



DRAFT

PERSONNEL POLICIES AND PROCEDURES

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INTRODUCTION

This manual has been prepared for District employees to serve as a reference regarding the policies, rules, pay, and benefits which apply to your employment at the Helendale Community Services District. This manual establishes the standards of conduct required of all employees. These standards are intended to strengthen public service and to maintain and promote faith and confidence of the community in their local government.

Employees are agents of the public purpose and serve for the benefit of the public. They shall uphold and adhere to the Constitution of the United States, the Constitution of the State of California, and the rules, regulations, and policies of the District. In their actions they shall discharge faithfully their duties, recognizing that the public interest is paramount. All employees must demonstrate the highest standards of morality and ethics consistent with the requirements of their position and consistent with the law.

The District is a Community Service District governed by California Government Code Sections 61000 through 61934. It is governed by an elected Board of Directors, who establishes policies and oversees the affairs of the District including water and wastewater services; parks and recreation; street lighting and solid waste management. The Board of Directors has authority over the District including establishing all terms and conditions of employment. The Board of Directors appoints a General Manager to oversee the daily operations. The General Manager shall serve at the pleasure of the Board.

In the performance of their duties, all employees shall use good manners, be considerate, be accurate and truthful in statement and exercise sound judgment in the performance of their work. During the hours covered by active District employment, no employee shall work for any other employer.

All District personnel actions, including but not limited to employment and promotions, are subject to the needs and best interest of the District. They are based upon skill and performance, free of personal and political considerations, and shall not be affected or influenced by race, religious creed, color, national origin, ancestry, sex, marital status, age, gender, or disability. However, the District may make employment decisions on the basis of bona fide occupational qualifications as permitted by law. Continued employment of District employees covered by these rules shall be subject to satisfactory work performance and necessity for the performance of the work as determined by the District.

The information contained in this manual constitutes the District's personnel rules and policies. It is not to be interpreted as a contract between the District and any of its employees. This manual applies to all employees.

These rules do not apply to members of the Board of Directors; volunteer personnel, such as public committees (if any); persons engaged under contract to supply expert, professional, technical, or other services.

The District reserves the right to revise, modify, amend, or delete any of these policies when, in the sole discretion and opinion of its management and the Board of Directors, it becomes advisable to do so. Announcement of changes will be made through standard communication channels. Any and all such revisions, modifications, amendments, or deletions shall be binding upon all current and future employees, regardless of whether or not personal notice was provided to one or more of the District's employees.

GOALS AND OBJECTIVES

1.1 **GOALS AND OBJECTIVES** - Goal setting is recognized as an important part of managing Helendale Community Services District. Objectives then become one of the ways of measuring the effectiveness of the District's programs. The following goals and objectives are provided for direction and use in daily operation.

1.2 **GOALS** - The District's goals are as follows:

- Supply the highest quality of product and service available at fair and reasonable rates.
- Maintain the highest degree of customer and public relations by extending to everyone the courtesy and consideration that we would expect and appreciate.
- Conduct District operations as efficiently as possible in order to maintain a sound financial structure on which to grow and improve services and rates to our customers.
- Provide a work environment that will promote a spirit of teamwork and cooperation among all employees.
- Employees will have training opportunities as appropriate per classification to ensure a certified and competent workforce.
- The District will ensure equal employment opportunities for all employees and maintain a competitive level of compensation for services rendered.
- Proper care of District property, buildings, facilities, and equipment is expected to ensure continued operation and usefulness.
- Business will be conducted in accordance with applicable laws and regulations.
- Staff will always conduct business with the upmost professionalism and efficiency cognizant that Staff is here to serve the public and rate payers of the District.

1.3 **OBJECTIVES** - To achieve these goals, the Board has established the following objectives:

- Management with Board approval will determine the specific functions for each area of service and the number of personnel required to perform the tasks of these functions.
- Management will ensure that personnel are sufficiently trained and experienced in their assigned duties. Technical Employees are responsible for maintaining required certifications.
- The rules and regulations established by the Board will be communicated by the General Manager to employees through general staff meetings, written or verbal communication.
- The Board will, within budgetary constraints, provide the resources necessary to meet established goals.

SECTION 1. DEFINITIONS.

- 1.01. District:** The Helendale CSD.
- 1.02. Anniversary Date:** For the purpose of evaluations, the date on which an employee originally commences employment with the District and/or a new job classification.
- 1.03. Applicant:** An individual who has completed and submitted a signed original application for employment with the District.
- 1.04. Appointment:** The offer to and acceptance by a person of a position, and act of selection by the District of the person for the position, either on a regular or temporary basis after the conclusion of a background and drug test.
- 1.05. At-Will Employees:** Employees who serve at the will or pleasure of the General Manager and are subject to Section 4.10 of the District's Personnel Policies and Procedures.
- 1.06. Classification:** The title, range and step assigned to a position.
- 1.07. Demotion:** A permanent reassignment to a less responsible or lower position for cause.
- 1.08. Department:** A major administrative branch of the District involving a general line of work, with one or more employees under the charge of one or more individuals known as Managers or Supervisors.
- 1.09. Disciplinary Action:** The termination, demotion, reduction in pay, suspension, and oral or written reprimand of an employee for cause.
- 1.10. Eligible Employee:** A regular employee who has completed his/her one-year probationary period.
- 1.11. Employee:** A person who is occupying a position in the District's service or who is on an authorized leave of absence from such position.
- 1.12. Exempt Employee:** Employees whose duties meet the requirements to qualify for the executive, administrative, or professional exemptions under the Fair Labor Standards Act (FLSA) and are exempt from the FLSA overtime pay requirements. Exempt employees work and are paid on a predetermined salary basis, and do not receive overtime pay or compensatory time off. Exempt employees are not compensated for additional work performed in excess of 40 hours during the employee's designated workweek. The salary is not subject to reduction because of variations in the quality or quantity of the work performed.
- 1.13. General Employee:** Any employee of the District except those employees specifically designated as at-will employees under the District's Personnel Policies and Procedures.
- 1.14. Grievance:** An alleged violation of a specific provision of these Policies that adversely affects an employee or employees. A formal written allegation by a grievant that he/she has been adversely

affected by an existing violation, misinterpretation, or misapplication of the provision of these rules and/or other written district policy.

- 1.15. **Grievance Procedure:** The systematic means by which an employee may obtain consideration of a grievance.
- 1.16. **He/His, She/Her, and Their/Them:** The terms “he” and “his,” “she” and “her,” and “their” and “them” are used interchangeably in this document.
- 1.17. **Independent Contractor:** An individual who is not an employee, and who serves solely pursuant to a contract that has been formed and approved as required by the District purchasing policies and procedures.
- 1.18. **Leave of Absence:** Paid or unpaid leave granted to an employee at the discretion of the General Manager or designee.
- 1.19. **Management Employees:** General Manager and full-time employees, who hold the positions of Manager or Supervisor.
- 1.20. **Military Leave:** Leave associated with active or inactive duty in the United States Armed Forces, National Guard, or Naval Militia.
- 1.21. **Non-Exempt Employee:** Employees whose duties do not meet the requirements to qualify for the executive, administrative, or professional exemptions under the FLSA, and are not exempt from the FLSA overtime pay requirements. An hourly employee who is entitled to overtime pay or compensatory time off at a rate of one and one-half of his/her regular rate of pay for all hours actually worked in excess of 40 hours during the employee’s designated workweek.
- 1.22. **On-Call:** Time when an employee is expected to be ready and available to conduct work for the District on an as-needed basis upon short notice.
- 1.23. **Performance Evaluation:** A review and evaluation of an employee's performance and capabilities in the employee’s authorized position by the employee's immediate supervisor or manager.
- 1.24. **Probationary Employee:** A probationary employee serves a probationary period at either: the outset of initial employment with the District; or at the outset of a promotion to a higher classification. During the probationary period, a probationary employee serves as an at-will employee, (*i.e.*, at the pleasure of the appointing authority), has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.
- 1.25. **Probationary Period:** A specific 12-month period during which the employee is required to demonstrate his/her fitness for the duties of the position to which the employee has been appointed by actual performance of these duties and can be extended by the General Manager or designee up to an additional 12 months at his/her discretion.

- 1.26. **Promotion:** Advancement to a higher salary range, with an increase in responsibility, typically accompanied by a title change.
- 1.27. **Regular Full-Time Employee:** An employee working thirty-two (32) to forty (40) hours per week or more who has successfully completed his/her probationary period.
- 1.28. **Regular Part-Time Employee:** An at-will employee who regularly works less than forty (40) hours per week and no more than 1000 hours per year.
- 1.29. **Resignation:** Voluntary separation from the District by an employee.
- 1.30. **Supervisor:** An employee in a position designated by the District as a supervisory position.
- 1.31. **Temporary Employee:** An employee assigned to a limited period of employment of one year or less, which may be on a full-time or part-time basis, as determined by the District. This includes seasonal recreational workers.
- 1.32. **Termination:** Separation of an employee from employment with the District.

SECTION 2. GENERAL PROVISIONS.

- 2.01. **Adoption:** Whereas, the Board of Directors of the District desires to provide and maintain a system of official rules concerning pay and personnel administration for its employees, it adopts the Personnel Policies and Procedures (“Policies”) and any related amendments.
- 2.02. **Purpose:** The purpose of these Policies is to guide the application of fair personnel management, which promotes the efficient and economical delivery of District services.
- 2.03. **No Contract Right:** These Policies do not create any contract right or any contract of employment, express or implied. The District retains the full discretion to modify these Policies at any time in accordance with the law.
- 2.04. **Applicability of Policies:** These Policies apply to all categories of employees of the District unless a specific section or provision excludes them. Independent contractors and volunteers are not employees for the purpose of this manual. Additionally, the policies are not applicable to Board Members.
- 2.05. **Prior Policies Repealed:** If a provision of these Policies is inconsistent or in conflict with any provisions of any prior District personnel policies, procedures, resolutions, rules, or regulations governing the same subject, the provision of these Policies shall prevail. Any prior District personnel policies, procedures, resolutions, rules, or regulations that are inconsistent or in conflict with these Policies are hereby repealed.
- 2.06. **Violation of Personnel Policy:** Violation of these Policies shall constitute grounds for suspension, demotion, termination, or other disciplinary action deemed appropriate at the discretion of District management.

- 2.07. Changes of Law:** If any provision of these Policies is inconsistent or in conflict with any requirement of applicable law, applicable law shall govern. In the event any statutory or regulatory provisions referenced in these Policies are amended, modified, or extended, the District shall abide by the amended, modified, or extended statutory or regulatory provisions to the extent applicable to these Policies and the employees of the District.
- 2.08 Amendment:** The District's Board of Directors may amend these Policies at any time by formal action.
- 2.09. Fair and Equal Employment Opportunity:** The District affords equal employment opportunity for all qualified employees and applicants as to all terms of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. The District prohibits discrimination against employees or applicants for employment on the basis of race, religious creed, color, national origin, ancestry, age (40 and over), physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military and veteran status or any other basis protected by law. Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report the conduct immediately by using the complaint procedures provided in these Policies, or by contacting the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH).
- 2.10. General Security Measures:** Vendors and consultants shall not be on District premises before or after work hours, or on weekends unless accompanied by a District employee the entire time. Exceptions may occur with approval of the General Manager or designee.
- 2.11. Access and Keys:** Regular employees shall receive keys to District facilities and related security access codes at the discretion of the General Manager or designee. Keys are the property of the District. Employees shall surrender all keys to the District prior to any extended leave of absence, upon termination, or resignation and before receiving payment of salary due at termination or resignation. Employees shall immediately report lost or stolen key to the Management.
- 2.12. Standard of Conduct:** The District has a strong commitment to prohibiting and preventing discrimination, harassment, and retaliation in the workplace. In addition, the District expects employees to adhere to a standard of professional conduct that is respectful, considerate, and courteous to all persons. The District will not tolerate conduct that is personally offensive to others. Abusing the dignity of anyone through ethnic, sexist, religious or racial slurs or other derogatory or objectionable conduct may be cause for disciplinary action up to and including termination. Included in this area of offensive behavior are suggestive remarks, physical advances, or intimidation. Please see Section 28 below for the District's Policy against Discrimination, Harassment, and Retaliation.
- 2.13. Supplemental Policies:** These Policies do not preclude the General Manager or designee from developing and administering supplemental personnel policies, as long as they do not conflict with these Policies or other District resolutions and ordinances.

- 2.14. General Manager's Authority:** The Board of Directors hereby authorizes the General Manager or designee to make such administrative decisions as are necessary to implement these personnel rules and expedite District services in accordance with all federal and state laws and regulations and these Policies. The General Manager or designee may delegate responsibility to a Manager to perform personnel actions in accordance with these Policies.
- 2.15. Statutory Provisions:** The Board of Directors is the governing body of the District and shall exercise all of its powers as provided in the CSD Law, Water Code and any other applicable provisions of law.
- 2.16. Copy of Rules:** The District will make a copy of these Policies available to each employee of the District following changes to the Policies, during employee orientation for new employees; and a copy shall be placed on file with the District.
- 2.17. Employee Acceptance:** As a condition of employment, all employees are required to read and request necessary clarification of these Policies. Each employee is required to sign a statement of receipt acknowledging that: a) he/she has received a copy of or access to the Policies; b) understands that he/she is responsible to read and become familiar with the contents of and any revisions to the Policies; and c) he/she agrees to abide by these Policies.
- 2.18. Outside Employment:** Employees shall not engage in any voluntary, paid or self-employment activity, or enterprise which is inconsistent, incompatible or in conflict with his/her District duties, functions, responsibilities, of the District. In order to avoid perceived or actual conflicts of interest that may arise from outside employment, all employees must obtain written approval from the General Manager prior to undertaking any outside employment. Outside employment must not interfere with the ability to carry out District duties and responsibilities.
- A. Use of District Equipment Prohibited: Under no circumstances may an employee use any District equipment, vehicles, tools, supplies, machines, or any other item that is District property while an employee is engaged in any outside employment, activity, or enterprise.
- B. Conflict of Interest Prohibited: In addition to the foregoing, the employee shall at all times comply with all applicable provisions of the District's Conflict of Interest Code and Personnel Policies and Procedure, the requirements of Government Code Section 1090, and all other applicable provisions of law.

SECTION 3. HIRING PROCEDURES.

- 3.01. Procedure:** All positions must be approved by the Board of Directors and budgeted prior to recruitment. All recruitments will generally follow the steps outlined below:
- A. Managers/Supervisors will request authorization from the General Manager to fill the position.
- B. Upon receipt of the request to fill a position, the General Manager will determine, based on consultation with the Manager/Supervisor, whether employment will be temporary or

regular, and whether possibilities exist for promotion or transfer from within the organization.

Note: The District supports the practice of promoting from within whenever possible, as determined in the sole discretion of the General Manager. The District also believes that employees have the primary responsibility for their own career development. Any employee may apply for any open recruitment.

- C. Recruitments are posted on the District’s website.
- D. Interviews will be held with the most qualified applicants, which may include one or more interviews and hands-on demonstration of knowledge.
- E. Offer of employment will be contingent upon reference check, background check, drug test and medical examination with a start date within two weeks of the offer. Original diploma/transcripts and training certificates may be required.

- 3.02: Selection Procedures:** The General Manager or designee shall appoint each employee. The General Manager or designee shall establish selection procedures, which shall ensure the employment of the best fit for the District based upon a pool of qualified applicants, including such factors as education, experience, skills, knowledge, personal qualifications, and potential for growth.
- 3.03. Eligibility:** All persons considered for employment with this District shall be qualified to perform the essential functions of the position for which they are considered.
- 3.04. Application Forms:** Job applications shall be made on forms provided by the District and must contain an original signature of applicant. No faxed copies will be accepted.
- 3.05. Disqualification of Applications:** The General Manager or designee shall reject any applications that indicate the applicant does not meet the minimum qualifications required for the position; is not properly completed or incomplete; does not explain gap(s) in work history; is received after the application deadline; or makes any false statement of any material fact. At any time during employment if it is discovered that false statements were made on an employee’s application it may result in immediate termination.
- 3.06. Filling Vacancies:** The General Manager or designee has the discretion to decide the manner in which to fill a vacancy including reinstatement, promotion, transfer, demotion, or appointment of temporary employees. When a regular vacancy occurs in an authorized position, the General Manager or designee may attempt, whenever reasonable, to fill the vacant position with an existing District employee who is both qualified for the position and willing to accept the employment change. When the General Manager or designee deems it better not to fill the vacancy with a District employee, the General Manager or designee may fill the vacancy with a person who is not a District employee. The General Manager or designee may determine that it is in the District's best interest to leave the position vacant. This section shall not be construed to limit in any way the General Manager's or designee’s right to hire the most qualified person available to fill any vacancy.

- 3.07. Appointment:** The General Manager or designee may make an appointment based on a personal interview with the applicant, using his/her best judgment as to the applicant's ability, experience, and adaptability to the position for which the applicant is applying.
- 3.08. Medical Examination:** After the District makes a conditional offer of employment, the prospective employee may be required to complete a pre-employment physical examination that will help to determine their ability to perform the job. A licensed physician or qualified medical professional chosen by the District shall perform the examination without cost to the prospective employee. The prospective employee shall be required to complete a medical history questionnaire and a medical records release to facilitate the physical examination at the District's preferred doctor's office. The physician will indicate the employee's fitness for employment on the physical examination form. In the event the physical examination is not completed prior to the employee's scheduled start date, only a tentative appointment may be made.
- 3.09. Drug Testing:** The prospective employee may be required to undergo a urinalysis for drug screening purposes. See Section 20, Prohibitions on Drugs and Alcohol in the Workplace, for more information on pre-employment drug testing.
- 3.10. Criminal Conviction Check:** The General Manager or designee may request information for the purpose of conducting a background check with both federal and state agencies. The District will consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position prior to an offer of employment.
- 3.11. Final Appointment:** Final appointment will be contingent on a satisfactory physical examination and background-check results and any other required pre-employment testing. The District shall reasonably accommodate qualified individuals with disabilities pursuant to Section 27, "Reasonable Accommodation and the Interactive Process".
- 3.12. Notification of Examination Results:** Each candidate in an examination shall be given written notice of the result thereof upon request.
- 3.13. Immigration Law Compliance:** In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 within three (3) days of the employee's first day of employment. Former employees who are rehired must also complete the form if they have not completed an I-9 with the District within the past three (3) years, or if their previous I-9 is no longer retained or valid.
- 3.14. Reasonable Accommodation:** The District provides reasonable accommodations as required under the Americans with Disabilities Act (ADA), the Fair Employment and Housing Act (FEHA), and the California Department of Fair Employment and Housing (DFEH) statutes and regulations. See Section 27, "Reasonable Accommodation and Interactive Process" below for more information.

