

MEMORANDUM OF UNDERSTANDING
BETWEEN
IMPERIAL IRRIGATION DISTRICT
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL 465

Expiring on December 31, 2023



Article 1 - Agreement

This Agreement is made and entered into by the Imperial Irrigation District ("IID" or "District") and the International Brotherhood of Electrical Workers Union, Local 465 ("IBEW") (together referred to as "the parties") under the Meyers-Millias-Brown Act, Government Code section 3500 *et seq.* ("the Act"), regarding matters within the scope of representation as defined by Government Code section 3504.

Article 2 - Recognition

The District recognizes the IBEW as the sole and exclusive bargaining representative, within the meaning of Government Code section 3501(b) of the Meyers-Millias-Brown Act, for all employees in the Rank and File unit which includes the full-time hourly job classifications identified in Exhibit A, attached hereto and incorporated herein by reference.

Article 3 - Term

- A. This Agreement shall be in effect from the date of final ratification of this Agreement by the Board of Directors until December 31, 2023. The calendar year of this Agreement shall be from January 1 to December 31 of the applicable year.
- B. The parties acknowledge that during the negotiations leading up to this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements decided by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and IBEW, for the life of this Agreement, agree that, except for legally mandated changes to matters within the scope of representation, as defined in Government Code Section 3504, or in the case of an emergency as contemplated under Government Code Section 3504.5, no party shall be obligated to bargain collectively or reopen negotiations with respect to any subject matter or provisions referred to or covered in this Agreement.
- C. Either party may initiate negotiations for a successor Agreement by submitting its initial proposal to the other party on or before July 1, 2023.
- D. Unless extended by a signed Agreement between the parties, this Agreement shall expire on December 31, 2023.
- E. If this Agreement does not cover a specific term and condition of employment within the scope of representation, but a District Policy and Procedure does cover such

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specific term and condition of employment, the District Policy and Procedure shall apply, but the grievance procedure in this Agreement does not cover alleged violations of any District Policy and Procedure. The District's Complaint Procedure, Policy and Procedure 4351, applies to alleged violations of District Policies and Procedures as set forth in Sections 2 and 4(A) of the Complaint Procedure.

Article 4 – Management Rights

All management rights and functions shall remain vested exclusively with the IID except those which are clearly and expressly limited in this MOU to include, but not limited to:

- A. The right to determine the mission and purposes of each of its agencies, departments, institutions, programs boards, commissions and committees, including the standards for the services offered or to be offered;
- B. The right to full and exclusive control of the management of the IID, to include supervision of all operations; determination of the methods and means of performing any and all work; and the composition, assignment, directions, location and determination of the size and mission of the work force;
- C. The right to determine the work to be done by the employees including establishment of levels of service and staffing, patterns;
- D. The right to change or introduce new or improved operations, methods, means or facilities; or to contract out work to be done;
- E. The right to contract out work, and to establish new positions and abolish current positions;
- F. Subject to IID Policies and Procedures, the right to establish, schedule, set and enforce performance standards; promote, reclassify, transfer, assign, release and layoff employees; to suspend, demote, reduce in step or grade, discipline and discharge employees for cause and at-will, as applicable; to prescribe qualifications for employment and determine whether they are met;
- G. All the rights, responsibilities and prerogatives that are inherent in the IID by virtue of all federal, state and local laws and regulations;
- H. The exercise by the IID Board of Directors and management personnel of the rights enumerated herein above, shall not in any way directly or indirectly be subject to Policy and Procedures addressing the grievance procedure.

Article 5 - Union Rights

The IBEW shall have the right to represent its members in their employment relations with the IID. Nothing in this Article shall prohibit any employee from appearing on his or her own behalf in his or her employment relations with the District.

Article 6 - Employee Rights

Unit members shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the IID.

The District will work with IBEW on a process whereby new employees hired into IBEW represented positions will be provided information regarding IBEW and the District's IBEW representatives and/or shop stewards as part of the new hire orientation. The new employee hiring process will include providing the employee with a blank union membership application and, where practicable, an introduction to the new employee's shop steward within 30 days of hire.

Article 7 - Salaries

- A. Effective the first full pay period after ratification of this Agreement by the Board of Directors, there shall be a two and three-quarter percent (2.75%) increase and it shall apply only to members of the bargaining unit still employed on the date of final ratification of this Agreement by the IID Board of Directors. All employees who are redlined will not receive any salary increase unless the (2.75%) on-schedule increase results in a salary increase to their job classification that exceeds their redlined pay rate.
- B. Effective January 1, 2022, there shall be a two and a half percent (2.5%) on-schedule salary increase for all classifications in the bargaining unit. All employees who are redlined will not receive any salary increase unless the 2.5% on-schedule increase results in a salary increase to their job classification that exceeds their redlined pay rate.
- C. Effective January 1, 2023, there shall be a two and a half percent (2.5%) on-schedule salary increase for all classifications in the bargaining unit. All employees who are redlined will not receive any salary increase unless the 2.5% on-schedule increase results in a salary increase to their job classification that exceeds their redlined pay rate.

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D. The District will implement the salary adjustments for classifications identified with salary inequities to be effective on the first full pay period after ratification of this Agreement by the Board of Directors. The inequities will be applied to bargaining unit members still employed on the date of final ratification of this Agreement by the IID Board of Directors.

1. Mechanic Refrigeration Series 5% Grade Adjustment

- Mechanic Refrigeration I
- Mechanic Refrigeration II
- Mechanic Refrigeration III
- Mechanic Refrigeration Leader
- Mechanic Refrigeration Foreman

2. Generation Instrument & Electrical Control Operator Series 5% Grade Adjustment

- Generation Instrument & Electrical Control Operator Apprentice
- Generation Instrument & Electrical Control Operator Senior Apprentice
- Generation Instrument & Electrical Control Operator Journeyman
- Generation Instrument & Electrical Control Operator Leader
- Generation Instrument & Electrical Control Operator Foreman

4. Clerk Senior, Emergency Planning Unit – Only

- Reclassify to Regulatory & Emergency Planning Technician I to paygrade 14 employee will receive a 5% grade adjustment and become eligible for merits pursuant to applicable District policy.

5. Construction & Maintenance Resource Workers River Division Unit - Only

- The District will post five (5) Mechanic AAC Equipment for employees assigned to the AAC/Dam Maintenance section for promotional opportunity.

Article 8 - Red Circling

When the Human Resources Department demonstrates that a recruitment or retention problem exists for a particular classification, and it further determines that the recruitment or retention problem is caused by currently existing market conditions for that classification, the Human Resources Department will recommend to the Board of Directors an appropriate salary grade adjustment designed to resolve the problem. The Board of Directors in its sole discretion may approve the recommendation. The

affected classification will then be "red circled" and placed on the new salary grade on a temporary basis until the Human Resources Department determines that the recruitment/retention problem no longer exists and the Board, in its sole discretion, approves a recommendation that the classification will no longer be "red circled." The "red circled" classification will then be returned to its previous salary grade. Before the Board takes any action to no longer "red circle" a classification, the Human Resources Department will provide prior written notice to the IBEW and the opportunity to meet and confer regarding the proposed action.

Article 9 - Reclassifications

Reclassifications will be considered on an annual basis and in conjunction with the District's budget process. Upon the recommendation of the department manager, reclassification requests will be submitted to Human Resources during the month of February. Human Resources will review the requests and submit its recommendations to the Board of Directors for approval during the month of June. In its sole discretion, the Board of Directors may approve the reclassifications which will be included in the District's budget and shall be effective at the beginning of the new budget year.

Following final ratification of this Agreement by the Board of Directors, and during the term of this Agreement, the parties agree to meet and confer over reclassifications of bargaining unit members.

Article 10 – Health Benefits

- A. The District shall provide medical benefits for each full-time unit member and their eligible dependents. During the term of this Agreement, the District may change plan(s) or carriers as long as there is no substantial reduction in benefits.
- B. The employee medical benefit and vision plan contributions shall be paid by the employee by automatic payroll deductions from the employee's bi-weekly paycheck without further authorization by the employee.
- C. On October 15, 2020, The District and IBEW signed a Side Letter of Agreement to temporarily adjust the Health Plan employee contributions in Exhibit B, which is attached hereto and incorporated herein by reference.
- D. Effective January 1, 2017, the District will implement plan design changes to the District's "Health Plan A," the High Deductible Health Plan, and the Mexico PPO Plan in accordance with the health plan provisions specified in Exhibit C, which is attached hereto and incorporated herein by reference.

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- E. Employees and their qualifying dependents shall have the option of enrolling in the District's Plan A (standard PPO plan) or the District's High Deductible Health Plan that is paired with a Health Savings Account.
- F. Effective January 1, 2016, the District's maximum contribution per month per employee for medical and prescription benefit coverage in the District's Plan A, District's High Deductible Health Plan and Mexico PPO shall be as follows:

Employee only	\$635.27
Employee + 1	\$1,131.82
Employee + 2 or 3	\$1,271.70
Employee+4 or more	\$1,907.59

For Employees Enrolled In Plan A

Effective January 1, 2017, the monthly medical benefit plan contributions paid by employees enrolled in Plan A by automatic payroll deductions from the employee's bi-weekly paycheck shall be as follows:

Employee only	\$86.05
Employee +1	\$153.32
Employee +2 or 3	\$172.28
Employee +4 or more	\$258.40

For Employees Enrolled in the High Deductible Health Plan

Effective January 1, 2017, the monthly medical benefit plan contributions paid by employees enrolled in the High Deductible Health Plan by automatic payroll deductions from the employee's bi-weekly paycheck shall be as follows:

Employee only	\$13.39
Employee +1	\$23.85
Employee +2 or 3	\$26.80
Employee +4 or more	\$40.19

Any amounts in excess of the maximum monthly District contributions identified above shall be paid for by the unit member by bi-weekly payroll deductions in equal bi-weekly amounts without further authorization by the employee.

Employees may, at their choosing, make pre-tax contributions to a Health Savings Account that will be paired with their High Deductible Health Plan up to the IRS pre-tax maximum. Employees age 55 or older may make an additional \$1,000 pre-tax contribution to his/her Health Savings Account. The District does not contribute to employee Health Savings Accounts.

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- G. For retired employees hired before May 17, 2013, the District shall continue to provide medical benefits on behalf of retired employees and their eligible dependents enrolled at the time of retirement for those retired unit members who have ten years of continuous full-time District employment and who retire between the ages of fifty-five (55) and sixty-five (65). This provision does not guarantee the continuance of any specific medical benefits plan by the District.

The Board reserves the right to adjust District and retiree contribution amounts toward retiree medical premiums.

- H. The District shall provide employee-only medical benefits on behalf of retired employees for those retired unit members who are first employed by the District on or after May 17, 2013, who have ten years of continuous full-time District employment, and who retire between the ages of sixty (60) and sixty-five (65).

This provision does not guarantee the continuance of any specific medical benefits plan by the District. The retired employee may continue to pay for any coverage for the employee's spouse and/or dependents as long as the retired employee makes regular and timely payments for the excess costs. The District's contribution for retiree medical benefits shall terminate upon the sooner of the retiree's 65th birthday, upon eligibility of the retired unit member for Medicare, or upon the date that the retiree becomes covered by another employer who provides full health benefits. In the event that the retired employee fails to make regular and timely payments to the District for the excess costs, the District's contribution for retiree medical benefits shall cease.

The Board reserves the right to adjust District and retiree contribution amounts toward retiree medical premiums.

Article 11 – Retirement

The District offers the following three retirement plans:

A. 401(a) Defined Contribution Plan

All employees shall be enrolled in the District's 401(a) Defined Contribution Plan. The terms and conditions of this plan are set forth in the Summary Plan Description available in the District's Human Resources Department's Benefits section. Effective January 1, 2017, the District's contribution to the 401(a) plan shall be 9% of the employee's creditable compensation.

B. 457(b) Plan

The District offers a voluntary 457(b) retirement savings account for employees. The terms and conditions of this plan are set forth in the Summary Plan Description available in the District's Human Resources Department's Benefits section. Employee contributions shall be on a pre-tax basis up to the annual IRS pre-tax limits. The District does not provide any contributions to an employee's 457(b) account.

C. 401(k) Plan

The District offers a 401(k) retirement savings plan to each employee choosing to participate. The terms and conditions of this plan are set forth in the Summary Plan Description available in the District's Human Resources Department. Employee contributions shall be on a pre-tax basis up to the annual IRS pre-tax limits.

Effective January 1, 2018, the District will increase its contributions to the 401(k) plan for each participating employee in the amount of one dollar for every dollar the employee contributes to his/her own 401(k) plan up to an annual, calendar year maximum of one-percent (1%) of the employee's annual base salary.

