: A voluntary separation, including:
 - Resignation with or without notice.
 - Failure to return from a leave of absence.
 - Failure to return from a reduction-in-force upon recall.

Employees who resign are required to file a written statement of voluntary resignation with Human Resources staff.

B. Release: A separation in which the employee is removed from the payroll for non-disciplinary purposes. Releases may result from the employee:

- Not being qualified for the type of work assigned and no other work is available.
- Due to a reduction in the District work force.
- Inability to perform essential job functions with or without a reasonable accommodation.
- For other reasons that are typically not the fault of the employee.
- C. Deceased: The death of an employee in active employment.
- D. Retirement: A voluntary separation which usually includes qualification for benefits under the District's retirement plan.
- E. Discharge: A separation in which the employee is dismissed and removed from the payroll for violation of District Standards of Conduct, safety regulations, or unsatisfactory job performance for which the employee is at fault.

4800.02 <u>Notice to Employee</u>

The District shall provide employees with written notice of separation of employment from the District.

4810.00 <u>LAYOFF OR REDUCTION OF WORK FORCE</u>

The District expects to maintain steady employment for each employee. However, circumstances may require adjustments in personnel by means of a reduction of work force. Before competent employees are separated due to lack of work, every effort will be made to reassign them to another position within the District (see also Policy 4513).

4810.01 Procedure

If the number of employees must be reduced, the reduction will occur beginning with Temporary Employees.

Further reductions will be based on operational needs and performance history. Within a given classification where the number of positions is being reduced, layoffs among incumbents will be determined based on operational need (e.g. required skill sets and certifications) and performance history over a period not to exceed the prior five (5) years.

The District reserves the right to retain certain Regular Employees without regard to duration of District employment because of the employee's special knowledge, skill, training, or experience.

Employees will receive at least ten (10) working days' written notice from the General Manager if they are to be released due to a reduction of work force. At the General Manager's discretion, the affected employee(s) may be placed on paid administrative leave for some or all of the notice period. Employees will receive payment for accrued Annual Leave, Management Leave and Compensatory Time-Off due to a reduction of work force. Payment will be made at the time of the final paycheck.

Employees will be placed on a recall list for twelve (12) months following separation due to reduction in work force. Recall from the list will be based on first operational need, and then performance history. Any former employee on the recall list who retires while on the list remains eligible for recall, but would have to comply with applicable CalPERS

requirements if recalled to active service.

4820.00 <u>CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)</u>

4820.01 <u>Membership</u>

The District is a member of the Public Employees' Retirement System of the State of California (CalPERS) and membership is governed by CalPERS eligibility regulations.

4820.02 Retirement and Other Benefits for CalPERS Members

Requirements for vesting in the CalPERS retirement system, service retirement or disability retirement, death benefits and other CalPERS benefits are set forth in the District's contract(s) with CalPERS and by regulations and procedures established and enforced by CalPERS. Employees are encouraged to visit the CalPERS website, my.calpers.ca.gov, for more information about their CalPERS retirement options and benefits or to contact the General Manager for more information about CalPERS benefits.

4820.03 <u>Separation of Employment</u>

Upon separation of employment, an employee will have various options regarding their CalPERS contributions and status depending upon their years of service and vesting in the CalPERS retirement system. Employees are encouraged to visit the CalPERS website, my.calpers.ca.gov for more information regarding their options upon separation of employment or to contact the General Manager for more information.

4820.04 Employee CalPERS Contributions

Requirements for employee contributions toward their CalPERS retirement benefit are set forth in the District's contract with CalPERS and by regulations and procedures established and enforced by CalPERS.

4820.05 <u>District CalPERS Contributions</u>

Requirements for District contributions toward employees' CalPERS retirement benefits are set forth in the District's contract with CalPERS and by regulations and procedures

Under Government Code Section 21150, before an employee seeking disability retirement (including industrial disability) may have their application approved by the California Public Employees' Retirement System (CalPERS), the District Board of Directors must make determinations, based on medical evaluations (either through a Qualified Medical Examiner report, through the Workers Compensation process, or a Fitness for Duty evaluation) that the employee can no longer perform their essential job duties with or without a reasonable accommodation due to a disabling condition.

Pursuant to Government Code Section 21173, the governing body of a contracting agency may delegate the authority to make such disability determination to the General Manager. The District Board of Directors hereby delegates to the General Manager the authority to a) make applications on behalf of the District, pursuant to Government Code Section 21152 for disability retirement of any employee, and b) under Government Code Section 21156 as to whether such disability is industrial and c) to certify such determination and

provide any other necessary and required information to CalPERS. In making such determinations, the General Manager shall rely upon the medical recommendations of a qualified medical examiner, treating physician or the fitness for duty evaluator.

4830.00 <u>INSURANCE BENEFITS FOR RETIREES RETIRING BETWEEN JUNE 3, 1992</u> AND MARCH 19, 1996

Subject to the eligibility requirements and levels below, and subject to the retired employee's enrollment in Medicare upon reaching eligibility for such benefits, the District provides the following retiree health insurance benefits. Except as otherwise required by law, no particular form or level of insurance benefit is guaranteed, but rather is subject to the discretion of the Board of Directors as it may direct from time to time.

4830.01 <u>20 Year Service</u>

Retired employees with twenty (20) years of employment by the District are provided with health insurance of the District's choice at District expense upon retirement for the retiree if requested.

4830.02 25 Year Service

Retired employees with twenty-five (25) years of employment by the District are provided with health insurance of the District's choice at District expense for the retiree and his/her spouse/dependents if requested.

Retired employees with twenty-five (25) years of employment by the District who either have no spouse/dependents or do not desire coverage for same may elect the insurance benefit applicable for thirty (30) year service.

4830.03 30 Year Service

Retired employees with thirty (30) years of employment by the District are provided with health, dental, and vision insurance of the District's choice at District expense. Spouse/Dependents of a retired employee with thirty (30) years of employment by the District are provided with health and dental insurance at District expense.

4830.04 Basis for Calculating Length of Employment

For the purpose of calculating length of employment to determine insurance benefits for retirees, total employment by the District, whether as a Regular or Probationary employee, will be the base. Such employment need not be continuous.

4830.20 Application of Policy

This policy shall continue to apply to retired employees for whom this policy was in effect upon their retirement.

Employees that retire after the amended date above are subject to the provisions of Insurance Benefits for Retirees Policy 4831.

4831.00 <u>INSURANCE BENEFITS FOR RETIREES</u>

For employees hired prior to January 31, 2019 who have not opted into the District's

health reimbursement account benefit program, the District will participate in the cost of health, dental and vision insurance coverage for retired employees and their qualified spouse, registered domestic partner, and dependents based upon length of employment with the District. Employees hired on or after January 31, 2019 will have the option of the District's health reimbursement account benefit, but no other retiree insurance benefits under this Policy.

4831.10 Length of Employment And Eligibility

For the purpose of calculating the length of employment to determine the District's participation in the cost of insurance benefits for retirees, total employment calculated/credited by PERS as years of service as an employee of Citrus Heights Water District shall be the basis and shall not include credit for years of service attributed to accrued sick leave or credit for purchased years of service time. Such employment shall be cumulative and need not be continuous. No credit will be provided for employment with the District in a Temporary capacity.

Employees must have been employed by the District for a minimum of twenty (20.00) years to qualify for benefits under this Policy and must enroll in Medicare/utilize Medicare as primary upon reaching Medicare eligibility. Employees retiring from the District with less than twenty (20.00) years of service do not qualify for benefits under this Policy.

4831.20 <u>Application of Policy</u>

This policy shall apply to employees retiring from the District following the date of its adoption, March 19, 1996.

Insurance benefits afforded to employees that retired prior to the adoption of this policy shall continue to be governed by the policies, terms, or conditions existing at the time of said prior retirements (see Policy 4830).

4831.30 Qualification of Spouse/Registered Domestic Partner/Dependents

The spouse, registered domestic partner and/or dependents of the employee as of the date of retirement from the District are eligible to participate in the benefits of this Policy. A spouse, registered domestic partner and/or dependents added after retirement are not eligible for participation. Qualified dependent children are eligible to participate up to the age limits as defined by state and/or federal health care regulations.

4831.40 Selection of Benefits

A retiree can choose either to obtain health, dental and vision insurance on their own for themselves and their qualified dependents or, at the time of retirement, the retiree and each dependent covered under the District's insurance plans, while the retiree was on active status, will be offered the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) option to continue health insurance coverage under the "qualifying event" provision as set forth in the law.

Retirees or their surviving dependents, as defined in Section 4831.30 of this policy, shall be eligible to receive reimbursement from the District in an amount not to exceed the maximum District financial participation shown in Section 4831.50 of this Policy.

Reimbursement shall be made only upon presentation of written proof of coverage and proof of payment in a form acceptable to the District. Written proof of coverage must be provided to the Human Resources Department at the beginning of each calendar year before any reimbursement will be issued for the remainder of that year.

4831.50 <u>District Participation</u>

The District's financial participation under this Policy is dependent upon the length of employment with the District as follows:

Length of Employment	Maximum Monthly District Participation
20.00 years	\$415.00
25.00 years	\$464.00
30.00 years	\$520.00

No credit, cash back refund, or other consideration will be provided for any unused portion of the maximum District participation.

The Maximum Monthly District Participation shall be amended as of and effective January 1 of each year by the percent change in the Consumer Price Index for All Urban West Consumers (CPI-U) averaged over the first six months (January to June) unless otherwise determined by the Board of Directors. Said amendments shall be rounded up to the nearest whole dollar amount.

Unless otherwise directed by the Board of Directors, the monthly amount of reimbursement received by eligible retirees will be increased by any increase pursuant to the paragraph above, but will not be reduced by a decrease in the Maximum Monthly District Participation amount.

The District shall report contributions and make withholdings from contributions in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements. Retirees bear sole responsibility for the tax consequences of District contributions.

4831.85 Death of Retiree

In the event of a retiree's death, a surviving qualified spouse, registered domestic partner, and/or dependents may choose to continue to participate in the benefits of this Policy. A spouse that remarries or a registered domestic partner that enters into another domestic partnership or marries is no longer eligible for participation.

4831.86 <u>Death of Qualified Employee</u>

In the event of the death, prior to retirement, of a District employee who otherwise has met the length of employment requirements necessary to qualify for insurance benefits for retirees, the surviving spouse, registered domestic partner and/or dependents may choose to participate in the benefits under the terms of this Policy.

4831.90 Amendments

The District reserves the right to amend or discontinue this Policy at its sole discretion at any time.

4901.01 <u>EMPLOYEE BUSINESS EXPENSES</u>

Request for travel advances are to be submitted on the appropriate form for review and approval by the General Manager. District vehicles shall be used for travel by vehicle unless a District vehicle is not available. Reimbursement for the use of personal vehicles for District business- related travel shall be approved in advance in writing by the employee's immediate supervisor only in circumstances where a District vehicle is not available. Before an employee can use his or her own vehicle for District business, the employee must have proof of insurance on file with the District, and personal vehicles are not permitted to be used in District business beyond a three hundred fifty (350) mile radius.

Spouses and dependents may accompany the employee on such trips, subject to General Manager approval, provided that their expenses are fully paid for by the employee.

Payment or reimbursement for actual and necessary expenses is obtained by submitting an expense reconciliation form with appropriate receipts to the General Manager for review and approval. Normally, expenses in excess of \$50.00 will be paid by check.

Business expenses advanced by the District for educational and training functions that are not attended by the employee other than due to circumstances beyond their control and for which a refund or credit cannot be obtained shall be promptly reimbursed to the District by the employee within thirty (30) days of the date of said function.

4901.02 EMPLOYEE MEAL EXPENSES

Meal reimbursements shall be allowed for employees authorized to work at night or on weekends beyond normal working hours, when the District does not provide the meal. Authorized work must extend beyond normal working hours for more than three (3) hours to qualify for meal allowance.

Employees may claim reimbursement for meals when traveling on official business or attending a pre-approved seminar, conference, or meeting. Per diem reimbursements for approved events, not to exceed the limits detailed below, can be obtained by submitting a reconciliation request form to the General Manager for review and approval.

Half Day Event \$45.00 (applies after a minimum of three hours) Full Day Event \$90.00 (applies after a minimum of five hours)

Employees shall generally not receive the above per diem if meals are provided as an accompaniment to registration. However, if an employee is unable to utilize the provided meal, he or she may receive a half-day or full day per diem as applicable. Any request for per diem shall indicate the District-related reason for not enjoying the provided meal

4901.03 OTHER EMPLOYEE EXPENSES

Incidental employee expenses totaling \$50.00 or less shall be considered for reimbursement from the Petty Cash fund upon request and approval by the General

Manager or his/her designated representative, based on presentation of appropriate receipts. Normally, expenses in excess of \$50.00 will be paid by check.

