

# **Las Gallinas Valley Sanitary District**

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## **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 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 and fitness, 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.
- 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 Previous personnel rules, regulations, policies, and procedures are expressly repealed and replaced by these PPPs.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. Policies that apply to temporary or casual employees will be indicated as so applying. 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 shall appoint all other 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 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 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 meet and confer obligations 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 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. Board. The Board of Directors of the Las Gallinas Valley Sanitary District.
- G. Classification or Class. A position or group of positions having the same title, class specification, minimum qualifications, and salary.
- H. Date of Hire. When an employee is hired into a regular (full or part-time) position with the District.
- I. 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.
- J. 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.
- K. District. The Las Gallinas Valley Sanitary District, a government organization governed solely by the Board of Directors.
- L. Eligible Candidate. A person who has successfully passed all initial examination requirements for a classification for which he/she has made official application.

- M. Employee. A person who is employed by the District.
- N. Exempt Employee. An employee defined under federal law as not subject to overtime payment over 40 hours per week or the equivalent. Also known under federal law as a salaried employee.
- O. Non-Exempt Employee. An employee who under federal law must be paid premium wages (or compensatory time off) when he or she works over 40 hours per week or the equivalent. Also known under federal law as an hourly employee.
- P. Overtime. Authorized work beyond the identified week or work period.
- Q. 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 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, where attained by new hire or promotion.
- R. 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.
- S. Reclassification. A reallocation of a position and the incumbent, if applicable, to a different or new classification because of a significant change in duties and/or responsibility of the position over time.
- T. Reinstatement. A return to employment of an employee following leave without pay, or upon reemployment following layoff.
- U. Reorganization. A planned, prospective restructuring or redesign of a department, which will have fiscal or classification impact, to meet changing needs.
- V. 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.
- W. Separation. Any ending of employment with the District, including discharge, reduction in force, resignation, retirement, and job abandonment.
- X. Step Increase. Advancement within a salary range from one step to another, higher step.
- Y. Step Increase Date. Date used to determine eligibility for a step increase.

- Z. Termination. The involuntary separation from employment of an employee by an appointing authority. Dismissal and discharge may be used synonymously with termination.
- AA. Y-Rate. A salary paid above the maximum salary of the range for an incumbent employee when the employee is moved from his or her class to a different class with a lower salary range. The incumbent retains his or her 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.
- AB. 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

#### APPLICABILITY & PURPOSE

Pursuant to relevant law, this Personnel Policy and Procedures (PPPs) establishes for the orderly administration of labor management relations as provided for in California Government Code sections 3500-3509.

#### 3.1 Statement of Purpose

- A. This implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (section 3500 et seq.) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations between Las Gallinas Valley Sanitary District and its employee organizations. The intent is to strengthen employer-employee relations through the establishment of uniform and orderly methods of communications between employees, employee organizations and the District.
- B. It is the purpose of Section 3 of these PPPs to provide procedures for meeting and conferring in good faith with Recognized Employee Organization(s) regarding matters that directly and significantly affect and primarily involve the wages, hours, and other terms and conditions of employment of employees and that are not preempted by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of the District ; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency

of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

### 3.2 Definitions

As used in Section 3 of these PPPs, the following terms shall have the meanings indicated:

- A. "Appropriate unit" means a unit of employee classes or positions, established pursuant to Section 1 No. 3 hereof.
- B. "District" means the Las Gallinas Valley Sanitary District, and, where appropriate herein, refers to the Board of Directors or any duly authorized District representative as herein defined.
- C. "Confidential Employee" means an employee who, in the course of his or her duties, has access to confidential information relating to District's administration of employer-employee relations.
- D. "Consult/Consultation in Good Faith" means to communicate orally or in writing with the effected recognized employee organization(s) for the purpose of presenting and obtaining views or advising of proposed actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposals in an endeavor to reach agreement in the form of a Memorandum of Understanding.
- E. "Day" means calendar day unless expressly stated otherwise.
- F. "Employee" means any person regularly employed by District except those persons elected by popular vote.
- G. "Employee Organization" means any organization which includes employees of District and which has as one of its primary purposes representing such employees in their employment relations with the Las Gallinas Valley Sanitary District.
- H. "Employee Relations Officer" means the General Manager or his/her duly authorized representative.
- I. "Exclusively Recognized Employee Organization" means an employee organization which has been formally acknowledged by District as the sole employee organization representing the employees in an appropriate representation unit pursuant to Article II hereof, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.

Such recognition status may not be challenged by another employee organization (1) within twelve (12) months of such recognition and (2) during a Memorandum of Understanding having a term of up to three (3) years.

- J. "Impasse" means that the representatives of District and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
- K. "Management Employee" means an employee having responsibility for formulating, administering or managing the implementation of District policies and programs.
- L. "Proof of Employee Support" means (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within six (6) months prior to the filing of a petition.
- M. "Supervisory Employee" means any employee having authority, in the interest of the District, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

### 3.3 Filing of Recognition Petition by Employee Organization

An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing the employees in an appropriate unit may file a statement of representation with the General Manager containing the following information and documentation:

- A. Name and address of the employee organization.
- B. Names and titles of its officers.
- C. Names of employee organization representatives who are authorized to speak on behalf of the organization.

- D. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the District.
- E. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national, or international organization, and, if so, the name and address of each such other organization.
- F. Certified copies of the employee organization's constitution and bylaws.
- G. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
- H. A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, sexual orientation, mental or physical disability or medical condition.
- I. The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.
- J. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation a mutually agreed upon disinterested third party.
- K. A request that they formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.
- L. The Petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete by the duly authorized officer(s) of the employee organization executing it.

#### 3.4 District's Response to Recognition Petition

- A. The organization must be prepared to submit to an inspection by a disinterested third party, of either authorization cards signed by employees, or a certified list of the members of the organization; or to provide such other means of authentication as is mutually agreeable.
- B. The Employee Relations Officer or designee will investigate the statement, and prepare findings as to the feasibility of the proposed unit and authentication of the representative status of the organization.
- C. The Employee Relations Officer's decision will be final.

### 3.5 Effect of Decision

- A. A decision establishing and defining a representation unit will be accompanied by a certification that an employee organization represents a majority of all employees in the unit if such is the case, and such organization will be deemed to be certified.
- B. An organization not certified may nevertheless represent its members to the extent required by Government Code sections 3500-3509 as currently in effect and as amended in the future.
- C. A decision establishing a unit, certifying or decertifying a majority representative, or dismissing a claim is valid and effective for a period of one year, and may be renewed without hearing for additional one-year periods except as provided below.

### 3.6 Open Period for Filing Challenging Petition

Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 3.3. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in Section 3.9. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Sec. 12.