Article 12 - No Concerted Refusals to Work

- A. It is agreed and understood that there will be no strike, work stoppage, sick out, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the IID by the IBEW or by its officers, agents, or members during the term of this MOU, including compliance with the requests of other employees or labor organizations to engage in such activity.
- B. The IBEW recognizes the duty and obligation of its representatives to comply with the provisions of this MOU and to make every effort toward inducing all unit members or other employees to do so and to prevent any concerted refusal to work. In the event of a strike, work stoppage, sick out, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the IID by IBEW members, the IBEW agrees in good faith to take all necessary steps to cause those members to cease such action.

It is agreed and understood that any IBEW member violating this Article may be subject to discipline up to and including termination of employment by the IID.

- C. In the event of any concerted refusal to work, the IID has the right to suspend or modify any provision of this MOU concerning leaves of absence with regard to those IBEW members who participate in the concerted refusal to work. This may include, but is not limited to, requiring medical verification for absences where there is reason to believe that the absences are the result of or an expression of concerted activity prohibited by this Article.
- D. The IID and the IBEW agree that it is to their mutual benefit to encourage the resolution of differences through the meeting and negotiations process. Therefore, it is agreed that the IBEW will support this MOU for its term and will not appear before the Board of Directors to seek change or improvement in any matter subject to the meet and confer process except by mutual written Agreement of the IID and the IBEW.

Article 13 – Negotiations Procedures

- A. Negotiations shall take place at mutually agreeable times and places. The IBEW may designate up to a maximum of four (4) members of its bargaining team who shall receive released time without loss of compensation during periods in which negotiations occur during the employee's work day. IBEW also may designate a fifth (5th) member of its bargaining team who shall be released from duty without pay when negotiations occur during the work day. This fifth member may not use vacation or other District paid leave benefits for the purposes of negotiations.
- B. Tentative Agreements reached as a result of negotiations are subject to the ratification of the IBEW, Local Union 465 members and the Board. The IBEW shall notify the IID in writing when the tentative Agreement has been ratified by its membership. The IID shall then place the tentative Agreement on the agenda for ratification by the Board of Directors. Tentative Agreements entered into subsequent to the first year of this MOU shall be ratified by the IBEW in the same manner as prescribed herein, incorporated into this MOU, signed by an authorized IBEW representative, and forwarded to the Board of Directors for final ratification.

Article 14 - Grievance Procedures

A. Definitions

- 1. A "grievance" is an allegation that there has been a violation, misinterpretation or misapplication of the specific provisions of the MOU. A grievance does not include employee discipline and/or discharge cases of any kind or the exercise of any other management right identified in Article 4 of the MOU.

2. A "grievant" can be one or more member(s) of the bargaining unit, or the IBEW itself.
3. "Day" means a day the District is open for business.

B. Scope

1. Actions to challenge or change the policies of the District as set forth in Board Policies or procedures must be undertaken under separate legal processes.
2. No grievance shall be processed through the Grievance Procedure by any grievant who pursues any other available legal remedy with an agency or judicial body that accepts jurisdiction, unless agreed to by the District. If such an agency or judicial body does not accept jurisdiction, the time limit for filing a grievance begins on the date of receipt of notification of rejected jurisdiction.
3. The Union retains the right to investigate any grievance by a member of the bargaining unit and to determine not to represent the member in the Grievance Procedure when the Union has investigated and determined that the employee's grievance has no merit. The Union retains the right to do the same thing with regard to any proposed discipline against a member of the bargaining unit under the Discipline Policy (4350) and any complaint under the Complaint Policy (4351).

C. Formal Levels

Step 1

Within ten (10) days after the occurrence of the act or omission or within ten (10) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the Grievance Report Form attached to this MOU and submit it to the Manager of Human Resources. Copies of the Step 1 grievance shall also be submitted by the grievant to the frontline supervisor and the IBEW Business Manager.

This statement shall include the specific facts and circumstances involved, the specific provision of the MOU allegedly violated, misinterpreted or misapplied, how the grievant was adversely affected, the decision rendered at the informal level, and the specific remedy sought.

After the grievance has been filed, within the above time limits, a personal conference will be held if requested in writing by the grievant or the frontline supervisor. The frontline supervisor shall communicate a decision to the grievant in

writing within ten (10) days after receiving the grievance. If the frontline supervisor does not respond within the time limits, the grievant may appeal to the next step.

Step 2

In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision on the appropriate form to the Department Head or designee within ten (10) days of the decision of the frontline supervisor. Copies of the Step 2 grievance shall also be submitted to the Manager of Human Resources and the IBEW Business Manager. If the decision by the frontline supervisor is not appealed within the ten (10) day period, any right to appeal shall be deemed waived. The statement shall include a copy of the original grievance, the decision rendered, and an explanation of the reasons for the appeal.

Either the grievant or the Department Head or designee may request a personal conference within the above time limits. If either the grievant or the Department Head or designee requests a personal conference, there shall be a personal conference on the grievance.

The Department Head or designee shall communicate a decision in writing to the grievant, including the reasons for the decision, within ten (10) days after receiving the appeal. Copies of this written decision shall also be submitted by the grievant to the supervisor involved in the grievance, the Manager of Human Resources and the IBEW Business Manager. If the Department Head or designee does not respond within the time limits, the grievant may appeal to the next step.

Step 3

In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision on the appropriate form to the Manager of Human Resources within ten (10) days of the decision of the Department Head or designee. A copy of the Step 3 grievance shall also be submitted to the IBEW Business Manager. If the decision by the Department Head or designee is not appealed within the ten (10) day period, any right to appeal shall be deemed waived. The statement shall include a copy of the original grievance, the decision rendered, and an explanation of the reasons for the appeal.

Either the grievant or the Manager of Human Resources may request a personal conference within the above time limits. If either the grievant or the Manager of Human Resources requests a personal conference, there shall be a personal conference on the grievance.

The Manager of Human Resources shall communicate a decision in writing to the grievant, including the reasons for the decision, within ten (10) days after receiving

the appeal. Copies of this written decision shall also be submitted by the grievant to the supervisor involved in the grievance and the IBEW Business Manager. If the Manager of Human Resources does not respond within the time limits, the grievant may appeal to the next step.

Step 4

In the event that the grievant is not satisfied with the decision at Step 3, the IBEW may request to the Manager of Human Resources that the grievance be submitted to a neutral arbitrator within ten (10) days of the decision of the Manager of Human Resources. Such request must be in writing and shall be accompanied by a written statement from the IBEW agreeing to take the grievance to arbitration. If the request for arbitration is not filed within the ten (10) day period, any right to arbitrate the grievance shall be deemed waived.

The arbitrator shall be selected in revolving order from the following list of neutral hearing officers:

David Hart
Joseph Gentile
Robert Bergeson

The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted, and shall determine a settlement which will resolve the grievance.

The arbitrator shall be subject to the following limitations:

- 1) The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement but shall determine only whether or not there has been a violation of this Agreement as alleged by the grievant.
- 2) The arbitrator shall have no power to establish salary structures.
- 3) The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
- 4) All fees and expenses of the arbitrator shall be shared equally by the District and the IBEW. All other costs, except for release time for the grievant(s) and employee witnesses will be borne by the party incurring them.
- 5) If the District claims that a grievance should be dismissed because it falls outside the scope of the procedure, or the grievant did not properly follow the Grievance

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Procedure, such a claim shall, at the option of the District and upon reasonable notice be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The District may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits, but the District shall notify the IBEW prior to any hearing concerning any issue of arbitrability.

- 6) The decision of the arbitrator shall be binding on the grievant, the IBEW, and the District.
- 7) The arbitrator shall have no power to render a recommended settlement on a grievance filed before the effective date of this MOU or after the termination of this MOU.

D. Miscellaneous

- 1) No grievant shall use the Grievance Procedure to appeal any decision of the District or its representative if such decision is pursuant to any order of, or consent agreement with, any state or federal court, regulatory commission or agency.
- 2) For purpose of efficiency, the District or the IBEW may consolidate grievances involving similar issues.
- 3) Grievances shall be filed and processed on Grievance Report Forms attached to this Agreement.
- 4) Time limits provided for at each level shall begin the day following the occurrence of the act or omission, the receipt of the grievance or appeal of written decision, etc. Time limits may be extended or shortened only by mutual agreement in writing.
- 5) A grievant may be represented at all steps of the Grievance Procedure by an IBEW designated representative.
- 6) The District shall not take reprisals against any member of the bargaining unit because he or she filed a grievance or participated in the processing of a grievance.
- 7) Any member of the bargaining unit may at any time present grievances to the District and have such grievances adjusted without the intervention of the

exclusive representative, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of the Agreement.

- 8) The District shall not agree to a resolution of the grievance until the IBEW has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 9) All grievance forms and any attachments thereto shall be filed in a grievance file separate from the permanent personnel file. When it is necessary for a representative designated by the IBEW to attend a grievance meeting or hearing during the day, he or she will, upon written notice to the Manager of Human Resources by the IBEW Business Manager, be released without loss of pay in order to permit attending a grievance meeting or hearing in compliance with Article. No other release time without loss of pay shall be granted under this Article.
- 10) Upon at least forty-eight (48) hours prior written notice to the Manager of Human Resources, any unit member who is requested to attend a grievance meeting or hearing, as a witness will be released without loss of pay only for the grievance meeting or hearing.
- 11) The IBEW either on its own behalf or on behalf of more than one unit member, may initiate a grievance at Step 1 of Formal Level or the appropriate level depending on who is being grieved.

Article 15 - Promotional Movement

An IBEW member who completes his or her probationary period after a promotion to a higher classification shall not be eligible to return to his or her former position unless there is a budgeted vacancy in that position and it is approved by the District.

Article 16 - Effect of Agreement

- A. The IID and the IBEW mutually agree that the terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties as to those terms which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
- B. The IID and the IBEW mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and

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negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement or any extension thereof. During the term of this Agreement, the IID has the right to act on any matter not addressed in this Agreement as long as such action is not in violation of a specific term of this Agreement.

- C. To the extent any express term of this Agreement is in direct conflict with a term in any District Policy and Procedure, the Agreement term shall prevail and the Policy and Procedure shall be interpreted in a manner to conform it to the terms of this Agreement. The District may amend, change, delete or adopt policies and practices so long as such policies and practices do not violate specific and express terms of this Agreement.
- D. The following IID Policies, which are attached hereto and incorporated by reference, shall be modified for members of IBEW:
 - Policy No.: 4101 – Employment Policy
 - Policy No.: 4293 – Vacation Policy
 - Policy No.: 4295 – Sick Leave
 - Policy No.: 4298 – Bereavement Pay
 - Policy No.: 4300 – Standby Duty
 - Policy No.: 4305 – Tuition Reimbursement
 - Policy No.: 4350 – Employee Discipline
- E. Following final ratification of this Agreement by the Board of Directors, the District will establish a subcommittee composed of four Union members and four District management members to develop recommendations for policy language pertaining to Policy No. 1604 – Automotive Accident Prevent and will present recommendations to full group.
- F. Following final ratification of this Agreement by the Board of Directors, the Union shall have one (1) non-voting representative attend the "Selection Oversight Committee" meetings to review the selection process for hourly representative classifications.
- G. Following final ratification of this Agreement by the Board of Directors, the District shall amend SOP Employee Safety Shoe Program to increase the boot allowance from \$150 to \$200. Annual vouchers will be issued no later than by April 1. Issues with the Boot Program will be discussed with a committee of no more than two Union Members and two Management Members.
- H. Following final ratification of this Agreement by the Board of Directors, the District will change Apprentices' probationary period from a 48-month "At-Will status to a 12-

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month probationary period "At-Will" status pursuant to policy and procedure 4101, Employment Process, Section IV, Paragraph 15 (Probationary Period) subparagraph a.

- I. Following final ratification of this Agreement by the Board of Directors, the District will add the following causes for apprentice discipline as item 55 to policy and procedure 4350, Appendix A:

55. Cause for Apprentice Discipline, may include but is not limited to:

- 1) Involvement in class disturbance.
- 2) Unsatisfactory school attendance.
- 3) Unsatisfactory class test scores(s).
- 4) Unsuccessful completion of apprenticeship course standard of "C" or better.
- 5) Unsatisfactory Employee Evaluation rating of less than 3.0.
- 6) Unsatisfactory attendance on the job.
- 7) Failure to pass Senior Apprentice or Journeyman written examinations with a minimum score of 80%.
- 8) Failure to pass the Senior Apprentice or Journeyman practical (hands-on) examinations with a minimum score of 80%.
- 9) Failure to complete and submit timely OJT record.
- 10) Failure to progress to the next step for two (2) consecutive evaluation periods.
- 11) Failure to keep administration informed of any status changes, including change of address, telephone number or email.
- 12) Failure to follow JAC or Program Administration directives.
- 13) Failure to follow the rules, regulations, and policies set forth in the District's JAC Bylaws, LEA's Student Handbook or other applicable rules and regulations.

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14) Violation of District policies including Appendix A of Employee Discipline policy 4350, safety protocols and other standard work practices applicable to the Apprentices.