SECTION 4. EMPLOYMENT.

- 4.01. Working Hours:** The District is open to the public from 8:00 a.m. to 5:30 p.m., Mondays through Fridays, except holidays. The standard workweek is nine (9) hours per day up to forty (40) hours

per week. The daily work schedule, or designated work week shall be consistent with Section 4.02, approved by the General Manager, and may vary based on job responsibilities. The General Manager or designee has discretion to alter the work schedule (*i.e.*, working hours) on a case-by-case basis, based on the needs of the District.

- 4.02. Designated Workweek and Work Schedule:** The District offers a 9/80 work schedule, which consists of four (4) days at nine (9) hours per day, and eight (8) hours on the fifth day (Friday), with nine (9) hours per day for four (4) days on the alternating weeks. For overtime purposes, a workweek shall begin exactly four (4) hours after the start of the shift of the alternating eight-hour Friday to ensure that each defined work week consists of 40 hours. For certain employees the work week is 40-hours per week which consist of eight (8) hour days for a total of 80 hours in a two-week period.
- 4.03. Meal Period:** The District provides a thirty-minute (30) non-compensated meal period to all full-time non-exempt employees who work at least an eight-hour workday. The District provides a 30-minute non-compensated meal period to all non-exempt full-time employees who work more than five (5) hours in a workday. An employee may waive the employee's right to the meal period in limited circumstances. If a work period of not more than six hours will complete the employee's shift for the workday, the meal period may be waived by mutual consent of the District and the employee. Employees who do not agree to waive their meal period in the circumstances described above will be provided a 30-minute non-compensated meal period in accordance with California law and the District policy. An employee may not use the meal period to shorten the workday. Non-exempt employees are responsible for taking their meal period as coordinated with supervisor/manager.
- 4.04. Rest Period:** The District provides a 10-minute compensated rest period to all non-exempt employees for each four-hour period of service. The employee shall take his/her rest period at a time designated by the employee's supervisor/manager. An employee may not use rest periods to shorten the workday or to extend the meal period.
- 4.05. Lactation Accommodation:**
- A. The District provides a reasonable amount of break time to accommodate an employee desiring to express breast milk for their infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee.
 - B. The District will provide employees with the use of a room or location to express milk in private. This room or location may be where the employee normally works. The room or location will:
 - 1. Be in close proximity to the employee's work area.
 - 2. Be shielded from view.
 - 3. Be free from intrusion while the employee is expressing milk.

4. Be safe, clean, and free of toxic or hazardous materials.
 5. Contain a surface to place a breast pump and personal items.
 6. Contain a place to sit; and
 7. Have access to electricity or alternative devices including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.
- C. The District will also provide access to a sink with running water and a refrigerator or cooling device suitable for storing milk in close proximity to the employee's workspace. The use of the room for lactation shall take precedence over other uses, but only for the time it is in use for lactation purposes.
- D. If an employee desires accommodation, the employee must submit a request to management. If the District is unable to provide break time or a location to express milk, the District will provide a written response to the employee's request. If the employee feels that the employee's rights have been violated, the employee has the right to file a complaint with the Labor Commissioner.
- 4.06. Attendance:** The employee is required to input all leave and work time in the on-line reporting system. The District will keep records of attendance, absences, and status of employees, including sick leave and vacation accrued and allowed; overtime for such employee; and related matters.
- A. Advance Notice: All employees are required to seek advance permission from his/her supervisor/manager for any foreseeable absence or deviation from regular working, break, and mealtimes.
- B. Personal Appointments: Employees shall make every effort to schedule personal appointments outside their working hours.
- C. Unforeseen Late Arrival or Absence: A non-exempt employee who is unexpectedly unable to report for work as scheduled must notify his/her immediate supervisor/manager no later than the beginning of the employee's scheduled work time and report the expected time of arrival or absence. If the immediate supervisor is not available, the employee must notify the General Manager. Absence without notice will be grounds for dismissal. The employee will be eligible for reinstatement only if some exceptional circumstances explain why the employee could not have provided the notice required by these rules.
- D. Unauthorized Absences: Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited, unless prior authorization was received. An overtime-eligible employee who fails to timely notify the supervisor/manager of any absences as required by this Policy, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence and will not receive compensation for the period of absence.

- E. Excessive Tardiness/Absenteeism and Abuse of Leave:
 - 1. Excessive tardiness occurs when a non-exempt employee who, without authorization, is late to work or late to return from breaks more than three times during any 30-day period.
 - 2. Excessive absenteeism occurs when the number of unapproved absences for reasons that are not permitted by state or federal law exceeds three (3) days in any three (3) month period. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination.
 - 3. Abuse of leave occurs when an employee claims to be entitled to leave when the employee does not meet the requirements for taking the leave, and may be grounds for discipline, up to and including termination. Should the District suspect that there is an abuse of leave by an employee, the District may require that the employee submit a physician's certificate to support the absence.
- F. Attendance Records: The District will maintain records of employee attendance to identify critical and chronic attendance problems that may require corrective action.
- G. Performance Evaluation: Each supervisor/manager will review and consider an employee's attendance when considering an employee's annual performance evaluation.

4.07. Personnel Changes:

- A. The Management shall complete a "Personnel Action Form" (PAF) to carry out all actions affecting an employee's position, classification, salary, work department, etc.
- B. It is the responsibility of each employee to notify Management promptly of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, educational accomplishments, individuals to be contacted in the event of an emergency, and other such status reports should be accurate and current at all times.

4.08. Classifications: All appointments shall be under one of the following types:

- A. Regular Full-Time: Employee will work the standard forty (40) hour workweek and receive compensation and benefits as herein provided.
- B. Part-Time: At-Will Employee who works less than the normal forty (40) hour workweek, but on a regular basis but no more than 960-1000 hours per year. Part-time employees are subject to the same standards of performance as regular full-time employees.
- C. Temporary Part-Time: Temporary employees who work part-time on an hourly basis as required by the District. This includes seasonal help for sports, etc. and is limited to less than 960-1000 hours per year.

- 4.09. Probationary and Regular Employees:** All original appointments and promotions of employees shall be subject to a probationary period of twelve (12) months, which can be extended an additional twelve (12) months if deemed necessary by the General Manager or designee. A probationary employee may be dismissed without cause at any time during the probationary period. An employee who serves the required probationary period in a satisfactory manner shall be classified as a regular employee and shall be subject to termination only for cause.
- 4.10. At-Will Employees:** All at-will employees serve at the pleasure of the appointing authority and have no property right in continued employment. Temporary employees, non-exempt employees, and probationary employees are at-will employees of the District who serve at the pleasure of the District's General Manager.
- 4.11. Driver's License and Insurance Requirements:** Possession of a current, valid California driver's license and insurability are a prerequisite for employment for positions that include driving as a job requirement. The District will consider any violation on an employee's driving record prior to employment in the insurability review and may, in conjunction with post-hire violations, result in un-insurability. An employee who becomes uninsurable or no longer possesses a valid California driver's license due to violations received on or off the job during the term of employment with the District, regardless of fault, may be subject to immediate termination. Employees must provide to the District a copy of a valid California driver's license and driving record for the last three (3) years prior to employment. Employees must also notify the District immediately upon loss or suspension of license or becoming uninsurable. The District may require an employee to participate in the Employer Pull Notice ("EPN") Program if the employee drives a District vehicle.
- 4.12. Use of District Vehicles:** Employees using District vehicles at any time must obey all traffic laws. Violations of this section may result in discipline, up to and including termination.
- A. Employees Assigned District Vehicles: Employees assigned District vehicles based upon his/her position, must sign a waiver acknowledging the terms and conditions for using a District vehicle before he/she may use the District vehicle. Employees assigned District vehicles may not use District vehicles for personal use, may not allow any person other than a District employee to operate a District vehicle, and may not allow any person other than a District employee to ride as a passenger in a District vehicle unless the passenger is riding for business related reasons and the employee has prior authorization from the General Manager or designee to have such passenger. However, an employee assigned to a District vehicle may take his/her District assigned vehicle home overnight.
- B. Use of District Vehicles for Out-of-Town Meetings, Trainings, and Conferences: An employee may check out a District vehicle for use to attend an out-of-town meeting, training, or conference. However, an employee must first be authorized to use the vehicle and sign a waiver acknowledging the terms and conditions for using a District vehicle before he/she may use a District vehicle. If the employee must depart for the out-of-town meeting, training, or conference before regular working hours, the employee may check out the District vehicle the night before and keep the District vehicle at his/her home overnight. If the employee returns from the out-of-town meeting, training, or conference after regular working hours, the employee may keep the District vehicle at his/her home

overnight and return the District vehicle the following morning. Employees may not use District vehicles for personal use, may not allow any person other than a District employee to operate a District vehicle, and may not allow any person other than a District employee to ride as a passenger in a District vehicle unless the passenger is riding for business related reasons and the employee has prior authorization from the General Manager or his/her designee to have such passenger.

SECTION 5. LAY-OFF AND RECALL PROCEDURES.

- 5.01. Lay-Off:** Whenever it becomes necessary to reduce the number of employees because of lack of work, lack of funds, or in the interest of economy, the General Manager or designee shall have the authority to implement the use of furlough days at his/her discretion and/or approve the specific positions to be discontinued.
- 5.02. Procedures for Lay-Off:**
- A. **Order of Lay-Offs:** When a lay-off is necessary, the formula used for the selection of positions to be eliminated shall be based upon neutral, and not prohibited, criteria. The District may retain an employee due to that employee's special training, ability, knowledge, or experience. Employees will be laid off in the inverse order of their seniority in their classification in the department. Seniority is determined based on the length of employment in the affected classification in the department, or higher classifications in the department. Length of employment includes all days of employment in attendance at work and on authorized or legally protected leaves of absence. Length of service does not include unauthorized periods of leave, suspension, or layoff. Within each classification, employees will be laid off in the following order: temporary; part-time; probationary; and for-cause status. If two (2) or more employees in a classification to be laid off have the same length of employment, the employee to be laid off will be decided by lottery.
 - B. **Notification of Lay-Off:** Affected employees shall be given reasonable advance notice in writing of an impending lay-off. The District shall furnish any laid-off employee with notice of his/her rights to continued health care coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
 - C. **Displacement Rights:** Employees whose positions have been deleted may bump employees in the same or lower classifications having less District seniority, at the General Manager's or designee's discretion.
 - D. **Benefits Upon Recall:** An employee who is laid off will retain accrued vacation and sick leave benefits if recalled within twelve (12) months; however, an employee may elect to receive payment for accrued benefits at the time of lay-off.
 - E. **Termination Pay:** In case of lay-off of a regular employee of the District through no fault of his/her own, and who has been employed for one (1) continuous year, termination pay equivalent to one (1) bi-weekly salary payment shall be made to the employee.

5.03. Recall:

- A. A recall of employees from lay-off will begin with the most senior position in the classification refilled.
- B. Employees who are laid off will remain on a recall list for twelve (12) months and shall be given the first opportunity to fill vacancies in classifications from which they were laid off and for which they are qualified.
- C. Recalled employees shall not have to serve a probationary period and will have all prior existing rights, benefits, and entitlements restored, providing they meet the current standards for the position they are recalled to fill.
- D. The District shall notify recalled employees of the recall by certified letter. Such employees who do not directly contact the General Manager or designee within ten (10) working days of the mailing date of said letter shall be removed from the recall list automatically.

SECTION 6. RESIGNATION, JOB ABANDONMENT (INVOLUNTARY RESIGNATION), AND RETIREMENT.

6.01. Resignation: An employee who desires to resign in good standing shall submit his/her resignation in writing to the General Manager or designee at least two (2) weeks in advance of his/her intended resignation date. Resignation will not entitle an employee to any termination benefit. The written notice must state the reasons for the resignation. Failure to follow the aforementioned procedure may be cause for denying future employment with the District. A resignation becomes final and irrevocable when the General Manager or designee accepts the resignation in writing. The General Manager or designee can accept a resignation even if the employee submits the resignation less than two (2) weeks prior to the intended resignation date.

6.02. Involuntary Resignation: An involuntary resignation may result from the following:

- A. An employee who is absent from his/her position for three (3) or more consecutive work days/shifts without prior authorization and without notification to his/her Supervisor, Manager or the General Manager or designee may be deemed to have resigned from District service.
- B. Failure to return from a leave of absence may be considered an automatic resignation.
- C. The employee will be given written notice, at his/her address of record, of the circumstances of the involuntary resignation, and an opportunity to provide an explanation for the employee's unauthorized absence. An employee who promptly responds to the District's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the General Manager or designee before final action is taken, to explain the unauthorized absence and failure of notification. The District will reinstate an employee separated for job abandonment upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment that

prevented notification. No employee separated for job abandonment has the right to a post-separation appeal.

- 6.03. Retirement:** An employee planning to retire shall provide a written notice to the General Manager or designee prior to the effective date of the retirement. A notice of retirement becomes final when the General Manager or designee accepts the notice of retirement in writing.

SECTION 7. BENEFITS ELIGIBILITY.

When an employee is separated from employment for any reason except for a lay-off, employee benefits are lost, effective the date of separation, except for vested rights under any applicable retirement plan and accrued vacation. Involuntary resignation or termination shall not entitle an employee to any termination payment. Newly hired employees shall be entitled to sick leave, vacation, and paid holidays accruing from the date of hire. All medical, dental, vision, life insurance and deferred compensation benefits will start on the first day of the month following the 60th day of employment. For full-time employees, CalPERS retirement benefit will commence on the first day of employment.

SECTION 8. COMPENSATION.

- 8.01. Paydays:** The District shall pay all employees bi-weekly on the Friday following the end of the pay period. If a payday falls on a holiday, the District typically pays all employees on the immediately preceding workday.
- 8.02. Method of Calculation:** The equivalent hourly rate of employees paid on a bi-weekly basis will be calculated by multiplying the basic monthly salary of the employee by 12 (for the number of months in the year) and then dividing by 2,080 hours (representing 52 weeks of 40 hours).
- 8.03. Responsibility for Payroll Preparation:** The Administration Department is responsible for preparing the payroll checks.
- 8.04. Overtime Pay:**
- A. District Policy: It is the District's policy that District work is done during regular working hours. Non-exempt employees must have their supervisor's/manager's pre-approval and authorization before working any overtime. The General Manager and all exempt personnel, as defined by the District Board of Directors, are not entitled to overtime pay.
 - B. Calculation of Overtime: Overtime shall be provided to non-exempt employees in accordance with the FLSA for all hours worked in excess of forty (40) hours in a workweek. For calculating overtime hours, a workweek shall begin exactly four (4) hours after the start of the shift of the alternating eight-hour Friday. Vacation time shall count as hours worked in the workweek. Sick leave will only count as hours worked in the workweek if the extra hours worked were because of a District emergency and approved by the employees' supervisor/manager. The employees' day of work shall begin at the normally scheduled start time as determined by their supervisor/manager. Overtime shall also be provided to non-exempt employees who work in excess of twelve (12) hours in a workday.

- C. Overtime Rate: Any overtime work shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for work in excess of forty (40) hours in a work week or two (2) times the employee's regular rate of pay for work in excess of 12 hours a day upon approval by the General Manager and paid to the employee at the same time as his/her regular pay.
- D. Overtime on Holidays: Employees required to work on a scheduled holiday shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay upon approval by the General Manager or designee and paid to the employee at the same time as his/her regular pay. Technical Employees who must work on Thanksgiving, Christmas day, for emergency or regulatory requirements, will be paid at a rate of two times the employee's regular rate of pay. If an employee works on a District holiday a floating holiday can be accrued on a day for day basis but must be used by June 30th of the current fiscal year.
- E. Travel: Consideration of overtime for Travel on days off is determined on a case-by-case basis. If travel can be completed during a regular workday and the employee opts to travel after work hours, this will not be compensated as overtime or compensatory time earned.
- F. Prior Approval Required for Overtime: The District prohibits non-exempt employees from working overtime except as directed and authorized by their supervisor/manager, or in case of emergency, as determined by the District. Working overtime without prior authorization or approval is grounds for discipline. In emergencies that necessitate working overtime, the employee must notify a Supervisor or Manager as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor/manager denies the request to work overtime, the employee must obey the supervisor's/manager's directive and cease working. Failure to follow these overtime approval procedures may subject the employee to disciplinary action, up to and including termination, for violating the overtime approval procedures.
- G. No Volunteering of Work Time: Employees must report all time worked for the benefit of the District as hours worked on time records so that the employee receives payment for all work. Non-exempt employees may not "volunteer" work time to perform duties that are the same or similar as their stated or regular job duties. Employees have no authorization to work without compensation. No supervisor/manager has authority to request non-exempt employees to volunteer work time.
- H. No Remote Access for Overtime-Eligible Employees: Unless the General Manager or designee specifies otherwise in writing, non-exempt Employees may only have remote access to District equipment, resources, or email if approved in writing in advance by the General Manager or designee.
- I. Accurate Time Reporting: All employees must accurately report all work time to the nearest five (5) minutes. Misrepresentation of time worked can lead to disciplinary action up to and including termination.

8.05. Compensatory Time Off (CTO): A non-exempt employee may accrue compensatory time-off ("CTO") if his/her Manager/General Manager agrees prior to overtime work being performed.

- A. Accrual Rate: CTO accrues at the rate of one and one-half (1.5) hours for each hour, or fraction thereof, worked after forty (40) hours of actual work within the employee's designated workweek. Time in paid leave status does not count toward CTO. Employees cannot accumulate CTO in excess of forty (40) hours per fiscal year. The accrual of CTO must be pre-approved. Every effort must be made to take time off during the same pay period to minimize the accrual of CTO.
- B. Employee Request to Use CTO: The District will grant an employee's request to use accumulated CTO provided that: 1) the district can accommodate the use of CTO on the day requested without undue disruption to operations; and 2) the employee makes the request in the electronic timekeeping software to the supervisor/manager as soon as possible. All CTO must be used by June 30th of each year.