### 3.7 Granting Recognition Without an Election

If the proof of support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy, and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusive Recognized Employee Organization for the designated unit.

### 3.8 Election Procedure:

- A. The Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the

provisions of Section 3 of these PPPs. All employee organizations who have duly submitted petitions which have been determined to be in conformance with Section 3.3 shall be included on the ballot. The ballot shall also reserve to employees the choice of representing themselves individually in their employment relations with District. Employees entitled to vote in such election shall be those persons employed in regular positions within the designated appropriate unit as of the date when that unit is determined to be appropriate, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by District in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

- B. There shall be no more than one valid election under Section 3 of these PPPs pursuant to any petition in a 12-month period affecting the same unit.
- C. In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.
- D. Costs of conducting elections shall be borne in equal shares by each employee organization appearing on the ballot.

### 3.9 [Modification of Established Unit and Decertification](#)

- A. A petition for modification of a unit and/or decertification may be filed with the Employee Relations Officer after the initial one year or during a window period of no more than 180 days or less than 150 days prior to the expiration date of a Memorandum of Understanding between the certified organization and District, whichever is later.
- B. Such petition may be filed by:
  - 1. The certified organization as a disavowal of interest;
  - 2. Another organization provided the petition is accompanied by authorization cards signed by at least thirty per cent of all employees in the proposed unit;
  - 3. Any group of employees consisting of at least thirty per cent of all employees in the unit;

4. The General Manager for reasons related to substantial changes in District functions, organizational structure or job classifications.
- C. The certification procedure will be as set forth in Section 3 of these PPPs.

### 3.10 Policy and Standards for Determination of Appropriate Units

The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of District and its compatibility with the primary responsibility of District and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

- A. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
- B. History of representation in the District and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
- C. Consistency with the organizational patterns of the District.
- D. Effect of differing legally mandated impasse resolution procedures.
- E. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
- F. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classification among two or more units.

Notwithstanding the foregoing provisions of this Section, managerial and confidential responsibilities, are determining factors in establishing appropriate units hereunder, and therefore managerial and confidential employees may only be included in a unit consisting solely of managerial or confidential employees respectively. Managerial and confidential employees may not represent any employee organization which represents other employees.

The Employee Relations Officer shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate, or delete modified classifications or positions from units in accordance with the provisions of Section 3 of these PPPs. The decision of the Employee Relations Officer shall be final.

### 3.11 Submission of Current Information by Recognized Employee Organizations

All changes in the information filed with District by an Exclusively Recognized Employee Organization under items (A.) through (H.) of its Recognition Petition under Section 3.3 shall be submitted in writing to the Employee Relations Officer within thirty (30) days of such change.

### 3.12 Employee Organization Activities—Use of District Resources

Access to District work locations and the use of District paid time, facilities, equipment and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures, shall be limited to lawful activities consistent with the provisions of Section 3 of these PPPs that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections, and shall not interfere with the efficiency, safety, and security of District operations.

### 3.13 Administrative Rules and Procedures

The General Manager is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of Section 3 of these PPPs after consultation with affected employee organizations.

### 3.14 Initiation of Impasse Procedures

If the meet and confer process has reached impasse as defined in Section 3.2 J of these Personnel Policy and Procedures, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

- A. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
- B. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

### 3.15 Impasse Procedures

Impasse procedures are as follows:

- A. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.
- B. In accordance with Government Code section 3505.4, if the parties did not agree on mediation or the selection of a mediator, or having so agreed, the impasse has not been resolved, the Board of Directors may take such action regarding the impasse as it in its

discretion deems appropriate as in the public interest. Any legislative action by the Board of Directors on the impasse shall be final and binding.

### 3.16 Costs of Impasse Procedures

The cost for the services of a mediator and other mutually incurred costs of mediation shall be borne equally by District and Exclusively Recognized Employee Organization. The cost for other separately incurred costs shall be borne by such party.

### 3.17 Construction

Section 3 of these PPPs shall be administered and construed as follows:

- A. Nothing in Section 3 of these PPPs shall be construed to deny to any person, employee, organization, District, or any authorized officer, body or other representative of the District, the rights, powers and authority granted by federal or state law.
- B. Section 3 of these PPPs shall be interpreted so as to carry out its purpose as set forth in Section 3.1.

## 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 list illustrates the types of conduct that are prohibited and will not be tolerated by the District. The list is not all-inclusive. 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.

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

#### 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 or General Manager.
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 alcohol or controlled substances while on the job without the approval of the General Manager or his/her designee.
2. Using or being under the influence of alcohol or controlled substances while on the job.
3. Distributing, selling, or purchasing illegal or controlled substances while on the job.
4. Driving a District vehicle while under the influence of alcohol or an illegal or controlled substance.

#### 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. Carrying firearms or any other dangerous weapons on District premises, unless the weapon(s) are required for the performance of the job or the employee has notified the District that they have the legal authority to carry a weapon in accordance with Section 10.2.A.2.
2. Misappropriating District funds.
3. Disclosing confidential information.
4. Gambling on District time or property.
5. Engaging in or condoning unlawful harassment or discrimination of others.

#### 4.2 General Prohibitions

- A. **Discrimination Prohibited.** The District prohibits unlawful discrimination because of race, color, national origin, ancestry, marital status, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), age, religion, disability, medical condition, genetic characteristics or information, sexual orientation (including homosexuality, bisexuality, or heterosexuality), opposition to unlawful harassment, association with a person that has any of the aforementioned protected characteristics, perception that a person has any of the protected characteristics, or any other classifications recognized as protected by federal, state, or local laws. 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 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;
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 of the General Manager.
- B. Process. An employee must request from the General Manager approval for outside employment. 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, 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 Drug and/or Alcohol Use

- A. The use or possession of alcohol, 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, whether on or off the job, adversely affect an employee's job performance efficiency, safety, and health.
- 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 his or her ability to perform his or her job duties is impaired due to on- or off-duty alcohol or drug use, and to advise the supervisor if he or she is impaired and unable to work when an employee is called to report to unscheduled work when not on call;
  - 2. Not possess or use controlled substances (illegal drugs and/or prescription drugs without a prescription) at any time, or use alcohol while on District property, 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 his or her 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 of any criminal drug conviction for a violation occurring in the work place no later than five days after conviction;
  - 6. Notify the supervisor immediately of facts or reasonable suspicions when he or she 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 work place, 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 (Christmas 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 communication system.
- G. Reasonable suspicion testing. The District may require a blood test, urinalysis, or other drug and/or alcohol screening of those persons reasonable suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the General Manager or his/her designee.

“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 his/her designee. 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.

- 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.

#### 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 Smoking Prohibited

Smoking is not allowed inside any of the District buildings within the perimeter fence of the District’s Plant, Lab, or Pump Station, vehicles, or any outdoor area where flammable materials are located.