4911.00 DISTRICT VEHICLE AND EQUIPMENT ASSIGNMENT AND USE

The District will provide vehicles and equipment for use on District business on an as needed or required basis. Employees operating District vehicles and equipment are responsible for their safe operation in accordance with the law. Since most job classifications require daily or periodic operation of District vehicles, employees are required to be in possession of a valid California Driver's License for the class of vehicle being operated. The revoking, suspension, or restriction of that license for any reason by the State of California, or a driving record unacceptable to the District for any reason, may be sufficient cause for reclassification or disciplinary action. Satisfaction of traffic citations is the employee's responsibility.

4911.10 <u>Assignment</u>

The Director of Operations shall maintain a list of all vehicle and equipment assignments.

Only employees designated by the General Manager, Assistant General Manager or Director of Operations will be allowed to take vehicles and equipment home after working hours.

Use of the District vehicle for driving to and from work by the employee constitutes Personal Use of Company Automobile (PUCA) as defined by the Internal Revenue Service (IRS). As such, the PUCA benefit shall be accrued to the employee at the current daily rate prescribed by the IRS based on the requirements of the commuting rule.

Employees that are assigned vehicles for work-to-home use must reside within 20 miles of the District headquarters; unless otherwise approved by the General Manager.

On occasion, overtime is necessary to accommodate the needs of the District. This may cause a separation of working hours when regular working hours and overtime hours are not continuous. In these cases, a District vehicle may be assigned for the duration of the irregular work hours by obtaining prior approval of the employee's supervisor. The use of a District vehicle by an employee meeting this criterion shall be on a controlled basis, and shall be monitored by the appropriate supervisor.

4911.20 <u>Vehicle and Equipment Use</u>

District vehicles and equipment shall be operated only in the course of District business unless otherwise approved by the supervisor.

4911.30 <u>Vehicle and Equipment Identification</u>

District vehicles and equipment, except those assigned to exempt employees, shall have a District logo and vehicle identification number permanently affixed. District vehicles assigned to exempt employees shall have a vehicle identification number permanently affixed and may be provided with removable magnetic logos for use at the discretion of the exempt employee.

4911.40 <u>Vehicle and Equipment Inspections</u>

All District vehicles and equipment shall be inspected weekly. Inspections shall be performed and documented by employees at the direction of the Director of Operations. Inspection reports shall be reviewed by the Director of Operations and maintained by the Director of Operations or designee.

4911.50 Traffic Accident Procedure

When an employee is involved in a traffic accident while operating a District vehicle or District equipment, he/she must immediately notify his/her supervisor, the Assistant General Manager or the General Manager. The employee shall not discuss the accident with anybody but law enforcement officers, a District supervisor or the District's insurance representative. Care should be taken to preserve any evidence and to obtain witnesses.

All vehicles shall be equipped with an accident report packet supplied by the District's liability insurance carrier for use and reference in the event of a traffic accident.

4912.00 PARKING

To courteously serve the District's many visitors, parking should be readily available to the public in the parking lot immediately adjacent to the District's Administrative Office. Employees shall refrain from parking in this area.

Employees shall park in designated employee parking areas or along the public street. Parking shall be at the employee's risk.

Individual parking locations will be designated by the Director of Operations or his/her designee based upon job class and seniority.

4930.00 COMPUTER USE AND INTERNET ACCESS

4930.01 Definitions

For purposes of this policy the following definitions shall apply:

Electronic Communications shall mean and include the use of information systems in the communicating or posting of information or material by way of electronic mail (e-mail), bulletin boards, Internet, or other electronic tools.

Information Systems shall mean and include computers, network, servers and other similar devices that are administered by the District. "Networks" shall mean and include video, voice and data networks, routers and storage devices.

4930.02 District-Maintained Systems

Information systems are maintained by the District to facilitate District business. Therefore, all information sent, received, composed and/or stored on these systems is the property of the District. Access to information systems and electronic communications at the District is a privilege, not a right, and must be treated as such by all employees. All employees must act honestly and responsibly to maintain the integrity of these systems. All employees must respect the rights of all pertinent license and contractual agreements related to District information systems. All employees shall act in accordance with these responsibilities, and the relevant local, state and federal laws and regulations. Failure to so conduct oneself in compliance with this Policy may result in disciplinary action.

4930.03 <u>Privacy Not Guaranteed</u>

All employees should have no expectation of privacy while using the District's electronic communications and/or information systems. The District reserves the right to access, at any time; an employee's electronic mail (e-mail) messages (outgoing and incoming), databases, word-processing, spreadsheet documents and all other forms of files created or stored using the District's electronic communications and/or information systems. Therefore, an employee's outgoing e-mail message must not indicate to the recipient that his/her incoming mail will be confidential or private. The existence of a password on the system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's General Manager and other District employees as designated by the General Manager. Failure to notify the General Manager and other designated employees of passwords or password changes may result in disciplinary action.

4930.04 Misuse of Systems

Misuse of District's electronic communications and information systems is prohibited and is subject to disciplinary procedures. Misuse includes, but is not limited to, the following:

- A. Attempting to modify or remove computer equipment, software, or peripherals without proper authorization.
- B. Accessing without proper authorization computers, software, information or networks.
- C. Taking actions, without authorization, which interfere with the access of others to information systems.
- D. Circumventing log-on or other security methods.
- E. Using information for illegal or unauthorized purposes.
- F. Personal use of any District information systems or electronic communications for non-District consulting, business or employment.
- G. Sending fraudulent electronic communications.
- H. Using electronic communications to harass or threaten other users.
- I. Violating any state or federal law or regulation in connection with use of any information system.
- J. Personal use of any District system to access, download, print, store, forward, transmit or distribute obscene material.
- K. Violating any software license or copyright, including copying or redistributing copyrighted software, without the written authorization of the software owner.
- L. Reading other users' information or files without permission.
- M. Forging, fraudulently altering or falsifying, or otherwise misusing District records.
- N. Launching a computer worm, computer virus or other rogue program.
- O. Downloading or posting illegal, proprietary or damaging material to a District computer.
- P. Transporting illegal, proprietary or damaging material across a District network.

4930.05 Harassment and Discrimination

Messages on the District's voice mail and electronic mail (e-mail) systems are subject to the same policies regarding harassment and discrimination as are any other workplace communication. Offensive, harassing or discriminatory content in such messages may result in disciplinary action.

4931.00 VOICE MAIL AND ELECTRONIC MAIL

4931.01 <u>District-Maintained Systems</u>

Voice mail and electronic mail (e-mail) systems are maintained by the District to facilitate District business. Therefore, all messages sent, received, composed and/or stored on these systems are the property of the District.

4931.02 Voice Mail

Voice mail greetings and messages, whether on the District's office telephone system or on individually-assigned cellular telephones, are reflections of the professionalism of the District and is part of the District's service to its customers. As such, greetings and messages on voice mail shall be professional and courteous. Employees are expected to check their voice mail boxes on at least a daily basis during the work week and change their greeting as necessary to let callers know when voice messages may not be retrieved promptly, such as when the employee is going on leave or training away from the office.

4931.03 Electronic Mail

Electronic mail, also referred to as "e-mail", should reflect careful, professional and courteous drafting, particularly since it is easily forwarded to others and may be subject to disclosure through a Public Records Act request. Be careful about attachments and broad publication of messages. Copyright laws and license agreements also apply to e-mail. Employees with assigned e-mail accounts are expected to check their e-mail on at least a daily basis, and to reply promptly to inquiries and requests received via e-mail.

4931.04 Personal Use Limitations

Voice mail and electronic mail systems are to be used by employees in conducting District business and are not for employees' personal use. The District understands that, on occasion, immediate family members may need to leave messages on the voice mail or e-mail system for an employee, and is willing to accommodate such incidental personal use to a limited degree. However, personal use of the voice mail or e-mail system that interferes with an employee's work performance or otherwise violates District policy may result in disciplinary action.

4931.05 Privacy Not Guaranteed

The District reserves the right to access an employee's voice mail (outgoing and incoming) and e-mail messages at any time. Therefore, an employee's outgoing voice mail message must not indicate to the caller that his/her incoming message will be confidential or private. The existence of a password on either system is not intended to indicate that messages will remain private, and all employees must make passwords

known to the District's Assistant General Manager and other District employees as designated by the General Manager. Failure to notify the General Manager or designee of passwords or password changes may result in disciplinary action.

4931.06 Erasure Not Reliable

Employees should be aware that even when a message has been erased, it still might be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message has been removed.

4931.07 <u>Message Access</u>

Messages on the voice mail and e-mail systems are to be accessed by the intended recipient and by others at the direct request of the intended recipient. However, the District reserves the right to access any and all messages on both systems at any time. Any attempt to block District access to messages, or to gain unauthorized access to messages on either system, may result in disciplinary action.

4931.08 Harassment and Discrimination

Messages on the District's voice mail and e-mail systems are subject to the same policies regarding harassment and discrimination as are any other workplace communication. Offensive, harassing or discriminatory content in such messages may result in disciplinary action.

4932.00 MOBILE DEVICES

Mobile devices, including but not limited to; cellular telephones, smartphones, or laptop/tablet computers, are important tools for the District. However, mobile devices also represent a significant risk to data security as, if the appropriate security applications and procedures are not applied, they can be a channel for unauthorized access to the District's data and Information Technology infrastructure. This can subsequently lead to data leakage and system infection. The District has a requirement to protect its information assets in order to safeguard its customers, property and reputation. This policy outlines a set of practices and requirements for the safe use of mobile devices and applications.

4932.01 Issuance of District Mobile Devices

District mobile devices will be issued to District employees as determined by the General Manager or his/her designee to facilitate the conduct of District business. Employees that are issued District mobile devices are responsible for care of the device and keeping it secure from theft or loss. Loss of, or damage to, a District mobile device shall be reported immediately to the General Manager or his/her designee. Employees may be liable for reimbursement for equipment issued to them that is lost or damaged. Issued equipment shall remain the sole property of the District and shall be subject to inspection and/or monitoring (including related records, phone logs, text messages, and internet usage logs) at any time. Employees in possession of District equipment are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the equipment for return or inspection. Employees unable to present the device in good working condition within the time period requested (for example, 24 hours) may be expected to bear the cost of a replacement.

Exempt employees, including Department Managers and Supervisors, may have the opportunity to use their personal devices for work purposes when authorized by the employee and the District. If the exempt employee choses to use his/her District sanctioned personal cellular telephone he/she will receive a stipend amount as listed in District Policy 4101.A2 Other Compensation.

4932.02 Use of District Mobile Devices

The use of District mobile devices is intended for official District business. While it is understood that the use of District mobile devices for personal reasons is necessary on occasion, this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Personal use of a District mobile devices that interferes with an employee's work performance or otherwise violates District policy may result in disciplinary action. Personal toll/long-distance calls or personal use of other services that result in additional charges shall be reported to the General Manager or his or her designee in writing. Personal use charges shall be reimbursed to the District by the employee that incurred the charges within 20 calendar days of presentation of the receipt that contains the personal use charges.

4932.03 <u>Mobile Device Usage While Driving or Operating Equipment</u>

The use of mobile devices, both those issued by the District and personal mobile devices, while driving or operating motorized equipment on District business and/or District time is considered a dangerous distraction and is prohibited. Calls may be answered by passengers; and if a discussion is necessitated between the driver and caller, the driver must pull over to a safe area off the road to take part in the discussion. If driving alone, the driver may pull over to a safe area off the road to respond to the call or message. Under no circumstances may a driver initiate a cellular phone call while driving a vehicle or operating motorized equipment during the course of business or on District time. An exception may be made if the driver has or vehicle is equipped with a Bluetooth or hands free device.

4932.04 Privacy Not Guaranteed

The District reserves the right to access an employee's cellular telephone voice mail (outgoing and incoming) messages at any time. Therefore, an employee's outgoing voice mail message must not indicate to the caller that his/her incoming message will be confidential or private. The existence of a password on the cellular telephone voice mail system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's General Manager and other District employees as designated by the General Manager. Failure to notify the General Manager, or designee of passwords or password changes may result in disciplinary action.

4932.05 Message Access

Messages on the voice mail and e-mail systems are to be accessed by the intended recipient and by others at the direct request of the intended recipient. However, the District reserves the right to access any and all cellular telephone voice messages at any time. Any attempt to block District access to messages may result in disciplinary action.

4932.06 Personal Cellular and/or Wireless Devices

Excessive use of cellular/wireless devices during the work day, regardless of the phone or device used can interfere with employee productivity and be distracting to others. During paid work time, employees are expected to exercise the same discretion in using personal cellular/wireless devices as is expected for the use of any District telephone or computer. Cellular phones may not be used at any work site where the operation of the phone is or may be a distraction to the public or other employees.

4940.00 REASONABLE SUSPICION ALCOHOL AND DRUG TESTING PROCEDURES

It is the policy of the District to establish and maintain a safe and healthy workplace for all District employees that is free of any adverse effects on job performance caused in any way by the use or presence of drugs or alcohol. Additionally, this policy is intended to inform employees that assistance toward rehabilitation is available if an employee needs help in overcoming addiction to, dependence upon, or problems related to the abuse of drugs or alcohol.

