

RESOLUTION NO. 2024-2343

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
LAS GALLINAS VALLEY SANITARY DISTRICT ADOPTING THE REVISED
PERSONNEL POLICIES AND PROCEDURES OF THE DISTRICT**

WHEREAS, the Board of Directors has adopted personnel rules that have been incorporated into a consolidated Personnel Policy and Procedures handbook; and

WHEREAS, Board Policy B-80 grants the General Manager authority over personnel matters, including the authority to make minor revisions to the Personnel Policies and Procedures, provided such revisions do not result in significant changes to employee compensation or benefits; and

WHEREAS, the General Manager is further authorized to amend the Personnel Policies and Procedures to ensure compliance with applicable laws; and

WHEREAS, the General Manager will inform the Board of any minor or compliance amendments to the District's Personnel Policies and Procedures at the next Regular Board Meeting; and

WHEREAS, any other amendments to the Personnel Policies and Procedures require formal action by the Board of Directors; and

WHEREAS, the Board of Directors now desires to adopt the revised Personnel Policies and Procedures, which incorporate all relevant legislative updates, as well as changes made by the Board and those made by the General Manager within the scope of their authority.

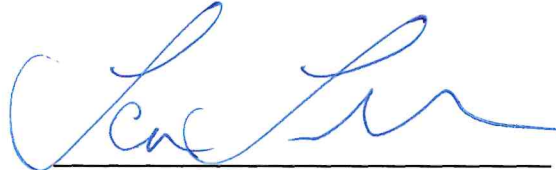
NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts the revised Personnel Policies and Procedures, as incorporated by reference, as the official and most current version of the District's Personnel Policies and Procedures, effective as of the date of this resolution.

BE IT FURTHER RESOLVED that the Board of Directors reaffirms the General Manager's authority to make future administrative and legally required updates to the Personnel Policies and Procedures without further Board approval.

PASSED AND ADOPTED by the Board of Directors of the Las Gallinas Valley Sanitary District, Marin County, California, at a meeting thereof held on the 17th day of October, 2024 by the following vote:

AYES, and in favor thereof Members: *Clark, Vitelberg, Robards, Yezman.*
NOES, Members: *None.*
ABSENT, Members: *Murray*
ABSTAIN, Members: *None.*

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District.



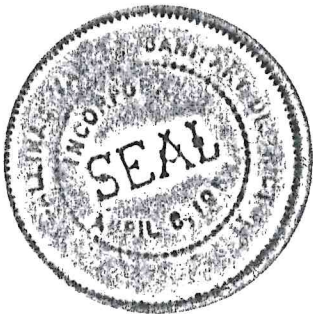
Teresa Lerch, District Secretary

Approve:

(seal)



Gary E. Robards, Vice-President of Board of Directors



Las Gallinas Valley Sanitary District

Personnel Policy and Procedures

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SECTION 1

GENERAL AND ADMINISTRATION

No. 1 Purpose and Authority

APPLICABILITY & PURPOSE

These Personnel Policy and Procedures (PPP) are prescribed for the purpose of carrying out the personnel program in compliance with state and federal law. Section 1 of these PPPs establishes the purpose and authority for these regulations.

1.1 Purpose

- A. The goal of these policies and procedures is to establish fair, equitable and lawful procedures for dealing with personnel matters, to attract and retain the most competent persons available, to assure that appointments and promotions of employees will be based on merit, to provide a reasonable degree of security for qualified employees, and to support the values, goals, and strategies set forth by the Las Gallinas Valley Sanitary District ("District").
- B. These PPPs represent a compilation of legal standards, policies, procedures, rules, forms, and definitions pertaining to the responsibilities of employees and managers in their employment with Las Gallinas Valley Sanitary District. Previous personnel rules, regulations, policies, and procedures are expressly repealed and replaced by these PPPs.
- C. This Personnel Policy and Procedures Manual are organized into the following sections:
 - Section 1: General and Administration
 - Section 2: Personnel Conduct and Standards of Employment
 - Section 3: Recruitment and Selection
 - Section 4: Employment Practices

1.2 Application

These policies and procedures apply to all permanent, regular employees of the Las Gallinas Valley Sanitary District, unless a specific policy or procedure indicates otherwise. The provisions related to appointment, probation status, procedure for disciplinary action, and selection appeals are not applicable to temporary or casual employees, at-will employees, elected officials, or the General Manager appointed by the Board of Directors.

1.3 Authority

- A. The ultimate determination of personnel policy is the responsibility of the Board of Directors.
- B. The Board of Directors shall appoint a General Manager. The General Manager or designee shall appoint District personnel in accordance with these PPPs.
- C. The General Manager or designee will be responsible for conducting competitive examinations to ascertain the fitness of applicants for appointment and promotion of employees to vacant positions. The General Manager or designee may contract with any qualified person or agency for the performance of such technical or professional services as may be desired in the establishment or operation of the personnel system.
- D. The General Manager or designee is responsible for carrying out personnel policies and procedures set by the Board of Directors, and shall ensure that these policies and procedures are administered in a fair and equitable manner for all employees.
- E. Members of the Board of Directors shall deal only with the General Manager or designee on personnel matters.

1.4 Effect of Collective Bargaining Agreements

If a provision of these Personnel Policies and Procedures is in conflict with a provision of an applicable Memorandum of Understanding negotiated between District and a recognized employee organization, to the extent of such conflict, the provision of the Memorandum of Understanding shall be controlling.

1.5 Effect of At-Will Agreements

If a provision of these Personnel Policies and Procedures is in conflict with a provision of an applicable At-Will contract negotiated between the District and an employee, to the extent of such conflict, the provision of the At-Will contract shall be controlling.

1.6 No Contract Created

The Personnel Policies and Procedures do not create any contract of employment, express or implied, or any rights in the nature of a contract.

1.7 Right to Amend, Delete or Suspend

These policies and procedures may be amended by adding, deleting, or changing such policies and procedures from time to time upon giving notice to the recognized bargaining unit. This section is not intended to supersede the District's obligations as set forth in California Government Code section 3500 et seq.

No. 2 Definitions

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure defines words and terminology used by these PPPs.

2.1 Definitions

Unless otherwise defined by the context, words used in these PPPs will have the following meanings:

- A. **Anniversary Date.** The date recurring yearly upon an employee's most recent regular appointment. The anniversary date will be used to determine salary step increases and promotion to the next higher classification (if promotion is based on time in grade). The anniversary date shall be adjusted for all unpaid leaves of absences.
- B. **Applicant.** Any person who, according to these rules, has made formal application for employment.
- C. **Appointing Authority.** The person having authority to appoint or to remove persons from positions in the District or subordinates to whom this authority is delegated.
- D. **Appointment.** The offer of and acceptance by a candidate to a position in the District service.
- E. **At-Will Employee.** "At Will" refers to any District employee who: (1) does not hold regular status; (2) serves at the pleasure of the Board, General Manager, or appointing authority; and (3) can be terminated at any time without cause and without pre- or post-disciplinary process and/or the opportunity to appeal. Employees who move from regular employment status to an at-will position shall be required to sign a notification and acknowledgement of at-will employment as a condition of employment.
- F. **Authorized Position.** A funded work position, within a job classification, which is or may be held by an employee.
- G. **Board.** The Board of Directors of the Las Gallinas Valley Sanitary District.
- H. **Classification or Class.** A position or group of positions having the same title, class specification, minimum qualifications, and salary.
- I. **Date of Hire.** When an employee is hired into a regular (full or part-time) or contract position with the District.
- J. **Day.** Calendar day. If the final day of a time period falls on a weekend or holiday, the next calendar day following will constitute the final calendar day.
- K. **Demotion.** A change in status of an employee from a position in one classification to a position in another classification with lesser duties and responsibilities, lower qualifications, and a lower maximum salary. A demotion may be voluntary or involuntary.
- L. **District.** The Las Gallinas Valley Sanitary District, a government organization governed solely by the Board of Directors.

- M. Eligible Candidate. A person who has successfully passed all initial examination requirements for a classification for which the person has made official application.
- N. Employee. A person who is employed by the District.
- O. Exempt Employee. An employee defined under federal law as not subject to overtime payment over 40 hours per week or the equivalent.
- P. Leave of Absence. When authorized, an absence from duty for a specified period of time. An employee on authorized leave may return to the same or a similar position at the end of the authorized leave period.
- Q. Non-Exempt Employee. An employee who under federal law must be paid overtime wages (or compensatory time off) when the employee works over 40 hours per week or the equivalent. Also known under federal law as an hourly employee.
- R. Overtime. Authorized work beyond the identified work week or work period.
- S. Probationary Period. A trial period during which an employee is required to demonstrate competency in the knowledge, skills, and abilities necessary to successfully perform the job and from which an employee is at-will and may be released without cause or right of appeal. The probationary period is the final step in the examination process. The probationary period shall begin with the regular hire date of the employee in the current job class, whether attained by new hire or promotion.
- T. Promotion. Advancement of an employee from a position in an established classification to a position in an established classification with higher level duties and responsibilities, higher qualifications, and a higher maximum salary.
- U. Reclassification. A reallocation of a position to a different or new classification because of a significant change in duties and/or responsibility of the position over time.
- V. Reinstatement. A return to employment (reemployment) of an employee following separation due to layoff.
- W. Reorganization. A planned, prospective restructuring or redesign of a department, which will have fiscal or classification impact, to meet changing needs.
- X. Seniority Date. An employee's date of hire adjusted by any unpaid Leaves of Absence. An employee's seniority date shall be used to determine an employee's benefit accruals.
- Y. Separation. Any ending of employment with the District, including discharge, reduction in force, resignation, retirement, and job abandonment.
- Z. Step Increase. Advancement within a salary range from one step to another, higher step.
- AA. Step Increase Date. Date used to determine eligibility for a step increase.

- AB. Termination. The involuntary separation from employment of an employee by an appointing authority. Dismissal and discharge may be used synonymously with termination.
- AC. Y-Rate. A salary paid above the maximum salary of the range for an incumbent employee when the employee is moved from their class to a different class with a lower salary range. The incumbent retains their current rate of pay until such time as the new class has a maximum salary rate which is equal to or higher than the “y” rate.
- AD. Temporary or Casual Employee. An employee who is assigned to work on a particular project or on a job of limited or definite duration is a temporary or casual employee. A temporary or casual employee: (1) does not hold regular status, (2) does not serve a probationary period, (3) can be dismissed from District employment at any time without cause, right of appeal, grievance, or hearing, and (4) is not entitled to earn, accrue, or participate in any District employee benefit plans, or paid or unpaid leaves, except as required by law.

No. 3 Employee Relations Resolution

The Employee Relations Resolution is a separate standalone document, adopted by the Board, that establishes the orderly administration of labor management relations as provided for in California Government Code sections 3500 et seq.

SECTION 2

PERSONNEL CONDUCT AND STANDARDS OF EMPLOYMENT

No. 4 Employee Standards of Conduct

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure defines general standards of conduct for District employees.

4.1 Standards of Conduct

- A. Employees of the District are expected to be productive, perform their work in a safe manner, be considerate of others, and conduct themselves in a professional manner at all times.
- B. The following non-exclusive list illustrates the types of conduct that are prohibited and will not be tolerated by the District. . Other types of conduct that may be a threat or harmful to security, personal safety, employee welfare, and the District's interests or operations may also be prohibited. This non-exclusive list of prohibited conduct may subject an employee to disciplinary action up to and including termination of employment.

Personal Conduct

- 1. Discourteous treatment of the public, District Board Members, Management, Supervisors or fellow employees.
- 2. Threatening or doing bodily harm to others.
- 3. Using inappropriate language on District radios.
- 4. Conducting personal business on District time.
- 5. Asking for gifts or gratuities from District constituents or any contractor, vendor or supplier or other person doing business with the District.
- 6. Accepting gifts or gratuities valued at more than \$10.00
- 7. Provoking a verbal or physical fight or fighting during working hours or on District property.
- 8. Participating in horseplay or practical jokes on District time or on District property.
- 9. Engaging in criminal conduct whether or not related to job.

10. Causing, creating or participating in a disruption of any kind during working hours on District property.
11. Using abusive language at any time on District premises.
12. Allowing personal affairs to interfere with District business or job responsibilities.
13. Engaging in political activity during working hours or in the course of performing job.

Job Responsibilities

1. Failing to notify a supervisor when unable to report to work.
2. Unreported or unauthorized absence from work.
3. Insubordination, including failing or refusing to carry out instructions of supervisor, manager, or General Manager or their designee.
4. Failing to observe work schedules (tardiness or leaving job early).
5. Sleeping or malingering on the job.
6. Failure of supervisor to take disciplinary action, or report misconduct of subordinates.
7. Abandoning work site or assigned task.

Safety

1. Failing to report unsafe equipment, conditions or practices.
2. Failing to report accidents, near misses or injuries.
3. Endangering self or others by violating a safety rule or by performing unsafe acts.
4. Failing to use appropriate personal protective equipment.
5. Failing to follow job safety rules and procedures.

Drugs and Alcohol

1. Possessing, distributing, selling, or purchasing alcohol, intoxicants, drugs and other controlled substances (including cannabis) while on the job.
2. Using or being impaired by / under the influence of alcohol, intoxicants, or controlled substances (including cannabis) while on the job.

3. Driving a District vehicle while impaired by / under the influence of alcohol, intoxicants, drugs, or controlled substance (including cannabis).

Driving District Vehicles

1. Having driver's license expire, suspended, or revoked, if job requires driving on District business.
2. Failing to report loss of driving privileges.
3. Failing to obey traffic laws.
4. Failing to report moving and non-moving violations.

District Property

1. Stealing District property or the personal property of others.
2. Deliberately or carelessly damaging District property or the property of others.
3. Removing District property from premises without prior authorization.
4. Using District vehicles, equipment, time, materials, or facilities for personal use without prior authorization.

Records and Record Keeping

1. Falsifying employment records, employment information, or other District records.
2. Recording work time of another employee or allowing any other employee to record one's work time, except for authorized personnel.
3. Inaccurately recording one's time records.
4. Failing to maintain required District logs and records.
5. Willfully or negligently omitting or concealing facts from official records.
6. Falsifying of financial records (travel, expenses or payroll).

Other Misconduct

1. Misappropriating District funds.
2. Disclosing confidential information.
3. Gambling on District time or property.

4. Engaging in or condoning unlawful harassment, discrimination, bullying, abusive conduct, or retaliation of others.

4.2 General Prohibitions

- A. **Discrimination Prohibited.** The District prohibits unlawful discrimination because of race, religious creed (including religious dress and grooming practices), color, sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned), sexual orientation, national origin (including language use restrictions and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized, ancestry, physical disability, mental disability, medical condition, genetic information/characteristics, marital status, registered domestic partner status, age (40 or over), military or veteran status, reproductive health decision-making, or any other basis protected by federal, state or local law or ordinance or regulation. All such discrimination is unlawful.
- B. **Employment of Relatives.** The District may not hire relatives where actual or potential problems may arise regarding supervision, security, safety, or morale, or where potential conflicts of interest exist. Relatives include spouses, domestic partners, children, siblings, parents, step-relatives, and in-laws of those enumerated by marriage or domestic partnership. If two employees marry, register as domestic partners, or become related, causing actual or potential problems regarding supervision, safety, security, or morale, or where conflict of interest may exist, only one of the employees will be retained unless reasonable accommodations can be made to eliminate the actual or potential problems or conflict. Notwithstanding any provision in these Policies, any reasonable accommodation including transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal. The affected employees will be given 30 days to decide which relative stays with the District. If a decision is not made within 30 days, the General Manager or designee will make the decision based on the employment history and job performance of both employees. Notwithstanding any provision in these Policies, any such separation is not considered to be disciplinary and is not subject to any grievance or appeal.
- C. **Retaliation Prohibited.** The District prohibits retaliation against any employee for engaging in protected activity in good faith. Protected activity includes filing a complaint, participating or cooperating in an investigation, or testifying in a proceeding regarding discriminatory conduct, regulatory violations, illegal activity, or unsafe working conditions or industrial injury.

4.3 Improper Political Activity

- A. **The District Prohibits:**

1. Employees and elected officials from engaging in political activities during work hours;
 2. Political campaigning in District buildings or on premises adjacent to District building; and
 3. An employee or elected official from using his/her office to coerce or intimidate public employees to promote, propose, or contribute to any political cause or candidate.
- B. Political Activity Prohibited. Coercion of or by employees or use of positions for political purposes is prohibited.
- C. Examples of Prohibited Political Activity:
1. Participate in political activities of any kind while in uniform or in District vehicle;
 2. Participate in political activities during working hours;
 3. Participate in political activities on District worksites;
 4. Place or distribute political communication on District property;
 5. Use District equipment to make political communications;
 6. Solicit a political contribution from an elected official or employee of the District, or from a person on a District employment list, with knowledge that the person from whom the contribution is solicited is a District employee;
 7. Favor or discriminate against any employee because of political opinions or affiliations;
 8. Interfere with any election; or
 9. Attempt to trade job benefits for votes.
- D. Examples of Permitted Political Activity:
1. Express opinions on all political subjects or candidates;
 2. Become a candidate for any local, state or national election;
 3. Contribute to political campaigns;
 4. Join and participate in the activities of political organizations;
 5. Request, during off-time duty, political contributions through the mail or other means from an elected official or employee of the District, if the solicitation is

part of a solicitation made to a significant segment of the public which may include District employees;

6. Solicit or received, during off-duty time, political contributions from a District employee organization if the funds, when collected, were not earmarked for a clearly identifiable candidate for a federal, state or local office; or
7. Solicit or receive, during off-duty time, political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working condition of District employees.