8.06. Salary Schedule:

- A. The Board of Directors shall adopt a salary schedule pursuant to Section 8.11.A.
- B. The General Manager or designee shall develop job descriptions and salary ranges for every classification and update these as necessary; ranges shall be updated as necessary but approved annually by the Board of Directors in compliance with CalPERS policies, in a separate agenda item.
- C. Compensation of the General Manager shall be as agreed by negotiation with the Board of Directors.

8.07. On-Call Pay:

- A. Certain employees are required to be On-Call to respond to emergencies that may arise.
- B. The District will compensate employees On-Call at a rate to be determined by the District's Board of Directors and/or General Manager in accordance with these Policies. On-Call pay will be adjusted from time to time as appropriate. Employees On-Call will be paid an On-Call rate and current IRS mileage rate.
- C. New employees will not be placed On-Call until they have the knowledge and experience necessary to successfully perform emergency operations determined at the sole discretion of management.
- D. Employees On-Call must answer their District-provided cell phone for emergency calls and be able to respond within one (1) hour of a report of emergency. Failure to respond may remove an employee from On-Call duties.

- E. Employees On-Call shall receive a minimum two-hour overtime call provision beginning when the employee leaves to respond; plus, mileage when required to report to work.
- F. Employees On-Call must remain free of alcohol or any substance that can impair the employee's judgment.
- G. Overtime for On-Call duty shall include travel time from the employee's residence to the reporting station and return to the residence.
- H. Call-Back – is used when an employee has completed his/her shift and departed. The employee shall be paid for a minimum of two hours of overtime and the employee can claim actual mileage.

8.08. Payroll Deductions: The District shall deduct from each employee's salary or wages such amounts as may be required by law or as may be authorized by the employee for the following purposes:

- A. Federal income tax (withholding).
- B. State income tax.
- C. State disability insurance.
- D. Medicare tax.
- E. Social Security for Part-Time
- F. Such other deductions as may be required by law and/or as may be authorized by the employee and/or the Board of Directors. When so authorized or required, the District shall make such deductions and shall pay the amounts thereof to the specified entity or account.

8.09. Mistaken Overpayment: In the event an employee receives wages in excess of those to which the employee is entitled, the District reserves the right to obtain reimbursement from the employee for the overpayment as such overpayment constitutes an impermissible gift of public funds in violation of Article XVI, Section 6 of the California Constitution. The overpayment may be deducted through a payroll reversal and correction process or may be deducted from the first payroll after the overpayment has been identified. The District and the employee may enter into an agreement for the employee's reimbursement for the overpayment, which may include deductions for one (1) or more paychecks.

8.10. Performance-Based Evaluation Process: Performance evaluations, annual rate reviews, and position reviews are not subject to the grievance procedure.

- A. Employees will be evaluated annually based on their performance during the preceding year. This evaluation is based upon personal performance. The concept of the performance-based merit system is that each employee's salary will reflect his/her work performance. The evaluation form may change from time to time.

- B. Each employee shall be evaluated annually for full-time and upon service milestones for part-time. This evaluation shall be based on the employee's performance for the prior year and may include previously established goals, objectives, and performance measures. The supervisor/manager and employee will also work together during this period to establish new or revised objectives for the current year. Any merit increase awarded will be effective at the beginning of the pay period in which the evaluation is due.

8.11. Salary Review Process: Evaluations, annual rate reviews, and position reviews are not subject to the grievance procedure.

- A. Annual Salary Range Review Process: Each year, the District may conduct a general market trend analysis to determine whether the market has increased or decreased over the preceding year and whether such market fluctuation should result in an adjustment to the District's salary ranges. Management will present the Bureau of Labor Statistics Consumer Price Index for January to the Board of Directors no later than March during the annual budget development process. Should the Board of Directors, solely within its own discretion, authorize an adjustment to the wage ranges, such adjustment will take place on July 1 of each year unless otherwise directed by the Board.
- B. Annual Cost-of-Living Adjustment (COLA): The cost-of-living increase will be the same percentage applied to all employees unless otherwise directed by the Board. The cost-of-living can be the percentage set by the Bureau of Labor Statistics Consumer Price Index data for the San Bernardino/Riverside area for the preceding January to January period. The Board, in its sole discretion, may award more or less than the CPI percentage increase year over year (January/January). The range modifications based upon the approved COLA will be effective July 1 of each year.
- C. Promotions: A promotion is defined as taking a position that is in a salary range higher than the current position. Employees who are promoted to another position shall receive a minimum five percent (5%) increase provided the five percent (5%) does not exceed the top of the new salary range. Employees who are promoted shall be subject to a twelve (12) month probationary period. If the employees' current wage rate is below the bottom level of the new salary range, they will be placed in the first step of the new salary range. In the event an employee does not satisfactorily complete his/her probationary period, the employee may be reinstated to his/her prior position if it is still vacant but will lose the salary increase. The General Manager will determine the placement of a new or promoted employee in a range.
- D. Transfers: Employees who voluntarily transfer to another position that is in the same salary range as their current position shall not be eligible for an increase. In the event an employee's transfer is at the specific request of the District based on the needs of the operation, such employee shall be compensated with an increase up to a maximum of five percent (5%), provided such increase does not exceed the maximum of the current salary range. Employees who are transferred shall be subject to a twelve (12) month probationary period. If the employee's current wage rate is below the bottom level of the new salary range, they will be placed in step 1 of the new salary range. In the event an

employee does not satisfactorily complete his/her probationary period, the employee may be reinstated to his/her prior position if it is still vacant but will lose the salary increase.

- E. Position Reclassification: In the event a current position is re-evaluated and reclassified to a higher salary range, the incumbent in that position shall be placed in the new salary range at approximately the same relative level the employee held in the previous range. This procedure shall apply only when the reason for the reclassification is due to the addition of new or more complex responsibilities. In the event the responsibilities remain unchanged, the employee shall remain at the same wage rate unless the current wage rate is below the entry level of the new salary range, at which time the employee shall be increased to the bottom-level rate of the new salary range. However, the employee must meet the minimum qualifications of the job duties for the reclassified position.

8.12. Position Review Process: Evaluations, annual rate reviews, and position reviews are not subject to the grievance procedure.

A. New Position Development and Review Process:

1. A detailed job description must be developed utilizing the authorized format.
2. A limited or directed marketplace review and internal evaluation of this position may be conducted by the General Manager or designee at the request of the supervisor/manager. The General Manager shall determine the budget capacity of the new position and, if appropriate, include the new position in the staff's budget recommendation to the Board of Directors.

B. Existing Position Review Process:

1. The job description must be revised to reflect an increase in responsibility that would justify the salary range change, or in the event the market for the position has changed to the degree to warrant a re-evaluation of the position, such justification must be presented to the General Manager by the supervisor/manager.
2. A limited or directed marketplace review and internal evaluation of this position may be conducted by the General Manager or designee at the request of the supervisor. The General Manager shall determine the budget capacity of the new position and, if appropriate, include the new position in the staff's budget recommendation to the Board of Directors.

8.13 Working Out of Class Pay

8.13.1 Short-Term or Temporary or Emergency Assignments - No employee shall be required to perform duties which are not closely related both in kind of work and level of responsibility to duties formally assigned in his or her job description, except on a short-term basis or temporary or

emergency basis. For purposes of this section, "short term or temporary or emergency basis" means three consecutive weeks or less.

8.13.2 Other Temporary Assignments - An employee may be temporarily assigned to a vacant position in a job description higher than the position he or she occupies, other than on a short term or temporary or emergency basis, only by written authorization from the General Manager. The employee so assigned shall be granted a temporary salary increase of no less than the minimum salary level of that position, or 5 percent, whichever is greater, for the duration of the temporary reclassification. No such temporary reclassification shall exceed six (6) months. No employee shall be classified as working out of class unless such assignment is confirmed in writing by the General Manager. Such written authorization shall include the estimated term of such temporary reclassification and the temporary salary increase granted.

In the absence of any written authorization from the General Manager that the employee has been approved to be temporarily assigned to another position, such employee shall serve in that higher position only on a short-term or temporary or emergency basis and shall not be entitled to any higher salary or other benefits of the higher position.

The position vacated by the employee who is temporarily reclassified shall not be permanently refilled until the temporarily reclassified employee either is permanently appointed to the new position or returned to his or her prior position.

Any employee working out of class for a period in excess of the limits specified herein shall promptly inform Management who shall inform the General Manager of such work out of class. Any employee, who continues to work out of class in excess of the term specifically authorized in writing by the General Manager, shall incur no rights to any continued temporary salary increase or other benefits of the higher position and the District shall incur no liability or obligation to such employee.

SECTION 9. SICK LEAVE.

9.01. Purposes for Sick Leave: Sick leave is paid leave from work that can be used for the following purposes:

- A. Diagnosis, care, or treatment of an existing health condition or preventative care for an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or
- B. For an employee who is a victim of domestic violence, sexual assault, stalking or other crime in order for the employee to engage in any of the following activities: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or the employee's child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

9.02. Accrual & Carryover:**A. Accrual & Carryover for Different Categories of Employees:**

1. Employees in regular positions who are not part-time employees shall accrue sick leave at a rate of 3.69 hours per pay period with a maximum of 96 hours per year. Accrued sick leave carries over from year to year.
2. Employees in part-time positions who work thirty (30) or more days within a year from the commencement of employment shall have 24 hours of sick leave each year starting every January 1. Sick leave does not carry over from year to year.

B. Sick Leave Use: Earned sick leave shall be available for use the first day following the month in which it is earned subject to the limits and request provisions in this Policy. Employees may use accrued sick leave, in a minimum increment of one (1) hour, upon completion of one (1) full pay period of continuous service.

9.03. Sick Leave Request: To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor/manager reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. If the employee is required to be absent on sick leave for more than one (1) day, the employee must keep the immediate supervisor/manager informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this Policy without good reason may result in the employee being treated as absent without leave. In the event the supervisor/manager is not available to receive notification, the General Manager must be informed of the request to use sick leave.

9.05. Certification: The District may require employees to provide a physician's certification to support any absence that involves the illness of the employee or family member if the District suspects that there is an abuse of sick leave by the employee. Any absence of three (3) or more days requires a physician's certification. All employees who use paid leave to address issues related to domestic violence, sexual assault, stalking, or other crimes and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

9.06. Sick Leave Conversion:

Sick Leave Conversion: After ten years of continuous service from the date of hire as a regular full-time employee upon retirement, resignation, death, or separation, an employee or the estate of an eligible employee will be paid for unused sick leave accrued to the date of termination according to the following formula:

<u>Sick Leave Accrued As of Date of Termination</u>	<u>Cash Payment % of Accrued Sick Leave</u>	<u>Remaining Hours Reported to PERS for Service Credit</u>
480 Hours or Less	30%	70%
481 Hours to 600 Hours	35%	65%
601 Hours to 720 Hours	40%	60%
721 Hours to 840 Hours	45%	55%
841 Hours to 1000 Hours	50% up to 500 hours	50%

Upon retirement, in the event the employee selects the cash payment option, the total remaining sick leave hours after the cash payment are reported to CalPERS and become additional service credits toward the employee’s retirement. At the employees’ option, all sick leave may be reported to CalPERS in lieu of a cash payment.

- 9.07. **Sick Leave Reinstatement:** If an employee with more than one year of service separates, is rehired within one (1) year from separation and did not convert sick leave pursuant to Section 9.06 above, the District may reinstate the unused sick leave balance.

SECTION 10. FAMILY AND MEDICAL CARE LEAVES.

- 10.01. **Statement of Policy; Concurrent Running of FMLA and CFRA Leaves:** The District provides family and medical care leave for eligible employees up to 12 weeks per rolling 12-month period in accordance with California’s Moore-Brown-Roberti Family Rights Act (“CFRA”) and the federal Family and Medical Leave Act of 1993 (“FMLA”).

Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA’s job restoration or maintenance of health benefits provisions. Unless otherwise stated in Section 10, all references to “leave” in Section 10 means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, the District will run each employee’s FMLA and CFRA leaves concurrently.

This Policy is supplemented by the FMLA, and the CFRA. Notwithstanding anything herein to the contrary, all applicable provisions of the CFRA and FMLA as may be amended from time to time, as well as all other applicable statutory requirements, are hereby incorporated herein and shall control over any inconsistent provisions of the District’s Policies. Employees with any questions regarding this Policy should contact the General Manager.

- 10.02. **Required Forms:** Employees must complete the applicable forms to receive family and medical care leave. Employees may find these forms online or from their medical provider.

10.03. Definitions:

- A. “12-Month Period” means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

- B. "Single 12-Month Period" means a 12-month period that begins on the first day the eligible employee takes FMLA leave to take care of a covered servicemember and ends 12 months after that date.
- C. "Family Member" for FMLA leave means an employee's child, parent, or spouse. "Family Member" for CFRA leave means an employee's child, parent, spouse, domestic partner, grandchild, grandparent, or sibling.
- D. "Child" Under the FMLA, "child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or stepchild. A child is "incapable of self-care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning shopping, taking public transportation, paying bills, maintaining a residence, or using telephones and directories.

Under the CFRA, "child" means a child, including a child who is 18 years of age or older who is incapable of self-care. An employee's child means a biological, adopted, foster, stepchild, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.
- E. "Parent" means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- F. "Spouse" means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined below.
- G. "Domestic Partner" is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is equivalent substantially to the California domestic partnership is also sufficient.
- H. "Grandparent" means a parent of the employee's parent.
- I. "Grandchild" means a child of the employee's child.
- J. "Sibling" means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.
- K. "Serious Health Condition" means an illness, injury impairment, or physical or mental condition that involves:

1. Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered “inpatient” when a health care facility admits him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or
2. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - a. A period of incapacity (*i.e.*, inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
 - b. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - i. Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision by a health care provider, or by a provider of health care services (*e.g.*, a physical therapist) under orders of, or on referral by a health care provider; or,
 - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
3. Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is considered a “serious health condition” only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave (PDL). See Section 10.17 below.
4. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider,

- b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c. May cause episodic rather than a continuing period of incapacity (*e.g.*, asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
 - 5. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
 - 6. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- L. "Health Care Provider" means:
- 1. A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;
 - 2. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition,
 - 3. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law,
 - 4. Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law,
 - 5. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
- M. "Covered active duty" means: 1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or 2) in the case of a member of the reserve component of the Armed Forces, duty

during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

- N. "Covered Servicemember" means: 1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or 2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- O. "Outpatient Status" means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- P. "Next of Kin of a Covered Servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.
- Q. "Serious Injury or Illness" means: 1) in the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered servicemember incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; or 2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

10.04. Eligibility:

- A. To be eligible for family and medical care leave, an employee must:
1. Have worked for the District for at least twelve months prior to the date on which the leave is to commence,

2. Have worked at least 1,250 hours in the twelve (12) months immediately preceding the commencement of the leave; and
 3. For FMLA leave eligibility, the District directly employs five (5) or more persons to perform services for a wage or salary. The phrase “current or preceding calendar year” refers to the calendar year in which the employee requests the leave or the calendar year preceding this request.
- B. To be eligible for 12 weeks of parental leave to bond with a new child within one year of the child’s birth, adoption, or foster care placement, an employee must:
1. Have worked for the District for at least twelve months prior to the date on which the leave is to commence,
 2. Have worked at least 1,250 hours in the twelve (12) months immediately preceding the commencement of the leave; and
 3. The District directly employs at least 20 full or part-time employees within a 75-mile radius.

10.05. Permissible Uses for Family and Medical Care Leave: An employee may request Family and Medical Care Leave for the reasons listed below:

- A. The birth of a child or to care for a newborn of an employee,
- B. The placement of a child with an employee in connection with the adoption or foster care of a child,
- C. Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition,
- D. Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, or sibling who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA,
- E. Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position,
- F. Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, son, daughter, or parent is on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation; or
- G. Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered servicemember of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member’s

active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period.

10.06. Substitution of Paid Leave for Family and Medical Care Leave: Although family and medical care leave is unpaid, the District will require an employee to concurrently use all paid accrued leaves during family and medical care leave as described below.

- A. District’s Right to Require an Employee to use Paid Leave when using FMLA/CFRA Leave: Employees are required to use and exhaust their accrued vacation time and other paid personal leave (except sick leave) concurrently with all family and medical care leaves with two exceptions as described below:
 - 1. Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee’s salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; and
 - 2. An employee must agree to use accrued sick leave to care for a child, parent, spouse, or domestic partner.

- B. Sick Leave: Employees may elect to use sick leave concurrently with family and medical care leave to attend to the employee’s own serious health condition or that of the employee’s child, parent, spouse, or domestic partner, or for other types of family care leave. An employee on family and medical care leave for his/her own serious health condition may use sick leave or compensatory time, if available, for additional time off on a pro-rata basis, with total benefits not exceeding wages or salary at the time of the leave.

- C. District’s Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves: If an employee takes a leave of absence for any purpose, which also qualifies under both the FMLA and CFRA, the District will designate that leave as running concurrently with the employee’s 12-week FMLA/CFRA leave entitlement.

- D. District and Employee’s Rights if an Employee Requests Accrued Leave without Mentioning FMLA or CFRA: If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA qualifying purpose, the District may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. However, if the District denies the employee’s request and the employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, the District may require the employee to exhaust accrued leave as described above.

10.07. Amount of Leave: An eligible employee may take a maximum of 12 workweeks (or 26 workweeks to care for a covered servicemember) of family and medical care leave in a rolling 12-month period measured backwards from the date the employee’s leave commences. If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition leave, the leave will be designated as military caregiver leave first.

The substitution of paid leave for family and medical care leave does not extend the total duration of family and medical care leave to which an employee is entitled to beyond 12 weeks in a 12-month period. For example, if an employee has accrued four weeks of unused paid vacation time at the time of the request for family and medical care leave that paid vacation time will be substituted for the first four weeks of family and medical care leave, leaving up to eight additional weeks of unpaid leave.