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.

#### 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 turned over to the General Manager.

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 and in good repair.

- 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. Hair must be neat, clean and well groomed. Hair longer than shoulder length must be tied back when working around plant, lab or hazardous equipment in compliance with safety standards.
- E. The following facial hair is permitted: goatees, mustaches and sideburns however they must be maintained in a neat and well-groomed fashion. The remainder of the face must be clean shaven so as to meet safety standards, including respirator equipment, as required by the position.
- F. Jewelry is acceptable except in areas where it constitutes a health or safety hazard.
- G. Good personal hygiene is required.
- H. 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. No tattoos are allowed anywhere on the head, face, or neck.
- 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. No visible tattoos shall be larger than 4 by 6 inches.
- D. Any non-conforming tattoos must be covered with clothing or a bandage while at work or removed.
- E. 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 Policy

Employees of the District are expected to project a professional appearance while at work and not endanger themselves or others with excessive body piercing. Therefore, failure to follow the body piercing regulations contained in this section shall be grounds for discipline.

- A. No objects, articles, jewelry or ornamentation of any kind shall be attached to or through the skin if visible on any body part including the tongue or any part of the

mouth except that an employee may wear one set of reasonably-sized earrings in the ear lobes.

- B. Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer.
- C. If an employee has a question about how the piercing policy is applicable to them, the matter should be immediately raised with their supervisor for consideration and determination.
- D. Employees who were hired prior to the approval of the Personnel Policy and Procedures manual on October 23, 2014 are not required to comply with 4.12 A and B for any piercings that existed prior to that date.

## 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. It wants to have the best available person in each job. The District's policy prohibits discrimination and harassment against employees, officers, officials, contractors, interns, volunteers, participants in apprenticeship programs or applicants for employment based on race, color, national origin, ancestry, religious creed, disability, medical condition, marital status, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), age, sexual orientation (including homosexuality, bisexuality, and heterosexuality), genetic characteristics or information, military and veteran status, opposition to unlawful harassment, association with a person that has any of the aforementioned protected characteristics, perception that a person has any of the protected characteristics, and any other classification recognized as protected by federal, state, or local laws. All such discrimination and harassment 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 and harassment 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, Intimidation, Bullying, Discrimination, and Retaliation

- A. The purpose of this Policy is to: establish a strong commitment to prohibit and prevent discrimination, intimidation, bullying, harassment, and retaliation in employment; to define those terms; and to establish a procedure for investigating and resolving internal complaints. The District encourages all covered individuals to report – as soon as possible – any conduct that is believed to violate this policy. The District is committed to providing a work environment free of unlawful harassment, discrimination and retaliation.

- B. The District has a zero-tolerance for any conduct that violates this policy against harassment, intimidation, bullying, discrimination and retaliation: District policy prohibits any and all sexual harassment and harassment or discrimination because of race, color, national origin, ancestry, religious creed, disability, medical condition, marital status, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), age, sexual orientation (including homosexuality, bisexuality, and heterosexuality), genetic characteristics or information, military and veteran status, opposition to unlawful harassment, association with a person that has any of the aforementioned protected characteristics, perception that a person has any of the protected characteristics, and any other classification recognized as protected by federal, state or local laws. All such harassment or discrimination is unlawful. This policy also prohibits retaliation for engaging in protected activity as recognized by state and federal law.

Conduct need not arise to the level of a violation of law to violate this policy. Instead a single act can violate this policy and provide grounds for discipline or other appropriate sanctions.

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 or discrimination because of an individual’s protected classification. “Protected Classification” includes race, religion, color, sex (including gender, gender identity, gender

expression, transgender, pregnancy, and breastfeeding), sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, citizenship status, marital status, age, medical condition, genetic characteristics or information, military or veteran status, and physical or mental disability, or any other protected classification protected by law.

2. Policy Coverage: This Policy prohibits the employer, elected or appointed officials, officers, employees, interns, volunteers, participants in apprenticeship programs or contractors from harassing or discriminating against applicants, officers, officials, employees, or contractors because of: 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.
3. Bullying may include the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act, when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment.

Bullying comes in many shapes and sizes and can take many forms including, but not limited to, excluding, tormenting, taunting, abusive comments, using threatening gestures; pushing, shoving, punching, unwanted physical contact, or nay use of violence; graffiti; name-calling, sarcasm, spreading rumors, teasing. Such conduct can also occur via use of electronic or telephonic communications such as the internet, email and chat room misuse, mobile threats by text messaging, or calls or misuse of cameras and video equipment.

4. Discrimination: This policy prohibits treating individuals differently because of the individual's protected classification as defined in this Policy.
5. Harassment may include, but is not limited to, the following types of behavior that is taken because of a person's protected classification. Note that harassment is not limited to conduct that employer's employees take. Under certain circumstances, harassment can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public:

[Speech](#), such as epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.

Physical acts, such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, propositioning, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

Visual acts, such as derogatory posters, cartoons, emails, pictures or drawings related to a protected classification.

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.

6. Guidelines for Identifying Harassment: To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:
  - a. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.
  - b. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.
  - c. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
  - d. Even visual, verbal, or physical conduct between two employees who appear to welcome the conduct can constitute harassment of a third applicant, officer, official, employee, or contractor who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.
  - e. 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 an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

7. Retaliation: Any adverse conduct taken because an applicant, employee, or contractor has reported harassment or discrimination, or has participated in the complaint and investigation process described herein, is prohibited. "Adverse conduct" includes but is not limited to: taking sides because an individual has reported harassment or discrimination, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment or discrimination, or real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination. The following individuals are protected from retaliation: those who make good faith reports of harassment or discrimination, and those who associate with an individual who is involved in reporting harassment or discrimination or who participates in the complaint or investigation process.

D. Complaint Procedure.

1. An employee, interns, volunteers, participants in apprenticeship programs, job applicant, or contractor who believes he or she has been harassed may make a complaint verbally or in writing with any of the following. There is no need to follow the chain of command:
  - a) Immediate supervisor;
  - b) Any supervisor or manager within or outside of the department; or
  - c) General Manager;
2. Any supervisor or department head who receives a harassment complaint should notify the General Manager immediately.
3. Upon receiving notification of a harassment complaint, the General Manager shall:
  - a) Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with: 1) the complainant; 2) the accused harasser; and 3) other persons who have relevant knowledge concerning the allegations in the complaint.
  - b) Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, discrimination, or retaliation giving consideration to all factual

information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.

- c) Report a summary of the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, the supervisor, and the manager. If discipline is imposed, the level of discipline will not be communicated to the complainant.
- d) If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- e) Take reasonable steps to protect the complainant from further harassment, discrimination, or retaliation.
- f) Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.