4.4 Maintenance of Confidential and/or Privileged Information

Information used and/or accessed in the course of employment, if privileged by virtue of the employee's position and/or confidential, will not be discussed outside the work environment.

4.5 Outside Employment

- A. General. While employed by the District, employees are expected not to engage in outside work or activity that is incompatible with the best interest of the District, or which interferes with the employee's work schedule, duties, or work performance. Employees who wish to engage in outside employment must obtain approval from the General Manager or designee. Outside employment must be reviewed and approved annually.
- B. Process. An employee must request from the General Manager or designee approval for outside employment and complete an annual "Authorization for Outside Employment" form available from Human Resources. The form must be completed and submitted to the employees' supervisor for approval on an annual basis. Approval is required by the General Manager or designee prior to engaging in any outside employment.
- C. Revocation. Approval may be rescinded at any time if, in the judgment of the General Manager or designee, the outside employment is inconsistent with, incompatible with, in conflict with, or harmful or unfavorable to the employee's duties as a District employee.

4.6 Alcohol and Drug Free Workplace

- A. The use or impairment by alcohol, marijuana, drugs, and/or controlled substances constitutes a potential danger to the welfare and safety of other employees and exposes the District to the risks of property damage, or injury to other persons. Use of these substances can adversely affect an employee's job performance efficiency, safety, and health. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the District to the risks of property loss or damage, or worse, injury to other persons.
- B. In order to ensure safe and productive work practices free from the influence of impairing drugs and alcohol, the District requires that an employee:

1. Not report to scheduled work or be on call while the employee's ability to perform their job duties is impaired due to on- or off-duty alcohol, intoxicants, drugs, or other controlled substances (including cannabis), and to advise the supervisor if the employee is impaired and unable to work when an employee is called to report to unscheduled work when not on call;
 2. Not possess, distribute, sell, or purchase alcohol, intoxicants, drugs, and other controlled substances (including cannabis) at any time while on the , District property, driving a District vehicle, or while on duty for the District at any location;
 3. Not directly or through third parties manufacture, sell, distribute, dispense, or provide controlled substances to any person, including any employee, at any time; or manufacture, sell, distribute, dispense, or provide alcohol to any employee while either or both are on duty;
 4. Notify their supervisor, before beginning work, when taking any medications or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or operation of District equipment;
 5. Notify the General Manager or designee of any criminal drug conviction for a violation occurring in the workplace no later than five days after conviction;
 6. Notify the supervisor immediately of facts or reasonable suspicions when the employee observes behavior or other evidence that a fellow employee poses a risk to the health and safety of the employee or others; and
 7. Consent to drug or alcohol testing and searches pursuant to Section 4.6.
- C. Employees who violate the above policy, who are convicted on criminal drug statute violations occurring at the workplace, or who fail to give the notice required above, are subject to discipline, up to and including termination.
- D. District supervisor and management employees must:
1. Notify the state or federal granting agency which has funded the work or program, if any, of any criminal drug statute convictions for a violation that occurred at a site where work is/was being done with a specific grant or contract;
 2. Record factors supporting "reasonable suspicion" as defined above and consult with other management staff in order to determine whether there is reasonable suspicion to test an employee as described by this policy;
 3. Take appropriate disciplinary action up to and including termination for any criminal drug statute conviction that has a nexus to the employee's employment,

or require that the convicted employee participate satisfactorily in a drug abuse assistance or rehabilitation program as a condition for returning to duty;

4. Take appropriate disciplinary action for any violation of this policy consistent with existing discipline procedures;
 5. Enforce this policy;
 6. Report any suspected violation of this policy to the General Manager; and
 7. Any manager or supervisor who knowingly permits a violation of this policy by any employee shall be subject to disciplinary action.
- E. The General Manager, with Board approval, may make an exception to the District's no alcohol on District property policy or at a District-sponsored event (such as Holiday Party).
- F. Searches. In order to promote a safe, productive and efficient workplace, the District has the right to search and inspect, without employee consent, all District property, including but not limited to lockers, storage areas, furniture, District vehicles, and other places under the common control of the District, or joint control of the District and employees. No employee has any expectation of privacy in any District building, property, or vehicle, nor during the use of District's technology systems and software programs.
- G. Reasonable suspicion testing. The District may require a blood test, urinalysis, or other drug and/or alcohol screening of those persons reasonably suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the General Manager or designee. Department Managers may approve testing if there is an immediate incident or concern and the General Manager or designee is unavailable.
- "Reasonable suspicion" is based on objective factors, such as behavior, speech, body odor, appearance, or other evidence of recent drug or alcohol use which would lead a reasonable person to believe that the employee is under the influence of drugs or alcohol at work. In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion and discuss the matter with the General Manager or designee, or respective Department Manager if the General Manager or designee is unavailable. If there is a reasonable suspicion of drug or alcohol abuse at work, the employee will be relieved from duty and placed on paid leave until the test results are received. When possible, the supervisor shall have another supervisor/manager observe as a witness.
- H. Post-Accident Testing. The District may require alcohol or drug screening following any work-related accident or any violation of safety precautions or standards, whether or not an injury resulted from the accident or violation, provided that the "reasonable suspicion" factors described above are present.

- I. Drug testing will be in accordance with Government Code section 12954, which prohibits discrimination against a person in hiring, termination, or any term or condition of employment, if the discrimination is based on:
 1. The person's use of cannabis off the job and away from the workplace.
 2. An employer-required drug screening test that finds *nonpsychoactive* cannabis metabolites in their hair, blood, urine, or other bodily fluids.

District applicants and employees can, however, be penalized based on a scientifically valid preemployment drug screening conducted through methods that do not screen for nonpsychoactive cannabis metabolites.

Government Code section 12954 does not permit an employee to possess, to be impaired by, or to use, cannabis on the job, nor does it affect the rights or obligations of an employer to maintain a drug- and alcohol-free workplace pursuant to Health and Safety Code Section 11362.45, or any other rights or obligations of an employer specified by federal law or regulation

Government Code section 12954 does not apply to an employee in the building and construction trades. Government Code section 12954 does not apply to applicants or employees hired for positions that require a federal government background investigation or security clearance in accordance with regulations issued by the U.S. Department of Defense (pursuant to 32 CFR Part 117 or equivalent regulations applicable to other agencies).

4.7 Use of District Facilities or Property

No District property will be used by an employee without express authorization of the General Manager or designee which is not necessitated by the employee's position.

Any employee who uses or is assigned a vehicle, materials, tools or equipment is responsible for accounting for and securing the property, safe and proper use, and for reporting any damages, loss, or need for routine maintenance.

Without prior Management approval vehicles, materials, tools and equipment will not be loaned to employees for their personal use.

4.8 Smoke Free Workplace

The District is a smoke-free environment. The use of smoke-tobacco products, including but not limited to cigarettes, e-cigarettes, vaping, cigars, and pipes are prohibited at all District facilities and on all District property, including vehicles, parking lots and other outdoor areas. Employees who smoke tobacco products in violation of this provision may be subject to disciplinary action up to and including termination.

Smoking is prohibited inside any District building or other enclosed area. For the purpose of this policy, "enclosed area" means an area closed in by a roof and walls with appropriate openings for ingress and egress; this also includes District vehicles. For purpose of this policy, "smoking" shall mean the inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, or pipe, or any other lighted tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device (e-cigarettes) that creates an aerosol or vapor.

Employees who smoke are urged to be particularly considerate of fellow employees who are sensitive to or object to cigarette smoke. Smoking should be confined to areas where others are not exposed to the smoke. Smoking within twenty feet of main entrances, exits, and operable windows of any District building, owned or leased, is also prohibited.

Employees are also not allowed to smoke during work hours and may only do so on designated meal and rest breaks subject to the parameters above.

4.9 Gift Policy

No employee may receive a gift to influence, or that may have the appearance of influencing, a business relationship.

The District requires that any gift that is received by an employee be reported and given to the General Manager or designee.

Receipt of gifts of cash is not permissible regardless of amount.

4.10 Dress Code

Employees of the District are required to dress appropriately for the jobs they are performing. Therefore, failure to follow the dress regulations contained in this section shall be grounds for discipline.

- A. All clothing must be neat, clean, in good repair, and appropriate to the work setting.
- B. Prescribed uniforms and safety equipment must be worn when required.
- C. Footwear must be appropriate for the work environment and functions being performed.
- D. Depending on work assignment's safety requirements, hair must be tied back when working around plant, lab or hazardous equipment in compliance with safety standards.
- E. Depending on the work assignment's safety requirements, facial hair may be permitted; however, facial hair must be groomed. The remainder of the face must be clean shaven so as to meet safety standards, including respirator equipment, as required by the position.
- F. Good personal hygiene is required.

- G. Dress must be appropriate to the work setting, particularly if the employee deals with the public.

4.11 Tattoo Policy

Employees of the District are expected to project a professional appearance while at work. Therefore, failure to follow the tattoo regulations contained in this section shall be grounds for discipline.

- A. Tattoos on the head, face, and/or neck must be covered with makeup, clothing or a bandage while at work or removed.
- B. Any visible tattoos cannot be obscene, sexually explicit, discriminatory as to sex, sexual orientation, race, religion, or national origin, extremist, and/or gang related.
- C. Any non-conforming tattoos must be covered with clothing or a bandage while at work or removed.
- D. If an employee has a question about how the tattoo policy applies to them, the matter should be immediately raised with their supervisor for consideration and determination.

4.12 Piercing and Jewelry Policy

Conductive materials and equipment that are in contact with any part of an employee's body will be removed prior to performing live electrical work to prevent them from contacting exposed energized conductors or circuit parts. This would include piercings, jewelry, and watches which shall be removed prior to performing electrical work.

No. 5 Equal Employment Opportunity

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure defines the District's policy and procedure for Equal Employment Opportunity in employment.

5.1 Equal Employment Opportunity

- A. The District is an equal opportunity employer and makes employment decisions on the basis of merit. The District's policy prohibits discrimination, harassment, bullying, abusive conduct, and retaliation against employees, officers, officials, contractors, interns, volunteers, participants in apprenticeship programs or applicants for employment based on race, religious creed (including religious dress and grooming practices), color, sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned), sexual orientation, national origin (including language use restrictions and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized, ancestry, physical disability, mental disability, medical condition, genetic information/characteristics, marital status, registered domestic partner status, age (40 or over), military or veteran status,

reproductive health decision-making, or any other basis protected by federal, state or local law or ordinance or regulation. All such discrimination is unlawful.

The District will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination.

- B. The District is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operation of the District and prohibits unlawful discrimination, harassment, bullying, abusive conduct, and retaliation by any employee, applicant, officer, official, interns, volunteers, participants in apprenticeship programs or contractor of the District, including supervisors and co-workers.
- C. Employees, applicants, officers, officials, interns, volunteers, participants in apprenticeship programs or contractors who believe they have experienced any form of employment discrimination are encouraged to report this immediately, using the complaint procedure provided in Section 5.3 of these PPPs.

5.2 Policy Against Harassment, Discrimination, Retaliation, Bullying, and Abusive Conduct

- A. The purpose of Policy Against Harassment, Discrimination, Retaliation, Bullying and Abusive Conduct ("Policy") is to establish a strong commitment to prohibit and prevent harassment, discrimination, bullying, abusive conduct, and retaliation by and against the District's employees, officers, officials, interns, volunteers, and elected officials; to define those terms; and to set forth a procedure for investigating and resolving internal complaints of harassment, discrimination, bullying, abusive conduct, and retaliation. The District encourages all covered individuals to report—as soon as possible—any conduct that is believed to violate this Policy. Acts of harassment, discrimination, bullying, abusive conduct, and retaliation by anyone affiliated with the District, including its elected officials, are strictly prohibited and are subject to sanctions and disciplinary measures, up to and including termination. Nothing in this policy is intended to create a legal or employment right or duty that is not created by law.
- B. The District is committed to preventing harassment, discrimination, bullying, abusive conduct, and retaliation in the workplace.

The District has zero tolerance for any conduct that violates this Policy. Conduct need not arise to the level of a violation of state or federal law to violate this Policy. A single act by a District employee may constitute a violation of this Policy and provide sufficient grounds for the District to discipline the District employee.

This Policy establishes a complaint procedure by which the District will investigate and resolve complaints of harassment, discrimination, bullying, abusive conduct, and retaliation by and against protected classifications.

The District expressly prohibits any retaliation against an employee because they filed or supported a complaint or because they participated in the investigation or complaint resolution process. Individuals found to have retaliated against an employee in violation of this Policy will be subject to appropriate sanctions or disciplinary actions, up to and including termination.

All such harassment, discrimination, bullying, abusive conduct, and retaliation is unlawful. This policy also prohibits retaliation for engaging in protected activity as recognized by state and federal law.

This policy applies to all terms and conditions of employment, including, but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Disciplinary action or other appropriate sanction up to and including termination will be instituted for prohibited behavior as defined below.

C. Definitions.

1. **Protected Classification:** This Policy prohibits harassment, discrimination, bullying, abusive conduct, or retaliation because of an individual's protected classification. "Protected Classification" includes race, religion or religious creed, color, sex (including gender, gender identity, gender expression, transgender identity, pregnancy, and breastfeeding), reproductive health decision making, sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, marital status, age (40 or over), medical condition, genetic characteristics or information, military and veteran status, physical or mental disability, or any other basis protected by law.

This policy prohibits discrimination, harassment, bullying, abusive conduct, or retaliation for the following reasons: (1) 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.

2. **Protected Activity:** This Policy prohibits harassment, discrimination, bullying, abusive conduct, and retaliation because of an individual's protected activity.

Protected activity includes, but is not be limited to, the following activities: (1) making a request for an accommodation for a disability; (2) making a request for an accommodation for religious beliefs; (3) making a complaint under this Policy; (4) opposing violations of this Policy; or (5) participating in an investigation under this Policy.

3. **Policy Coverage:** This Policy covers the following individuals: applicants for employment at the District; District employees regardless of rank or title; elected

or appointed officials of the District; interns; volunteers; and contractors (“covered individuals”).

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.

4. Harassment: This Policy prohibits harassment of a covered individual because of the individual’s actual or perceived protected classification. Note that harassment is not limited to conduct that the District’s employees take. Under certain circumstances, harassment can also include conduct taken by those who are not employees, such as elected officials, persons providing services under contract, or even members of the public. Harassment may include, but is not limited to, the following types of behavior:

- a. Speech, such as epithets, derogatory, offensive or inappropriate comments, slurs, or stereotypical comments, or verbal propositions made on the basis of a protected classification. This includes, but is not limited to, comments, stories, and jokes about appearance, dress, physical features, gender identification, and race.

Physical acts, such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes, but is not limited to, pinching, grabbing, patting, propositioning, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

- b. Visual acts, such as derogatory, offensive or inappropriate, posters, cartoons, emails, text messages, electronic memes, social media postings, written material, graphics, pictures, or drawings related to a protected classification.
- c. 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.
- d. Conduct that another individual who is a member of the protected classification would find unwelcome or unwanted. Harassment may include the following:
- e. Conduct which would be unwelcome or unwanted to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.

- f. Conduct to which the recipient appears to have consented. The District does not recognize as a defense that the recipient appeared to have "consented" to the conduct at issue by failing to protest about the conduct. A recipient may not protest offensive or inappropriate conduct for many legitimate reasons, including the need to avoid being perceived as insubordinate or to avoid being ostracized or subjected to retaliation.
 - g. Conduct about which no employee has previously complained. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment or substantially similar conduct does not mean that the conduct is welcome, inoffensive, or appropriate. The fact that no one previously complained does not preclude anyone from complaining if the conduct is repeated.
 - h. Conduct witnessed by a third party or about which a third party learns, even if they did not witness the conduct. Visual, verbal or physical conduct between two people who do not find such conduct offensive or inappropriate can constitute harassment of a third party witnesses such conduct or learns about the conduct later and finds the conduct to be offensive or inappropriate. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.
 - i. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct 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 the individual or an individual of the recipient's same protected classification would find it inappropriate or offensive (e.g., gifts, over attention, endearing nicknames, hugs).
7. Retaliation: Retaliation occurs when an employer takes adverse action against a covered individual because of the individual's protected activity as defined in this Policy.

