



# **Employee Policy Manual**

**Adopted:**

**April 11, 2024**

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### 1.1 OVERVIEW

#### 1.1.1 Purpose

The purpose of this employee policy manual (Manual) is to provide guidance to the employees of the Elk Grove Water District (EGWD, or District). The General Manager is vested with the authority to administer personnel relations in accordance with the terms of this Manual. The General Manager may delegate responsibility to the Human Resources Administrator or their designee to perform personnel actions in accordance with this section.

This Manual highlights areas of importance to facilitate efficient and economical service to the public, as well as promote a fair and equitable system of personnel management within the District. This Manual does not provide an answer to all personnel questions and issues that may arise regarding responsibilities, obligations, rights, privileges, benefits, and prohibitions which, are placed upon all employees of the District.

This Manual is not a contract and does not create any expressed or implied contractual rights between the District and any employee. It is expressly understood that the contents of this Manual do not constitute the terms of a contract of employment or benefits. Thus, this Manual should not be construed as a guarantee of continued employment. Any verbal or written representations to the contrary are invalid and may not be relied upon by current or prospective employees.

The policies set forth in this Manual replace all previous policy statements, whether written and/or verbal, which differ from or are inconsistent with the policies expressed in this Manual. No such prior policies or procedures shall have any force or effect after the effective date of this Manual.

This Manual may be revised and updated from time to time, without notice, as deemed necessary by the General Manager of the District subject to approval by the Florin Resource Conservation District (FRCD) Board of Directors (Board).

#### 1.1.2 About the District

Elk Grove Water Works began as an investor-owned utility founded in 1893 to serve the community of Elk Grove. It was acquired by the FRCD in December 1999. The utility is operating as District, a public entity and department of FRCD, which is a District that is duly formed and organized pursuant to the California Public Resources Code § 9151 *et seq.* The District's service area is approximately 13 square miles.

##### 1.1.2.1 District Values

All employees shall demonstrate and abide by the following values:

- **Transparency:** We recognize that transparency is the foundation of good governance. We are committed to openness and accountability in all District endeavors.

- **Leadership:** We are a team. The community is supported through cooperation and respect. Great ideas come from many sources, and we listen with an open mind.
- **Caring:** We care about the quality of our water; we care about our customers' satisfaction, and we care about the quality of the working environment.
- **Integrity:** We are honest with one another, with our customers and with our industry partners. We maintain a quality operation that is fiscally sound and forthright. We want the trust and respect of our community and ratepayers.
- **Professionalism:** We are committed to standards of excellence, accuracy, and superior conduct.
- **Vision:** We recognize that decisions we make today impact the future of this District and our community. We value our community's natural resources and actively seek ways to improve our services through local control and stewardship.

#### 1.1.2.2 Open Door

Management adheres to an open-door policy and encourages all employees to share opinions, ideas, and thoughts about general operations, especially relating to improving efficiency, increasing productivity, devising innovative solutions, and achieving desired results. The open-door policy is intended to encourage personnel at all levels of the District to express their opinions and ideas about any general item. The open-door policy allows management to understand details of the District's operations and creative suggestions for improvement that might be lost in translation as the message makes its way through multiple channels.

#### 1.1.2.3 Employee Recognition

Employees receive recognition for every five (5) years of service.

As part of the District Safety Program, individuals or the entire staff may receive awards for continuous safe work actions.

## 1.2 THINGS TO KNOW

### 1.2.1 Fiscal Year

The District operates on a fiscal year, from July 1<sup>st</sup> to June 30<sup>th</sup>. Unless otherwise noted, employee functions in this Manual are based on a fiscal year.

### 1.2.2 Bulletin Boards

District bulletin boards are reserved for the exclusive use of the District for posting work-related notices or notices which must be posted pursuant to local, state, and federal law. From time to time, special notices and information for employees will be posted by the District on the bulletin boards. Please check the boards regularly for such notices.

### 2.1 GENERAL POLICIES

#### 2.1.1 Equal Opportunity Employer

The District is an equal opportunity employer for all qualified employees and applicants to all terms of employment with the District, including but not limited to compensation, hiring, training, promotion, transfer, discipline, and termination. The District strictly prohibits unlawful discrimination by any employee against any employee or applicant.

#### 2.1.2 Anti-Harassment, Anti-Discrimination, and Anti-Retaliation

The District has adopted a policy and complaint procedure against harassment, discrimination, and retaliation. The purpose of this policy is to establish a strong commitment to prohibit and prevent discrimination, harassment, and retaliation in the workplace; to define those terms; and to set forth a procedure for investigating and resolving internal complaints. The District has zero tolerance for any conduct that violates this policy. Conduct need not violate either federal or state law to constitute a violation of this policy. Employees, applicants, unpaid interns, volunteers, officers, officials, or contractors who believe they have experienced any form of harassment, discrimination, or retaliation are encouraged to report this immediately.

See Appendix A - Anti-Harassment, Anti-Discrimination, and Anti-Retaliation Policy for more information.

#### 2.1.3 Reasonable Accommodation and the Interactive Process

Absent undue hardship on the District or its operations, or direct threats to the health and safety of employee(s), the District provides reasonable employment-related accommodations to:

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

Any employee who requires an accommodation to perform the essential functions of their job should contact the Human Resources Administrator and request an accommodation. Next, an interactive process with the employee will be conducted to determine whether the requested accommodation or an alternative is reasonable and can be implemented without imposing an undue hardship on the District.

##### 2.1.3.1 Reasonable Medical Documentation of Disability

The District may request an employee to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the employee provides insufficient



documentation, the District will do the following: (1) explain the insufficiency of the documentation provided; (2) allow the employee or applicant to supplement the documentation in order to remedy the issue with the documentation provided; (3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

**2.1.3.2 Medical Certification Indicating the Need for Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions**

If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the District will provide the employee with notice of the need for a medical certification within two (2) business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: (1) a description of the requested accommodation or transfer; (2) a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and (3) the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

**2.1.3.3 Certification of Victim Status**

An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for their safety while at work must provide both of the following:

- a. A written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
- b. A certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, that can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

**2.1.3.4 Interactive Process**

The Human Resources Administrator or designee will initiate the interactive process when:

- a. An applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s);
- b. The District otherwise becomes aware of the need for an accommodation through a third party (e.g., a doctor's note requesting an accommodation), or by observation of the employee's work;
- c. The District becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation;

- d. An employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider;
- e. An employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave;
- f. An employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for their safety at work;
- g. An employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or
- h. An employer is aware of the need for reasonable accommodation for an employee or applicant's religious beliefs, observance, or practices.

The interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the employee or applicant to perform the essential functions of the current job. The process will generally then move on to possible reasonable accommodations in other vacant jobs, that the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others. The District will consider accommodations that the applicant or employee suggests but has the right to select and implement any reasonable accommodation that it deems effective.

After the interactive process communications, the Human Resources Administrator or designee will review the information received, and determine: (1) whether all available information has been reviewed; (2) whether all potential accommodations that the applicant or employee has suggested have been considered; (3) whether additional discussions with the applicant or employee would be helpful; (4) whether the applicant's or employee's preferences have been taken into account; (5) if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming themselves or others; and (6) if the accommodations would pose an undue hardship on District finances or operations. The Human Resources Administrator or designee will inform the applicant or employee of their determination in writing. The General Manager or designee will use their discretion based upon the particular facts of each case.

#### 2.1.3.5 Modified Duty

The District encourages employees to return to work through an interactive process. Any employee may request modified duty as an accommodation when a temporary disability limits the employee's ability to perform the essential duties of their job. The District will consider the request consistent with federal and state laws including, but not limited to, the Americans with Disabilities Act (ADA).

#### 2.1.4 Drug Free Workplace

It is the desire of the District that all work environments be safe, productive, and free of the influence of alcohol and/or controlled substances (including marijuana). The District recognizes that the use of alcohol and/or controlled substances (including marijuana) in the workplace is not conducive to safe working conditions and will not be tolerated.

Employees will not be at work under the influence of alcohol and/or controlled substances (including marijuana), will not use alcohol and/or controlled substances (including marijuana) while on duty or while on paid standby time and will not sell, manufacture, distribute or provide controlled substances (including marijuana) to any person while on duty. The District has no intention of interfering with the private lives of its employees unless involvement with alcohol and/or controlled substances off the job affects job performance or public safety.

All employees of the District, whether or not in safety sensitive positions, are subject to reasonable suspicion testing for alcohol and/or controlled substances. In addition, safety sensitive employees (the Department of Transportation's definition includes any employee who must possess a commercial driver license) are subject to pre-employment and random, alcohol and/or controlled substance testing.

See Appendix B - EGWD Drug Free Workplace Policy.

#### **2.1.5 Tobacco Free Workplace**

The District is committed to providing a healthy and safe workplace for its employees and the public. In keeping with this commitment and in accordance with state law, the use of tobacco or vaping products is strictly prohibited on District premises, other than specially designated areas, in District vehicles, on District work sites, or in the presence of District customers.

#### **2.1.6 Whistle-Blower Protection**

The General Manager has primary responsibility for:

- Ensuring compliance with this Manual, and ensuring that District employees do not engage in improper activities;
- Investigating allegations of improper activities; and
- Taking appropriate corrective and disciplinary actions.

Employees are encouraged to fulfill their obligation to the public and the District by disclosing in writing to their immediate supervisor, to an extent not expressly prohibited by law, improper work-related activities within their knowledge. If the improper activity involves their immediate supervisor, the employee must follow the chain of command and alert the next responsible manager. Employees will not interfere with the General Manager's responsibilities in identifying, investigating, and correcting improper work-related activities.

An employee will not directly or indirectly use or attempt to use the authority or influence of their position for the purpose of intimidating, threatening, coercing, commanding, or influencing any other person to deter such person from acting in good faith to report or otherwise bring to the attention of the General Manager any information that, if true, would constitute:

- A work-related violation by a District employee of any law or regulation;
- Gross waste of District funds;
- Gross abuse of authority;
- A specific and substantial danger to public health or safety due to an act or omission of a District employee;

- Use of a District office or position or of District resources for personal gain; or
- A conflict of interest of a District employee.

An employee will not use or threaten to use any official authority or influence to affect any action as a reprisal against a District employee who reports or otherwise brings to the attention of the General Manager any information regarding the subjects discussed in this section.

The District also prohibits the following:

- Taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation (Labor Code § 1102.5(b));
- Preventing an employee from disclosing information to a government agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation (Labor Code § 1102.5(a));
- Retaliating against an employee for refusing to participate in any activity that would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation (Labor Code § 1102.5(c)); and
- Retaliating against an employee because the employee's family member has, or is perceived to have, engaged in any of the protected activities listed above.

Any person who believes that they have been subjected to any action prohibited by this section should immediately report the conduct according to the complaint procedure in the District's policy against discrimination, harassment, or retaliation so that the complaint can be resolved fairly and quickly. Supervisors and managers have the same responsibilities as defined in the policies against discrimination, harassment, or retaliation.

### **2.1.7 Conflict of Interest**

Pursuant to the provisions of Gov. Code § 87300, et seq. no official or employee will accept a fee, compensation, gift, payment of expenses or any other thing of monetary value in any circumstances in which acceptance may result in or reasonably create the appearance of a conflict between the employee's personal interests and the interests of the District in any one (1) or more of the following:

- Use of public office and/or employment for personal or private gain;
- Preferential treatment of any person;
- Loss of complete independence or impartiality;
- Making a District decision outside of official channels;
- Reduction of public confidence in the integrity of the District and/or its employees;
- Impeding government efficiency or economy; and
- Disclosure of confidential information.

It is the employee's responsibility to disclose and report all potential conflict of interest situations to their supervisor or the General Manager.

Should a District employee be approached by a contractor or supplier and offered a gift or bribe so as to enhance that contractor's or supplier's position with the District, the employee must immediately report such activity to the General Manager.

See Appendix C - Conflict of Interest Code.

#### **2.1.8 Outside Employment**

An employee shall not engage in any paid or self-employment, activity, or enterprise which is inconsistent, incompatible or in conflict with their District duties, functions, responsibilities, or that of the department in which they are employed at the District. Part-time employees may engage in outside business employment. To avoid perceived or actual conflicts of interest that may arise from outside employment, all employees must obtain written approval from the General Manager or designee prior to undertaking any outside employment (Gov. Code § 1126(a).)

#### **2.1.9 Political Activity**

District employees and officials are prohibited from engaging in political activity during working hours or on District property, with the exception that political activities may take place at Board meetings. (Gov. Code § 3207.)

No District employee or official will participate in political activities of any kind while in a District uniform. (Gov. Code § 3206.)

No District employee or official may use District funds or resources to advocate a partisan position or otherwise use District funds or resources to support their personal political activities. (Gov. Code § 54964.)

#### **2.1.10 Confidentiality**

Employees may, during the course of their duties, acquire, develop, use or learn confidential, sensitive, or proprietary information (collectively Confidential Information) concerning District operations, customers, employees, contractors, vendors, suppliers, or proposed contractors, vendors, or suppliers.

Confidential information includes, but is not limited to: personnel records, customer data, real property acquisition materials, legal memoranda, technical information, designs, procedures, processes, configurations, discoveries, inventions, improvements, promotional ideas, research and development, proprietary research data, instruction manuals, training materials, business plans and proposals, financial information, records pertaining to pending litigation, preliminary drafts, notes or memoranda which are not typically retained in the ordinary course of business, terrorist attack risk, vulnerability assessments, information security records, or trade secrets, as defined by California Evidence Code § 1061(a)(1), whether such secrets are owned by the District or any of its contractors, vendors, or suppliers or proposed contractors, vendors, or suppliers. Employees shall not, during their employment with the District or any time thereafter, directly or indirectly:

- Disclose or furnish, to any other person, firm, agency, corporation, client, business or enterprise, any confidential information acquired during their employment;

- Individually or in conjunction with any other person, firm, agency, company, client, business or corporation, use or cause to be used any confidential information in any manner whatsoever except in furtherance of the business of the District;
- Without the written consent of the District, publish, deliver, or commit to being published or delivered, any copies, abstracts or summaries of any files, records, documents, drawings, specifications, lists, equipment, and similar items relating to the business of the District, except to the extent required in the ordinary course of their duties.

#### **2.1.11 Protecting District Security**

Employees are responsible for all equipment assigned to them, including security resources such as key cards, keys, combinations, keypad PINs and passcodes. Duplication of keys is strictly prohibited.

#### **2.1.12 Personal Property**

Any loss or damage to personal property of employees that is voluntarily brought on to District premises, will be reviewed for resolution on a case-by-case basis.

## **2.2 EMPLOYMENT CLASSIFICATIONS**

### **2.2.1 At-Will Employment**

Employment at the District is at-will. At-will employment means that an employee may terminate their employment at any time with or without advance notice to the District and with or without cause. Likewise, the District may terminate the employment of any employee for any legal reason at any time with or without advance notice and with or without cause.

An at-will employee has no property right in continued employment with the District and is not entitled to any pre- or post-disciplinary procedural due process of evidentiary appeal.

Except for the General Manager, no manager, supervisor, or representative of the District has any authority to enter into any agreement for employment for any specific period or to make any agreement contrary to at-will employment.

### 2.2.2 Categories

The following is a list of the employment categories used by the District. If an individual has any questions about their job category, they should check with the Human Resources Administrator.

<b>Employees</b>	The term “employees” shall mean all persons employed by the District. Directors are not employees. Individuals working through an employment agency (leased employees, etc.) and those working as independent contractors are not considered employees of the District and are not entitled to any employment benefits provided by the District.
<b>Exempt Employees</b>	Exempt employees are employees whose job duties meet the federal Fair Labor Standards Act (FLSA) requirements for overtime exemption. Exempt employees are compensated by salaries and are not eligible for overtime pay. The Human Resources Administrator will inform the employee if their status is exempt. Exempt employees may have job assignments that require full or part-time work.
<b>Non-exempt Employees</b>	Non-exempt employees are employees subject to federal FLSA overtime regulations and will be compensated for overtime hours worked in accordance with the law. Non-exempt employees must comply with District policies regarding overtime work.
<b>Regular Full-Time Employees</b>	Regular full-time employees are employees who are normally scheduled to work and who regularly do work a schedule of 40 hours or more per work week.
<b>Regular Part-Time Employees</b>	Regular part time employees are employees who are regularly scheduled to and do work less than 40 hours per work week. Part time employees may be assigned a work schedule in advance or may work as needed.
<b>Temporary Employees</b>	Temporary employees are employees who are employed by the District for short-term assignments and who are not considered regular employees. Temporary employees are not eligible for employee benefits and may be classified as exempt or non-exempt according to job duties and method of compensation. This classification includes but is not limited to persons hired for the following reasons: seasonal peak workloads, water conservation program and emergency extra workloads.
<b>Management Employees</b>	Management employees are those employees specifically designated by the General Manager as responsible for the management of administration and operations. Management employees are exempt employees if their salaries meet or exceed the minimum requirements under the law and, therefore, are not eligible for overtime compensation.
<b>Supervisory Employees</b>	Supervisory employees are those employees specifically designated by the General Manager as responsible for monitoring the performance of at least one other individual employee. Supervisory employees may or may not be exempt employees, depending on job duties and method of compensation.

### **2.2.3 Verification of Eligibility for Employment**

The District is required by federal immigration laws to verify documentation that shows each person's identity and legal authorization to work in the United States. All offers of employment and continued employment are conditioned upon furnishing satisfactory evidence of identity and legal authorization to work in the United States and each individual must attest to their identity and legal authorization to work.

### **2.2.4 Nepotism**

Relatives of employees or directors of the District will not be placed within the District as temporary, part-time, or full-time employees for reasons of security, safety and/or morale. Present employees who marry one another will be permitted to continue their employment with the District only if they do not work in a supervisory relationship with one another or otherwise pose difficulties for supervision, security, safety or morale. If such employee-spouses do work in a supervisory relationship with one another, the District will attempt to reassign one of them to another position for which they are qualified if such a position is available. The District retains sole discretion to determine which employee-spouse will be transferred based upon the District needs in observance of this section. If no such position is available, then the District retains sole discretion to separate one of the employee-spouses from District employment. Absent the resignation of one employee-spouse, the less senior employee-spouse will be separated from District employment. Any separation or transfer resulting from the administration of this policy is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

Relatives as referred to in this policy include spouse, registered domestic partner, parents, children, brothers, sisters, grandparents, stepfather, stepmother, stepbrother, stepsister, stepchild, niece, nephew, cousin, uncle, aunt, grandchildren, and in-laws, or any member of an employee's immediate household.

## **2.3 EMPLOYEE REIMBURSEMENTS**

### **2.3.1 Mileage Allowance**

In the event a personal vehicle must be used, the District will reimburse expenses based on the Internal Revenue Service (IRS) current Standard Mileage rate. The Finance Manager will periodically adjust the mileage allowance to correspond to IRS guidelines. Employees must submit proof of the distance (e.g., a Google map of the route) traveled when requesting reimbursement.

### **2.3.2 Travel Expenses**

With the General Manager's permission, employees may travel to work-related conferences and similar events. No family members, friends, etc., may ride in a District vehicle at any time. Flight travel should be in coach class; if an employee wishes to upgrade, the employee is responsible for the price difference. Receipts should be itemized and presented to the Finance Manager for reimbursement of appropriate travel expenses, which may include airline tickets, hotel stays and other necessities.

See Appendix D - Travel Procedures and Expenditures Policy.



## **2.4 DISTRICT VEHICLES AND PERSONAL VEHICLE USE**

### **2.4.1 Employee Use of District Vehicles**

District owned vehicles assigned to employees may be used on District business in the exercise of the employee's job duties.

All employees who drive on behalf of the District must always maintain a valid driver's license. Employees must notify their supervisor by their next scheduled workday of any changes regarding the status of their driver's license.

Only District employees may drive a District vehicle, whereas employees and/or Board of Directors may be passengers. Nothing in this policy prohibits the transportation of any person in a District vehicle in case of an emergency. Emergency means a serious, unexpected, and dangerous situation, usually of a medical nature, requiring immediate action.

District employees who are on-call may use the vehicle for commuting purposes and may maintain the vehicle overnight at their residence, so that they may report directly to a work site. De minimis use (such as stopping for a personal errand) during the course of a commute is permitted. Any use beyond de minimis will be subjected to the guidelines under the Internal Revenue Code and Regulations. Staff may also use District-owned vehicles for District-related out of town travel and may take the vehicle home on the way to or from the event.

An employee using a District owned vehicle for these purposes shall provide evidence that they are covered under their own automobile insurance policy for any claims and damages arising out of their personal use of the vehicle.

Drivers of District owned vehicles are personally responsible for any fines or other citations for traffic violations incurred during the use of the vehicle. The privilege of driving a District owned vehicle may be revoked in the event of repeated violations.

### **2.4.2 Use of Personal Vehicles for District Purpose**

An employee who must use their personal vehicle for District purposes (e.g., driving to a conference when a District vehicle is either unavailable or impractical) will be reimbursed by the District at the standard mileage rate established by the IRS.

The employee shall provide evidence that they are covered under their own automobile insurance policy for any claims and damages arising out of their business use of the vehicle. This information must be on file with the Human Resources Administrator.

Drivers are personally responsible for any fines or other citations for traffic violations incurred during the use of their vehicle for District purposes.

## **2.5 CREDIT CARD USE**

### **2.5.1 Authorized Users**

Credit cards are issued to select employees through the authorization of the General Manager or designee.

### **2.5.2 Use of District Credit Cards**

Employees' use of District credit cards must adhere to the District Issued Credit Card Policy.

See Appendix E - Credit Card Policy.

### **2.5.3 Account Reconciliation**

Detailed receipts for all purchases must be turned into the supervisor for reconciliation against the monthly credit card bill. Supervisors are responsible for verifying all transactions on credit accounts and for presenting credit card bills and corresponding receipts to the Finance Department in a timely manner. Late charges on credit accounts are unacceptable.