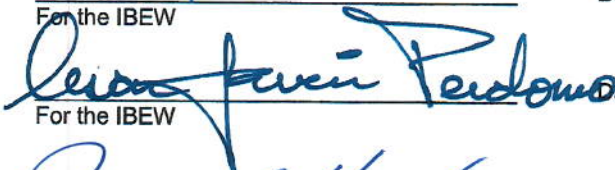
- J. Following final ratification of this Agreement by the Board of Directors, the Union and District representatives will hold informational meetings at a date and time that is safe for all parties on District time and on District property (or over remote video conference such as WebEx) to explain changes and answer questions regarding this Agreement.

Signatures



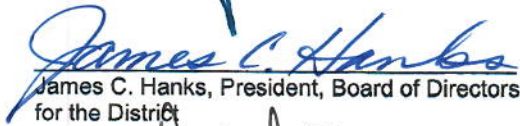
For the IBEW

Date: 7/24/21



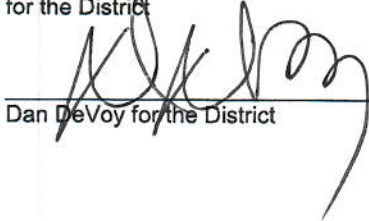
For the IBEW

Date: 7-26-2021



James C. Hanks, President, Board of Directors
for the District

Date: 8/3/2021



Dan DeVoy for the District

Date: 07-26-21

Ratified by the Governing Board of the District at an open Board meeting on

August 3, 2021.

Exhibit A – Hourly Classifications

Account Clerk
Account Clerk Senior
Accounting Technician
Accounting Technician Senior
Accounts Payable Specialist
Accounts Payable Specialist Lead
Administrative Assistant I
Administrative Assistant II
Administrative Assistant III
Basin Operator
Basin Operator Leader
Carpenter
Carpenter Foreman
Carpenter Leader
Civil Construction Technician
Claims Investigator I
Clerical Technician
Clerk General
Clerk Senior
Conservation Program Rep Water I
Conservation Program Rep Water II
Construction Resources Worker
Construction Resources Worker Foreman
Construction Resources Worker Leader
Contract Specialist
Control Operator Apprentice
Control Operator Apprentice Senior
Control Operator Journeyman
Customer Account & Services Representative I
Customer Account & Services Representative II
Customer Account & Services Representative Lead
Customer Billing & Services Technician
Customer Service Project Inspector
Customer Service Project Inspector Leader
Customer Service Proposal Representative I
Customer Service Proposal Representative II
Distribution Estimator I
Distribution Estimator II
Distribution Estimator III
Distribution Systems Operator
Electric Powerline Inspector
Electric Systems Operator
Electrician Apprentice
Electrician Apprentice Senior

Electrician Apprentice Senior
Electrician Foreman
Electrician Journeyman
Electrician Leader
Energy Efficiency Technician
Engineering Aide I
Engineering Aide II
Engineering Aide III
Engineering Technician I
Engineering Technician II
Engineering Technician III
Field Service Technician
Fire Extinguisher Technician
Fleet Services Leader
Fleet Services Specialist
Foreman Service Station
Gardener
Generation Instrument & Electrical Controls/Operator Apprentice
Generation Instrument & Electrical Controls/Operator Apprentice Senior
Generation Instrument & Electrical Controls/Operator Foreman
Generation Instrument & Electrical Controls/Operator Journeyman
Generation Instrument & Electrical Controls/Operator Leader
GIS Technician I
GIS Technician II
Hatchery Operations Coordinator
Hatchery Worker
Hatchery Worker Leader
Hazardous Materials Technician I
Hazardous Materials Technician II
Heavy Equipment Operator I
Heavy Equipment Operator II
Heavy Equipment Operator Leader
Heavy Transport Foreman
Heavy Transport Leader
Heavy Transport Truck Driver
Human Resources Technician I
Human Resources Technician II
Human Resources Technician III
Hydro Operator Apprentice
Hydro Operator Apprentice Senior
Hydro Operator Journeyman
Hydro Operator Leader
Hydrographic Technician
Infrastructure Construction Inspector I
Infrastructure Construction Inspector II
Instrument/Electrician Technician Apprentice
Instrument/Electrician Technician Apprentice Senior

Instrument/Electrician Technician Foreman
Instrument/Electrician Technician Journeyman
Instrument/Electrician Technician Leader
Janitor
Line Clearance Trimmer
Line Clearance Trimmer Leader
Lineman Apprentice
Lineman Apprentice Senior
Lineman Apprentice Senior with Rubber Gloving
Lineman Foreman with Rubber Gloving
Lineman Journeyman with Rubber Gloving
Lineman Leader with Rubber Gloving
Locksmith/Cabling Leader
Machinist I
Machinist II
Machinist III
Machinist Leader
Machinist/Metalsmith Foreman
Maintenance Carpenter I
Maintenance Carpenter II
Maintenance Carpenter III
Maintenance Carpenter Leader
Materials Coordinator
Materials Technician
Materials Technician Foreman
Materials Technician Leader
Mechanic AAC Equipment
Mechanic Auto III
Mechanic Equipment Maintenance I
Mechanic Equipment Maintenance II
Mechanic Equipment Maintenance III
Mechanic Equipment Maintenance Leader
Mechanic Foreman
Mechanic Generation Apprentice
Mechanic Generation Apprentice Senior
Mechanic Generation Foreman
Mechanic Generation Journeyman
Mechanic Generation Leader
Mechanic Heavy Equipment III
Mechanic I
Mechanic II
Mechanic III
Mechanic Leader
Mechanic Refrigeration I
Mechanic Refrigeration II
Mechanic Refrigeration III
Mechanic Refrigeration Leader

Metalsmith I
Metalsmith II
Metalsmith III
Metalsmith Leader
Meter Reader
Meter Reader Senior
Meter Route Technician
Meter Technician Apprentice
Meter Technician Apprentice Senior
Meter Technician Foreman
Meter Technician Journeyman
Meter Technician Leader
Operations Analyst Water I
Operator Line Equipment
Payroll Administrative Assistant
Personal Computer Technician
Planner/Scheduler
Plumber
Plumber Leader
Power Dock Attendant
Power Dock Materials Coordinator
Power Plant Mechanic/Operator Apprentice
Power Plant Mechanic/Operator Apprentice Senior
Power Plant Mechanic/Operator Foreman
Power Plant Mechanic/Operator Journeyman
Power Plant Mechanic/Operator Leader
Power Troubleshooter
Power Troubleshooter Foreman
Power Troubleshooter Leader
Printer Coordinator
Printing Press Operator
Program Compliance Rep
Programmer
Programmer Senior
Property Damage & Claims Adjuster
Purchasing Technician I
Purchasing Technician II
Real Estate Services Coordinator
Records Specialist I
Records Specialist II
Regulatory and Emergency Planning Coordinator I
Regulatory and Emergency Planning Coordinator II
Relay Technician Apprentice
Relay Technician Apprentice Senior
Relay Technician Foreman
Relay Technician Journeyman
Relay Technician Leader

Reliability Compliance Technician
Resource Scheduler
Safety Technician I
SCADA/ Telecommunications Apprentice
SCADA/ Telecommunications Apprentice Senior
SCADA/ Telecommunications Foreman
SCADA/ Telecommunications Journeyman
SCADA/ Telecommunications Leader
Secretary Administrative
Security Guard
Service Desk Technician
Service Representative I
Service Representative II
Shift Supervisor
Shift Supervisor Systems Operations
Steam Plant Technician I
Substation Electrician Apprentice
Substation Electrician Apprentice Senior
Substation Electrician Foreman
Substation Electrician Journeyman
Substation Electrician Leader
Survey Party Chief
Survey Technician
Telecommunications Journeyman
Telecommunications Technician Apprentice
Telecommunications Technician Apprentice Senior
Telecommunications Technician Foreman
Telecommunications Technician Journeyman
Telecommunications Technician Leader
Utility Alert Coordinator
Utility Worker
Vegetation Line Clearance Inspector
Water Conservation Data Technician I
Water Conservation Data Technician II
Water Dispatcher I
Water Dispatcher II
Water Dispatcher Specialist
Water Division Coordinator
Water Patrolman
Work Order Control Coordinator
Work Order Scheduler
Zanjero

EXHIBIT B

SIDE LETTER AGREEMENT BETWEEN THE IMPERIAL IRRIGATION DISTRICT AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 465

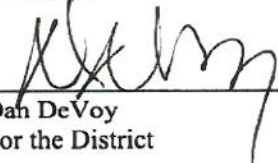
October 15, 2020

The Imperial Irrigation District and the International Brotherhood of Electrical Workers, Local 465 ("IBEW"), having met and conferred on issues impacting the terms and conditions of employment for IBEW bargaining unit employees, agree that, effective January 1, 2021, the District will provide a temporary one year increase, that shall apply during 2021 only, to the maximum contribution per month per employee that the District shall pay toward the total cost of medical and prescription benefit coverage (as set forth in Attachment "A" to this side letter). This is a temporary agreement and will expire on its own terms at the earlier of December 31, 2021 or upon ratification by the Board of Directors of a subsequent side letter between the District and IBEW on this issue or a subsequent Memorandum of Understanding between the District and IBEW

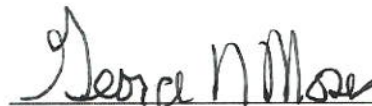
The terms and conditions contained in this Side Letter Agreement are contingent on all three bargaining groups [International Brotherhood of Electrical Workers (IBEW), Professional/Salaried Association (PSA) and the Executive Management Association (EMA)] entering into a substantially similar Agreement.



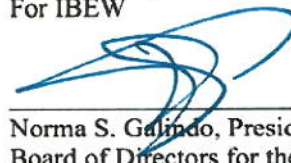
Nate Fairman
For IBEW



Dan DeVoy
For the District



George Moscos
For IBEW



Norma S. Galindo, President
Board of Directors for the District

Plan	2020 Current Monthly Contributions (Rate Cap)		2021 MONTHLY CONTRIBUTIONS (Adjusted Rate Cap)	
	Employer Cost/Cap ²	Employee Cost	Employer Cost/Adj. Cap ¹	Employee Cost
Active - PPO Plan A (Medical & Rx)	Active (Medical & Rx) - PPO Plan A		Active (Medical & Rx) - PPO Plan A	
Employee Only	\$635.27	\$86.05	\$662.73	\$86.05
Employee Plus One	\$1,131.82	\$153.32	\$1,180.74	\$153.32
Employee Plus Two or Three	\$1,271.70	\$172.28	\$1,326.67	\$172.28
Employee Plus Four or More	\$1,907.59	\$258.40	\$1,990.04	\$258.40
Active - PPO Plan B (Medical & Rx)	Active (Medical & Rx) - HSA Plan B		Active (Medical & Rx) - HSA Plan B	
Employee Only	\$635.27	\$13.39	\$659.96	\$13.39
Employee Plus One	\$1,131.82	\$23.85	\$1,175.81	\$23.85
Employee Plus Two or Three	\$1,271.70	\$26.80	\$1,321.13	\$26.80
Employee Plus Four or More	\$1,907.59	\$40.19	\$1,981.73	\$40.19

9

Current benefits shown here are for exhibit purposes only. In the case that benefits shown here differ slightly in detail or do not fully clarify exact current benefits, the current SPD will prevail as the governing document.

**IMPERIAL IRRIGATION DISTRICT
MANUAL OF OPERATIONS**

SUBJECT: Employment Process

DATE: August 3, 2021

Deleted: February 7, 2009

POLICY AND PROCEDURE: No. 4101

RESPONSIBLE DEPARTMENT: Human Resources

I. PURPOSE

To prescribe the procedure to be followed in filling job vacancies and promotional opportunities and to ensure equal opportunity employment practices in all hiring and promotion decisions.

II. SCOPE

This procedure is applicable to all departments.

III. REVISION/RECISSION

This revision supersedes Policy and Procedure 4101, Employment Process dated February 7, 2009. This policy is to be inserted in numerical order in the policy and procedure handbook.

Deleted: July 1, 1992

IV. DEFINITIONS

1. Vacant Position - A vacant position exists when an authorized position is not currently filled, or was filled and is vacated, or a new position is created that will require the approval of the General Manager to begin the employment process. Applicants for vacant positions will be recruited District-wide and/or externally as determined by the availability of qualified applicants.

A position in a section/unit may be posted and filled from within the section or unit only when the position will be filled by an employee currently assigned to that section/unit, and the number of employees allocated to the section/unit will not increase as a result of the employment process, and the position subsequently vacated will not be filled.

2. IID-392, Bid for Position - A form completed by employees to apply for promotional opportunities within the District. The form allows employees to list their education and qualifications for positions they apply for and authorizes the selection panel to review the employee's personnel file.
3. IID-356, Employment Application - A form completed by outside applicants for specific vacancies that occur at the District. A resume will be considered an application if submitted in response to an outside advertisement for a specific position. Applicants selected for an interview must complete a District application form prior to the interview. Unsolicited resumes or applications are not considered "active applications" for the purpose of this policy and procedure, but may be forwarded to a department to review for future potential job openings.