"Adverse action" may include, but is not limited to, the following actions: (1) an employment action; (2) counseling; (3) taking sides because an individual has reported harassment or discrimination; (4) spreading rumors about a complainant or about someone who supports or assists the complainant or who participates in the investigation; (5) shunning or avoiding an individual who reports harassment or discrimination; or (6) making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

Retaliatory harassment is prohibited by this Policy. Retaliation can be action that is work-related, or one that has no tangible effect on employment, or even an

action that takes place exclusively outside of work, as long as it may well dissuade a reasonable person from engaging in protected activity. An employee may bring a claim under FEHA for complaining of or opposing conduct that the employee reasonably believes to be discriminatory.

8. Bullying/Abusive Conduct:

This Policy prohibits bullying and abusive conduct. Bullying and abusive conduct is a form of discourteous treatment toward coworkers and can take many forms. Some examples include, but are not limited to the following:

- Repeated unwanted conduct, comments, actions, or gestures that affect an employee's dignity, psychological or physical health, and well-being.
- Insulting, hurtful, hostile, vindictive, cruel, or malicious behavior that undermines, disrupts, or negatively affects another's ability to do their job and results in a harmful work environment for the employee(s).
- Swearing or shouting; repeated derogatory remarks, insults, or epithets; exclusion, ignoring, or socially isolating another; belittling; humiliation; any form of physical threat or physical intimidation; demeaning comments about a person's appearance; the use of patronizing titles or nicknames; persistent, unwelcome teasing; gratuitous sabotaging or undermining a person's work performance;
- Spreading lies, malicious rumors or gossip; disrespecting reasonable, personal boundaries; sharing inappropriate personal information with unauthorized individuals;
- Calling out, confronting or scolding an employee in front of others;
- Setting someone up to fail; blaming others for one's own errors;
- Insulting another's habits, attitudes, or private life.
- Harassment that is not based on / does not implicate a protected classification.

Prohibited bullying/abusive conduct may result from the actions of one individual or of a group.

Not all conflict at work is considered bullying/abusive conduct. Generally, bullying or abusive conduct requires a pattern of intentional, unwanted, and repeated behavior done with the intention to cause harm, demean, embarrass, or intimidate another person. Examples of conduct that may not constitute bullying or abusive conduct include: giving work direction to employees; providing feedback on performance; a single instance of a raised voice; not granting a scheduling request, etc.

D. Complaint Procedure.

1. A covered individual who believes they have been subjected to harassment, discrimination, bullying, abusive conduct, or retaliation may make a complaint

to any supervisor, manager, District Counsel, or the General Manager without regard to any chain of command. Any supervisory or management employee who receives a harassment, discrimination, bullying, abusive conduct, or retaliation complaint should immediately notify the General Manager. Upon receiving notification of a complaint regarding discrimination, harassment, bullying, abusive conduct, or retaliation, the General Manager or their designee will complete and/or delegate the following steps:

2. Within 24 hours of submitting the complaint to the General Manager, the General Manager shall inform, in a means designed to retain confidentiality, the District Counsel.
3. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with the following individuals: 1) the complainant; 2) the accused (i.e., the subject of the investigation); 3) witnesses to the conduct at issue in the complaint; and 4) other persons who have relevant knowledge concerning the allegations in the complaint. Those informed of the investigation shall conduct themselves in a manner that will not compromise the integrity of the investigation, including, but not limited to, refraining from actions that may intimidate potential witnesses.
4. The complainant and the accused have the right to be accompanied by an advocate(s) when discussing alleged incidents. Said persons shall be advised of this right prior to the commencement of such discussions.
5. Review the factual information gathered during the investigation to determine whether the alleged conduct violated 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.
6. Prepare a summary report of the determination as to whether the conduct violated this Policy and, if necessary, provide such report to the appointing authority (i.e., District Counsel or General Manager). If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
7. 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.
8. Take reasonable steps to protect the complainant from further harassment, discrimination, bullying, abusive conduct, or retaliation.
9. If the General Manager or District Counsel is the accused, or is a witness to the events at issue, an individual with higher authority will complete and/or delegate the steps enumerated above.

10. The District takes a proactive approach to potential violations of this Policy and will conduct an investigation if its supervisory or management employees become aware that harassment, discrimination, bullying, abusive conduct, or retaliation occurred or may be occurring, regardless of whether the recipient or third party reports a potential violation.
11. Upon conclusion of the investigation of alleged harassment, discrimination, bullying, abusive conduct, or retaliation, appropriate action shall be taken against the appropriate party where a violation of this Policy is found, including legal actions where appropriate.
12. Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment, discrimination, bullying, abusive conduct, or retaliation.
13. Action taken to remedy a harassment, discrimination, bullying, abusive conduct, or retaliation situation shall be done in a manner so as to prevent further violations.
14. Elected officials and employees complaining of harassment, discrimination, bullying, or abusive conduct shall be protected thereafter from any form of reprisal and/or retaliation. Any adverse conduct taken because an applicant, employee, elected official or contractor has reported harassment, discrimination, bullying, or abusive conduct or has participated in the complaint and investigation process described herein, is prohibited. This Policy protects those who make good faith reports of harassment, discrimination, bullying, or abusive conduct and those who associate with an individual who is involved in reporting harassment, discrimination, bullying, or abusive conduct or who participates in the complaint or investigation process, from retaliation.
15. The District will make every effort to assure the confidentiality of complaints made under this Policy to the greatest extent allowed by law. However, complete confidentiality may not be possible because of the District's need to investigate the complaint and provide the subject of the complaint their due process rights, which include providing the subject of the investigation a copy of the complaint after the initial investigatory interview, if requested.
16. The District expressly prohibits an employee who is interviewed during the course of an investigation from attempting to influence other employees, including employees who may have witnessed the underlying conduct at issue, while the investigation is open and ongoing.
17. An employee may discuss their interview with a designated representative from the employee's employee organization and/or the employee's legal representative. 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.

5.3 Responsibilities

Managers and Supervisors are responsible for:

1. Informing employees of this Policy.
2. Modeling appropriate behavior.
3. Taking all steps necessary to prevent harassment, discrimination, bullying, abusive conduct, or retaliation from occurring.
4. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
5. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
6. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
7. Informing those who complain of harassment or discrimination of their option to contact the EEOC or CRD regarding alleged Policy violations.
8. Assisting, advising, or consulting with employees and the General Manager or designee regarding this Policy and Complaint Procedure.
9. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with employer Personnel Rules, up to and including discharge.
10. Implementing appropriate disciplinary and remedial actions.
11. Reporting potential violations of this Policy of which they become aware, regardless of whether a complaint has been submitted, to the General Manager or designee, or the manager.
12. Participating in mandated periodic training and scheduling employees for training.

Each employee, interns, volunteers, participants in apprenticeship programs or contractor is responsible for:

1. Treating all employees and contractors with respect and consideration.
2. Modeling appropriate behavior.

3. Participating in periodic training.
4. Fully cooperating with the employer's investigations by responding fully and truthfully to all questions posed during the investigation.
5. Maintaining the confidentiality of any investigation that the employer conducts by not disclosing the substance of any investigatory interview, except as directed by the manager or General Manager.
6. Reporting any act they believe in good faith constitutes harassment, discrimination, bullying, abusive conduct, or retaliation as defined in this Policy, to their immediate supervisor, or manager, or General Manager or designee.

No. 6 Use of District Property and Equipment

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure represents the policy and procedure for the use of District property including electronic media, telephones, telecommunication devices, and vehicles by District employees.

6.1 Scope

- A. This policy applies to all District employees who use any District property, electronic media, and telecommunication devices provided by the District. District property is to be used only for conducting District business unless otherwise authorized. District property includes, but is not limited to: telephones, cell phones, desks, computers (including hardware and software), file cabinets, lockers, communications stored or transmitted on District property (such as email and voicemails, text messages), vehicles and any other District property used by District employees in the course of their work. Employees should not have an expectation of privacy in District property or equipment.
- B. District property may be monitored and searched at any time and for any reason. Messages sent or received on District equipment including cell phones may be saved and retrieved by others. As a result, District employees should not have an expectation of privacy in the messages sent or received on District property or equipment.
- C. Every District employee is required to adhere to all District rules and policies while on District property or using District property or equipment.
- D. District property shall not be defaced including but not limited to graffiti, unauthorized writing or drawing on property, or placement of unauthorized or inappropriate stickers on property.

6.2 General Policy on the Use of Electronic Media

- A. General. This section defines general policy on the use of electronic media. Electronic media is defined as computers, computer peripherals, electronic connections, computer

software, laptops, voice mail, electronic mail (email), Internet access, , Intranet access, on-line information services, electronic facsimile (fax) files, instant messaging, and any other electronic type of equipment that the District deems as electronic media. This also applies to usage of telephones and cell phones provided by the District.

- B. Business Purposes. Electronic media, as outlined in the scope above, are provided for the use of District employees for business-related purposes and as such do not offer privacy protections that one might expect from a personal system.
- C. Limited Personal Use, as Authorized. Reasonable and limited personal use is allowed at the sole discretion of the District. Such use will be brief, to the point, and conducted during breaks or lunch, or as otherwise specifically authorized by the General Manager or his/her designee.
- D. Personal use of the District electronic media, such as but not limited to cell phones, is subject to IRS regulations.
- E. Right to Search and Monitor. Approved District personnel, as well as computer support personnel, as authorized by the General Manager, reserve the right to enter, search and monitor the computer files, voice mail, email, encrypted files, or any type of electronic file of any employee without advance notice. Justification for such actions may include monitoring work flow or productivity, and investigating theft, disclosure of confidential business or proprietary information, or personal abuse of the system. The existence of passwords and "message delete" functions does not restrict or eliminate the District's ability or right to access electronic communications.
- F. Facsimiles. Electronic files of facsimiles (fax's) sent, received, and/or stored using the District equipment should be considered District property and may be subject to search for such reasons as stated above.
- G. Computers, Computer Software, Laptops and Computer Files. District computers, software and files stored on the computer or network will be considered as District property. Therefore, these devices may be subject to search for reasons stated above. In addition, all software that resides on any of the District's computers will be licensed and may be considered the property of the District.
- H. Software Installations. No employee will install software on any of the District's computers without first receiving permission from authorized management personnel; the General Manager.
- I. No Hardware Tampering. No employee shall alter or tamper with any District computer or interfere with its operation. All hardware failures will be immediately reported to General Manager or designee.

- J. Records Retention Policy. Electronic media which are considered “District records” will be subject to District’s records retention policies as adopted by the Board, including the same legal retention periods as paper documents. District records include: 1) permanent electronic computer files, and 2) telecommunications (e.g., email, instant messaging, and voice mail) which have been downloaded/converted into permanent electronic files, or have been printed to hard copies and stored as permanent files for the purposes of records retention.
- K. Public Records Act. Under the California Public Records Act, any electronic media message (e.g., email or voice mail) or permanent computer file which has been generated on District equipment and system may constitute a “public record”, and may be provided to the public through the California Public Records Act, or may be otherwise discoverable. Thus, employees must always assume that email, instant messaging, voice mail, and permanent computer files are subject to disclosure unless a specific legal basis for non-disclosure exists.
- L. General Allowable Uses of Electronic Media. Allowable uses of electronic media for District business purposes include the:
1. To facilitate performance of job functions.
 2. To facilitate communication of information within the District.
 3. To coordinate meeting of individuals, locations and resources of the District.
 4. To communicate with outside organizations as required in order to perform an employee’s job function.
- M. General Prohibited Uses of Electronic Media. Prohibited uses of electronic media include, but are not limited to the following:
1. Illegal or impermissible activities as defined as a violation of District policies, regulations, and state and/or federal law.
 2. Committing fraud or stealing data, or equipment.
 3. Using the network for an illegal activity, including violation of copyright, license agreements, and other contracts, e.g. downloading music.
 4. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or any other protected status will not be tolerated. These include, but are not limited to, slurs, obscene messages, materials, and pictures.
 5. Threatening messages.

6. Political endorsements.
 7. Commercial activities including areas of financial gain.
 8. Intentionally disrupting network traffic or crashing the network and connected systems (for example: sabotage, intentionally introducing a computer virus).
 9. Unauthorized access to others' files with no substantial business purpose, or vandalizing the data of another user.
- N. Network Security and Integrity. District employees must also abide by policies and procedures established for the purposes of maintaining security and integrity of the District's network system and supporting infrastructure.
- O. Violation of Policy. Violation of this policy will be reviewed on a case-by- case basis and may result in disciplinary action, up to and including termination.

6.3 Email, Instant Messaging, Text Messaging and Voice Mail

- A. Right to Review and Monitor. The District reserves the right to access all voice mail, instant messaging, text messaging and email left on or transmitted via District's communication systems. Since email, instant messaging, text messaging and voice mail messages are District property and intended for District business, employees should not have an expectation of privacy in any email, text message or voice mail message in District's communication systems. Management shall have the right to review any e mail, instant message, text message, or voice mail messages of any employee at any time and for any reason.
- B. Purpose of Email, Instant Messaging, Text Messaging and Voice Mail. The purpose of email, instant messaging, and text messaging and voice mail is to provide a work-related communication channel between individuals and groups, and to promote effective and efficient use of time and resources in order to carry out the business of the District. Employees are expected to utilize the District's communications systems with the same degree of respect, professionalism, and courtesy as is expected of personal face-to-face interactions. As with telephone calls, cell phone use, personal emailing, instant messaging, text messaging and voice mail should be: a) confined to those absolutely necessary; b) kept to a minimum; c) brief and to the point; d) to the extent practical, performed on breaks or lunch time.
- C. Uses of Email, Instant Messaging, Text Messaging and Voice Mail. Listed below are examples (non-exhaustive list) of appropriate and inappropriate email, and where applicable, instant messaging, text messaging and voice mail use.
1. Examples of Appropriate Use

- a. Providing or requesting information regarding District business (e.g., meeting notification, budget issues, etc.).
- b. Transmitting a document or file (vs. printing and mailing the document).
- c. General announcements within the scope of the sender's job responsibilities.
- d. Informational announcements that need to be communicated to employees.

2. Examples of Inappropriate Use

- a. Illegal or impermissible activities as defined as a violation of District policy, state, and/or federal law.
- b. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability or religious or political beliefs, or any other protected status will not be tolerated. These include, but are not limited to, slurs, obscene messages, materials, and pictures, or religious materials.
- c. Anything that may be construed as disruptive, threatening, offensive to others or harmful to morale.
- d. Copyright infringement.
- e. Items of political nature or having to do with political activities.
- f. Unauthorized distribution of personnel or medical information.
- g. Use of email when signed documents are required (Note: Use of email to distribute documents for signature is acceptable).
- h. Purposely creating any message that purports to be from another person without their permission.
- i. Unauthorized use of mailing lists.
- j. Unauthorized access to others' files with no substantial business purpose, or vandalizing the data of another user.
- k. Personal messages such as chain letters, broadly distributed emails regarding personal matters or interests.
- l. Violations. Violations will be investigated and may result in disciplinary action up to and including termination.

6.4 Internet

- A. General Usage. The purpose of Internet services is to distribute information to public constituencies or to conduct research for District related activities.

The duration of reasonable personal use will be established at the discretion of the General Manager or his/her designee and will only be conducted during breaks or lunch or as otherwise specifically authorized.

- B. Right to Review, Monitor, Report, and Restrict Internet Use. Since Internet access and use are intended for District business, Employees will have no right or expectation of privacy in any Internet activity using District equipment or networks. Management will have the right to review any Internet activity of any at any time and for any reason. Management may restrict Internet use by anyone at any time and for any reason. The District may restrict access to Internet sites whose content appears to have no purpose related to the business of District.
- C. Uses of the Internet. Except as otherwise noted herein, all Internet activities should be directly related to District business. Listed below are examples of appropriate and inappropriate Internet use.
1. Examples of Appropriate Use.
 - a. Obtaining information regarding District business, i.e., policy, legislation, public meetings, technical research, etc.
 - b. Transmitting or receiving a file or document (in conjunction with email).
 - c. Providing information regarding District business to the public, i.e., meeting agendas, key points of contact, forms, etc.
 2. Examples of Inappropriate Use.
 - a. File downloads not connected with District business.
 - b. Generating, sending, requesting, receiving or archiving material in any form, i.e., text, graphics, etc. which contain offensive language or is harassing in nature.
 - c. Activities resulting in personal gain, i.e., items for sale or purchase, or other personal business.
 - d. Illegal activities.
 - e. Copyright infringement.
 - f. Creating acts of fraud, waste or abuse through Internet activities.
 - g. Intentionally disrupting network traffic or crashing the network and connected systems (for example: sabotage, intentionally introducing a computer virus).
 - h. Other acts of misconduct such as willful misconduct, discrimination, sexual harassment and misuse of position.
 - i. Use of continuous services such as live streaming, live audio, live radio, and live video feeds unless needed for official District business.
 3. Violations. Violations will be investigated and may result in disciplinary action up to and including termination.