## **2.6 JOB PERFORMANCE**

### **2.6.1 Performance Evaluations**

#### **2.6.1.1 Performance Evaluation**

The performance evaluation is designed to help employees, in new positions, become aware of the progress made and/or of any areas for improvement. Employees will meet with their immediate supervisor to discuss the evaluation. Each employee is encouraged to ask specific questions and to comment about their evaluation. The employee's signature on the evaluation will be required to acknowledge receipt of the evaluation, and that the evaluation will be placed in the employee's personnel file. The employee's signature will not mean that they endorse the contents of the evaluation. If an employee refuses to sign the evaluation, the Human Resources Administrator and the supervisor will note the refusal on the evaluation and sign the notation. A copy of the evaluation will be provided to the employee. It is the responsibility of the employee to read and understand the content of the evaluation. An employee may submit written comments on the evaluation that will be included with the evaluation in the employee's personnel file.

A positive performance evaluation does not guarantee a merit pay increase, nor is it a promise of continued employment.

An Employee will be given a performance evaluation date when they begin employment or change in position. During the first six (6) months of employment, an employee may be evaluated at the completion of three (3) months and at the completion of six (6) months. Employees considered for a merit pay increase may be evaluated annually.

#### **2.6.1.2 Check-Ins**

Check-Ins are informal performance evaluations designed to help the employees and their supervisors, or the General Manager gauge progress made in the daily activities, and tasks of their employees. Check-Ins may be more frequent and more conversational than a performance evaluation. The employee is encouraged to ask specific questions and speak freely. A summary of the Check-Ins will be provided to the employee and included in the employee's personnel file.

All employees participate in check-ins performed quarterly by their supervisor. The General Manager may meet with each employee annually.

## **2.6.2 Change in Position**

### **2.6.2.1 Promotion**

When District employees apply for a change in position, the District considers, among other things, the following factors:

- The qualifications for that position;
- Evaluation of the candidate's competency, experience, and ability to perform the work, as determined by past performance and examination of personnel records; and
- Ability to perform essential job functions of the applicable position.

The General Manager will consider the recommendations of the employees' immediate supervisors when reviewing qualifications for promotion. A change in position is effective upon approval by the General Manager but does not change the at-will nature of employment with the District. A promotion will result in a new anniversary date, determined by the date of promotion.

### **2.6.2.2 Lateral Transfers**

A lateral transfer is where an employee moves from one (1) position to another that has the same wage range. An employee who moves to a lateral position may not necessarily be eligible for a step increase in pay, as this transfer does not constitute a promotion. A lateral transfer does not change an employee's anniversary date.

Such transfers may be made at the request of the District, or by the employee. An employee's request will be considered and approved by the General Manager if a lateral position is vacant and only if the interests of the District are best served by doing so.

### **2.6.2.3 Demotion**

An employee's inability to perform satisfactorily in a promoted position and class may result in a return to their former position and class, provided the former position is available. An employee may also be demoted to an appropriate class, not previously held, due to unsatisfactory work performance.

## **2.6.3 Fitness for Duty Exam**

The District may require an employee to undergo a fitness for duty examination to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation when there is significant evidence that:

- a. the employee's ability to perform one (1) or more essential functions of their job has declined; or
- b. could cause a reasonable person to question whether an employee is still capable of performing one (1) or more of their essential job duties or is still capable of performing those duties in a manner that does not cause harm to themselves or others.

The District may also require that a District-approved medical provider conduct the examination. An employee who is required to pass a medical examination has the right to obtain a second medical opinion at their expense and may submit that second opinion for consideration.

## **2.7 EMPLOYEE RECORDS AND RIGHT TO PRIVACY**

### **2.7.1 General**

The District maintains a personnel file on each employee. A personnel file will contain only material that the District deems necessary and relevant or that is required by law. Personnel files are the property of the District, and access to the information it contains is restricted to protect employee privacy interests. Access to personnel files will be strictly limited to only those with a legitimate need to have such information for the District's business purposes, or if access is required by law, subpoena, or court order.

### **2.7.2 Employee Information**

Employees must notify the Human Resources Administrator promptly of any changes to their home address, phone number, name or number of their dependents, marital status, name change or any other such information necessary for accurate record keeping.

### **2.7.3. Medical Information**

All medical information about an employee or applicant is kept in separate medical files and is treated as confidential. Access to employee or applicant medical information will be strictly limited to only those with a legitimate need to have such information for the District's business purposes, or if access is required by law, subpoena, or court order. In the case of an employee with a disability, supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

### **2.7.4 Access to Personnel Files**

#### **2.7.4.1 Inspection of File**

Personnel files can be reviewed at reasonable times and at reasonable intervals, within 30 days of a written request. A former employee is entitled to inspect their personnel records one (1) time per year. (Labor Code § 1198.5(d).) A current or former employee and/or their representative who wishes to review their personnel file should make a written request to the Human Resources Administrator. (Labor Code § 1198.5(b)(2)(A).)

The inspection must occur in the presence and location of the Human Resources Administrator or designee and at a time that works best (Labor Code § 1198.5(b)(1)) without loss of compensation to the employee. (Labor Code § 1198.5(c)(2).

If a former employee files a lawsuit relating to a District personnel matter, the right to access personnel records may be suspended while the lawsuit is pending.

#### 2.7.4.2 Copies

A copy of personnel records can be obtained within 30 days after the employer receives a written request. (Labor Code § 1198.5(b)(1)). A current or former employee who wishes to receive such a copy should contact the Human Resources Administrator or designee in writing. The District may charge a fee for the actual cost of copying. (Labor Code § 1198.5(b)(1); 1198.5 (b)(2)(A).)

Prior to making a copy of personnel records or allowing inspection, the District may redact the names of nonsupervisory employees. (Labor Code § 1198.5(g).) Under no circumstances will the District provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination. (Labor Code § 1198.5(h).)

#### 2.7.4.3 Representative's Inspection

To have another person/representative inspect their personnel files, a current or former employee must provide the person/representative with written authorization. (Labor Code § 1198.5(e).) The General Manager or designee will notify the employee and/or representative of the date, time, and place of the inspection in writing.

#### 2.7.4.4 Personnel File Documents

No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.

### 2.7.5 Employment Reference

All requests from outside the District for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Administrator. Information will be released only if the employee signs an authorization for release of employment information in the form prescribed by the District, except that without such authorization the following limited information will be provided: dates of employment, classifications held, and salary range.

### 2.7.6 Personnel Records

The District will keep employee personnel files after the termination of employment per the District's record retention policy.

## 2.8 SEPARATION PROCEDURES

### 2.8.1 Resignations

To leave District service in good standing, an employee must file a written notice of resignation with the General Manager at least two (2) weeks before the employee leaves employment with the District. The General Manager may, however, grant good standing with less notice. "Resignation in good standing" does not include employees who resign while on suspension or while charges or disciplinary actions are pending or resign to avoid dismissal. A resignation becomes final when the General Manager or designee accepts the resignation in writing. Once a resignation has been accepted, it is final and irrevocable.

Nothing in this Resignation Policy is intended to or should be taken to limit the at-will employment relationship between the employee and the District. Either the employee or the District can terminate employment at any time with or without cause and with or without advance notice.

### **2.8.2 Layoffs**

The General Manager may abolish any position of employment as necessary for economic or operational reasons and the employee holding such a position may be laid off, transferred to a lateral position, or demoted.

### **2.8.3 Exit Procedures**

Upon leaving employment with the District, each employee must return all District property in as good a condition as when received (normal wear and tear excepted) including but not limited to uniforms, keys, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials and similar items relating to the business of the District to the General Manager or designee. The employee may be asked to participate in an exit interview with the Human Resources Administrator or designee. Each employee will be asked to sign a Personnel Action Form confirming receipt of the final paycheck and that all District property has been returned.

The Human Resources Administrator will provide each employee with information regarding any conversion or continuation rights to insurance benefits. When leaving the District, employees and their dependents may have the right to continue group medical and dental benefits at their own expense temporarily under state and federal statute, commonly known as Cal-COBRA and COBRA, respectively.

**3.1. PROFESSIONAL CONDUCT****3.1.1 Professional Conduct**

District employees are expected to maintain a professional standard of conduct in the performance of their duties. Unsatisfactory performance and/or misconduct may subject an employee to discipline up to and including termination of employment.

**3.1.2 Chain of Command**

When an employee is seeking clarification on policies, procedures, or specific assigned tasks, those questions should be directed to the employee's supervisor. The District encourages employees to follow the chain of command in these instances to ensure that the matter is handled at the level nearest the problem and by the individuals who are most knowledgeable. If the situation cannot be resolved satisfactorily, the matter can be escalated to the next level in the employee's chain of command.

**3.2. DISCIPLINE****3.2.1 General**

District policies, practices and procedures are not intended to create a contract of employment and do not, in any fashion, alter the at-will employment relationship under which the District operates. The District has the right to terminate an employee at any time without having to prove cause or justification, and without any recourse to a grievance procedure or an appeal right. However, the District may choose to utilize discipline to address an employee's performance.

**3.2.2 Unacceptable Conduct**

The following is a non-exhaustive list of conduct that is prohibited:

- Falsification or allowing the falsification of employment records, including time sheets, employment information, or other District records.
- Inability to perform required job duties.
- Neglect of duty.
- Deliberate or grossly negligent damage of any District property or the property of any employee or customer.
- Participating in horseplay or practical jokes on District time or on District premises.
- Possessing a weapon while on duty. "Weapon" is defined as a firearm, chemical agent, club or baton, knife, or any other device, tool, or implement that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.
- Possessing any open container of alcohol or possession of illegal drugs while on District property or using District equipment while under the influence of any impairment substances.
- Insubordination, including but not limited to failure or refusal to obey the lawful orders or instructions of a supervisor or member of management, or use of abusive or threatening language toward a supervisor or member of management.
- Unreported, unauthorized, or habitual absence or tardiness.
- Abuse of personal time off or vacation.

- Failure to report unsafe or otherwise harmful situations to a supervisor.
- Sleeping on the job.
- Failure to observe work schedules including rest and lunch periods.
- Engaging in criminal conduct.
- Discourteous treatment of the public or fellow employees.
- Causing, creating, or participating in a disruption of any kind during working hours or on District property.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during the employee's working time or the working time of the employee solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include employee meal and break periods.)
- Failure of a non-exempt employee to obtain permission to leave work for any reason during normal working hours.
- Unauthorized use of District equipment, time, materials, facilities, or the District's name.
- Excessive personal telephone calls during working hours that interfere with District business.
- Failure to provide a physician's certificate when requested or required to do so.
- Wearing unprofessional or inappropriate styles of dress while working.
- Working overtime without authorization or refusing to work assigned overtime.
- Committing a fraudulent act or a breach of trust under any circumstances; dishonesty.
- Violation of policies or procedures contained in this manual or any revisions thereof.

### **3.2.3 Corrective and Disciplinary Action**

The General Manager or designee has sole discretion and right to determine what corrective or disciplinary action is appropriate in each situation and is not required to treat each corrective or disciplinary action as a step in a series of progressive discipline. The following is a non-exhaustive list of disciplinary actions the District may impose:

#### **3.2.3.1 Counseling Memorandum**

A counseling memorandum will be provided to an employee to identify: a failure of appropriate conduct or performance issue; the performance the employee is to demonstrate in the future; and consequences for failure to correct the behavior or problem. A counseling memorandum will be retained in the supervisor's file until the completion of the evaluation year, and then documented in the employee performance evaluation, as the supervisor deems necessary.

#### **3.2.3.2 Verbal Reprimand**

A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the employee performance evaluation, as the supervisor deems necessary.



#### 3.2.3.3 Written Reprimand

A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A written reprimand will be retained in the employee's personnel file and documented in the employee performance evaluation. The employee has the right to have their written rebuttal attached to the reprimand in the employee's personnel file if the employee submits the rebuttal to the issuing supervisory employee or to the Human Resources Administrator within five (5) business days after the reprimand is received.

#### 3.2.3.4 Suspension Without Pay

The District may suspend an employee from their position without pay for cause. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final and documented in the employee performance evaluation. Employees who are exempt from Fair Labor Standards Act (FLSA) overtime will only be suspended as authorized by the FLSA.

#### 3.2.3.5 Reduction in Pay or Paid Leave

The District may reduce an employee's pay or paid leave for cause. A reduction in pay for disciplinary purposes may take one (1) of three (3) forms:

1. A decrease in base rate of pay to a lower step within the salary range;
2. A decrease in base rate of pay to an employee for a fixed period of time; or
3. Loss of accrued paid vacation or administrative leave, floating holiday, or compensatory time off.

Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final and documented in the employee performance evaluation.

#### 3.2.3.6 Demotion

The District may demote an employee from their current position to a lower-level position with the appropriate wage allocation for cause. The employee must still meet the minimum qualifications for the lower-level position. The demoted employee shall not be eligible for a promotion for a period of six (6) months unless an earlier date is otherwise recommended and approved by the General Manager.

A new Employee Performance Evaluation date shall be established unless otherwise recommended and approved by the General Manager.

Documents related to a demotion shall become part of the employee's personnel file when the demotion is final and documented in the employee performance evaluation.

#### 3.2.3.7 Termination

The District may dismiss an employee from their position for cause. Documents related to the dismissal shall become a part of an employee's personnel file when the dismissal is final.

### **3.3 EXPECTATIONS**

#### **3.3.1 Personal Appearance**

Maintaining an appropriate professional appearance is essential to employment at the District. Appropriate appearance means attire and overall appearance that reflects positively on the District, meets the day-to-day needs of the work being done, and is consistent with this policy.

As representatives of the District, employees must present a clean and professional image to customers, coworkers, and management. Employees must practice good grooming and personal hygiene. Employees must dress in uniform, and appropriate safety wear if required or in a professional and appropriate manner otherwise. Appropriate footwear must be always worn during work hours or on stand-by duty.

Employees should check with their supervisor for guidance on questions relating to their workplace attire.

Employees who may be called on to switch job assignments during the day must have appropriate work-related changes of clothing with them for the assignment.

#### **3.3.2 Logo Attire**

Employees may only wear District uniforms for District-related business and shall not publicly wear District uniforms during non-work hours or for purposes unrelated to the provision of services for the District. Employees who fail to comply will be subject to discipline.

To maintain professional appearances and to prevent non-employees from wearing disposed District clothing, all worn District uniforms must be discarded.

#### **3.3.3 Customer Relations**

The District's image to customers and the public is critical to our success. Accordingly, each employee is responsible for ensuring that their personal image and the District's image is raised to the highest possible level. All employees are expected to be prompt, polite, courteous, and attentive to District customers and the public.

#### **3.3.4 Limitations on Solicitations, Distribution and Access**

Employees are prohibited from soliciting for charitable, nonprofit or personal activities during work hours. Circulating materials, such as school fundraisers or charitable walk-a-thons, is permitted during meals or breaks and before or after work.

### 4.1 WORKING HOURS

#### 4.1.1 Regular Hours of Work

The District has designated a 9/80 workweek schedule for all employees. The 9/80 workweek schedule consists of eight (8) workdays of nine (9) hours and one (1) workday of eight (8) hours for a total of 80 hours during two (2) consecutive workweeks. For all employees working a 9/80 schedule their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week that constitutes their alternative flex day off (FDO). The District's 9/80 work schedule provides FDO on alternating Fridays.

See Appendix F - 9/80 Alternative Workweek Policy.

Employees' hours include an unpaid 30-minute meal break, and two paid 10-minute breaks during each consecutive four (4) hours worked.

#### 4.1.2 Attendance and Punctuality

Attendance and punctuality, that is observant of scheduled hours on a regular basis, is an essential function.

##### 4.1.2.1 Attendance

Employees who are unable to report for work on any day must call their supervisor no less than 30 minutes before the beginning of the workday. Absent extenuating circumstances, employees must call in on any day they are scheduled to work and will not report to work. When an employee is absent for three (3) or more consecutive days, resulting from an injury or illness, a doctor note shall be required before the employee returns to work.

##### 4.1.2.2 Punctuality

An employee who is not at work and ready to start working at their scheduled work time is considered tardy. More than three (3) instances of tardiness by a non-exempt employee during any 12-month period is considered excessive. Any unexcused absence is considered excessive. Excessive tardiness or absence is grounds for discipline, up to and including termination.

##### 4.1.2.3 Request for Time Off

Employees shall request leave in advance with a minimum number of days' notice equal to the number of days of planned leave.

##### 4.1.2.4 Excessive Absences

One (1) or more absences that is not preapproved, in consecutive pay periods may be excessive and subject to review by the General Manager and may be grounds for discipline, up to and including termination.

#### 4.1.3 Job Abandonment

A constructive resignation occurs and is effective when an employee has been absent from duty for three (3) or more consecutive working days without

authorized leave. The District may consider that a constructive resignation has occurred due to the absence, or that the absence provides a reasonable basis for believing that the employee has abandoned the job.

At minimum, one (1) phone call to speak with the employee will occur. A voice message may be left for the employee.

After being absent for three (3) consecutive working days, a written notice will be sent via United States Postal Service (USPS). Priority Mail, including a Proof of Service Form, to the employee. If known, a notice may also be sent to the employee's personal e-mail address. The employee will be given written notice, at the employee's address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for employee's unauthorized absence. The employee will be provided five (5) calendar days to respond in writing why their employment with the District should not be terminated due to job abandonment or to arrange for an appointment with the General Manager before final action is taken to explain the unauthorized absence and failure of timely notification. The decision of the General Manager is final.

## **4.2 COMPENSATION**

### **4.2.1 Overview**

The District uses a salary schedule to determine the compensation for each job classification. The District's goal is to be an employer of choice with the objective of providing the employees with competitive salaries and benefits. Any monetary changes to the salary schedule shall be approved by the Board.

The current salary schedule is available to employees and posted on the District's website.

### **4.2.2 Pay Periods**

All employees of the District are paid every other Wednesday. Time sheets for payroll are due to the Finance Department on Monday before the pay date. The biweekly payroll covers work performed for an 80-hour pay period for all employees. Direct deposit is encouraged for all employees. Further information on direct deposit is available from the Human Resources Administrator.

All employees are expected to enter their time worked every day on their time sheet, which must be turned in by 8:00 a.m. on the payroll due date. Employees should direct questions regarding payroll to their supervisors. The employee's responsibility is to complete the time sheet accurately and submit it to their supervisor to review and approve. Failure to submit an accurate time sheet on time may result in a delay of payment or discipline, up to and including termination if the inaccuracy is intentional or due to gross negligence.

### **4.2.3 Cost of Living Adjustment**

Cost of living adjustments (COLA) may be made annually at the determination and discretion of the Board. The COLA is based on the average of the All Cities CPI – U, Western CPI – U, and San Francisco CPI-U.

COLAs shall be used in computing all salary-related costs and shall be effective on a date designated by the Board.

#### **4.2.4 Merit Increase**

Employees considered for a merit pay increase may be eligible for one (1) step increase per year, if they have consistently rated above average on their performance evaluations and have otherwise excelled in the performance of their job duties beyond what is ordinarily expected. Any decision to award a merit pay increase is made by and at the discretion of the employee's direct supervisor and the General Manager. A positive performance evaluation does not guarantee a merit increase.

An employee's base rate of pay may be adjusted upward in a single fiscal year in an amount not to exceed five (5)% at the General Manager's discretion. Base rate of pay adjustments exceeding five (5)% in a single fiscal year, with the exception of promotions, will require approval by the Board.

#### **4.2.5 Working Early/Staying Late**

Non-exempt employees shall not enter or remain in District work areas for any purpose except to report for, be present during and to conclude a work period. Without approval by their supervisor, non-exempt employees must not begin work and clock in at their working area more than seven (7) minutes before they are scheduled to begin and must stop work and clock out from their work area no later than seven (7) minutes after their work scheduled for the day is completed. The work area does not include District parking lots, gates or other similar outside areas. Employee work time is rounded up or down to the nearest 15 minutes interval.

*EXAMPLES: An employee clocks out at the end of a workday at 5:03 pm. Their timecard will be rounded down to 5:00. Another employee stays a few minutes later at their supervisor's request and clocks out for the day at 5:12 pm. Their timecard is rounded up to 5:15 pm.*

#### **4.2.6 Overtime Pay**

Non-exempt employees shall be eligible for overtime compensation. No employee shall work overtime unless the employee's immediate supervisor authorizes the additional work time. Employees who work unauthorized overtime will be compensated for such work, but will be subject to discipline, up to and including termination.

All hours worked over a regularly scheduled nine (9) hour workday or time worked in excess 40 hours in a workweek shall be paid at the overtime rate of one and a half (1.5) times the employee's base rate of pay. An employee will be paid for overtime worked by rounding up to the nearest 15-minute interval.

Time worked includes vacation, personal leave, or other leave whether paid or unpaid. No employee may work more than 12 hours in a 24-hour period without the approval of the General Manager or their designee.

Exempt employees are not eligible for overtime pay.

#### **4.2.7 On-Call Duty**

A schedule is maintained by a designated supervisor whereby qualified operation employees are assigned on a rotational basis to be on-call on weekends, holidays, and other times outside of regular business hours for the District. Employees assigned to on-call duty are paid \$85 per day.

Each qualified operation employee is eligible for on-call duty. Employees may volunteer to be added to the on-call list. If required, the District can mandate an employee to serve on-call duty. Any employees who would like to switch their scheduled on-call week(s) must find their own replacement, except in cases of illness or emergency. The employee must obtain approval from the designated supervisor at least seven (7) days in advance of their scheduled on-call shift.

Employees serving on-call will be scheduled for weekend service for routine operations and maintenance activities necessary outside of regular business hours. Employees will be compensated in accordance with the overtime provision from the time of their arrival at the Railroad Water Treatment and Storage Facility (RRWTSF) to the completion of their daily activities, which shall end at the RRWTSF.