10.08. Minimum Duration of Leave:

- A. If leave is requested for the birth, adoption, or foster care placement of a child of the employee, leave generally must be taken in blocks of at least two weeks' duration; however, the District will provide employees with leave for birth, adoption, or foster care placement of less than two weeks' duration on any two (2) occasions. Leaves taken for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.
- B. If leave is requested to care for a child, parent, spouse, domestic partner, grandparent, grandchild, sibling, or the employee themselves with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this policy is required.

10.09. Intermittent Leave or Leave on a Reduced Schedule: Family or medical care leave for the employee's own serious health condition, or to care for the serious health condition of the employee's spouse or domestic partner, parent, or child, may be taken intermittently or on a reduced schedule where the employee provided medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. If leave is taken intermittently or on a reduced schedule, the District retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

10.10. Parents both Employed by the District: Parents who are both employed by the District who request to take leave for the birth, adoption, or foster care of their child are entitled to bonding leave as follows:

- The aggregate number of workweeks of FMLA leave to which both may be entitled may be limited to 12 workweeks during any 12-month period; and
- Each parent is entitled to take 12 workweeks of CFRA leave during any 12-month period.

10.11. Leave's Effect on Pay: Except to the extent that other paid leave is substituted for family or medical care leave, family and medical care leave is unpaid. Employees may be entitled to Paid Family Leave (PFL) for up to six (6) weeks in any twelve-month period. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions for short-term disability provide funding for this program. PFL is administered like State Disability Insurance by the California Employment

Development Department. PFL must be taken concurrently with family and medical care leave and does not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation before the employee will be eligible to receive PFL.

10.12. Leave’s Effect on Benefits:

- A. Health Insurance During Unpaid Leave: During an employee’s family or medical care leave, for up to a maximum of six (6) months in a twelve (12)-month period, the District will continue to pay for the employee’s participation in the District’s group health, vision, and dental plans to the same extent and under the same terms and conditions as would apply had the employee not taken leave.
- B. Employees will continue to accrue vacation, sick time, holidays, health, vision, and dental benefits during the first six (6) months of an approved leave of absence. However, no tenure or benefits will accrue after six (6) months, if the employee is still on a leave of absence, until such time as all accrued vacation and sick leave are used.
- C. Payment of Premiums: Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using his/her paid leave) or direct payments (if the employee is not using his/her paid leave). The District will inform the employee whether the direct payments for premiums should be paid to the carrier or to the District, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while the employee is on leave.
- D. Recovery of Premiums if Employee Fails to Return from Leave: If the employee fails to return to work after his/her leave entitlement has been exhausted or expires for a reason other than the recurrence, continuation, or onset of a serious health condition of the employee or his/her family member which entitle the employee to leave or because of other circumstances beyond the employee’s control, the District can recover any health premiums paid by the District on the employee’s behalf for the entire leave period.
- E. Accrual of Benefits: Employees on family and medical care leave accrue employment benefits such as sick leave, vacation benefits, or seniority only when paid leave is substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.
- F. Coordination of Benefits: At the employee’s option, a leave of absence for a non-work-related disability will be coordinated with short-term and long-term disability, or any other benefits provided to the employee in an effort to minimize the impact of a leave of absence for both the employee and the District.

10.13. Employee Notice and Medical Certification/Recertification: Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

- A. **Employee Notice of Leave:** Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that the employee will need leave in the future but does not know the exact day(s) (*e.g.*, for the birth of a child or to take care of a newborn), the employee shall inform their supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.
- B. **Employee's Own Serious Health Condition:** Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position. Upon expiration of the time period the health care provider originally estimated that the employee needed for their own serious health condition, the employee must obtain recertification if additional leave is requested.
- C. **Family Member Serious Health Condition:** Employees who request leave to care for a child, parent, domestic partner, spouse, grandparent, grandchild, or sibling who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, spouse, grandparent, grandchild, or sibling and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, domestic partner, spouse, grandparent, grandchild, or sibling. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.
- D. **Service member Serious Injury or Illness:** Employees who request FMLA leave to care for a covered service member who is a child, spouse, parent or "next of kin" of the employee, must provide written certification from a health care provider regarding the injured service member's serious injury or illness. The District will verify the certification as permitted by the FMLA regulations.
- E. **Qualifying Exigency:** The first time an employee requests leave because of a qualifying exigency, an employee may require the employee to provide a copy of the military member's active-duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active-duty status in a foreign

country, and the dates of the military member's active-duty service. A copy of the new active-duty orders or similar documentation shall be provided to the District if the need for leave because of a qualifying exigency arises out of a different active duty or call to active-duty status of the same or a different military member. The District will verify the certification as permitted by the FMLA and CFRA regulations.

- F. **Time to Provide a Medical Certification:** When an employee has provided at least 30 days' notice for a foreseeable leave, the employee must provide the required medical certification to the District before the leave begins. When this is not possible, employees must provide the required medical certification to the District within 15 calendar days after the District's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's diligent, good faith efforts.
- G. **Consequences for Failure to Provide an Adequate or Timely Medical Certification:** If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established in this policy, the District may delay the taking of FMLA/CFRA leave until required certification is provided or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification. Any request for an extension of the leave also must be supported by an updated medical certification.
- H. **Second and Third Medical Opinions for Employee's Own Serious Health Condition:** If the District has a good faith, objective reason to doubt the validity of the medical certification provided by the employee for the employee's serious health condition, the District may require the employee to obtain a medical opinion from a second health care provider of the District's choosing at the District's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the District may require the opinion of a third health care provider jointly approved by the District and the employee, also at the District's expense. The opinion of the third provider will be binding. The District will provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee. Before permitting the employee to return to work, the District also may require the employee to provide medical certification that the employee is able to return to work.

10.15. General Manager's or Designee's Review of the Contents of Medical Certification for Employee's Own Serious Health Condition:

- A. **Complete and Sufficient:** The employee must provide a certification for his/her own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the General Manager will give the employee written notice of the deficiencies and seven (7) days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.

- B. Authentication and Clarification: After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, the General Manager may contact the health care provider who provided the certification to clarify and/or authenticate the certification. "Authentication" means providing the health care provider with a copy of the certification form and requesting that the health care provider verify that he/she signed the form and completed or authorized the information on the form. "Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The General Manager or Designee may not ask for additional information beyond that required on the certification form.

10.16. Reinstatement Upon Return From Leave:

- A. Reinstatement to Same or Equivalent Position: Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.
- B. Date of Reinstatement: If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the District, the employee will be reinstated within two business days, where feasible, after the employee notifies the District of his/her readiness to return.
- C. Employee's Obligation to Report on Their Condition: Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
- D. Fitness for Duty Certification: As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.
- E. Reinstatement of "Key Employees": Under the FMLA only, the District may deny reinstatement to employees who are among the highest paid ten percent (10%) of the District's employees ("Key Employee") if such denial is necessary to prevent substantial and grievous economic injury to the District's operations and the employee is notified of the District's intent to deny reinstatement on such basis at the time the District determines that such injury would occur. Under the CFRA, the District shall not deny reinstatement to a Key Employee during or upon the expiration of CFRA leave.

10.17. Pregnancy-Related Disability Leave:

- A. **Amount of Leave:** Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks). For a full-time employee who works 40 hours per week, “four months” means 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.
- Pregnancy-related disability leave is in addition to any family and medical care leave to which the employee may be entitled under Section 10.04 B of this policy. Employees may take pregnancy-related disability leaves intermittently, or on a reduced-hours schedule, as medically necessary.
- B. **Notice:** Employees must submit requests for pregnancy disability leave in writing with reasonable advance notice of the medical need for the leave. All leave must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the General Manager.
- C. **Certification:** The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: 1) the employee is disabled from working by pregnancy, childbirth, or a related medical condition; 2) the date on which the employee became disabled by pregnancy, childbirth, or a related medical condition; and 3) the estimated duration or end date of the leave.
- D. **Reasonable Accommodation:** An employee is entitled to reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the District with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee may be entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.
- E. **Compensation During Leave:** Pregnancy-related disability leaves are without pay, but employees may be eligible for SDI and, if so, the District may coordinate the employee’s benefits through the SDI program. However, an employee taking pregnancy-related disability leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. The substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.
- F. **Leave’s Effect on Benefits:** An employee taking a pregnancy-related disability leave may continue to receive the group health, dental, and vision coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. The District may recover premiums it paid to

maintain health coverage if an employee does not return to work following pregnancy disability leave unless the reason for the failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the CFRA.

- G. Sick and Vacation Leaves: Sick and vacation leaves do accrue while an employee is on unpaid pregnancy disability leave.

- H. Employee Status during Leave: The employee retains employee status during the leave. Leave is not a break in service for purposes of longevity or seniority under any employee benefit plan. Benefits will be resumed upon the employee’s reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam, or other qualifying provisions.

- I. Reinstatement:
 - 1. Upon the expiration of pregnancy leave, the employee will be reinstated to her original or a comparable position, so long as it was not eliminated for a legitimate business reason during the leave.

 - 2. If the employee's original position is no longer available, the employee will be assigned to a comparable, open position.

 - 3. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies. See Section 27, “Reasonable Accommodation and Interactive Process below”.

SECTION 11. MEDICAL LEAVES OF ABSENCE FOR OCCUPATIONAL INJURIES AND ILLNESSES.

11.01. Industrial Leave: Employees who are absent from work by reason of an injury or illness covered by Worker’s Compensation shall continue in pay status subject to this Policy.

- A. Coordination of Benefits: When the employee authorizes, the difference between the amount granted pursuant to such Worker’s Compensation and the employee’s regular pay will be deducted from the employee’s accumulated sick leave, vacation, personal holidays, and compensatory time, if any. The employee will continue in pay status and receive the employee’s pay until all accumulated sick leave, and authorized compensatory time, personal holidays, and vacation days, have been depleted to the nearest hour.

- B. Accrual of Sick and Vacation Leave Continues While on Paid Leave: During the time the employee is in fully paid status while absent from work by reason of injury or illness covered by Workers’ Compensation, the employee shall continue to accrue sick leave and vacation benefits as though the employee were not on a leave of absence.

- C. Unpaid Leave and Continuation of Health Care Benefits: Any employee subject to this Policy who depletes the employee's accumulated sick leave, compensatory time, personal holiday time and vacation days while absent from work by reason of an injury or illness covered by Worker's Compensation may receive an unpaid leave of absence and continuation of health care benefits consistent with federal and/or state law.

11.02. Disability-Related Leaves of Absence: Pursuant to the District's Family and Medical Care Leaves and Reasonable Accommodations policies, an employee on an approved disability or medical related leave of absence, may be eligible for disability-related benefits administered through the state Employment Development Department ("EDD"). Such benefits may be coordinated with the employee's accrued, available leaves as set forth in the District policy applicable to the type of leave taken. However, the total amount of compensation may not exceed the employee's wages or salary. Employees are encouraged to contact the General Manager/Designee or visit the EDD website, at <https://www.edd.ca.gov/>, for more information.

SECTION 12. OTHER LEAVES TYPES AND RELATED CONDITIONS.

12.01. Access to District Property during Leave: While an employee is on any type of leave outlined in Sections 10, 11, and 12 of these Policies, the District reserves the right to prohibit the employee's access to District facilities, restrict access to District computers, laptops, email and electronic systems, and desk phones and retrieve District-issued cell phone(s), and District-issued credit card(s).

12.02. Leave of Absence without Pay Must Be Authorized by Law or These Policies:

- A. Leave Without Pay: Unless authorized by law or an District policy, an employee is not entitled to a leave of absence without pay. Leave without pay shall be granted only upon request of the employee through the recommendation of the General Manager or designee.
1. Unless required by law and except as otherwise provided herein, the increments of sick leave, sick leave credits, increases in salary, all other paid leaves, holidays, fringe benefits, other similar benefits, and vacation time shall not accrue when an employee is absent without pay.
 2. Service credit will not accrue, during the period of approved leave of absence without pay. Instead, service credit shall be retained at the levels existing as of the effective date of the leave.
 3. During a leave of absence without pay, the employee shall be responsible for paying the entire cost of the employee's own group health insurance and other benefits. Unless required by law, the District will not maintain contributions toward group insurance or retirement coverage for the employee on such leave.
 4. An authorized leave of absence without pay is not a break in service for purposes of calculating seniority.

- B. Procedures: The District may require an employee returning from any leave without pay for any reason to have a physical examination to determine the employee's fitness to work.

12.03. Military Leave: Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the Department Head/General Manager or designee with a copy of the military orders specifying the dates, site, and purpose of the activity or mission. Within the limits of such orders, the Department Head/General Manager or designee may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

12.04. Jury Duty Leave:

- A. Notification: Each employee who is summoned for jury duty service or subpoenaed or ordered to be a witness, must notify the employee's supervisor/manager as soon as possible. Any employee who is released from jury service prior to noon on a regularly scheduled work day must report to work unless otherwise authorized by the employee's supervisor/manager. While on jury duty employee must report to regular job duties during full regular work days when not needed in court.
- B. Compensation:
1. **Non-Exempt Employees:** All non-exempt employees will be paid for actual work hours missed because of time spent in jury service or court up to ten (10) work days per period of jury service. The time spent on jury duty is not work time for purposes of calculating overtime compensation. The District will offset from pay the amount the employee receives from the Court for jury fees.
 2. **Exempt Employees:** All exempt employees will continue to receive their normal salary while on jury duty or as serving as a witness only for any workweek in which they perform any work duties. The District will offset the amount from pay the employee receives from the Court for jury fees.
- C. Confirmation of Service: Employees must turn in their jury duty confirmation slip to the supervisor/manager upon return to work after jury duty.
- D. Approval & Deferral: The General Manager or designee shall approve a leave slip for the period of absence. The District may request a deferment of jury duty.

12.05. Administrative Leave for Exempt Employees: Employees classified as exempt are not eligible for overtime pay for working hours over and above the normal daily work schedule.

- A. Employees so designated shall be entitled to all benefits provided to regular employees and the following:

General Manager: Administrative leave to a maximum of eighty (80) hours per fiscal year.

Designated Managers/Supervisors: Administrative leave to a maximum of sixty (60) hours per fiscal year at the discretion of the General Manager.

- B. Administrative leave is intended to compensate for hours worked in excess of 40 hours per week.

12.06. Leave for Victims of Domestic Violence, Sexual Assault, Stalking, or Other Crimes to Obtain Restraining Orders or Injunctive Relief:

Any employee, including a temporary employee, who is a victim of domestic violence, sexual assault, stalking, or other crime, may take leave from work 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 employee or the employee's child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: (1) a police report indicating that the employee was a victim; (2) a court order protecting the employee from the perpetrator; (3) evidence from the district attorney or court that the employee has appeared in court; (4) or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave, accrued vacation or paid leave, or compensatory time off.

12.07. Leave for Victims of Domestic Violence, Sexual Assault, Stalking, or Other Crimes to Obtain Medical Attention or Counseling or Safety Planning:

Any employee, including a temporary employee, who is a victim of domestic violence, sexual assault, or stalking, or other crime, may take leave from work if the employee provides advance notice of the employee's intention to take time off to attend to any of the following: (1) obtaining medical attention or psychological counseling; (2) obtaining services from a shelter, program or crisis center; or (3) participating in safety planning or other actions to increase safety. If advance notice is not feasible, the employee must provide any of the following to the District within a reasonable time after the leave: (1) a police report indicating that the employee was a victim; (2) a court order protecting the employee from the perpetrator; (3) evidence from the district attorney or court that the employee has appeared in court; (4) or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave, accrued vacation or personal leave, or compensatory time off.

12.08. Other Court or Administrative Proceeding Appearances:

- A. Regarding District Duties: Any employee, including a part-time employee, who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of the employee's District job duties, must give the employee's supervisor/manager as much advance notice as is possible. The District will determine whether the matter involves an event or transaction in the course of the employee's District job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time. The District will offset the amount from pay the employee receives for witness fees.

- B. Regarding Employee-Initiated Proceedings: Any employee, including a temporary employee, who is subpoenaed to appear, or appears in court because of civil or administrative proceedings that the employee initiated, is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time. Notwithstanding the above, an employee who is testifying or appearing as the designated representative in labor relations-related conferences or hearings, or at a personnel or merit commission is entitled to paid release time.
- C. Regarding Crime Victim / Victim Family Member Court Attendance Leave: Any employee, including a temporary employee, who is a victim of a crime, may take leave from work to attend judicial proceedings related to that crime, if the employee provides the District the notice or copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court / governing District that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off.
- D. Regarding Crime Victim / Family Member Victim's Rights Proceedings Leave: Any employee, including a temporary employee, who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.

12.09. Bereavement Leave:

- A. An employee shall be granted a leave of absence without loss of pay not to exceed two (2) workdays on account of the death of a member of his/her immediate family. Additional vacation leave may be taken, as necessary. Members of the immediate family include mother, mother-in-law, father, father-in-law, spouse, domestic partner, son, daughter, stepchild, grandchild, brother, sister, grandmother, grandfather, son/daughter-in-law, brother/sister in-law, legal guardian, custodial child, any relative living in the immediate household of the employee, or the same relatives of a domestic partner; or any relative

living in the immediate household of the employee. An employee who utilizes bereavement leave shall notify the employee's supervisor/manager of the intent to use such leave and the estimate timeframe for leave as soon as possible.

- B. If an employee requires more than the allotted time for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued sick leave or vacation time.

12.10. Catastrophic Leave: During a declared local, state, national emergency, disaster, or pandemic, that impacts the ability of affected employees to attend work, focus on District business, or other major event(s) that may occur beyond the employee(s) control the General Manager may consider paid leave or allow use of sick or vacation leave depending upon the circumstances. The COVID Pandemic, fires, earthquakes are examples when catastrophic leave may be considered.

12.11. Paid Administrative Leave: The District has the right to place an employee on leave with full pay for non-disciplinary reasons at any time when the General Manager or designee has determined that the employee's and/or District's best interests warrant the leave. The employee does not have a right to appeal the District's decision to place the employee on administrative leave with pay. At the discretion of the General Manager, an employee may be placed on paid administrative leave as part of a work-place investigation.