4. IID-358, Request for Personnel - A form completed by departments to request the hiring of additional personnel, replacement of personnel, or the establishment and filling of a new classification. This form requires review and/or approval by unit and section supervisors, department manager(s), Manager, Human Resources, and the General Manager.
5. Salary or Grade Levels - The salary or grade level established for District positions through an internal job evaluation system.
6. Job Descriptions - Formal written documents that describe the duties of a position. The document includes the education, experience, knowledge, abilities and other requirements of a position.
7. Job Postings - Notices of job openings that are placed on District bulletin boards or distributed to employees to inform applicants and employees who may be interested in applying for a job.
8. Interview Panel - A panel is composed of two supervisors from the hiring department and a supervisor from another department who conducts employment interviews and submits their hiring recommendation to Human Resources Department for processing. A Human Resources Department representative monitors the employment selection process for compliance with District Policy and Procedures and to ensure equal employment opportunity practices are followed. Where appropriate, foremen, professional level personnel, and other individuals with specialized expertise relevant to the position will be included to replace one of the three panel supervisors identified by Human Resources for replacement. Appropriateness will be determined by the Human Resources Department.

For upper management or other professional positions, Board Members or other outside persons may replace one or more of the three supervisors on the panel.

9. IID-397, Interview Rating Sheet - A selection form on which essential job duties taken from the job description are listed and weighted. This form allows the hiring panel to numerically rate applicants and employees and provides documentation of the selection of the three highest ranked candidates.
10. IID-396, Supervisory Appraisal - Employment Candidates - A selection form on which the interview panel provides a written explanation for the selection of the three highest ranked candidates from the group interviewed for the position(s). Written explanations will be required for additional candidates who are recommended for employment.
11. IID-358.2, Employment Recommendation - A selection form used to list the three highest ranked candidate(s) recommended for employment based on their ranking after interviews are completed. This form is prepared by the hiring supervisor and reviewed by the section and the Employment Section prior to departmental manager approval. The department manager will select any of the top three (the rule of three) candidate(s) for hire. If a second interview is requested, the department manager will assign the panel members with Human Resources Manager approval. The tentative selection will become final when the selection has been approved in writing by the Manager, Human Resources Department.

New hires are usually placed at the first step of the position, unless the position is difficult to fill otherwise, or the candidate has exceptional skills and experience. Employees selected to fill a request will receive a 5% increase for promotions or the first step of the new salary range. When recommendations for more than a 5% increase are made, justification must accompany the recommendation for Human Resources review and the General Manager's approval.

A lesser rate of pay may result when an employee applies and is selected for a position with a lower pay grade, or when an employee's qualifications are insufficient to recommend retaining their current pay.

12. IID-117, Personnel Action Request - A form used to initiate and recommend employment actions such as hires, terminations, lateral moves, promotions, merits, etc. The information provided on the form is also used by the Human Resources Department to update personnel information and records. The General Manager or the General Manager's designee shall approve hires, rehires, promotions, demotions, or terminations.
13. Rule of Three – Written notice submitted by the hiring department in which the department recommends the candidate(s) to be hired from any of the top three highest ranked to the Human Resources Department for approval.
14. Employment at-will – “At-will employment” refers to a non-contractual employment relationship which either party can terminate without notice, at any time, and for any reason not prohibited by law. At-will employees do not have a property interest in employment and are terminable without cause or reason at any time upon notice.
15. Probationary Period
 - a. New Hires and Rehires - Employees hired or rehired on or after the date of final ratification by the Board of Directors of an MOU containing this provision shall serve a probationary period of one year. During this one-year period, a probationary employee is at-will and may be released without cause or reason. Such period of probation shall not be extended except for periods of absence which total at least thirty (30) work days. In such cases the probationary period will be extended only by the number of days in excess of a total of thirty (30) work days of absence.
 - b. Probationary Period for Active Employees - Employees who are promoted, transferred, or demoted are subject to a six-month probationary period and may be released during this period from the job classification to which promoted for unsatisfactory job performance or for misconduct. Released employees, if not terminated from all employment for cause, may be returned to their previous position. If the previous position has been filled by a probationary employee on an initial probationary period, that probationary employee shall be released from District employment. If the previous position has been filled by a current employee on probation, that employee will be returned to the former position.

16. Equal Employment Opportunity – Equal employment opportunity is a legal requirement established under federal and state law and is District policy. Refer to Equal Employment Opportunity and Unlawful Discrimination and Harassment, Policy and Procedure No. 4320.
17. Background Investigation - An inquiry performed to verify a prospective employee's previous employment, education, re-employment eligibility, driving record, criminal history and credit history. If an applicant is rejected based on the information obtained, a copy of the background investigation must be provided to the applicant in accordance with the Fair Credit Reporting Act (FCRA).

The Human Resources Department will verify that a prospective employee hired into a classification requiring a Commercial Driver License (CDL), Class "A" must not have tested positive in accordance with Department of Transportation (DOT) guidelines at a previous employment during the two years prior to employment with the District. An applicant who has been reported to have had a positive test result will not be eligible for hire.

18. Skill Tests - Examinations administered to applicants and employees designed to test for skills and abilities needed to perform job-related duties. Notices of examinations will be included on job postings or provided to employees at least five (5) business days, as identified in the District's published calendar, before the date of examination, stating the purpose of the examination and generally describing the subject matter to be covered.

19. Categories of District Employees

- a. Full-time Employee – An employee whose regular work schedule is 40 hours per work week and who has successfully completed a probationary period.
- b. Probationary Employee – At-will employee who may be released without cause at any time during the probationary period.
- c. Part-time Employee – At-will employee whose regular work schedule does not exceed 30 hours in a workweek and who may be released without cause.
- d. Temporary Employee – At-will employee who is employed for short-term projects or short-term needs, to fill in for a temporarily absent employee, or to fill in while the employment process is taking place, and who may be released without cause and without appeal rights. The employment period is not to exceed six months and may be extended in extraordinary circumstances for an additional six months with the approval of the Human Resources Department.
- e. Limited Term Employee – At-will employee who is recruited for a specific project or program for a specific period of time, but not to exceed 36 calendar months and who may be released without cause at any time. Employees hired in this category are eligible for benefits offered to regular full-time employees but are not entitled to administrative appeal rights.

- f. Student Employee – At-will seasonal employee hired during the summer or winter season who may be released without cause and without administrative appeal rights.

V. POLICY AND PROCEDURE

The District's employment process consists of the following steps: (1) recruitment, (2) selection, (3) orientation, and (4) placement.

1. Recruitment

- a. District employees may be recruited internally through the bid process or externally through word-of-mouth, advertisements in print or electronic media, or by on-site visits at educational institutions, technical training facilities, job fairs or recruitment agencies.
- b. The recruitment process is initiated when a current position becomes vacant, a new position is approved for recruitment, and a Request for Personnel is submitted to the Employment & Compensation Section by the hiring supervisor or department, and is approved by the Manager, Human Resources Department.
- c. When a position is not included in the staffing budget approved by the Board of Directors for the current fiscal year, the request for the new position will be forwarded to the Manager, Human Resources Department for review and General Manager along with an explanation and budget justification for additional staff.
- d. Prior to the recruitment process the supervisor requesting the position will review the job description and physical requirements and verify that the required qualification, knowledge, skills, and abilities are identified and accurately described. If the requested position is a new job classification the supervisor will provide a draft job description. Once the new job description has been completed and approved by the General Manager, the Employment & Compensation Section will proceed with the recruitment process. The job description cannot be modified after the recruitment process begins.
- e. If the hiring department takes no action for ninety (90) calendar days at any time during the process, the request may be cancelled and a new request must be submitted to reinstate the employment process.
- f. During the recruitment process, jobs will be posted internally and may be posted and advertised externally, depending on the needs of the department and recommendation of the Human Resources Department.

1) Bid Process – Once a vacancy is approved and a job description finalized, the job will be posted on District bulletin boards for ten (10) business days, as identified in the District's published calendar, to allow current employees to submit a "Bid for

Position.” Employee bids will not be accepted after the posting period expires. Faxed copies of employee bids received before the expiration of the deadline will be accepted, but will not be processed unless an original bid form is received before the selection panel reviews employee bids.

2) Eligibility Criteria:

- i. Full-time Employee - Eligible to bid.
 - ii. Probationary Employee – ~~Not eligible to apply for job openings~~ during the ~~initial 12-month~~ probationary period, ~~and, if selected, will serve a new probationary period. Employees who have not completed their initial probationary period of one year will commence a new initial probationary period if they are selected for a new position.~~
 - iii. Part-time Employee – Eligible to bid after completion of one year of employment.
 - iv. Limited Term Employee – Eligible to bid after completion of one year of employment.
 - v. Student Employee – Not eligible to bid.
- 3) The Human Resources Department will list jobs that are open to the outside for recruitment on the District telephonic “job-line”, the District website, with the California Employment Development Department and other local or nation wide media, colleges and universities or other educational institutions as needed. Professional vacancies may be advertised in trade publications, regional newspapers and other websites, as appropriate. The hiring department will provide funding for advertising. Recruiting costs will be the responsibility of the Employment & Compensation Section when advertising within the District service area.
- 4) At the request of the hiring department and approval of the Manager, Human Resources Department, the Employment & Compensation Section may institute recruitment through a professional recruitment agency. Funding for outside recruitment will be the responsibility of the requesting department.

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2. Selection Process

- a. Interview Panel – The interview panel, with assistance from the Human Resources Department, will prepare job related questions with assigned weights based upon the essential duties listed in the job description. The Human Resources representative is responsible for reviewing all job related interview questions, employment tests and the weighted Interview Rating Sheet and approves or disapproves and has the authority to modify any of the above documents submitted by the department. The Employment and Compensation Section will administer all tests.

b. Preliminary Screening

- i. The Employment and Compensation Section will screen employee bids and external applications for qualified candidates and refer the best-qualified pool of applicants to the interview panel. The interview panel will screen the applications referred by the Employment & Compensation Section and select the best qualified applicants for interview based upon their job-related experience, skills, licenses, references and required certifications. The interview panel may screen down to a lesser number of the most qualified applicants. The maximum number of candidates to interview is eight for each open position. At the conclusion of the screening process, the Human Resources Representative will certify that the applicants selected for interview are the best-qualified candidates and meet the minimum qualifications for the position. The District reserves the right to not refer any applicant for job related or other non-discriminatory reasons.
- ii. The hiring department may recommend canceling the selection process by submitting a written request or recommend the position be re-posted based on the quality and/or quantity of applicants in the applicant pool. The Manager, Human Resources Department will review and approve the recommendation.
- iii. The Human Resources Department Representative and the hiring supervisor may recommend "qualified" candidate(s), waiving the selection process when three or less "Bids for Position" have been received during the recruitment process ("rule of three"). The department manager may recommend any one of the qualified candidates for the position by submitting a written narrative of the candidate(s) selected to the Human Resources Department for approval.
- iv. All panel members shall sign a "Confidentiality Agreement" prior to the selection process. Any panel member not in agreement with the terms outlined in the "Confidentiality Agreement" will be excused from the hiring process. Recruitment, interview and selection information and procedures specific to a particular candidate or candidates are confidential. Panel members shall not discuss this information with candidates or other persons not involved in the selection process, or provide documents to candidates or others used in the selection process unless such documents are public records under state law. In such case the Human Resources Department shall be the responsible party for supplying such documents. The Manager, Human Resources Department shall take disciplinary action for violation of this policy.

c. Interviews

- i. The Employment and Compensation Section will schedule and coordinate all interviews after advising interview panel members on selection and interview techniques. The panel will interview internal and external applicants who have been selected for interview.

- ii. Each interview will be no longer than (1) hour. Immediately after each interview, appropriate numerical values will be assigned for each candidate interviewed on each essential function listed on the rating sheet based on the interview, job-related experience or skills, or other related information reflecting a candidate's qualifications or suitability for the position.
- iii. The reasons for acceptance or suitability will be written by the hiring supervisor in clear, concise, and meaningful terms for the three highest rated candidates. If more than one position is being filled, additional supervisory write-ups will be required for each additional position. Any candidate rated below 70 points will not be recommended for hire.
- iv. In extraordinary conditions (where the Human Resources Representative or the hiring supervisor is not in agreement), a request may be made to re-interview the top candidates, in order to arrive at a hiring decision, with the approval of the Manager, Human Resources Department.
- v. If the Human Resources Representative is not in agreement with the interview results, the Human Resources Department may direct the panel to conduct a second interview with a different panel or cancel the request and initiate a new recruitment process.
- vi. If the interview panel determines that none of the candidates are sufficiently qualified to be employed they will meet with the Human Resources Representative to schedule additional interviews or initiate the recruitment process.
- vii. The Human Resources Representative will prepare the composite interview rating sheet by averaging the scores from each panelist's interview rating sheet. The hiring supervisor will complete the Employment Recommendation form listing the candidate(s) recommended for employment. The interview panel shall not negotiate salary, terms or conditions of employment with a job candidate make a job offer, or promises before, during or after the interview.
- viii. The hiring supervisor will submit the Rating Sheets, Supervisory Write-ups, and the Employment Recommendation with the names of the three highest rated candidates to the Employment and Compensation Section for review and approval.
- ix. The Human Resources Department will submit the recommendation to the Department Manager who will then select the candidate best suited for the position. The department manager will return the Employment Recommendation and the name(s) of the candidate they are recommending for the position to the Manager Human Resources who will then approve the hiring. Should the Department Manager determine the top three candidates are not suitable for the position, they may cancel the recruitment and/or repost, or solicit additional candidates.