### 5.3 Incident or Employee Complaint Investigations

- A. The District takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination, or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.
- B. If the District determines that harassment, discrimination or retaliation has occurred, effective remedial action will be taken in accordance with the circumstances involved. Appropriate action will also be taken to deter any future harassment, discrimination or retaliation. Any employee determined to be responsible for harassment; discrimination or retaliation will be subject to appropriate disciplinary action, up to and including termination.
- C. Option to Report to Outside Administrative Agencies: An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed in the government section of the telephone book or employees can check the posters that are located on employer bulletin boards for office locations and telephone numbers.

### 5.4 No Retaliation

Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this policy will be subject to appropriate sanction or disciplinary action up to and including termination.

### 5.5 Confidentiality.

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Human Resources Director. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. 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.

### 5.6 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, 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 his or her option to contact the EEOC or DFEH regarding alleged Policy violations.
8. Assisting, advising, or consulting with employees and the General Manager 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 he or she becomes aware, regardless of whether a complaint has been submitted, to the General Manager or the manager.

12. Participating in 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 he or she believes in good faith constitutes harassment, discrimination, or retaliation as defined in this Policy, to his or her immediate supervisor, or manager, or General Manager.

## 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, and telecommunication devices 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 e- and voice-mails, text messages), vehicles and any other District property used by District employees in their work. Employees do not have a reasonable 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 have no 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.

## 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 (mail (e-mail), Internet access, World Wide Web 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, e-mail, 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 will alter or tamper with any District computer or interfere with its operation. All hardware failures will be immediately reported to General Manager or his/her designee.
- J. Records Retention Policy. Electronic media which are considered "District records" will be subject to District's records retention policies, including the same legal retention periods as paper documents. District records include: 1) permanent electronic computer files, and 2) telecommunications (e.g., e-mail, 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. Thus, e-mail and voice mail which have not been converted District records will be considered transitory communication, and treated similar to unrecorded phone calls, since they are not permanent records.
- K. Public Records Act. Under the California Public Records Act, any electronic media message (e.g., e-mail 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 e mail, 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 performing 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 discharge.

### 6.3 E-mail, 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 e-mail left on or transmitted via District's communication systems. Since e-mail, instant messaging, text messaging and voice mail messages are District property and intended for District business, employees will have no right or expectation of privacy in any e-mail, text message or voice mail message in District's communication systems. Management will 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 E-mail, Instant Messaging, Text Messaging and Voice Mail. The purpose of e-mail, 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 the telephone, cell phone, personal e-mail, 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 E-mail, Instant Messaging, Text Messaging and Voice Mail. Listed below are examples of appropriate and inappropriate e-mail, 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 e-mail when signed documents are required (Note: Use of e-mail 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 e-mails regarding personal matters or interests.
- l. Forging electronic mail messages.
- m. Violations. Violations will be investigated and may result in disciplinary action up to and including dismissal from employment.

#### 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. Access time to Internet services should be kept to a reasonable amount of time.

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 e-mail).
  - 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 PointCast, 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 dismissal from employment.

## 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 are 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 using the camera function on District cellular phones, except for work-related purposes.
5. Employees shall refrain from recording, by any means, the conversation with another employee unless the following criteria are met:
  - a. There exists a legitimate purpose for the recording.
  - b. A recording device is in plain view.
  - c. Written authorization from the General Manager or supervisor is obtained prior to recording the conversation.
6. 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

Once a cell phone is in use by a District employee, certain "rules of the road" must be followed to ensure the safety of the employee using the cell phone and anyone that employee may come in contact with. Use of a handheld cell phone while driving, in the course of conducting District official business, is prohibited.

If, in the course of District official business, an employee needs to make a call, receive a call, or text message while she/he are driving, he/she 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 used in accordance with state law.

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. Employees shall refrain from recording, by any means, the conversation with another employee unless the following criteria are met:
  - a. There exists a legitimate purpose for the recording.
  - b. A recording device is in plain view.

- c. Written authorization from the General Manager or supervisor is obtained prior to recording the conversation.

5. 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. An inspection may be conducted before, during or after working hours by any supervisor, manager or security personnel designated by the District. Employees who, if requested, fail to cooperate in any inspection will be subject to disciplinary action, up to and including possible suspension or discharge. 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. Lockers are only to be used for the storage of such items as, for example, employee clothing, uniforms, personal safety equipment and grooming products, or any other items specifically authorized by the supervisor. Personalization of individual lockers is prohibited.

The District's Anti-Harassment Policy prohibits the displaying of inappropriate materials, including but not limited, such as stickers, nicknames, pictures, or drawings. The display of documents in an insubordinate manner is prohibited. The exterior of lockers is to be free of all markings except as approved by the General Manager.

## No. 7 Grievance Procedure

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

## No. 8 Retaliation

### APPLICABILITY & PURPOSE

This Policy and Procedure defines the District Policy against retaliation.

### 8.1 Retaliation for Filing Complaints, Claims

The District prohibits the taking of any adverse employment action against those who in good faith report, oppose, or participate (as witnesses or accused) in investigations into complaints of alleged violations of District policy or state or federal law in retaliation for that reporting, opposition, or participation.

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. Filing a complaint with a federal or state enforcement or administrative agency
2. Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the District regarding alleged unlawful activity
3. Testifying as a party, witness, or accused regarding alleged unlawful activity
4. Associating with another employee who is engaged in any of the protected activities enumerated here
5. Making or filing an internal complaint with the District regarding alleged unlawful activity
6. Providing informal notice to the District regarding alleged unlawful activity
7. Calling a governmental agency's "Whistleblower hotline"
8. Filing a written complaint under penalty of perjury that the agency has engaged in "gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety."

### 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: An applicant, employee, officer, official, or contractor who feels he or she has been retaliated against in violation of this Policy should immediately report the conduct according to the District's Harassment Complaint procedure so that the complaint can be resolved fairly and quickly.

## 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.

#### 9.1 Written Statements

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. This statement must be filed within sixty (60) calendar days of the act or event which gave rise to the allegations. 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.

#### 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 portable telephone 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 the General Manager. 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 unless weapons are required for performance of the job. Employees who have legal authority to carry a weapon shall notify the department manager and General Manager in writing of what type of weapon is being carried. Employees who have legal authority to carry weapons violate this policy if they: accidentally discharge or lose their weapon; use, threaten to use, or display the weapon for a job related reason; or violate any law related to carrying a legal weapon while engaged in District business.

B. Definitions

1. "Workplace Violence" is any conduct that causes an individual to reasonably fear for his or her personal safety or the safety of his or her 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.
  - d. Surveillance.
  - e. Stalking.
  - f. Possession of offensive or defensive weapons (firearms, illegal knives, clubs, mace, pepper spray, tear gas, etc.) on District property unless specifically required or authorized and approved by the General Manager.
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 General Manager or appropriate staff, if the General Manager is not available, 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.