6.5 Telecommunication Devices

A. Definitions

1. Existing wire line phones. Includes all District desk top phones.
2. Cellular Telephone. A wireless telephone.
3. Other electronic devices. PDAs, palms and pocket PCs, smart phones and tablet computers.

B. General Policy on the Use of District Telecommunication Devices

1. All District telecommunication devices, regardless of the type (cellular telephones, existing wire line phones, etc.) are provided as a tool to conduct District-related business. All employees shall use such devices in a responsible manner. All employees assigned communications equipment shall assume the responsibility to use the equipment in accordance with the provisions of this policy.
2. Toll calls outside the local service area for reasons other than official use, or "900" Calls, or collect calls other than that provided by the District are prohibited unless absolutely necessary for purposes of contacting vendor company help lines.
3. Employees are prohibited from installing any third-party equipment to District phones (e.g. caller ID devices) unless pre-approved.

C. Use of District Cellular Phones and Other Electronic Devices

1. District electronic devices are issued on an as-needed basis with the approval of the General Manager.
2. Electronic devices are provided by the District to employees in order to perform their official duties. Excessive personal use of District electronic devices during non-break, work hours is prohibited and may result in disciplinary action. Excessive personal use of District electronic devices is subject to reimbursement by the employee.
3. An employee assigned a District electronic device is responsible for good care and maintenance of the assigned cell phone and will be required to reimburse the District's cost for any damage, or lost telephone due to negligence, as determined by the General Manager.
4. Employees shall refrain from recording, by any means, the conversation with staff, contractors, or members of the public with the exception of Board meetings which are recorded to assist with the preparation of minutes .

5. If a cellular telephone is damaged, fails to work properly, or is stolen or lost, the employee shall notify the General Manager or his/her designee.

D. Use of Cellular Phone While Operating a Vehicle

If, in the course of District official business, an employee needs to make a call, receive a call, or text message while they are driving, the employee must pull over to the side of the road in a safe manner to complete the call or text message. This includes answering a call, dialing a number, text messaging and talking on the phone. Cell phone use is allowed in vehicles provided hands free technology is in use in accordance with state law. Use of a handheld cell phone while driving, in the course of conducting District official business, is prohibited.

E. Personal Use of Desktop Telephones

Personal calls must be restricted to those incidental purposes. Employees are authorized to make reasonable, but limited, use of District phones for necessary personal calls that meet the following criteria:

1. Calls are restricted to breaks and lunch periods unless previously approved by your supervisor.
2. It is of reasonable duration and frequency.
3. It reasonably could not have been made at another time.

Examples of circumstances that may be authorized use during regular work hours are:

1. Calls to home (family emergency) or doctor.
2. Calls to notify an employee's family or other appropriate parties to inform them of a schedule change or delays.
3. Daily, brief calls to speak to a spouse, minor children, dependent parents, or those responsible for their care.
4. Brief calls that can only be reached during working hours such as a local government agency, a physician's office, home or a garage for emergency repairs.

F. Use of Personal Cell Phones

1. Use of personal cell phones is prohibited during working hours, other than breaks and lunch periods, unless approved by the General Manager.
2. When there is a need for cell phone use for personal reasons during work hours which has previously been approved, (e.g., during a family emergency) cell

phones must be in silent or vibrating mode and must not be disruptive to co-workers.

3. Employees shall refrain from using the camera function on personal cellular phones in the workplace unless approved by the General Manager or supervisor.
4. The District is not responsible for any damage to personal cell phones.

6.6 Lockers

A. General

Lockers are made available for the convenience of employees while at work. Lockers are the sole property of the District and the District reserves the right to open and inspect lockers, as well as any contents, effects or articles that are in the lockers. Such an inspection can occur at any time, with or without advance notice or consent. The District is not responsible for any articles that are placed or left in lockers that are lost, damaged, stolen, or destroyed.

B. Use of Lockers

Lockers must be kept in good working order and undamaged by the employee's use.

The District's Anti-Harassment Policy prohibits the displaying of inappropriate materials, including but not limited to, such as stickers, nicknames, pictures, or drawings. The exterior and interior of locker are to be free of all markings except as approved by the General Manager or designee.

No. 7 Grievance Procedure

Please see Memorandum of Understanding between the Operating Engineers Local 3 and Las Gallinas Valley Sanitary District.

No. 8 Whistleblower Retaliation

APPLICABILITY & PURPOSE

This Policy and Procedure defines the District Policy against whistleblower retaliation.

8.1 Retaliation for Filing Complaints, Claims

Participating in a whistleblower complaint process is protected from retaliation under all circumstances. Engaging in a complaint process, however, does not shield an employee from all discipline or discharge. The District retains the right to discipline or terminate workers if motivated by *non-retaliatory and non-discriminatory* reasons that would otherwise result in such consequences.

Disciplinary action, up to and including termination, will be taken against an employee or officer who is found to have violated this policy. Any elected official or contractor who violates this Policy Against Retaliation will be subject to appropriate sanctions.

8.2 Policy Coverage

The policy prohibits District officials, officers, employees, or contractors from retaliating against applicants, officers, officials, employees, or contractors because of any of the protected activity as defined herein.

8.3 Definitions

A. "Protected activity"

1. Making or filing an internal complaint with the District regarding alleged violations of District policy, local, State or Federal law.
2. Providing informal notice to the District regarding alleged violations of District policy, local, State or Federal law.
3. Participating in investigations and/or in court/administrative hearings regarding alleged violations of District policy, local, State or Federal law.
4. Filing a complaint with a Federal or State enforcement or administrative agency

No employee of the District shall directly or indirectly use or attempt to use the authority or influence of such employee for the purpose of intimidating, threatening, coercing, directing or influencing any person with the intent of interfering with that person's duty to disclose alleged violations of District policy or local, State or Federal law.

B. "Adverse action" may include, but is not limited to, any of the following:

1. Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of protected activity
2. Refusing to hire an individual because of protected activity
3. Denying promotion to an individual because of protected activity
4. Taking any form of disciplinary action because of protected activity
5. Extending a probationary period because of protected activity
6. Altering work schedules or work assignments because of protected activity
7. Condoning hostility and criticism of co-workers and third parties because of protected activity.

C. "Complaint Procedure" The process by which an applicant, employee, officer, official, or contractor who feels they have been retaliated against in violation of a policy. Complaint procedures are defined under respective policies; 5.2 Policy Against Harassment and 9.0 Whistleblower Procedures.

No. 9 Whistleblower Procedure

APPLICABILITY & PURPOSE

This Policy and Procedure Manual provides for employees to disclose, without reprisal, facts which may be deemed to constitute gross mismanagement, significant waste of funds, abuse of authority, and/or substantial and specific danger to public health or safety.

Anyone who believes they have been subjected to retaliation should immediately report it to the General Manager or designee. The District will investigate and take appropriate remedial action.

The confidentiality of the whistleblower will be maintained whenever possible. No District employee may interfere with the good faith reporting of suspected or actual wrongful conduct. An individual who makes such a good faith report shall not be subject to retaliation, including harassment or any adverse employment, as a result of making a report. All reported claims of retaliation will be reviewed and investigated, and appropriate corrective action will be taken. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated. In addition, an employee who intentionally files a false report of wrongdoing, or knowingly makes an untrue statement of fact in the investigation of a complaint, may be subject to discipline up to and including termination.

Anyone found in violation of this policy will be disciplined, up to and including termination.

9.1 Written Statements and Complaint Procedures

Any District employee or applicant for employment will be entitled to file with the General Manager, under penalty of perjury, a written statement disclosing facts which may be deemed to constitute gross mismanagement or significant waste of funds, an abuse of authority, and/or a substantial and specific danger to public health or safety. The complaint must include the following information:

- The name of the employee or applicant.
- Class title (if applicable).
- Department (if applicable).
- Mailing address of complainant.
- A clear statement of the complaint.
- The date upon which the event occurred giving rise to the complaint.
- The date of filing of the complaint.
- The signature of the complainant.

9.2 General Manager Review

The General Manager or his/her designee will investigate the complaint, confer with the complainant in an attempt to solve the problem, and make a decision in writing. These steps will be completed within fourteen calendar days after receipt of the complaint.

9.3 Appeal

If the complainant is dissatisfied with the response of the General Manager, an appeal may be filed with the Board of Directors within seven calendar days of the date of the response by the General Manager. The Board of Directors will conduct a hearing on the complaint, and its decision will be final.

9.4 Complaints about the General Manager

If an employee or applicant is complaining about the General Manager, the complaint should be directed to District Counsel.

No. 10 Workplace Security, Safety, and Violence in the Workplace

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure communicates the District's commitment to providing a safe and secure workplace for employees and the public. The District will not tolerate 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. See Workplace Violence Prevention Policy (WVPP), which went into effect July 1, 2024, and remains in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

10.1 General Safety

- A. It is the intent of the District to provide for the safety and security of its employees at all work locations.
- B. It is the policy of District to comply with all applicable federal, state and local health and safety regulations and to provide a work environment as free as feasible from recognized hazards. Employees are expected to comply with all safety and health requirements established by management and federal, state and local law.
- C. To minimize liability, employees must become familiar with and adhere to the District's security rules.
- D. Plant gates must be locked shut at all times with the following exceptions: the bridge and front gates can be left open during working hours and the perimeter road access gates shall remain open from 4 a.m. to 10 p.m. at all times.
- E. During assigned hours, operations and maintenance personnel who are not within reach of a plant phone or radio, must keep a cellphone within reach at all times.

10.2 Violence in the Workplace

The District has a "Zero Tolerance" policy for violent acts or threats of violence in the workplace. Any employee who is subjected to or threatened with violence, or is aware of another individual who has been subjected to or threatened with violence, is to report this information as soon as

possible to their immediate supervisor, manager, or General Manager as required and outlines in the WVPP. All complaints will be treated with as much confidentiality as possible.

A. Prohibited Behavior

1. Employees are prohibited from engaging 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 it was intended to be harmless, humorous, a prank, blowing off steam, or venting.
2. Employees engaged in District business are prohibited from carrying weapons in violation of any law or this policy

B. Definitions

1. "Workplace Violence" is any conduct that causes an individual to reasonably fear 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 his/her family, friends, associates, or property.
 - b. The destruction of or threat of destruction of District property or another employee's property.
 - c. Harassing or threatening phone call, emails, text messages or other digital or electronic communications using different means of communication to express anger or irritation in a form that can be considered threatening or bullying (Ex: letters, emails, phone calls/voicemails, text messages, blogs or social media sites).
 - d. Surveillance.
 - e. Stalking.
 - f. Possession of offensive or defensive weapons (firearms, illegal knives, clubs, mace, pepper spray, tear gas, etc.,) on District property
2. "Weapons" are defined as firearms, chemical sprays, clubs or batons, and knives, and any other device, tool, chemical agent 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. A facsimile or replica of a weapon may be treated in the same manner as a weapon.

C. Incident Reporting Procedure

1. Employees must immediately report workplace violence to their supervisor or department manager. The supervisor or manager will report the matter to the General Manager or his/her designee.
2. The General Manager or his/her 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.
3. The employee's immediate supervisor or department manager will take appropriate steps to provide security, such as:
 - a. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;
 - b. Asking any threatening or potentially violent person to leave the site; or
 - c. Immediately contacting an appropriate law enforcement agency.

The General Manager, or his/her designee, and Human Resources shall be notified of action taken in a timely manner.

D. Investigation

The General Manager or his/her designee will see that reported violations of this policy are investigated as necessary.

E. Follow Up and Disciplinary Procedures

An employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment. The District may also direct that an employee submit to a fitness for duty examination. In addition, employees found in violation of this policy may be subject to criminal prosecution.

No. 11 Social Media

A. Introduction

Social media is a set of Internet tools that aid in the facilitation of interaction between people online. If you have specific questions about what may be deemed to be social media, consult with the General Manager or his/her designee. The District recognizes that occasional personal use of social media using District resources may occur during working hours. The District allows such occasional personal use as provided the usage does not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, or tie up printers or other shared resources, or violate any District policy, including policies against

harassment, discrimination, and disclosure of confidential or trade secret information. All policies relating to monitoring usage of District property apply. The District reserves the right to adjust this policy on a case-by-case basis as it deems appropriate.

B. Understand Your Rights and Responsibilities in Using Social Media Technology

Employees can use their own personal devices to engage in social media during breaks and meal periods; however, all other District policies against inappropriate usage, including the District's no tolerance for discrimination, harassment, bullying, abusive conduct, or retaliation in the workplace, and protection of confidential information, apply.

Nothing in the District's social media policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

D. Media contacts

The General Manager or designee and/or Board shall handle all contacts with the media. Unless otherwise instructed, employees shall channel any media requests through the General Manager or his/her designee for approval before granting interviews or disseminating information regarding the District.

SECTION 3

RECRUITMENT AND SELECTION

No. 12 Recruitment and Application Process

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure defines the recruitment and application process associated with the hiring and promotion of all regular, non-temporary, and non-casual employees.

12.1 General

Recruitment processes seek out and secure qualified individuals to apply for positions at all levels on the basis of merit, ability, appropriate education, competence, experience, and employment references.

12.2 Recruitment Initiated

Upon approval, recruitments will be conducted to provide qualified candidates. With the exception of emergency appointments, appointments assigned outside of a standard recruitment process require the approval of the District Board. The General Manager shall be kept informed during all recruitment processes.

12.3 Existing Reemployment List

- A. The Administrative Services Manager will verify the vacant, budgeted position or anticipated vacancy, and determine whether a current "reemployment list" exists for the vacancy.
- B. If a current reemployment list exists for the classification it is issued to the appointing authority or designee.

12.4 Recruitment Planning

- A. The Administrative Services Manager will review the duties and requirements of the position and plan the recruitment, examination, and selection processes and components. Underutilization of protected classes, affirmative action goals, and recruitment strategies are considered at this time as required by federal law.
- B. The Administrative Services Manager will review the class specification for the position to determine the need for updating, and update as necessary.

12.5 Promotional Recruitments

When appropriate, as determined by the General Manager, promotional examination processes may be coordinated by the Administrative Services Manager. Competition will be limited to regular District employees who have successfully completed their initial probationary period. Employees must possess the minimum qualifications for the class in which promotion is sought.

12.6 Announcement of Recruitments

- A. When a position becomes vacant, and a current reemployment list does not exist, the Administrative Services Manager, or designee will post notice of such vacancy so it is readily accessible to District employees, employee organizations, and the public where applicable.
- B. Recruitments shall remain open for a minimum of seven calendar days for promotional recruitments, and fourteen calendar days for open recruitments.
- C. Insofar as reasonable, open recruitments will be conducted to obtain the most qualified pool of candidates.

12.7 Entry Level Recruiting

When a journey-level position vacates, the position may be filled by an entry-level recruitment. The recruitment level will be determined by the General Manager or designee.

12.8 Applications for Employment or Promotion

Unless otherwise announced, all applications for employment or promotion must be made upon a standard District employment application form. Supplemental application questions may also be included. Each application must be signed by the applicant and certified that all statements contained therein are true and correct. All applications, resumes, and documents pertinent to an application for employment or promotion become the property of the District.

12.9 Qualifications of Applicants

In order to qualify for an examination and be appointed to a position an individual must:

- A. Meet all the minimum qualifications established for the position. ; . including but not limited to education, experience and license; and
- B. Prior to appointment meet the job related standards established by the District relative to the physical fitness requirements for the position.

12.10 Background investigation

Based on business necessity and job-related requirements, candidates for employment may be subject to appropriate investigation including but not limited to:

- A. Employment history investigation.
- B. Fingerprinting.
- C. Search of record of convictions after a conditional offer of employment has been made.
- D. Post offer physical test, including a drug and alcohol screen.
- E. Driving record.

12.11 Disqualification of Applicants

The District may refuse to accept an application, to examine an applicant, or otherwise consider any person for employment and remove their name from an eligible or certification list who:

- A. Is found to lack any of the announced minimum qualifications set forth in the bulletin announcing the examination, or the official class specification for the position.
- B. Has made false statements of material fact in the application for employment or who has, in any way, engaged in deception, fraud, or omission of facts in connection with the application and/or examination.
- C. Has improperly obtained knowledge of the content of an examination to which an applicant was not entitled.
- D. Has used or attempted to use political influence, persons or other methods in order to gain advantage in an examination, application or appointment.
- E. For any material cause which would render the applicant unsuitable for the position. The applicant will be notified of such reasons and may be given time to respond.

No. 13 Examination Process

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure defines the rules of the examination process for vacant positions.