Involvement with drugs and alcohol, both on and off the job, takes a toll on individual job performance and employee safety. Impacts of substance abuse include higher health benefits usage and workers' compensation claims, increased safety and liability risks, and diminished productivity and quality of work. The District's goal is to prevent or reduce these and other negative effects associated with substance abuse. This policy will serve to establish prohibitions against conducting District business or representing the District while under the influence of drugs or alcohol. Violation of this policy may result in disciplinary action up to and including termination.

Definitions

- Alcohol means any alcohol or alcoholic beverage as defined in the California Business and Professions Code Sections 23003 and 23004.
- Controlled Substance means alcohol, an illegal drug (under either California or federal law) or a drug which is defined as a controlled substance under federal law, such as cannabis, or an immediate precursor thereto. Pursuant to Government Code section 12954, the District will not subject an employee to an adverse employment action based on a District-required drug screening test that has found the person to have non-psychoactive cannabis metabolites in their system, unless the employee is in the building and construction trades or the employee was hired for a position that requires a federal government background investigation or security clearance in accordance with state or federal regulations (such as job classifications recognized by the Department of Transportation (DOT)).
- Conviction means a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal and state criminal statutes.
- Drug means any drug, including, but not limited to, an illegal drug, a controlled substance or a prescription or over-the-counter drug (legal drug) which is listed in any schedule in Sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code.
 - -Illegal drug means any drug or immediate precursor which is specified or

referenced in any provision of the California Uniform Controlled Substance Act (Division 10 of the Health and Safety Code) which may subject an individual to criminal penalties, or a legal drug which has not been obtained legally, is being used by an individual for whom it was not prescribed, or is not being used in a manner, combination, or quantity for which it was manufactured, prescribed, or intended.

- -Legal drug means any over-the-counter or prescription drug which has been obtained legally and is being used in a manner, combination, and quantity for which it was manufactured, prescribed, or intended.
- Drug-Free Workplace means a site for the performance of work in which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- District Business means duties that are performed by an employee for the District, whether on or off District premises, including, but not limited to, events at which an employee represents the District in his/her official capacity and occasions when an employee uses property such as a vehicle owned by the District.
- Substance Abuse means the improper use of controlled substances or any other substance (including legal drugs) that impairs an employee's ability to safely and effectively perform the functions of a particular job.
- Under the Influence means an employee has a measurable amount of a controlled substance in his/her body or is exhibiting negative symptoms of use of a controlled substance or legal drug.

It is the policy of the District that:

- An employee performing District business shall not be under the influence of a controlled substance, or under the influence of a legal drug which interferes with the employee's ability to safely and effectively perform his/her duties.
- An employee's job performance or safety shall not be jeopardized in any way because another employee is conducting District business under the influence of a controlled substance.
- An employee shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- An employee shall not possess or consume an open container of alcohol or an illegal drug on District premises.
- An employee shall not allow an open container of alcohol or an illegal drug to be placed or carried in an District vehicle or in any vehicle over which an employee has control while conducting District business.
- An employee shall not sell, offer, or provide an illegal drug to another person while conducting District business.
- District prohibits the consumption of alcohol by employees while conducting District business, whether or not such consumption will cause the employee to be considered under the influence of alcohol. Employees representing

District at social events or industry events are not prohibited from limited appropriate consumption of alcohol at those events.

- An employee shall not test positive for a controlled substance. Pursuant to Government Code section 12954, the District will not subject an employee to an adverse employment action based on a District-required drug screening test that has found the person to have nonpsychoactive cannabis metabolites in their system, unless the employee is in the building and construction trades or the employee was hired for a position that requires a federal government background investigation or security clearance in accordance with federal regulations.
- A. Application. This section applies to all District employees. Any District employees who fall within mandatory random testing requirements of the Department of Transportation regulations will also be subject to random testing as required by law and other District Policy.
- B. Notice. All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion and/or post-accident testing while on duty.
- C. Reasonable Suspicion Testing.
 - 1. A reasonable suspicion test must be based upon specific, contemporaneous, articulated observations concerning the appearance, behavior, speech, or body odors of the employee, or in the event an accident occurs while an employee is driving a District vehicle, where there is reasonable suspicion that the driver of the vehicle may be under the influence of alcohol or other drugs. The observations must be made immediately prior to the determination that reasonable suspicion testing is warranted.
 - 2. The observations must be made by a supervisor and/or District employee who has received at least one hour training in identifying indicators of probable alcohol misuse plus at least one hour training in identifying indicators of probable controlled substance use.
 - 3. Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during, or just after the employee's performance of job-related duties.
 - 4. Employees for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.
 - 5. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two hours following the reasonable suspicion determination, the employer shall prepare and maintain on file a statement of the reasons the test was not promptly administered. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.
 - 6. A written record of the reasonable suspicion observations, dated and signed by all employees making the observations, must be made within 24 hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the employee when the results of the test are released.
 - 7. The supervisor and/or District employee who are making the reasonable suspicion observations shall not conduct the test or participate in the

- collection or chain of custody of any specimen for testing.
- 8. Testing shall occur at a testing facility or laboratory that is Department of Health and Human Services certified and comply with all laboratory analysis procedures and quality control measures set forth in the regulations applicable to DOT random testing. See 49 C.F.R., part 40.

D. Miscellaneous.

- 1. A refusal to test shall be deemed a positive test. "Refusal" includes but is not limited to
 - Refusal to provide a urine sample
 - Inability to provide a urine sample without a valid medical explanation
 - Refusal to complete and sign the testing consent form or otherwise act to interfere with the testing or prevent completion of the test
 - Tampering with or attempting to adulterate the collection specimen or procedure
 - Leaving the scene of an accident without obtaining permission from a supervisor, manager, or department director prior to the supervisor, manager, or department director making a determination whether to send the employee for post-accident testing.
- 2. Employees will not be docked pay nor will their leave be charged for time required to take the tests specified in this article. The employer will pay for the initial test. In the case of post-accident testing, the employee will be compensated at the appropriate rate of pay for the length of time required to complete the testing process.
- 3. The employee shall pay for all confirmatory testing of a split sample. In the event that the confirmatory test is negative, the employee will be reimbursed the cost of the test. The employee has the following options for payment for this test: 1) Remit payment to the District, or 2) Request a payroll deduction.
- 4. The District will treat all test results as confidential medical records and recognize that these records may need to be released in the course of legal proceedings.

4950.00 WORKPLACE VIOLENCE PREVENTION

It is the policy of Citrus Heights Water District to achieve the greatest practical degree of preparedness and freedom from workplace violence and to ensure that every employee is provided safe working conditions, free from recognized hazards. To this end, the District shall institute and maintain a Workplace Violence Prevention Plan (WVPP), which shall be reviewed annually, updated as necessary, and employees will receive periodic training.

ATTACHMENT 4001.A1 <u>MANAGER/SUPERVISOR EMPLOYMENT AGREEMENT NEW HIRE</u>

CITRUS HEIGHTS WATER DISTRICT

MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT FOR [JOB TITLE]

This Employment Agreement effective , 20 pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency ("the DISTRICT"), and

, an individual ("EMPLOYEE"), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.
- 2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

3. DUTIES AND RESPONSIBILITES.

- (a) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.
- **(b)** Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.
- (c) Job Position. EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].
- (d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.
- (e) Other Activities. EMPLOYEE will participate in regional, community and professional

activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

- **(f) Performance Evaluation.** The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.
- (i) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.
- **(g)** Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.
- 4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.
- (a) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. EMPLOYEE may receive salary

merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; or by (4) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

- **(b)** Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.
- **(c) Benefits.** EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.
- (d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.
- **Expenses.** EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his/her expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.
- (e) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.
- **5. CONCLUSION OF EMPLOYMENT.** This Employment Agreement may be concluded in any one of the following ways:
- (a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.
- (b) By the General Manager for "Cause." The General Manager may terminate

EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

- **(c) By Mutual Agreement.** At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.
- (d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.
- (e) Obligations at the Conclusion of Employment.

The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

- (i) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer- generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.
- (ii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
- (iii) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.
- **(f) Severance Pay.** In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the

duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

- 6. **INDEMNIFICATION.** The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.
- 7. **AMENDMENTS.** This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. EXHIBITS. The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A: Job Description for [JOB TITLE]
Exhibit B: Regular Salary Compensation

Exhibit C: Comprehensive General Release and Severance Agreement

- **9. ENTIRE AGREEMENT.** This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.
- 10. NOTICES. Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:	
6230 Sylvan Road Citrus Heights, Californi	a 95610-5615 Fax: (916) 725-0345
EMPLOYEE's Notice Address:	

- 11. WAIVER. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.
- 12. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.
- 13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.
- 14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.
- 15. SEVERABILITY. If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.
- **16. POTENTIAL LITIGATION.** The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.
- 17. GOVERNING LAW. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of

Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

- 18. ACKNOWLEDGMENT. EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.
- **19. EXECUTION.** The parties have duly executed this Employment Agreement as of the last date written in the signature block below.

By: General Manager	Date
EMPLOYEE	
By: Date	

CITRUS HEIGHTS WATER DISTRICT

CITRUS HEIGHTS WATER DISTRICT MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT EXHIBIT A JOB DESCRIPTION FOR [JOB TITLE]

CITRUS HEIGHTS WATER DISTRICT MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT B

REGULAR SALARY COMPENSATION FOR [JOB TITLE]

Sala	ry:				
\$	per hour				
\$	bi-weekly				
\$	monthly				
\$	per year				
bi-w	Regular Salary Range for this position eekly maximum of \$, (\$ per hedule4101.A1.		• –	_ `	per hour) to a
Effe	ctive Date for Regular Salary Compen	sation:	, 20		
	Payroll Authorization:				
	By:			Date	
	Gen	neral Manager/	Secretary		

CITRUS HEIGHTS WATER DISTRICT MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT C

GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful

termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

CITRUS HEIGHTS WATER DISTRICT

DIRECTOR OF EMPLOYMENT AGREEMENT FOR [JOB TITLE]

This Employment Agreement effective , 20 pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency ("the DISTRICT"), and

, an individual ("EMPLOYEE"), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.
- 2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

3. DUTIES AND RESPONSIBILITES.

- (a) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.
- **(b) Accountability.** EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.
- (c) Job Position. EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].
- **(d) Work Hours.** EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties

of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

(e) Other Activities. EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

- **(f) Performance Evaluation.** The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.
 - (i) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.

- (g) Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.
- 4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.
- (a) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; or by (4) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.
- **(b)** Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.
- **(c) Benefits**. EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.
- (d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.
- **(e) Expenses.** EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable

- (f) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.
- **5. CONCLUSION OF EMPLOYMENT.** This Employment Agreement may be concluded in any one of the following ways:
- (a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.
- (b) By the General Manager for "Cause." The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.
- **(c) By Mutual Agreement.** At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.
- (d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

(e) Obligations at the Conclusion of Employment.

(i) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the

Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

- (ii) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer- generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.
- (iii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
- (iv) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.
- (f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

6. INDEMNIFICATION. The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon,

or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

7. AMENDMENTS. This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. EXHIBITS. The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A: Job Description for [JOB TITLE]
Exhibit B: Regular Salary Compensation

Exhibit C: Comprehensive General Release and Severance Agreement

- **9. ENTIRE AGREEMENT.** This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.
- 10. NOTICES. Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:
6230 Sylvan Road
Citrus Heights, California 95610-5615 Fax: (916) 725-0345

EMPLOYEE's Notice Address:	
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- 11. WAIVER. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.
- 12. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.
- 13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.
- 14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.
- 15. SEVERABILITY. If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.
- **16. POTENTIAL LITIGATION**. The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.
- 17. GOVERNING LAW. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of

Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

- **18. ACKNOWLEDGMENT.** EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.
- **19. EXECUTION.** The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

CITRUS HEIGHTS WATER DISTRICT	
By: Date	
General Manager/Secretary	
EMPLOYEE	
By: Date	
Dy. Date	

CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF _EMPLOYMENT AGREEMENT

EXHIBIT A

JOB DESCRIPTION FOR [JOB TITLE]

CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF _EMPLOYMENT AGREEMENT

EXHIBIT B

REGULAR SALARY COMPENSATION FOR [JOB TITLE]

Sala	y:
\$	per hour
\$	bi-weekly
\$	monthly
\$	per year
hour	Regular Salary Range for this position is from a bi-weekly base of \$, (\$ per to a bi-weekly maximum of \$, (\$ per hour) pursuant to the District's Salary dule4101.A1.
Effe	tive Date for Regular Salary Compensation: , 20
	Payroll Authorization: By:
	General Manager/Secretary
	Date

CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF EMPLOYMENT AGREEMENT

EXHIBIT C

GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful

termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

CITRUS HEIGHTS WATER DISTRICT

DIRECTOR OF/EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT FOR [JOB TITLE]

This Employment Agreement effective , 20 pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency ("the DISTRICT"), and

, an individual ("EMPLOYEE"), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.
- 2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

3. DUTIES AND RESPONSIBILITES.

- (a) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.
- (b) Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

- (c) Job Position. EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].
- (d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.
- (e) Other Activities. EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

- (f) Performance Evaluation. The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation
- (g) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified

period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.