12.12. Time off to Vote: Any employee, if he/she does not have sufficient time outside of working hours to vote, may request up to one hour of paid leave at the beginning or end of scheduled working hours to enable him/her to vote. The employee must request time off to vote from his/her Supervisor or Manager at least two days prior to Election Day.

SECTION 13. BENEFITS.

13.01. Flexible Benefits Package: The District will provide an annual dollar amount to all regular employees to choose from the benefit options below:

- Health Insurance
- 457 (b) Deferred Compensation (pre-tax or post-tax)

The dollar amount provided is \$1300 per month and may be adjusted from time to time by the Board of Directors.

13.02. Section 125 Plan: The District maintains a Flexible Benefits Plan (Plan) and all employees in regular positions shall be eligible to participate in said plan. Each employee may select among the options indicated and specify what portion of Plan monies will be applied to selected options. Selections must be in increments of \$1.00.

13.04. Life Insurance: Group term life insurance coverage is provided to eligible full-time District employees at the District's expense.

- 13.05. Health Plan Insurance:** Group health plan insurance coverage is offered to eligible District employees and their dependents under the Flexible Benefit Package.
- 13.06. Dental Insurance:** Group dental insurance is provided to eligible full-time District employees and their dependents under the Flexible Benefit Package.
- 13.07. Vision Insurance:** Group vision insurance is provided to eligible full-time District employees and their dependents under the Flexible Benefit Package.
- 13.08. Retirement, Disability and Death Benefits:** Each regular full-time employee who has worked more than 1,000 hours in a fiscal year is covered under the State of California's "Public Employee's Retirement System (CalPERS)."

The District also pays a small portion of the retiree health benefits coverage if the employee retires from the District. For a retirement date after January 1, 2024, the District's minimum contribution is \$62.80.

Amount increases each January based upon changes in the minimum employer contribution as noted in the CalPERS Health Benefit Circular regarding "Contracting Agency Minimum Employer Contribution Calculator" (May) and the number of years the District has been in the program. The amount is capped at 100% of the required employer minimum contribution.

- 13.09. Standard and Long-Term Disability Insurance:** Coverage is provided to eligible full-time District employees and their dependents at no cost to the employee.

SECTION 14. VACATIONS.

- 14.01. Vacations:** The District makes vacation with pay available to employees subject to approval by the General Manager or designee, in the interest of the District for the recreation, health, and well-being of the employees.

A. Scheduling:

1. Scheduling of annual vacation leave must be approved in advance by the Supervisor/Manager or General Manager, except in cases of emergency.
2. Work requirements and the interest of the employee are the determining factors in approving vacation schedules.
3. The District will grant preference in the initial selection of vacation dates based on the employee length of service.

B. Procedure:

1. Employees must submit all annual vacation requests to the employee’s supervisor/manager prior to the vacation dates requested. Vacation will be honored based upon the time the request was submitted.
2. A change in the rate of annual vacation leave accrual shall take effect in the pay period following the one in which the employee completed the required length of service.

14.02. Approval: Employees may take vacation leave with the approval of the Supervisor, Manager or General Manager at such times that will not impair the work schedule or efficiency of the District. An employee shall provide a minimum of one (1) week’s advance notice, unless waived by the General Manager or designee, when requesting vacation time off and will input request into the electronic time and attendance system.

14.03. Earned Vacation: Employees of the District shall earn vacation leave based upon the following schedule:

Years of Service	Vacation Days	Max allowed unused balance
1-4	80 hours @ 3.077/pp	160 hours
5-9	120 hours @ 4.61/pp	240 hours
10-20	160 hours @ 6.15/pp	320 hours
20+	200 hours @ 7.69/pp	360 hours

14.04. Bi-Weekly: Vacation leave shall accrue on a per payroll basis based on the amount earned yearly.

14.05. Denial of Vacation: Vacation day(s) may be revoked for District business-related reasons.

14.06. Adjustments: Anniversary dates shall be adjusted if the employee is on an unprotected leave of absence or any other unprotected non-pay status in excess of thirty (30) consecutive calendar days so that no leave is earned during such period.

14.07. Accumulated Vacation Time: See chart above for maximum allowed unused balance. Vacation leave will not accrue during leaves of absence without pay unless required by law.

14.08. Vacation Cash Out: Each employee shall be entitled to cash out vacation leave at any time during the year upon approval of the General Manager, provided the following terms are met:

- A. The employee must have a minimum of 40 hours available after cash -out.
- B. In addition, the employee must have taken at least 40 hours of vacation in the previous 12 months from the time of request for rest and relaxation.

The General Manager may approve emergency requests in the event of an unexpected financial need. At no time shall an employee cash out leave and have a balance less than 20-hours of vacation leave. Payment of special circumstance leave is subject to the General Manager’s approval and must include a signed statement by the employee stating the reason for the request and any documentation as deemed necessary by the General Manager. The request for special

circumstances payment must be submitted no later than 48 hours prior to the need in the event of an emergency.

Employees who have exceeded their accrual limit shall receive a payment of up to eighty (80) hours vacation leave. Vacation leave balance must be kept at or below the maximum limit.

Payments of vacation leave under this section will be made through payroll, except for bona fide emergency requests which may fall between pay periods.

- 14.09. Compensatory Time Leave:** Must be used by June 30 of each year. In the event the leave is not used it will be cashed out in the last pay period of the fiscal year.
- 14.10. Termination:** Upon separation from the District, employees shall be paid a cash lump sum at their then current rate of pay for any unused annual vacation leave. Vacation leave granted prior to its having been earned shall have its monetary value deducted from the final pay of an employee who terminates.
- 14.11. Vacation as Sick Leave:** If an employee has exhausted their paid sick leave, the employee may be permitted to use any accrued vacation time upon the approval of the General Manager.
- 14.12. Holidays During Vacation:** When an approved holiday falls within a vacation period, an employee on vacation shall be entitled to compensation for that holiday.
- 14.13. New Employees:** Newly hired employees on probation are not entitled to take vacation time unless otherwise approved by the General Manager.

SECTION 15. HOLIDAYS.

15.01. Fixed Holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve Day
- Floating Holiday *

* A Floating Holiday of 8 or 9 hours (depending upon the employee's work schedule) will be given each July 1. Floating holiday must be used by June 30th of the following year or will be forfeited.

- 15.02. New and Terminating Employees:** Active employees must be on the payroll the day before and the day after a fixed holiday to receive holiday pay. Regular employees must be on the payroll the day before or the day after a fixed holiday to receive holiday pay.
- 15.03. Weekend Holidays:** When a fixed holiday falls on Saturday or Sunday, the fixed holiday shall be taken on the previous Friday or following Monday.
- A. Working on a District Holiday:** When a full-time employee is required to work on a District holiday and does not incur overtime, a Floating Holiday can be banked for use at a later date. A floating holiday can be accrued on a day for day basis but must be used by June 30th of the current fiscal year.
 - B. Technical staff required to perform emergency or regulatory work on an observed holiday (Friday or Monday) will be compensated at time and a half for working the required time to complete the necessary tasks on the observed holiday.**
 - C. Technical staff required to perform emergency or regulatory work on Thanksgiving Day or Christmas Day which will be compensated at two times their normal pay.**

SECTION 16. REIMBURSEMENT.

- 16.01 Use of Private Vehicle:** The use of a duly insured and licensed private vehicle for District business shall be approved by the General Manager. Employees shall use District vehicles whenever possible and shall keep District vehicles well serviced. All traffic laws must be obeyed at any time while conducting District business. Violations of this may result in discipline, up to and including termination. The District will reimburse employees at the rate established by the IRS for the use of a private vehicle while conducting District business. Employees may use District credit cards to buy gasoline, oil, etc. for District vehicles. However, employees may not use District credit cards for expenses related to using private vehicles, including when using private vehicles for District business.
- 16.03. Boot Policy:**
- A. Cal/OSHA's General Industry Safety Order, Section 3385 (Foot Protection) requires that appropriate footwear be required for employees who are exposed to foot injuries from electrical hazards, hot, corrosive, or poisonous substances, falling objects, crushing or penetrating actions that may cause injuries, or who are required to work in abnormally wet conditions. The District requires all employees who are subject to exposure to such hazardous conditions to wear protective footwear during the course of duties that meet all the specifications in the American National Standard for Personal Protection-Protective Footwear, Z41-1991.**
 - B. All full-time employees and part-time employees performing or subject to performing field operations or work assignments where foot hazards exist are eligible to receive a voucher from a District selected vendor not to exceed the amount of \$275 to purchase approved safety toe boots. Thereafter, if needed, employees will receive a voucher for approved**

safety toe boots on the anniversary date of the date of purchase. Employees are responsible for paying the additional cost above the allowance for approved safety toe boots.

- C. If an employee's safety toe boots are damaged or wear out sooner because of unusual circumstances related to the work performed and no longer provide proper safety protection, a more frequent voucher may be assigned on a case-by-case basis upon approval of the employee's manager.
- D. Employees may select the safety toe boot provided it meets American National Standard for Personal Protection-Protective Footwear, Z41-1991 specifications. Only the cost of boots that meet these specifications will be reimbursed.
- E. An employee can use the District's designated vendor or select a boot from a different source that meets the required specifications and submit a receipt for reimbursement. The employee is responsible for submitting the original receipt.

16.04. EDUCATION PROGRAM - The District encourages full-time employees to participate in educational and training activities. In addition to increasing job proficiency, education should improve work force stability and the District's ability to attract and retain outside employees.

- A. **On-Duty Education** - Employees may, with prior approval, attend seminars, conferences, workshops, cross-training activities, or meetings that provide specific training in subjects directly related to job duties and/or the services provided by the District. Funds will be allocated annually during the budget process to provide training.

Off-Duty Education - At the discretion of the General Manager, educational assistance is available to employees who desire to obtain skills and/or knowledge that enables them to become more proficient in their present duties and/or prepare them for the next level of certification. This education may occur after regular working hours at a college, vocational trade school, or through a self-study correspondence course which leads to a certificate, license or diploma related to the general functions of the District. Payment for such courses is subject to the District's adopted tuition reimbursement policy.

- B. **TUITION REIMBURSEMENT PROGRAM** – All full-time employees are eligible for the Board-approved tuition reimbursement program. See policy guidelines in for additional information.
- C. **CERTIFICATION PROGRAM** - All full-time employees are encouraged to enhance their personal qualifications for improved advancement potential and expanded their knowledge about their field. The District's policy on self-improvement is also reinforced by offering bonuses for obtaining various technical certificates, licenses, etc., as outlined in the District's adopted bonus policy. For Certifications/Licenses, the District will reimburse the amount of the classes and test application fees for successful completion of a class and a "pass" grade of the certification test. See certification program guidelines for more information.

SECTION 17. ATTENDANCE AT CONFERENCES, CONVENTIONS, AND MEETINGS.

17.01. At the discretion of the General Manager or designee, employees may attend conferences, conventions, and meetings when attendance is of benefit to the District. Overtime will be paid only when attendance at the conference, convention, or meeting is mandated by the District outside of normal workdays and/or hours, however, every attempt shall be made to ensure the forty (40) hour work week is not exceeded and overtime is not necessitated, which may include changes to the employee’s work schedule.

17.02 PURPOSE – The purpose of business-related travel is to increase or maintain the skill and certification level of District employees; provide additional training to ensure a safe working environment; provide additional knowledge that will benefit the community that is served by the District. Business travel is a privilege and employees are expected to conduct themselves during the entire business trip in a matter reflective of employment with a public agency.

17.03 EMPLOYEE BUSINESS EXPENSES

17.03.1 Reimbursement - Reimbursement for approved expenses is obtained by submitting a “Request for Check” form with appropriate receipts to the Manager/Supervisor for approval by the General Manager. Once approved, a check will be issued in the next available check run.

17.03.2 Travel Advances – In the case of economic hardship a request for travel advances can be submitted to the Manager/Supervisor for approval with final approval by the General Manager.

17.03.3 Meals and Lodging – Meal and lodging expenses shall not be allowed without prior approval Management as necessary for the purpose of conducting District business. Excess charges greater than the amounts listed below may be authorized under special conditions, such as a convention requirement or in an area of unusually high costs (i.e., San Francisco, Sacramento, Los Angeles, and San Diego). Original receipts are mandatory to obtain reimbursement for all lodging and meal expenses.

17.03.4 Meals – With receipts, an employee may be reimbursed for meal expenses up to fifty-nine dollars (\$59.00) per day, including tax and gratuity, based upon the current GSA standard rates for government travel:

Breakfast - \$13.00

Lunch - \$15.00

Dinner - \$26.00

17.03.5 Lodging – Lodging is to be pre-authorized and pre-arranged prior to leaving for a business trip. Only in emergency situations will lodging be approved after an employee has departed for a business-related trip.

17.04 MODE OF TRAVEL – Whenever possible a District vehicle should be used for business travel. Management will determine the best and most cost-effective means of travel to and from a work-related event. Travel reimbursement shall not exceed the cost of the equivalent round-trip airfare to the same destination except as approved by the General Manager for a specific trip.

17.04.1 Private Vehicles – Reimbursement for the use of a privately owned vehicle to conduct District business shall be at the IRS allowable rate. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private vehicle, insurance, maintenance, and all other transportation-related costs. The District does not provide any insurance for private vehicles used on District business. The owner of the vehicle is responsible for the personal liability and property damage insurance when the vehicle is used on District business.

17.04.2 - Travel Via Rental Vehicle – Reimbursement will be provided for the cost of a rental vehicle for business purposes if it is pre-approved. Rental vehicles are covered for liability and vehicle physical damage under the District’s self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchases additional insurance or signs a Collision Damage Waiver when renting a vehicle for District business. A copy of the rental contract and rental receipt and gasoline receipt must accompany requests for reimbursement for gasoline for rental vehicles.

17.04.3- Travel Via Air- When commercial aircraft transportation is approved the “cost of public” carrier shall mean the cost of air coach class rate. Air travel will only be approved if it is less expensive than ground transportation. Air travel must be approved by Management prior to booking a flight.

17.04.4-Family Accompanying Employee on Travel - Spouses and dependents may accompany an employee on business-related travel, subject to the Management’s approval. All expenses incurred must be paid for by the employee. In the event family members are traveling with the employee a personal vehicle must be used.

SECTION 18. WORKPLACE CONDUCT.

18.01. Dress Code and Appearance Standards: The District’s dress code and appearance standards are designed to promote the District’s legitimate and non-discriminatory goals to promote workplace safety and a professional image, which is consistent with the employee’s job duties and level of public contact.

Employees are required to dress appropriately for the jobs they are performing. The following dress code standards shall apply to all District employees. If employees have questions about how these standards apply to them, the matter should be immediately raised with their supervisor /manager for consideration and determination. If necessary, the General Manager will make the final determination.

- A. All clothing and footwear must be neat, clean, in good repair, and appropriate for the work environment and functions performed.
- B. Prescribed uniforms and safety equipment must be worn.
- C. Hair must be neat, clean, and well groomed.
- D. Beards, mustaches, and sideburns must be maintained in neat and well-groomed fashion.
- E. Piercings that pose a health or safety hazard to employees in the performance of their job duties are prohibited.
- F. Good personal hygiene is required.
- G. Dress must be professionally appropriate to the work setting, particularly if the employee has contact with the public at work. Jeans with tears are not appropriate in any work environment.

18.02. Confidentiality and Non-Disclosure:

- A. The protection of confidential business information and trade secrets is vital to the interests and the success of the District. Such confidential information includes, but is not limited to, the following examples:
 - 1. Computer processes
 - 2. Personnel Files
 - 3. Litigation Matters
 - 4. Pending projects and proposals
 - 5. Technological data
 - 6. Information that would compromise the District's operations and/or compromise the District's ability to protect public health and safety
 - 7. Facilitation unauthorized access to buildings, equipment, computers, documents, or electronic files
- B. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

18.03. Use of Phone and Mail Systems:

- A. Employees will be required to reimburse the District for any charges resulting from their personal use of a District telephone. Employees should keep their personal use of the District telephone to a minimum.
- B. To ensure effective telephone communications, employees should always use the appropriate greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.
- C. The District may require a cell phone for the employee's use. In this instance, the District will supply the phone to the employee for District-business related use. District issued cell phones are the property of the District. Employees do not have an expectation of privacy in regard to District issued cell phones and the District reserves the right to search District issued cell phones to assure that District property is being used for business purposes and not for any unlawful or improper use. An employee's use of a District issued cell phone is at the sole discretion of the District and can be modified or revoked at any time. An employee must surrender the District issued cell phone to the District upon District request.

18.04. Computer, Laptop, Tablet and Email Usage:

- A. Computers, laptops, tablets, computer files, the email system, and software furnished to employees are District property intended for District business related use. As such, employees have no expectation of privacy in their use of any District computers, laptops, tablets, computer files, email system, or software. Employees should not use a password, to access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, the District may monitor computer, laptop, tablet, and email usage. The District reserves the right to search District-issued computers, laptops, and tablets to assure that District's property is being used for business purposes and not for any unlawful or improper use. An employee's use of a District-issued computer, laptop and tablet is at the sole discretion of the District and can be modified or revoked at any time. An employee must surrender the District-issued computer, laptop, or tablet to the District upon District request.
- B. The District strives to maintain a workplace free of harassment, and that is sensitive to the diversity of its employees. Therefore, the District prohibits the use of computers, laptops, tablets, and email systems in ways that are disruptive, offensive to others, or harmful to morale. For example, the District prohibits display or transmission of sexually explicit images, messages, and cartoons. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may violate the District's policies, including, but not limited to, the policy against discrimination, harassment, and retaliation in Section 28. Employees may not use email or any other equipment to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.
- C. The District purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation.

Unless authorized by the software developer, the District does not have the right to reproduce such software for use on more than one computer.

- D. Employees may only use software on local area networks or on multiple machines according to the software license agreement. The District prohibits the illegal duplication of software and its related documentation.
- E. Employees should notify their immediate supervisor/manager, the General Manager or designee, or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

18.05. Internet Usage: The District provides internet access (“Internet”) to global electronic information resources on the World Wide Web to assist employees in obtaining work-related data and technology. The District has established the following guidelines to help ensure responsible and productive Internet usage. While the District intends employees to use the Internet for job-related activities, the District permits incidental and occasional brief personal use within reasonable limits.