13.1 General

- A. An examination, whenever feasible and economical in relation to the nature of the position, number of vacancies and time available.
- B. Examinations will be competitive, impartial, and practical in character and will fairly test the relative ability of the persons examined to perform the duties of the classification for which the examination is given. Only applicants who meet the minimum qualifications as established in the job announcement or class specification will be advanced to the examination process.
- C. The examination process may include but is not limited to one or more of the following:
 - 1. An appraisal of qualifications presented in the application materials.
 - 2. A written examination specifically related to the job functions of the classification for which the examination is being conducted.
 - 3. Field tests and/or performance tests specifically related to the job functions of the classification.

4. Oral examination board or panel which conducts structured interviews (pre-determined questions with job follow-up questions when necessary and asked of all applicants).
5. Individual oral interviews of similarly pre-determined structured questions.

13.2 Reasonable Accommodation

The District will provide a reasonable accommodation for applicants with a physical or mental disability within the definition of the state or federal law, unless doing so would pose an undue hardship or direct threat to the health or safety of the individual or others. Requests for accommodation will be evaluated on a case-by-case basis. In any examination, the Administrative Services Manager may include, in addition to competitive tests, a qualifying test or tests, and set minimum standards.

No. 14 Selection and Offer of Employment

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure defines the rules for selection, interviewing, and offers of employment.

14.1 Selection Interviews

Before an applicant is hired, the applicant shall be personally interviewed. No job offer will be made to any candidate until interviews, applicable performance examinations, and pre-screening procedures are completed to the satisfaction of the District.

The interview will consist of job-related questions which provide candidates with an equal opportunity to describe and/or demonstrate their qualifications.

14.2 Offer of Employment

The General Manager or his/her designee is authorized to make an offer of employment or promotion. All offers of employment will be made on a conditional basis subject to satisfactory completion of background investigation, pre-placement physical, and drug test.

14.3 Background Investigations

Background review will be conducted after a conditional offer of employment or, in some cases, promotion.

The District has the right to obtain a credit report consistent with federal and state law as required based on the position's classification job duties.

14.4 Physical Examination

Employee physical examination where relevant and/or mandated, including pre-employment drug screening, will be part of a conditional offer of employment or, in some cases, promotion. The District is responsible for scheduling all such physical examination and will bear the cost of

the examination. . The purpose of the examination is to determine the candidate's ability to perform the essential functions of the job for which the candidate applied.

Prior to making an appointment of any employee and after an employee receives a conditional offer of employment, the District may require the potential appointee to pass a physical examination administered by the District's chosen physician. The physician's report shall be submitted to the District before the new employee begins their employment.

At any time during an individual's employment with the District, if concerns arise about the employee's ability or fitness to perform their job, the District may require the employee to have a physical examination if it is job related and consistent with the District's business needs. The District shall bear the cost of required examinations.

If an employee is on a medical leave of absence, the District may require an employee to submit to a physical examination prior to returning to work.

The District may require medical certification for any period of sick leave requested that exceeds five (5) days in a calendar year.

14.5 Appointing Authority Responsibilities

- A. Prior to appointment or promotion, the General Manager or designee may review the personnel file of candidates who are past or current employees.
- B. The General Manager or their designee will confirm the offer in writing. The following should be included in the offer letter:
 - 1. Title of position.
 - 2. Salary/benefit package.
 - 3. Agreed-upon work location, supervisor, starting date and time.
 - 4. A statement that employment is contingent upon passing the background check, pre-employment physical examination, including drug test, and that resignation from current employment should not be finalized until this process is successfully completed.
 - 5. A statement that employment is contingent upon submission of evidence that they are legally entitled to work in the United States.
 - 6. A statement that the probationary period is part of the selection process. The statement will also indicate the length of probation to be served, and that regular status will be dependent upon the satisfactory completion of probation.

7. Employees designated as Emergency Response employees are required to reside within a 45 minute automobile drive during non-commute hours of the treatment plant in order to respond to emergencies.
- C. Candidates not selected will also be so notified promptly in writing.

No. 15 Appointment

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure defines the types of rules for appointment.

15.1 Appointment

Offers of appointments will be made in writing. The Administrative Services Manager or Human Resource designee will notify the candidate of their decision to appoint and reach a mutual agreement as to a starting date.

15.2 Types of Appointment

- A. Regular Appointment. Appointment of a part- or full-time employee who has successfully competed for and passed the initial probationary period.
- B. Temporary Appointment.
 1. Appointment of an employee who is hired without participation in an examination process on a temporary basis not to exceed 6 months. However, such assignments may be extended based on District business needs. Temporary appointment employees serve at will and may be removed at any time without cause and without right of appeal.
 2. Temporary appointment may be made with the consent of the General Manager or designee. A temporary employee does not receive benefits except as required by law.
 3. Types of Temporary Appointment:
 - a. Extra Hire Appointment. Temporary appointment into a District classification of an employee who meets the minimum qualifications for the classification. Extra hire employees serve at will and may be removed at any time without cause and without right of appeal.
 - b. Special Appointment. Temporary appointment of an employee to perform work outside an existing classification or for which no classification exists. The individual must have a unique combination of expertise, background, and skills or is employed in an emergency. Special appointment employees serve at will and may be removed at any time without cause and without right of appeal.

- c. **Emergency Appointment.** Temporary appointment of an employee as necessary to prevent stoppage of public business, loss of life, or damage to persons or property, or when qualified personnel cannot be readily obtained due to emergency conditions. An employee appointed need not meet the minimum qualifications of the job. An employee appointed serves at will and may be removed at any time without cause and without right of appeal.
- d. **Casual Employee.** Casual employees are employees who are hired to work less than 20 hours per week. Casual employees may be assigned a work schedule in advance or may work on an as needed basis. Casual employees are not eligible for benefits or employer contributions to insurance programs.

The use of Casual Employees is not intended to replace full-time employees.

- C. **At-Will Appointment of Employee.** Any appointment outside of the bargaining unit represented by Operating Engineers Local 3.

No. 16 Probation Period

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure defines probation period rules.

16.1 Purpose

The probationary period is the final phase of the examination process. It is a trial period during which an employee is required to demonstrate competency in the knowledge, skills, and abilities necessary to successfully perform the job and become a regular employee. Some positions may also require, as a condition of passing probation, possession of all required certificates and/or licenses. This period will be utilized for closely assessing the employee's work to determine the employee's fitness and/suitability for the job and regular hire status.

16.2 Probationary Period

The initial twelve months of actual and continuous employment by the District is considered a probationary period. During this time, the employee will learn his/her responsibilities and determine whether the employee is satisfied with their job. At the same time the employee's supervisor will monitor and assess the employee's performance and have the opportunity to determine whether the employee is performing satisfactorily

16.3 Promotional Probation Period

The probationary period for employees who are promoted shall be for six months of actual and continuous service. An employee does not acquire regular status in the promotional position until the successful completion of the probationary period. Promotion to higher flexible staff

classification (such as movement from Collection System Operator II to Collection System Operator III) is exempt from this specified promotional probation period.

16.4 Actual Service Required

The probationary period will be a period of actual service beginning with the date of original appointment or promotion to a regular full-time or part-time position.

- A. The granting of any leave of absence, including military leave, will cause the employee's probationary period to be extended by the length of the leave of absence.
- B. Time served in temporary employment (extra-hire, special appointment, or emergency employment) will not be counted as part of the probationary period.
- C. Demotion - An employee who demotes to a class in which they have already passed probation will not be required to serve another probationary period. If the demotion is into another class in which they have not held regular status, they will serve the probationary period for that classification.

16.5 Regular Appointment

If the employee's performance is found to be satisfactory and the District decides to continue employment, the employee will be given written notice of an employment status change to regular employee.

16.6 Release During Probation

A probationary employee is at-will and may be released from employment without cause and without right of appeal. Cause need not be provided. The probationary employee will be advised in writing of their release from probation.

16.7 Release From Probation Upon Promotion

If a promoted employee is rejected during their promotional probationary period, the employee shall be returned to their former position. Release during probation is not subject to appeal and may be done without cause.

No. 17 Reemployment

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure describes rules for reemployment following employee layoffs, demotions, or resignations.

17.1 Reemployment Following Lay Off

Eligibility for Reemployment Following Layoff. An employee who is laid off from the District, and whose performance evaluations demonstrate that they had at least satisfactory service during their tenure with the District shall be placed on a reemployment list for 18 months after their separation from service due to lay off. Employees on the reemployment list who meet minimum

qualifications for the position shall be offered employment with the District in order of their placement on the reemployment list.

17.2 Reemployment Following Resignation

Reemployment Within 60 Days of Resignation. A regular employee who resigns under positive circumstances will be eligible for reemployment within 60 days of resignation. Reemployment will be at the sole discretion of the General Manager or designee. Salary and seniority will be treated as if the employee had been on a leave of absence.

17.3 Status, Salary, Benefits and Seniority Upon Reemployment

- A. Status. Regular employees who are reemployed in the same classification are not required to serve a probationary period.
- B. Salary. Regular employees who are reemployed in the same classification will be placed on the salary range and step last held.
- C. Benefits. Regular employees, who are reemployed following layoff, will have their unpaid sick leave balance at the time of layoff reinstated. No other leave will be reinstated but accrual of leave will be reinstated at the same level.
- D. Seniority Established. Regular employees who are laid off and are reemployed following layoff will receive a seniority date based on time served in the classification for which reemployed and any higher classification. Regular employees who are demoted in lieu of lay off will receive a seniority date based on time served in the classification for which reemployed and any higher classification. Regular employees, who are reemployed 61 days or more following resignation, will have no seniority in the classification to which reemployed.

17.4 Temporary Employment

If an employee who was laid off or resigned in good standing accepts temporary employment, they do not forfeit reemployment rights.

SECTION 4

EMPLOYMENT PRACTICES

No. 18 Position Classification System

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure defines rules for job classifications.

18.1 Position Classification

All positions will be allocated to a classification in accordance with duties, responsibilities, and standards of the job. A written description will be prepared for each classification, listing such elements as essential duties; knowledge, skill, and ability requirements to successfully perform the job; minimum amount of education and/or experience required; working conditions; and physical and mental ability requirements. The original classification specification, the establishment of new classifications of employment, or the major alteration or abolishment of existing classifications, will be recommended by the General Manager or designee and approved by the Board of Directors.

18.2 Interpretation of Class Specifications/Descriptions

Class specifications are not restrictive but will indicate the basis on which a position is allocated to its proper classification as determined by its functions, duties, and responsibilities.

Descriptions will not be construed as a declaration that the duties and responsibilities will not be changed nor that the appointing authority may not temporarily assign other duties and responsibilities.

18.3 Establishment of New Classifications

The General Manager or designee may recommend adding classifications whenever they deem it necessary. The recommendation will be submitted in writing to the Board of Directors for approval.

Final decision and ratification of classification changes, position funding, and reorganizations rests with the Board of Directors.

No. 19 Compensation

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure describes compensation policies for District employees.

19.1 Salary on Initial Hire

A probationary, regular, temporary, or casual employee will be placed on the first step of the salary range of the classification into which the employee is hired. An employee may be appointed

above the first step with the approval of the General Manager or designee based on background and experience.

19.2 Salary on Promotion

When an employee is moved from one class to a class with a higher maximum salary (promotion), the employee shall be appointed at the minimum step of the salary range in the new class or receive a minimum of five percent (5%) increase above the salary rate the employee was receiving, whichever is higher; provided, however, that the salary rate received does not exceed the maximum rate for such higher class.

19.3 Salary on Temporary Out of Classification Assignment

If any position within the District classification ranges is vacant, excluding vacation leaves, for a period of more than two-weeks due to reasons, including but, not limited to, employee sickness or resignation, the General Manager may assign a District employee to assume the responsibilities of the position on a temporary basis. A District employee given a temporary assignment within a higher District classification will be granted a salary increase effective on the date of assignment by the General Manager. The employee's new salary will be an amount equivalent to the employee's current salary range step in the higher classification subject to a maximum of a two-step or 10% increase. This salary increase remains in effect until the temporary assignment is completed as determined by the General Manager.

19.4 Salary on Voluntary Demotion

When an employee is moved from one class to a class with a lower maximum salary (demotion), the employee shall be placed at the rate of the salary range prescribed for such lower class that most nearly approximates the salary the employee was receiving; provided, however, that such salary does not exceed the maximum rate for such lower class.

19.5 Merit Increase Steps

The pay range for each position consists of five steps. Advancement from one step to the next is based on performance, recommendation of an employee's immediate supervisor, and the approval of the General Manager or designee. A merit increase is earned and not automatic. See Section 21.4 of these PPPs.

- A. First Step – The minimum pay rate and normally the rate at which a new employee is hired.
- B. Second Step – An employee is eligible for an increase to the second step after one year of continuous satisfactory performance.
- C. Third Step – An employee is eligible for a third step increase after one year of satisfactory performance at the second wage step.
- D. Fourth Step – An employee is eligible for a fourth step increase after one year of satisfactory performance at the third wage step.

- E. Fifth Step - An employee is eligible for a fifth step increase after one year of satisfactory performance at the fourth wage step.
- F. Sixth Step –A fully qualified and competent employee is eligible for an increase to this step after one year of satisfactory performance at the fifth step. The sixth step is maximum pay rate for a position. .

19.6 Payday

Employees are paid biweekly. Pay checks are issued by the district office on Friday for the two-week payroll period which ends the preceding Sunday at 24:00 hours.

19.7 Payroll Errors

Any payroll error resulting in insufficient payment to an employee will be corrected and a supplemental check issued, not later than five (5) working days from the issuance of the first check or notice, whichever is later. If a payroll error is made resulting in overpayment to an employee, the District will collect the overpayment through payroll deduction on a schedule in compliance with individual agreements made with employees. Upon realization of underpayment or overpayment, the employee must immediately notify their supervisor and report the discrepancy to payroll.

19.8 Overtime Compensation

- A. Prior Approval Required. Overtime-eligible employees are not permitted to work overtime without their manager’s prior authorization or direction except when an employee is on standby or is responding to an emergency. Overtime-eligible employees directed to work overtime must do so. Working overtime without advance approval is grounds for discipline.
- B. “Overtime” Defined. Unless otherwise stated in a memorandum of understanding, “overtime” is all hours worked and paid to an overtime-eligible employee over 8 hours in a workday or 40 in the employee’s work week. Overtime is compensated at 1.5 times the Fair Labor Standards Act regular rate of pay. The District includes all hours worked and paid time off in computing the 40-hour threshold for purposes of calculating FLSA overtime pay.
- C. Rounding. Employees are to round their time worked on their timesheets as follows::
 - 1. Time is to be reported in quarters of an hour (15-minute increments.)
 - 2. For employees who work 1 to 7 minutes of each quarter of an hour, time should be rounded down to the nearest quarter of an hour.
 - 3. For employees who work 8 to 14 minutes of each quarter of an hour, time should be rounded up to the nearest quarter of an hour.

19.9 Compensatory Time Off

- A. Supervisor Approval Required Before Work. A non-exempt employee may opt to accrue compensatory time-off ("CTO") in lieu of cash payment for overtime worked if the employee's supervisor agrees prior to overtime work being performed.
- B. Accrual Rate. Please see Memorandum of Understanding between the District and Operating Engineers Local 3.
- C. Employee Requests 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; and (2) the employee makes the request in writing to the supervisor no later than five days prior to the date requested. If the employee does not provide five days' notice, or if the District cannot accommodate the time off, the District will provide the employee the opportunity to cash out the CTO requested at the end of the current pay period.
- D. District Cash Out. The District reserves the right to cash out accumulated CTO at any time.
- E. Employee Cash Out. During employment, CTO is cashed out at the employee's current FLSA regular rate of pay (including all FLSA-applicable salary differentials).
- F. Employees separating from District service shall be compensated for all accrued, unused compensatory hours at either (1) the employee's average regular rate of pay during the past three years of employment or (2) the employee's regular rate of pay in effect at the time of separation, whichever is higher.

19.10 Standby Policy

The District requires certain classifications of employees who are assigned Standby Duty premium pay as outlined in Section 3.6 of the Memorandum of Understanding with Operating Engineers Local 3.

19.11 Payment Upon Separation

An employee leaving District employment will receive all earned salary; all vacation accrued, and all earned and accrued overtime and compensatory time.

19.12 Emergency Response Stipend

The District is committed to protecting the environment and maintaining its record of meeting treatment plant NPDES permit requirements and low sewer rate and low sewer spill volume of releases. Having trained Operations and Collections staff who can respond quickly is imperative to meeting these goals.

In addition to the 2-hours of standby pay for being assigned stand-by duty and any overtime pay for responding to callouts, eligible employees shall receive a monthly stipend for having served on stand-by or for responding to a call-out within the prior four (4) bi-weekly pay periods. Eligibility for the stipend is on a month-to-month basis and not automatically continuous.

No. 20 Benefits

20.1 Medical/Dental/Vision/Retiree Medical

Please see Memorandum of Understanding between the District and Operating Engineers Local 3 or specific Employment Agreement for management and unrepresented employees.