- (h) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.
- (i) Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.
- 4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.
- (a) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; or by (4) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.
- (b) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.
- (c) Benefits. EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

- (d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.
- (e) Expenses. EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.
- (f) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.
- 5. CONCLUSION OF EMPLOYMENT. This Employment Agreement may be concluded in any one of the following ways:
- (a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.
- (b) By the General Manager for "Cause." The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.
- (c) By Mutual Agreement. At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.
- (d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.
- (e) Obligations at the Conclusion of Employment.

(f) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment

Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

- (g) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer- generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.
- (h) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
- (i) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.
- (j) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

6. INDEMNIFICATION. The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and

responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such

claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

7. AMENDMENTS. This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. EXHIBITS. The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A: Job Description for [JOB TITLE]
Exhibit B: Regular Salary Compensation

Exhibit C: Comprehensive General Release and Severance Agreement

- 9. ENTIRE AGREEMENT. This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.
- 10. NOTICES. Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:

6230 Sylvan Road

EMPLOYEE's Notice Address:

- 11. WAIVER. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.
- 12. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.
- 13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.
- 14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.
- 15. SEVERABILITY. If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.
- 16. POTENTIAL LITIGATION. The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.
- 17. GOVERNING LAW. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.
- 18. ATTORNEY'S FEES. If any legal action or proceeding is brought to enforce or interpret this Employment Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.
- 19. ACKNOWLEDGMENT. EMPLOYEE acknowledges that he/she has had the opportunity

to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.

20. EXECUTION. The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

CITRUS HEIGHTS WA	TER DISTRIC	CT	
Pyr. Data			
By: Date General Manage	m/Camatami		
EMPLOYEE			
By: Date			

CITRUS HEIGHTS WATER DISTRICT EXECUTIVE/MANAGER/SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT A

JOB DESCRIPTION FOR [JOB TITLE]

CITRUS HEIGHTS WATER DISTRICT

EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT B

REGULAR SALARY COMPENSATION FOR [JOB TITLE]

Salar	y:
\$	per hour
\$ \$	bi-weekly monthly
\$	per year
hour)	Regular Salary Range for this position is from a bi-weekly base of \$, (\$
Effec	tive Date for Regular Salary Compensation: , 20
Payro	oll Authorization:
CITR	US HEIGHTS WATER DISTRICT
	D. D.
	By: Date General Manager/Secretary

CITRUS HEIGHTS WATER DISTRICT

EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT C GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or

complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

ARTICLE I

GENERAL PROVISIONS

Section 1. Statement of Purpose:

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with an Exclusively Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units that are not preempted by federal or state law. However, nothing herein will restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other lawful reasons; determine the content of job classifications; subcontract work and transfer work out of a bargaining unit; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; determine the time and hours of operation of District services; approve policies, goals and objectives; determine staffing patterns and the number and kinds of personnel required; build, move or modify facilities; determine the methods of raising revenue; take action on any matter in the event of an emergency; and exercise complete control and discretion over its organization and the technology of performing its work; and the exercise of the foregoing powers, rights, authorities, duties, and responsibilities of the District and its adoption of reasonable policies, rules, regulations and practices in furtherance thereof shall not be limited, except to the extent required by law or applicable agreement to which the District is a party.

Section 2. Definitions:

Unless the contrary is stated or clearly appears from the context, the definitions set forth below will govern the construction of the words and phrases used in this Resolution:

- (a) "Appropriate unit" means a unit of full-time employee classes or positions, established pursuant to Article II, below.
- (b) "District" means the Citrus Heights Water District, and, where appropriate, refers to the District Board or any duly authorized District representative as herein defined.
- (c) "Confidential Employee" means an employee who, in the course of his or her duties, has access to confidential information relating to the District's administration of employer-employee relations.
- (d) "Consult/Consultation in Good Faith" means to communicate orally or in writing with any or all employee organizations, whether exclusively recognized or not, for the purpose of presenting and obtaining views or advising of intended actions; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposal with an exclusively recognized employee

organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to Article IV, below.

- (e) "Day" means calendar day unless expressly stated otherwise.
- (f) "Employee Relations Officer" means the General Manager, or designee.
- (g) "Impasse" means that the representatives of the District and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
- (h) "Management Employee" means an employee having responsibility for formulating, administrating or managing the implementation of District policies and programs.
- (i) "Proof of Employee Support" means (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee is not proof of employee support for any employee organization. The only authorization, which is considered as proof of employee support hereunder is the authorization last signed by an employee. The words "recently signed" means within ninety (90) days before filing a petition.
- (j) "Exclusively Recognized Employee Organization" means an employee organization which is formally acknowledged by the District as the sole employee organization representing the employees in an appropriate representation unit pursuant to Article II, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.
- (k) "Supervisory Employee" means any employee having authority, in the interest of the District, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not merely routine or clerical, but requires the use of independent judgment.

ARTICLE II

REPRESENTATION PROCEEDINGS

Section 3. Filing of Recognition Petition by Employee Organization:

An employee organization, which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing the employees in an appropriate unit, must file a petition with the Employee Relations Officer containing the following information and documentation:

- (a) Name and address of the employee organization.
- (b) Names and titles of its officers.
- (c) Names of employee organization representatives who are authorized to speak on behalf of the organization.

- (d) A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the District.
- (e) A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.
 - (f) Certified copies of the employee organization's constitution and bylaws.
- (g) A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
- (h) A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, metal or physical disability or medical condition.
- (i) The job classifications or position titles or employees in the unit claimed to be appropriate and the approximate number of member employees therein.
- (j) A statement that the employee organization has in its possession proof of employee support, as herein defined, to establish that a majority of the employees in the unit claimed to be appropriately designated by the employee organization to represent them in their employment relations with the District. Such written proof must be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.
- (k) A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including the proof of employee support and all accompanying documentation, must be declared to be true, correct and complete under penalty of perjury under the laws of the state of California, by the duly authorized officer(s) of the employee organization executing it.

Section 4. District Response to Recognition Petition:

Upon receipt of the Petition, the Employee Relations Officer must determine whether:

- (a) There was compliance with the requirements of the Recognition Petition, and
- (b) The proposed representation unit is an appropriate unit in accordance with Sec. 8 of this Article II.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she must so inform the petitioning employee organization, give written notice of such request for recognition to the employees in the unit and take no action on said request for thirty (30) days thereafter. If any of the foregoing matters are not affirmatively determined, the Employee Relations Officer will offer to consult thereon with such petitioning employee organization and, if such determination thereafter remains unchanged, must provide written notice to the organization regarding the reasons the determination is unchanged. The petitioning employee organization may appeal such determination in accordance with Sec. 10 of this Resolution.

Section 5. Open Period for Filing Challenging Petition:

Within thirty (30) days after the date written notice was given to affected employees that a valid recognition petition for an appropriate unit was filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognition petition being organization of the employees in the same unit by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Sec. 3 of this Article II. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer must call for a hearing on such overlapping petition for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations organization(s) will be heard. Thereafter, the Employee Relations Officer will determine the appropriate unit or units in accordance with the standards in Sec. 8 of this Article II. The petitioning employee organizations have (has) fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Sec. 10 of this Article II.

Section 6. Election Procedure:

The Employee Relations Officer must arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s) in accordance with the provisions of this Resolution or as otherwise required by law. All employee organizations who have duly submitted petitions, determined to be in conformance with this Article II, must be included on the ballot. The ballot must also reserve to employees the choice of representing themselves individually in their employment relations with the District. Employees entitled to vote in such election are those persons employed in regular permanent positions within the designated appropriate unit who were employed during the pay period immediately before the date ending at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the District in the same unit on the date of the election. An employee organization must be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election must be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There cannot be more than one valid election under this Resolution pursuant to any petition in a twelve (12) month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct (an) election, the election will be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections will be borne in equal shares by the District and by each employee organization appearing on the ballot.

Section 7. Procedure for Decertification of Exclusively Recognized Employee Organization:

A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days before the termination date of a Memorandum of Understanding which was in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and must contain the following information and documentation declared by the duly authorized signatory under penalty of perjury under the laws of the

state of California to be true, correct and complete:

- (a) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- (b) The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
- (c) An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
- (d) Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof must be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation and information required under paragraph (c) of this Section 7, and otherwise conforms to the requirements of Section 3 of this Article.

The Employee Relations Officer must initially determine whether the Petition was filed in compliance with the applicable provisions of this Article II. If the Employee Relations Officer determines that the Petition is not in compliance, he/she must offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, must return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Sec. 10 of this Article II. If the Employee Relations Officer determines that the Petition does comply, or if a previous determination of noncompliance is reversed on appeal, he/she must give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer must thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election must be conducted in conformance with Sec. 6 of this Article II.

During the "open period" specified in the first paragraph of this Sec. 7, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the recognized organization and all unit employees that he/she will arrange for an election to determine that issue. In such event, any other employee organization may, within fifteen (15) days of such notice, file a Recognition Petition in accordance with this Sec. 7, which the Employee Relations Officer must act on in accordance with this Sec. 7.

If, pursuant to this Sec. 7, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization will be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

The policy objectives in determining the appropriateness of units will be the effect of a proposed unit on (1) the efficient operations of the District and its compatibility with the primary responsibility of the District and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit be the broadest feasible grouping of position(s) that shares share an identifiable community of interest. Factors to be considered are:

- (a) Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
- (b) History of representation in the District and similar employment; except, however, that no unit is deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
 - (c) Consistency with the organizational patterns of the District.
- (d) Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classification and proliferation of units.
- (e) Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classification among two or more units.

Managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization, which represents other employees.

Based on these criteria and on the classifications and positions in existence as of the adoption of this resolution, appropriate units are established as set forth in Exhibit A. In the future, the Employee Relations Officer must, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this selection. The decision of the Employee Relations Officer is the District's final decision.

Section 9. Procedure for Modification of Established Appropriate Units:

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Sec. 7 of this Article II. Such requests must be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Sec. 3 of this Article, contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Sec. 8 hereof. The Employee Relations Officer must process such petitions as other Recognition Petitions under this Article II.

The Employee Relations Officer may on his/her own motion propose during the period specified in Sec. 7 in this Article that an established unit be modified. The Employee Relations Officer may at the request of any employee or group of employees, or by his/her own motion propose that an established unit be modified. The Employee Relations Officer must give written notice of the proposed modification(s) to any affected employee organization and hold a meeting concerning the proposed modification(s), at which time all affected employee organizations will be heard. Thereafter the Employee Relations Officer must determine the composition of the appropriate unit or units in accordance with Sec. 8 of this Article II, and give written notice of such determination to the affected

employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section 10 of this Article. If a unit is modified pursuant to the motion of the Employee Relations Officer, employee organizations may then file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units (unit(s)) pursuant to Sec. 3.

Section 10. Appeals:

An employee organization aggrieved by an appropriate unit determination under Sec. 9 of this Article may, within (10) days of receiving the Employee Relations Officer's notice, request the intervention of the California State Mediation and Conciliation Service pursuant to Government Code Sections 3507.1 and 3507.3, or may, in lieu thereof or thereafter appeal such determination to the District Board for final decision within fifteen (15) days of notice of the Employee Relations Officer's determination or the termination of proceedings pursuant to Government Code Sections 3507.1 and 3507.3, whichever is later.

An employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Sec. 3); Challenging Petition (Sec. 5) or Decertification Petition (Sec. 7) – or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (Sec. 7) – has not been filed in compliance with the applicable provisions of this Article may, within fifteen (15) days of notice of such determination, appeal the determination to the District Board for final decision.

Appeals to the District Board must be filed in writing with the District Clerk, and a copy thereof served on the Employee Relations Officer. The District Board will commence to consider the matter within thirty (30) days of the filing of the appeal. The District Board may, in its discretion, refer the dispute to a third party hearing process. Any decision of the District Board on the use of such procedure, and/or any decision of the District Board determining the substance of the dispute is the District's final decision.

ARTICLE III

ADMINISTRATION

Section 11. Submission of Current Information by Recognized Employee Organizations:

All changes in the information filed with the District by an Exclusively Recognized Employee Organization under items (a) through (h) of its Recognized Petition under Sec. 3 of this Resolution must be submitted in writing to the Employee Relations Officer within fourteen (14) days of such change.

Section 12. Payroll Deductions On Behalf of Employee Organizations:

Upon formal acknowledgement by the District of an Exclusively Recognized Employee Organization under this Resolution, only that Recognized Employee Organization may receive payroll deductions of membership dues and insurance premiums for plans sponsored by that Organization, and only upon the Exclusively Recognized Employee Organization's written representation of having received written authorization for such deductions.

Section 13. Employee Organization Activities – Use of District Resources:

Access to District work locations and the use of District paid time, facilities, equipment and other resources by employee organizations and those representing them are authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures, (;) are limited to lawful activities consistent with the provisions of this Resolution that pertain directly to the employer-employee

relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections, (;) and must not interfere with the efficiency, safety and security of District operations.