- x. After review by the Manager, Human Resources Department, the Personnel Action request will be prepared. The Manager, Human Resources will resolve any issues requiring further review. If the selection is not approved, further action will be at the direction of the General Manager who may cancel a request, direct further interviews or suspend action until a decision is made on how to proceed.
- xi. The Employment and Compensation Section will notify department supervision and the candidate who was selected for the position and prepare a job offer letter stating salary, benefits, and other terms and conditions of employment based on the candidates' qualifications and experience.

d. Conditional Post Job Offer–

- i. As a condition of employment, all newly selected candidates and previously employed candidates with a break in service will be required to successfully complete a post-offer background check, which may include a credit report, reference check, and degree and employment verifications. If the background check including reference letters, credit report, degree verification are considered unsatisfactory, the offer will be withdrawn. Based on successful completion of the above conditions, a medical evaluation and a negative drug test are required. If the examining physician concludes that the applicant is able to perform the essential functions of the job classification, with or without accommodation, and all the other terms and conditions have been met, the Human Resources Department will coordinate with the hiring supervisor and arrange for a starting date. If the drug test is positive and/or the medical evaluation shows that the applicant is unable to perform the essential functions of the job, with or without accommodation, the conditional job offer will be rescinded.
- ii. A medical evaluation is required when a current employee is selected for a position requiring higher physical aptitude than the currently held position. Once the examining physician concludes that the employee is able to perform the essential functions of the job classification, with or without accommodation, the Human Resources Department will coordinate with the hiring supervisor and arrange for a starting date.
- iii. A controlled substance and alcohol test under DOT regulations are required of a current employee or applicant who is selected for a position that requires them to hold a CDL prior to reporting to the new position or prior to employment in accordance with DOT guidelines. A positive drug or alcohol test will result in withdrawal of the offer. Employees who are required to hold a CDL will be required to participate in the DOT random drug and alcohol testing program. Once negative test results are received, the Human Resources Department will coordinate with the hiring supervisor and arrange for a starting date.

- iv. If it is determined that any applicant has made material misstatements or omissions in the application, the Manager, Human Resources shall recommend to the General Manager, that such applicant be disqualified. If hired, prior to discovery of the material misstatement or omission, the applicant will be subject to be release from District employment.

Applicants who are rejected on the basis of unsatisfactory results or material misstatements or omissions in their application will be ineligible for hire at the District for three years from the notification date.

- e. Notification – The Employment and Compensation Section will notify all the unsuccessful applicants when a position has been filled. All inquiries posed by candidates as to why they were not selected will be directed to the Manager, Human Resources Department. If the department cancels a request, the Employment & Compensation Section will inform all concerned applicants, as soon as possible, of the cancellation.

3. Employee Orientation

- a. Prior to reporting to work, the selected candidate will be scheduled for an employment orientation with the Employment and Compensation Section during which all necessary forms will be completed and signed. The Employment & Compensation Section will coordinate with the various Human Resources Sections to schedule further orientations.
- b. The Supervisory Orientation - the hiring Department is also responsible for reviewing the sections operational procedures such as:
- Introduction to co-workers
 - Explanation of unit, section, and department organization
 - Explanation of probationary periods
 - Communication of specific job duties and assignments
 - Training requirements
 - Performance and attendance standards
 - Safety rules and regulations
 - Reporting of hazards, injuries, accidents and completion of necessary forms
 - General work rules
 - Mandatory benefits and safety orientations
 - Equal Employment Opportunity and, where applicable, Affirmative Action Programs

The Supervisor's check off list will be submitted to the Employment & Compensation Section for inclusion in the employee's personnel file within 30 days of hire.

IMPERIAL IRRIGATION DISTRICT
MANUAL OF OPERATIONS

Deleted: ¶

Subject: Vacation Leave

Date: August 3, 2021

Deleted: August 16, 2005

Policy and Procedure No.: 4293

Deleted: ¶

Responsible Department: Human Resources

I. PURPOSE

To establish a policy and procedure for administering vacation leave.

II. SCOPE

This policy and procedure applies to all full-time, regular employees.

III. REVISION/RESCISSION: This revision supersedes IID 4293, Vacation Leave, Dated January 1, 2000. This policy is to be inserted in numerical order in policy and procedure handbook.

IV. POLICY AND PROCEDURE

The accrual of earned vacation leave is granted in accordance with Board policy and the following procedures:

1. Pay Period

An eligible employee earns and accrues paid vacation leave on a biweekly or pay period basis. A pay period consists of eighty (80) work hours. Pay periods for the current year are listed on the District's Calendar of Events.

2. Accrual Period

Eligible employees will begin to earn and accrue vacation leave on the first workday of their employment. If an employee is absent without pay for more than one-half (1/2) of any pay period, the employee shall not accrue vacation leave for that pay period.

3. Accrual Rate

Employees shall earn and accrue paid vacation leave based on the following years of continuous service:

Continuous Years of Service	Accrual Rate	Annual Hours Earned	Maximum Annual Accrual
0 thru 4 th year	3.08	80	320
5 th thru 12 th year	4.62	120	400
13 th year or longer	6.16	160	480

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Accrual Rate for Executive Management Employees

<u>Continuous Years of Service</u>	<u>Accrual Rate</u>	<u>Annual Hours Earned</u>	<u>Maximum Annual Accrual</u>
From Date of Hire	6.16	160	480

Normally, vacation shall be taken during the service year in which it is earned. An employee may accrue vacation leave up to the maximum number of hours earned based on their years of continuous service. Once the maximum accrual is reached, an employee will not accrue additional vacation until their vacation balance is reduced through usage.

4. Sell-Back of Vacation

Employees who have exceeded the minimum established accruals as shown below may elect to sell back to the District up to one week (40 hours) of accrued vacation per year.

<u>Continuous Years of Service</u>	<u>Annual Hours Earned</u>	<u>Maximum Accrual</u>	<u>Minimum Accrued Hours For Sell Back</u>
0 thru 4 th year	80	320	240
5 th thru 12 th year	120	400	320
13 th year or longer	160	480	400

Sell-Back of Vacation for Executive Management Employees

<u>Continuous Years of Service</u>	<u>Annual Hours Earned</u>	<u>Maximum Accrual</u>	<u>Minimum Accrued Hours For Sell Back</u>
From Date of Hire	160	480	400

Employees must make a written election to Payroll by November 1st to be eligible to sell back vacation. This lump sum payment will be paid on the second to the last pay period, pay period 25, of each calendar year. Election forms are available through Payroll or online [via IID Connect, Toos & Resources, Forms](#).

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5. Reporting

Paid vacation leave for each employee shall be reported on the Employee remuneration statement.

Time entry shall be entered into the computer database by [employee or](#) appropriate timekeeper at the end of each pay period and approved by the appropriate supervisor.

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6. Scheduling Vacation Leave

Supervisors shall make every effort to grant vacation leave at times preferable to employees. However, workload requirements are the determining factor in scheduling vacations except as required by law.

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7. Requesting Vacation Leave

Paid vacation leave is requested on Form IID-II9, Application for Leave, or electronically via Employee Self Service (ESS) as far in advance as possible. Vacation leave may be taken up to the full amount accrued.

8. Transfer of Sick Leave to Vacation Leave

An employee may elect to transfer fifty percent (50%) of the accumulated hours in excess of four hundred eighty (480) hours in their Active Sick Leave Account to their Vacation Leave Account. Transferred hours will be used and paid in accordance with this policy and procedure. (Refer to Policy and Procedure 4295 - Sick Leave.)

9. Recruiting Senior Personnel

When recruiting personnel for senior positions (e.g., executives, engineers at Grade 30 and higher), the General Manager may grant up to the maximum allowable vacation accrual.

10. Termination of Employment

Terminating employees will be paid for accrued but unused vacation leave in a lump sum payment on the payday after the last pay period worked.

11. Perfect Attendance Award

The District will agree to credit each employee who completes one calendar year (January 1 to December 31) of perfect attendance, without having taken any form of paid or unpaid leave other than approved holidays and vacation leave, with an additional day of vacation leave to their vacation account for the following year. The award will be made during the first pay period of the following year.

12. The District shall credit the employee's vacation account upon completion of 25 years of service and at five-year intervals thereafter with 8, 9, 10, or 12 hours of vacation based on employee's regular work schedule. The vacation credit will be at the end of the year in which the employee completed 25, 30, 35, 40 and 45 years of service. The award will be made during the second payperiod of December of the year they completed the 25th, 30th, 40th and 45th year.

IMPERIAL IRRIGATION DISTRICT MANUAL OF OPERATIONS

Subject: Sick Leave – Full Time Employees

Date: August 3, 2021

Policy and Procedure No. 4295

Responsible Department: Human Resources

1. **PURPOSE**

To establish a policy and procedure for administering sick leave.

2. **SCOPE**

This procedure applies to all full-time, regular employees.

3. **REVISION/RESCISSION**

This policy is effective August 3, 2021 and replaces Policy No. 4295, Sick Leave, dated November 3, 2015 January 9, 2018.

4. **DEFINITIONS**

A. Protected Sick Leave – For purposes of this policy, “protected sick leave” shall refer to sick leave taken pursuant to the Healthy Work Places, Healthy Families Act of 2014 (Labor Code §246.5) and/or “Kin Care” law (Labor Code §233). In accordance with Labor Code 246.5 and 233, in each calendar year, the first 24 hours or three (3) days of sick leave used by an employee will be considered “protected leave” **and will be used in increments of no less than one hour.** An additional 24 hours or three (3) days of sick leave may also be designated by the employee as “protected sick leave.” The Human Resources Department shall determine whether an employee’s use of sick leave falls within the protected sick leave laws.

B. Qualifying Family Member for the Purpose of Protected Sick Leave shall mean any of the following:

- (1) A child, which for purposes of this policy means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

- (2) 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.
- (3) A spouse.
- (4) A registered domestic partner.
- (5) A grandparent.
- (6) A grandchild.
- (7) A sibling.

C. Other Qualifying Use of Protected Sick Leave - Personal Safety Leaves - a district employee who has been a victim of domestic violence, sexual assault, or stalking may use up to 24 hours or three (3) days of protected sick leave time as follows:

- (1) To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
- (2) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- (3) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- (4) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

5. POLICY

- A. Rate of Credit - Sick leave shall be accrued on a biweekly basis (3.7 hours per pay period, which is equal to one eight-hour day per month to the active sick leave account of an employee not to exceed a maximum accrual of 96 hours in a year.
- B. Advancement of Unaccrued Sick Leave for New Hires - Employees who have not accrued and not used 24 hours or three (3) days of paid sick leave by his or her 120th calendar day of employment shall be advanced up to 24 hours or three (3) days of sick leave, as needed. Employees who are advanced unaccrued sick leave will be required

to work the necessary number of hours to have earned the unaccrued advanced sick leave before the employee may begin to accrue further sick leave.

- C. Accumulation - Annual sick leave accumulation shall not exceed 96 hours in a year. Accumulated sick leave may be used according to Paragraphs (1) and (2) below, and employees are encouraged to build up this "insurance" against loss of income due to illness or disability.

(1) Active Sick Leave Account - Sick leave earned during the service year is accumulated in the employee's active sick leave account. An employee may accumulate up to 576 hours in their active sick leave account to be used to compensate the employee for absences due to illness or disability. Payment or transfer of hours in excess of 480 hours at the end of each year shall be according to Paragraph "D."

(2) Reserve Sick Leave Account - An employee may establish a reserve sick-leave account and accumulate up to 480 hours in the account to compensate the employee for absences due to illness or disability. Transfer of sick leave hours to the reserve sick leave account shall be according to Paragraph "D." However, the reserve sick leave account has no monetary payoff value for any remaining hours in the account at retirement, death, or separation.

- D. Annual Transfer or Payment of Excess Sick Leave Hours in Active Sick Leave Account - Sick leave hours in excess of 480 hours accumulated in an employee's active sick leave account by the last pay period paid in December of each year shall be either paid for or transferred as follows:

- (1) An employee may elect to receive a lump-sum payment, at the employee's current rate of pay, for 50 percent of accumulated hours in excess of 480 hours, or
- (2) An employee may elect to transfer accumulated hours in excess of 480 hour to the employee's reserve account, provided the reserve account has less than 480 hours accumulated at the time of transfer, or
- (3) An employee may elect to transfer 50 percent of accumulated hours in excess of 480 hours to the employee's vacation

account.