20.2 Workers' Compensation

All employees are entitled to workers' compensation benefits. This coverage is automatically applied and immediate and protects each employee from an illness or injury which both arises out of and occurs in the course and scope of District employment. If an employee cannot work due to a job related injury or illness, workers' compensation insurance may pay medical bills and a portion of income until the employee can return to work.

All injuries or illness arising out of and occurring in the course and scope of employment must be reported immediately to the employee's supervisor. Failure to report an injury may jeopardize entitlement to workers compensation.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you should:

- Immediately report any work-related injury to your supervisor (note: if your injury or illness developed over time, report it as soon as you learn or believe it was caused by your job);
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim for Workers' Compensation Benefits (DWC Form 1) and return it to District's Human Resources; and
- Provide the District with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as a certification of your eventual ability to return to work from the leave.

The District or its insurance carrier is not liable for the payment of workers' compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of the employee's work-related duties.

For the interaction of Workers' Compensation and Sick Leave, see Section 22.1.

20.3 Training

The District encourages employees to participate in job-related training and education programs that improve job skills and benefits the District. The District provides on-the-job training opportunities and supports attendance of outside training activities such as technical and professional seminars, conferences, and meetings.

Employees will be reimbursed for customary and reasonable outside training expenses which generally include registration fees, materials, meals (as outlined in the District's Travel Policy),

transportation, mileage (the District will only compensate for miles traveled in excess of the employee's daily commute) and parking.

Reimbursement of expenses must be discussed and approved by employee's Department Manager and the District General Manager in advance or an employee will not be eligible for reimbursement. The District's Travel Policy outlines reimbursement and expense report procedures.

Whenever an employee incurs out of pocket expenses for item(s) or service(s) appropriately related to District business as verified by valid receipts, said expenses shall be reimbursed by the District upon request.

Employees who accrue overtime as a result of attending training sessions required by the District will receive overtime pay. Estimated overtime must be approved in advance. Overtime will not be paid for meetings, conferences, and training activities where attendance has not been approved.

- A. Commute Time: Travel time to and from work is commute time that is not compensable. However, if the employee is required to report to a work location that is different from the employee's regular work location and the amount of time to travel to the new location is longer than the normal commute time, then the employee will be compensated for the difference in time between the employee's normal commute and the new location. In addition, if the District requires the employee to meet at a designated location and use the District's transportation to and from the work site, then the travel time from the designated location to the work site is compensable.
- B: Travel During the Workday: Travel during the workday, after the employee has reported to work, is hours worked for the District unless it is in connection with a bona fide meal break. However, travel from the employee's last work location to home is not compensable. Supervisors should not require employees who will be traveling during the work day to report to their normal work site at the start or the end of their shift unless it is truly necessary for the employee to report to such location.
- C: Overnight Travel or Special One-Day Assignment Out of Town: Except for time spent eating meals or engaging in personal pursuits (e.g. sleeping), time spent traveling to a location where the employee will be staying overnight is considered hours worked. The hours worked includes time spent driving or as a passenger on an airplane, train, bus, taxi cab or car, or other mode of transportation, in traveling to and from the out-of-town location. In addition, time spent waiting to purchase a ticket, check baggage, or get on board a mode of transportation is compensable.

Policy on Compensating Attendance at Training Programs

An employee is not required to be compensated for attendance at a training program if each of the following four requirements is met:

A. Attendance is voluntary and the lack of attendance does not impact the employee's employment;

1. The training program occurs outside of normal working hours;
2. The employee does not perform productive work; and
3. The training is not directly related to the employee's current job.

B. Exception for Classes Offered at a School or College

If an employee voluntarily enrolls in a class outside of work hours that is offered at a school, college or vocational institute, the training is not considered hours worked as long as the employee does not perform any productive work. Additionally, the fact that the agency offers such a class to its employees outside of normal work hours, or pays for employees to attend such a class does not convert the time to work time.

C. Exception for State-Mandated Certifications

If state law requires that an employee obtain a certification for the employee's job, and the employee voluntarily attends the necessary training to obtain such certification outside of normal work hours, the time spent at that training is not counted as hours worked.

D. Coming Back to Work after Training Day

All employees who attend training are required to return to their regular work location if, at the end of the training day, after traveling back to their regular work location, there would be at least one half hour left in their work day.

20.4 COBRA

Eligibility. All District employees receiving medical and vision insurance, covered spouses, covered domestic partners, and covered dependents are eligible for continued insurance benefits under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Coverage. An eligible employee or dependent can continue coverage in their current medical and vision insurance plan at the time of a qualifying event.

20.5 Benefits Upon Separation

Insurance. Medical insurance is available under COBRA, as set forth in Section 20.4, above.

A. Retirement.

General Information. An employee should contact the California Public Employment Retirement System (PERS) to determine their retirement benefits and ask any associated questions. PERS may be contacted at 1 (888) 225-7377.

B. Payment of Leave Balances

1. Vacation, Compensatory Time, and Administrative Leave. Accrued vacation, compensatory time, and administrative leave are paid at separation.
2. Sick Leave. Upon retirement or resignation from the District, a regular full-time employee, who has worked at least three years with the District, will receive one-half of his/her accrued sick leave as a lump sum payment.

C. Payment of Leave Upon Death

1. Vacation, Compensatory Time, and Administrative Leave. Accrued vacation, compensatory time, and administrative leave are paid according to law upon death while the individual is employed by the District.
2. Sick Leave. Upon death of an employee, while employed by the District, who has worked at least three years with the District, one-half of their accrued sick leave as a lump sum payment shall be paid.

20.6 Temporary Employees

Temporary employees, defined as extra hire, special appointment, and emergency employees, are not eligible for any benefit other than as required by state and federal law (e.g. worker's compensation, etc.).

No. 21 Performance Planning and Evaluation

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure describes the rules for conducting performance evaluation for District employees.

21.1 Purpose of Performance Evaluation

The purpose of employee performance evaluations will be to assist individual employees in achieving satisfactory work performance by discussing and establishing performance goals and work objectives and reviewing progress toward achieving them.

21.2 Performance Planning

At the beginning of the annual evaluation period, the supervisor and employee will discuss and establish the performance goals and work objectives based on the employee's job description for the evaluation period.

21.3 Written Evaluation

Annually, evaluation of the work performance of employees will be recorded in a written performance evaluation. The purpose of the written employee performance evaluation includes:

- A. Serve as a record of the employee's performance for the evaluation period, including achievement of goals and work objectives.
- B. Serve as documentation of performance deficiencies for those employees whose performance needs improvement or is unsatisfactory.

If an employee's performance needs improvement, a work plan for such improvement will be included with the written evaluation along with a date for a follow-up evaluation.

21.4 Merit Increase

Merit increases are not automatic. An employee must have a successful performance (meets standards or above) to be eligible to be considered to receive a merit increase. Performance evaluations for employees eligible for a merit increase are to include the supervisor's recommendation regarding the increase. See Section 19.5 of these PPPs.

21.5 Timelines

All Regular employees will be evaluated on an annual basis.

21.6 Probationary Employee Assessment

After 3 months, 6 months 9 months and 11 ½ months of service, the supervisor will review the employee's performance and discuss the District's and the employee's job goals. If the employee's performance is found to be satisfactory and the District decides to continue employment, the employee will be given written notice of an employment status change to regular employee. Your supervisor may recommend that the General Manager approve an extension of the probationary period (not to exceed an additional six months), or recommend that employment be discontinued.

21.7 Process

The supervisor(s) will provide a copy of the performance evaluation for the employee's review prior to meeting to discuss the evaluation. The supervisor will review the evaluation during a private meeting with the employee. Employees must sign the evaluation indicating their receipt within ten days of receipt of the performance evaluation. The employee's signature does not indicate agreement with the contents of the evaluation, but does acknowledge that the employee is aware of the contents of the evaluation. A copy of the evaluation will be placed in the employee's personnel file.

21.8 Employee Response

An employee does not have the right to appeal any matter relating to a performance evaluation. Instead, the employee may prepare and submit a written response commenting on the evaluation. The response must be submitted to the General Manager or designee within 10

calendar days after the employee receives the evaluation. The response will be placed with the evaluation in the employee's personnel file.

No. 22 Leaves of Absence

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure presents rules for the various types of leaves of absence applicable to District employees.

22.1 Sick Leave

- A. Defined. Sick leave is leave from duty which may be granted by the District to an employee because of their own illness, injury, or exposure to contagious disease.

As provided under California's Paid Sick Leave Law and Labor Code section 233 ("Kin Care"), the first one-half of an employee's annual accrual of sick leave in a calendar year also includes leave from duty for the diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's immediate family, or for purposes related to being a victim of stalking, sexual assault or domestic violence as provided in Section 22.17.

For purposes of sick leave use, an employee's immediate family shall consist of the employee's:

- Spouse or registered domestic partner
- Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
- Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
- Grandparent
- Grandchild
- Sibling
- Designated Person (A designated person is someone who is identified by the employee at the time the employee requests paid sick days. District employees are limited to one designated person per 12-month period for paid sick days.)

- B. Use of Sick Leave.

1. An employee may be granted sick leave only in case of actual sickness as defined above or as otherwise provided by law, including for leave as provided in Section 22.17. Sick leave is not for personal absences. Qualifying employees may request accrued vacation time off to cover other "personal" absences not covered by this sick leave policy.

2. In order to utilize sick leave, an employee shall notify their department Manager or the General Manager or designee:
 - a. Up to nine (9) hours and prior to one (1) hour before the time established as the beginning of the employee's work day, the employee shall notify via text message;
 - b. Within one (1) hour before the time established as the beginning of the employee's work day the employee must make direct contact via phone;
 - c. In all situations, if the employee is assigned as on call or back-up for on call duty they must immediately make verbal contact with their manager to notify them that they are unable to report to work.

Failure to do comply with these notification procedures may result in that day of absence being treated as leave of absence without pay.

3. If the employee is absent on sick leave for more than one (1) day the employee must keep the immediate supervisor informed as to the date the employee expects to return to work.
4. Sick leave will not be granted during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District.
5. Sick leave will not be granted to any employee to permit an extension of the employee's vacation.
6. The District may require a physician's certification where leave abuse or excess sick leave use is suspected to the extent permitted by law.
7. Employees will not be permitted to use vacation in lieu of sick leave unless approved by the Department Manager.
8. Supervisors have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.

- C. **Accrual of Sick Leave.** Employees covered by the Memorandum of Understanding between the District and Operating Engineers Local 3, should refer to the MOU for the amount of sick leave granted to employees and its disposition upon retirement or resignation.

All other employees receive sick leave as follows: exempt employees receive one day of sick leave per month of service and non-exempt employees receive 8 hours of sick leave per month of service. There is no cap on the accrual of sick leave.

- D. Reimbursement and Reinstatement of Sick Leave Upon Re-Hire. Any employee who is rehired by the District within 12 months of separation will have up to 6 days or 48 hours of unused accrued paid sick leave restored to the extent such sick leave was not already paid out at the time of separation pursuant to the District's policies or Memorandum of Understanding agreements.
- E. Abuse of Sick Leave. An employee is subject to disciplinary action for abuse of sick leave, which is defined as a claim of entitlement to sick leave when the employee does not meet the requirements of sick leave as defined above or when the employee is absent because of illness for more than three working days or suspected of misusing the sick leave privilege, may be required to provide a physician's certificate, as outlined in the Memorandum of Understanding between the District and Operating Engineers Local 3 section 15.4.
- F. Excessive Use of Sick Leave. Excessive use of unprotected sick leave may subject an employee to disciplinary action and/or may be considered in establishing the performance rating. Unprotected sick leave is sick leave that is not used in connection with California's Paid Sick Leave Law, Labor Code section 233 ("Kin Care"), FMLA/CFRA, a reasonable accommodation for a disability, or any other leave that is provided under the law for which sick leave may be used. Excessive use of sick leave, tardiness, and failing to use the call-in procedures when absent or tardy can negatively impact the performance of your job or affect others in the performance of their job. Factors that will be considered in determining whether use of sick leave is excessive include, but are not limited to, the number of absences compared to other employees, whether absenteeism is limited to a finite time period or whether it continues over time, a pattern of usage, and the basis for the absenteeism.
- G. Paid Sick Leave and Workers' Compensation Benefits. Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance.

However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointment will not be paid as time worked, unless the employee is required to receive medical treatment as a condition of continued employment. If you have accrued and unused sick leave, the additional absences from work will be paid with the use of sick leave. If you do not have accrued, paid sick leave, or if you have used all of your sick leave,

you may choose to substitute vacation or other paid time off for further work absences related to your illness or injury.

22.2 Catastrophic Leave Donation Plan

Employees may donate accrued leave to other employees suffering from a catastrophic illness or injury. Catastrophic leave is a paid leave of absence due to life threatening verifiable long-term illness or injury such as, but not limited to, cancer or heart attack, which clearly disables the individual. Employees who have successfully completed one year in paid status shall be eligible for catastrophic leave due to their own serious illness or injury.

The employee must first exhaust all accrued sick leave, vacation leave, administrative leave and compensatory time before qualifying for catastrophic leave. Catastrophic leave shall be additional paid leave available from vacation or compensatory time hours donated by other employees to a specific qualified employee. Employees donating vacation or compensatory time must donate in increments of whole hours. The donating employee must have a minimum vacation leave balance of 40 hours after the donation of vacation leave. All donations are irrevocable.

An employee seeking catastrophic leave must submit a request to the General Manager. An employee's request for catastrophic leave must generally describe the nature of the need (disclosure of confidential health information is not required), include the expected length of the need for leave, and indicate whether the nature of the need may be disclosed to other employees. The General Manager must verify the catastrophic illness or injury. A request for catastrophic leave is subject to the approval of the General Manager. Such leave may initially be approved for up to a maximum of 340 donated hours. If the catastrophic illness or injury continues, up to an additional 340 donated hours may be approved. The District shall account for the donation and disbursement of catastrophic leave hours. All time donated will be credited on an hour-to-hour basis regardless of hourly pay differentials between the donating employee and recipient.

Catastrophic leave shall not be used in conjunction with any long-term disability (LTD) or Workers' Compensation Leave. While an employee is on catastrophic leave, using donated hours, the employee shall not accrue any vacation or sick leave.

The employee must have exhausted their protected time (FMLA/CFRA/PDL) prior to qualifying for this leave (if meeting criteria and eligibility requirements). Benefits would continue while the employee is on catastrophic leave.

22.3 Return to Work

A. Medical Certification Required.

1. For medical absences of more than five (5) working days, medical clearance from a physician may be required.
2. Before returning to work from a medical leave, the employee's personal physician may be required to provide a medical clearance. In addition, a medical clearance

and fitness for duty evaluation from the District's medical provider, based on the requirements of the position, may be required.

B. Reasonable Accommodations

The District will engage in the interactive process with the employee with qualifying disabilities in the administration of all personnel policies and procedures.

1. Request for Accommodation. An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request to the Human Resources Department. The request must identify: (a) the job-related functions at issue, and (b) the desired accommodation(s).
2. Reasonable Medical Documentation of Disability. If the disability or the need for reasonable accommodation is not obvious, the District may require the individual requesting such accommodation 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 do the following: (1) explain the insufficiency of the documentation provided; (2) allow the employee or applicant to supplement the documentation in order to remedy the issue with the documentation provided; and (3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.
3. Fitness for Duty Examination. The District may require an employee to undergo a fitness for duty examination at the District's expense to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The District may also require that a District-approved physician conduct the examination.
4. Interactive Process Discussion. After receipt of reasonable documentation of disability and/or a fitness for duty report, the District will arrange for a discussion with the employee, and their representative(s), if any. The purpose of the discussion is to work in good faith to fully consider all feasible potential reasonable accommodations.

The following factors will be considered during this process:

1. Determination of the essential functions of the job.
2. Determine through conversation with the individual how the disability limits the individual's ability to perform the essential job functions and how those limitations could be overcome with reasonable accommodation.

3. Identify accommodation options and determine effectiveness and feasibility of the proposed accommodations.
4. Considering the individual's preference, the Human Resources Manager, in consultation with the Department Manager, selects the accommodation most appropriate, if such accommodation is reasonable, does not create undue hardship for the District, and would not pose a direct threat to the health or safety of the individual or others.

C. Whenever an employee has been given a permanent and stationary rating by the Industrial Accident Commission of the State of California, return to the job must be based on the same medical information that the employee used in order to obtain the award. It is the policy of the District that an employee can return to duties the employee can perform safely without undue risk.

22.4 Personal Days

Please see Memorandum of Understanding between the District and Operating Engineers Local 3 or specific Employment Agreement for management and unrepresented employees.

22.5 Vacation Leave

Please see Memorandum of Understanding between the District and Operating Engineers Local 3 or specific Employment Agreement for management and unrepresented employees.