Section 14. Administrative Rules and Procedures:

The General Manager is authorized to promulgate administrative policies and procedures as needed to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

Section 15. Reasonable Time Off to Meet and Confer:

The formally recognized employee organization may select not more than three employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two working days in advance of such meetings. In addition,

- No employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, department head or other authorized District management official.
- Meetings are subject to scheduling by District management in a manner consistent with operating needs and work schedules. However, nothing limits or restricts District management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances.

Section 16. Memorandum of Understanding:

- (a) In order to promote transparency in the bargaining process, the following procedures shall govern the conduct of negotiations:
 - 1. As part of the meet and confer process, the initial proposal containing all proposed terms for a new or successor MOU with sufficient specificity to support a fiscal impact analysis, shall be exchanged by the Exclusively Recognized Employee Organization and the District and shall be considered a public record and made available for public review with an accompanying District analysis of fiscal impact for each proposal;
 - 2. After the initial proposals are exchanged and made public, negotiations shall continue behind closed doors, unless otherwise agreed to by the parties through written ground-rules waiving this requirement;
 - 3. When the meet and confer process is concluded between the District representatives and an Exclusively Recognized Employee Organization, all matters agreed upon shall be incorporated in a written memorandum of understanding signed by the Employee Relations Officer and authorized representatives of the Exclusively Recognized Employee Organization, which together with the District's written fiscal analysis of the proposed memorandum of understanding, shall be available for public review for a minimum of two weeks prior to the District Board meeting taking action at an open public meeting;

(b) A memorandum of understanding is subject to District Board approval and, should the Board refuse approval of a memorandum of understanding, the parties shall resume good faith negotiations toward agreement.

ARTICLE IV

IMPASSE PROCEDURES:

Section 16. Initiation of Impasse Procedures:

If the meet and confer process has reached impasse as defined in Sec. 2 of this Resolution, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its positions on all issues. An impasse meeting must then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting will be:

- (a) To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
- (b) If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

Section 17. Impasse Procedures:

- A. <u>Initiation of Impasse Procedures</u>. At any time during negotiations, upon a good faith belief that the parties have reached an impasse as defined in this Resolution, either party may declare impasse by submitting a written statement listing all relevant issues and that party's last, best and final positions on each issue. As soon as practicable following receipt of the written declaration of impasse, the Employee Relations Officer shall schedule an impasse meeting to proceed within seven (7) days of receipt of the declaration of impasse. The purpose of such meeting shall be:
 - To determine whether an impasse has, in fact, occurred;
 - To review the position of the parties in a final effort to reach agreement; and
 - If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

If the impasse meeting is not held within fourteen (14) days of the Employee Relations Officer's initially scheduled meeting or if the parties fail to agree on an available impasse resolution procedure, the presumption shall be that no voluntary mediation will occur and the matter will proceed to factfinding or implementation hearing, as appropriate in accordance with California Public Employment Relations Board (PERB) regulations.

B. Impasse Procedures. Impasse procedures are as follows:

(i) <u>Voluntary Mediation</u>. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private and nonbinding, unless otherwise specifically and mutually agreed to in writing. The mediator shall make no public recommendation nor take any public position at any time concerning the issues.

(ii). Factfinding. If the mediator is unable to effect settlement of the controversy within thirty (30) days after his or her appointment, the Exclusively Recognized Employee Organization may request that the parties' differences be submitted to a factfinding panel. The request for factfinding may be submitted no later than forty-five (45) days after the appointment of the mediator or request for mediation. If factfinding is timely requested, each party must select a person to serve on the factfinding panel within five (5) days. Within that five (5) day period the parties may agree on the selection of a person to chair the factfinding panel or be subject to PERB's selection of the chairperson. If the dispute is not settled within thirty (30) days after the appointment of the factfinding panel, the panel will make findings of fact and recommended terms of settlement, which shall be advisory only. The fact-finding panel shall limit its findings and recommendation to issues that fall within the mandatory subjects of bargaining unless the parties mutually agree in writing to submit other issues to the panel. The District shall make the findings publicly available within ten (10) days of receipt.

Upon completion of voluntary mediation, factfinding (including the ten (10) day period after the issuance of any factfinding recommendations), or upon failure to timely request factfinding, the District will schedule an open implementation hearing before the District's Board. The Board may take such action as it, in its discretion, deems appropriate as in the public interest. Any legislative action by the District Board on the impasse shall be final and binding.

C. <u>Costs of Impasse Procedures</u>. The costs for the services of a mediator utilized by the parties, and other mutually incurred costs of mediation, shall be borne equally by the District and the Exclusively Recognized Employee Organization. Other separately incurred costs shall be borne by the party incurring the costs.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 18. Construction:

This resolution will be administered and construed as follows:

- (a) Nothing in this Resolution may be construed to deny to any person, employee, organization, the District, or any authorized officer, body or other representative of the District, the rights, powers and authority granted by federal or state law.
 - (b) This Resolution must be interpreted so as to carry out its purpose as set forth in Article I.
- (c) If any part of this resolution or its application is deemed invalid by a court of competent jurisdiction, the District Board intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.
- (d) Any proposed amendments to this Policy are excluded from the scope of meeting and conferring but are subject to consultation with Exclusively Recognized Employee Organizations pursuant to Government Code Section 3507.

Attachment 4101.A1 SALARY SCHEDULE PROPOSED- EFFECTIVE JANUARY 1, 2024

JOB TITLE / JOB CLASS	2024 Base Hourly	2024 Base Monthly	2024 Maximum Hourly	2024 Maximum Monthly
<u>Organizational Leadership</u>			***	
General Manager (E)	\$94.85	\$16,440.67	\$128.05	\$22,195.33
Assistant General Manager (E)	\$79.42	\$13,766.13	\$107.24	\$18,588.27
Accounting Series Director of Finance and Administrative				
Services/Director of Administrative Services (E)	\$72.21	\$12,516.40	\$97.49	\$16,898.27
Accounting Manager (E)	\$58.19	\$10,086.27	\$78.55	\$13,615.33
Principal Accountant (E)	\$52.90	\$9,169.33	\$71.41	\$12,377.73
Senior Accountant (E)	\$45.27	\$7,846.80	\$61.10	\$10,590.67
Accountant	\$41.15	\$7,132.67	\$55.55	\$9,628.67
Customer Service Series				
Senior Customer Services Specialist	\$39.34	\$6,818.93	\$53.14	\$9,210.93
Customer Service Specialist	\$35.56	\$6,163.73	\$48.03	\$8,325.20
Customer Service Technician	\$29.40	\$5,096.00	\$39.69	\$6,879.60
Engineering Technical Series				
Project Manager (E)	\$61.20	\$10,608.00	\$82.64	\$14,324.27
Engineering Supervisor/Principal GIS Specialist (E)	\$47.67	\$8,262.80	\$64.35	\$11,154.00
Engineering/GIS Specialist	\$41.45	\$7,184.67	\$55.98	\$9,703.20
Engineering/GIS Technician	\$37.67	\$6,529.47	\$50.87	\$8,817.47
Engineering Aide	\$32.76	\$5,678.40	\$44.26	\$7,671.73
Construction Inspection Series				
Construction Inspection Supervisor/Principal Construction	646 27	¢0 027 47	¢(2.50	¢10 040 02
Inspector (E)	\$46.37	\$8,037.47	\$62.59	\$10,848.93
Senior Construction Inspector	\$40.31	\$6,987.07	\$54.43	\$9,434.53
Construction Inspector	\$36.66	\$6,354.40	\$49.49	\$8,578.27
Engineering Series	Φ 5 0.40	Φ12. T .c.c.12	0107.04	Φ10. 5 00. 55
Director of Engineering /District Engineer (E)	\$79.42	\$13,766.13	\$107.24	\$18,588.27
Principal Civil Engineer (E)	\$72.21	\$12,516.40	\$97.49	\$16,898.27
Senior Civil Engineer (E)	\$65.66	\$11,381.07	\$88.62	\$15,360.80
Associate Civil Engineer (E)	\$59.68	\$10,344.53	\$80.57	\$13,965.47
Assistant Civil Engineer	\$51.90	\$8,996.00	\$70.08	\$12,147.20
Assistant Engineer	\$41.45	\$7,184.67	\$56.04	\$9,713.60
Information Technology (IT) Series				
Information Technology Manager (E)	\$56.63	\$9,815.87	\$76.43	\$13,247.87
Principal Information Technology Analyst (E)	\$51.48	\$8,923.20	\$69.49	\$12,044.93
Senior Information Technology Analyst	\$46.79	\$8,110.27	\$63.18	\$10,951.20

JOB TITLE / JOB CLASS	2024 Base Hourly	2024 Base Monthly	2024 Maximum Hourly	2024 Maximum Monthly
Information Technology Analyst	\$42.55	\$7,375.33	\$57.57	\$9,978.80
Information Technology Technician	\$35.46	\$6,146.40	\$47.87	\$8,297.47
Management Services (MS) Series				
Administrative Services Manager/Chief Board Clerk (E)	\$58.87	\$10,204.13	\$79.50	\$13,780.00
Principal Management Analyst (E)	\$53.52	\$9,276.80	\$72.27	\$12,526.80
Senior Management Analyst (E)	\$46.54	\$8,066.93	\$62.84	\$10,892.27
Management Analyst	\$42.30	\$7,332.00	\$57.13	\$9,902.53
Management Technician	\$38.47	\$6,668.13	\$51.93	\$9,001.20
Public Affairs Series				
Director of Public Affairs (E)	\$72.21	\$12,516.40	\$97.49	\$16,898.27
Principal Public Affairs Analyst (E)	\$53.52	\$9,276.80	\$72.27	\$12,526.80
Senior Public Affairs Analyst (E)	\$46.54	\$8,066.93	\$62.84	\$10,892.27
Public Affairs Analyst	\$42.30	\$7,332.00	\$57.13	\$9,902.53
Public Affairs Technician	\$38.47	\$6,668.13	\$51.93	\$9,001.20
Water Distribution Series				
Director of Operations (E)	\$72.21	\$12,516.40	\$97.49	\$16,898.27
Water Distribution Supervisor (E)	\$54.77	\$9,493.47	\$73.94	\$12,816.27
Assistant Water Distribution Supervisor	\$46.82	\$8,115.47	\$63.21	\$10,956.40
Water Distribution Lead Worker/Operator	\$40.73	\$7,059.87	\$54.97	\$9,528.13
Water Distribution Operator II	\$37.00	\$6,413.33	\$49.97	\$8,661.47
Water Distribution Operator I	\$33.65	\$5,832.67	\$45.43	\$7,874.53
Water Distribution Worker	\$24.29	\$4,210.27	\$32.78	\$5,681.87
Operations Specialist Series				
Principal Operations Specialist (E)	\$54.77	\$9,493.47	\$73.94	\$12,816.27
Senior Operations Specialist	\$49.78	\$8,628.53	\$67.20	\$11,648.00
Operations Specialist	\$42.76	\$7,411.73	\$57.71	\$10,003.07
Operations Technician	\$38.86	\$6,735.73	\$52.47	\$9,094.80
Water Efficiency Series		•		•
Water Efficiency Supervisor (E)	\$42.89	\$7,434.27	\$57.91	\$10,037.73
Senior Water Efficiency Specialist	\$37.31	\$6,467.07	\$50.36	\$8,729.07
Water Efficiency Specialist	\$33.90	\$5,876.00	\$45.78	\$7,935.20
Water Efficiency Technician	\$30.84	\$5,345.60	\$41.61	\$7,212.40
·	,	+ - <i>)</i>	,	, ,
Water Resources Series Water Resources Supervisor/Chief Operator (E)	\$58.16	\$10,081.07	\$78.53	\$13,611.87
Water Resources Specialist	\$38.10 \$41.34	\$7,165.60	\$78.33 \$55.81	\$9,673.73
Water Resources Specialist Water Resources Technician	\$37.58	\$6,513.87	\$50.73	\$8,793.20
	φ31.30	ψυ,515.67	φυ./3	ψυ, 193.20
Miscellaneous Series	¢1.6.20	¢2 021 07	¢20 12	¢1 075 07
Intern	\$16.28	\$2,821.87	\$28.13	\$4,875.87

Attachment 4101.A2 OTHER COMPENSATION ADOPTED DECEMBER 20, 2023

4101.A2.01 Regular Employees

In addition to salary compensation received, FLSA (Fair Labor Standards Act) exempt, who are not department heads (Senior Management), and non-exempt Regular Employees (see Policy 4001) are authorized to receive the following compensation:

Certified California State Water Distribution System Operators (see Policy 4401)

Grade	D1	\$20.00/month
Grade	D2	\$40.00/month
Grade	D3	\$60.00/month
Grade	D4	\$80.00/month
Grade	D5	\$100.00/month

Certified California State Water Treatment Operators (see Policy 4401)

Grade	T1	\$20.00/month
Grade	T2	\$40.00/month
Grade	T3	\$60.00/month
Grade	T4	\$80.00/month
Grade	T5	\$100.00/month

American Water Works Association California-Nevada Section Certifications

Backflow Prevention Assembly Tester \$20.00/month Cross Connection Specialist \$20.00/month

Certified California Water Use Efficiency Practitioner

Grade	1	\$20.00/month
Grade	2	\$40.00/month
Grade	3	\$60.00/month

Standby Duty (see Policy 4120)

Regular Work Days	\$44.00/day
Friday	\$108.00/day
Saturday	\$108.00/day
Sunday	\$108.00/day
District Holiday	\$44.00/day
Paid Furlough Days	\$108.00/day

4101.A2.04 Out-Of-Class Pay

At times, the District needs to temporarily assign an existing employee to perform a more complex level of work or additional work in a higher, equivalent or subordinate position. This need may arise due to a vacancy created by an extended leave, resignation or retirement. In order to qualify for Out-of-Class Pay, an employee must be assigned in writing by the General Manager or General Manager's Designee to perform the duties of another job classification due to a temporary vacancy extending for a period of more than eight (8) consecutive working days, holidays excluded. Assigned employees will be compensated at a five percent (5%) increase of their current hourly rate of pay in recognition of the increased responsibilities and additional workload. This Out-of-Class rate of pay increase is temporary in nature and will remain in effect until the assignment is complete. The maximum duration of the temporary assignment is one year. If the need arises to extend the assignment past one year, written justification must be provided by the General Manager and filed in the employee's personnel file. This written justification must include the completion date of the temporary assignment. This Policy section pertains to all positions that report to and/or are subordinate to the General Manager.