#### **4.2.8 Call-Out**

Employees serving on-call are subject to a call-out event. Employees who respond to a call-out event will be compensated for travel time from their homes to the event location. An on-call, non-exempt employee who is called to work outside of their regularly scheduled shift shall be paid for a minimum of two (2) hours in accordance with the overtime provision.

*EXAMPLE: Sam is on-call on a Thursday evening when he receives a call-out to a suspected leak. While he is at the site investigating the leak, he receives another call for a water turn-on. These two (2) calls are a single call-out and Sam will be paid a minimum of two (2) hours, plus any additional time it takes to complete the second work order.*

#### **4.2.9 Call Back**

If an employee has completed their normal work shift, has left work, and is requested to return to work by a supervisor, the employee shall be compensated two (2) hours minimum, plus any hours of work more than two (2) hours in accordance with the overtime provision.

The two (2) hour minimum shall apply only when an employee is required to physically return to work (e.g. leave home or another off-duty location) to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home, shall be compensated at one and a half (1.5) times pay in accordance with the overtime provision.

Call back provisions, including the two (2) hour minimum, shall not apply if an employee is called to work within one (1) hour of the employee's normal starting time. An employee who is called to work within the one (1) hour prior to the normal starting time, shall be compensated in accordance with the overtime provision.

*EXAMPLE: Fred's normal work schedule is 7:00 AM to 4:30 PM. Fred receives a call back at 6:00 AM and must come into work early. Since the call back is no more than one (1) hour prior to Fred's normal start time, Fred will not receive a two (2) hour minimum pay, he will receive one (1) hour of pay.*

#### **4.2.10 Working on Holidays**

Employees required to work on a scheduled holiday shall be paid one and a half (1.5) times the employee's base rate of pay.

#### **4.2.11 Commercial Class A License Differential Pay**

All full-time, non-exempt water distribution and treatment operators, including supervisors, are eligible to receive differential pay for holding a California commercial Class A license (Class A license) during employment with the District. Any operator possessing a Class A license shall be paid a differential of \$1.50 per hour above their regular rate of pay.

Operators have the sole responsibility of providing copies of their license and renewals to the Human Resources Administrator. Operators must provide evidence that the license is current for compensation to be considered. If the license has expired, the related compensation will stop. In no event will retroactive differential pay be awarded for changes in policy or an operator's failure to provide or maintain proof of a current license in their personnel file. All requests for differential pay will be made to the Human Resources Administrator and codified with a Personnel Action Form.

#### **4.2.12 Longevity Pay**

Longevity Pay recognizes and rewards employees' long-term service to the District. Effective January 1, 2026, Longevity Pay will be paid with wages each payday rather than as a lump sum on the employee's anniversary date.

Employees become eligible for Longevity Pay after completing five (5) full years of continuous service with the District. Payments begin in the sixth (6th) year of service and increase by one-half percent (0.5%) of base compensation for each additional completed year thereafter, capping at five percent (5%) in the fifteenth (15th) year of service. The applicable percentages are shown in the table below.

Longevity Pay is calculated and paid on a bi-weekly basis and will be based on the employee's base rate of pay at the time of each pay period. The base rate will include any adjustments resulting from cost-of-living adjustments, merit increases, or promotions. Longevity Pay begins the first full pay period following the employee's eligibility anniversary (i.e., the first full pay period after the employee's Five (5) year anniversary). Employees on approved leave for any reason (including workers' compensation) remain eligible to earn and receive Longevity Pay.

Employees who separate from the District and are later re-employed will not receive credit for prior service when determining eligibility for Longevity Pay. Years of service are not cumulative following a break in service.

Longevity Pay is reportable to CalPERS as Incentive Pay under Special Compensation and will be included in the employees' reportable earnings unless otherwise prescribed by law.

Beginning Years of Service	Rate of Longevity Pay
6	0.5%
7	1%
8	1.5%
9	2%
10	2.5%
11	3%
12	3.5%
13	4%
14	4.5%
15	5%

#### **4.2.13 Wage Garnishment**

The District must comply with court orders directing garnishment of wages. A garnishment will reduce the employee's take-home pay.

#### **4.2.14 No Volunteering of Work Time**

All time spent for the benefit of the District must be reported as hours worked on time records so that the employee is paid for all work. Overtime-eligible employees may not "volunteer" work time to perform duties that are the same or similar as their stated or regular job duties. Employees have no authorization to work without compensation. No supervisor has authority to request overtime-eligible employees to volunteer work time.

#### **4.2.15 Y-Rate**

The District may choose to Y-rate an employee when their salary grade is determined, by a salary and compensation study, to be above the wage range assigned. The process of y-rating will allow the employee's base rate to remain the same. Y-rating will automatically end once future increases bring the employee's new wage range up to a level where the employee's Y-rated wage falls within the new wage range.



**5.1 INTRODUCTION****5.1.1 Notice**

This chapter of the Employee Policy Manual is intended to provide a general overview of the benefits currently available to eligible employees of the District. State and/or federal laws govern some of these benefits, while others are determined by the Board or governed by a benefit provider. Should there be a discrepancy between the contents of this Manual and a provision of an applicable law, benefit plan, or contract, then the law, plan document, or contract will prevail.

This Manual does not describe all the exclusions, limitations, or conditions of the benefit programs. Employees who wish to review any official plan documents or who have questions about employee benefits may make an appointment with the Human Resources Administrator for that purpose.

The Board reserves the right to curtail, reduce, change, suspend or discontinue any non-vested benefit in its sole discretion at any time. Employees will be notified of any changes in employee benefit programs. The Board's right to make these changes is not limited by an employee's length of service or by an employee's reliance on availability of benefits or any other factor. Part-time and temporary employees are not eligible for benefits unless required by law.

**5.1.2 Administration of Employee Benefits**

All the employee benefit programs at the District are administered by the Human Resources Administrator or their designee.

**5.2 HOLIDAYS****5.2.1 Observed Holidays**

The District observes the following 12 holidays as paid holidays each fiscal year, including one (1) floating holiday. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

- Floating Holiday
- July 4th, Independence Day
- First Monday in September, Labor Day
- November 11th, Veterans' Day
- Fourth Thursday in November, Thanksgiving Day
- Fourth Friday in November, Day after Thanksgiving Day
- December 25th, Christmas
- January 1st, New Year's Day
- Third Monday in January, Martin Luther King's Birthday
- Third Monday in February, Presidents' Day
- Last Monday in May, Memorial Day
- June 19th, Juneteenth National Independence Day

#### 5.2.1.1 Floating Holiday

Each fiscal year, regular full-time employees are granted one (1) floating holiday. This time will be credited during the first pay period of July and may be used at the employee's discretion, subject to supervisor approval and operational needs. Floating holidays may not be accumulated or carried over into the next fiscal year and must be used by June 30<sup>th</sup>.

Newly hired regular full-time employees will receive a pro-rated floating holiday based on their start date:

- a. Employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> will receive one (1) floating holiday for the fiscal year.
- b. Employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> will receive one-half ( $\frac{1}{2}$ ) floating holiday for the fiscal year.

#### 5.2.1.2 Additional Floating Holiday(s) Due to 9/80 Schedule

If a holiday falls on a 9/80 Flex Day Off, employees will receive one (1) floating holiday for each occurrence, credited the first pay period in July.

Newly hired employees will receive pro-rated additional floating holiday(s) using the pro-rated Floating Holiday example above.

#### 5.2.1.3 Exceptions

In the event any of the holidays occur on a day an employee is on personal time off (PTO) or vacation, the employee shall not be charged vacation or PTO time for that day.

### 5.3 PERSONAL TIME OFF

#### 5.3.1 Personal Time Off

The District provides PTO to its regular full-time employees. This benefit is a method of furthering the health and general welfare of the employees, as well as establishing standards to ensure maximum and reasonable job attendance.

##### 5.3.1.1 Eligibility and Accrual

Regular full-time employees begin to accrue PTO benefits on the first day after completing their first full month of employment based on their date of hire.

*EXAMPLE: An employee beginning work at the District on March 15<sup>th</sup> will begin accruing PTO benefits on April 16<sup>th</sup>.*

Regular full-time employees accrue eight (8) hours of PTO benefits during each month of service in which they are actively employed by the District in a paid status.

##### 5.3.1.2 Maximum Accrual

PTO can be accrued up to the maximum of 320 hours (8 weeks). Employees who have reached the maximum accrual will cease accruing until the employee has used enough personal time to fall under the

maximum. Employees may, upon written request and approval by the General Manager, be permitted to receive a cash payment for all or part of their accrued, unused PTO balances.

#### 5.3.1.3 Use of Personal Time Off

PTO can be used for any reason. PTO may be granted in minimum units of a quarter hour provided such time has been earned at the time of use. Selection of PTO dates is subject to written approval from the employee's supervisor with a minimum notice of one day per each day requested.

*EXAMPLE: If a regular full-time employee requests five (5) PTO days off, the employee must provide a written request five (5) business days prior to the start of requested PTO.*

The use of any PTO is the responsibility of the employee and must be noted on the employee's time sheet for each pay period in which time is taken.

Upon separation from service, unused accrued PTO will be paid to regular full-time employees.

#### 5.3.1.4 When Personal Time Off is Exhausted

If an absent employee exhausts their accrued PTO, the employee may request unpaid time off subject to the approval by the General Manager.

### 5.4 SICK LEAVE FOR PART-TIME EMPLOYEES

Part-time employees who work 30 or more days within a calendar year from commencement of employment are eligible for sick leave.

Eligible part-time employees shall accrue sick leave at the rate of one (1) hour for every 30 hours worked. Eligible part-time employees may use accrued sick leave starting on the 90th day of their employment to address the diagnosis, care, or treatment (including preventive treatment) of an existing health condition. Such care or treatment may be for the employee, the employee's family member, or for an employee who is the victim of domestic violence, sexual assault or stalking to engage in protected activities, such as seeking medical attention or counseling, obtaining a restraining order, and participating in safety planning.

Eligible part-time employees may use up to 40 hours of accrued sick leave annually. Eligible part-time employees may accrue up to and carry over to the following year a maximum of 48 hours of sick leave. Accrued but unused sick leave will not be paid out upon termination of employment.

### 5.5 PAID ADMINISTRATIVE BENEFITS

#### 5.5.1 Paid Administrative Benefits

The District provides paid administrative benefits to its regular full-time exempt employees. This benefit is a means of rewarding and encouraging management employees to participate in and attend meetings, activities, and events on behalf of the District and to spend time outside of normal working hours otherwise in the service of the District. Paid administrative benefits is not

considered vacation and is a privilege of paid time away from work. Paid administrative leave is not provided as accrued time-off and is not a form of deferred compensation.

#### 5.5.1.1 Eligibility

Regular full-time exempt employees may request to use up to 80 hours of paid administrative benefits each fiscal year (July 1<sup>st</sup>).

New exempt employees or promoted employees will be eligible to request to use paid administrative benefits on the first day of their exempt status as follows:

- a. If the start date falls after July 1<sup>st</sup>, but before December 31<sup>st</sup>, the exempt employee will be eligible to use up to 80 hours of paid administrative benefits.
- b. If the start date falls after January 1<sup>st</sup>, but before, June 30<sup>th</sup>, the exempt employee will be eligible to use up to 40 hours of paid administrative benefits.

#### 5.5.1.2 Use of Paid Administrative Benefits

Paid Administrative Benefits may be granted in minimum units of a quarter hour provided such time is available at the time of use. Selection of paid administrative benefit dates is subject to written approval from the employee's supervisor with a minimum notice of one (1) day per each day requested.

*EXAMPLE: If a regular full-time exempt employee requests five (5) paid administrative benefit days off, the employee must provide a written request five (5) business days prior to the start of requested paid administrative benefits.*

The use of paid administrative benefits must be recorded in the District's payroll records.

Unused Paid Administrative Benefits are not eligible for cash-out and do not roll over. Unused Paid Administrative Benefits are forfeited by the employee at the end of the fiscal year. Upon separation of service, unused paid administrative benefits will not be paid to eligible employees.

## 5.6 VACATION BENEFITS

### 5.6.1 Vacation Benefits

The District provides vacation benefits to its regular full-time employees. This benefit is a method of furthering health and general welfare, as well as establishing standards to ensure maximum and reasonable job attendance.

#### 5.6.1.1 Eligibility and Accrual

Regular full-time employees begin to accrue vacation benefits on the first day after completing their first full month of employment based on their date of hire. Regular full-time employees accrue vacation benefits during each month of service in which they are actively employed by the District

in a paid status. Each month, an employee will accrue the hours listed in the table below.

*EXAMPLE: An employee beginning work for the District on March 15<sup>th</sup> will begin accruing 3.34 vacation hours on April 16<sup>th</sup>. By the end of their first year, they will have accrued 40 vacation hours. When an employee reaches their first-year anniversary, they will be entering their second year of employment and will begin to accrue 6.68 vacation hours per month, for a total of 80 hours of vacation per year. This accrual will continue until they reach their fourth-year anniversary.*

Regular full-time employees will accrue paid vacation benefits based on a full month of service as follows:

<b>From the beginning of year...</b>	<b>Until the end of year:...</b>	<b>Hours Accrued Monthly:</b>	<b>Equivalent Vacation Hours Accrued Yearly:</b>
0	1	3.34	40
2	4	6.68	80
5	9	10.00	120
10	14	13.34	160
15	19	16.67	200
20+		0.67+	Additional 8 hours per year

#### 5.6.1.2 Maximum Accrual

Vacation benefits may be accrued up to a maximum of 320 hours (8 weeks). Employees who have reached the maximum accrual cease to accrue vacation benefits until they have used enough vacation hours to fall under the maximum. Employees may, upon written request and approval by the General Manager, be permitted to receive a cash payment for all or part of their accrued, unused vacation benefits.

#### 5.6.1.3 Use of Vacation Benefits

Vacation benefits may not be used until they are accrued. Vacation benefits may be granted in minimum units of a quarter hour provided such time has been earned at the time of use. Employees are encouraged to take at least five (5) consecutive vacation benefit days during each calendar year. Selection of vacation benefit dates is subject to written approval from the employee's supervisor with a minimum notice of one (1) day per each day requested.

*EXAMPLE: If a regular full-time employee requests five (5) vacation days off, the employee must provide a written request five (5) business days prior to the start of requested vacation.*

Employees must take work schedules into consideration when requesting and/or granting leave to ensure adequate coverage.

It is the employee's responsibility to record used vacation hours on their time sheet.

Eligible employees may take no more than 15 consecutive working days of vacation benefits in a single vacation leave unless approved by the General Manager. Upon separation from service, unused accrued vacation benefits will be paid to employees.

**5.6.1.4 When Vacation Benefits are Exhausted**

If an employee exhausts their accrued vacation benefits, the employee may request unpaid time off subject to the approval by the General Manager.

## **5.7 CATASTROPHIC ILLNESS LEAVE DONATION**

### **5.7.1 Catastrophic Illness Leave Donation**

Employees are allowed to voluntarily donate accrued leave time to fellow employees who are incapacitated due to a medical emergency and who have exhausted all other paid leave credits, including any sick leave (if applicable), PTO, vacation benefits, floating holiday time, and paid administrative benefits.

**5.7.1.1 Medical Emergency**

For purposes of this policy, a "medical emergency" means a medical condition of the employee or an immediate family member of the employee that will require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave.

**5.7.1.2 Donated Leave Requests and Receipt**

All leave donations and requests for receipt of donated leave must be approved by the General Manager. The General Manager may approve a donation request in full, deny it outright, or approve it at a reduced number of hours. The decision whether to approve a leave donation or the receipt of donated leave is made at the sole discretion of the General Manager and is not subject to any grievance procedure.

**5.7.1.3 Qualifications for Leave Donations**

To qualify for leave donations, an employee must submit a written application describing the medical emergency to the Human Resources Administrator. The application should include appropriate verification of the need for leave from the employee's or family member's medical provider. The application must also specify the number of leave hours requested. The employee may, but is not required to, voluntarily include information about the nature of the medical emergency to inform prospective leave donors. Although an employee is ineligible to receive donated leave while they have accrued leave available, a donation application may be submitted prior to the anticipated date that all leave balances will be exhausted.

#### 5.7.1.4 Medical Information

Upon receipt of a valid request for donations from an eligible employee, the Human Resources Administrator shall prepare a notice to all District employees of the eligible employee's need for donations. Confidential medical information shall not be included in the posted notice unless voluntarily provided by the requesting employee for this purpose.

#### 5.7.1.5 Voluntary Donations

All donations are entirely voluntary. Donations are irrevocable, as donated leave is deemed to be surrendered to the District. The Employee shall be responsible for compliance with all applicable state and federal tax laws concerning the leave donation and the deductibility thereof.

Donations must be made in whole-hour increments. The value of donated hours will be calculated at the donating employee's regular rate of pay, then converted to hours of sick leave at the recipient's regular rate of pay to the nearest hour to determine the number of hours of sick leave available to the recipient.

In accordance with IRS Ruling 90-20, leave donated is not considered wages for the employee who donates the leave and will, therefore, not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

## 5.8 INTEGRATION OF OTHER BENEFITS

### 5.8.1 Workers' Compensation

A covered employee who is entitled to receive temporary disability indemnity under the California Labor Code (Workers' Compensation) may elect to take only that portion of accumulated sick leave (if applicable), PTO, or vacation benefit that, when added to the employee's disability indemnity, will equal the employee's total base salary. The election must be made by filing a request to integrate these benefits with the Human Resources Administrator prior to the end of the bi-weekly pay period.

### 5.8.2 State Disability Insurance (SDI)

Eligible employees are covered by State of California Disability Insurance pursuant to the California Unemployment Insurance Code. Disability insurance is payable when the employee cannot work because of illness or injury not caused by employment at the District, or when the employee is entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability payments are available from the Human Resources Administrator. Any combination of SDI, with accrued leave(s) may not exceed 100% of the employee's current wage.

### 5.8.3 Social Security

Regular full-time employees do not pay into Social Security. Employee wages are subject to Medicare tax. Temporary employees shall pay into Social Security and employee wages are subject to Medicare tax.

## 5.9 INSURANCE BENEFITS

### 5.9.1 Group Medical Insurance

#### 5.9.1.1 Coverage Effective Date

Group medical insurance coverage begins on the first day of the month following one (1) full month after employment.

*EXAMPLE: If a regular full-time employee begins employment on January 4<sup>th</sup>, the medical insurance is effective on March 1<sup>st</sup>*

#### 5.9.1.2 Eligibility

Regular full-time employees and eligible part-time employees are insured by a choice of group medical plans sponsored by the District. Employees are required to work a minimum of 20 hours per week to be eligible for group medical insurance.

Each employee should verify eligibility for coverage before undergoing treatment to ensure that treatment is covered.

#### 5.9.1.3 Coverage

Employees may not opt out of group medical insurance coverage. Coverage shall be in accordance with the terms of the medical insurance plan as it exists. Employee's family members, including registered domestic partners, may participate in the medical insurance plans offered by the District. Coverage may be maintained for children to the age of 26.

For regular full-time employees and eligible part-time employees, open enrollment will be held once a year, to allow the selection of health plans. Individuals with a qualifying event, as defined by federal law, such as a change in marital status or change in number of dependents, may make a change within the individuals' medical plan by contacting the Human Resources Administrator within 10 days of the qualifying event to obtain the required form. Employees with a non-qualifying event, such as an address change, must also contact the Human Resources Administrator as quickly as possible.

#### 5.9.1.4 District Contribution

The District's contribution to group medical insurance premiums will be as set forth in the District's Summary of Benefits provided to employees during open enrollment. The District reserves the right to eliminate or modify any of its benefits at any time.

For employees using the Consumer Driven Health Plan (CDHP) a Health Savings Account (HSA) is incorporated. For information on the HSA, see section 5.10.2.

Group medical insurance coverage will not be covered by the District during an unpaid leave of absence or during disability leave (other than the District's pregnancy disability leave policy). In such cases, the



employee may reimburse the District for the premium (which may include an administration fee).

Continuance of group medical insurance coverage upon separation from the District will be provided under COBRA.

See Appendix J - Maximum Monthly Medical insurance Contributions policy.

For current maximum contributions or other questions regarding group medical insurance, please contact the Human Resources Administrator.

## **5.9.2 Group Dental Insurance**

### **5.9.2.1 Coverage Effective Date**

Group dental insurance coverage begins on the first day of the month following one (1) full month after employment.

*EXAMPLE: If a regular full-time employee begins employment on January 4<sup>th</sup>, the group dental insurance coverage is effective on March 1<sup>st</sup>.*

### **5.9.2.2 Eligibility**

Regular full-time employees and eligible part-time employees are insured by group dental insurance coverage sponsored by the District. Employees are required to work a minimum of 20 hours per week to be eligible for group dental insurance.

### **5.9.2.3 Coverage**

Employees may not opt out of group dental insurance coverage. Coverage shall be in accordance with the terms of the group dental insurance plan as it exists. Employee's family members, including registered domestic partners, may participate in the group dental insurance plan offered by the District. Coverage may be maintained for dependent children to the age of 26.

### **5.9.2.4 District Contribution**

The District will pay the group dental insurance plan premiums for eligible employees, and for eligible dependents. The District reserves the right to eliminate or modify any of its benefits at any time.

Group dental insurance plan coverage will not be covered by the District during an unpaid leave of absence or during disability leave (other than the District's pregnancy disability leave policy). In such cases, the employee may reimburse the District for the premium (which may include an administration fee).

In the event of any increase in group dental insurance plan premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage at the discretion of the Board.

Continuance of group dental insurance plan coverage upon separation from the District will be provided under COBRA.

For further information regarding group dental insurance, please contact the Human Resources Administrator.

### **5.9.3 Group Life Insurance**

#### **5.9.3.1 Coverage Effective Date**

Group life insurance plan coverage begins on the first day of the month following one (1) full month after employment.