D. Investigation

The General Manager 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 Use

A. Introduction

The District understands that its employees use social media sites to share events in their lives, to communicate, and to discuss their opinions with others, including family, friends and co-workers. However, the use of social media may present certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about their use of social media, the District has established this policy and guidelines for appropriate use of social media.

In the rapidly expanding world of electronic communication, social media can mean many things. In general, social media encompasses the various activities that integrate

technology, social interaction, and content creation. Through social media, individuals can create Web content, can organize, edit or comment on content, as well as combine and share content on their own web site or on someone else's. Social media uses many technologies and forms, including Web feeds, blogs, wikis, photography and video sharing, web logs, journals, diaries, chat rooms, bulletin boards, affinity web sites, podcasts, social networking, fan sites, mashups, and virtual worlds.

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

Use good and ethical judgment. To the extent your social media use impacts District employees and customers, follow District policies and regulations as applicable, including but not limited to those that protect individual privacy rights, anti-discrimination and harassment policies, the anti-workplace violence policy and other relevant District policies.

Keep in mind that if your conduct adversely affects your job performance, the performance of your co-workers, is detrimental to the mission and function of the District or otherwise adversely affects members of the public served by the District, people who work on behalf of the District or the District's legitimate business interests, the District may take disciplinary action against you up to and including termination.

Keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or via other channels such as by speaking with the District's Human Resources Department, or by filing an internal complaint or grievance, if applicable. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, or threatening or that might constitute harassment or bullying. Examples of such conduct might include offensive posts that could contribute to a hostile work environment on the basis of race, religion, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, physical or mental disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), or any other classification protected by law or District policy. Examples of threatening conduct include posting material that would make a reasonable person afraid for his or her safety or the safety of his or her family.

Strive for accuracy and full disclosure in any blog or post. Include a link to your sources of information. If you make a mistake, correct the information, or retract it promptly.

Never post any information or rumors that you know to be false about the District, your co-workers, District customers, or people working on behalf of the District.

Do not disclose information that may violate District, customer or employee rights. For example, do not disclose another individual's social security number, medical information or financial information in a manner that violates that person's rights.

If you publish a blog or post online related to the work you do or subjects associated with the District, make it clear that you are not speaking on behalf of the District. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the District."

If you want to keep your personal life separate from your professional or work life, use privacy settings to restrict personal information on public sites. Consider who you invite or accept to join your social network as those individuals will have access to your profile, photographs, etc.

Understand that even if you have private setting, those you invite into your network can easily, print, save, cut, paste, modify or publish anything you post. Material can be archived on the Internet even after you remove it.

C. Using Social Media at Work

You must never use District Electronic Communications Resources, or work time, for your personal social media use. Do not use District email addresses to register on social networks, blogs or other online tools utilized for personal use.

D. Media contacts

Employees should not speak to the media on the District's behalf without contacting the General Manager. Such media inquiries should be directed to the General Manager or designee.

## 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 as determined necessary will seek out and secure qualified individuals to apply for positions at all levels.

## 12.2 Recruitment Initiated

The General Manager may conduct recruitments as deemed necessary to provide qualified candidates.

## 12.3 Existing Reemployment List

- A. The General 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 it is issued to the appointing authority or designee.

## 12.4 Recruitment Planning

- A. The General Manager or designee 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 General Manager or designee 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 examinations may be conducted. Competition will be limited to regular District employees who have 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 General Manger 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 best possible 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. Final adjudication as to qualifications for a position rests with the District.

### 12.9 Qualifications of Applicants

In order to qualify for an examination and/or appointment, an individual must:

- A. Meet all the general requirements pertaining to filing applications for positions;
- B. Meet the additional requirements specified for the particular examination, and/or necessary for appointment including but not limited to education, experience and license; and
- C. 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

Candidates for employment may be subject to appropriate investigation including but not limited to:

- A. Employment history investigation.
- B. Personal and character investigation may include a credit history check.
- C. Fingerprinting.
- D. Search of record of convictions, and record of arrest(s).
- E. Post offer physical test, including a drug and alcohol screen.
- F. 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 requirements 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. Is a relative by blood, marriage, domestic partnership, or marital type relationship subject to the nepotism policy.
- F. For any material cause which, in the judgment of the General Manager, would render the applicant unsuitable for the position, including a prior resignation from the District, termination from the District, failure of the probationary period, failure to pass the background for a same or similar position in the District, or a significant disciplinary action. In those cases, the applicant will be notified of such reasons.

## No. 13 Examination Process

### APPLICABILITY & PURPOSE

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

#### 13.1 General

- A. The General Manager will order 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 semi-structured interviews (pre-determined questions with job follow-up questions when necessary).
  - 5. Individual oral interviews of similarly pre-determined semi-structured questions.

#### 13.2 Reasonable Accommodation

The General Manager may modify the process, upon request, as a form of reasonable accommodation, for any qualified applicant for a position, who is disabled within the definition of the state or federal law.

## 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

The General Manager or designee will interview all candidates who are being considered for a vacancy. No job offer will be made to any candidate until all required interviews and pre-screening procedures are completed to the satisfaction of the District.

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

#### 14.2 Offer of Employment

The General Manager 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 a pre-placement physical, and drug test.

#### 14.3 Background Investigations

Background review, including reference checks, will be conducted prior to 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.

#### 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.

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

This examination is paid for by the District.

At any time during employment where there is cause for concern as to fitness for duty, an employee may be required by the General Manager or designee to take a physical examination paid for by District to determine fitness for duty in the position in which he or she is currently employed, or for which he or she is applying. If an employee returns to work from after an absence of five (5) consecutive days or more, the General Manager may require the employee to take a physical examination, paid for by the District, to determine if he/she is fit for duty.

#### 14.5 Appointing Authority Responsibilities

- A. Prior to appointment or promotion, the General Manager or designee will review the personnel file of candidates who are past or current employees.

- B. The General Manager or 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 starting date and time.
  4. A statement that employment is contingent upon passing the 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 he or she is 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 are required to reside within 45 minutes of the treatment plant in order to respond to emergencies and must have reliable transportation to do so.
- 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 General Manager 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 an 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. 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.
- C. 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.
- D. 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, abilities, and character 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 observing the employee's work to determine the employee's fitness and/suitability for the job and regular hire status.

### 16.2 Probationary Period

The first 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, get acquainted with fellow employees and determine whether he/she is satisfied with his/her job. At the same time the employee's supervisor will monitor his/her performance and have the opportunity to determine whether the employee is adapting to his/her new work at the District.