4101.A2.05 Personal Cellular Telephone Reimbursement

Exempt employees, including District Department Managers and Supervisors, will receive a monthly stipend in the amount of \$72 to use District sanctioned personal cellular telephones. This stipend will be paid through payroll quarterly. If an employee obtains or currently has a plan that exceeds the monthly stipend, Citrus Heights Water District will not be liable for the cost difference. The device remains the property of the employee who is responsible for all repairs or replacement of the device.

The General Manager, or their designee, may authorize a Personal Cellular Telephone Reimbursement for non-exempt employees when business needs arise.

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4001	Employment Status Definitions	JULY 1, 1965	AUGUST 27, 2024	(1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) OCTOBER 11, 2005; (5) OCTOBER 14, 2018; (6) MARCH 24, 2016; (7) AUGUST 21, 2019; (8) OCTOBER 20, 2021; (9) AUGUST 16, 2023
4005	Probationary Period Define	JUNE 3, 1992	AUGUST 27, 2024	(1) JULY 24, 1995; (2) JUNE 10, 2008; (3) MARCH 10, 2009; (4) AUGUST 21, 2019; (5) OCTOBER 20, 2021
4010	Recruiting and Selection	JULY 1, 1965	AUGUST 27, 2024	(1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) AUGUST 9, 1995; (4) JUNE 10, 2008; (5) AUGUST 19, 2021; (6) AUGUST 16, 2023
4011	Equal Opportunity	JUNE 3, 1992	AUGUST 16, 2023	(1) JUNE 10, 2008; (2) JUNE 3, 1992; (3) AUGUST 21, 2019
4012	Employment of Relatives	JUNE 3, 1992	AUGUST 16, 2023	(1) JULY 24, 1995; (2) JUNE 10, 2008; (3) MARCH 10, 2009; (4) AUGUST 21, 2019
4013	Volunteer Program	AUGUST 12, 2014	AUGUST 16, 2023	(1) AUGUST 21, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4014	Disaster Service Worker	AUGUST 16, 2023		
4020	Rights and Responsibilities	JUNE 3, 1992	AUGUST 27, 2024	(1) JUNE 10, 2008; (2) AUGUST 21, 2019
4040	Personnel Records and Privacy	JUNE 3, 1992	OCTOBER 20, 2021	(1) OCTOBER 17, 1995; (2) JUNE 10, 2008; (3) NOVEMBER 19, 2014; (4) AUGUST 21, 2019
4050	Employment Duration	JUNE 3, 1992	AUGUST 21, 2019	(1) OCTOBER 14, 2008
4090	Job Descriptions	JULY 10, 2012	AUGUST 21, 2019	(1) OCTOBER 20, 1998; (2) MARCH 16, 1999; (3) JUNE 10, 2008; (4) MAY 10, 2011; (5) JULY 12, 2011; (6) APRIL 10, 2012; (7) JULY 10, 2012

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4101	Compensation/Reclassification/ Positions	JULY 6, 1965	AUGUST 16, 2023	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) MAY 3, 1999; (4) OCTOBER 11, 2005; (5) FEBRUARY 28, 2006; (6) DECEMBER 8, 2009; (7) SEPTEMBER 13, 2016; (8) AUGUST 21, 2019; (9) DECEMBER 15, 2021; (10) JANUARY 18, 2023
4102	Salary Cost of Living Adjustments (COLA)	JUNE 3, 1992	AUGUST 27, 2024	(1) OCTOBER 17, 1995; (2) MAY 3, 1999; (3) DECEMBER 8, 2003; (4) DECEMBER 14, 2004; (5) DECEMBER 13, 2005; (6) DECEMBER 12, 2006; (7) JANUARY 13, 2009; (8) DECEMBER 8, 2009; (9) AUGUST 21, 2019; (10) OCTOBER 20, 2021; (11) AUGUST 16, 2023
4103	Salary Merit Adjustments	JUNE 3, 1992	OCTOBER 20, 2021	(1) OCTOBER 17, 1995; (2) MAY 3, 1999; (3) OCTOBER 14, 2008; (4) JULY 10, 2012; (5) AUGUST 21, 2019
4105	Employee Recognition	APRIL 12, 2005	OCTOBER 20, 2021	(1) AUGUST 21, 2019
4110	Hours of Work	JUNE 3, 1992	AUGUST 27, 2024	(1) NOVEMBER 7, 1995; (2) OCTOBER 14, 2008; (3) ARIL 13, 2010; (4) AUGUST 21, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4111	Lunch and Rest Periods	JUNE 3, 1992	AUGUST 16, 2023	(1) OCTOBER 6, 1998; (2) JUNE 10, 2008; (3) APRIL 13, 2010; (4) AUGUST 21, 2019
4112	Overtime Pay	JUNE 3, 1992	AUGUST 16, 2023	(1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) MAY 13, 1997; (4) OCTOBER 17, 2002; (5) FEBRUARY 28, 2006: (6) OCTOBER 14, 2008; (7) MARCH 10, 2009; (8) APRIL 13, 2010; (9) OCTOBER 11, 2011; (10) JANUARY 12, 2016; (11) SEPTEMBER 13, 2016; (12) AUGUST 21, 2019; (13) OCTOBER 20, 2021; (14) NOVEMBER 16, 2022
4113	Payroll	JUNE 3, 1992	AUGUST 16, 2023	(1) JANUARY 7, 1986; (2) JULY 24, 1995, (3) FEBRUARY 3, 1998; (4) MAY 13, 2008; (5) APRIL 13, 2010; (6) NOVEMBER 19, 2014; (7) AUGUST 21, 2019; (8) OCTOBER 20, 2021

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4120	Standby Duty	JUNE 3, 1992	AUGUST 27, 2024	(1) OCTOBER 17, 1995; (2) JANUARY 2, 1996; (3) DECEMBER 7, 1999; (4) JUNE 10, 2008; (5) APRIL 13, 2010; (6) DECEMBER 9, 2014; (7) JANUARY 12, 2016; (8) AUGUST 21, 2019; (9) OCTOBER 20, 2021; (10) NOVEMBER 16, 2022; (11) AUGUST 16, 2023
4200	Employee Insurance Benefits	JUNE 3, 1992	AUGUST 16, 2023	(1) JUNE 20, 2008; (2) NOVEMBER 19, 2014; (3) AUGUST 21, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4210	Health Insurance	JANUARY 7, 1986	AUGUST 27, 2024	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JANUARY 16, 2001; (4) JANUARY 8, 2002; (5) JANUARY 7, 2003; (6) JANUARY 13, 2004; (7) JANUARY 11, 2005; (8) MAY 10, 2005 (9) JANUARY 10, 2006; (10) JANUARY 9, 2007; (11) JUNE 10, 2008; (12) JANUARY 11, 2011; (13) JANUARY 10, 2012; (14) JANUARY 8, 2013; (15) JANUARY 14, 2014; (16) DECEMBER 9, 2014; (17) JANUARY 13, 2015; (18) JANUARY 10, 2017; (19) APRIL 11, 2017; (20) JANUARY 16, 2019; (21) AUGUST 21, 2019
4211	Dental Insurance	JANUARY 7, 1986	AUGUST 27, 2024	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JUNE 10, 2008; (4) DECEMBER 13, 2016; (5) JANUARY 16, 2019; (6) AUGUST 21, 2019
4212	Vision Insurance	JUNE 3, 1992	AUGUST 27, 2024	(1) JULY 24, 1995; (2) June 10, 2008; (3) DECEMBER 13, 2016; (4) JANUARY 16, 2019; (5) AUGUST 21, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4220	Life Insurance and Accidental Death and Dismemberment Insurance	JANUARY 7, 1986	AUGUST 27, 2024	(1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) JUNE 10, 2008; (4) DECEMBER 5, 2016; (5) JANUARY 16, 2019; AUGUST 21, 2019
4222	Disability Insurance	JANUARY 7, 1986	AUGUST 16, 2023	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JUNE 10, 2008; (4) DECEMBER 13, 2016; (5) JANUARY 16, 2019; (6) AUGUST 21, 2019
4223	Workers' Compensation Insurance	JANUARY 7, 1986	AUGUST 21, 2019	(1) JUNE 3, 1992: (2) JULY 1, 1997; (3) JUNE 10, 2008
4301	Annual Leave	JULY 1, 1965	AUGUST 16, 2023	(1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) OCTOBER 17, 1995; (4) JULY 6, 1999; (5) OCTOBER 14, 2008; (6) APRIL 13, 2010; (7) JUNE 12, 2012; (8) DECEMBER 9, 2014; (10) AUGUST 21, 2019; (11) OCTOBER 20, 2021
4302	Management Leave	JUNE 3, 1992	AUGUST 16, 2023	(1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) NOVEMBER 7, 1995; (4) JULY 20, 1999; (5) OCTOBER 14, 2008; (6) APRIL 13, 2010; (7) JUNE 12, 2012; (8) DECEMBER 9, 2014; (9) AUGUST 21, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4303	Compensatory Time-Off (CTO)	JUNE 3, 1992	AUGUST 27, 2024	(1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) NOVEMBER 7, 1995; (4) JULY 20, 1999; (5) JUNE 10, 2008; (6) OCTOBER 14, 2008; (7) NOVEMBER 19, 2014; (8) AUGUST 21, 2019; (9) AUGUST 16, 2023
4305	Administrative Leave	OCTOBER 14, 2008	AUGUST 21, 2019	(1) JULY 10, 2012
4308	Pregnancy Disability Leave	AUGUST 21, 2019	AUGUST 16, 2023	(1) AUGUST 21, 2019
4309	California Family Leave Act	JANUARY 20, 2021	AUGUST 16, 2023	(1) JANUARY 20, 2021; (2) OCTOBER 20, 2021
4310	Sick Leave	JULY 1, 1965	AUGUST 27, 2024	(1) MARCH 3, 1981; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) NOVEMBER 7, 1995; (5) JULY 20, 1999; (6) JUNE 10, 2008; (7) APRIL 13, 2010; (8) AUGUST 21, 2019; (9) AUGUST 16, 2023
4311	Compassionate Leave	JUNE 3, 1992	AUGUST 27, 2024	(1) JULY 24, 1995; (2) JULY 20, 1999; (3) OCTOBER 14, 2008; (4) DECEMBER 21, 2022; (5) AUGUST 16, 2023
4312	Catastrophic Illness/Injury Leave Donation	JULY 20, 1999	AUGUST 21, 2019	(1) DECEMBER 9, 2014; (2) JUNE 20, 2008
4313	Leave for Reproductive Loss	AUGUST 27, 2024		

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4320	Court Appearance	JUNE 3, 1992	AUGUST 16, 2023	(1) JULY 20, 1999; (2) JUNE 10, 2008; (3) AUGUST 21, 2019
4321	Jury Service Leave	JULY 1, 1965	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JUNE 10, 2008; (3) DECEMBER 9, 2014; (4) DECEMBER 8, 2015
4325	Military Duty Leave of Absence	JULY 1, 1965	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) JUNE 10, 2008
4330	Personal Leave of Absence	AUGUST 2, 1983	OCTOBER 20, 2021	(1) JUNE 3, 1992; JUNE 10, 2008; (3) OCTOBER 14, 2008; (4) AUGUST 21, 2019
4350	Holidays	APRIL 13, 2010	DECEMBER 21, 2022	(1) JANUARY 6, 1976; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) JUNE 10, 2008; (5) APRIL 13, 2010; (6) DECEMBER 21, 2022
4401	Education Assistance Program	JUNE 3, 1992	AUGUST 16, 2023	(1) AUGUST 9, 1995; (2) NOVEMBER 7, 1995; (3) JANUARY 5, 1999; (4) JUNE 8, 2004; (5) OCTOBER 14, 2008; (6) DECEMBER 14, 2010; (7) NOVEMBER 19, 2014; (8) JANUARY 10, 2017; (9) AUGUST 21, 2019; (10) OCTOBER 20, 2021
4411	Deferred Compensation	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008; (2) NOVEMBER 19, 2014