*EXAMPLE: If a regular full-time employee begins employment on January 4th, the group life insurance plan coverage is effective on March 1st.*

#### **5.9.3.2 Eligibility**

Regular full-time employees and eligible part-time employees are insured by a group life insurance plan. Employees are required to enroll in the group life insurance plan. Employees are required to work a minimum of 20 hours per week to be eligible for group vision insurance coverage.

#### **5.9.3.3 Coverage**

Employees may not opt out of group life insurance plan coverage. Coverage shall be in accordance with the terms of the group life insurance plan as it exists.

Group life insurance coverage will not be covered by the District during an extended leave of absence (other than pregnancy disability leave).

#### **5.9.3.4 District Contribution**

The District will pay the group life insurance plan premium rates for eligible employees and for eligible dependents. The District reserves the right to eliminate or modify any of its benefits at any time.

Group life insurance plan coverage will not be covered by the District during an unpaid leave of absence or during disability leave (other than the District's pregnancy disability leave policy). In such cases, the employee may reimburse the District for the premium (which may include an administration fee).

In the event of any increase in group life insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage at the discretion of the Board.

For further information regarding group life insurance plan coverage, please contact the Human Resources Administrator.

### **5.9.4 Group Vision Insurance**

#### **5.9.4.1 Coverage Effective Date**

Group vision insurance plan coverage begins on the first day of the month following one (1) full month after employment.

*EXAMPLE: If a regular full-time employee begins employment on January 4th, the group vision insurance plan coverage is effective on March 1st.*

**5.9.4.2 Eligibility**

Regular full-time employees and eligible part-time employees are insured by a group vision insurance plan. Employees are required to enroll in the group vision insurance plan. Employees are required to work a minimum of 20 hours per week to be eligible for group vision insurance coverage.

**5.9.4.3 Coverage**

Employees may not opt out of group vision insurance plan coverage. Coverage shall be in accordance with the terms of the group vision insurance plan as it exists. Employee's family members, including registered domestic partners, may participate in the group vision insurance plan offered by the District. Coverage may be maintained for children to the age of 26.

**5.9.4.4 District Contribution**

The District will pay the group vision insurance plan premium rates for eligible employees and for eligible dependents. The District reserves the right to eliminate or modify any of its benefits at any time.

Group vision insurance plan coverage will not be covered by the District during an unpaid leave of absence or during disability leave (other than the District's pregnancy disability leave policy). In such cases, the employee may reimburse the District for the premium (which may include an administration fee).

In the event of any increase in group vision insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage at the discretion of the Board.

Continuance of group vision insurance plan coverage upon separation from the District will be provided under COBRA.

For further information regarding group vision insurance, please contact the Human Resources Administrator.

**5.9.5 Post-Retirement Benefits**

The District pays a portion of the group medical, dental, and vision insurance premiums for each eligible employee and spouse, or registered domestic partner, retiring within 120 days of separation from the District. Eligibility is based on an employee reaching 55 years of age and having 15 years continuous service with the District. Health Benefits with the District continue for a spouse upon death of the Retired employee. If the Surviving Spouse obtains additional medical coverage, aside from Medicare, the medical benefit provided by the District will be terminated.

For details on current monthly maximums, please contact the Human Resources Administrator. Group medical plan coverage shall be in accordance with the terms of the group medical insurance plan.

Employees hired before October 28, 2009 had a one-time option to stay with the policy in place at that time (employee reaching 55 years of age, five (5) years of continuous service with the District, and retiring with medical only) or electing the new policy (employee reaching 55 years of age, having 15 years of continuous service with the District, retiring with medical, and adding dental, and vision to their retirement health benefits).

#### 5.9.5.1 Open Enrollment

Retired employees will be offered the same retirement health coverages as currently offered to active employees. Retired employees will be offered the right to change plans during annual Open Enrollment. Elections made during the Open Enrollment period remain in force for the duration of the following calendar year with the exception that if the retirement occurs after the close of Open Enrollment but before January 1<sup>st</sup>, a new plan election may be made to take effect January 1<sup>st</sup>.

Once a retired employee leaves the District's health plans, they are ineligible to return.

#### 5.9.5.2 Premium Payments

Premium payments are due and payable to the District by the first of the month. A maximum 30-day grace period follows the due date. Non-payment of premiums may result in elimination from the plans. If eliminated, the retired employee may continue to participate only for the period mandated by COBRA and only if the premiums are paid.

#### 5.9.5.3 Medicare

If eligible for Medicare, retired employees are required to enroll in Part A and B. The retired employee pays Part B premiums directly to Medicare. In addition, the retired employee and spouse will be automatically signed up for Medicare Part D. The retired employee pays Part D premiums. Premiums are determined by Medicare and are published on an annual basis.

#### 5.9.5.4 Change in Geographic Location

Retired employees, who do not live within service areas of the District's health plan providers, may receive reimbursement for health insurance premiums paid. Upon receipt of proof of address outside of the service areas of the District's health plans, proof of insurance coverage and a billing itemizing premium payments, the District will reimburse the retired employees quarterly, in a dollar amount equal to the actual premium amounts paid, but not to exceed the District's Cap (Single or Two-Party) for medical and for the dental and vision premiums in place each year.

The reimbursement shall occur at the end of each quarter and is the retired employee's responsibility to submit the required paperwork.

#### 5.9.5.5 Health Savings Account

Retirees who select the District's Consumer Driven Health Plans may be eligible for an annual contribution into their HSA up to the maximum medical insurance contribution as established by the District. For details on the current maximum medical amounts, please contact the Human Resources Administrator.

When a retiree turns 65 and begins Medicare coverage, they lose HSA eligibility on the first day of that month.

*EXAMPLE:* If a retiree's birthday is April 19, they are no longer eligible to contribute to an HSA as of April 1. For the months prior to their birthday, they are still eligible for an HSA.

#### 5.9.6 Retirement Disability Benefits

The District provides retirement disability benefits to assist eligible employees who have reached 50 years of age or older and who are retired due to disability. The District provides 75% of its maximum contribution, at the level provided at the time of the disability's certification, toward continued group medical insurance coverage for the retiree and the retiree's eligible dependents. This coverage will continue for up to 15 years.

To be eligible, employees must be:

- Regularly eligible for medical benefits
- Employed by the District as a regular full-time employee for no fewer than three (3) years
- Age 50 or older and have retired due to disability

A doctor's certificate establishing eligibility for retirement disability is required. The certification must contain: the date, if known, that the condition began, the probable duration of the condition, and a statement that, due to the condition, the retiree became unable to work at all or unable to perform any one or more of the position's essential duties. Claims for this benefit must be processed through the Human Resources Administrator and approved by the General Manager.

##### 5.9.6.1 Open Enrollment

Retired employees will be offered the same retirement health coverages as currently offered to active employees. Retired employees will be offered the right to change plans during annual Open Enrollment. Elections made during the Open Enrollment period remain in force for the duration of the following calendar year with the exception that if the retirement occurs after the close of Open Enrollment but before January 1<sup>st</sup>, a new plan election may be made to take effect January 1<sup>st</sup>.

Once the Retired employee leaves the District's health plans, they are ineligible to return.

#### 5.9.6.2 Premium Payments

Premium payments are due and payable to the District by the first of the month. A maximum 30-day grace period follows the due date. Non-payment of premiums may result in elimination from the plans. If eliminated, the retired employee may continue to participate only for the period mandated by COBRA and only if the premiums are paid.

#### 5.9.6.3 Medicare

If eligible for Medicare, retired employees are required to enroll in Part A and B. The retired employee pays Part B premiums directly to Medicare. In addition, the retired employee and spouse will be automatically signed up with Medicare Part D. The retired employee pays Part D premiums.

Premiums are determined by Medicare and are published on an annual basis.

#### 5.9.6.4 Change in Geographic Location

Retired employees, who do not live within service areas of the District's health plan providers, may receive reimbursement for health insurance premiums paid. Upon receipt of proof of address outside of the service areas of the District's health plans, proof of insurance coverage and a billing itemizing premium payments, the District will reimburse the retired employees, in a dollar amount equal to the actual premium amounts paid, but not to exceed the District's Cap (Single or Two-Party) for medical and for the dental and vision premiums in place each year. The reimbursement shall occur at the end of each quarter and is the retired employee's responsibility to submit the required paperwork.

#### 5.9.6.5 Health Savings Account

Retirees who select the District's Consumer Driven Health Plans may be eligible for an annual contribution into their HSA up to the maximum medical insurance contribution as established by the District. For details on the current maximum medical amounts, please contact the Human Resources Administrator.

When a retiree turns 65 and begins Medicare coverage, they lose HSA eligibility on the first day of that month.

*EXAMPLE:* If a retiree's birthday is April 19, they are no longer eligible to contribute to an HSA as of April 1. For the months prior to their birthday, they are still eligible for an HSA.

### 5.9.7 Workers' Compensation Insurance

District employees are protected by Workers' Compensation Insurance while employed by the District at no cost to employees. The policy covers employees in case of occupational injury or illness. Every occupational injury or illness, no matter how slight, must be reported immediately to a supervisor. The supervisor will explain the steps that should be taken next.

## **5.10 OTHER BENEFITS**

### **5.10.1 CalPERS Retirement Plan**

The District's contract with the California Public Employee's Retirement System (CalPERS) provides for the following retirement benefits. CalPERS shall determine if an employee is a Classic or New CalPERS member. Extra help employees will be enrolled in CalPERS where required by law. (Gov. Code, § 20305.)

1. Tier 1 – Retirement benefits for classic members, meaning all employees who are not “new members” as defined by Government Code section 7522.04, shall receive the following CalPERS benefits.
  - 2.0% @ age 55 retirement formula (GC 21354)
  - Three (3) year average of final compensation (GC Section 20042)
  - Death Benefits — Basic Level (GC 21532)
  - 1959 Survivor's Benefits (Level IV) (GC 21574)
  - Continuation of Pre-Retirement Death Benefits After Remarriage of Survivor (GC 21551)
  - Military service credit as public service (GC 21024)
  - Employee Sharing Cost of Additional Benefits (GC 20516)
2. Tier 2 - New members, as defined by Government Code section 7522.04, hired on or after January 1, 2013, shall receive the following CalPERS benefits.
  - 2.0% @ age 62 retirement formula (GC 7522.20)
  - Three (3) year average of final compensation (GC Section 7522.32)
  - Other benefits as defined by the Public Employees' Pension Reform Act of 2013

### **5.10.2 Flexible Savings Accounts and Health Savings Accounts**

Employees may redirect portions of their pre-tax salaries into a “flexible spending accounts” (FSA) or an HSA up to the federally identified yearly deduction for dependent care and health benefits. This reduces the employee's taxable income, but still gives the employee use of the money for important life purchases, such as childcare or medical co-pays.

#### **5.10.2.1 Flexible Spending Account**

An FSA is tax-exempt for contributions, earnings, and withdrawals for qualified yearly expenses, such as medical expenses or dependent care expenses. An FSA has a grace period of March 15<sup>th</sup> of the following year in which claims must be submitted. Unexhausted funds will remain with the District to offset costs of administering benefits. An FSA may not be used in conjunction with an HSA.

#### 5.10.2.3 Limited-Purpose Flexible Savings Account

A Limited-Purpose Flexible Savings Account (LPFSA) allows contributions of additional pre-tax dollars to use for dental and/or vision expenses. It can only be used in conjunction with an HSA.

#### 5.10.2.2 Health Saving Account

An HSA is tax-exempt for contributions, earnings, and withdrawals for qualified medical expenses. An HSA is only offered in conjunction with a Consumer Driven Health Plan (CDHP) and can be saved and used to pay for future qualified medical expenses.

See Appendix K - HSA Contributions.

Contact the Human Resources Administrator for further information on these programs.

### 5.10.3 Safety Shoes Allowance

The District offers an annual reimbursement of up to \$350 for field service personnel for steel/composite toe boots and tennis shoes that meet the safety compliance standards (ASTM F2413-11). Rain clothes, coats, and personal protective equipment (PPE) are provided for field service personnel and paid for by the District.

All personnel may be provided with logo shirts.

### 5.10.4 Employee Assistance Program

Regular full-time employees and their dependents are entitled to use the District's Employee Assistance Program (EAP). EAP coverage begins on the first day of the month following one (1) full month after employment.

*EXAMPLE: If a regular full-time employee begins employment on January 4<sup>th</sup>, EAP services are available as of March 1<sup>st</sup>.*

The District pays the premiums for the EAP. The EAP is designed to provide eligible employees and their dependents with many services such as referrals for employer-requested assistance, personal counseling, and financial assistance. EAP is completely confidential.

For EAP contact information, employees may contact the Human Resources Administrator.

### 5.10.5 Membership in Organizations

The District may assist employees in the payment of membership dues for trade/professional organizations related to the services and operations provided by the District. The General Manager has the sole discretion to decide whether the District will contribute toward membership dues for such organizations.

### 5.10.6 On-Duty and Off-Duty Education

The District encourages the academic advancement of its employees in subjects related to District functions, including job-related courses leading to a



degree or certification and may provide financial assistance to employees who enroll in and complete courses in accordance with this section.

Notwithstanding the provisions of this section, District employees in certain job classifications are required to obtain certain certification(s) within their first year of employment. Those failing to meet the published requirements may be subject to disciplinary action, up to and including termination. The employee's supervisor will inform the employee at the beginning of employment with the District if the employee is required to obtain one (1) or more of the above-referenced certifications.

#### 5.10.6.1 On-Duty Education

Employees may, with prior approval and the General Manager's sole discretion, attend seminars, conferences, workshops, cross-training activities, or meetings during regular working hours that provide specific training in subjects related directly to the employee's position, or a position the employee may reasonably aspire to obtain.

General Manager approval for all training requests must be obtained prior to attendance and/or making reservations. Reasonable fees, tuition, and approved expenses will be paid by the District; however, for courses and tests required to obtain or renew a license or certification required in the class specification for their position, employees will be reimbursed for fees, tuition and approved expenses only after successfully obtaining the required license or certificate. If an employee fails a certification or licensing exam on their first effort, all subsequent expenses related to obtaining that certification must be paid by the employee.

#### 5.10.6.2 Off-Duty Education

The District has adopted a Section 127 Educational Assistance Program. Educational assistance reimbursements, as well as qualified job-related reimbursements under IRC § 132(j)(8), are exempt from Federal and California income tax withholding and Medicare. Educational assistance may be available to employees who desire to obtain skills and/or knowledge that enables them to become more proficient in their present duties (§ 132(j)(8)) and/or prepare them for future assignments. Such assistance may be provided at the sole discretion of the General Manager. Any reimbursement(s) under the Section 127 program that exceed the designated amount in a calendar year will be taxable to the employee and included on their W-2 as wages.

The District's intent in adopting this policy is to provide educational assistance to employees who agree to remain employed with the District for a minimum of three (3) years after completing the coursework. An employee who voluntarily leaves District employment prior to the completion of three (3) years of continued service shall reimburse the District for the cost of educational assistance, prorated for each month of completed service, calculated from the calendar month in which the employee successfully completes the coursework. In the event litigation is necessary to collect the reimbursement, the employee shall also reimburse the District for litigation costs including but not limited to attorney's fees, as well as interest at the legal rate.

As a condition to receiving financial assistance under this policy, employees shall sign a written statement acknowledging and agreeing to the reimbursement requirements outlined above. Consult with the Human Resources Administrator for further information.

This education may occur after regular scheduled working hours at a college, vocational trade school, or through a self-study correspondence course that leads to a certificate, license, or diploma related to the general functions of the District. Generally, the District will not compensate for an employee's time spent on off-duty education.

Under special circumstances, employees may attend classes during business hours if:

1. The course is not (and will not be) available at night or through a correspondence course.
2. The course pertains to an approved degree program; and
3. The employee arranges a flexible time schedule with their department or immediate supervisor to make up time spent at class during normal work hours. Time spent attending off-duty education programs will not be considered hours worked. Employees may use their accrued PTO or vacation.

Only regular full-time employees who are performing their jobs satisfactorily are eligible for this program. The following off-duty education qualifies for financial assistance at the sole discretion of the General Manager:

1. Courses taken for credit toward a degree or other program related to the functions of the District.
2. Specific courses taken for credit related to District functions.
3. Specific courses taken for credit related to support District functions (e.g., accounting, administrative, welding, chemistry, computer, computer-aided drafting).
4. Specific courses resulting in or maintaining certificates or professional licenses for subjects related to District functions.
5. Self-study/correspondence courses from institutions approved in advance by the General Manager with final exams and certificates in subjects related to District functions.
6. Obtaining or retaining professional certificates or licenses.
7. Other programs deemed appropriate by the General Manager for District personnel.

## **5.11 LACTATION ACCOMMODATION**

### **5.11.1 Lactation Break Time and Location**

The District will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. If the employee takes lactation breaks at times other than their

provided break times, then the lactation break shall be unpaid, or the employee may choose to use accrued leave.

Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The District will provide a room or other appropriate location near the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:

- a. Be shielded from view and free from intrusion while being used to express milk;
- b. Be safe, clean, and free of hazardous materials;
- c. Contain a surface on which to place a breast pump and personal items;
- d. Contain a place to sit; and
- e. Have access to electricity needed to operate an electric battery-powered breast pump.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

The District will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, near the employee's work area.

#### **5.11.2 Lactation Accommodation Request**

An employee may make a request for lactation accommodation, either verbally or in writing, to the Human Resources Administrator.

Following receipt of a request for lactation accommodation, the District will provide a timely written response to the employee in which the District will indicate if it is unable to provide the requested break time or a requested location for the purposes of expressing breast milk.

An employee who does not believe that the District is providing an appropriate lactation accommodation should immediately inform the Human Resources Administrator.

An employee who does not believe that the District is providing an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

**6.1 ABOUT LEAVES OF ABSENCE****6.1.1 Overview**

This Manual contains only a summary of available leaves. Some leaves have detailed requirements regarding eligibility, duration, benefits, etc. Employees should contact the Human Resources Administrator for additional information.

**6.1.2 Adult Literacy Programs**

The District will make reasonable accommodations of time off for any employee who reveals a literacy problem and requests assistance in enrolling in an adult literacy program unless it would result in undue hardship to the District. The District will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs.

The District will take reasonable steps to safeguard the privacy of any employee who identifies as an individual with a literacy problem. An employee who wishes to identify as such an individual can contact the General Manager directly. Further, individuals who are performing satisfactorily or who can otherwise be reasonably accommodated will not be subject to termination of employment because they have disclosed literacy problems.

While the District generally encourages employees to improve their literacy skills, employees will not be reimbursed for the costs incurred in attending a literacy program. Employees may use accrued PTO or vacation to make up for work that is missed to attend literacy classes. (California Labor Code §1040-1044.)

**6.1.3 Bereavement****6.1.3.1 Bereavement Leave**

An employee may take up to five (5) scheduled workdays off with pay for bereavement with the approval of the General Manager.

Bereavement applies to the death of a current spouse, domestic partner, child (step-child), parent (step-parent, legal guardian or parental figure), brother (step-brother), sister (step-sister), grandparent, grandchild, mother-, father-, sister-, brother-, son-, daughter-, or grandparent- in-law

Employees may use bereavement leave on a non-consecutive basis within three (3) months following the date of the death of a qualifying family member listed above and is not compensable when the employee is on a pre-approved (paid or unpaid) leave of absence, bona fide layoff, or for days falling outside the employee's regular work period.

**6.1.3.2 Reproductive Loss Leave**

An employees who have been employed by the District for at least 30 days are entitled to five (5) days of unpaid leave in the event of a Reproductive Loss Event.

A “Reproductive Loss Event,” means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. (California Government Code §12945.6.) The leave shall be carried out as follows:

1. The leave is pro-rated for part-time employees based on their work schedule. If an employee experiences more than one (1) Reproductive Loss Event within a 12-month period, the District will provide reproductive loss leave up to a maximum of 20 days within a 12-month period.
2. The leave may be used on a non-consecutive basis, but must be completed within three (3) months of the Reproductive Loss Event, with the exception that if an employee is on California Family Rights Act leave (CFRA), Pregnancy Disability Leave (PDL), or another leave protected by state and/or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use their Reproductive Loss Leave within three (3) months of the end date of the other protected leave.
3. The leave is unpaid, but employees may elect to use PTO, vacation, sick leave (if applicable) or any other accrued paid leaves in conjunction with the leave.

The District will maintain the confidentiality of any employee requesting Reproductive Loss Leave, and the District will not disclose such information other than to internal personnel on a need-to-know basis, or as required by law.

#### **6.1.4 Court or Administrative Appearances**

##### **6.1.4.1 Regarding District Duties**

Any employee who is subpoenaed to appear in court or other legal proceeding in a matter regarding an event or transaction in the course of their District job duties, must give their supervisor as much advance notice as is possible. The District will determine whether the matter involves an event or transaction in the course of the employee’s District job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be deemed to be on-duty. Any witness fees, not including mileage, received by the employee will be paid to the District. Employees released from witness duty during their normal duty hours will report back to work unless employees contact their direct supervisors and receive authority not to return to work. Non-exempt employees may use accrued PTO or vacation for the remaining hours. Exempt employees who serve less than four (4) hours of witness duty may use accrued PTO or vacation for the remaining hours.

##### **6.1.4.2. Private Litigation**

Any employee subpoenaed to appear or appears in court or other legal proceeding called as a witness in a private or civil matter outside the course and scope of their District employment will not be compensated by the District for time spent related to those proceedings. Time spent in those proceedings are not considered work time. Employees may use accrued PTO or vacation.

**6.1.4.3 Regarding Crime Victim/Victim Family Member Court Attendance**

Any employee who is a victim of a crime may take leave from work to attend judicial proceedings related to that crime if the employee provides the District notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court/governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued PTO, vacation, sick (if applicable), or other paid leave, or compensatory time off.

**6.1.4.4 Regarding Crime Victim/Victim Family Member Victim's Rights Proceedings Leave**

Any employee who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.

**6.1.5 Family and Medical Care Leaves - California Family Rights Act**

The District provides leave in accordance with the California Family Rights Act (CFRA).