- (4) For those employees electing to receive pay, the pay will be included in the paycheck that is issued on the payday immediately following the first pay period in January

- E. Priority Use of Sick Leave - Sick leave will be paid each pay period to an employee at their current rate of pay from accumulated hours in the active sick leave account first. If all accumulated hours are exhausted from the active sick leave account, payments will be made from the reserve sick leave account.
- F. Proof of Illness - Proof of illness on doctor's stationery of medical appointment status shall be required for all absences of four or more working days due to illness, and it may be required after the first 24 hours or three (3) days if the supervisor feels that investigation should be made. In regards to the latter, if any absence is attributed to work-related injury/illness, the supervisor will be informed as to its nature and if, in their judgment, normal duties could be performed satisfactorily, proof of injury or illness will be required before sick leave will be granted. If an employee has been ill but, for an acceptable reason, did not see a doctor, a statement signed by the employee and their supervisor will be sufficient proof of illness.
- G. Return to Work - When an employee returns following an absence of four or more working days, he/she shall contact the Benefits/Disability Management Section of the Human Resources Services Department and furnish a doctor's release certifying that the employee is able to return to work. The Benefits/Disability Management Section will verify with the appropriate medical authority any restrictions and/or limitations that may prevent the employee from performing the essential functions of his or her regular job duties. Review of restrictions and/or limitations will be reviewed and discussed with employee's supervisor and treating medical provider. Employee will be informed of their return to regular job duties or temporary transitional duty to accommodate any restrictions and/or limitations.
- H. Reporting - All sick leave time for each employee must be recorded on employee time entry form or through Employee Self-Service (ESS).
- I. Sick Leave Conversion at Retirement - An eligible employee who retires shall receive a lump-sum payment of accumulated sick leave in both their active and retirement sick leave accounts at the time of retirement according to the following formula (continuous service is the time between the last employment date and the date of retirement):

X Days of Continuous Service/365 (up to 100%) X Accumulated hours of X Current
30 Years of Service Active Sick Leave Account Hourly Rate = Lump Sum

J. Vacationing Out - Beginning April 1, 1993, rather than receiving the lump-sum payment from the employee's retirement sick leave account, according to the formula above, employees may convert the payment to vacation time and use the time as vacation prior to the date of retirement. During this vacation time, employees will not accrue sick leave, vacation and holiday pay. Employees will, however, be eligible for the other employee health benefits and accrue service time for retirement benefit calculations.

K. Hourly Bargaining Unit Employees Only - Effective January of 2011, retirement eligible employees (upon retirement) will transfer the value of their converted sick leave provided in paragraph "J" into a Health Reimbursement Account (HRA).

(1) Retiring employees will be allowed to receive up to 96 hours of sick leave accrued during the calendar year of their retirement as credit for transfer into the HRA according to the conversion formula in paragraph "I". Employees electing to transfer accrued hours into the HRA account must notify Human Resources Department, Benefits/Disability Management Section by the last pay-period in December of the year preceding the year in which they retire. Retiring employees electing to participate in the HRA must transfer all available accrued hours and not receive a lump-sum payment.

(2) Employees hired after September 1, 2010 will not be allowed to vacation out and shall transfer the value of their converted sick leave hours and vacation into the HRA account.

L. Upon the Death of an Employee – Benefits/Disability Management section will provide a lump-sum payment of the deceased employee's accumulated sick leave in their active and retirement sick leave accounts based on a minimum of 10 years of continuous service (without consideration of age) and the formula under Paragraph "I" to the beneficiary listed on the IID-374.3 (Beneficiary Designation Employee Benefit Plan).

M. Termination of Employment - Accumulated sick leave will not be paid at termination of employment, except as provided in Paragraphs "I" and "J".

- N. Return to Employment within 12 Months – if an employee is rehired by the district within 12 months from the date of separation, previously accrued and unused sick leave but no more than 48 hours shall be reinstated.
- O. Perfect Attendance Award - The district will agree to credit each employee who completes one calendar year (January 1 to December 31) of perfect attendance with an additional day (8, 9, 10 or 12 hours based on the employee's regular work schedule) of vacation leave to their vacation account for the following year. The award will be made during the first pay period of the following year.

IMPERIAL IRRIGATION DISTRICT MANUAL OF OPERATIONS

Subject: Bereavement Pay _____ Date: August 3, 2021

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Policy and Procedure No.: 4298

Deleted: January 3, 2006

Responsible Department: Human Resources

1. PURPOSE

To define provisions for bereavement pay and to prescribe the method of administration.

2. SCOPE

This policy and procedure applies to full-time, regular employees.

3. REVISION/RESCISSION

This revision supersedes policy 4298, Bereavement Pay, dated January 3, 2006. This policy is to be inserted in numerical order in the policy and procedure handbook.

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4. POLICY AND PROCEDURE

- A. Benefit - Whenever an employee is absent from work because of death in the employee's immediate family, the employee shall be entitled to up to three working days' absence with pay. Immediate family shall be any of the following: parent, parent-in-law, step-parent, sister, sister-in-law, brother, brother-in-law, spouse, child, step-child, child-in-law, grandparent, grandchild, registered domestic partner, or child of a registered domestic partner.
- B. Supervisors are authorized to allow unpaid time off to attend funerals of other relatives, such as stepfather, stepmother, and stepchild.
- C. Extended Benefit - In the event an employee must travel 300 miles or more one way as a result of bereavement, the absence with pay will be extended from three to five working days.
- D. Reporting - All bereavement leave must be authorized on form IID-119, Application for Leave, and reported on form IID-37, Employee Time Entry for Department/Division or requested and recorded through IID's Employee Self-Service. (See Policy and Procedure 4225 - Personnel.)

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Note: The granting of this leave will not affect the employee's vacation or sick leave benefits.

- E. Definition - Death as applied to this procedure means that the death of the deceased has been or will be recorded and certified by a government agency authorized for that purpose.

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**IMPERIAL IRRIGATION DISTRICT
MANUAL OF OPERATIONS**

Subject: Standby Duty

Date: August 3, 2021

Deleted: May 14, 2013

Policy and Procedure No.: 4300

Responsible Department: Human Resources

1. PURPOSE

To establish procedures for employees on standby duty.

2. SCOPE

This policy applies to employees who are scheduled to be on standby duty section supervisors and department managers are not eligible for standby pay.

3. REVISION

This revision supersedes policy 4300, Standby Duty, dated May 14, 2013. This policy is to be inserted in numerical order in the policy and procedure handbook.

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4. DEFINITIONS

- A. Workday – For the purpose of this policy a workday is any day of the week an employee is scheduled to work based on the employee's regular work schedule.
- B. Non-Workday – For the purpose of this policy a non-workday is any day of the week an employee is not scheduled to work based on the employee's regular work schedule.
- C. Standby Duty – A scheduled period of time during an employee's off duty hours when the employee is scheduled to be available to respond to a request to return to work.
- D. Standby Duty List - A list prepared by management identifying employees assigned to standby duty. The list shall include the name(s) of the employee(s) on standby duty, the date of the standby duty, and the specific period of time of the standby duty.
- E. Readiness to Work- An employee on standby duty who is available within their assigned coverage territory to respond to a request to return to work. Employees on standby duty are restricted from consuming alcohol or any other substances that may impair their ability to safely perform their job.

Standby Duty (Continued)

- F. District Work Site – The location where an employee regularly reports upon arriving to work for regularly scheduled work.
- G. Job Site – The location where an employee is dispatched when responding to a request to return to work during standby duty.

5. POLICY

A. Compensation for Standby Duty

1. An employee shall receive one hour of pay for each workday of standby duty. This hour of compensation is to be paid at the employee's regular rate of pay.
2. An employee shall receive two hours of pay for each non-workday of standby duty. These two hours of pay are to be paid at the employee's regular rate of pay.
3. An employee shall receive no pay for standby duty on any day on which the employee is on scheduled standby duty and fails to respond to a request to return to work.

B. Compensation for Responding to Request to Return to Work During Standby Duty

1. For the purpose of this policy, when an employee on standby duty responds to a request to return to work and reports directly to the job site, that employee shall be in a paid status from the time the employee receives the request to return to work through the time the employee is relieved from duty and returns to their home.
2. For the purpose of this policy, when an employee on standby duty responds to a request to return to work and first reports to the District work site, that employee shall be in a paid status from the time the employee arrives at the District work site through the time the employee is relieved from duty and leaves the District work site.
3. An employee on standby duty who responds to a request to return to work will be compensated according to section 5(A) of this policy and will also be compensated for the actual hours worked pursuant to policy and procedure 4221, Working Hours and Wages.
4. An employee relieved from duty following a request to return to work will return to standby duty to complete the standby period if they are relieved from duty before their assigned standby duty period has elapsed.

6. RESPONSIBILITIES

A. Superintendents/Supervisors

1. Responsible for developing and maintaining a Standby List of employee(s), in their area of responsibility as necessary to maintain service to District's facilities and customers.
2. Responsible for preparing and timely posting the standby list. The number of employees needed for standby duty shall be determined by the supervisor based on their area of responsibility as necessary to maintain service to District's facilities and customers.
3. Upon advance notification from employee, supervision will return employee to standby duty after taking a day of vacation or compensatory paid time.

B. Employees

1. Responsible for being in a readiness to work mode, as defined in Section 4(E) of this policy, during their standby duty assignment.
2. Responsible for reporting working hours on the appropriate timesheet or entering standby hours into employee self service electronic time record.
3. Responsible for checking the standby list on a regular basis.
4. Responsible for informing supervision of any circumstances that may impair the employee's ability to fulfill their standby duty.
5. Responsible for informing supervision in advance of the employee's availability to return to standby duty after taking a day of vacation or compensatory paid time.

IMPERIAL IRRIGATION DISTRICT MANUAL OF OPERATIONS

Subject: Tuition Reimbursement

Date: August 3, 2021

Policy and Procedure No.: 4305

Responsible Department: Human Resources

1. PURPOSE

To encourage full-time regular employees to continue their education by enrolling in accredited post-secondary coursework leading to an associate, bachelor, master, or doctorate or other advanced degree or coursework that directly benefit the District business and enhance employee's knowledge, skills, or abilities. The District will provide tuition reimbursement, as set forth in this policy, to employees who meet the criteria outlined in this Policy.

2. SCOPE

To be eligible for tuition reimbursement under this Policy, the employee must be an active regular full-time employee who has successfully completed the initial new hire probationary period. All other employees are not eligible to participate in the program.

3. REVISION/RESCISSION

This revised Policy 4305 replaces any and all previous Tuition Reimbursement policies, including Policy 4305 that was dated August 16, 2005. This policy is to be inserted in numerical order in the policy handbook.

4. POLICY

A. Program Eligibility

The policy applies to college level coursework offered by an accredited college or university, as defined in this Policy. To be eligible for tuition reimbursement, employees must be pursuing a post-secondary degree an approved education plan listing the required coursework for an associate, bachelor, master, or doctorate or other advance program. An employee may also enroll in coursework that is beneficial to both, the District and the employee pursuant to paragraph I- Job Related College Coursework of this Policy.

(1) Non-Degree Courses:

An employee not pursuing a degree, may also be eligible for reimbursement as long as the college course(s) are directly related to the employee's classification pursuant to paragraph 10 of this policy. The employee shall submit a Application for Reimbursement for Job Related Coursework (IID-Form 999-B) for a single college course or for multiple college courses pursuant to paragraph I – Job Related College Coursework of this Policy.

(2) Degree Program:

Employees pursuing a post-secondary degree such as an associate, bachelor, master, or doctorate degree must file a degree plan approved by the educational institution that clearly outlines the education courses required to complete in order to obtain the declared degree. The employee must file an Application for Reimbursement for Degree Program (IID Form 999-A). The degree plan shall be submitted once unless the employee changes major or school. If a change in major or school occurs, the employee shall submit a new Application for Reimbursement for Degree Program (IID Form 999-A) before enrolling in new courses or school. The supervisor and manager will review the application regardless of the applicability to employee's classification of the employee's degree program. The supervisor and manager will process the application and forward to Human Resources, Personnel Development Office for validation of degree program.

B. Application Validation

Human Resources – Personnel Development Office will validate the degree plan and/or the college course(s) qualified for reimbursement under this Policy. Upon review and evaluation, the Personnel Development Officer will notify the Employee of approval/denial of tuition reimbursement. Upon approval/denial employee shall receive written notification from Human Resources prior to an employee commencing courses consistent with the procedures outlined in this Policy.