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4420	Employee Tools and Safety Equipment	JUNE 3, 1992	OCTOBER 20, 2021	(1) AUGUST 9, 1995; (2) JANUARY 2, 1996; (3) MAY 13, 2008; (4) OCTOBER 14, 2008; (5) FEBRUARY 14, 2012; (6) NOVEMBER 10, 2015; (7) AUGUST 21, 2019
4430	Employee Suggestions	JUNE 3, 1992	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) JUNE 10, 2008
4440	Membership in Professional and Technical Societies/Associations	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008
4450	Telephone Calls	JUNE 3, 1992	OCTOBER 20, 2021	(1) JUNE 10, 2008; (2) AUGUST 21, 2019
4501	Standards of Conduct	JUNE 3, 1992	OCTOBER 20, 2021	(1) JUNE 10, 2008; (2) NOVEMBER 19, 2014
4511	Attendance	JUNE 3, 1992	AUGUST 27, 2024	(1) AUGUST 9, 1995; (2) JUNE 10, 2008; (3) AUGUST 21, 2019; (4) AUGUST 16, 2023
4512	Harassment/Discrimination Prevention	AUGUST 21, 2019	AUGUST 27, 2024	(1) AUGUST 21, 2019; (2) OCTOBER 20, 2021; (3) AUGUST 16, 2023
4513	Disciplinary Procedures	JANUARY 6, 1976	AUGUST 27, 2024	(1) JUNE 3, 1992; (2) AUGUST 9, 1995; (3) JUNE 10, 2008; (4) AUGUST 21, 2019; (5) OCTOBER 20, 2021

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4514	Grievance Procedure	JUNE 3, 1992	OCTOBER 20, 2021	(1) AUGUST 9, 1995, (2) JUNE 10, 2008; (3) MARCH 24, 2016; (4) AUGUST 21, 2019
4520	Employee Conflict of Interest	JUNE 3, 1992	OCTOBER 20, 2021	(1) JUNE 10, 2008
4530	Uniforms and Dress Code	JUNE 3, 1992	AUGUST 21, 2019	(1) OCTOBER 14, 2008; (2) OCTOBER 11, 2011
4600	Training & Development		AUGUST 21, 2019	
4601	Employee Orientation	JUNE 3, 1992	AUGUST 21, 2019	(1) OCOTBER 14, 2008
4610	Performance Evaluations	JUNE 3, 1992	AUGUST 27, 2024	(1) AUGUST 9, 1995; (2) OCTOBER 14, 2008; (3) July 10, 2012; (4) DECEMBER 13, 2016; (5) AUGUST 21, 2019
4611	Promotions	JUNE 3, 1992	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) JUNE 10, 2008; (3) OCTOBER 14, 2008
4701	Safety Officer	JUNE 3, 1992	AUGUST 27, 2024	(1) JUNE 10, 2008; (2) NOVEMBER 1, 2016; (3) AUGUST 21, 2019
4702	Injury and Illness Prevention	JUNE 3, 1992	AUGUST 21, 2019	(1) AUGUST 7, 2001; (2) MAY 8, 2007

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4703	Injury and Illness Reporting	JUNE 3, 1992	AUGUST 16, 2023	(1) MAY 8, 2007; (2) NOVEMBER 19, 2014; (3) AUGUST 21, 2019
4710	Smoking in the Workplace	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008
4730	Return to Work Program	MARCH 9, 2004	AUGUST 16, 2023	(1) JUNE 10, 2008; (2) AUGUST 21, 2019
4740	Reasonable Accommodations	AUGUST 21, 2019	AUGUST 16, 2023	(1) AUGUST 21, 2019; (2) OCTOBER 20, 2021
4800	Employee Separation	JUNE 3, 1992	OCTOBER 20, 2021	(1) OCTOBER 17, 1995; (2) JUNE 10, 2008; (3) NOVEMBER 19, 2014
4810	Layoff or Reduction of Work Force	JULY 1, 1965	AUGUST 27, 2024	(1) JANUARY 1, 1976; (2) MARCH 3, 1981; (3) JUNE 3, 1992; (4) OCTOBER 17, 1995; (5) JUNE 10, 2008; (6) OCTOBER 14, 2008; (7) OCTOBER 20, 2021
4820	California Public Employee's Retirement System	JANUARY 7, 1986	OCTOBER 20, 2021	(1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) FEBRUARY 6, 2001; (4) JUNE 10, 2008; (5) FEBRUARY 12, 2013; (6) NOVEMBER 19, 2014; (7) SEPTEMBER 13, 2016; (8) AUGUST 21, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4830	Insurance Benefits for Retirees Retiring Between 06/03/92-03/19/96	JUNE 3, 1992	AUGUST 21, 2019	(1) MARCH 19, 1996; (2) JUNE 10, 2008
4831	Insurance Benefits for Retirees after 03/19/96	MARCH 19, 1996	DECEMBER 20, 2023	(1) JANUARY 16, 2001; (2) JANUARY 8, 2002; (3) JANUARY 7, 2003; (4) JANUARY 1, 2004; (5) FEBRUARY 10, 2004; (6) DECEMBER 13, 2005; (7) DECEMBER 12, 2006; (8) DECEMBER 11, 2007; (9) JANUARY 13, 2009; (10) DECEMBER 8, 2009 (11) DECEMBER 14, 2010; (12) DECEMBER 13, 2011; (13) DECEMBER 11, 2012; (14) DECEMBER 10, 2013; (15) DECEMBER 9, 2014; (16) DECEMBER 08, 2015; (17) JANUARY 10, 2017; (18) JANUARY 1, 2018; (19) JANUARY 16, 2019; (20) AUGUST 21, 2019; (21) OCTOBER 16, 2019; (22) NOVEMBER 18, 2020, (23) DECEMBER 15, 2021; (24) DECEMBER 21, 2022

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4901	Employee Expenses/Per Diem Reimbursement	JUNE 3, 1992	AUGUST 27, 2024	(1) OCTOBER 17, 1995; (2) OCTOBER 17,2002; (3) JUNE 10, 2008; (4) DECEMBER 14, 2010; (5) SEPTEMBER 11, 2012; (6) AUGUST 21,2019; (7) JUNE 17, 2020; (8) AUGUST 16, 2023
4911	District Vehicle and Equipment Assignment	JUNE 3, 1992	AUGUST 27, 2024	(1) OCTOBER 6, 1998; (2) JUNE 10, 2008; (3) NOVEMBER 19, 2014
4912	Employee Parking	JUNE 3, 1992	AUGUST 27, 2024	(1) OCTOBER 17, 1995; (2) JUNE 10, 2008
4930	Computer Use and Internet Access	MARCH 4, 2003	OCTOBER 20, 2021	(1) JUNE 10, 2008; (2) NOVEMBER 19, 2014
4931	Voice Mail and Electronic Mail	MARCH 4, 2004	AUGUST 27, 2024	(1) JUNE 10, 2009; (2) NOVEMBER 19, 2014; (3) OCTOBER 20, 2021
4932	Mobile Devices	MARCH 11, 2008	OCTOBER 20, 2021	(1) APRIL 22, 2016; (2) NOVEMBER 14, 2018
4940	Reasonable Suspicion Drug/Alcohol Testing	AUGUST 21, 2019	AUGUST 27, 2024	(1) AUGUST 21, 2019; (2) OCTOBER 20, 2021
4950	Workplace Violence Prevention	JUNE 18, 2024		

ATTACHMENT 3 Resolution 09-2024 Relating to Employer-Employee Organization Relations

RESOLUTION NO. 09-2024

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT, A CALIFORNIA PUBLIC ENTITY, RELATING TO EMPLOYER-EMPLOYEE ORGANIZATION RELATIONS

WHEREAS, Government Code Section 3507 empowers the District to adopt reasonable rules and regulations after consultation in good faith with representatives of its employee organizations for the administration of employer-employee relations; and

WHEREAS, it is incumbent upon the employee relations officer to establish specific rules and regulations governing the personnel system; and

WHEREAS, this amendment shall not deprive said employees of any right to representation which they may have under Sections 3500 et. seq. the California Government Code; and

WHEREAS, on August 21, 2019, the Citrus Heights Water District adopted Resolution No. 10-2019, creating an Employer-Employee Relations Policy; and

WHEREAS, the Citrus Heights Water District desires to adopt an updated Employer-Employee Relations Policy, as set for herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Citrus Heights Water District, as follows:

ARTICLE I

GENERAL PROVISIONS

Section 1. Statement of Purpose:

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units that are not preempted by federal or state law. However, nothing herein will restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other lawful reasons; determine the content of job classifications; subcontract work and transfer work out of a bargaining unit; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise

complete control and discretion over its organization and the technology of performing its work; determine the time and hours of operation of District services; approve policies, goals and objectives; determine staffing patterns and the number and kinds of personnel required; build, move or modify facilities; determine the methods of raising revenue; take action on any matter in the event of an emergency; and exercise complete control and discretion over its organization and the technology of performing its work; and the exercise of the foregoing powers, rights, authorities, duties, and responsibilities of the District and its adoption of reasonable policies, rules, regulations and practices in furtherance thereof shall not be limited, except to the extent required by law or applicable agreement to which the District is a party.

Section 2. Definitions:

Unless the contrary is stated or clearly appears from the context, the definitions set forth below will govern the construction of the words and phrases used in this Resolution:

- (a) "Appropriate unit" means a unit of full-time employee classes or positions, established pursuant to Article II, below.
- (b) "District" means the Citrus Heights Water District, and, where appropriate, refers to the District Board or any duly authorized District representative as herein defined.
- (c) "Confidential Employee" means an employee who, in the course of his or her duties, has access to confidential information relating to the District's administration of employer-employee relations.
- (d) "Consult/Consultation in Good Faith" means to communicate orally or in writing with any or all employee organizations, whether exclusively recognized or not, for the purpose of presenting and obtaining views or advising of intended actions; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposal with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to Article IV, below.
 - (e) "Day" means calendar day unless expressly stated otherwise.
 - (f) "Employee Relations Officer" means the General Manager, or designee.
- (g) "Impasse" means that the representatives of the District and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
- (h) "Management Employee" means an employee having responsibility for formulating, administrating or managing the implementation of District policies and programs.
- (i) "Proof of Employee Support" means (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently

signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee is not proof of employee support for any employee organization. The only authorization, which is considered as proof of employee support hereunder is the authorization last signed by an employee. The words "recently signed" means within ninety (90) days before filing a petition.

- (j) "Exclusively Recognized Employee Organization" means an employee organization which is formally acknowledged by the District as the sole employee organization representing the employees in an appropriate representation unit pursuant to Article II, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.
- (k) "Supervisory Employee" means any employee having authority, in the interest of the District, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not merely routine or clerical, but requires the use of independent judgment.

ARTICLE II

REPRESENTATION PROCEEDINGS

Section 3. Filing of Recognition Petition by Employee Organization:

An employee organization, which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing the employees in an appropriate unit, must file a petition with the Employee Relations Officer containing the following information and documentation:

- (a) Name and address of the employee organization.
- (b) Names and titles of its officers.
- (c) Names of employee organization representatives who are authorized to speak on behalf of the organization.
- (d) A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the District.
- (e) A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.
 - (f) Certified copies of the employee organization's constitution and bylaws.

- (g) A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
- (h) A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, metal or physical disability or medical condition.
- (i) The job classifications or position titles or employees in the unit claimed to be appropriate and the approximate number of member employees therein.
- (j) A statement that the employee organization has in its possession proof of employee support, as herein defined, to establish that a majority of the employees in the unit claimed to be appropriately designated the employee organization to represent them in their employment relations with the District. Such written proof must be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.
- (k) A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including the proof of employee support and all accompanying documentation, must be declared to be true, correct and complete under penalty of perjury under the laws of the state of California, by the duly authorized officer(s) of the employee organization executing it.

Section 4. District Response to Recognition Petition:

Upon receipt of the Petition, the Employee Relations Officer must determine whether:

- (a) There was compliance with the requirements of the Recognition Petition, and
- (b) The proposed representation unit is an appropriate unit in accordance with Sec. 8 of this Article II.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she must so inform the petitioning employee organization, give written notice of such request for recognition to the employees in the unit and take no action on said request for thirty (30) days thereafter. If any of the foregoing matters are not affirmatively determined, the Employee Relations Officer will offer to consult thereon with such petitioning employee organization and, if such determination thereafter remains unchanged, must provide written notice to the organization regarding the reasons the determination is unchanged. The petitioning employee organization may appeal such determination in accordance with Sec. 10 of this Resolution.