### 16.3 Promotional Probation Period

The probationary period for employees who promote 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 certification pay 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 he or she has 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

At any time during the probationary period an employee may be released from employment without cause and without right of appeal. Cause will not be provided. The probationary employee will be advised of his or her failure to pass the probationary period.

## 16.7 Release From Probation Upon Promotion

If an 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 an reemployment list for 18 months after their separation from service due to lay off. Employees on the reemployment list 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. 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 (and is in good standing) accepts temporary employment, he or she does 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 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 or otherwise direct and control the work of subordinate employees.

##### 18.3 Establishment of New Classifications

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

Final decision and ratification of classification changes 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 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), he/she 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 Assignment

If any position within the District classification ranges is vacant for an extended period due to employee sickness, resignation, etc. 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 after working in the classification for three weeks. 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. 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 – The maximum pay rate for a position. A fully qualified and competent employee is eligible for an increase to this step after one year at the fourth wage step.

### 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 Monday at 6:29 am.

### 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 his or her supervisor.

### 19.8 Overtime Compensation

- A. Prior Approval Required. Overtime-eligible employees are not permitted to work overtime except as the manager authorizes or directs. 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 his or her 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 in compliance with the requirements of the FLSA:
  - 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 his or her 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). Employees separating from District service shall be compensated for all accrued, unused compensatory hours at the current FLSA regular rate of pay, or the average regular rate for the prior three years, whichever is higher.

#### 19.10 Electronic Stand-By Policy

The District shall provide a Supervisor and Operator III, who are assigned Stand-by Duty, 1 hour of overtime compensation for all qualifying remote access events during a Stand-by shift. For a remote access response to qualify it must meet all of the following criteria:

- An alarm must be triggered;
- The assigned person must respond and act; and
- The action taken requires a log book entry.

The log book entry will be made upon returning to the treatment plant to report for scheduled duty or by having another Operator enter the action in the log book, if the responding party will not be returning to the treatment plant before the start of the next day’s shift.

The decision to respond to the plant or pump stations must be in good judgment.

The responding Supervisor or Operator may receive 1 hour of remote access overtime up to 2 hours total for the Stand-by period. Compensation for multiple incidents within the 1 hour window will be compensated for only 1 hour of overtime.

#### 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 Commute 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. To accomplish this, the District has implemented a financial incentive for employees in the Operations and Collections department to establish and maintain their primary residence in close proximity to the Treatment Plant.

The District offers a stipend to eligible employees who reside within a certain distance of the Treatment Plant as specified in the Side Letter dated January 29, 2016. To be eligible for the stipend, employees are required to establish and maintain as their primary residence a domestic dwelling location where they spend the majority of their time during off-duty hours of their workweek. A person can only have one *primary* residence at any given time, though they may share the residence with other people.

If an employee changes their primary principal residence while receiving the commute stipend, they will immediately notify their supervisor of the location of their new primary residence.

## No. 20 Benefits

### 20.1 Medical/Dental/Vision/Retiree Medical

Please see Memorandum of Understanding between the District and Operation Engineer Local 3.

### 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 pays the medical bills and provides 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.

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. An employee may be required to sign an authorization of participation in the activity.

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 with the General Manager in advance or an employee will not be eligible for reimbursement.

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 [agency] requires the employee to meet at a designated location and use the [agency'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 his or her 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 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 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 19.4, 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 his/her accrued sick leave as a lump sum payment shall be paid according to law.

## 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 achieve the following:

- A. Assist individual employees in achieving maximum work performance by discussing and establishing performance goals and work objectives and reviewing progress toward achieving them.

- B. Identify those employees whose performance needs improvement, is marginal, or unsatisfactory.
- C. Recognize the achievements and accomplishments of employees.

### 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 will be to achieve the following:

- 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 time (usually 90 days) for a follow-up evaluation.

### 21.4 Merit Increase

Merit increases are earned and not automatic. An employee must have at least successful performance (meets standards or above) to be eligible 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

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 review the evaluation in a private meeting with the employee. All 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 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.

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.

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. Employees may request accrued vacation time off to cover other “personal” absences not covered by this sick leave policy.
2. In order to apply for sick leave use, unless the District determines that the employee’s duties require more restrictive reporting, 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 or the General Manager to notify them that they are unable to report to work.

Failure to do comply with these notification procedures without good reason 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 to any employee absent from duty after separation from District service, or 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 Director.
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, Reimbursement, and Reinstatement of Sick Leave Upon Re-Hire. Please see Memorandum of Understanding between the District and Operating Engineers Local 3 for the amount of sick leave granted to employees and its disposition upon retirement or resignation.

All regular employees receive sick leave in accordance with the Memorandum of Understanding between the District and Operation Engineer Local 3. At-Will employees receive sick leave in accordance with their respective contracts.

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.

- D. 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, as applicable, in the Memorandum of Understanding between the District and Operating Engineers Local 3 section 15.4.
- E. Excessive Use of Sick Leave. Excessive use of unprotected sick leave 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, the basis for the absenteeism, and the significance of the impact on the performance of your job or others.

As part of each employee's evaluation their usage of unprotected sick leave will be evaluated by their supervisor.

1. As a general goal, employees should attempt to maintain at least 50% of their annual unprotected sick leave in anticipation of unexpected need.
2. Employees who have used over 50% of their annual unprotected sick leave during the evaluation period will be counseled. This counseling will take into

consideration mitigating circumstances regarding absences such as surgery, serious illness, or long-term injury.

3. Employees who have used more than 64 hours of unprotected sick leave during the evaluation period may be placed on a restricted sick leave monitoring program.
  4. Employees who have exhausted all of their unprotected sick leave may be subject to discipline up to and including termination at the discretion of the General Manager.
- F. 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. 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.

### 22.3 Return to Work

#### A. Medical Certification Required.

1. For medical absences of more than three working days, medical clearance from a physician may be required.
2. Before returning to work from an unpaid medical leave, the employee's personal physician will 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, will be required.
3. Before returning to work from an extended paid medical absence from work, the employee's personal physician will 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, will be required.

#### B. Regular employees unable to perform the essential functions of their position, with or without reasonable accommodation, as a result of a physical or psychological illness or injury for a period of six (6) months from the first date of the absence shall:

1. Be terminated from employment. Employees who are separated pursuant to this section shall be accorded procedural due process (i.e., notice and an opportunity to respond to the intended separation) in accordance with the appeal procedures for disciplinary actions outlined in these rules and procedures. or,
2. If disabled, be retired under the Public Employees Retirement System, or

3. Be offered the opportunity to resign from the position and be placed on a rehire list for a period not to exceed one (1) year. Any employee returning to work pursuant to this section shall provide to the Human Resources office verification from a medical practitioner of his/her ability to return to work and perform the essential functions of his/her position, with or without accommodation.