- A. All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of the District and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.
- B. The equipment, services, and technology provided to access the Internet remain at all times the property of the District. As such, the District reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems. Employees have no expectation of privacy in their use of the Internet.
- C. Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, or intimidating to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, color, age, sex, marital status, religious or political beliefs, national origin, ancestry, physical or mental disability, medical condition, genetic information, sexual orientation, gender, gender expression or identity, veteran status, or any other characteristic protected by law.
- D. The District expressly prohibits the unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet. As a general rule, an employee should not put any material on the Internet that -they did not create, does not own the rights to, or has not gotten authorization to use. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

- E. Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. Employees must check all downloaded files for viruses and check all compressed files before and after decompression.
- F. Abuse of the Internet access provided by the District in violation of law or District policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this Policy.
- G. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:
- Sending or posting discriminatory, harassing, or threatening messages or images.
 - Using the organization's time and resources for personal gain.
 - Stealing, using, or disclosing someone else's code or password without authorization.
 - Copying, pirating, or downloading software and electronic files without permission.
 - Sending or posting confidential material, trade secrets, or proprietary information outside of the organization.
 - Violating copyright law.
 - Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions.
 - Sending or posting messages or material that could damage the organization's image or reputation.
 - Sending or posting messages that defame or slander other individuals.
 - Attempting to break into the computer system of another organization or person.
 - Sending or posting chain letters, solicitations, or advertisements unrelated to business purposes or concerted activities.
 - Jeopardizing the security of the organization's electronic communications systems.
 - Sending or posting messages that disparage another organization's products or services.
 - Passing off personal views as representing those of the organization.
 - Sending anonymous email messages; and
 - Engaging in any other illegal activities.

This is not a complete list of prohibited behaviors but are examples for employees to use as guidelines when using the District's internet facilities.

18.06. Children in the Workplace: In the event an employee needs to bring a child to the workplace the accompanying employee must supervise the child at all times. As a rule, for safety reasons, employees are discouraged from bringing a minor to the workplace. All requests must be approved by the General Manager.

18.07. Pets in the Workplace: An employee who requires the help of an assistive animal on an on-going basis, as defined by Title 2 of the California Code of Regulations section 11065, may participate in the interactive process with the District pursuant to Section 27 below.

SECTION 19. PROHIBITIONS ON DRUGS AND ALCOHOL IN THE WORKPLACE.

- 19.01. Purpose and Scope:** The purpose of this policy is to promote a drug and alcohol-free workplace and to eliminate drug and alcohol-related inefficiencies and risks. This policy applies to all District employees, whether they are on District property, or they are performing District-related business elsewhere. This policy supplements the District's Policy for a Drug-Free Workplace. Disciplinary action will be taken against those who violate the policy.
- 19.02. Prescription Drugs:** The legal use of prescription drugs prescribed to the employee in question by a licensed physician is permitted on the job only if it does not impair the employee's ability to perform the essential functions of their job effectively and in a safe manner and does not endanger other individuals in the workplace.
- 19.03. Prohibited Conduct:** This Policy prohibits:
- A. The manufacture, distribution, sale, dispensation, possession, or use of any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee in either District workplaces or wherever District business is performed.
 - B. Working or being subject to call in if impaired by alcohol or any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee.
 - C. An employee's failure to notify their supervisor/manager before beginning work when taking medications or drugs, including but not limited to: prescription drugs, over the counter medications, or illegal drugs or narcotics (including marijuana) which could interfere with the safe and effective performance of duties or operation of District equipment.
 - D. An employee's failure to notify the General Manager of any criminal conviction for a drug violation that occurred in the workplace within five days after such conviction.
 - E. An employee's criminal conviction for a drug violation that occurred in the workplace.
- 19.04. Consequences for Violations:** Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.
- 19.05. Drug and Alcohol Testing:** The District has discretion to test applicants and employees for alcohol and drug use under the following circumstances. The District will use an outside laboratory to perform all testing.
- A. Pre-Employment Testing for External Applicants for Certain Jobs: Those external applicants who apply for a job must take and pass a drug and alcohol test following a conditional offer of employment.

- B. **Reasonable Suspicion Testing:** The District may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following circumstances:
1. “Reasonable suspicion” to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. An accident involving District property or equipment will also constitute reasonable suspicion.
 2. **Document and Analysis:** The supervisor/manager must record the factors that support reasonable suspicion in writing and analyze the matter with the General Manager. The General Manager or designee must pre-approve any reasonable suspicion testing.
 3. **Testing Protocol:** If the documentation and analysis demonstrate reasonable suspicion of drug or alcohol abuse at work and the General Manager or designee has approved, the employee will be relieved from duty, transported to the testing facility and to their home after the test. The District will place the employee on sick or other paid leave until the test results are received.
 4. The non-DOT drug policy is included in Appendix A to this document. The DOT drug policy is included in a separate document.

19.06. Questions: Employees with questions on this Policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor/manager or the General Manager.

SECTION 20. SMOKE-FREE AND TOBACCO-FREE WORKPLACE.

In compliance with California Labor Code section 6404.5, the District prohibits the use of all tobacco products including, but not limited to cigarettes, e-cigarettes, vaping, cigars, pipes, and smokeless (including chewing) tobacco anywhere on District premises outside of the designated smoking areas. District premises include but not limited to all District owned offices, buildings, garages, covered walkways, covered parking areas, District-owned vehicles, and other enclosed places of employment. The District also prohibits smoking in any outdoor area within 25 feet of any District entry, outdoor air intake, and operable window. The District also prohibits smoking outside the District property line in places used for District business purposes.

Employees who do not observe this Smoke-Free and Tobacco-Free Workplace policy may be subject to disciplinary action up to and including termination.

SECTION 21. PERSONNEL RECORDS.

21.01. Job References & Verification of Employment:

- A. All reference inquiries and verifications of employment must be referred to and approved by the General Manager or designee.
- B. Unless the General Manager or designee receives a written waiver signed by the employee, the District will release only the employee's dates of employment, last position held, and final salary rate. However, if withholding information concerning a former employee could result in potential liability to the District, that information may be disclosed after consultation with the District's legal counsel.
- C. Supervisors and managers should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the General Manager or designee on a case-by-case basis.
- D. A record of all reference inquiries and verifications of employment shall be retained in the employee's personnel file. This includes confirmation requests for salary data and employment references.

21.02. Inspection of Personnel Files: Personnel files are the property of the District and access to the information they contain is restricted to protect employee privacy interests. Current and former employees have the right to inspect their personnel records pursuant to Section 1198.5 of the Labor Code. This pertains to any records regarding the employee's performance or to any grievances concerning the employee. This does not include any records relating to the investigation of a possible criminal offense, letters of reference, or ratings, reports or records that were (a) obtained prior to the employee's employment, or (b) obtained in connection with a promotional examination.

- A. Access to personnel files shall be restricted to the General Manager or Designee and supervisors/managers with authorization to have access to the files.
- B. A current employee and/or their representative who wishes to review their personnel file should make a written request to the General Manager. Current employees may inspect their own personnel file at reasonable times and at reasonable intervals during District office hours within thirty (30) days of a written request. The inspection must occur in the presence of the General Manager or designee and: 1) at a location where the employee works and at a time other than the employee's work time; or 2) at another agreed upon location without loss of compensation to the employee.
- C. A former employee and/or their representative who wishes to review their personnel file should make a written request to the General Manager. Former employees may inspect

their personnel file one (1) time per year within thirty (30) days of a written request. The inspection must occur in the presence of the General Manager or designee.

- D. A current or former employee is entitled to receive a copy of their personnel records within thirty (30) days after the employer receives a written request. A current or former employee who wishes to receive such a copy should contact the General Manager in writing. The District may charge a fee for the actual cost of copying.
- E. If the current or former employee wishes to have another person/representative inspect their personnel file, they must provide the person/representative with written authorization. The General Manager or designee will notify the employee and/or representative of the date, time, and place of the inspection in writing.
- F. No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.
- G. Prior to making a copy of personnel records or allowing inspection, the District may redact the names of nonsupervisory employees. Under no circumstances will the District provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.
- H. A supervisor/manager or General Manager or designee may inspect personnel records in connection with a personnel matter.
- I. The District will cooperate with Federal, State, and local government agencies investigating an employee if the investigator furnishes proper identification and proof of legal authority. The District may permit a government investigator to review a personnel file on District premises, but the investigator shall not be allowed to remove or reproduce this information without consent from the General Manager or designee. The employee shall be notified of such review unless prohibited by law or court order.

21.03. Retention: The District shall maintain original personnel records for five (5) years after an employee's separation of employment. After that time, the records may be stored in other archival forms such as a document imaging system.

21.04. Medical Files: The District stores all medical information about employees or applicants in separate medical files and treats all such medical information as confidential. Access to the medical information or file of an employee or applicant shall be strictly limited to only those with a legitimate need to have such information for District business reasons, or if access is required by law, subpoena, or court order. In the case of an employee with a disability, supervisors/managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

SECTION 22. GRIEVANCES.

22.01. Definition of a Grievance: A grievance is an alleged violation of a specific provision of these Policies that adversely affects the employee and that contains all of the information listed in the "Statement of the Grievance" below. The following procedure applies to all District employees unless the employee is covered by another dispute resolution procedure; or a discipline policy and procedure applies. The grievance procedure cannot be utilized to challenge the content of a performance evaluation.

22.02. Statement of the Grievance: A concern is not a grievance unless the affected employee is able to state each of the following:

1. The date of the alleged violation.
2. The specific provision(s) of these Policies that were allegedly violated.
3. A description of all facts regarding how the alleged violation occurred; and
4. A list of all persons who are witnesses or are involved.

The employee filing a written grievance must sign the grievance to certify that they have filed the document in good faith.

22.03. Timelines: Failure of the District to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance based on the last disposition. The parties may extend time limits by mutual written agreement in advance of a deadline.

22.04. Process: All grievances shall be initiated at the informal step and progress accordingly.

A. Informal Step.

1. At this step, an employee shall discuss the grievance with their immediate supervisor/manager within five (5) working days of the incident giving rise to the grievance.
2. The immediate supervisor/manager shall attempt to achieve an equitable solution within five (5) working days after discussing the grievance and will notify the employee as to the proposed resolution.

B. Formal Step.

1. If the employee believes the grievance has not been resolved at the informal step, the employee may submit a written grievance to the General Manager or designee

within five (5) working days after receiving the informal response from their immediate supervisor/manager.

2. The General Manager or designee shall consider, discuss the grievance with the grievant, and/or investigate, as they deem appropriate.
3. Within five (5) working days from receiving the written grievance, the General Manager or designee shall respond to the employee in writing. That decision is final.

22.05. Representation: An employee may be represented by counsel at any time during the grievance process at their own expense.

SECTION 23. DISCIPLINARY ACTIONS AND APPEAL PROCEDURE.

23.01. Suspensions, Demotions, Reduction in Salary, and Termination: The District shall impose all disciplinary actions including but not limited to suspensions, demotions, reductions in salary for a specified length of time, and terminations of regular general employees who are not at-will employees in accordance with these Policies and/or as otherwise required by law.

23.02. Cause for Discipline: The District may discipline employees for, including but not limited to, any of the following causes of discipline:

- A. Unsatisfactory job performance.
- B. Insubordination or insulting or demeaning the authority of a supervisor or manager.
- C. Failure to obey or violation of any District rule, District policy or procedure, ordinance, or resolution.
- D. Absence without authorized leave, excessive tardiness, excessive absenteeism, or abuse of leave, as set forth in Section 4.06 E.
- E. Use of leave from work in a manner not authorized or provided for under District policies.
- F. Discourteous treatment of the public or of fellow employees or other willful failure of good conduct that reflects poorly on the District.
- G. Evidence establishing careless conduct or willful disregard for the health and welfare of employees.
- H. Reckless or unsafe conduct, including horseplay or fighting.
- I. Falsifying, making inaccurate entries or material omissions, or tampering with any District records, including work time or financial records.

- J. Providing wrong or misleading information or other fraud in securing initial employment or in appointment, promotion, or maintaining employment.
- K. Mishandling, misappropriation, or unauthorized removal or possession of public funds, the funds and/or property of the District, and/or any co-worker.
- L. Using, possessing or being under the influence of alcohol or unlawful drugs while on duty, while on District property, or while operating a District vehicle.
- M. Unauthorized political activity during the assigned hours of duty.
- N. Misuse or unauthorized use of any District property, including, but not limited to physical property, electronic resources, supplies, tools, equipment, District communication systems, District vehicles, or intellectual property.
- O. Inefficiency.
- P. Carrying firearms or other dangerous weapons while on duty when not required by job duties.
- Q. Working overtime without prior authorization or refusing to work assigned overtime.
- R. Any conduct that impairs, disrupts, or causes discredit to the District, to the public service, or other employee's employment.
- S. Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the District.
- T. Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties.
- U. Abusive conduct, including malicious verbal, visual, or physical actions, or the gratuitous sabotage or undermining of a person's work performance.
- V. Mishandling of public funds.
- W. Theft.
- X. Violation of the District's confidentiality policies, or disclosure of confidential District information to any unauthorized person or entity.
- Y. Dishonesty.
- Z. Damaging any District property, equipment, resource, or vehicle, or the waste of District supplies through negligence or misconduct.

- AA. Failure to immediately report any arrest occurring while an employee of the District.
- BB. Failure to immediately report any change in the status of one's drivers license, including suspension, revocation, or issuance of a temporary license.

23.03. Types of Counseling, Reprimands, and Discipline:

- A. Counseling Memo: A counseling memo will be provided to an employee to identify: (1) a failure of appropriate conduct or performance issue; (2) the performance the employee is to demonstrate in the future; and (3) consequences for failure to correct the behavior or problem. A counseling memo will be retained in the personnel file until the completion of the evaluation year, and then documented in the performance evaluation, as the supervisor/manger deems necessary. A counseling memo is not subject to the discipline or discipline appeal procedures described below.
- B. Verbal Reprimand: A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor/ manager deems necessary. A verbal reprimand is not subject to the discipline or discipline appeal procedures described below.
- C. Written Reprimand: A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation. Unless required by law, a written reprimand is not subject to the discipline or discipline appeal procedures described below. The employee has the right to have their written rebuttal attached to the reprimand in the employee's personnel file if the employee submits the rebuttal to the General Manager or designee within fourteen (14) days after the reprimand is received.
- D. Suspension without Pay: The District may suspend an employee from their position without pay for cause. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final and documented in the performance evaluation. A suspension without pay is subject to the discipline and discipline appeal procedures described below. Exempt employees will only be suspended without pay as authorized by the FLSA.
- E. Reduction in Pay or Paid Leave: The District may reduce an employee's pay or paid leave for cause. A reduction in pay for disciplinary purposes may take one of three forms: 1) a decrease in salary to a lower step within the salary range; 2) a decrease in salary paid to an employee for a fixed period of time; or 3) loss of accrued paid vacation or floating holiday, or compensatory time off. Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation. A reduction in pay is subject to the discipline and discipline

appeal procedures described below. Exempt employees are not subject to pay reduction, except loss of accrued vacation, or floating holiday.

- F. **Demotion:** The District may demote an employee from their position to a lower position for cause. Documents related to a demotion shall become part of the employee's personnel file when the demotion is final and documented in the performance evaluation. Demotion is subject to the discipline and discipline appeal procedures described below.
- G. **Termination:** The District may terminate a tenured employee from their position for cause. Documents related to the termination shall become a part of an employee's personnel file when the termination is final. A terminated employee is entitled to the discipline and discipline appeal procedures described below.

23.04. Rules: A written copy of these rules shall be given to each employee. The employee shall acknowledge in writing the receipt of such rules. In doing so, the employee's act shall constitute presumptive proof of the employee's knowledge and understanding of such rules governing disciplinary actions and procedures.

23.05. Discipline Procedures: The discipline procedures in this Section apply to all District employees except for at-will employees. All at-will employees, including, but not limited to, part-time, temporary, and probationary employees, may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed in this Section. The following discipline procedures apply only to suspension without pay, reduction in pay, demotion, and termination.

23.06. Investigations: The District may conduct an investigation into alleged violations of these Policies or other alleged workplace misconduct and may utilize an internal or external investigator to do so in the sole discretion of the General Manager or designee.

23.07. Notice of Proposed Action:

- A. Prior to the issuance of a written order to either suspend, demote, reduce salary, or dismiss a regular employee, written notice of at least five (5) working days of the proposed disciplinary action shall be given to the employee, which will include the following information:
 1. Notice of Proposed Action.
 2. The specific charges that support the proposed disciplinary action.
 3. A summary of the facts that show the elements of each charge at issue in the notice of proposed action.
 4. A copy of all materials upon which the proposed disciplinary action is based.
 5. A notice of the employee's right to respond to the proposed disciplinary action in writing and/or orally or by requesting an informal meeting (or both) within five (5)

working days from the date of the notice except as provided below. An employee may request a period longer than five (5) working days within which to respond in specific cases where the volume of material or complexity of the issues involved might warrant an extension, but only upon written request and with the approval of the General Manager or designee.

6. Notice of the employee's right to have a representative of their choice at the informal meeting; and
 7. Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to imposition of final discipline.
- B. The notice of proposed disciplinary action shall be in writing and signed by the General Manager or designee. Upon receipt of the employee's response, the General Manager or designee shall review the response and determine the appropriate course of action. This may include imposing the same level of disciplinary action, modifying with less severe disciplinary action, or rescinding the notice of proposed action.

23.08. Limitations and Exceptions:

- A. Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances, which call for immediate action.
- B. Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. Extraordinary circumstances include, but are not limited to, situations involving acts or threats of violence, misappropriation of public funds or property, working while under the influence of intoxicating liquor or drugs, open insubordination, and disruption of District's business through misconduct.

23.09. Pre-Discipline Informal Meeting: If the employee requests an informal meeting, the General Manager or designee will conduct an informal meeting with the employee. During the informal meeting, the employee shall have the opportunity to rebut the charges against them and present any mitigating circumstances. The General Manager or designee will consider the employee's presentation before issuing the disciplinary action. The employee's failure to attend the meeting, or to deliver a written response by the date specified in the Notice of Proposed Action, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the Notice of Proposed Action.