22.6 Holidays

Please see Memorandum of Understanding between the District and Operating Engineers Local 3 or specific Employment Agreement for management and unrepresented employees.

22.7 Family Medical Care Leave

- A. **Statement of Policy.** The District will provide Family Medical Care Leave and related leaves under the California Family Rights Act for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Family Rights Act ("CFRA"). Unless otherwise indicated, "leave" under this section will mean leave pursuant to the Family Medical Leave Act and California Family Rights Act.
- B. **Definitions.** The following definitions apply to this policy.
 1. "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.
 2. "Single 12-month period" means a 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered service member and ends 12 months after that date.

3. "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 step-child, legal ward, or a child of a person standing in loco parentis.
4. "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.
5. "Spouse" means an individual lawfully married to another individual as defined by California Family Code section 300.
6. "Domestic partner" as defined by California Family Code sections 297 and 299.2, shall have the same meaning as "Spouse" for purposes of CFRA leave.
7. For purposes of CFRA leave, "Designated Person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee is limited to one designated person per single 12-month period for family care and medical leave. The designated person may be identified by the employee at the time the employee requests the leave.
8. "Serious health condition" means an illness, injury, impairment or physical or mental condition which involves inpatient care or continuing treatment by a health care provider.
9. "Health Care Provider" means:
 - a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
 - b. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
 - c. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct an existing subluxation as demonstrated by X-ray) authorized to practice in California and performing within the scope of their practice as defined under California State law;
 - d. 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;

- e. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
 - f. 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.
10. "Covered active duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with Armed Forces to a foreign country, or (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of a member of the Armed Forces to a foreign county under a call or order to active duty under certain specified provisions.
 11. "Covered Service member" 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 incurred in the line of duty on active duty; 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.
 12. "Outpatient Status" means, with respect to a covered service member, 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.
 13. "Next of Kin of a Covered Service member" means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA.
 14. "Serious Injury or Illness" (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 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 may render the member 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, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, means a qualifying 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.

- C. Purpose for Leaves. The purpose of this policy is to provide a uniform way to access information for those employees who wish to take leave under the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or the Pregnancy Disability Leave (PDL). Under FMLA and CFRA, employees who have worked for at least twelve (12) months and for 1,250 hours during that 12-month period may request family care and medical leave of up to twelve (12) workweeks during a twelve (12) month period. There is no minimum length of service requirement for PDL. Under PDL, employees may request leave for a reasonable period of time, not to exceed four (4) months.

Leave may be requested for the following reasons:

FMLA	<ul style="list-style-type: none"> • The birth of the employee's child, and to care for their newborn child; • The placement with the employee of an adopted or foster child, and to care for the newly placed child; • To care for the employee's spouse, child, or parent with a serious health condition; • A serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job; • A qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty status or has been notified of an impending call or order to covered active duty. <p>29 CFR 825.200</p>
CFRA	<ul style="list-style-type: none"> • Bonding time with newborn, including adoption and foster care. • Care of child, parent, domestic partner, domestic partner's child, spouse, or designated person with serious health condition, including psychological comfort. • Serious health condition that makes the employee unable to perform functions of his/her position. <p>CCR Title 2, Section 7297</p>
PDL	<p>To allow a female employee disabled by pregnancy, childbirth, or related medical conditions to take a leave for a reasonable period of time not to exceed four months.</p> <p>Gov Code 12945</p>

D. Amount of Leave.

FMLA	Except in the case of leave to care for a covered service member with a serious injury or illness, an eligible employee's FMLA leave entitlement is limited to a total of 12 (twelve) workweeks of leave during any 12-month period, as previously defined. CFR 825.200(a)
CFRA	A covered employer is required to grant an eligible employee a maximum leave of 12 workweeks in a 12-month period. "12 workweeks" means the <i>equivalent</i> of 12 of the employee's normally scheduled workweeks. For eligible employees who work more or less than five days per week, or pursuant to an alternative work schedule, the number of working days that constitute 12 workweeks is calculated on a pro rata or proportional basis. CCR Title 2, Section 7297.3, Subdivision C
PDL	For a reasonable period of time not to exceed four months. Gov Code 12945

E. Employee Benefits While on Leave.

Leave under this policy is unpaid. While on unpaid leave under this policy, employees will continue to be covered by the District's group health insurance plan for up to 12 weeks each year. While not required by law, the District will continue to provide employees vision and dental insurance while on unpaid leave. If the employee is disabled by pregnancy, coverage will continue to be covered for up to 4 months each leave year. Employee health insurance premiums must be paid by the Employee unless Employer contributions are required by law.

In the event an employee is disabled by pregnancy and also uses leave under the CFRA, District will maintain the employee's health benefits while the employee is disabled by pregnancy (up to four months or 17½ weeks) and during the employee's CFRA leave (up to 12 weeks). However, employees will not continue to be covered under the following non-health benefit plans: Life and Accidental Death Insurance and Disability Insurance.

Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the District will inform the employee whether the premiums should be paid to the carrier or to the District. Employee is responsible for the pro-rated share of premiums if taking partial leave or integrating wages with State Disability Insurance benefits. Coverage on a particular plan may be dropped if the employee is more than 30 days late in making a premium payment. However, you will receive a notice at least 15 days before coverage is to cease, advising you that you will be dropped if your payment is not paid by a certain date. Employee

contribution rates are subject to any change in rates that occurs while the employee is on leave.

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the District will have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The District will have the right to recover premiums through deduction from any sums due to the employee (e.g. unpaid wages, vacation pay, etc.).

An employee will not accrue additional vacation, personal leave or sick leave during any unpaid portion of this leave. The employee will accrue pro-rated leave over the bi-weekly pay period if they are paid a portion of their leave through participation in integration of wages with benefits through the State.

Holidays will be paid if the employee is in a paid leave status (i.e. using vacation, sick, or administrative leave) during the bi-weekly pay period the holiday occurs in.

F. Use of Paid Accrued Leaves While on Leave Under This Policy.

While on leave under this policy, an employee may elect to concurrently use paid accrued leaves. Similarly, the District may require an employee to concurrently use paid accrued leaves after requesting FMLA, CFRA, and/or pregnancy disability leave, and may also require an employee to use family and medical care leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

1. Employee's Right to Use Paid Accrued Leaves Concurrently With Family Leave

Where an employee has earned or accrued paid vacation, administrative leave, compensatory time, or personal or family leave, that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this policy.

As for sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:

- a. The leave is for the employee's own serious health condition; or
- b. The leave is needed to care for a parent, spouse, child, or domestic partner with a serious health condition, and would be permitted as sick leave under the District's sick leave policy.

2. District's Right to Require an Employee to Use Paid Leave When Using FMLA/CFRA Leave

Employees must exhaust their accrued leaves concurrently with FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with FMLA/CFRA leave, with two exceptions:

- a. Employees are required to use accrued compensatory time earned in lieu of overtime earned pursuant to the Fair Labor Standards Act; and
- b. Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition.

3. 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 reason which is FMLA/CFRA qualifying, the District may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

4. District's Right to Require an Employee to Exhaust Sick Leave Concurrently With Pregnancy Disability Leave.

Pregnancy disability leaves are without pay. However, the employee must first use sick leave, if any. Once sick leave is depleted, the employee may elect to use vacation leave or any other accrued paid time off during the leave.

G. Medical Certification.

Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by the District.

If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position. Employees who request 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 first time an employee requests leave because of a qualifying exigency, an employer may require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service. A copy of new active-duty orders or similar documentation shall be provided to the employer 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 covered military member.

1. Time To Provide Medical Certification.
 - a. When an employee's leave is foreseeable and at least 30 days' notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins.
 - b. When this is not possible, the employee must provide the requested certification to the District within 15 calendar days after the District's request, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.
2. Consequences for Failure to Provide an Adequate or Timely 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 by this policy, the District may delay the taking of FMLA/CFRA leave until the required certification is provided.
3. Recertification. If the District has reason to doubt the validity or clarity of a certification, the District may require a medical opinion of a second health care provider chosen and paid for by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee, but paid for by the District. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.
4. Intermittent Leave or Leave on a Reduced Leave Schedule. If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or treatment required for oneself, the employee must provide 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.

The District will require an annual recertification for any ongoing intermittent leave covered under an approved FMLA/CFRA leave. At the time of recertification, eligibility for ongoing leave will be determined prior to approving such time.
5. 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 notice as possible of their need for leave. Except for qualifying exigency leave, if leave is foreseeable, at least 30 days' notice is required.

In addition, if an employee knows that they will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee will inform their supervisor as soon as possible that such leave will be needed. Such notice may be given orally. If the District determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the District may delay the granting of the leave until it can, in its discretion, adequately cover the position.

For foreseeable leave due to qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

H. Reinstatement upon Return from Leave.

1. 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 employment benefits, pay, and other terms and conditions of employment. 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 leave period.

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 shall promptly notify the District of the new date and provide a medical certification by a health care provider stating the new return to work date.

I. Required Forms.

Employees must fill out the following applicable forms in connection with leave under this policy:

1. "Request for Family or Medical Leave Form" prepared by the District to be eligible for leave. Employees will receive a District response indicating approval and officially designating the type and duration of leave. . If denial occurs, information will be provided to remedy the request for leave unless employee has been determined to not be eligible for such leave;

2. Medical certification—either for the employee’s own serious health condition or for the serious health condition of a child, parent, spouse, or domestic partner; and
3. Authorization for payroll deductions for benefit plan coverage continuation.

22.8 School Visit Leave

- A. Definition. School visit leave is leave taken by a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child of 1 or more children who are in school (kindergarten or grades 1 through 12) or who is attending a licensed child day care facility to participate in Child Related Activities of the child’s school or daycare facility, without pay, allowed up to 40 hours each school year, not to exceed 8 hours in any calendar month of the school year.
- B. Child Related Activities include finding, enrolling, or reenrolling a child in school or with a licensed child care provider or to address a child care provider or school emergency, including a request that the child be picked up from school/childcare, behavioral/discipline problems, closure or unexpected unavailability of the school (excluding planned holidays), or a natural disaster.
- C. Eligible Employees. Only employees who are a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child are eligible.
- D. Prior Notice Required. Eligible employees desiring to take school visit leave must provide written notice to the General Manager or designee reasonably in advance of the leave. Failure to provide written notice in a reasonable time prior to the leave may result in denial of the leave request.
- E. Other Leave Runs Concurrently With School Visit Leave. An employee must use vacation, administrative leave, personal leave, or compensating time concurrently with school visit leave.
- F. Documentation of Participation. The District may require the employee taking school visit leave to provide written documentation from the school or licensed daycare facility evidencing the employee’s participation.

22.9 Bereavement Leave

- A. An eligible employee is entitled to leave with pay, up to 3 working days and up to 2 additional days unpaid for a total of 5 days per incident.

Two unpaid days require employee to have 30 days of service and all bereavement leave must be used within 3 months of death.

- B. Eligible Employees. All employees except temporary and casual employees and elected officials are eligible to take bereavement leave in the event of the death of a member of

the employee's immediate family. For the purposes of this section "Immediate Family" is defined as spouse, domestic partner, parent, step parent, brother/sister, step brother/sister, child, stepchild, or the same relatives of a spouse or domestic partner. The General Manager may approve additional family members as qualifying for the bereavement leave benefit.

- C. Documentation of Death. The District may require the employee taking bereavement leave to provide written documentation of the death for which the bereavement leave is taken within 30 days of first day of leave.

22.10 Military Leave

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

During times of declared war or otherwise, the Board of Directors may approve additional time with supplemental pay and benefits in addition to pay required under California law.

22.11 Voting Leave

In accordance with State law, employees whose work schedule prevents them from voting at a statewide election may take up to two (2) hours off with pay at the beginning or end of the workday. If the time off is required, the employee must have prior approval from the General Manager at least two (2) days prior to the statewide election.

22.12 Jury Duty or Court Witness Leave

- A. Definition. Every employee of District who is summoned or required to serve as a trial juror is entitled to be absent from District during the period of service up to a maximum of 30 workdays. Such employee, except temporary employees, will be paid the employee's regular salary and except for travel, meals, and lodging payments. Any money received for jury or court witness services is to be deposited with the District. If an employee is required to perform jury duty in excess of thirty workdays, the employee will be able to use all accrued earn leave balances, except sick leave, for service time after thirty work days. The time spent on jury duty is not work time for purposes of calculating overtime compensation.
- B. An employee subpoenaed to appear in court in a matter unrelated to their District job duties or because of civil or administrative proceedings that the employee initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or may use accrued vacation for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

- C. Documentation. Employees shall furnish a copy of the official summons or witness subpoena to the District when requesting leave along with proof of attendance after service.
- D. Employees Must Take Advantage of Court Call-In and other Scheduling Procedures. Where courts have call-in procedures to determine days and hours of service, employees must take advantage of these procedures. If an employee is told by the Court not to report, is dismissed, or is told to call in the next day, the employee must come to work and, if necessary, make the call from District, unless the employee receives prior approval from the General Manager, to call from home. The employee shall keep their supervisor updated as to their status while on said leave.
- E. Subpoena. An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which they perceived or investigated in the course of their District job duties will do so without loss of compensation. The time spent will be considered work time.
- F. Exception for Employee-Initiated or Non-District Related Lawsuits. An employee subpoenaed to appear in court in a matter unrelated to the employee's District job duties or because of civil or administrative proceedings that they initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use accrued vacation for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

22.13 Leave Without Pay

- A. Definition. Leave without pay means leave which is requested after all sick leave, vacation leave, compensatory time off, and other leaves of absence which the employee is entitled to use have been exhausted.
- B. Eligibility. All employees who have completed at least one year of continuous employment prior to the effective date of the leave except temporary or causal employees are eligible for leave without pay. An employee is not entitled to a leave of absence as a matter of right.
- C. Request Procedure
 - 1. The General Manager or designee may grant a leave of absence without pay to regular employees who have been employed by the District for at least 1 year. Leave of absence without pay will only be considered upon written request setting forth the reason for the request. Each request will be given consideration based on individual circumstances and the impact on the operation of the District.

2. Upon conclusion of a leave of absence without pay, the employee may be entitled to return to his/her former or a comparable position to the extent possible. Failure of the employee to return upon the termination of any authorized leave of absence will, except under extraordinary circumstances, constitute the employee's separation from District employment.
- D. **No Accrual of Benefits During Leave Without Pay.** Leave of absence without pay is not a break in service or employment, and rights accrued at the time the leave is granted are retained by the employee; however, vacation credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits shall not accrue to a person granted such leave during the period of absence. Nor is the District required to maintain contributions toward group insurance or retirement coverage. During the period of such leave, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.
 - E. The employee's salary step increase review date will be adjusted accordingly based on duration of Leave Without Pay.
 - F. The employee will be eligible for insurance coverage and District premium payments will be made in accordance with terms of the insurance plans, the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

22.14 Paid Family Leave

Paid Family Leave program provides partial wage replacement to eligible workers on leave for illness, care giving and bonding. Paid Family Leave shall be provided in accordance with the State Department of Employment Development guidelines.

22.15 Pregnancy Disability Leave

Definition. An employee is entitled to take unpaid pregnancy disability leave (PDL) for up to 4 months because of pregnancy, childbirth, or related medical conditions. Employees working less than a standard forty-hour work week shall have their time pro-rated based on standard scheduled hours worked.

The employee will be entitled to utilize accrued sick leave during the period of disability, as well as vacation leave or other accrued paid leave during this period of time. The District will continue health insurance coverage during any such period. An employee will not accrue additional vacation, personal leave or sick leave during any unpaid portion of this leave. The employee will accrue pro-rated leave over the bi-weekly pay period if they are paid a portion of their leave through participation in integration of wages with benefits through the State. The employee who has been deemed eligible for and is designated to be on Family Medical Leave (FMLA) and/or California Family Rights Act (CFRA) upon the commencement of pregnancy disability leave.

Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth, the employee may apply for leave under the CFRA, for purposes of baby bonding.

A. Notice and Certification Requirements

1. Requests for pregnancy disability leave must be submitted in writing and must be approved by the General Manager or designee before the leave begins. The request must be supported by a written certification from the attending physician stating that the employee is disabled from working by pregnancy, childbirth, or a related medical condition. The certification must state the expected duration of the disability and the expected date of return to work. Notice must be given not less than 30 days prior to the intended commencement date of the leave if the leave is foreseeable. When the need for leave does not allow for 30 days' notice, notice must be given as soon as practicable.
2. All leaves must be confirmed in writing, have an agreed-upon estimated date of return, and be submitted to the supervisor prior to being taken. Requests for an extension of leave must be submitted in writing to the supervisor prior to the agreed date of return and must be supported by a written certification of the attending physician that the employee continues to be disabled by pregnancy, childbirth, or a related medical condition.

B. Compensation During Leave

Pregnancy disability leaves are without pay. However, the employee may first use accrued sick leave, vacation leave, and then any other accrued paid time off during the leave. Employees may also be eligible for State Disability Leave.