If during the period in which the employee is on the rehire list, the employee is physically and/or psychologically able to resume the duties of his/her previous position and there is a vacant position in the employee's classification, the employee will be entitled to return to that position with all the rights, benefits, and responsibilities of a regular employee. However, an employee on a rehire list shall not accrue seniority. Thus, the employee will return to work with the same amount of seniority held prior to being placed on the rehire list.

Placement on the rehire list does not preclude an employee from applying for a disability retirement.

4. Exceptions: Employees on family and medical care leave, pregnancy disability leave or other statutory leaves will not be terminated or offered the rehire list option in lieu of separation during such leave if separation during such leave would be precluded by law.

- 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. Unless these medical facts are very carefully considered, subsequent injuries or aggravations of the original injury can occur. It is the policy of the District that an employee can return to duties he/she can perform safely without undue risk or further injury to other employees.

It is, likewise, the policy of the District that if the employee cannot do so or if he/she is unable or unwilling to accept some other vacant position which the employee is psychologically and/or physically and otherwise qualified to perform, his/her employment will be terminated.

The medical criteria presented to the Industrial Accident Commission by the employee and his/her doctor shall be obtained and utilized by the District and interpreted in terms of specific job restrictions and limitations. The manager, or his/her designee, will then interpret and apply such job restrictions and limitations to the specific physical and/or psychological requirements of the employee's position and make a recommendation to the General Manager. A determination shall be made by the General Manager as to whether or not the employee shall:

1. Return to the job.

2. Transfer to some other vacant position for which he/she is qualified based upon physical or psychological ability and experience.
3. Separate from the District's employment.

#### 22.4 Personal Days

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

#### 22.5 Vacation Leave

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

#### 22.6 Holidays

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

#### 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.

A child is "incapable of self-care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living – such as, caring for grooming and

hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

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 a husband or wife as defined or recognized under California State law for purposes of marriage.
6. "Domestic partner," as defined by Family Code sections 297 and 299.2, shall have the same meaning as "Spouse" for purposes of CFRA leave.
7. "Serious health condition" means an illness, injury impairment, or physical or mental condition that involves:
  - a. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity due to the serious health condition, treatment involved, or recovery therefrom); or
  - b. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
    - i. A period of incapacity (i.e. inability to work, or perform other regular daily activities) due to serious health condition of more than three full consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
      - a) Treatment of two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist by a health care provider, by a nurse, or by a provider of health care services (e.g. a physical therapist) under orders of, or on referral by a health care provider. The first in-person treatment visit must take place within seven days of the first day of incapacity; or
      - b) Treatment by a health care provider on at least one occasion which must take place within seven days of the first day of incapacity and results in a regimen of continuing treatment under the supervision of the

health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to health care provider, it does not constitute a regimen of continuing treatment.

- ii. Any period of incapacity due to pregnancy or for prenatal care. This entitles the employee to FMLA leave, but not CFRA leave. (Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)
- iii. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
  - a) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider or by a nurse;
  - b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- iv. A period of incapacity which is permanent or long- term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
- v. Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

8. "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.
9. "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.
10. "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.

11. "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.
12. "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 his or her nearest blood relative for purposes of military caregiver leave under the FMLA.
13. "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. Reasons for Family Medical Care Leave. Leave is only permitted for the following reasons:

1. The birth of a child or to care for a newborn of an employee;
2. The placement of a child with an employee in connection with the adoption or foster care of a child;
3. Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition; or

4. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
  5. Leave for a “qualifying exigency” may be taken arising out of the fact that an employee’s spouse, son, daughter, or parent is on covered active duty or call to active duty status (under FMLA only, not the CFRA); or Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (this leave can run up to 26 weeks of unpaid leave during a single 12-month period under the FMLA only, not the CFRA).
  6. Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (this leave can run up to 26 weeks of unpaid leave during a single 12-month period) (under the FMLA only, not the CFRA).
- D. Employees Eligible for Leave. An employee is eligible for leave if the employee:
1. Has been employed by the District for at least 12 months; and
  2. Has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
- E. Amount of Leave. Eligible employees are entitled to a total of 12 workweeks (or 26 weeks to care for a covered service member) of leave during any 12-month period. When FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
1. Minimum Duration of Leave. If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.
- If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of

leave that must be taken. However, the notice and medical certification must be in compliance with the provisions of state and federal law.

2. Spouses Both Employed by the District. In any case in which a husband and wife both employed by District are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave).

In any case in which a husband and wife both employed by the District are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12-month period if leave is taken to care for a covered service member.

Except as noted above, this limitation does not apply to any other type of leave under this policy.

F. 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. If the employee is disabled by pregnancy, coverage will continue to be covered for up to 4 months each leave year. All premiums must be paid by the Employee unless Employer contributions are required by the FMLA or CFRA.

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. 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.).

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

While on leave under this policy, as set forth herein, 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 and/or CFRA 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 and Employee's Rights If an Employee Requests Accrued Leave,

Other than Accrued Sick Leave, Without Mentioning Either the FMLA or CFRA If an employee requests to utilize accrued vacation leave or other accrued paid time off, other than sick leave, without reference to a FMLA/CFRA-qualifying purpose, the [name of agency] may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. However, if the [name of agency] denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, the District may inquire further into the reason for the absence. If the reason is FMLA/CFRA-qualifying, the District may require the employee to exhaust accrued leave as described above.

H. 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.
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 he/she 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 his/her 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.

I. 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 will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

2. Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
3. Fitness for Duty Certification. As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the District's health care provider indicating that the employee is able to resume the essential functions of his or her pre-leave position. Failure to provide such certification will result in denial or delay of reinstatement.
4. If an employee returns to work from after an absence of five (5) consecutive days or more, the General Manager may require the employee to take a physical examination, paid for by the District, to determine if he/she is fit for duty.

J. 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. NOTE: EMPLOYEES WILL RECEIVE A DISTRICT RESPONSE TO THEIR REQUEST WHICH WILL SET FORTH CERTAIN CONDITIONS OF THE 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.
3. Authorization for payroll deductions for benefit plan coverage continuation; and
4. Fitness-for-duty to return from leave form.

#### 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 consecutive working days, per incident.

- 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 his or her 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 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.

#### 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 work day. 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

- 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 work days. 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 work days, 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. Immediate Notification of Summons and Daily Report of Status. An employee summoned for jury duty must immediately notify his or her supervisor of receipt of the summons. Employees are also required to notify their supervisor on a daily basis regarding jury duty hours, including jury duty release time.