23.10. Final Notice of Discipline: After the informal meeting and/or timely receipt of the employee's written response, the General Manager or designee will consider any employee response and: 1) take no disciplinary action; 2) modify the intended discipline; or 3) impose the intended disciplinary action. In any case, the General Manager or designee will provide the employee with a notice that contains the following:

1. The level of discipline, if any, to be imposed and the effective date of the discipline.
2. The specific charges upon which the discipline is based.
3. A summary of the facts that show that the elements of each charge at issue in the intended discipline.
4. A copy of all materials upon which the discipline is based; and
5. A reference to the employee's appeal right and deadline to appeal.

The General Manager or designee shall sign the final notice of discipline.

23.11. Delivery of the Final Notice of Discipline: The final notice of discipline shall be personally delivered to the employee or sent by mail method that verifies delivery to the employee's last known address. If the notice is not deliverable because the employee has moved without notifying the District or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

23.12. Request for Appeal Hearing:

- A. Notice of Appeal and Request for Hearing. A regular employee may appeal only from an order of suspension without pay, demotion, reduction in pay, or termination and request a hearing as provided for in these rules. The disciplinary appeal procedures do not apply for at-will employees. All at-will employees, including but not limited to temporary and probationary employees, may be disciplined, or separated at will, with or without cause, and without disciplinary appeal procedures. The notice of appeal and request for a hearing must be in writing and must be filed with the District within five (5) working days of receipt of the final notice of discipline or the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.
- B. Appellant's Answer to the Charges. If the employee appeals, a written answer to the charges must also be filed with the District within five (5) working days of the receipt of the final notice of discipline or the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. The answer to the charges must be attached to the notice of appeal and request for a hearing.

The answer must address each cause for discipline set forth in the order and may state specific facts or reasons as grounds for the appeal. If an answer denying the causes for discipline set forth in an order is not filed, said causes for discipline will be deemed admitted.

23.13. Appeal Hearing Procedure:

A. Designation of Appeal Hearing Officer:

1. The Board of Directors may elect to have the appeal heard by one of the following methods within thirty (30) days of their election:
 - a. A full hearing by a Third-Party Mediator who shall present the findings and a recommendation to the Board of Directors.
 - b. A full hearing by a hearing officer who shall present the findings and a recommendation to the Board of Directors. If the General Manager or designee presided over the pre-disciplinary informal meeting for the discipline at issue, they cannot serve as the hearing officer.
 - c. A full hearing before a Disciplinary Review Board appointed by the Board of Directors. The Disciplinary Review Board shall be comprised of three (3) members: one member selected by the Board of Directors, one member selected by the employee, and the third member selected by the two members previously described. The General Manager or designee that presided over the pre-disciplinary informal meeting for the discipline at issue cannot serve on the Disciplinary Review Board. All members of the Disciplinary Review Board must be employees of the District. The Disciplinary Review Board shall present findings and recommendations to the Board of Directors for final disposition.
2. The hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of these Policies.
3. The Board of Directors shall have the final authority on all appeals and may mitigate or modify disciplinary action.
4. The Board of Directors shall notify the Appellant in writing as to the hearing proceedings.

B. Time and Place of the Appeal Hearing:

1. Pursuant to the Board of Directors decision in Section 24.12, the General Manager or designee shall take every appropriate action necessary and reasonable to convene a hearing within the time prescribed.
2. The District's representative, the appellant and/or representative, and the hearing officer or Disciplinary Review Board shall meet in a pre-hearing conference to determine the time, place, and manner in which the hearing will be conducted.

- C. Purpose: The purpose of the hearing is to determine the accuracy and the sufficiency of the facts attendant to the disciplinary action. The District shall have the burden of proof by the preponderance of the evidence. The parties may stipulate to certain facts or evidence

that shall be considered without abridgment or adulteration by the hearing officer or Disciplinary Review Board upon whom the action was based and any pertinent information that may establish the truth or falsity of such evidence.

- D. **Parties:** The Appellant and their representative and the District's representative shall attend the hearing. Failure of the Appellant, with or without their representative, to appear in person at the time and place set for the hearing shall be deemed a withdrawal of the appeal, unless otherwise excused by the Board of Directors.
- E. **Rights:** Each party shall have the right to:
1. Choose a representative.
 2. Testify under oath.
 3. Call witnesses and present documentary evidence.
 4. Question all witnesses and examine the evidence.
 5. Argue a case.
- F. **Prehearing Notice:** No later than ten (10) days before the hearing date, each party will provide the other and the hearing officer or Disciplinary Review Board a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The hearing officer or Disciplinary Review Board may not allow either party to call any witness or evidence that has not been listed unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.
- G. **Subpoena:** Upon the request of either party, and upon their own motion, the hearing officer or Disciplinary Review Board will issue subpoenas to compel attendance at the appeal hearing. Each party is responsible for serving their/its own subpoenas.
- H. **Presentation of the Case:**
1. The hearing shall open with the recording of the time, place, and date of the hearing and the presence of the parties and representatives, if any. The District shall first present its case on which it based the disciplinary action. A hearing guide may be used and will be made available to all parties.
 2. The parties will address their remarks, evidence, and objections to the hearing officer or Disciplinary Review Board. The hearing officer or Disciplinary Review Board may terminate argument at any time and issue a ruling regarding an objection or any other matter. The hearing officer or Disciplinary Review Board may limit redundant or irrelevant testimony or evidence, or directly question the witness.

3. The hearing will proceed in the following order unless the hearing officer or Disciplinary Review Board directs otherwise:
 - a. The District is permitted to make an opening statement.
 - b. The employee is permitted to make an opening statement.
 - c. The District will produce its evidence.
 - d. The employee will produce his/her evidence.
 - e. The District, followed by the employee, may present rebuttal evidence.
 - f. Oral closing arguments of no more than twenty (20) minutes may be permitted at the discretion of the hearing officer or Disciplinary Review Board. The District argues first, the employee argues second, and if the District reserved a portion of its time for rebuttal, the District may present a rebuttal.
- I. Report of the Hearings: A record of the proceedings shall be taken and maintained by the District. The District may choose to make a mechanical or electronic record of the proceedings. If the District orders a transcript or makes a transcript of the recording, the District will notify the employee within three (3) days of ordering or making the transcript and will provide a copy of the transcript upon receipt of the costs of duplication. Costs for transcripts shall be borne by the requesting party.
- J. Adjournment and Continuances: The hearing may adjourn or recess the hearing for good cause, upon the request of a party or the hearing officer or Disciplinary Review Board. The hearing officer or Disciplinary Review Board may continue a scheduled hearing only upon good cause shown.
- K. Exhibits and Witnesses:
 1. The names of witnesses and exhibits shall be identified properly and shall be made part of the official record.
 2. The District will use numbers to identify its evidence and the employee will use alphabet letters.
 3. The hearing officer or Disciplinary Review Board may exclude witnesses not under examination and admonish witnesses to refrain from discussing the subject of their testimony with other witnesses or potential witnesses. The parties may remain at all times during the proceeding.
 4. Witnesses shall be required to testify under oath or affirmation. The oath shall read:

"Do you solemnly swear (or affirm) that the testimony you are about to give in this matter shall be the truth, the whole truth and nothing but the truth."

5. Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. The rules dealing with privileges shall be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. The hearing officer or Disciplinary Review Board shall determine the relevance, weight, and credibility of testimony and evidence.
- L. Professionalism: All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or the hearing officer or Disciplinary Review Board.
- M. Confidentiality: The hearing shall be closed to the public and shall not be a public record unless an open public hearing is requested and ordered.
- N. Expenses: The expenses of witnesses for either party shall be paid by the party producing such witnesses. District employees required to testify shall be on call and shall be relieved of regular duties to testify. District employees shall receive regular compensation for the time taken to testify.
- O. Closing of Hearing: The hearing officer or Disciplinary Review Board shall inquire if either side has anything further to offer. Upon receiving negative replies, the hearing shall be closed.
- P. Written Briefs: Either party may request to submit a written brief and/or a draft decision. The hearing officer or Disciplinary Review Board will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.
- Q. Recommended Decision: The hearing officer or Disciplinary Review Board shall make written findings and present a recommended decision as to discipline to the Board of Directors within thirty (30) days after the closing of the hearing.

The Board of Directors shall act upon that recommendation by upholding, reversing, or modifying the findings, recommendations, or disciplinary action taken. The decision of the Board of Directors is final. There is no process for reconsideration.

- R. Proof of Service of the Written Findings and Decisions: The District shall notify the parties within five (5) working days of the outcome of the Board of Directors' final decision. The provisions of Code of Civil Procedure 1094.6 shall apply to the final decision.

The District will mail a copy of the final written findings and decisions, along with a proof of service of mailing that confirms that each of the parties and each of the parties'

representatives were mailed the final written findings and decision. It shall be the responsibility of the employee to inform the District of their address.

SECTION 24. ETHICAL CONDUCT POLICY.

24.01. General:

- A. This Policy describes the minimum work conduct expectations for District employees. The District expects that employees will perform their duties conscientiously, honestly, and in accordance with the best interests of the District. This Policy may include subjects addressed in other District policies. In such cases, the respective Policy is referenced in order for the reader to obtain additional information regarding that subject.
- B. It is the policy of the District that all employees must comply with all applicable laws and regulations at all times.
- C. The District will not condone and will initiate disciplinary action against any employee who violates the law or engages in unethical business dealings. The District will immediately notify an appropriate law enforcement agency. This includes any payments in consideration of illegal acts, indirect contributions, rebates, and bribery.
- D. All business conduct should be well above the minimum standards required by law. Accordingly, employees must ensure that their actions cannot be interpreted as being, in any way, in contravention of the laws and regulations governing the District' operations.

24.02. Responsibilities:

- A. Employees: Every employee is responsible for reading and obtaining an understanding of this Policy. Employees uncertain about the application or interpretation of the contents of this Policy should obtain clarification from their immediate supervisor/manager or General Manager.
- B. Supervisors & Managers: All supervisors and managers are responsible for discussing the contents of this Policy with their staff, as needed. Any questions regarding this Policy should be directed to the General Manager.

24.03. District Funds:

- A. Employees who have access to District funds in any form must follow the prescribed procedures for recording, handling, and protecting money as detailed in the District's instructional manuals or other explanatory materials, or both. The District imposes strict standards to prevent fraud and dishonesty.
- B. When an employee's position requires spending District funds or incurring any reimbursable personal expenses, that individual must use good judgment on the District's behalf to ensure that the District receives good value for any expenditure.

- C. District funds and all other assets of the District are for District purposes and not for personal use, except as provided under specific policies. This includes the personal use of District equipment, resources, and assets, such as vehicles and computers.

- 24.04. Conflict of Interest:** Employees must not use their position, or the knowledge gained because of their position, for private or personal advantage if such action would be in conflict with the interests of the District. Regardless of the circumstances, if employees' sense that a course of action they have pursued, are presently pursuing, or are contemplating may involve them in a conflict of interest with the District, they should immediately communicate all the facts to the General Manager.
- 24.05. Outside Activities, Employment, and Directorships:** All employees share a responsibility for the District's good public relations, especially at the community level. Their readiness to help with charitable, educational, and civic activities brings credit to the District and is encouraged. Employees must, however, avoid acquiring any business interest or participating in any other activity outside the District that would (1) create excessive demand upon their time and attention, thus depriving the District of their best efforts on the job; and/or (2) create a conflict of interest, an obligation, interest, or distraction that may interfere with their ability to make independent job-related decisions that are in the best interests of the District. See Section 2.18 for additional information and requirements on the District's policy on outside employment.
- 24.06. Relationships with Contractors and Suppliers:** Employees shall not invest in or acquire a financial interest in any business organization that has a contractual relationship with the District, or that provides goods or services, or both to the District.
- 24.07. Conflict of Interest and Disclosure Code:** The District has adopted a Conflict of Interest and Disclosure Code. The provisions of this Code are in addition to Government Code Section 87100 and the laws pertaining to conflicts of interest. Each person holding a designated position listed in the Code shall file a Statement of Economic Interests (Form 700) disclosing their interest in investments, business positions, real property, and income designated as reportable under the category to which their position is assigned and otherwise comply with the Code. Employees may obtain a copy of this Conflict-of-Interest Code from the Clerk of the Board.
- 24.08. Gifts, Entertainment, and Favors:** Employees must not accept entertainment, gifts, personal favors, or preferential treatment that could influence District-related business decisions in favor of any person or organization with whom or with which the District has, or is likely to have, business dealings.
- 24.09. Kickbacks and Secret Commissions:** Employees may not receive payment or compensation of any kind, except as authorized under the District's compensation policies. In particular, the District strictly prohibits the acceptance of kickbacks and secret commissions from District suppliers or others.
- 24.10. District Records:** Accurate and reliable records of various types are necessary to manage the affairs of the District and to meet the District's legal and financial obligations. The District's books and records must reflect all business transactions in an accurate and timely manner. The employees

responsible for accounting and record keeping must fully disclose and record all assets, liabilities, or both, and must exercise diligence in enforcing these requirements. Employees must not make any false record or engage in any false communication, whether internal or external, including but not limited to, false expense, attendance, production, financial, or other misleading representations.

24.11. Confidentiality: When handling financial and personal information about customers, District employees, or others with whom the District have dealings, the following principles must be observed:

- A. Collect, use, and retain only the personal information necessary for the District's business. Whenever possible, obtain any relevant information directly from the person concerned. Use only reputable and reliable sources to supplement this information.
- B. Retain information only for as long as necessary or as required by law. Protect the physical security of this information.
- C. Limit internal access of personal information to those with a legitimate business reason for seeking that information.
- D. Safeguard proprietary and confidential information except when disclosure is authorized or required by law.

24.12. Reporting of Fraudulent Activity: If employees become aware, or even suspicious, of any evidence of fraudulent activity, they should immediately advise their Supervisor or Manager, the District's General Manager or designee. Employees may leave an anonymous message.

SECTION 25. EMPLOYMENT OF RELATIVES, SPOUSES OR DOMESTIC PARTNERS.

25.01. Policy: The District regulates the employment and placement of relatives, spouses, and domestic partners to avoid conflicts of interest and to promote safety, security, supervision, and morale.

25.02. Definitions:

- A. "Relative" means child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.
- B. "Spouse" means one of two persons to a marriage, or two people registered as domestic partners, as those terms are defined by California law.
- C. "Supervisory relationship" means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to their District appointment.

25.03. Employment of Relatives: The District will not appoint, promote, or transfer a full-time employee to a position within the same department, division, or facility in which the person's relative already holds a position, if any of the following would result:

- A. A direct or indirect supervisory relationship between relatives.
- B. The two employees having job duties, which require performance of shared duties on the same or related work assignment.
- C. Both employees having the same supervisor; or
- D. A potential for creating an adverse impact on supervision, safety, security, morale, or efficiency.

25.04. Spouses or Domestic Partners: The District will not appoint, promote, or transfer an employee to the same department, division, or facility in which the person's spouse or registered domestic partner already holds a position, if such employment would result in any of the following:

- A. One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner; or
- B. Potential conflicts of interest or hazards for married persons or those in domestic partnership which are greater than for those who are not married or in domestic partnerships.

25.05. Marriage or Domestic Partnership after Employment:

- A. Transfer: If two District employees who work in the same department later become spouses or domestic partners, the General Manager or designee has discretion to transfer one of the employees to a similar position in another department. Although the wishes of the two employees will be considered, the General Manager or designee retains sole discretion to determine which employee will be transferred based upon District needs for supervision, safety, security, or morale. Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.
- B. Separation: If continuing employment of both employees, who work in the same department and who later become spouses or domestic partners, cannot be accommodated in a manner the General Manager or designee finds to be consistent with the District's interest in the promotion of supervision, safety, security, or morale, then the General Manager or designee retains sole discretion to separate one employee from District employment. Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

SECTION 26. REASONABLE ACCOMMODATION AND INTERACTIVE PROCESS.

26.01. Reasonable Accommodation: Absent undue hardship or direct threats to the health and safety of employee(s), the District provides employment-related reasonable accommodations to:

- A. Qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions.
- B. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if they so request, and with the advice of their health care provider.
- C. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
- D. Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.

26.02. Supporting Documentation or Certification:

- A. Reasonable Medical Documentation of Disability: If the disability or the need for reasonable accommodation is not obvious, the District may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the District will:
 - 1. Explain the insufficiency.
 - 2. Allow the employee or applicant to supplement the documentation; and
 - 3. Pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.
- B. Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions: If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the District will provide the employee with notice of the need for a medical certification within two (2) business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: (1) a description of the requested accommodation or transfer; (2) a statement describing the medical advisability of the accommodation or transfer due to pregnancy; (3) and the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

- C. **Certification of Victim Status:** An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for their safety while at work must provide both of the following:
1. A written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
 2. A certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: (1) a police report indicating the employee's victim status; (2) a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; (3) or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

26.03. Fitness for Duty Examinations:

- A. **Applicants:** After a conditional offer of employment has been extended to an applicant, the District may require the applicant to submit to a fitness for duty examination that is job-related; necessary for efficient operations of the District; and required of all applicants for the job classification. An applicant or employee who is required to pass a medical and/or psychological examination will be notified of their right to obtain a second opinion at their expense and that they may submit such second opinions for consideration.
- B. **Current Employee:** The General Manager or designee may require an employee to submit to a fitness for duty examination to determine if the employee has a disability and is able to perform the essential functions of their job when there is significant evidence that:
1. The employee's ability to perform one or more essential functions of their job has declined; or
 2. Could cause a reasonable person to question whether an employee is still capable of performing one or more of their essential job duties, or is still capable of performing those duties in a manner that does not harm themselves or others.
- C. **Role of Health Care Provider:** The District may request the applicant or employee's health care provider to conduct a fitness for duty exam on the applicant or employee, or may request a District-selected health care provider to do so at the District's expense. The District will allow an employee paid time off to attend the exam. The District will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job. The examination will be limited to determining whether the applicant or employee can perform the essential functions of their position and any work restrictions and/or functional limitations that apply to the applicant or employee. The health care provider will examine the employee and provide the District with non-confidential information regarding whether:

1. The applicant or employee has a disability within the meaning of the California Fair Employment and Housing Act.
2. The applicant or employee is fit to perform essential job functions.
3. Workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations.
4. There are any reasonable accommodations that would enable the applicant or employee to perform essential job functions; and
5. The applicant's potential employment or employee's continued employment poses a threat to the health and safety of themselves or others.