C. Program Exclusions

- (1) Coursework that is not directly related to an employee's classification or is not identified in the employee's degree program, or which are taken for the employee's personal enrichment, are not covered by this Policy.
- (2) Seminars, workshops, prep-courses, or other non-degree certificate courses, non-college courses, technical, vocational or other specialized training offered through third-party vendor, or other training not covered within the scope of this Policy are not eligible for reimbursement.

D. Termination of Eligibility

- (1) Eligibility for educational reimbursement under this Policy ceases upon the employee's separation from employment with the District. Former employees, employees who have given notice of resignation, retirement, or employees who have been notified that they will be involuntarily terminated are not eligible for reimbursement under this Policy, even where approval for reimbursement was previously given. The only exception is that employees whose positions are eliminated as a result of a Reduction in Force (RIF) approved by the board of directors shall remain eligible for tuition reimbursement for any approved coursework that was in session at the time the employee's position was eliminated if the employee submits proof of satisfactory course completion within 30 days of their termination date.
- (2) An employee whose position is eliminated as a reduction in force is ineligible for reimbursement for courses enrolled in after he or she has received notice of their position elimination.

E. Reimbursement Assistance

Tuition assistance, is given in the form of tuition reimbursement after successful coursework completion. Successful completion of a course shall be evidenced by an official transcript/report from the school showing a passing grade of at least "C" or better for all coursework.

F. Approved Schools

Only courses taken at accredited colleges and universities will be approved for reimbursement. Accredited institutions listed by the U.S. Department of Education accredited institution list such as Western Association of Schools and Colleges, (WASC) are acceptable.

G. Eligible Expenses for Reimbursement

The only fees that are eligible for reimbursement under this Policy are fees that the employee must pay in order to take a course. The employee must provide a valid, itemized receipt issued by the educational institution where the fee(s) were incurred in order to obtain reimbursement. Examples include: tuition and registration fees, textbooks, laboratory fees and other course fees.

Late fees, school supplies including but not limited to computers, laptops, calculators, etc., travel expenses, meals, preparatory exams, testing, enrollment fees, orientation fees, graduation fees or other fees not directly related to instructional costs do not qualify for reimbursement.

H. Tuition Assistance Benefits

(1) Reimbursed Amount

Reimbursement for eligible expenses is limited to (1) tuition and (2) eligible tuition expenses referenced in paragraph G. – Eligible Expenses for Reimbursement, up to \$5,000 per academic year, up to \$1,250 per academic period (i.e. semester/quarter). For purposes of these limits, a reimbursement is counted against the total eligible expenses allowable amount in the year in which it is paid, not in the year the employee completes the course. For example, a course completed in December, but not reimbursed to the employee until January of the following year, will count against the \$5,000 in the new calendar year.

Employees enrolled in accelerated programs (e.g. University of Phoenix, National University, Webster University, etc.) may submit reimbursement applications based on the established limits, not to exceed \$5,000 per academic year and \$1,250 per academic period.

(2) Reimbursement Approval

All coursework, including accelerated programs, must be accredited and approved by the Personnel Development Officer pursuant to the employee's education plan on file.

(3) Financial Assistance Outside of the District

An eligible employee who receives assistance from outside sources (scholarships, grants, GI Bill, fellowships, and other stipends) is eligible for tuition reimbursement only if the cost of the tuition exceeds the amount of assistance received. Employee must declare tuition assistance received from other sources on application (999-A/999-B) at the time the employee applies for tuition reimbursement under this Policy. Tuition assistance received from other sources such as GI benefits, grants, scholarships, etc. will be deducted from the reimbursable amount. Failure to provide this information may result in disciplinary action up to and including termination of employment pursuant to Employee Discipline policy 4350.

(4) Restrictions

In addition to any limitations or restrictions noted above, the following will apply:

- (a) Late fees, school supplies or other costs do not qualify for reimbursement.
- (b) Courses for self-improvement or leisure that are not typically required for a degree or related to employee's classification are not covered.
- (c) The cost of transportation, travel, meals, lodging or other expenses related to the course is not reimbursable.

- (d) Preparatory exam testing (GMAT, GRE etc.) and orientation fees are not reimbursable.
 - (e) Preparatory classes for EIT, PE, NERC/WECC, or other training required by the department that is not required for a degree does not qualify.
 - (f) Costs associated with externally sponsored training seminars, workshops and conferences are not covered by this policy.
 - (g) Materials, and other expenses not specifically covered in this procedure will not be eligible for reimbursement.
 - (h) Conventions, seminars, workshops, institutions, conferences, symposiums, continuous educational units (CEU's), test preparation, licenses, credentials, certifications, etc. are not covered within the tuition reimbursement program.
- (5) Procedures to qualify for and receive tuition reimbursement
- (a) Degree Program:
 - i. Prior to commencing any coursework for which the employee seeks reimbursement for a degree program, the employee shall complete the Application for Reimbursement for Degree Program (IID-form 999-A) along with a copy of the degree plan identifying the type of degree being sought. The degree plan must include a complete listing of courses required to achieve the degree. The degree plan must be produced by the educational institution the employee plans to attend.
 - ii. The Application for Reimbursement for Degree Program (IID-Form 999-A) only needs to be completed once, unless the employee changes the curriculum or institution. If an employee changes their degree curriculum or institution, the employee needs to submit a new Application for Reimbursement for Degree Program (IID-Form 999-A).
 - iii. The employee shall file the application with the department supervisor and department manager. The department supervisor and manager will review for information regardless of relativeness to employee's classification as long as employee is pursuing a post secondary degree as stipulated above.

- iv. Once application has been reviewed by department supervisor and manager, employee shall forward all documentation to the Human Resources Department – Personnel Development office for validation and approval. The Personnel Development office will review and validate the application and the degree plan meet the program criteria described within this Policy.
- v. The educational institution must be accredited and the employee is required to attach proof of accreditation to the application form.
- vi. The employee shall be notified in writing by the Personnel Development Office of approval or denial of the tuition reimbursement application. If approved, the employee will receive a copy of the approved application for their records and the original application and degree plan shall be filed in the employee's file.
- vii. Once the degree program is approved, the employee shall only be required to submit a Request for Reimbursement of Degree Course(s) (IID Form 999-C) for courses listed in the approved degree plan at the time the employee enrolls in the course(s) but no later than 10 calendar days after the first day of class.
- viii. The employee will be notified by the Personnel Development office of the approval/denial of the request for reimbursement. If the request is denied, the employee can appeal the decision with Human Resources Manager and his/her decision is final.
- ix. Any course not listed in the degree plan will not be processed by the Request for Reimbursement form (IID Form 999-C). The applicable tuition reimbursement form will be required pursuant to this Policy.
- x. Requests for reimbursement received by the Personnel Development office after the 10 calendar days from the first day of class forfeit reimbursement pursuant to this policy.
- xi. Upon successful completion of the approved course ("C" or better), the employee shall within 30 days after the end of the course submit an official record of fulfillment/completion (report card or transcript), all receipts verifying tuition and other eligible fees identified within this policy.

- xii. Tuition reimbursement payments will be processed once validation of course completion and payment processed through payroll section. Payments will be included on the employee's regularly scheduled payroll check, listed as "tuition reimbursement." The payroll section will adhere to current Internal Revenue Service guidelines pertaining to tuition reimbursement programs.

(b) Non-Degree Course(s)

- i. For individual course(s) the employee seeks reimbursement, the employee must complete the Application for Reimbursement for Job Related Coursework (IID-Form 999-B). Employee shall submit the application to supervisor and department manager for review and to determine course(s) applicability to employee's classification pursuant to Paragraph I. – Job Related College Coursework.
- ii. A copy of the official course curriculum is required as part of the application. The school course curriculum must be produced from the educational institution the employee plans to attend.
- iii. Once approved by department head, employee shall forward all documentation to the Human Resources– Personnel Development office for validation and final approval.
- iv. The employee will be notified by the Personnel Development office of the approval/denial of the application. If the application is denied, the employee can appeal the decision with Human Resources Manager and his/her decision is final.
- v. Application for Reimbursement for Job Related Coursework(IID Form 999-B) must be filed upon employee enrolling in the course(s) but no later than 10 calendar days after the first day of class. Applications received after the 10 calendar day from the first day of class forfeit reimbursement pursuant to this policy.
- vi. Upon successful completion of the approved course ("C" or better), the employee shall within 30 days after the end of the course submit an official record of fulfillment/completion (report card or transcript), all receipts verifying tuition and other eligible fees identified within this policy.
- vii. Tuition reimbursement payments will be processed once validation of course completion and payment processed through payroll section. Payments will be included on the employee's

regularly scheduled payroll check, listed as "tuition reimbursement." The payroll section will adhere to current Internal Revenue Service guidelines pertaining to tuition reimbursement programs.

I. Job Related College Coursework

(a) The coursework must be directly related to the employee's position within the District and support the District's business needs. There must be a mutual benefit to the employee's career development and long-term interest of the District. The course curriculum will be reviewed and used to determine eligibility for tuition reimbursement by the employee's supervisor and department manager. In approving application for tuition reimbursement for job related coursework the following criteria must be met:

- i. Must be college level course;
- ii. Must be at an accredited college or university;
- iii. Course work is related to a function of the District
- iv. The District's need for the course of study to be pursued by the employee
- v. Review and approval by the employee's supervisor and department manager Application for Reimbursement for Job Related Coursework (IID-Form 999-B).
- vi. Non-Credited courses or special interest courses are not eligible for reimbursement
- vii. Grading Standards for Job Related Coursework are as follows:
 - a. College level coursework
 - b. Grade C or higher is achieved
- viii. Participation
 - a. Participation is voluntary, off-hours and in no case is to be made a condition of employment
 - b. There is no guarantee or promise of promotion or new assignment as a result of the course(s) completed

J. Other Conditions

- (a) All Coursework must be completed during the employee's "off-hours." Work time modification may be approved pursuant to the Educational Leave policy 4315.
- (b) Courses must be approved and satisfactorily completed before a reimbursement will be rendered.

K. Correspondence and "Online courses"

- (a) Correspondence and "online courses" from an accredited educational institution may be eligible for reimbursement pursuant to the criteria identified within this Policy. Any educational institution offering the correspondence or "online course" must be accredited according to or equivalent by the same standards established by community colleges and/or universities (reference *Accredited Institutions of Post-Secondary Education* or local Offices of Education – Imperial or Riverside). Pre-approval by the Personnel Development Officer is required prior to commencement of any correspondence or "online coursework" as mandated under this tuition reimbursement policy.
- (b) All educational correspondence and on-line coursework must be completed with a letter grade of C or better.

Application forms are available online on IID-Connect.

**IMPERIAL IRRIGATION DISTRICT
MANUAL OF OPERATIONS**

SUBJECT: Employee Discipline

DATE: August 3, 2021

Deleted: September 17, 2013

POLICY NO. 4350

RESPONSIBLE DEPARTMENT: Human Resources

1. PURPOSE

To establish the causes and procedures for the discipline of regular full-time employees of the Imperial Irrigation District.

2. SCOPE

This policy applies to regular full-time district employees. It does not apply to at-will employees as defined in Policy and Procedure 4101, Employment Policy, or to probationary employees who may be released from employment at will at anytime during the probationary period. It also does not apply to employees employed by contract.

3. REVISION/RESCISSION

Replaces Policy 4350, Employee Discipline, dated September 17, 2013

Deleted: August 24, 2010

4. DEFINITIONS

- A. Discipline – "Discipline" includes dismissal, suspension without pay for a specified number of work days, and a demotion in position without the employee's voluntary consent, except in the case of a layoff. The term "discipline" does not include a written reminder as defined below, oral reprimands or warnings, adverse or negative performance evaluations, directives, the implementation of any applicable collectively bargained agreement, or to other employment policies such as the denial of any leave. Except in serious cases of misconduct or extraordinary circumstances, the concept of progressive discipline shall apply. No discipline may be undertaken without cause.
- B. Progressive Discipline – Except in the case of serious misconduct, progressive discipline includes efforts to improve employee performance or conduct prior to the imposition of discipline as defined in Section "A" above.
- C. Written Reminder – A document used to notify employee of unsatisfactory conduct and/or performance which will be placed in an employee's official personnel file. The document shall contain a brief description of the unsatisfactory job performance and or policy violation. The employee has five (5) working days, as defined below, to submit a written statement or

rebuttal to the written reminder. Such written statement will be attached to the written reminder and placed in the employee's official personnel file.

- D. IID-378 - Report of Discipline – This form is used for the purpose of discipline.
- E. Cause – Is defined in Appendix A.
- F. Working Day(s) – Any day(s) in which the district main office is open for business.
- G. Management Employee – General Manager, assistant general manager, department manager, deputy manager, assistant manager, or any other executive manager who has the authority to mitigate, dismiss, or uphold disciplinary actions.