Section 5. Open Period for Filing Challenging Petition:

Within thirty (30) days after the date written notice was given to affected employees that a valid recognition petition for an appropriate unit was filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognition petition being organization of the employees in the same unit by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Sec. 3 of this Article II. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer must call for a hearing on such overlapping petition for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations will be heard. Thereafter, the Employee Relations Officer will determine the appropriate unit or units in accordance with the standards in Sec. 8 of this Article II. The petitioning employee organizations have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Sec. 10 of this Article II.

Section 6. Election Procedure:

The Employee Relations Officer must arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s) in accordance with the provisions of this Resolution or as otherwise required by law. All employee organizations who have duly submitted petitions, determined to be in conformance with this Article II, must be included on the ballot. The ballot must also reserve to employees the choice of representing themselves individually in their employment relations with the District. Employees entitled to vote in such election are those persons employed in regular permanent positions within the designated appropriate unit who were employed during the pay period immediately before the date ending at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the District in the same unit on the date of the election. An employee organization must be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election must be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There cannot be more than one valid election under this Resolution pursuant to any petition in a twelve (12) month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct election, the election will be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections will be borne in equal shares by the District and by each employee organization appearing on the ballot.

Section 7. Procedure for Decertification of Exclusively Recognized Employee Organization:

A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days before the termination date of a Memorandum of Understanding which was in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and must contain the following information and documentation declared by the duly authorized signatory under penalty of perjury under the laws of the state of California to be true, correct and complete:

- (a) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- (b) The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
- (c) An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
- (d) Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof must be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation and information required under paragraph (c) of this Section 7, and otherwise conforms to the requirements of Section 3 of this Article.

The Employee Relations Officer must initially determine whether the Petition was filed in compliance with the applicable provisions of this Article II. If the Employee Relations Officer determines that the Petition is not in compliance, he/she must offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, must return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Sec. 10 of this Article II. If the Employee Relations Officer determines that the Petition does comply, or if a previous determination of noncompliance is reversed on appeal, he/she must give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer must thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as

to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election must be conducted in conformance with Sec. 6 of this Article II.

During the "open period" specified in the first paragraph of this Sec. 7, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the recognized organization and all unit employees that he/she will arrange for an election to determine that issue. In such event, any other employee organization may, within fifteen (15) days of such notice, file a Recognition Petition in accordance with this Sec. 7, which the Employee Relations Officer must act on in accordance with this Sec. 7.

If, pursuant to this Sec. 7, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization will be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

Section 8. Policy and Standards for Determination of Appropriate Units:

The policy objectives in determining the appropriateness of units will be the effect of a proposed unit on (1) the efficient operations of the District and its compatibility with the primary responsibility of the District and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit be the broadest feasible grouping of position that shares an identifiable community of interest. Factors to be considered are:

- (a) Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
- (b) History of representation in the District and similar employment; except, however, that no unit is deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
 - (c) Consistency with the organizational patterns of the District.
- (d) Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classification and proliferation of units.
- (e) Effect on the classification structure and impact on the stability of the employeremployee relationship of dividing a single or related classification among two or more units.

Managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization, which represents other employees.

Based on these criteria and on the classifications and positions in existence as of the adoption of this resolution, appropriate units are established as set forth in Exhibit A. In the future, the Employee Relations Officer must, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this selection. The decision of the Employee Relations Officer is the District's final decision.

Section 9. Procedure for Modification of Established Appropriate Units:

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Sec. 7 of this Article II. Such requests must be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Sec. 3 of this Article, contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Sec. 8 hereof. The Employee Relations Officer must process such petitions as other Recognition Petitions under this Article II.

The Employee Relations Officer may on his/her own motion propose during the period specified in Sec. 7 in this Article that an established unit be modified. The Employee Relations Officer may at the request of any employee or group of employees, or by his/her own motion propose that an established unit be modified. The Employee Relations Officer must give written notice of the proposed modification(s) to any affected employee organization and hold a meeting concerning the proposed modification(s), at which time all affected employee organizations will be heard. Thereafter the Employee Relations Officer must determine the composition of the appropriate unit or units in accordance with Sec. 8 of this Article II, and give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section 10 of this Article. If a unit is modified pursuant to the motion of the Employee Relations Officer, employee organizations may then file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Sec. 3.

Section 10. Appeals:

An employee organization aggrieved by an appropriate unit determination under Sec. 9 of this Article may, within (10) days of receiving the Employee Relations Officer's notice, request the intervention of the California State Mediation and Conciliation Service pursuant to Government Code Sections 3507.1 and 3507.3, or may, in lieu thereof or thereafter appeal such determination to the District Board for final decision within fifteen (15) days of notice of the Employee Relations Officer's determination or the termination of proceedings pursuant to Government Code Sections 3507.1 and 3507.3, whichever is later.

An employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Sec. 3); Challenging Petition (Sec. 5) or Decertification Petition (Sec. 7) – or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (Sec. 7) – has not been filed in compliance with the applicable

provisions of this Article may, within fifteen (15) days of notice of such determination, appeal the determination to the District Board for final decision.

Appeals to the District Board must be filed in writing with the District Clerk, and a copy thereof served on the Employee Relations Officer. The District Board will commence to consider the matter within thirty (30) days of the filing of the appeal. The District Board may, in its discretion, refer the dispute to a third party hearing process. Any decision of the District Board on the use of such procedure, and/or any decision of the District Board determining the substance of the dispute is the District's final decision.

ARTICLE III

ADMINISTRATION

Section 11. Submission of Current Information by Recognized Employee Organizations:

All changes in the information filed with the District by an Exclusively Recognized Employee Organization under items (a) through (h) of its Recognized Petition under Sec. 3 of this Resolution must be submitted in writing to the Employee Relations Officer within fourteen (14) days of such change.

Section 12. Payroll Deductions On Behalf of Employee Organizations:

Upon formal acknowledgement by the District of an Exclusively Recognized Employee Organization under this Resolution, only that Recognized Employee Organization may receive payroll deductions of membership dues and insurance premiums for plans sponsored by that Organization, and only upon the Exclusively Recognized Employee Organization's written representation of having received written authorization for such deductions.

Section 13. Employee Organization Activities – Use of District Resources:

Access to District work locations and the use of District paid time, facilities, equipment and other resources by employee organizations and those representing them are authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures, are limited to lawful activities consistent with the provisions of this Resolution that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections, and must not interfere with the efficiency, safety and security of District operations.

Section 14. Administrative Rules and Procedures:

The General Manager is authorized to promulgate administrative policies and procedures as needed to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

Section 15. Reasonable Time Off to Meet and Confer:

The formally recognized employee organization may select not more than three employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two working days in advance of such meetings. In addition,

- No employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, department head or other authorized District management official.
- Meetings are subject to scheduling by District management in a manner consistent with operating needs and work schedules. However, nothing limits or restricts District management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances.

Section 16. Memorandum of Understanding:

- (a) In order to promote transparency in the bargaining process, the following procedures shall govern the conduct of negotiations:
 - 1. As part of the meet and confer process, the initial proposal containing all proposed terms for a new or successor MOU with sufficient specificity to support a fiscal impact analysis, shall be exchanged by the Exclusively Recognized Employee Organization and the District and shall be considered a public record and made available for public review with an accompanying District analysis of fiscal impact for each proposal;
 - 2. After the initial proposals are exchanged and made public, negotiations shall continue behind closed doors, unless otherwise agreed to by the parties through written ground-rules waiving this requirement;
 - 3. When the meet and confer process is concluded between the District representatives and an Exclusively Recognized Employee Organization, all matters agreed upon shall be incorporated in a written memorandum of understanding signed by the Employee Relations Officer and authorized representatives of the Exclusively Recognized Employee Organization, which together with the District's written fiscal analysis of the proposed memorandum of understanding, shall be available for public review for a minimum of two-weeks prior to the District Board meeting taking action at an open public meeting;
- (b) A memorandum of understanding is subject to District Board approval and, should the Board refuse approval of a memorandum of understanding, the parties shall resume good faith negotiations toward agreement.

ARTICLE IV

IMPASSE PROCEDURES:

Section 16. Initiation of Impasse Procedures:

If the meet and confer process has reached impasse as defined in Sec. 2 of this Resolution, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its positions on all issues. An impasse meeting must then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting will be:

- (a) To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
- (b) If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

Section 17. Impasse Procedures:

- A. <u>Initiation of Impasse Procedures</u>. At any time during negotiations, upon a good faith belief that the parties have reached an impasse as defined in this Resolution, either party may declare impasse by submitting a written statement listing all relevant issues and that party's last, best and final positions on each issue. As soon as practicable following receipt of the written declaration of impasse, the Employee Relations Officer shall schedule an impasse meeting to proceed within seven (7) days of receipt of the declaration of impasse. The purpose of such meeting shall be:
 - To determine whether an impasse has, in fact, occurred;
 - To review the position of the parties in a final effort to reach agreement; and
 - If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

If the impasse meeting is not held within fourteen (14) days of the Employee Relations Officer's initially scheduled meeting or if the parties fail to agree on an available impasse resolution procedure, the presumption shall be that no voluntary mediation will occur and the matter will proceed to factfinding or implementation hearing, as appropriate in accordance with California Public Employment Relations Board (PERB) regulations.

B. Impasse Procedures. Impasse procedures are as follows:

(i) <u>Voluntary Mediation</u>. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private and nonbinding, unless otherwise

specifically and mutually agreed to in writing. The mediator shall make no public recommendation nor take any public position at any time concerning the issues.

(ii). Factfinding. If the mediator is unable to effect settlement of the controversy within thirty (30) days after his or her appointment, the Exclusively Recognized Employee Organization may request that the parties' differences be submitted to a factfinding panel. The request for factfinding may be submitted no later than forty-five (45) days after the appointment of the mediator or request for mediation. If factfinding is timely requested, each party must select a person to serve on the factfinding panel within five (5) days. Within that five (5) day period the parties may agree on the selection of a person to chair the factfinding panel or be subject to PERB's selection of the chairperson. If the dispute is not settled within thirty (30) days after the appointment of the factfinding panel, the panel will make findings of fact and recommended terms of settlement, which shall be advisory only. The fact-finding panel shall limit its findings and recommendation to issues that fall within the mandatory subjects of bargaining unless the parties mutually agree in writing to submit other issues to the panel. The District shall make the findings publicly available within ten (10) days of receipt.

Upon completion of voluntary mediation, factfinding (including the ten (10) day period after the issuance of any factfinding recommendations), or upon failure to timely request factfinding, the District will schedule an open implementation hearing before the District's Board. The Board may take such action as it, in its discretion, deems appropriate as in the public interest. Any legislative action by the District Board on the impasse shall be final and binding.

C. <u>Costs of Impasse Procedures</u>. The costs for the services of a mediator utilized by the parties, and other mutually incurred costs of mediation, shall be borne equally by the District and the Exclusively Recognized Employee Organization. Other separately incurred costs shall be borne by the party incurring the costs.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 18. Construction:

This resolution will be administered and construed as follows:

- (a) Nothing in this Resolution may be construed to deny to any person, employee, organization, the District, or any authorized officer, body or other representative of the District, the rights, powers and authority granted by federal or state law.
- (b) This Resolution must be interpreted so as to carry out its purpose as set forth in Article I.
- (c) If any part of this resolution or its application is deemed invalid by a court of competent jurisdiction, the District Board intends that such invalidity will not affect the

effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

(d) Any proposed amendments to this Policy are excluded from the scope of meeting and conferring but are subject to consultation with Exclusively Recognized Employee Organizations pursuant to Government Code Section 3507.

BE IT FURTHER RESOLVED, that: Upon the effective date of this Resolution, the prior Resolution 10-2019 is repealed.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

AYES:	Directors:		
NOES:	Directors:		
ABSTAIN:	Directors:		
ABSENT:	Directors:		
		CARYL SHEEHAN, President	
		Citrus Heights Water District	
ATTEST:			
D.:44	Cl.:.fD1 Cl1		
Britiney Mod	ore, Chief Board Clerk		

Citrus Heights Water District

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER

DISTRICT, this 27th day of August, 2024, by the following vote, to-wit:

Exhibit A

In accordance with Policy 41401.A1 the following job series and classifications are organized into following units.

Units	Classification
Executive Staff	Director of Administrative Services
	Director of Engineering
	Director of Operations
	Director of Public Affairs
Mid-Management	Administrative Services Manager Accounting Manager
	Water Efficiency Supervisor
	Project Manager
	Water Resources Supervisor
	Water Distribution Supervisor
	Assistant Water Distribution Supervisor
	Information Technology (IT) Manager
Confidential	Management Analyst (Human Resources)
	Principal Management Analyst (Human Resources)
	Senior Management Analyst (Human Resources)
	Senior Accountant/Principal Accountant Principal IT Analyst
General Staff (unless noted above)	Accounting Series
	Customer Services Series
	Water Distribution Series

Units	Classification
	Engineering Technical Series
	Construction Inspection Series
	Engineering Series
	Information Technology Series
	Management Services Series
	Public Affairs Series
	Operations Specialist Series
	Water Efficiency Series
	Water Resources Series
	Miscellaneous Series