See Appendix G - California Family Rights Act Policy

**6.1.6 Hardship Leave**

In extraordinary circumstances, the General Manager has the discretion to grant up to five (5) days of paid leave to an employee who needs to take time off from work due to a significant hardship, and who has exhausted all other paid leave accruals, including sick leave (if applicable), PTO, vacation, floating holiday time, and paid administrative benefits.

Examples of circumstances that could demonstrate a significant hardship include, but are not limited to, the following:

- The employee was the victim of domestic violence, sexual assault, or stalking;

- The employee was a victim of a serious or violent crime;
- The employee was a victim of a major disaster or emergency.

An employee requesting discretionary hardship leave must submit in writing to the Human Resources Administrator describing the hardship in question. The General Manager may request additional information or require appropriate documentation before deciding to grant hardship leave. The requesting employee must exhaust all applicable paid leave before they are eligible to receive hardship leave. However, applying for hardship leave may be submitted prior to the anticipated date that leave balances will be exhausted.

The decision whether to grant paid leave pursuant to this section is made at the sole discretion of the General Manager and is not subject to any grievance procedure.

The decision to grant or deny leave under this section does not affect an employee's entitlement to unpaid leave pursuant to other provisions of this Manual or applicable law. Hardship leave runs concurrently with any applicable unpaid leave provided by law.

#### **6.1.7 Jury Duty**

The District encourages employees to serve when called for jury duty. Exempt employees will receive full regular base rate of pay for up to five (5) days of jury duty, less any daily jury fees paid by the court.

Non-exempt employees will receive full regular base rate of pay while serving up to five (5) days of jury duty. The time spent on jury duty is not considered work time for purposes of calculating overtime.

Employees may use accrued PTO, vacation, compensatory time off (CTO), and/or other paid leaves if jury duty lasts longer than five (5) days.

Employees who have the option to call in for juror status should exercise that option. The employee will provide, to their supervisor, evidence of jury service, such as notice for jury duty and any timecards or similar appearance documents issued by the court.

#### **6.1.8 Leave of Absence Without Pay**

The General Manager may grant unpaid leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to maintain contact with the supervisor and the Human Resources Administrator during a leave, and to give prompt notice if there is any change in the return date. If the leave expires and the employee fails to report for work on the scheduled return date without contacting their supervisor and the Human Resources Administrator, it will be assumed that the employee does not plan to return and has terminated their employment voluntarily. If the employee is unwilling or unable to return to work at the conclusion of any leave, employment may be terminated.

The employee must exhaust their accrued PTO and vacation before beginning an unpaid leave of absence. PTO and vacation are not earned during an unpaid

leave of absence, and an employee on an unpaid leave of absence is not eligible for holiday pay. An unpaid leave of absence can affect an employee's medical benefit plan coverage.

Employees must present verification of their need for a leave of absence for leave approval. An approved leave of absence may be up to eight (8) weeks, unless otherwise approved by the General Manager or provided by law.

Employees cannot obtain other employment (other than military duty) or apply for unemployment insurance while on a leave of absence. Acceptance of other civilian (non-military) employment while on leave will be treated as a voluntary resignation from employment with the District.

#### **6.1.9 Military Leave**

The District provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws.

The employee shall provide their supervisor with notice of the need for military leave when they are informed of the request for duty. A copy of the military orders specifying the dates, site and purpose of the activity or mission shall be provided to the supervisor upon receipt. Within the limits of such orders, the supervisor may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

Employees on qualifying military leave will receive full pay to the extent provided by law. Employees on elective military leave may select to use accrued PTO and vacation during unpaid military leave. Employees on military leave are entitled to continued health plan coverage to the extent provided by the USERRA, the Uniformed Services Employment and Reemployment Rights Act of 1994. As with other leaves of absence, failure to return to work or to re-apply within applicable time limits may result in termination of employment.

Additionally, an employee who works more than 20 hours per week and who is the spouse of a qualified member of the Armed Forces, National Guard or the Reserves may be entitled to take up to 10 days of unpaid leave during a period in which their spouse is on leave from deployment during a period of military conflict.

#### **6.1.10 Paid Family Leave**

California Paid Family Leave (PFL) provides up to eight (8) weeks of partial pay within any 12-month period to employees who take time off from work to care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner) or to bond with a new child entering the family through birth, adoption, or foster care placement.

PFL is not a leave entitlement; rather, PFL is a monetary wage replacement benefit for employees taking leave that would otherwise be unpaid (e.g. New Parent Leave, Pregnancy Disability Leave, or a leave of absence without pay). This benefit is offered through State Disability Insurance (SDI) and the State of California Employment Development Department (EDD). Health care benefits are



not covered while on PFL but may be covered under another provision of this Manual. For information on compensation and health care coverage, please contact the Human Resources Administrator.

#### 6.1.10.1 Eligibility

- Employee has earned at least \$300 from which SDI deductions were withheld during the employee's base year.
- Employee is unable to do employee's regular or customary work due to the need to provide care for a seriously ill family member or to bond with a new child.
- Employee has lost wages because employee was caring for a seriously ill family member or bonding with a new child.

#### 6.1.10.2 Definition

A serious health condition means an illness, injury, impairment, or physical or mental condition of a patient that involves any period of incapacity (e.g., inability to work or perform other regular daily activities) or inpatient care in a hospital, hospice, or residential medical care facility and any subsequent treatment in connection with such inpatient care; or continuing treatment by a physician/practitioner.

Unless complications arise, cosmetic treatments, the common cold, influenza, earaches, upset stomach, minor ulcers, and headaches other than migraines, are examples of conditions that do not meet the definition of a serious health condition for purposes of PFL.

SDI may require an independent medical examination of the care recipient to determine initial or continuing eligibility.

#### 6.1.10.3 Applying for Paid Family Leave

An employee must apply directly to SDI for PFL benefits. An employee may apply through the EDD website or by submitting a paper application to SDI.

An employee must complete and submit a claim form no earlier than the first day family leave begins, but no later than 49 days after family leave begins or the employee may lose benefits.

SDI will notify the District that an employee is receiving PFL benefits.

### 6.1.11 Pregnancy Disability Leave

#### 6.1.11.1 Temporary Disability

A pregnant employee will be allowed to be absent for the period during which, in the opinion of their attending physician and, where necessary, a District designated physician, the employee is temporarily disabled because of pregnancy, childbirth or a related medical condition.

When an employee is disabled due to pregnancy, the employee will furnish the District a certification from their health care provider. The certification

must include a statement that the employee is disabled due to pregnancy, the date on which the employee became disabled due to pregnancy, the probable duration of the period or periods of disability, and an explanatory statement that, due to disability, the employee is unable to work at all or is unable to perform any one (1) or more of the essential functions of their position without undue risk to themselves, the successful completion of their pregnancy, or to other persons.

#### 6.1.11.2 Time of Leave Request

When an employee's leave is foreseeable and at least 30 days' notice has been provided, and if a medical certification is requested, the employee must provide it before the leave begins.

When this is not possible, the employee must provide the requested certification to the District within the time frame requested by the District within 15 calendar days, unless it is not practicable under the circumstances to do so despite the employee's diligent, good faith efforts.

An employee is eligible for PDL upon commencement of employment. There is no length-of-service requirement for PDL.

#### 6.1.11.3 Compensation During Leave

PDL is without pay. However, the employee may use accrued PTO or vacation. PDL will be treated as any other disability leave and may entitle the employee to short-term/long-term disability benefits or additional unpaid leave requested by the employee and granted by the General Manager.

#### 6.1.11.4 Benefits During Leave

In accordance with the State of California's Pregnancy Disability Leave law, an employee on PDL is entitled to up to four (4) months (17 1/3 weeks) of job-protected leave for the time that the employee is disabled due to pregnancy and/or childbirth. PDL does not need to be taken in one (1) continuous period of time.

If the employee is disabled by pregnancy, coverage will continue for up to four (4) months for each pregnancy (as opposed to each leave year).

While on PDL, the employee is entitled to continued coverage in the District's group health insurance and supplemental policies to the same extent as when the employee was working. As such, to maintain coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the District directly. The District may recover premiums it paid to maintain health coverage, if an employee does not return to work following PDL.

PTO and vacation do not accrue while an employee is on unpaid PDL.

Whenever an employee is also receiving PFL and PDL these leaves will run concurrently.

Part-time employees are eligible for leave on a pro-rated basis.

#### **6.1.11.5 Reinstatement**

Upon the expiration of PDL 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 their original or an equivalent position, so long as it was not eliminated for a legitimate business reason during the leave.

If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially like the employee's original position in terms of job content, status, pay, promotional opportunities, and geographic location.

If upon return from leave an employee is unable to perform the essential functions of their job because of a physical or mental disability, the District will initiate an interactive process with the employee to identify a potential reasonable accommodation.

An employee who fails to return to work after the termination of their leave will lose their reinstatement rights.

#### **6.1.12 School Related Leave**

Any District employee who is a parent, guardian or grandparent having custody of one (1) or more children in kindergarten or grades 1 through 12 or attending a licensed day care facility will be allowed up to 40 hours each calendar year, not to exceed eight (8) hours in any calendar month, without pay, to participate in activities of the school of their child, or to find, enroll, or reenroll their child in a school or with a licensed child care provider. The employee must provide reasonable advance notice of the planned absence. This leave may also be used to address a childcare provider or school emergency if the employee gives notice to the employer. The employee may be required to use PTO, vacation and/or CTO to cover the absence. The District may require the employee to provide documentation from the school as verification that the employee participated in school activities on a specific date.

#### **6.1.13 Child Suspension Leave**

Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to their supervisor. A school has the authority to request that the parent attend the child's school if the child has: committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel.

#### **6.1.14 Substance Abuse Rehabilitation**

If an employee decides to voluntarily enter a substance abuse rehabilitation program, they may be eligible for an unpaid leave of absence to participate in the program. The District will take reasonable steps to safeguard the privacy of any employee who identifies as an individual with a dependency problem. An

employee who wishes to identify as such an individual can contact a supervisor or manager of their choice directly. (California Labor Code § 1025)

While the District generally encourages employees to take action to treat dependency problems, employees will not be reimbursed for the costs incurred in attending a rehabilitation program. Employees may, however, use accrued PTO or vacation time during a requested leave.

When recommended by a Substance Abuse Professional (SAP) pursuant to Department of Transportation regulations, participation in and completion of the rehabilitation program is mandatory. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to sign a return-to-duty agreement. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one (1) year or longer than five (5) years.

*NOTE: Health insurance plans may provide coverage for rehabilitation costs. Health benefits information can be obtained from the District's Human Resources Administrator.*

#### **6.1.15 Time Off for Victims of Violent Crime or Domestic Violence**

Any District employee who is a victim of domestic violence, sexual assault, stalking, or other crime is entitled to take time off from work to seek relief (such as a temporary restraining order) or other assistance to help safeguard the health, safety, or welfare of the employee and/or their child. The employee must provide reasonable advance notice of the intent to take leave for this reason unless advance notice is not feasible. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse.

Leave for this purpose is unpaid, though an employee may choose to use any available accrued paid leave.

The District will make every effort to maintain the confidentiality of the employee.

##### **6.1.15.1 Leave for Victims of Domestic Violence, Sexual Assault, Stalking or other Crimes to Obtain Medical Attention or Counseling or Safety Planning**

Any employee who is a victim of domestic violence, sexual assault, stalking, or other crime, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the District within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district

attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to any available accrued leave.

#### **6.1.16 Time Off to Vote**

In accordance with California Election Code, § 14000, employees are eligible for paid time off for the purpose of voting if they do not have sufficient time outside of working hours to vote. The intent of the law is to provide an opportunity to vote for those workers who would not be able to do so because of their jobs.

Subject to the conditions above, an employee may take up to two (2) hours off to vote in a statewide election, without any loss of pay, if the employee is scheduled to work during voting hours (typically 7 AM to 8 PM). In general, a “statewide election” is defined as one (1) in which all voters in the state have an opportunity to vote on at least one (1) common race or issue. An employee is entitled to take as much time as actually needed to vote, but only up to two (2) hours of that time will be paid.

Time off for voting may be taken only at the beginning or end of the employee’s regular work shift unless other arrangements are approved in advance by the General Manager. If the employee needs time off to vote, the employee must notify their supervisor at least two (2) working days prior to the election. The employee must note on the employee’s timecard the time approved for voting purposes.

An employee who serves as an election official in a local, special, or statewide election, is eligible for unpaid leave on the day of the election. Employees should give supervisors as much notice as possible if they plan to serve as an election official. (California Government Code § 19844.7)

#### **6.1.17 Volunteer Firefighter’s Leave**

If an employee is a registered volunteer firefighter who intends to perform emergency duty during work hours, the employee should alert their supervisor so that the District is aware that the employee may have to take time off to perform emergency duty. In the event the employee is a volunteer firefighter and needs to take time off for emergency duty, they should alert the supervisor before leaving District premises. (California Labor Code § 230.3-230.4) Time off for volunteer firefighter duty is unpaid leave, but employees may use accrued PTO or vacation.

#### **6.1.18 Workers’ Compensation Leave**

All employees will be covered by the workers’ compensation laws of the state. Employees who are absent from work by reason of an injury or illness covered by workers’ compensation will continue in pay status under the following provisions.

The District may integrate PTO, sick leave (if applicable), vacation, and then CTO, with temporary disability payments for an employee who is eligible for workers’ compensation. The employee will continue in pay status and receive their pay until their accumulated paid leave and authorized compensatory time hours have been depleted to the nearest hour. Any employee who is eligible for temporary

disability payments under the workers' compensation law will, for the duration of such payments, receive only that portion of the employee's regular salary that, together with said payments, will equal the employee's regular salary.

### 7.1 SAFETY

#### 7.1.1 Injury and Illness Prevention Program

The District is concerned about the safety of all employees and is committed to maintaining a safe work environment. District, State, and Federal law requires that employees be provided a working environment free from recognized safety hazards, and with proper tools and equipment necessary to accomplish work assignments in a safe manner. To achieve a safe work environment the District has adopted an Injury and Illness Prevention Program (IIPP). All employees shall be familiar with the IIPP and are responsible for implementing safe practices, policies, and procedures. Employees are expected to always act in the safest manner possible to protect themselves and others, therefore the District encourages every employee to take action to prevent unsafe working conditions. All supervisors maintain a copy of the IIPP and it is available upon request.

#### 7.1.2 Personal Protective Equipment

##### 7.1.2.1 Supervisor Responsibility

Supervisors are responsible for training their employees on the use of Personal Protective Equipment (PPE). Employees are required to wear all PPE as required by their job function without exception.

Some employees are required to wear steel or composite toe cap boots. Additionally, employees who perform meter reading, who opt to wear tennis shoes, must have steel or composite toe cap tennis shoes.

##### 7.1.2.2 Safety Compliance Standards

All boots and tennis shoes shall meet safety compliance standards and be identified with the ASTM F2413-11 number. ASTM F2413-11 is the Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear, which covers the minimum requirements for the design, performance, testing and classification of protective footwear. The identifying number for compliant shoes can be found on the inside of the tongue.

Employees are responsible for maintaining their PPE in good condition and replacing damaged items in a timely manner so as not to create safety hazards.

##### 7.1.2.3 Failure to Comply

Failure to use required PPE is a violation of CAL- OSHA requirements and will result in disciplinary action up to and including termination of employment from the District.

##### 7.1.2.4 Reimbursable Personal Protective Equipment

Boots and tennis shoes as defined in this section are reimbursable through the safety shoe allowance as defined in Section 5.10.3.

### **7.1.3 Workplace Violence Prevention**

The goal of the District is to provide every employee a safe work environment. To this end it is the District's policy that violence, or the threat of violence, in the workplace will not be tolerated in any form. It is inappropriate to use violence, or threats of violence, for any reason or to in any way interfere with providing a safe workplace. Employees are expected to conduct themselves in accordance with the policies and regulations of the District.

#### **7.1.3.1 Personal Safety**

The District will provide reasonable accommodations to ensure the personal safety of its employees from outside parties. If a situation occurs where an employee feels they are in danger, they should remove themselves from the situation and immediately report the incident to a supervisor. The District may obtain a restraining order if necessary to protect employees from abuse by an individual not employed by the District if the threat is the result of District employment.

An Employee should notify the Human Resource Administrator if a restraining order is in effect either protecting or restraining the employee or if the employee is connected in any way to a potentially violent non-work situation. Copies of any protective or restraining order must be provided to the Human Resource Administrator.

See Appendix H – Workplace Violence Prevention policy.

### **7.1.4 Pepper Spray**

The District is concerned with the welfare and safety of its employees in the field, especially in situations where employees may be confronted by a stray and/or aggressive animal. To address possible encounters with potentially dangerous animals, the District supports field staff's use of pepper spray for self-defense purposes. Pepper spray has been proven to be an effective form of self-protection when encountering dangerous animals. The spray does not kill the animal, but when properly applied, stops the animal, and provides the user with time to safely leave the area.

Pepper spray is a chemical with an active ingredient derived from the cayenne pepper plant. Use of pepper spray solely for self-defense purposes is allowed by state law in accordance with Penal Code § 22810.

Employees working in the field who have received authorization from the General Manager and completed the required training are authorized to carry and use pepper spray as a self-defense measure while on duty. Pepper spray is considered an available self-defense option to facilitate an employee's withdrawal from an assault or attack by an animal.

See Appendix I - Pepper Spray policy.



### 8.1 Use of District Owned Media

#### 8.1.1 Purpose

This section defines standards, procedures and restrictions for employees who use District devices for business purposes. The District uses various forms of electronic communication, including, but not limited to personal and personal and District owned electronic devices, e-mail, telephones (landlines and mobile), fax machines, and online services (Internet and Intranet). All electronic communications, including all software and hardware, remain the sole property of the District. Employees shall have no expectation of privacy while using District owned equipment.

#### 8.1.2 Data

Employees are required to protect the integrity of District data, which may include proprietary or other confidential information. An employee who allows, either deliberately or inadvertently, a breach in District technology security or confidentiality may be subject to disciplinary action, up to and including termination of employment.

#### 8.1.3 Personal Use of Electronic Media

Access to the Internet and other types of District paid computer access is to be used for District-related business. Minimal personal use of e-mail and the Internet is permitted if it does not interfere with job performance. Communication systems are not to be used in ways that may be disruptive, offensive to others, or harmful to morale. For example, anything that may be construed as harassment, discrimination, or retaliation of others based on any protected category shall not be displayed or transmitted.

Employees should consider all transmissions to be of a permanent nature, such that the District will be able to retrieve and read or view them later. Therefore, all communications on District computers and systems should be composed with the belief that they will be subject to the same review as written communication.

Employees are not permitted to access the electronic communications of any other employee or third party unless directed to do so by District management.

The Systems Administrator is responsible for Information Technology. Employees may not install personal software on District computer systems without prior approval from the Systems Administrator, or designee. All electronic information created by an employee using any means of electronic communication furnished by the District is and shall remain the property of the District. All software installations must receive approval from the Systems Administrator to ensure the protection of the District's network. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, discrimination, harassment, or related actions will be subject to disciplinary action, up to and including termination.

#### 8.1.4 Passwords

The District reserves the right to inspect District owned equipment and systems at any time, to access and review electronic files, messages, mail, etc., and to monitor the

use of electronic communications. The District will override all passwords if it becomes necessary.

The Systems Administrator shall be responsible for the administration of access controls to all District computer systems.

Each user's computer and network access is protected by a personal confidential password to be determined by the user. It is the user's responsibility to maintain the confidentiality of their password. Individual users can be held accountable for the use of their account by others.

Each user shall be responsible for all computer transactions made with the user's password. A user may not use another user's password to gain access to the computer system without authorization nor may a user offer the use of their privileges for another user's access. Users with a need to access a coworker's files should contact their Department Manager.

Users are expected to log out or lock the screen when leaving a workstation for an extended period. To prevent unauthorized access every user is expected to log off the computer every day at the close of the workday.

Employees are not to share passwords with anyone, including supervisors. Passwords should be changed every 90 days. Strong passwords include:

- Both upper- and lower-case characters
- Both numeric and special characters as well as letters
- No personal information, such as family names or birthdates

### **8.1.5 E-Mail**

Employees should exercise utmost caution when opening email attachments from unfamiliar senders, as they could potentially harbor malware, phishing attempts, or ransomware. It's crucial to stay vigilant against threats like email spoofing and spear phishing, which often target individuals with convincing yet malicious messages. While limited personal use of email is permitted, it's advisable to segregate personal correspondence from business-related emails by using separate folders or labeling systems to maintain organizational clarity and security. Additionally, employees should be cautious of suspicious links or requests for sensitive information and report any suspicious emails to the Systems Administrator for further investigation. Regular cybersecurity training and awareness programs can also help employees stay updated on the latest email threats and best practices.

Employees shall have no expectation of privacy in any email that they send or receive using the District's email system. If an employee receives an offensive message, he or she shall report the matter to the Systems Administrator.

#### **8.1.5.1 Brown Act Compliance**

E-mail messages sent to a quorum of the District board or committee subject to the Brown Act should be of an informational nature only and should not solicit feedback or encourage separate communication amongst a quorum.

## **8.2 Use of Personal Media**

### **8.2.1 Using Personal Electronics on the Job**

Using personal electronic devices such as mobile phones is discouraged during work hours unless the employee is working independently and on a task that generally is not considered hazardous. Employees are encouraged to use their work breaks and lunchtime to return personal calls. Supervisors are responsible for determining when it is appropriate for employees to use personal electronic devices and advising employees accordingly.

#### **8.2.1.1 Use of Electronic Devices While Driving**

Employees are expected to adhere to the California Vehicle Code, including those regulations regarding the use of electronic devices while driving. California Vehicle Code § 23123 requires the use of a hands-free device while driving.

### **8.2.2 Using Personal Electronics for Business Purpose**

Employees in leadership roles are required to use mobile phones for business purposes and if so, will receive a monthly stipend to help cover their costs.