5. POLICY

- A. Prior to the taking of discipline, the supervisor shall give written notice to the regular full-time employee on IID Form 378 (Report of Formal Discipline). This written notice of proposed disciplinary action shall be served by certified mail or personal delivery to the employee at least 10 working days prior to the date when discipline may be imposed. Employees are required to keep their current address on file with the Human Resources Department. In emergency situations, or where it is otherwise deemed appropriate by the district to remove the employee from the work place immediately, the employee shall not lose compensation prior to the date when discipline may commence. Unless disciplinary action is reversed prior to the effective date of discipline as outlined in section "C" below, discipline shall commence on the 11th working day following the date the report of formal discipline was served on the employee.
- B. Service by certified mail shall be deemed complete on the date of mailing. The contents of the report of formal discipline shall include at least all the following:
 - (1) A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based. Such statement may incorporate by reference the acts and omissions described in memoranda or other documents attached to the report of formal discipline.
 - (2) The specific disciplinary action proposed, including employee's corrective action and expected change(s), if appropriate.

- (3) The cause(s) or reason(s) for the specific disciplinary action proposed.
- (4) A copy of the applicable policies and procedures, rule(s) or law(s) where it is claimed a violation of policies and procedures, rule(s) or law(s) took place, and a copy of all documents upon which the proposed report of formal discipline is based.
- (5) A statement that the employee has the right to respond to the matters raised in the report of formal discipline, both orally and in writing, including the submission of written statements or affidavits, prior to the end of the 10-working-day period following the date the report of formal discipline was served. Any timely written response submitted will be attached to the report of formal discipline when placed in the employee's official personnel file.
- (6) A statement that the employee, upon written request delivered prior to the end of the 10-working-day period following the date the report of formal discipline was served, is entitled to appear personally before an identified management employee, other than the supervisor proposing the discipline.
- (7) A statement that the employee, upon written request provided to Human Resources Services Department within 10 working days from the date of service of the report of formal discipline is entitled to an evidentiary hearing before a neutral hearing officer to appeal the disciplinary action. The board of directors shall take final action on the record of any appeal involving suspension without pay for more than five workdays, demotion or termination of employment before it becomes final and effective. The hearing officer shall be selected in revolving order from a list designated by the board of directors to hear an appeal. The list shall be made up of attorneys or other experienced hearing officers who have not been regular employees of the district for the past three years.
- (8) A statement that if the employee does not present a written request to the Human Resources Services Department within the above 10-working-day period, there will be no evidentiary hearing, and the discipline shall become final on the 11th working day following service of the report of formal discipline.
- (9) A statement that the proposed disciplinary action will commence after the 10-working-day period following the date the report of formal discipline notice was served. A statement that no

Deleted: work days

evidentiary hearing shall be held unless a written request is delivered to the Human Resources Services Department manager within 10 working days after the date the report of formal discipline was served.

- (10) Attached to or enclosed with the report of formal discipline (Form 378) shall be a request for appeal form, the signing and filing of which with the manager of Human Resources Services Department shall constitute a demand for hearing and a denial of all charges.
- C. At the informal hearing ("Skelly hearing"), the management employee ("Skelly officer") shall have the authority to dismiss the disciplinary action or mitigate the proposed penalty.
- D. At such informal hearing, the employee shall be granted a reasonable opportunity to make any representations or present any documents the employee believes are relevant to the case. The employee may be self-represented, or if in a bargaining unit, by a bargaining unit representative, or by other representative of the employee's choice and at the employee's expense. The employee and the employee's representative will be afforded the opportunity to speak on behalf of the employee. Where an informal hearing is timely requested in writing and an employee notifies the Skelly officer as to the identity of the individual who will be representing the employee at the Skelly hearing, the Skelly officer will make a reasonable attempt to schedule the meeting at a time feasible for the representative to attend, not to exceed a delay in the effective date of discipline of more than five working days.
- E. At the evidentiary hearing, the employee shall have a right to appear in person, with an attorney at the employee's expense, or with such other lawful representative as determined by the employee. The district shall have the burden of proof and shall first present evidence. Normal procedures shall be followed, i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination and rebuttal evidence from each party. Hearings will be recorded; a copy will be made available upon request. At the evidentiary hearing, the employee shall have a right to appear in person, with an attorney at the employee's expense, or with such other lawful representative as determined by the employee. If a unit member requests that the recognized employee organization represent the employee in a disciplinary hearing or disciplinary proceeding, the recognized employee organization retains the right to investigate the discipline and to determine not to represent the employee in the discipline hearing or other disciplinary proceeding under this policy when the employee organization has investigated and determined that the employee's disciplinary appeal has no merit.

- F. The decision of the hearing officer, including findings of fact and recommendations, shall be reduced to writing and forwarded to the employee and to Human Resources Services Department for transmission to the board of directors. In cases involving termination of employment, demotion or suspension without pay for more than five work days, the board shall review the decision, and accept the decision, unless there is reasonable cause to reject it in whole or in part. However, the board may not, in any case, increase the penalty contained in the report of formal discipline. The board of directors shall provide notice to the employee of the action taken and the reasons therefore. The board of directors' decision shall be final.
- G. In cases involving disciplinary action of suspension without pay for five work days or less, the hearing officer's decision shall be final and binding on the district.

APPENDIX A

Cause for discipline includes but is not limited to the following:

1. Absent without approved leave (failure to report to work for three consecutive days without approved leave).
2. Unauthorized or excessive use of sick leave or leave without pay, or repeated tardiness or failure to notify the supervisor prior to the absence as directed by the supervisor.
3. Abuse of break, meal periods, or abuse of any leave, including repeated failure to notify the supervisor prior to the absence.
4. Misrepresentation of the reason(s) for any paid or unpaid leave or falsification of timesheet or payroll records.
5. Insufficient, negligent or careless performance of duties.
6. Unsatisfactory performance of duties as evidenced by performance evaluation.
7. Insubordination, including failure or refusal to obey lawful directives or work rules and regulations applicable to the work site, or to follow specific policies and procedures when directed to do so by supervisors or managers and/or unwarranted displays of disrespect toward supervisors or managers.
8. Sleeping/malingering/loitering on the job, to include engaging in excessive idleness or frequent unnecessary conversation that delays or interferes with work activities.
9. Gambling on district property, at any work site, or during work hours.
10. Failure to comply with safety rules and regulations applicable to the work place, including, but not limited to, violation of speed limits or other traffic regulations while operating district vehicles or equipment.
11. Damage to district property that is deliberate or caused by an employee's negligence.
12. Careless or negligent operation of a vehicle owned, rented, or leased by the district or a privately-owned vehicle operated for district business purposes which results in property damage or personal injury.
13. Unauthorized personal use or misuse of district equipment, vehicles or personal credit card (P-Card) without prior authorization of the supervisor.

14. Violation of state or federal laws or regulations applicable to the district.
15. Theft or misappropriation of district, employee, or customer property.
16. Dishonesty including, but not limited to, evasion, or omission or misrepresentations of material facts during an investigation.
17. Smoking or chewing and spitting tobacco products in unauthorized areas, including buildings and structures, work sites and district vehicles.
18. Conducting personal or private business on work time.
19. Excessive use or misuse of district electronic devices including but not limited to telephones, cell phones, pagers and lap tops for personal reasons or for any purpose unrelated to district business without prior authorization by the supervisor.
20. Use of district telephones to make unauthorized long distance calls or to accept the charges for unauthorized long distance telephone calls.
21. Personal use of district computers for nonwork related activities, including the Internet.
22. Selling goods, merchandise or services during working hours.
23. Soliciting funds or contributions, distributing handbills or petitions, or on district property during working time, unless previously authorized by the General Manager.
24. Misuse of a district identification card, including in the furtherance or perpetration of any illegal or wrongful act, any act or use that is adverse to the district, allowing another person to use an employee's district identification card for identification or entry onto district property, assisting a person without a district identification card or visitor pass to enter onto district property, or failure to display or have a district identification card readily available for display while on district property or while conducting district business.
25. Using confidential district information for personal gain or divulging or giving access to or information of a confidential, sensitive or personal nature to unauthorized persons or for unauthorized purposes.
26. Nonpayment of any claim, debt or reimbursement due to the district.

27. The unauthorized acceptance for personal use of any gratuity in the form of cash, merchandise, services, or other thing of value from a vendor, buyer, contractor, customer or other person. Complimentary gifts or honoraria in an amount allowed by the Fair Political Practices Commission, Government Act Section, may be accepted if not solicited or given to procure work the employee is otherwise required to perform in the scope of employment or for favorable treatment.
28. Rude or discourteous treatment of other employees, customers, vendors, contractors, or members of the public.
29. Unlawful discrimination or harassment in any form, or creating a hostile work environment for other employees, including intimidation or retaliation for filing a complaint of discrimination or participating in the complaint process.
30. Filing a complaint that is knowingly false or frivolous.
31. Possessing, using, abusing, being under the influence of, or selling, transferring, furnishing, or offering to sell, transfer, furnish or distribute alcohol, controlled substances or unauthorized prescription drugs while on duty or on district property. (Unauthorized prescription drugs are prescription drugs for which the employee does not have a valid prescription in his or her name. Valid prescriptions are written by health care professionals licensed to practice in the United States.)
32. Operating district tools, equipment or vehicles while under the influence as defined by district policy and procedure or state law of alcohol, controlled substances or unauthorized prescription drugs.
33. Operating district tools, equipment or vehicles while using prescription or over-the-counter drugs that impair the employee's ability to safely perform his or her work. This includes operating district tools or equipment, or driving district vehicles while using over-the-counter drugs packaged so as to inform the user that ingestion or ingestion in excess of specified limitations may result in drowsiness, dizziness, or other physical or mental condition(s) such that it is dangerous or inadvisable to drive or operate tools or equipment.
34. Transporting alcohol, controlled substances or unauthorized prescription drugs in a district vehicle or in a private vehicle on district property, with the exception of alcohol in district owned housing.
35. Testing "positive" for alcohol or controlled substances using authorized laboratory testing procedures formulated to ascertain the presence of alcohol or controlled substances.

36. Refusing to comply with federal, state and district alcohol or controlled substances testing policies and procedures to include, but not limited to, altering or contaminating a test specimen with the intention of masking or altering the test results as confirmed by a certified laboratory test result.
37. Violation of safety rules and regulations applicable to the district and the employee.
38. Alteration, falsification, removing or destroying work, employment or personnel documents, timesheets, records or accounts.
39. Fraud, evasion, misrepresentation or other deceptive activity in conjunction with water or power revenue account or other service agreements or any other contracts.
40. Theft of water or power, water or energy diversion or tampering with water or power measuring equipment.
41. Fraud in conjunction with Workers' Compensation claims or any other employee benefit.
42. Immoral and/or indecent conduct on or in IiD property or work site.
43. Conviction of a felony or crime.
44. Conviction of a misdemeanor related to an employee's job.
45. Failure to report employee damage to personal property or a vehicle accident in the scope of employment.
46. Loss of California operator's license or commercial driver's license when operating a district vehicle is key to performing an essential function of the employee's job.
47. Fighting or disorderly conduct on district property or at a work site.
48. Possessing or using any firearms, ammunition, explosives, or other dangerous weapons while on duty, on district property, or in a district vehicle.
49. Failure to report to work for emergency duty without a reasonable and bona fide excuse.
50. Engaging in an unauthorized work stoppage, slowdown, sick out, or strike.

- 51. Possession of pornographic materials in the workplace, using district computer equipment to store or download pornographic materials from the Internet or e-mail or using district reproduction equipment to produce or copy pornographic materials.
- 52. Violation of NERC, FERC, WECC, CIPS regulations or other regulatory mandates imposed by any federal, state or other regulatory agency.
- 53. Injuring or threatening to physically injure a member of the public, another employee, or member of the board of directors.
- 54. Unprofessional or other conduct unbecoming of an employee of the IID which has an adverse effect on the IID, its employees, or customers.
- 55. **Cause for Apprentice Discipline, may include but is not limited to:**
 - 1) Involvement in class disturbance.
 - 2) Unsatisfactory school attendance.
 - 3) Unsatisfactory class test scores(s).
 - 4) Unsuccessful completion of apprenticeship course standard of "C" or better.
 - 5) Unsatisfactory Employee Evaluation rating of less than 3.0.
 - 6) Unsatisfactory attendance on the job.
 - 7) Failure to pass Senior Apprentice or Journeyman written examinations with a minimum score of 80%.
 - 8) Failure to pass the Senior Apprentice or Journeyman practical (hands-on) examinations with a minimum score of 80%.
 - 9) Failure to complete and submit timely OJT record.
 - 10) Failure to progress to the next step for two (2) consecutive evaluation periods.
 - 11) Failure to keep administration informed of any status changes, including change of address, telephone number or email.
 - 12) Failure to follow JAC or Program Administration directives.

- 13) Failure to follow the rules, regulations, and policies set forth in the District's JAC Bylaws, LEA's Student Handbook or other applicable rules and regulations.
- 14) Violation of District policies including Appendix A. of Employee Discipline policy 4350, safety protocols and other standard work practices applicable to the Apprentices.