

**EASTERN MUNICIPAL WATER DISTRICT  
HUMAN RESOURCE MANAGEMENT  
POLICIES AND PROCEDURES**



<b>SECTION:</b> "At-Will" Employment	<b>DATE:</b> February 8, 2000	<b>PREPARED BY:</b> Angela Carman
<b>PAGE:</b> 1	<b>REVISION DATE:</b> June 17, 2001	<b>APPROVED BY:</b>

**AUTHORITY**

Policy approved by Minute Order # M-161/97

**POLICY**

"At-will" employment status exempts an employee from the progressive discipline process outlined in the District Ordinance No. 30 as amended.

"At-will" employees currently include, and are limited to, General Manager, Deputy General Manager, Assistant General Manager, and Department Directors, hired or promoted, on or after, September 28, 1997.

An "at-will" employee has the right to resign from District employment for any reason or no reason. As a courtesy, 14 days written notice should be given prior to resignation.

The District has the right to terminate the employment of an "at-will" employee at any time, with or without cause. As a courtesy, the District will provide 14 days advance written notice prior to the effective date of any such termination, or compensate the employee for 80 hours at their current hourly rate, in addition to and included in, the final pay check. Determination as to which method of notification will be used is at the sole discretion of the District.

All positions with "at-will" employment status will be identified as such on recruitment flyers and job descriptions. Anyone hired or promoted into a position with "at-will" employment status will sign an Employment Agreement indicating that the terms and conditions of "at-will" employment status have been explained, that the individual has had an opportunity to have the agreement explained by an attorney, that the individual fully understands the final and binding effects of the agreement, and that the individual is signing voluntarily.

**AUTHORIZED SIGNATURES ON FILE**

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## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between EASTERN MUNICIPAL WATER DISTRICT, whose mailing address is P.O. Box 8300, Perris, California 92572-8300 (hereafter "Employer") and \_\_\_\_\_, whose address is \_\_\_\_\_, (hereafter "Employee").

**NOW THEREFORE, IT IS MUTUALLY AGREED**, by and between Employer and Employee, as follows:

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**SECTION I. PREVIOUS AGREEMENTS/AGREEMENTS SUPERSEDED.**  
**SECTION II: TERM OF CONSULTANT.**

1. Previous Agreements/Arrangements Superseded

This Agreement shall supersede and replace all previous employment agreements or arrangements, either oral or in writing, between Employer and Employee.

2. Term

(a) This Agreement shall remain in effect until terminated by either party in accordance with the terms set forth herein.

3. Conditions

(a) Nothing in this Agreement shall prevent or interfere with Employee's right to resign from employment for any reason or no reason. However, Employee shall give 14-calendar days written notice to Employer prior to the effective date of any such resignation.

(b) Nothing in this Agreement shall prevent or interfere with Employer's right to terminate the employment of Employee at any time, with or without cause, however, Employer will provide 14 days advance written notice prior to effective date of any such termination, or compensate the employee for 80 hours at the current hourly rate, in addition to, and included in, the final paycheck. This provision does not preclude any other separation agreement that may be readied between the Employer and the Employee. This Agreement establishes and/or confirms that the hiring/promotion of Employee to the position of \_\_\_\_\_ has resulted, or hereby results, in the employment of Employee on an "at-will" basis. Therefore, either party may terminate the employment and this Agreement for any cause or no cause.

(c) Except as otherwise specifically modified by this agreement, Employee shall also be subject to all terms of employment, as may be applicable to Employee, pursuant to Employer's rules and regulations including, but not limited to, Ordinance 30, as amended.

No representatives, inducements, promises or agreements, orally or otherwise have been made by any party which are not contained in this Agreement. No

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other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

4. Modifications

- (a) Any modification of this Agreement will be effective only if it is in writing, signed by both parties, and incorporated into this agreement.

**EMPLOYEE STATES THAT HE/SHE HAS CAREFULLY READ THIS EMPLOYMENT AGREEMENT; THAT HE/SHE HAS HAD THE OPPORTUNITY TO HAVE IT FULLY EXPLAINED TO HIM/HER BY HIS/HER ATTORNEY; THAT HE/SHE FULLY UNDERSTANDS ITS FINAL AND BINDING EFFECT; THAT THE ONLY PROMISES MADE TO HIM/HER TO SIGN THIS EMPLOYMENT AGREEMENT ARE THOSE STATED ABOVE; AND THAT HE/SHE IS SIGNING VOLUNTARILY.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Employee Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anthony J. Pack  
General Manager

**AUTHORIZED SIGNATURE ON FILE**