In certain situations, some employees, may use personally owned devices to connect with District systems. The District reserves the right to refuse this access. Prior to use on the District network, all personal devices must be inspected by the Systems Administrator, who will verify that the device is appropriate and contains no harmful software or viruses. This inspection may be repeated whenever the Systems Administrator determines it is necessary.

Use of a personal device for business purposes does not entitle the employee to the District's systems support. If the device requires repair or other maintenance, it is the sole responsibility of the employee.

### **8.2.3 Security**

All employees using personal devices for the benefit of the District, must employ security measures to protect data from being compromised. This includes using password access, encryption, and physical control of the devices. Confidential District information should not be stored on any personal device, unless authorized by the General Manager.

If a personal device is lost or stolen, inform the Systems Administrator immediately. The District may then wipe District information remotely and lock the device to prevent access by anyone except for the Systems Administrator. If there is any suspicion that the device's security has been compromised in any way, notify the Systems Administrator immediately.

## **8.3 Social Media**

### **8.3.1 Social Media**

Social media are forms of electronic communications (such as websites for social networking and microblogging) through which users create online communities to share information, ideas, personal messages, and other content (as videos).

### **8.3.2 Social Networking**

Social networking is the creation and maintenance of personal and business relationships, especially using online platforms.

The District views social networks such as web-based discussions or conversation pages and other forms of social media such as Facebook, LinkedIn, Twitter, YouTube, etc., as significant platforms for communication. This policy establishes direction for employees regarding social networking etiquette and prohibited communications.

Employees are advised to not publicize their place of employment on their social networking profiles, except for LinkedIn. Employees shall not engage in conduct that is unbecoming to the District. All employees have an obligation to the District to ensure that any communication they make, including social networking communications, must not impact the reputation of the District negatively or disrespect the District, its customers, or its vendors. Employees may publicly speak on behalf of the District only when authorized by the General Manager. Employees should direct inquiries from the news media regarding District business to the General Manager.

#### **8.3.2.1 Prohibited Communications**

Examples of Prohibited Communications:

- Employees shall not use the District logo in posts unless given consent by the General Manager.
- Employees shall not link posts to the District's website or post District material on a social media site without consent by the General Manager.

This list contains examples only and is not intended to be, nor is it, an exhaustive list of prohibited communications. All District policies that regulate employee conduct apply to social media activity including, but not limited to, policies related to illegal harassment, code of conduct, and protecting confidential and/or proprietary information. The absence of, or lack of explicit reference to, a specific site does not limit the extent of the application of this policy. Where no policy exists, employees should use their professional judgment and take the most sensible action possible. Consult with your manager or supervisor if you are uncertain.

#### **8.3.2.2 Employee Privacy**

The District is prohibited by law from requiring or requesting an employee or applicant for employment to disclose a username or password for the purpose of accessing personal social media, to access personal social media in the presence of the employer, or to divulge any personal social media. The District is also prohibited from discharging, disciplining, threatening to discharge or discipline, or otherwise retaliating against an employee or applicant for not complying with a request or demand by the District that violates this provision. Violations of this policy will result in discipline, up to and including termination, depending on the severity of the situation and its impact on the District.

### **8.3.3 Equipment and System Maintenance**

The Systems Administrator is responsible for ensuring all District electronic communications equipment and systems are properly maintained and secure.

Accordingly, the Systems Administrator will, from time to time, define maintenance, operational and access standards for user compliance.

Users are prohibited from connecting accessories and from modifying the settings or programs to any District-issued computers, unless otherwise authorized by the Systems Administrator. Users with issues or problems regarding District-owned information systems and technology resources should contact the Systems Administrator through the help desk and not attempt to repair problems themselves.

#### 8.3.3.1 Security and Virus Protection

The Systems Administrator is responsible for maintaining security and anti-virus software on the District network and on all District computers. Users shall not download and/or install any programs, antivirus software or other type of software without approval from the Systems Administrator.

All users must promptly perform updates to operating systems, security and anti-virus programs as requested by the Systems Administrator.

#### 8.3.3.2 Remote Access

Users are prohibited from accessing the District Information Systems and Technology Resources internal network from a remote location (a location not physically connected to the District network) unless specifically authorized by the Department Manager or General Manager. Authorized remote access users should only access District systems in a manner specified by the Systems Administrator, and are subject to the following:

- Remote access users shall be responsible for always maintaining District security.
- At no time shall unauthorized users have access to internal District networks or files.
- Storage of confidential District information on any non-District owned device is strictly prohibited.
- Remote access users shall exercise due diligence in ensuring non-District devices used to connect to the District systems are free from viral infections. Exercise due diligence means, a) ensuring an antivirus/antimalware application is installed on the device and is up-to-date and that daily quick scans are run. Additionally, the antivirus/antimalware application should be configured to run scans when external drives or devices are attached to the system.
- Support will be provided only for District devices used for remote access.
- Personal devices used for remote access will not be serviced by the District.
- The District will not be liable for damage to personal devices, nor the data stored on them.
- Storing District information in cloud-based storage services is prohibited unless specifically authorized by the Department Manager or General Manager.
- At no time shall confidential or sensitive District information be stored in a cloud-based storage service.

- Authorized users of cloud-based storage services must provide account information (username and passcode) to the Systems Administrator and give the District permission to access the site at any time.
- All activity during a remote session is subject to District policies.

### 9.1 Definitions

#### 9.1.1 ANNIVERSARY DATE

The beginning date of the employee's current period of continuous employment with the District.

#### 9.1.2 AT-WILL EMPLOYEE

An at-will employee serves at the pleasure of the District and can be terminated at any time without cause and without the opportunity to appeal. All employment with the District is "at-will," meaning that both the employee and the District, through action of the General Manager, have the right to terminate employment at any time with or without advance notice, and with or without cause.

#### 9.1.3 BIWEEKLY PAY PERIOD

Employees shall be paid biweekly (every other week) in direct proportion to actual hours worked. Forty (40) hours shall constitute a workweek; eighty (80) hours shall constitute a pay period.

#### 9.1.4 BUSINESS DAY

A business day is any day in which the District's main administration office is open for business.

#### 9.1.5 CALPERS

California Public Employees Retirement System.

#### 9.1.6 CATASTROPHIC ILLNESS

A catastrophic illness is a severe illness requiring prolonged care or recovery and may disable an employee from working, creating a financial hardship.

#### 9.1.7 CONFLICT OF INTEREST

A situation in which an employee can derive personal benefit from actions or decisions made during business.

#### 9.1.8 CONTINUOUS EMPLOYMENT

The period of actual service commencing with the employee's hire date and continuing until broken by resignation or dismissal for the purpose of determining eligibility for paid leave and eligibility for performance step advancement.

#### 9.1.9 COST OF LIVING ADJUSTMENT (COLA)

The COLA is an increase to all wages to keep up with the rate of inflation. The COLA is approved at the discretion of the Florin Resources Conservation District Board of Directors.

#### 9.1.10 DEMOTION

The change in classification of a regular employee from a position in one class to another class having a lower maximum rate of pay.

#### 9.1.11 EMPLOYEE

Any person employed by the District. The Board of Directors are not employees. Individuals working through an employment agency and those working as independent contractors, are not considered employees of the District and are not entitled to any employment benefits provided by the District.

#### 9.1.12 EXEMPT EMPLOYEE

Employees whose job duties meet the Federal Fair Labor Standards Act (FLSA) requirements for overtime exemption. Exempt employees are compensated by salaries and are not eligible for overtime pay.

#### 9.1.13 FAIR LABOR STANDARDS ACT (FLSA)

The FLSA is a federal law which establishes minimum wage, overtime pay eligibility, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in federal, state, and local governments.

#### 9.1.14 HOLIDAY/HOLIDAY PAY

A declared holiday, constituting eight (8) or nine (9) hours depending on what day the holiday falls on, is granted as time off with pay for regular full-time employees.

#### 9.1.15 INJURY ILLNESS PREVENTION PROGRAM

The IIPP is a basic written workplace safety program. Title 8 of the California Code of Regulations (T8CCR) section 3203, requires every employer to develop and implement an effective IIPP.

#### 9.1.16 INTERACTIVE PROCESS

The interactive process is a collaborative effort involving an employer and employee to determine if the employee can return to work after an occupational or non- occupational injury, disease, or disorder.

#### 9.1.17 LATERAL TRANSFERS

A lateral transfer is where an employee moves from one position to another that has the same wage range.

#### 9.1.18 LAYOFF

Termination of employment of an employee without prejudice for any of the following reasons:

- Necessity due to lack of work, funds, or other economic reason.
- Necessity for a position no longer exists.

#### 9.1.19 LOGO ATTIRE

Clothing/hats adorned with the District's name or symbol.

#### 9.1.20 MODIFIED DUTY

Modified duty is an offer for a temporary work assignment made to a worker who is recovering from an illness or injury and who has received clearance from a physician to return to work under specific limitations.

#### 9.1.21 NEPOTISM

In the business world, nepotism is the practice of showing favoritism toward an employees' family members or friends in economic or employment terms.

#### 9.1.22 NON-EXEMPT EMPLOYEE

Employees are subject to Federal FLSA overtime regulations and are compensated for overtime hours worked in accordance with the law. Non-exempt employees must comply with District policies regarding overtime work.



**9.1.23 OVERTIME**

Time worked more than 40 hours in a work week or time worked more than nine (9) hours worked on a regularly scheduled workday.

**9.1.24 PAY PERIOD**

Fourteen (14) calendar days as designated by the District.

**9.1.25 PROMOTION**

The change of a regular employee to a position in a class allocated to a wage range where the top step is a higher maximum rate of pay than the top step of the class that the employee formerly occupied.

**9.1.26 REASONABLE ACCOMODATION**

Reasonable accommodation is assistance or changes to a position or workplace that will enable an employee to do his or her job despite having a disability. Under the Americans with the Disabilities Act (ADA), employers are required to provide reasonable accommodations to qualified employees with disabilities, unless doing so would pose an undue hardship.

**9.1.27 REASSIGN**

To assign a new duty, a different classification or department.

**9.1.28 RECLASSIFICATION**

The act of changing a position by raising it to a higher class or reducing it to a lower class based on significant changes in the nature, difficulty or responsibility of the duties performed in the position.

**9.1.29 REGULAR WORK HOURS**

The hours Monday through Friday excluding holidays, during which time the District is normally open for business.

**9.1.30 REGULAR FULL-TIME EMPLOYEES**

Employees normally scheduled to work and who regularly do work a schedule of 40 or more hours per week.

**9.1.31 REGULAR PART-TIME EMPLOYEES**

Employees who are regularly scheduled to work and do work less than 40 hours per work week. Part time employees may be assigned a work schedule in advance or may work as needed.

**9.1.32 RESIGNATION**

The voluntary termination of employment with the District.

**9.1.33 SAFETY SENSITIVE**

Work classifications whose duties involve a greater-than-normal level of trust, responsibility for or impact on the health and safety of others. Where errors in judgment, inattentiveness or diminished coordination, dexterity or composure while performing their duties could clearly result in a mistake that would endanger the health and safety of others.

**9.1.34 TEMPORARY EMPLOYMENT**

Individuals hired by the District for short term assignments and who are not considered regular employees. Temporary employees are not eligible for employee benefits and may be classified as exempt or non-exempt according to the job duties and method of compensation.

9.1.35 TERMINATION

Employment dismissed for cause.

9.1.36 WORKWEEK

The workweek is a fixed and regularly recurring period of seven (7) consecutive 24-hour periods (168 hours).

9.1.37 Y-RATE

When the employee's existing salary is frozen until adjustments to the employee's salary causes it to fall within the new salary range.

## **APPENDIX A**

### **ANTI-HARASSMENT, ANTI-DISCRIMINATION, AND ANTI-RETALIATION POLICY**

#### **I. PURPOSE**

The District is committed to providing an atmosphere free of harassment, discrimination, and retaliation in employment. This policy provides an organizational action plan and workplace conduct guidelines to maintain such an environment; further defines what is meant by those terms; provides avenues for reporting discrimination, harassment, or retaliation; and provides a procedure for investigation and resolution of employee complaints.

#### **II. POLICY**

- A. Harassment or discrimination on the basis of any of the following is unlawful and will not be tolerated:
- Race (including traits that are historically associated with race, such as hair texture and natural, protective hairstyles)
  - Color
  - Religious creed, including religious dress and grooming practices
  - Sex (including physical reproductive organs, gender, gender identity, gender expression, transgender, pregnancy and breastfeeding and medical conditions relating to breastfeeding)
  - Marital status
  - Physical and mental disability
  - Medical condition
  - Genetic characteristics and information
  - Age (over 40)
  - National origin and ancestry
  - Sexual orientation
  - Military and veteran status
  - Off-duty cannabis use
  - Any other consideration made unlawful by applicable discrimination laws
- B. This policy applies to all employees, applicants, unpaid interns, volunteers, vendors, or independent contractors involved in the operations of the District. The District will not tolerate harassment, discrimination, or retaliation against or by employees, members of the public, or anyone conducting business with the District.
- C. Disciplinary action up to and including termination will be instituted for prohibited behavior by employees. Action will be taken on a case-by-case basis for applicants, unpaid interns, volunteers, vendors, or independent contractors for prohibited behavior.
- D. Protected activity includes making a request for an accommodation for a disability; making a request for accommodation for religious beliefs; making a complaint under this policy; opposing or reporting violations of this policy; or participating in an investigation under this policy.
- E. Employees found to be retaliating in violation of this policy will be subject to disciplinary action up to and including termination. Action will be taken on a case-by-case basis for applicants, unpaid interns, volunteers, vendors, or independent contractors for retaliating in violation of this policy.

### **III. HARASSMENT, DISCRIMINATION, AND RETALIATION DEFINED**

#### **A. Harassment**

1. Harassment in any form, including verbal, physical and visual conduct, threats, demands and retaliation will not be tolerated, whether it is severe enough to be unlawful. Harassment includes conduct that has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening, or offensive working environment; or adversely affecting the employee's performance, evaluation, assigned duties, or any other condition of employment or career development. This policy prohibits harassment in any form, including, but not limited to:
  - a. Verbal or written harassment such as epithets, derogatory comments, slurs, unwanted sexual advances or invitations, race-oriented stories or jokes, or inappropriate comments on appearance (including dress or physical features) or gender identification.
  - b. Physical harassment such as assault, touching, impeding or blocking movement or interfering with work directed at an employee because of their sex or any other protected basis.
  - c. Visual harassment such as derogatory posters, photography, cartoons, drawings or gestures.
2. Sexual harassment includes any unsolicited, offensive, or unwelcome sexual advances, requests for sexual favors, and other oral or written, visual, or physical conduct of a sexual nature which occurs under any of the following circumstances:
  - a. Submission to such conduct is made by expressing or implicating a term of condition of an individual's employment.
  - b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual.
  - c. Other examples of sexual harassment include unwelcome sexual flirtation or propositions, verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations.

Sexual harassment also includes gender-based harassment by a person of the same gender. Prohibited sexual harassment may not always be motivated by sexual desire. Such conduct has the potential to negatively affect an employee's work performance.

#### **B. Discrimination**

This Policy prohibits treating individuals unequally because of the individual's protected category as defined in this Policy.

### C. Retaliation

1. Any adverse treatment of an employee, applicant, unpaid intern, volunteer, vendor, or independent contractor, which occurs because that person has:
  - a. Reported harassment or discrimination,
  - b. Has participated in the complaint and investigation process, or
  - c. Has otherwise engaged in a protected activity.
2. Retaliation against an employee for engaging in protected activity is strictly prohibited. If an employee believes to have been subjected to any such retaliation, he or she is required to report it in accordance with the complaint procedures that follow.

### IV. HARASSMENT INVOLVING THE PUBLIC

The District strictly prohibits harassment of any member of the public by any person conducting District business or otherwise representing the District.

Dealing with the public can be challenging and sometimes contentious. While employees are expected to interface with the public as their duties dictate (sometimes in difficult or even volatile situations), employees are not expected to endure actual harassment by members of the public. If an employee feels that he or she is being subjected to harassment by a member of the public, the employee should report such harassment to their supervisor, the Human Resources Administrator or any District supervisor with whom the employee feels comfortable speaking. Employees will not be penalized for refusing to tolerate harassment from a member of the public.

### V. COMPLAINT PROCEDURE

- A. Employees may have legitimate claims of harassment even if they have not lost a job or some other economic benefit. Harassment that unreasonably impairs working ability or emotional well-being at work violates this policy and will not be tolerated even when the harassment does not rise to the level of unlawful harassment.
- B. Employees who believe they have been subjected to harassment, discrimination, or retaliation on the job because of a prohibited basis, are encouraged to immediately use the procedure outlined in this policy to file a complaint and have it investigated. The District requires all employees to report conduct prohibited by this policy whether or not they are personally involved. It is important that employees inform the District as soon as possible about any prohibited harassment, discrimination, or retaliation.
  1. Employee Responsibilities  
All employees are required to report any incidents of harassment, discrimination, and retaliation forbidden by this policy immediately so that complaints can be quickly and fairly resolved. Any individual who feels comfortable doing so should let a fellow employee know when that employee's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this policy. However, individuals are not required to handle these situations on their own. Individuals may report to their supervisor, the Human Resources Administrator or any District supervisor with whom the individual feels comfortable speaking to for any of the following:

- a. An individual is not comfortable handling a situation directly with another employee;
- b. An individual believes that he or she has been or is being harassed, discriminated, or retaliated against; or
- c. An individual is aware or suspects that another person has been harassed, discriminated, or retaliated against.

The District provides a workplace complaint form that employees can use to submit and document complaints. Employees are encouraged to submit complaints in writing, but they are not required to use this form. Employees should feel free to submit complaints verbally if they choose. The workplace complaint form may be found as Attachment A.

## 2. Supervisor Responsibilities

Each supervisor has the responsibility of maintaining a work environment free of harassment, discrimination, and retaliation. This responsibility includes being available to discuss this policy with the employees they supervise and to assure the employees that they are not required to endure any form of prohibited harassment, discrimination, and retaliation.

If someone reports a harassment allegation to a supervisor, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) and reporting the allegation of harassment to the Human Resources Administrator.

Any supervisor who fails to take appropriate action to report or address harassment, discrimination, or retaliation can and will be disciplined up to and including termination.

## 3. Investigation

The District will investigate all complaints of harassment, discrimination, and retaliation in a prompt, objective, and thorough manner. This investigation can include interviews of those with relevant knowledge where appropriate. The District's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties involved. The Human Resources Administrator is responsible for directing an investigation into such allegations and for facilitating the imposition of appropriate remedial action, where warranted.

After completion of the investigation, the District will communicate the confidential findings (i.e., "sustained," "not sustained," or "inconclusive") to the complainant, the alleged harasser, and members of management with a legitimate need to know.

If there is a finding that harassment, discrimination, or retaliation in violation of this policy has occurred, the District will take appropriate and immediate action. This may include imposing discipline, up to and including termination. The specific action taken will depend upon the specific circumstances.

Employees are urged to contact the Human Resources Administrator if they have any questions or concerns about this policy.

4. Reporting and Performance Standards

An employee, job applicant, unpaid intern, volunteer, or contractor who makes a complaint of discrimination, harassment, or retaliation is in no manner excused or exempt from the same performance standards to which others performing the same or similar work are held accountable. All job performance standards will be maintained throughout and following any investigation undertaken because of this procedure. Failure to meet job-related performance standards may be grounds for disciplinary action.

5. Other Complaint Options

Complaints of unlawful harassment may be filed with the California Civil Rights Department (CRD) and/or the federal Equal Employment Opportunity Commission (EEOC). These agencies may accept, investigate, and prosecute complaints. CRD provides additional information regarding the legal remedies and complaint process available through the government agencies.

**California Civil Rights Department (CRD):** (800) 884-1684 or [www.calcivilrights.ca.gov](http://www.calcivilrights.ca.gov)

**Equal Employment Opportunity Commission (EEOC):** (800) 669-4000 or [www.eeoc.gov](http://www.eeoc.gov)

**VI. CONFIDENTIALITY**

Every effort possible 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. 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.

ATTACHMENT A – Workplace Complaint Form

# WORKPLACE COMPLAINT FORM

## **SECTION I**

Employee's Name (Complainant)	
Address	
Work Phone	
Home Phone	
Position / Title	
Department	
Supervisor's Name	

## **SECTION II**

Please list the Employee Policy that you believe has been violated: \_\_\_\_\_

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## **SECTION III**

Please list the accused by name and title. Also, please include his/her Department:

<b>Name:</b>	<b>Title:</b>	<b>Department:</b>

## **SECTION IV**

- Please list date(s) and location(s) of workplace incident.
- Please list each incident separately.
- Please describe the specific act(s) or omission(s) which is alleged to be inappropriate as clearly and completely as possible.

### **INCIDENT #1**

Date of Incident \_\_\_\_\_

Time of Incident \_\_\_\_\_

Location of Incident \_\_\_\_\_

Description of incident: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## **SECTION IV-CONTINUED**

### **INCIDENT #2**

Date of Incident \_\_\_\_\_

Time of Incident \_\_\_\_\_

Location of Incident \_\_\_\_\_

Description of incident: \_\_\_\_\_

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[illegible]

**SECTION IV-CONTINUED**

### INCIDENT #3

Date of Incident \_\_\_\_\_

Time of Incident \_\_\_\_\_

Location of Incident \_\_\_\_\_

Description of incident: \_\_\_\_\_

[illegible]

**If there are additional incidents, please use additional sheets of paper.**

## SECTION V

Please state the information/facts known in support of the allegation(s):

[illegible]

## SECTION VI

Please identify the names of whom you (complainant) wish to have interviewed as possible witness (es):

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## SECTION VII

Please describe the relief or corrective action sought by you (complainant).