- C. Documentation. Employees who receive a jury summons and miss work or need a change in scheduled On-Call Duty must complete an Absence and Overtime Request Slip and/or Work Schedule Changes request and provide a copy of the jury summons notice.
- 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.
- E. Subpoena. An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which he or she perceived or investigated in the course of his or her 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 his or her District job duties or because of civil or administrative proceedings that he or she 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 Pregnancy Disability Leave

Definition. Any female employee is entitled to take an unpaid pregnancy disability leave for up to 4 months because of pregnancy, childbirth, or related medical conditions.

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 is eligible for and is designated to be on Family Medical Leave upon the commencement of pregnancy disability leave.

- A. Notice and Certification Requirements
  - 1. Requests for pregnancy disability leave must be submitted in writing and must be approved by the General Manager 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 specific 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. If the employee does not return to work following pregnancy leave, the District may recover premiums it paid to maintain health 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;
  - c. The employee has non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave; or
  - d. There are other circumstances beyond the employee's control, including, but not limited to, circumstances where the employer is responsible for the employee's failure to return to work (e.g. the employer does not return the employee to her same position or reinstate the employee to a comparable position), or circumstances where the employee must care for a family member (e.g., the employee gives birth to a child with a serious health condition).

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 her 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 her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.
4. An employee who fails to return to work after the termination of her leave loses her reinstatement rights.

#### 22.14 Lactation Accommodation

In accordance with state law, the District will provide a reasonable amount of break time to employees to express breast milk for the employee's infant child. If possible, the break time will run concurrently with any break time already provided to the employee. If not, the break time will be unpaid or an employee may use leave time.

#### 22.15 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 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 is 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 leaves, 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.
  - 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).

#### 22.16 Paid Family Leave

Paid Family Leave program provide 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.

#### 22.17 Time Off for Victims of Serious Criminal Offenses, Including Violent or Serious Felonies, Stalking, Sexual Assault, or Domestic Violence

- A. An employee who has been a victim of a serious criminal offense, including violent or serious felonies, stalking, sexual assault, or domestic violence, or any other offense specified in Labor Code section 230 et seq., may take time off with appropriate certification of the need for such services to obtain:
  - A temporary restraining order or restraining order.
  - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
  - To seek medical attention for injuries caused by domestic violence, sexual assault or stalking.
  - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
  - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- B. An affected employee must give the District reasonable notice that he or she is required to be absent for a purpose stated above. In cases of unscheduled or emergency court appearances or other emergency circumstances, the affected employee must, within a reasonable time after the appearance, provide the District with written proof that the absence was required for any of the above reasons
- C. An affected employee may use sick leave as provided pursuant to the California Paid Sick Leave Law as defined in Section 22.1 above for the purposes outlined in this section. Use of this sick leave will be coordinated with other uses of sick leave under this law as specified in section 22.1 Sick Leave.

## 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 General Manager. Should such demotion be to a class unrelated to the previous position, the employee 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. An employee will be given a copy of any document placed in his or her official personnel file.

## 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 his/her designee at a reasonable mutually convenient time, and at reasonable intervals. An employee who wishes to review his or her file should contact the General Manager or his/her designee to arrange an appointment.

- A. Copies. On request, an employee is entitled to receive a copy of any employment-related document he or she has signed. The District will also provide an employee single copies of any other documents in his or her 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 his/her 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. Upon request, the District will release to the public information about its employees as required by the Public Records Act. The District will not disclose personnel information that it considers would constitute an unwarranted invasion of personal privacy.
- B. Reference Checks. The District's policy on requests for employment references is to disclose only the dates of employment, salary earned, 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.
- C. Medical Information. Medical information will be released only in accordance with section 24.4 above.

## 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 his/her designees may demote, suspend, reduce in pay, or discharge regular employees.

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. 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 the General Manager, 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 his or her 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 unwillful 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. Possession of weapons on agency property unless authorized.
- W. Disclosure of confidential and/or privileged information.
- X. Willful violation of any of the provisions of these Personnel Policies and Procedures, District rules or regulations.
- Y. 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 not eligible for overtime are not subject to (1) temporary demotions (with a beginning and ending date) or (2) temporary reductions in pay.

## 25.5 Possible Investigation

When an act of an employee that may be cause for disciplinary action is reported to the employee's supervisor, 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. Investigations will be conducted as confidentially as possible. 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 personnel file. 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. The employee may, within ten days of receipt of the warning, file a written response for placement in the personnel file.
- 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 General Manager intends to suspend an employee, demote the employee, reduce the employee in pay or discharge the employee, the General Manager 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. 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 him or her and present any mitigating circumstances. In cases of suspensions, demotions, reductions in pay or discharge, 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 his or her 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; (for suspension, reductions in pay and demotions the effective date is generally after the hearing or time to request a hearing has expired).
  - 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.

## 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

A regular employee who wishes to leave employment in good standing will file a written notice of resignation with the General Manager, giving at least two weeks' notice of intention to leave unless the General Manager consents, in writing, to shorter notice. The notice of resignation will be in writing and copies of both forwarded to the employee's personnel file. A resignation becomes final when accepted by the General Manager. Once a resignation has been accepted by the General Manager, it cannot be withdrawn.

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 of compensation, District property, or other matters related to the employee's departure.

#### 26.2 Reduction in Force (Lay Off)

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

#### 26.3 Exhausting All Leave

When an employee exhausts all paid leaves and any approved leave of absence without pay including Family Medical Leave, and still is not able to return to work, the employee will be separated from employment. The employee may be eligible for a hearing before the appointing authority.

#### 26.4 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.

#### 26.5 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.

#### 26.6 Physical or Mental Incapacity

If an employee is determined by their own or the District's physician to be unable to perform the essential functions of the job, with or without reasonable accommodations (if disabled), or without presenting a direct threat to the health and/or safety of others, and all relevant benefits (e.g. FMLA) have been exhausted, the employee may be separated from employment due to physical or mental incapacity where appropriate. The District will apply for disability retirement consistent with State law. The employee may be eligible for a hearing before the appointing authority.

#### 26.7 Retirement

A regular employee who wishes to and is eligible to retire will submit the appropriate paperwork and file a written notice of retirement with the General Manager, giving the maximum notice possible.

#### 26.8 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 or the General Manager.

### No. 27 Reasonable Accommodation in Employment

- A. An employee who desires a reasonable accommodation in order to perform the essential functions of the job should make such a request, preferably in writing, to the General Manager. The request must identify: a) the job-related functions at issue; and b) the desired accommodation(s).
- B. Following receipt of the request, the General Manager may require additional information, such as reasonable documentation of the existence of a disability.
- C. 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.
- D. After receipt of reasonable documentation of disability and/or fitness for duty report, the District will arrange for a discussion, in person or via telephone conference call, with the applicant or 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.

- E. The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The District will not provide accommodation(s) that would pose an undue hardship upon District finances or operations, or that would endanger the health or safety of the employee or others. The District will inform the employee of its decisions as to reasonable accommodation(s) in writing.