Should the health care provider exceed the scope of the District's request and provide confidential health information, without valid consent of the applicant or employee, the District will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the District has requested.

- D. Authorization for Use of Medical Information: During the course of a fitness for duty examination, the District will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

26.04. Interactive Process:

- A. When to Initiate the Interactive Process: The General Manager or designee will initiate the interactive process when:
1. An applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s).
 2. The District otherwise becomes aware of the need for accommodation through a third party (e.g., a doctor's note requesting accommodation), or by observation of the employee's work.
 3. The District becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, CFRA/FMLA leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation.
 4. An employee disabled by pregnancy, childbirth, or related medical conditions requests a reasonable accommodation or transfer based on the advice of their health care provider.

5. An employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave.
 6. An employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for their safety at work.
 7. An employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or
 8. An employer is aware of the need for reasonable accommodation for an employee or applicant's religious beliefs, observance, or practices.
- B. **Interactive Communication:** After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the General Manager or designee will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and their designated representative, if any. The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations. The General Manager or Designee will document these communications in writing.
1. **Potential Accommodations for Applicants or Employees with Disabilities:** Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain their current job. The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others. The District will consider accommodations that the applicant or employee suggests, but has the right to select and implement any reasonable accommodation that it deems effective. The range of potential reasonable accommodations includes, but is not limited to:
 - Making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities, including, but not limited to: acquisition or modification of equipment or devices, adjustment or modifications of examinations, training materials or policies, and/or the provision of qualified readers or interpreters.
 - Job restructuring.
 - Part-time or modified work schedules.
 - Paid or unpaid leave of absence of a finite duration that is likely to enable the employee to return to work at the end of the leave.
 - Preferential consideration to reassignment to a vacant, comparable position, except when such preference would violate a bona fide seniority system.
 - Reassignment to a vacant lower-paid position if there is no funded, vacant comparable position for which the individual is qualified for; or
 - Reassignment to a temporary position if the individual agrees.

2. **Potential Accommodations for Employees Affected by Pregnancy and Related Medical Conditions:** Depending on the facts of each case, the interactive process will attempt to identify and implement a reasonable accommodation that is consistent with the medical certification applicable to the applicant or employee. Whether an accommodation is reasonable is a case-by-case analysis that takes into account several factors, including, but not limited to: the employee's medical needs; the duration of the needed accommodation; and the employer's legally permissible past and current practices. The range of potential accommodations includes, but is not limited to:
 - Transfer to a less strenuous or hazardous position for the duration of the pregnancy.
 - Change in or restructuring of work duties, such as modifying lifting requirements.
 - Providing more frequent breaks.
 - Providing seating.
 - Time off for medical appointments.
 - Transfer temporarily to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate reduced work schedule or intermittent leave. However, a reduction in work hours may be considered a form of pregnancy disability leave and deducted from the employee's four-month pregnancy disability leave entitlement.

3. **Potential Accommodations for Employee-Victims of Domestic Violence, Sexual Assault, or Stalking:** Depending on the facts of each individual case, the interactive process analysis will review all possible accommodations that would enhance the safety of the employee victim at work. In determining what accommodation is reasonable, the District will consider the exigent circumstance or danger facing the employee. The District will consider the preferences of the employee to be accommodated but has the right to select and implement any accommodation that it deems effective. The range of potential safety measure accommodations includes, but is not limited to:
 - Transfer, reassignment, modified schedule.
 - Change in work telephone number.
 - Change in location of workstation.
 - Installation of locks.
 - Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace.
 - The implementation of a safety procedure(s).
 - Adjustment to job structure, workplace facility, or work requirement; and
 - Referral to a victim assistance organization.

4. **Potential Accommodations for Religious Creed, Religious Dress Practice, or Religious Grooming Practice:** Depending on the facts of each case, the interactive process analysis will review all possible accommodations that would resolve the

conflict between the religious belief or observance and any employment requirement. The District will consider the preference of the employee or applicant but has the right to select and implement any accommodation that it deems effective. The range of potential accommodations includes, but is not limited to:

- Job restructuring or job reassignment (but not segregation from other employees or the public).
- Modification of work practices, including dress or grooming standards.
- Allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked in order to avoid a conflict with their religious observances.

- C. **Determination:** After the interactive process communications, the General Manager or designee will review the information received, and determine: whether all available information has been reviewed; whether all potential accommodations that the applicant or employee has suggested have been considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences have been taken into account; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming themselves or others; and if the accommodations would pose an undue hardship on District finances or operations. The General Manager or designee will inform the applicant or employee of the determination in writing. The General Manager or designee will use their discretion based upon the particular facts of each case.

22.05. Access to Medical Information: Medical records and information regarding fitness for duty or the need for accommodation will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the General Manager, the District's legal counsel, first aid and safety personnel in case of emergency, and Supervisor or Manager who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to state and federal law.

SECTION 27. POLICY AGAINST DISCRIMINATION, HARASSMENT, AND RETALIATION.

27.01. Policy: The District is committed to prohibiting and preventing discrimination, harassment, and retaliation in the workplace. The District has zero tolerance for any conduct that violates this Policy. Conduct need not violate state or federal law to constitute a violation of this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. This Policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment, and retaliation. The District encourages all covered individuals to report to their Supervisor or Manager any conduct they believe violates this Policy as soon as possible. The District prohibits any retaliation against an employee because they filed or supported a complaint or because they participated in the complaint resolution process. Individuals found to have retaliated in violation of this Policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

27.02. Covered Individuals and Scope of Policy: The individuals covered by this Policy are applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors. This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

27.03. Definitions:

- A. **Protected Classifications:** This Policy prohibits harassment, discrimination, or retaliation because of an individual's protected classification. "Protected Classification" includes race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (forty (40) and over), sexual orientation, military and veteran status, or any other basis protected by law. This Policy prohibits discrimination, harassment, or retaliation because:
1. Of an individual's protected classification.
 2. The perception that an individual has a protected classification; or
 3. The individual associates with a person who has or is perceived to have a protected classification.
- B. **Protected Activity:** This Policy prohibits discrimination, harassment, or retaliation because of an individual's protected activity. Protected activity includes making a request for an accommodation for a disability; making a request for accommodation for religious beliefs; making a complaint under this Policy; opposing violations of this Policy; or participating in an investigation under this Policy.
- C. **Discrimination:** This Policy prohibits treating covered individuals differently and adversely because of the individual's protected classification, actual or perceived; because the individual associates with a person who is a member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined in this Policy.
- D. **Harassment:** Harassment includes, but is not limited to, the following types of behavior taken because of another person's actual or perceived protected classification:
1. Speech, such as epithets, derogatory comments or slurs, and propositioning based on a protected classification. This includes inappropriate comments about appearance, dress, physical features, gender identification, or race-oriented stories and jokes.

2. Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
 3. Visual acts, such as derogatory posters, cartoons, emails, pictures, or drawings related to a protected classification.
 4. Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.
- E. **Retaliation:** Retaliation occurs when adverse conduct is taken against a covered individual because of the individual's protected activity as defined in this Policy. "Adverse conduct" may include but is not limited to disciplinary action, counseling, or taking sides because an individual has reported harassment or discrimination; spreading rumors about a complainant or about someone who supports or assists the complainant; shunning or avoiding an individual who reports harassment or discrimination; or making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

27.04. Guidelines for Identifying Harassment: Harassment includes any conduct that would be unwelcome or unwanted to an individual of the recipient's same protected classification. The following guidelines to determine if conduct is unwelcome or unwanted should be followed:

- A. It is no defense that the recipient "appears" to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized or subjected to retaliation.
- B. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.
- C. Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not directed explicitly or specifically at a particular individual.
- D. Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a

protected classification, and if an individual would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

- 27.05. Complaint Procedure:** A covered individual who believes they have experienced discrimination, harassment, or retaliation may make a complaint -- orally or in writing -- to any Supervisor or Manager, without regard to any chain of command. Any supervisory/department head employee who receives a harassment complaint should immediately notify the General Manager. Upon receiving notification of a harassment complaint, the General Manager will complete and/or delegate the following steps. If the General Manager is the accused or is a witness to the events at issue, a Manager will complete and/or delegate the following steps.
- A. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with: 1) the complainant; 2) the accused; and 3) other persons who have relevant knowledge concerning the allegations in the complaint.
 - B. Review the factual information gathered through the investigation to determine whether the alleged conduct violates the Policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
 - C. Report a summary of the determination as to whether this Policy has been violated to appropriate persons. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
 - D. If conduct in violation of this Policy occurred, take, or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
 - E. Take reasonable steps to protect the complainant from further harassment, discrimination, or retaliation.
 - F. The District will notify the complainant when the investigation is complete.
- 27.06. Proactive Approach:** The District takes a proactive approach to potential Policy violations. The District will conduct an investigation if supervisory/ department head employees become aware that harassment, discrimination, or retaliation may be occurring, regardless of whether the recipient or a third party reports a potential violation.
- 27.07. Option to Report to Outside Administrative Agencies:** An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed on the Internet, in the government section of the telephone book, or employees can check the posters that are located on District bulletin boards for office locations and telephone numbers.

27.08. Confidentiality: Every effort will be made to assure the confidentiality of complaints made under this Policy to the greatest extent allowed by law. Complete confidentiality cannot occur, however, due to the need to investigate fully and the duty to take effective remedial action. This Policy prohibits an employee interviewed during the course of an investigation from attempting to influence any potential witness while the investigation is ongoing. The District will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

27.09. Responsibilities:

- A. Each non-supervisor or non-department head is responsible for:
1. Treating all individuals in the workplace or on worksites with respect and consideration.
 2. Modeling behavior that conforms to this Policy.
 3. Participating in periodic training.
 4. Cooperating with the District's investigations pursuant to this Policy by responding fully and truthfully to all questions posed during the investigation.
 5. Taking no action to influence any potential witness while the investigation is ongoing.
 6. Reporting any act they believe in good faith constitutes harassment, discrimination, or retaliation as defined in this Policy, to their immediate Supervisor, Manager or General Manager.
- B. In addition to the responsibilities listed above, each Supervisor or Manager is responsible for:
1. Informing employees of this Policy.
 2. Taking all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including monitoring the work environment, and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
 3. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
 4. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.

5. Informing those who complain of harassment or discrimination of their option to contact the EEOC or DFEH regarding alleged Policy violations.
6. Assisting, advising, or consulting with employees and the General Manager regarding this Policy.
7. Assisting in the investigation of complaints involving employee(s) in their departments and, when appropriate, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Policies, up to and including termination.
8. Implementing appropriate disciplinary and remedial actions.
9. Reporting potential violations of this Policy of which they become aware to the General Manager, regardless of whether a complaint has been submitted.
10. Participating in periodic training and scheduling employees for training.

SECTION 28. ANTI-BULLYING POLICY.

28.01. Policy: The District is committed to providing a safe work environment. In addition to prohibiting all forms of discrimination and harassment, the District also prohibits any form of “intimidation or bullying” in the workplace or elsewhere, such as at offsite events.

28.02. Policy Coverage: Every employee and other individuals, such as temporary District workers, interns, consultants, independent contractors, volunteers, and visitors, have the right to be treated with respect. Bullying is the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act; when the act harms the individual or damages the individual’s property; has the effect of interfering with an employee’s ability to work; is severe or pervasive; and creates an environment that is intimidating, threatening, hostile, or offensive.

Bullying comes in many shapes and sizes and can take many forms including, but not limited to, the use of derogatory remarks, insults, and epithets, verbal, or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person’s work performance. Other examples include tormenting, taunting, exclusion of another, abusive comments, using threatening gestures, pushing, shoving, punching, unwanted physical contact, any use of violence, name-calling, spreading rumors, or teasing. Such conduct can also occur via use of electronic or telephonic communications such as the internet, email, text messaging, phone calls, or misuse of cameras and video equipment.

28.03. Complaint Procedure: The District will not tolerate bullying in any form. Any individuals who believe that they are being or have been subjected to any form of bullying should immediately report this to their Supervisor, Manager or the General Manager. In addition, any person who believes they have witnessed bullying and any person who has received a report of such conduct,

whether the subject to the complaint is an employee or a non-employee, shall immediately report the conduct to their Supervisor, Manager or the General Manager.

Individuals who violate this Policy are subject to disciplinary action, up to and including termination.

- 28.04. Policy Against Retaliation:** No employee will be subjected to any form of retaliation for reporting an incident of bullying or participating in an investigation by the District or its representatives into allegations of bullying. Additionally, all employees have a duty to cooperate in connection with any investigation.

SECTION 29. POLICY AGAINST VIOLENCE IN THE WORKPLACE.

29.01 Safe and Secure Workplace: The District is committed to providing a safe and secure workplace and prohibits acts or threats of violence in the workplace. The workplace includes any location where District business is conducted, including vehicles and parking lots. Any violation of this Policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

29.02. Prohibited Behavior: Employees are prohibited from participating in or promoting acts of intimidation, violence, threats, coercion, assault, and/or abusive behavior toward any person while in the course of District employment. The District has zero tolerance for any conduct that references workplace violence, even if intended to be harmless, humorous, a prank, blowing off steam, or venting.

29.03. Workplace Violence: "Workplace violence" is any conduct that causes an individual to fear reasonably for their personal safety or the safety of their family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:

- A. Threats or acts of physical harm directed toward an individual or their family, friends, associates, or property.
- B. The destruction of, or threat of destruction of District property or another employee's property.
- C. Fighting, challenging another person to fight, or participating in dangerous or threatening horseplay.
- D. Striking, punching, slapping, or assaulting another person.
- E. Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise.
- F. Harassing or threatening phone calls.
- G. Surveillance.

- H. Stalking.
- I. Possessing a weapon(s) during work hours unless the District issues the weapon(s) for performance of the job. "Weapon" is a firearm, chemical agent, club or baton, knife, or any other device, tool, or implement that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.

29.04. Incident Report Procedures:

- A. Employees must immediately report to their Supervisor or Manager whether they have been a victim of, or have witnessed, workplace violence. The Supervisor or Manager will immediately report the matter to the General Manager.
- B. The General Manager or designee will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.
- C. The General Manager or designee will take appropriate steps to provide security, such as:
 - 1. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation.
 - 2. Asking any threatening or potentially violent person to leave the site; or
 - 3. Immediately contacting an appropriate law enforcement District.

29.05. Investigation: The General Manager or designee will see that reported violations of this Policy are investigated as necessary.

29.06. Prevention: Each Supervisor or Manager has authority to enforce this Policy by:

- A. Training supervisors/department heads and subordinates about their responsibilities under this Policy.
- B. Assuring that reports of workplace violence are accurately and timely documented and addressed.
- C. Notifying the General Manager and/or law enforcement authorities of any incidents.
- D. Making all reasonable efforts to maintain a safe and secure workplace; and
- E. Maintaining records and follow up actions as to reports of workplace violence.

SECTION 30. WHISTLEBLOWER PROTECTION.

30.01. Whistleblower Protection: The District prohibits all of the following:

- A. Taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement District, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation.
- B. Preventing an employee from disclosing information to a government District, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation.
- C. Retaliating against an employee for refusing to participate in any activity that would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation; and
- D. Retaliating against an employee because the employee’s family member has or is perceived to have engaged in any of the protected activities listed in (a)-(c) above.

30.02. Coverage: This Whistleblower Protection Policy governs and protects District officials, officers, employees, temporary/intern employees, or applicants for employment.

30.03. Protected Activity: “Protected activity” includes any of the following:

- A. Filing a complaint with a federal or state enforcement or administrative District that discloses any information that the employee has reasonable cause to believe violates state or federal law or a violation or noncompliance with a local, state, or federal rule or regulation.
- B. Participating in or cooperating in good faith with a local, federal, or state enforcement District that is conducting an investigation in to alleged unlawful activity.
- C. Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity.
- D. Associating with another covered individual who is engaged in any of the protected activities enumerated here.
- E. Making or filing in good faith and with reasonable cause an internal complaint with the District regarding alleged unlawful activity.
- F. Providing informal notice to the District regarding alleged unlawful activity.

- G. Calling a governmental District’s “Whistleblower hotline” in good faith.

30.04. Adverse Action: “Adverse action” may include, but is not limited to, any of the following:

- A. Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity.
- B. Refusing to hire an individual because of actual or potential protected activity.
- C. Denying promotion to an individual because of actual or potential protected activity.
- D. Taking any form of disciplinary action because of actual or potential protected activity.
- E. Extending the probationary period because of actual or potential protected activity.
- F. Altering work schedules or work assignments because of actual or potential protected activity.
- G. Condoning hostility and criticism of co-workers and third parties because of actual or potential protected activity.
- H. Spreading rumors about a person because of that person’s actual or perceived protected activity.
- I. Shunning or unreasonably avoiding a person because of that person’s actual or perceived protected activity.

30.05. Complaint Procedure: An applicant, employee, or temporary/intern employee who feels they have been retaliated against in violation of this Whistleblower Protection Policy should immediately report the conduct according to the complaint procedure in the District’s Policy against Discrimination, Harassment, or Retaliation outlined in Section 28 above so that the complaint can be resolved fairly and quickly. Supervisors/department heads have the same responsibilities as defined in the Policy against Discrimination, Harassment, or Retaliation.

CERTIFICATION OF (EMPLOYEES) RECEIPT AND AGREEMENT OF PERSONNEL POLICIES AND PROCEDURES

I have received a copy of the Helendale CSD Personnel Policies and Procedures manual approved by the Board of Directors on January 18, 2024.

I have read, understand, and agree to abide by the rules set forth in such Personnel Policies and Procedure.

Signature

Date

THIS ACKNOWLEDGMENT PAGE WILL BE PLACED INTO THE HELENDALE CSD PERSONNEL FILE TO DOCUMENT THAT YOU ARE AWARE OF, UNDERSTAND, AND AGREE TO ABIDE BY THE HELENDALE CSD'S POLICIES.