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## SECTION VIII

Other comments:

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I declare that to the best of my knowledge, the information provided in this complaint is true and correct:

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Print Name

Complainant's Signature

Date \_\_\_\_\_

## **APPENDIX B**

### **DRUG FREE WORKPLACE POLICY**

#### **I. PURPOSE**

In compliance with the Drug Free Workplace Act of 1988, the District has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and/or controlled substance abuse poses a threat to the health and safety of the District's employees and to the security of the equipment and facilities. The unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited in the workplace and District vehicles. For these reasons, the District is committed to the elimination of alcohol and/or controlled substance use and abuse in the workplace. A violation of this policy will subject the employee to disciplinary action, up to and including termination.

#### **II. POLICY**

This policy establishes the District's goal to provide a safe and drug free work environment for employees.

#### **III. EMPLOYEE ASSISTANCE PROGRAMS (EAP)**

The District provides an EAP that offers counseling and treatment of drug- and/or alcohol-related problems.

#### **IV. PROHIBITED CONDUCT**

- A. Employees may not be under the influence of alcohol and/or controlled substances, narcotics (including marijuana), and/or prescription drugs that have not been lawfully prescribed to the employee during working hours, on-call duty, or when employees are subject to call back. Additionally, the manufacture, distribution, possession, or use of controlled substances by any employee in any District workplace or wherever District business is performed is prohibited. (41 U.S.C. §§ 8102-8103; Gov. Code § 8355(a)(1).)
- B. Employees are required to notify their supervisor or the Human Resources Administrator before beginning work when taking medications or drugs, including but not limited to prescription drugs, over the counter medications, or illegal drugs or narcotics (including marijuana) that may affect the employee's ability to safely and efficiently and/or competently conduct their job duties. The employee does not need to report the specific medication or the employee's underlying medical condition.
- C. Failure to notify the Human Resources Administrator of any criminal conviction for a drug violation that occurred in the workplace within five (5) days after such conviction is prohibited. (41 U.S.C. §§ 8102-8103.)
- D. An employee's criminal conviction for drug violation that occurred in the workplace.

#### **V. DEFINITIONS**

- A. Being under the influence of controlled substances (excluding marijuana) and/or alcohol means being impaired in any way from fully and proficiently performing job duties and/or having a detectable amount of said substances in one's body. Being under the influence of marijuana or cannabis means being impaired in any way from fully and proficiently performing job duties and/or having a detectable amount of psychoactive cannabis metabolite or Tetrahydrocannabinol (THC).



- B. For purposes of this policy, “controlled substances” includes any drug not legally obtainable under either state or federal law, or both, or any drug that is legally obtainable but not legally obtained or used. This includes prescription drugs obtained illegally and prescription drugs not being used for the prescribed purpose or being used in excess of the prescribed dosage. It does not include prescription drugs possessed and used under a valid prescription.
- C. Further, the District’s safety sensitive classifications will be held to the federal standards under the Department of Transportation (DOT) as applicable.

## **VI. DRUG AND ALCOHOL TESTING**

- A. The District has discretion to test applicants and employees for alcohol and drug use, using an outside laboratory, under the following circumstances:

- 1. Pre-Employment

All individuals offered employment in a safety sensitive position must submit to a pre-employment drug and alcohol test prior to hiring. All offers of employment for safety sensitive positions are contingent upon successful completion and passing of a drug test. If the applicant is under age 18, a consent form must be signed by the employee’s parent or guardian prior to screening.

At the applicant’s request, any positive test result may be retested independently and at the applicant’s expense. Applicants whose test results are positive for the use of controlled substances or alcohol intoxication will be deemed to have failed the pre-employment physical examination;

- 2. Post-Accident

Post-accident drug and alcohol testing will be required if an employee is involved in an accident and there is a reasonable suspicion that drug or alcohol use may have been a factor or cause;

- 3. Random

Random drug and alcohol testing of employees may be required where permitted and/or required by state and federal law; or

- 4. Reasonable Suspicion

The District may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of drugs or alcohol at work, under the following circumstances:

- a. Reasonable suspicion to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to: unusual behavior, slurred or altered speech, body odor, red or watery eyes, untidy appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, an accident involving agency

property or equipment, employee statements that they have been using drugs and/or alcohol and/or other evidence of recent drug or alcohol use.

- b. Document and Analysis: To receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with the Human Resources Administrator. Any reasonable suspicion testing must be pre-approved by the Human Resources Administrator or General Manager.
  - c. Testing Protocol: If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, upon approval by the Human Resources Administrator, the employee will be relieved from duty, and transported to the testing facility and to the employee's home after the test. The employee will be placed on paid leave until the test results are received.
  - d. Psychoactive Metabolite Testing: in testing for the presence of marijuana or cannabis, the District shall only utilize testing methods that focus on the presence of psychoactive cannabis metabolite or THC and not for non-psychoactive metabolite.
- B. Employees who refuse or fail to take a lawfully required drug and/or alcohol test, those who fail a drug and/or alcohol test, those who refuse to consent, in writing, to take a drug and/or alcohol test, those who tamper with or otherwise attempt to improperly influence the result of a drug and/or alcohol test, or those who otherwise violate this policy are subject to immediate termination of employment in the first instance.
- C. The District reserves the right to conduct reasonable searches of offices, lockers, storage areas, furniture, District vehicles and other places under the common control of the District and its employees, and to enlist the assistance of law enforcement personnel in connection with the enforcement of this policy.

## **VII. CONVICTION FOR DRUG-RELATED OFFENSE**

An employee who is convicted under a federal or state criminal drug statute relating to any conduct prohibited by this policy will be deemed to have violated this policy. Upon receiving notice of an employee conviction for any such violation, the District will either (a) take appropriate disciplinary action in accordance with this policy, and/or (b) require the employee to participate in and satisfactorily complete a drug abuse assistance, rehabilitation, or counseling program. Employees will notify the Human Resources Administrator of any conviction under a criminal drug statute.

**APPENDIX C**

**CONFLICT OF INTEREST CODE  
OF THE  
FLORIN RESOURCE  
CONSERVATION DISTRICT**

# **CONFLICT OF INTEREST CODE OF THE FLORIN RESOURCE CONSERVATION DISTRICT**

**(Amended April 28, 2023)**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted California Code of Regulations, title 2, Section 18730 which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing, the Fair Political Practices Commission may revise these regulations to conform to amendments in the Political Reform Act. Therefore, the terms of Cal. Code Regs, tit. 2, section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, regulation and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Florin Resource Conservation District** (the "**District**").

All Officials and Designated Positions required to submit a statement of economic interests shall file their statements with the **Board Secretary** as the District's Filing Officer. The **Board Secretary** shall make and retain a copy of all statements filed by Members of the Board of Directors and the General Manager and forward the originals of such statements to the Clerk of the Board of Supervisors in the County of Sacramento. The **Board Secretary** shall retain the originals of the statements of all other Officials and Designated Position and shall make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Section 81008.)

**CONFLICT OF INTEREST CODE  
OF THE  
FLORIN RESOURCE CONSERVATION DISTRICT**

**(Amended April 28, 2023)**

**EXHIBIT “A”**

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

District Officials who manage public investments, as defined by Cal. Code Regs., tit. 2, § 18700.3(b)(1), are NOT subject to the District’s Code, but must file disclosure statements under Government Code Section 87200 et seq. [Cal. Code Regs., tit. 2, § 18730(b)(3).] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments<sup>1</sup>:

Members of the Board of Directors

Treasurer

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<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

# DESIGNATED POSITIONS

## GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Assistant General Manager	1, 2
Associate Engineer	2, 3, 5
Associate Civil Engineer	2, 3, 5
Senior Civil Engineer	2, 3, 5
Finance Manager	1, 2, 4
Finance Supervisor	2, 3, 5
General Counsel	1, 2
General Manager	1, 2
Human Resources Administrator	5
Human Resources Specialist	5
Operations Manager	5
Program Manager	4
Water Distribution Supervisor	5
Water Treatment Supervisor	5
Consultant and New Positions <sup>2</sup>	

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<sup>2</sup> Individuals providing services as a Consultant as defined in Regulation 18700.3(a), or in a new position created since this Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The General Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

# **EXHIBIT “B”**

## **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the Designated Position must disclose for each disclosure category to which he or she is assigned.<sup>3</sup>

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that do business in or own real property within the jurisdiction of the District.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type utilized by the District.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Position’s department, unit or division.

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<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

## APPENDIX D

### TRAVEL PROCEDURES AND EXPENDITURES POLICY

#### I. PURPOSE

It is in the best interest of the District to invest in the employees to allow them to stay current and educated about activities, developments, and professional trends affecting their ability to provide high-quality job performance, which includes external and internal customer service. As such, travel to attend hearings, meetings, conferences, or other gatherings is of value to the District and its rate payers.

#### II. POLICY

This policy establishes business travel guidelines for employees that are fair, accountable, and transparent.

This policy applies to all District employees who travel on official business for the District. Contract employees and consultants are not covered under this policy, and they will be governed by the contractual agreement between their company and the District.

#### III. GENERAL GUIDELINES

- A. Employees are responsible for exercising good judgment when requesting, arranging, and traveling. Good judgment includes being fiscally responsible when spending District funds on travel and related activities. Travel should be thoroughly planned well in advance. Personal business should not be mixed with official business if it will cost the District in dollars or lost time, or if it will harm the District's interests in any way.
- B. This policy is not intended to address every issue, exception, or contingency that may arise in the course of District travel. Accordingly, the basic standard that should always prevail is to exercise good judgment in the use and stewardship of the District's resources.
- C. Prior to travel or expense, funds shall be identified and accounted for in each department's line item budget.
- D. The District's preference is to reimburse an employee's actual and necessary costs after travel has occurred through receipts, rather than provide funds in advance of travel or expense. However, the District will, on a case-by-case basis, provide travel advances upon request by the employee and approval of the Finance Manager or designee.
- E. Itemized receipts are required for all business travel expenditures. Itemized receipts include a list of each cost incurred, item by item. For example, an itemized receipt for a lunch establishment would include the cost of the hamburger, fries, soda plus tax and tip on separate lines. In addition to the itemized receipt, all travel expenses shall include the following information:
  - The amount of the expenditure;
  - The date and place of the expenditure;
  - The business purpose of the expenditure; and
  - The business relationship to the person(s) entertained, as well as the individual's names.



- F. Business travel expenditures not substantiated with the above information will be deemed non-business related. Non-business travel related expenses paid for with District issued credit card or a travel advancement will be repaid to the District by the employee within ten (10) business days of returning from such travel. Non-business related travel expenses paid for directly by employees will not be eligible for reimbursement by the District. Failure to repay non-business related travel expenses will result in a suspension of future travel and/or withholding such amounts from the employee's paycheck, as well as disciplinary action, up to and including termination.

#### **IV. PROCEDURES**

- A. Upon completion of travel, a final accounting of all expenses shall be approved by the appropriate manager or supervisor and submitted to the Finance Department within ten (10) business days. The final accounting is made by submitting all receipts with the information detailed in Section III, E above along with any relevant District credit card statements.
- B. The District will pay all approved expenses including transportation, lodging, registration fees, meals, and any other related expenses for official business in compliance with this policy.
- C. There are four (4) methods of payment for travel expenses:
1. Direct vendor payment by check in advance. Direct vendor payments are made by the District to an organization to pay for specific travel related costs such as registration fees, lodging and airfare and is the best method of payment;
  2. Use of a District issued credit card. Credit cards are issued and used pursuant to District policy.
  3. Payment by the employee to be claimed for reimbursement. Reimbursement for out-of-pocket expenditures are processed after travel has been completed; or
  4. Travel advance. Travel advances are provided to the employee prior to travel and may be provided upon request subject to approval by the Finance Manager or designee. If the employee fails to reconcile expenses upon returning to work, they shall forfeit the ability to receive future advances.

#### **V. AUTHORIZED TRAVEL**

Expenses incurred by employees while engaging and/or participating in the following activities and/or events constitute authorized and reimbursable expenses provided all other requirements of this policy are met:

1. The seminar, meeting, or conference is mandatory, reimbursable, or otherwise necessary to accomplish key District or employee goals and objectives and is unavailable locally if overnight accommodations are required;
2. Communication with representative(s) of regional, state, and national government and their respective agencies and entities on District adopted or authorized policy positions;
3. Attendance of educational seminars designed to improve skill and information levels;
4. Attendance at an approved conference, convention, training, seminar or other meeting;
5. Participation in regional, state and national organizations whose activities affect the District's interests;
6. Attendance of functions of local civic or community organizations where there is a clear nexus between the event and the employee's job.

## **VI. UNAUTHORIZED EXPENSES**

The following personal expenditures shall not be reimbursed:

- The personal portion of any trip;
- The purchase of alcohol, tobacco, or related costs;
- Political or charitable contributions;
- Family expenses, including those of a partner when accompanying the employee on official business; child or pet care;
- Entertainment expenses including theatre, shows, movies (either in-room or in theaters). Sporting events, golf, spa treatments, etc.;
- Non-mileage personal automobile expenses including repairs, gasoline, traffic citations, and other expenses;
- Loss of or damage to personal items while on District business; or
- Changes to travel arrangements for personal reasons that could have reasonably been foreseen.

## **VII. TRANSPORTATION**

- A. Air, train, private automobile, or other mode of public transportation shall be selected on the basis of the lowest reasonable cost to the District after all expense items are tabulated, including travel time salary costs.
1. Airfare: Employees shall book the most economical and reasonable mode and class of transportation available that is consistent with scheduling needs. First class travel is prohibited;
  2. Automobile: The District's preferred travel method is to utilize a District vehicle for official business. If a District vehicle is not available the employee may use a personal vehicle and will be reimbursed as described in section VII, B below;
  3. Car Rental: Rental rates that are reasonable and economical are eligible for reimbursement;
  4. Taxis/Shuttles: Reasonable actual costs for taxi and shuttle fares will be reimbursed including up to a 15 percent gratuity per fare.
- B. Automobile mileage is reimbursable if the employee is required to use a personal vehicle for travel at the IRS rates in effect at the time of travel. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include reimbursable expenses such as bridge and road tolls, which are also reimbursable. Proof of insurance must be presented if requested.
- C. Reimbursement for personal auto usage for business will be calculated per the current IRS guidelines, based on the following:
1. If an employee drives round-trip from her or his residence to work function, including driving to an airport, the round-trip mileage the employee would have driven from their residence to work must be subtracted from the round-trip mileage. Any excess mileage is reimbursable to the employee at the current IRS approved rate.

2. If an employee drives from work to a meeting, training function or airport, the round-trip mileage from the District facility to the event is reimbursable at the current IRS approved rate.
3. Employees who receive a car allowance will not receive any additional mileage/travel reimbursement.
4. In instances where more than one (1) employee is traveling to the same event, the employee that receives a car allowance shall drive if both employees are departing and returning near the same time from the same location.
5. The District highly encourages carpooling to save District resources, and to be eco-friendly.

## **VIII. TRAVEL TIME AND HOURS WORKED**

- A. The following principles shall be applied when determining hours worked for the purposes of calculating work hours and proper compensation, in compliance with the Fair Labor Standards Act.
  1. Travel time to and from an airport or public transportation terminal is considered hours worked.
  2. Time spent for air travel or other means of public transportation when required by the District shall be considered hours worked. Travel time shall include actual hours for travel, up to one and one half hours of wait time prior to departure of the flight and shall conclude upon arrival at the hotel or when returning, upon return to the employee's home.
  3. Employees are required to take the most expedient and efficient means of travel possible to meet the needs of the District. Therefore, an employee who opts to drive a personal vehicle instead of taking air travel or other faster means of travel, shall only record the time he or she would have received had they traveled via a faster mode of transportation reasonably available. For example, an employee may prefer to drive to San Diego, taking nine (9) hours, rather than flying which takes one and one half hours plus the one and one half hours of wait time prior to the departure of the flight. The employee shall only record three (3) hours of work time on their timesheet.
  4. If an employee is required to report to work at a location other than the normal work location, the travel time to and from the other location may be considered work time if travel to that location falls outside the definition of ordinary home to work travel. For example, an employee living in Stockton being asked to report to Roseville would be compensated for the travel time to/from their Elk Grove work place to the Roseville location. However, an employee living in Rocklin reporting to the Roseville location would not record travel time as hours worked since it would be less than their normal home to work commute time.
  5. Managers and supervisors should be mindful of employee's schedules and try to reduce/prevent over-time as a result of travel whenever possible. Additionally, managers and supervisors shall use their discretion when accounting for multiple attendees at events and the impact related to the specific mode of transportation.
- B. Ordinary home to work travel shall not be considered as hours worked. If an employee is required by the District to conduct business on the way to work, the employee shall record all hours worked from the onset of that activity to the time the employee reaches the workplace to begin their shift. For example, if an employee is directed to pick up supplies on their way into the office, the employee shall record hours from the time they

make the stop to pick up those supplies to the time they arrive at the worksite through the completion of their shift, less normal meal periods.

## **IX. LODGING**

- A. The District will pay for or reimburse for lodging expenses when travel on official district business reasonably requires an overnight stay. Lodging shall be booked at the most economical and reasonable rates for lodging that is in a location that is reasonable and convenient in relation to the employee's official business needs. For lodging in connection with a conference or organized educational activity, such lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the traveler at the time of booking. If the group rate is not available, the traveler shall use comparable lodging.
- B. It is recommended that employees inquire with the Finance Manager or designee about the use of the Claim for Exemption from Transit Occupancy Tax when possible.
- C. While determining appropriate lodging arrangements, employees shall take into consideration the start and end times as well as the duration of the event. Employees generally shall not book prior evening overnight accommodations for travel within the local vicinity, which includes the Sacramento area or a round trip distance of 100 miles or less. Additionally, employees shall not book overnight accommodations for the same day the event ends. Any exception to this shall be pre-approved by the Finance Manager or designee.

## **X. MEAL EXPENSES**

- A. Daily meal expenses shall be reimbursed in accordance with current IRS published Maximum Federal Per Diem Rates in effect for the highest cost area of California at the time of travel. The District will reimburse for documented meal expenditures, including gratuity, up to the Maximum Federal Rate. Documentation shall include all items as outlined in Section III, E of this policy.
- B. The Finance Department shall provide the current IRS published Maximum Federal Rates and the applicable guidelines, including time departure reductions. The Finance Department shall account for meals that are provided at a meeting or while in transit (a group lunch advertised in a conference brochure, for example). Appropriate reductions must be made from the Maximum Federal Rate based on available information to Finance. After travel is completed, if the employee did not utilize the paid meal and incurred a personal meal expense, the employee may be reimbursed for the applicable meal with proper documentation if the employee can demonstrate a compelling reason why the paid meal was not utilized.
- C. Meal expenses, including gratuity, in excess of the Maximum Federal Rate will not be reimbursed without approval of the Finance Manager. The employee may receive reimbursement above the Maximum Federal Rate if a compelling reason can be demonstrated.
- D. District funds cannot be used to purchase alcohol, tobacco, or other related costs.

## **XI. MISCELLANEOUS EXPENSES**

- A. Employees will be reimbursed for actual telephone, internet, fax, parking, tolls, tipping (meals fall under the Maximum Federal Rates), taxi, or other reasonable expenses which shall be supported by receipts. Where receipts are not available, a signed declaration of expenditure may be accepted by the Finance Manager at their discretion.
- B. Employees shall make every effort to utilize cost effective means to park vehicles overnight. The District recommends overnight parking in the hotel where the employee is staying. Valet parking, while not encouraged, is allowed if it is the only means available for reasonable and safe parking.

## **XII. CASH ADVANCES**

- A. Employees may request a cash advance to cover anticipated expenses while traveling or conducting business on behalf of the District. The request for an advance should be submitted to the Finance Manager or designee no more than 30 days before and no less than ten (10) days prior to the disbursement. Every effort should be made to request the cash advance ahead of the normal check run date occurring prior to the disbursement.
- B. Upon request, the Finance Manager or designee shall determine if a cash advance is necessary and appropriate. Employees who have a District issued credit card are not eligible for a cash advance, unless credit cards are not accepted.
- C. Any unused advance must be returned to the District within ten (10) calendar days of the employee's return along with supporting receipts documenting advance expenditures. If the employee fails to reconcile expenses upon their return, they forfeit the ability to receive future advances.

## **XIII. SPOUSES AND GUESTS**

Spouses and guests may accompany employees on District travel and at conferences, seminars, and meetings. However, any additional costs associated with the participation of a spouse or guest is the employee's responsibility.

## **XIV. EXPENSES TO ACCOMMODATE DISABILITIES**

This policy shall not be construed to limit the District's ability to reimburse travelers for necessary expenses in excess of that which is otherwise permitted under this policy where such additional expenses are necessary to accommodate for a disability.

## **XV. RATES**

The Finance Department is responsible for updating the Maximum Federal Rates published by the U.S. General Services Administration (GSA) annually on October 1<sup>st</sup>. The Finance Department shall also update the IRS allowed mileage reimbursement rate on January 1<sup>st</sup> of each year or as any changes are implemented by the IRS.

## **XVI. UNFORESEEN AND UNCONTROLLABLE NATURAL EVENTS**

Unforeseen and uncontrollable natural events are directly and exclusively results from the occurrence of natural causes that could not have been prevented by the exercise of foresight or caution. Examples include: earthquake, flood, hurricane, and tornado. During such an event, the District will work with the employee to make lodging, meal, travel, and other reasonable accommodations. However, the District shall not pay overtime costs associated with such events.

## **APPENDIX E**

### **CREDIT CARD POLICY**

#### **I. PURPOSE**

The purpose of this policy is to establish guidelines for the District to issue credit cards to employees for covering expenses related to authorized travel and enabling a cost-effective, convenient and streamlined method of purchasing items.

#### **II. POLICY**

A credit card may be issued to an individual who is a regular employee of the District and agrees to be held liable to the credit card company for all charges while conducting official District business. Credit cards are issued through the authorization of the General Manager or their designee.