C. Benefits During Leave

1. The District will continue to maintain and pay for health insurance coverage for up to four months while the employee is out on pregnancy disability leave. While not required by law, the District will continue to pay for vision and dental insurance while on leave. If the employee does not return to work following pregnancy leave, the District may recover premiums it paid to maintain health, vision, and dental insurance coverage unless
 - a. The employee does not return because the employee is taking leave under the California Family Rights Act ("CFRA") and the employee chooses not to return following CFRA leave;
 - b. The employee's inability to return to work is due to the continuation, recurrence, or onset of a health condition that entitles the employee to pregnancy disability leave, unless the employee chooses not to return to work following the leave;

2. Sick, vacation and personal time do not accrue while an employee is on unpaid pregnancy disability leave.

D. Reinstatement

1. Upon the expiration of pregnancy leave and the District's receipt of a written statement from the health care provider that the employee is fit to return to duty, the employee will be reinstated to the employee's original or an equivalent 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 an open position that is substantially similar in job content, status, pay, promotional opportunities, and geographic location as the employee's original position.
3. If upon return from leave an employee is unable to perform the essential functions of their 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.
4. An employee who fails to return to work after the termination of the employee's leave loses their reinstatement rights.

22.16 Reproductive Loss Leave

A. Eligible Employees. Any District employee experiencing a reproductive loss is entitled to up to five days of reproductive loss leave following the reproductive loss event. The employee must be employed by the District for at least 30-days prior to the commencement of the leave.

B. Definitions

1. "Reproductive loss" shall include failed adoption, failed surrogacy, miscarriage, stillbirth, unsuccessful assisted reproduction.
2. "Reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.
3. "Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
4. "Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the

person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

5. "Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.
 6. "Failed surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
 7. "Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.
- C. The employee will be entitled to utilize accrued sick leave, as well as vacation leave or other accrued paid leave during reproductive loss leave. Unless the employee utilizes accrued sick leave, vacation leave, or other accrued paid leave during reproductive loss leave, the leave will be unpaid. The District will continue health insurance coverage during any such period. An employee will not accrue additional vacation, personal leave or sick leave during any unpaid portion of this leave.
- D. In the event an employee suffers more than one reproductive loss within a 12-month period, the District is not obligated to grant a total amount of leave in excess of 20-days within 12 months.

The employee can take the leave on nonconsecutive days and the leave must be completed within three months of the reproductive loss.

22.17 Lactation Accommodation

The District accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for the employee's child, subject to exception allowed under applicable law. If possible, the break time for expressing breast milk shall run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the employee shall be unpaid pursuant to Labor Code section 1030.

The District will provide employees who need lactation accommodation with the use of a vacant room or other private location that is located close to the employee's work area. Employees with private offices should use their offices to express breast milk.

Employees who desire lactation accommodation should contact their supervisor or Human Resources in writing to request such accommodation. The employee's supervisor or the Human

Resources Department must respond to the employee's accommodation request in writing indicating the approval or denial of the break request. Employees have a right to file a complaint with the labor commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations.

22.18 Crime Victim Leave

Employees who are victims of domestic violence, sexual assault, stalking, a crime involving physical injury, a crime involving mental injury with a threat of physical injury, or whose immediate family member is killed as a result of a crime are eligible for leave. While the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below. Leave is also available to employees to attend judicial proceedings relating to a criminal proceeding in which the employee is either a victim or a witness.

The employee may request leave if the employee is involved in a judicial action, such as obtaining a restraining order, or appearing in court to obtain relief to ensure the employee's health, safety, or welfare, or that of the employee's child. The employee should provide reasonable advanced notice of the need for leave to the employee's supervisor unless advance notice is not feasible. For more information, the employee should contact the District's Administrative Services Manager. The employee may use available vacation, accrued sick leave, or compensatory time off if they have such time available. Otherwise, the employee must take unpaid leave.

Employees may also take time off (whether it be paid or unpaid) to seek medical attention for injuries caused by domestic violence or sexual assault, or obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault, obtain psychological counseling related to an experience of domestic violence or sexual assault, and/or participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

If an employee is the victim of domestic violence, sexual assault, stalking, a crime involving physical injury, a crime involving mental injury with a threat of physical injury, or whose immediate family member is killed as a result of a crime and needs a reasonable accommodation for their safety at work, the employee should contact the District's Administrative Services Manager and discuss the need for an accommodation. The employee should submit a written statement signed by the employee, or by an individual acting on the employee's behalf, certifying that the accommodation is for the purpose of the employee's safety at work.

For reasonable accommodation requests, the District may require certification demonstrating that the employee is the victim of domestic violence, sexual assault, or stalking. The District may request recertification every six months from the date of the previous certification. The employee should notify the District if an approved accommodation is no longer needed.

The District will engage in an interactive process with the employee to determine effective reasonable accommodations, if any, and will make reasonable accommodations unless such accommodation would result in an undue hardship to the District.

The District will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under this policy.

No. 23 Voluntary Demotion

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure defines rules for voluntary demotion.

23.1 Voluntary Demotion

Any employee may voluntarily demote to a vacant position with a lower salary for which the employee meets the minimum qualifications, upon the written request of the employee and the approval of the General Manager or designee. Should such demotion be to a class unrelated to the previous position, the employee must meet the minimum qualifications for the position and will serve a new probationary period.

No. 24 Personnel Records and Files

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure defines rules for the management, confidentiality, access, and release of personnel records and files.

24.1 Official Personnel File

The District maintains an official personnel file for each employee. An employee's personnel file will contain only material that is necessary and relevant to the administration of the District's personnel program and the employer-employee relationship. Personnel files are the property of the District and access to the information they contain is restricted.

24.2 Notifying District of Changes in Personal information

Each employee is responsible to promptly notify the District of any changes in relevant personal information, including:

- Mailing address;
- Telephone number;
- Number and names of dependents.
- Persons to contact in an emergency.

24.3 Employee Access to Personnel File

Inspection of File. Employees have the right to inspect documents in their personnel files in the presence of the General Manager or designee at a reasonable mutually convenient time, and at reasonable intervals. Each employee shall have the right to inspect or copy their personnel file within thirty (30) calendar days of the written request.

- A. Copies. On request, an employee is entitled to receive a copy of any employment-related document the employee has signed. The District will also provide an employee single

copies of any other documents in the employee's official personnel file. The District may charge a reasonable fee for the copies.

- B. Inspection by Representative. In the event the employee wishes to have another person/representative inspect his/her file personnel file, the employee must provide the person/representative with written authorization. The General Manager or designee will notify the employee of the date, time, and place for the inspection in writing. It is the employee's responsibility to notify the person to whom the employee has given written authorization of the date, time and place of the inspection.
- C. Contents. Under no circumstances are the employee and/or the employee's designee permitted to add or remove any documents or other items from the employee's personnel file during the inspection.

24.4 Medical Information

- A. Separate Confidential Files. All medical information of an employee or applicant is kept separately and is treated as confidential, in accordance with applicable State and federal laws, including HIPPA.
- B. Information in Medical Files. The District will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the District to obtain certain medical information, the employee or applicant may need to sign an "Authorization for Release of Employee Medical Information."
- C. Access to Medical Information. Access to employee or applicant medical information 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, managers or supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

The District will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an "Authorization for Release of Employee Medical Information." The District will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitation regarding the use of the medical information, the District will communicate those limitations to the person or entity to which it discloses the medical information.

24.5 Requests for References and Release of Information in Personnel Files

- A. Public Information. The District shall not release private personnel information to members of the public unless required by law. The General Manager has general authority

over personnel matters. Individual employee performance evaluations are privileged and confidential.

- B. Reference Checks. The District's policy on requests for employment references is to disclose only the dates of employment and the title of the last position held. All requests for references must be directed to the General Manager or designee. No other employee is authorized to release information on current or former employees or to give any verification of employment or employment reference on behalf of the District.

No. 25 Employee Discipline

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure specifies the basis and rules for disciplinary action for District employees.

25.1 Authority

The General Manager or designee may demote, suspend, reduce in pay, or discharge regular employees for just cause.

The following categories of persons can be terminated at-will and have no rights to any of the pre- or post-disciplinary processes or procedures in this policy: (1) temporary employees, (2) provisional or seasonal employees, (3) probationary employees, (4) any person who serves pursuant to contract, and (5) any person who is designated "at-will" in any District policy, document, acknowledgement, resolution, or ordinance.

25.2 Types of Appealable Disciplinary Action

- A. Suspension. Removal of an employee from duty without pay for a specified period.
- B. Reduction in Pay. Either a reduction in pay from the employee's current step within a pay range to any lower step within that same range, or a decrease in salary paid to an employee for a fixed period of time.
- C. Demotion. A reduction in status and salary from one classification to another classification having a lower salary range.
- D. Discharge. Separation from employment of an employee for cause.
- E. Types of disciplinary action that cannot be appealed are verbal counseling, verbal warnings, and written warnings.

25.3 Grounds for Disciplinary Action

The maintenance of regular status by an employee requires appropriate behavior and competent service. Any regular employee is subject to disciplinary action, including discharge, suspension, reduction in pay, and demotion. Listed below are examples of causes which will be deemed sufficient for such action by the General Manager or designee. Standards of conduct expected of

employees are outlined in Section No. 4.1. Grounds for disciplinary action are not limited to the examples enumerated below:

- A. Fraud, fraudulent activity, misrepresentation of fact, or concealment in securing appointment or during employment.
- B. Falsification in any information provided to the District including information provided on employment records, timesheets or reimbursement requests.
- C. Excessive absenteeism and/or tardiness as defined by District management, these Policies or Memorandum of Understanding.
- D. Unauthorized, unexplained absence.
- E. Insubordination, a willful failure to conform to directives, duly established orders of supervision, or insulting or demeaning the authority of a supervisor or manager.
- F. Incompetence, i.e. inability to comply with the minimum standard of performance of an employee's position for a significant period of time.
- G. Inefficiency or inexcusable neglect of duty, i.e. failure to perform duties required of an employee within their position, or wasting time, energy, or materials.
- H. Abuse of sick leave, i.e., taking sick leave, without a doctor's certificate when one is required, or misuse of sick leave, i.e. claiming sick leave when one or one's family member is not sick.
- I. Disorderly conduct.
- J. Dishonesty.
- K. Possession, distribution, sale, use or being under the influence of alcohol or illegal drugs or narcotics while on duty or while operating a District vehicle or potentially dangerous equipment leased or owned by the District.
- L. Any action which indicates a lack of concern for injury to him or herself or others.
- M. Gross negligence, willful and/or unwilful damage to public property or waste of public supplies or equipment. Failure to follow the District's prescribed safety policies.
- N. Unauthorized use of District property or equipment, including driving on District business without a driver's license and/or insurance.
- O. Theft of District equipment, supplies, or property.
- P. Discourteous, offensive or abusive treatment of the public or other employees.
- Q. Refusal to participate as directed in an investigation conducted by the District.

- R. Working overtime without authorization.
- S. Any willful act, conduct undertaken, or statements made in bad faith, either during or outside of duty hours, which is of such a nature that it causes discredit to the District, its employees or its Board.
- T. Outside employment not specifically authorized.
- U. Improper political activity. Example: Campaigning for or espousing the election or non-election of any candidate or issue in national, state, county or municipal elections while on duty and/or during working hours or in District uniform on or off duty; or the dissemination of political material of any kind while on duty and/or during working hours or in uniform.
- V. Disclosure of confidential and/or privileged information.
- W. Willful violation of any of the provisions of these Personnel Policies and Procedures, District rules or regulations.
- X. Engaging in sexual activity while on duty or while on District property.

25.4 Discipline of Exempt Employees

Except for a violation of a major safety rule, exempt employees are not subject to partial day disciplinary suspensions, temporary demotions (with a beginning and ending date), or temporary reductions in pay.

25.5 Possible Investigation

When an act of an employee that may be cause for disciplinary action is reported to District management, it may be necessary to conduct an investigation to determine the facts and/or to confirm the allegations. The investigation may be performed by the employee's supervisor or assigned to an administrative employee, or outside investigator. The object of the investigation will be to determine if a disciplinary offense did occur, and if so, by whom.

The District will maintain confidentiality to the extent possible. However, the District cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

The employee will receive notice as to the purpose of the meeting, and of the right to representation if the employee believes the investigation could lead to disciplinary action for him or her.

25.6 Procedures for Taking Disciplinary Action and Related Appeal Rights

- A. Verbal Warning. Following a formal discussion, a supervisor or manager may summarize the oral warning, provide the summary to the employee, or supervisor, and place it in the employee's non-official personnel file held by their respective supervisor or manager. At a minimum, a notation that the oral warning was given must be kept by the supervisor or manager. An oral warning may not be challenged or appealed.

- B. **Written Warning.** A written warning will be prepared, discussed with, and given to the employee. A copy will be placed in the employee's official personnel file. A written warning may not be challenged or appealed. The employee may, within ten days of receipt of the warning, file a written response for placement in the personnel file.
- C. **Suspension/Reduction in Pay/Demotion/Dismissal.**
1. **Notice of Proposed Discipline.** Whenever the District intends to suspend an employee, demote the employee, reduce the employee in pay or discharge the employee, the General Manager or designee will give the employee a written notice of proposed discipline which sets forth the following.
 - The disciplinary action intended;
 - The specific charges upon which the action is based;
 - A summary of the facts upon which the charges are based;
 - Identification of the rule, regulation or policy violated;
 - A copy of all written materials, reports, tape recordings or documents upon which the discipline is based, or notice that the employee may request and will be given such information;
 - Notice of the employee's right to respond to the charges either orally and/or in writing to the appropriate authority;
 - Notice of the date, time, and person before whom the employee may respond. Said time will be no less than seven calendar days from receipt of the notice;
 - Notice that failure to respond at the time specified will constitute a waiver of the right to respond prior to final discipline being imposed;
 - Notice of the employee's right to a representative.
 2. **Response by Employee.** The employee will have the right to respond to the appropriate authority orally and/or in writing. If the employee elects to respond orally, the employee will have a right to be represented at any meeting set by the appropriate authority. The meeting will be an informal meeting at which time the employee has an opportunity to rebut the charges against them and present any mitigating circumstances. The employee's response will be considered before final action is taken.

The employee's failure to make an oral response at the arranged meeting time, or the employee's failure to cause their written response to be delivered by the

date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

3. Final Notice. After the response or the expiration of the employee's time to respond to the notice of proposed discipline, the appointing authority or designee will either: (1) dismiss the proposed discipline and take no disciplinary action against the employee, (2) modify the recommended disciplinary action, or (3) uphold the recommended disciplinary action. The appointing authority or designee will prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action will include the following.
 - The disciplinary action taken;
 - The effective date of the disciplinary action taken;
 - Specific charges upon which the action is based;
 - A summary of the facts upon which the charges are based;
 - A copy of all written materials, reports, tape recordings, and documents upon which the disciplinary action is based;
 - A statement of the employee's right to appeal.
4. Appeal Rights. Please see the Grievance Procedure of the Memorandum of Understanding between the District and OE Local 3 as guidance for all employees.

No. 26 Separation from Employment

APPLICABILITY & PURPOSE

This Personnel Policy and Procedure defines rules pertaining to employees who separate from District employment for non-disciplinary reasons.

26.1 Resignation

An employee wishing to leave the District in good standing shall provide a written statement to the District including the employee's reasons for leaving and the effective date of resignation at least 2 (two) weeks before leaving. The two-week notice may be waived at the discretion of the District.

Any employee leaving the District may be requested to participate in an exit interview. The purpose of the interview is to discuss the reasons for the employee's resignation and to resolve any questions or matters related to the employee's departure. The exit interview is voluntary and remains confidential.

26.2 Reduction in Force (Lay Off)

Please see Memorandum of Understanding between the District and Operating Engineers Local 3.

26.3 Job Abandonment

An employee is deemed to have resigned if the employee is absent for five consecutive workdays without prior authorization and without notification during the period of absence. On the third working day of unauthorized absence, the District will send an overnight letter or a process server to the employee's last known address informing the employee that if the employee fails to report to work within two workdays, or receive authorization for such absence, the employee will be deemed to have resigned. Regular employees will be given an opportunity to explain the absence and failure of notification before final action is taken. Employees separated from employment for job abandonment will be reinstated with such charge removed from the employee's record upon presentation of justification for absence such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. Employees have no right to appeal if deemed to have resigned as a result of job abandonment.

26.4 End of Fixed Term Appointment

When an appointment is made for a fixed term and that term ends, the separation is simply due to completion of the term and is in no way a disciplinary separation.

26.5 Retirement

A regular employee who wishes to and is eligible to retire will submit a written notice of retirement to the District.

26.6 District Property on Termination of Employment

Upon termination, all District property (vehicles, keys, remote gate operator, uniforms, cell phones, etc.) must be returned immediately to the employee's immediate supervisor.