#### **III. PROCEDURES FOR OBTAINING CREDIT CARDS**

- A. The District may establish a credit card in the name of the District employee, with an approved financial institution provider, for District business use only. The cardholder will receive monthly statements.
- B. The Finance Department shall establish procedures and forms for implementing and monitoring a credit card purchasing program through a financial institution provider that includes, but is not limited to, the following:
  1. A dollar limitation on the credit card;
  2. A dollar limitation of purchasing authority assigned to the cardholder per transaction made with the credit card;
  3. A dollar limitation of purchasing authority assigned to the cardholder for the total of all charges made during each monthly billing cycle;
  4. Merchant category blocking.

#### **IV. AUTHORIZED CREDIT CARD USE**

- A. Cardholders are authorized to use their credit card to purchase merchandise or services required as a function of their duties at the District.
- B. A purchase made with a credit card may be made in-store, by telephone, fax, internet or U.S. mail. A purchase order may be required per established procurement policies and procedures.
- C. If a credit card is issued for the purpose of covering expenses related to authorized travel, upon billing or no later than ten days of the billing date, the employee using a credit card shall submit a fully itemized travel expense log. Any charges against the credit card not properly identified on the travel expense log shall be paid by the employee by check or cash.

#### **V. UNAUTHROIZED AND/OR INAPPROPRIATE CREDIT CARD USE**

Credit cards shall not be used to purchase items for non-District purposes, even if the cardholder intends to reimburse the District. Unauthorized and/or inappropriate credit card use includes, but is not limited to:

- Items for personal use;

- Cash advances;
- Non-business related food and beverages for an individual employee. (However, authorized cards may allow for food and non-alcoholic beverages for business-related meetings and travel in compliance with travel policies and after obtaining approval for special expenses);
- Alcoholic beverages or tobacco;
- Weapons of any kind or explosives;
- Relocation expenses;
- Entertainment; and
- Recreation.

## **VI. DISCIPLINARY ACTION**

- A. A cardholder who makes an unauthorized purchase with the credit card will be subject to revocation of the credit card, potential disciplinary action including restitution to the District for unauthorized purchases, possible card cancellation, up to and including termination and criminal prosecution.
- B. If any item purchased with a credit card is not acceptable, arrangements must be made for a return for credit or an exchange. A cash refund or check is prohibited unless the vendor insists that a refund must be made by cash or check, then the funds must be deposited immediately with the District Finance Department.
- C. If, for any reason, disallowed charges are not repaid before the credit card billing is due and payable, the District shall have a prior lien against and a right to withhold any and all funds payable to the employee.
- D. Any employee who has been issued a credit card by the District shall not use the card if any disallowed charges are outstanding and shall surrender the card upon demand of the Finance Manager. The District shall have unlimited authority to revoke use of any credit card issued under this section, and, upon such revocation order being delivered to the credit card company, shall not be liable for any costs.

## **VII. RESPONSIBILITY AND ACCOUNTABILITY**

It is the responsibility of each individual cardholder to:

1. Safeguard the credit card and associated account number at all times; lost or stolen credit cards shall be reported immediately to the credit card agency and the District Finance Department;
2. Keep credit card in a secure location at all times;
3. Prevent unauthorized persons from using the credit card and or associated account number;
4. Obtain and retain original itemized receipts for goods and services purchased. All forms of canceled checks and copies of credit card bills do not substitute for original receipts. An employee may be allowed to file an affidavit in lieu of receipt if the original is lost or not obtained;
5. Review in a timely manner, monthly statements from the financial institution for accuracy and ensuring all transactions posted are legitimate transactions made by the cardholder.
6. Receipts and/or packing slips must be attached to the monthly statement. The cardholder must sign the statement certifying all the charges;



7. Submit the statement and receipts to the District Finance Departments within ten (10) business days of the billing date for payment processing;
8. Surrender the credit card and corresponding support documentation to the Human Resources Administrator upon separation from the District.

**VIII. PERIODIC REVIEWS**

The District Finance Department shall conduct periodic reviews for proper card use. Credit card records will be audited from time to time.

## APPENDIX F

### 9/80 WORKWEEK SCHEDULE POLICY

#### I. PURPOSE

To set forth the District's policy and procedure governing the establishment and administration of an available 9/80 workweek schedule.

#### II. POLICY

The District has designated a 9/80 workweek schedule for all employees. If at any time the District determines the work schedules and/or workweek periods offered must be changed, affected employees will be notified of the change at least one (1) pay period in advance of the change. Scheduling of a 9/80 work schedule, including the selection of work days, work times, and the Flex Day Off (FDO), shall be done by management based on business needs. Employees may, however, request consideration for an alternate schedule and FDO. Written management approval is required.

#### III. 9/80 WORKWEEK SCHEDULE

##### A. Work Schedule

The 9/80 work schedule shall consist of eight (8) work days of nine (9) hours and one (1) work day of eight (8) hours for a total of eighty (80) hours during two (2) consecutive workweeks. For non-exempt employees, the eight (8) hour work day must be on the same day of the week as the employee's regular FDO. The District's 9/80 work schedule provides FDO on alternating Fridays.

Under the Federal Fair Labor Standards Act (FLSA), the workweek is defined as "a fixed and regularly recurring period of seven (7) consecutive 24-hour periods (168 hours)." When an employee is assigned to a 9/80 schedule, the 9/80 work week begins on the employee's eight (8) hour day exactly four (4) hours after the scheduled start time and ends 168 hours later, at the same time on the same day during the following week. Thus, the first half of the employee's eight (8) hour day (or four hours) will be on one (1) FLSA workweek and the second half (typically four hours) will be on the *subsequent* FLSA workweek. This results in 40 straight time hours per FLSA workweek, and 80 hours per two-week pay period.

All employees have every other Friday as a designated FDO. The District has two (2) work schedules where the first begins at 7:00 AM and the second begins at 7:30 AM. The time in which an employee begins work dictates the time in which a work period begins.

Work Shifts and Workweek		
If your shift begins at...	Then your workweek begins on...	And ends on...
7:00 a.m.	11:00 a.m. Friday	The following Friday at 10:59 a.m.
7:30 a.m.	11:30 a.m. Friday	The following Friday at 11:29 a.m.

On the Fridays that the District is open, the District has a set meal period for Field Staff from 11:00 A.M. to 11:30 A.M., and Administration Staff from 11:30 A.M. to 12:00 P.M.

B. Pay Periods

Employees should be aware that pay periods may not coincide with the designated FLSA workweek. For purposes of assessing overtime, management determines whether the employee worked over nine (9) hours on a scheduled work day or 40 hours within the FLSA workweek, regardless of the pay period.

#### **IV. HOLIDAYS, PERSONAL TIME OFF AND JURY DUTY**

A. Holidays

Employees who are eligible for holiday pay will be paid for the appropriate workday hours in which the holiday falls, in accordance with the 9/80 work schedule.

B. Leave

Time off from work using accrued vacation, sick, or other paid leave banks or bereavement leave will be charged one (1) hour for every hour taken. Time off from work on the eight (8) hour work day will be charged at eight (8) hours. Time off from work on the nine (9) hour work day will be charged nine (9) hours.

C. Jury Duty

An employee shall not be entitled to jury duty pay, or to overtime pay or compensatory time off for jury duty on the FDO.

#### **V. OVERTIME**

A. Overtime Earned

When a non-exempt employee is on a 9/80 work schedule, overtime for hours exceeding nine (9) hours in a scheduled work day or 40 hours in a workweek will be based on the FLSA workweek. Overtime will be paid at one and one half rate of an employee's regular rate of pay.

B. Overtime Paid

The 9/80 FLSA workweeks may not correspond with the District's pay periods. Therefore, where adjustments to overtime compensation cannot be calculated until the completion of the employee's workweek (e.g., when they occur in the last half of the 8-hour day), a one (1) pay period—delay in the employee receiving the additional compensation may occur.

#### **VI. TRANSITIONING TO OR FROM A 9/80 WORK SCHEDULE**

When an employee transitions from a different work schedule to a 9/80 alternate work schedule, there will be a change to the beginning of the FLSA workweek. This results in a situation in which four (4) hours fall in both the old workweek and the new workweek. The following procedures are designed to avoid an overtime obligation during this change. Any deviation from these procedures must be approved in advance by management.

A. Transitioning to a 9/80 Alternate Work Schedule

For a non-exempt employee, the transition to a 9/80 alternate work schedule will be set to begin during a 36-hour calendar workweek, when a FDO occurs. Four (4) hours in the new FLSA workweek will overlap with the prior 40-hour calendar workweek, but because the following calendar week will contain 36 hours, this will result in 40 hours of straight time in the first new FLSA workweek.

B. Transitioning to a Normal 40 Hour Work Schedule

For a non-exempt employee, the transition back to a normal 40-hour workweek (e.g. "10/80" or "4/10") from a 9/80 work schedule will be set to begin the week following a 36-hour calendar workweek. This will result in 40 hours of straight time in both the prior FLSA 9/80 workweek and the new regular FLSA calendar week.

## **APPENDIX G**

### **CALIFORNIA FAMILY RIGHTS ACT POLICY**

#### **I. PURPOSE**

The District will follow the guidelines provided by the California Family Rights Act (CFRA) for all eligible employees. Employees who qualify are provided up to 12 weeks of unpaid, job-protection leave to care for their own serious health condition or a family member with a serious health condition, or to bond with a new child.

#### **II. POLICY**

This policy implements the guidelines in accordance with CFRA.

#### **III. DEFINITIONS**

- A. 12-Month Period – a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- B. Child – an employee's child, including a child who is 18 years of age or older. An employee's child means a biological, adopted, foster, step-child, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis (in place of a parent).
- C. Family member – an employee's child, parent, spouse, domestic partner, grandchild, grandparent, sibling or designated person.
- D. Parent – the biological, adoptive, step or foster parent, and parent-in-law, of an employee or an individual who stood in loco parentis (in place of a parent) to an employee when the employee was a child.
- E. Spouse – a legal partner, regardless of the sex of the persons, and includes a registered domestic partner as defined below.
- F. Domestic Partner – another adult with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State and who meets the criteria specified in California Family Code sections 297 and 299.2. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.
- G. Grandparent – a parent of the employee's parent.
- H. Grandchild – a child of the employee's child.
- I. Sibling – a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.
- J. Designated Person – any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. Employees are limited to one (1) designated person per 12-month period for family care and medical leave.

- K. Serious health condition – an illness, injury impairment, or physical or mental condition that involves:
1. Inpatient Care (e., an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or
  2. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes anyone (1) or more of the following:
    - A period of incapacity (e., inability to work or perform other regular daily activities) due to a serious health condition of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
      1. Treatment two (2) or more times within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, a nurse, or by a provider of health care services (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 (7) days of the first day of incapacity; or
      2. Treatment by a health care provider on at least one (1) occasion that must take place within seven (7) 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 a health care provider, it does not constitute a regimen of continuing treatment.
    - Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition:
      1. Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse;
      2. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
      3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy). Absences for such incapacity qualify for leave even if the absence lasts only one (1) day.
    - A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

- Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

**L. Health Care Provider –**

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
2. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
3. Nurse practitioners and nurse-midwives, clinical social workers and physician assistants who are authorized to practice under California law and who are performing within the scope of their practice as defined under California law;
4. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and,
5. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

**M. Covered active duty –**

- In the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; and
- In the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

## **IV. GENERAL GUIDELINES**

**A. Eligibility**

1. The employee has been employed by the District for at least 12 months (can be nonconsecutive work for employer over a seven-year period, except that any military leave time while employed counts towards this 12 months of service); and
2. The employee has been employed by the District for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

**B. Permissible Uses of Leave**

1. Leave because of a serious health condition that makes the employee unable to perform the functions of their position;
2. Leave for the birth of a child or to care for a newborn of an employee;
3. Leave after the placement of a child with an employee in connection with the adoption or foster care of a child;
4. Leave to care for a child, parent, spouse, domestic partner, grandparent, grandchild, sibling, or designated person who has a serious health condition; and

5. Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, domestic partner, son, daughter, or parent is on covered active duty or been notified of an impending call or order to covered active duty in the Armed Forces. There are eight general categories of “qualifying exigencies”: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, additional activities, and parental care arrangements.

C. Notice Requirements

Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal and/or written notice as possible of their need for leave. If leave is foreseeable, at least 30 days’ notice is required. In addition, if an employee knows that they will need leave in the future but does not know the exact day(s) (e.g., for the birth of a child or to take care of a newborn), the employee must inform their supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

D. Amount of Leave

Eligible employees are entitled to a total of 12 weeks of leave during any 12-month period.

E. Effects of Holidays and District Closures

If a District observed holiday occurs within a week taken as CFRA leave, the holiday has no effect on the amount of CFRA leave taken and the entire week is still counted as a week of CFRA leave. However, if the employee is using CFRA leave in increments of less than a week, the holiday will not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

If for some reason the District’s activity has temporarily ceased and employees generally are not expected to report for work for one (1) or more weeks (e.g., a closure for December holidays), the days that the District activities have ceased do not count against the employee’s CFRA leave entitlement.

F. 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 (1) year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to leave for one (1) of these purposes (e.g., bonding with a newborn) for less than two (2) weeks duration on any two (2) occasions.

If leave is requested to care for a child, parent, spouse, domestic partner, grandparent, grandchild, sibling, designated person or the employee themselves with a serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions of this policy is required.

G. Intermittent Leave or Leave on Reduced Schedule

Under certain circumstances, leave may be taken intermittently or on a reduced leave schedule.



Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason, rather than for one (1) continuous period of time and may include leave of periods from an hour or more to several weeks. Reduced leave schedule means a leave schedule that reduces the employee's usual number of hours per workweek or workday, usually from full- to part-time.

Where leave is taken because of the birth or the placement of a child for adoption or foster care, a reduced leave schedule may only be taken if the District agrees. Employees may take intermittent leave because of the birth or the placement of a child for adoption or foster care in minimum increments of two (2) weeks duration, with the exception that an employee is entitled to leave for this purpose in periods that are less than two (2) weeks duration on any two (2) occasions.

Where leave is taken to care for a sick family member, or for the employee's own serious health condition, intermittent leave or leave on a reduced leave schedule may be taken when "medically necessary" (e.g., weekly physical therapy treatments). The employee must provide medical certification that there is a medical need for leave (as distinguished from voluntary treatments and procedures) and such medical need can be accommodated best through an intermittent leave or reduced leave schedule. Employees needing such leave must make a reasonable effort to schedule their leave so as not to disrupt the District's operations.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the District may require the employee to transfer temporarily to an alternate position of equivalent pay and benefits during the period that the intermittent leave or reduced schedule leave is required. The District will not transfer employees who take unforeseeable intermittent leave.

If an employee takes leave intermittently or on a reduced leave schedule, only the amount of leave taken may be counted towards the 12 weeks of leave to which an employee is entitled. For example, if an employee takes one (1) day of leave per week, they have used 1/5 of a week of CFRA leave. Similarly, if an employee who regularly works eight-hour days works four-hour days on a reduced leave schedule, the employee would use one-half of a week of CFRA leave.

#### H. Spouses Both Employed by the District

In any case in which both parents of a child, adoptee, or foster child are employed by the District and are entitled to bonding leave, each parent is entitled to take 12 workweeks of CFRA bonding leave during any 12-month period.

#### I. Substitution of Paid Accrued Leaves and Leave's Effect on Pay

Although leave under this policy is unpaid, an employee may elect and the District will require an employee to use paid accrued leaves as described below:

- The District will require an employee to use accrued paid or personal time off (PTO) or vacation, if any, for all or part of any unpaid leave under this policy.
- Where an employee qualifies for CFRA leave and is taking leave pursuant to the state disability benefit plan or worker's compensation benefits, the District may not require substitution of paid leave. However, the employee and the District may mutually agree to have paid leave supplement the disability plan or worker's compensation benefits.

Except to the extent that accrued paid leave is substituted for family care and medical leave, as set forth above, leave under this policy is unpaid.

Upon becoming disabled, an employee should apply for State Disability Insurance (SDI). In addition, under the Paid Family Leave (PFL) law, employees who take time off from work to care for a seriously ill child, spouse, domestic partner, parent, grandparent, grandchild, or sibling, designated person, or to bond with a new child (entering their life either by birth, adoption, or foster care placement), may receive PFL benefits through SDI. For more information, and to obtain claim forms, employees may speak with the Human Resources Administrator, visit any SDI office, or go to EDD's website at [www.edd.ca.gov](http://www.edd.ca.gov). Any paid time used will be integrated so that the employee does not receive more than 100% of regular pay.

PTO or vacation and are not earned during unpaid leaves. Employees who are eligible to accrue vacation only accrue vacation when working or when receiving another form of paid leave earned through their work (for example, when using paid vacation or sick leave), and then only for the portion of the paid leave earned through work.

Also, in circumstances if there is a District closure for a week or more and the employee is not otherwise required to work (such as a holiday closure), the time does not count against an employee's CFRA leave entitlement. Further, employees who are using any accrued paid leave (vacation or personal leave) prior to a paid closure period (if any) are entitled to be paid the same as other employees who are not on CFRA leave during such period.

J. District's Right to Require an Employee to Exhaust CFRA Leave Concurrently with Other Leaves

If an employee takes a leave of absence for any reason that also qualifies under the CFRA, the District may designate that leave as running concurrently with the employee's 12-week CFRA leave entitlement.

K. District and the Employee's Rights if an Employee Requests Accrued Leave without Mentioning CFRA

If an employee requests to utilize accrued vacation leave, personal leave, or other accrued paid time off without reference to a CFRA qualifying purpose, the District may not ask the employee if the leave is for a CFRA qualifying purpose. However, if the District denies the employee's leave request and the employee provides information that the requested time off is for a CFRA qualifying purpose, the District may require the employee to exhaust accrued leave as described above.

L. Reinstatement Upon Return from Leave

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 CFRA 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 their readiness to return.

**M. Employee's Obligation to Periodically Report on Condition**

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

**N. 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 their job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

**O. Misuse or Abuse of Leave**

Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use leave under the CFRA are not protected by the statute's job restoration or maintenance of health benefits provisions.

**V. EMPLOYEE BENEFITS WHILE ON LEAVE**

**A. Group Health Insurance During Unpaid Leave**

Leave under this Policy is unpaid. While on unpaid leave, employees will continue to be covered by the District's group health insurance (which includes health, dental and vision) for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four (4) months each leave year (see below for more information).

If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the District will maintain her coverage while she is disabled by pregnancy (up to four (4) months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).

**B. Benefit Plans Not Provided through the District's Group Health Plan During Unpaid Leave Do Not Continue**

The District does not pay for benefit plans that are not part of the group health plan for any employee on unpaid leave. As a result, employees will not continue to be covered under the District's benefit plans that are not provided through the District's group health plans while the employee is on unpaid leave.

**C. Payment of Premiums**

Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using their paid leave) or direct payments (if the employee is not using their paid leave). The Organization will inform the employee whether the direct payments for premiums should be paid to the carrier or to the Organization, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while employee is on leave.

D. Recovery of Premium if the Employee Fails to Return from Leave

If an employee fails to return to work after their leave entitlement has been exhausted or expires, the District has 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 their family member that would entitle the employee to leave or because of circumstances beyond the employee's control.

## VI. MEDICAL CERTIFICATIONS

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

1. Employee's Own Serious Health Condition

Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one (1) or more of the essential functions of their position. Upon expiration of the time period the health care provider originally estimated that the employee needed for their own serious health condition, the employee must obtain recertification if additional leave is requested.

2. Family Member Serious Health Condition

Employees who request leave to care for a child, parent, domestic partner, spouse, grandparent, grandchild, or sibling who has a serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, spouse, grandparent, grandchild, or sibling and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse, domestic partner, grandparent, grandchild, or sibling. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.

3. Qualifying Exigency

The first time an employee requests leave because of a qualifying exigency, an employee may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service. A copy of the new active duty orders or similar documentation shall be provided to the District if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member. The District will verify the certification as permitted by the CFRA.

4. Time to Provide Certification

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. When this is not possible, the employee must provide the requested certification within the time frame requested by the District (which must allow at least 15 calendar days after the request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

5. Incomplete/Invalid Medical Certification

If an employee provides an incomplete medical certification the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this policy, the District may delay the taking of CFRA leave until the required certification is provided or deny CFRA protections following the expiration of the time period to provide an adequate certification.

If the District has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, 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 second or third medical opinion sought.

## **APPENDIX H**

### **WORKPLACE VIOLENCE PREVENTION POLICY**

#### **I. PURPOSE**

The goal of the District is to provide every employee a safe work environment.

#### **II. POLICY**

Safety and security of employees is of vital importance to the District. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the District or which occur on District property, will not be tolerated. Any act or threat of violence should be documented and reported to a supervisor immediately.

The prohibition against threats and acts of violence applies to all persons involved in District operations including, but not limited to District personnel, contract and temporary workers, and anyone else on District property. Violations of this policy by any individual may result in disciplinary action, up to and including termination, and/or legal action as appropriate.

#### **III. DEFINITIONS**

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

1. Threats or acts of physical harm directed toward an individual, their family, friends, associates, or property;
2. Bullying behavior, i.e., acts or verbal comments that could 'mentally' hurt or isolate a person in the workplace; repeated incidents or a pattern of behavior intended to intimidate, offend, degrade, or humiliate a particular person or group of people; the assertion of power through aggression;
3. The destruction of, or threat of destruction of District property or another employee's property;
4. Fighting, challenging another person to fight, or participating in dangerous or threatening horseplay;
5. Striking, punching, slapping, or assaulting another person;
6. Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise;
7. Harassing or threatening phone calls;
8. Surveillance;
9. Stalking;
10. Possessing a weapon(s) on District property or in District vehicles. "Weapon" is defined as a firearm, unauthorized chemical agent, club or baton, knife, or any other device, tool or implement that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.

#### **IV. INCIDENT REPORTING PROCEDURES**

1. Any District employee, who is a victim of any violent threatening or harassing conduct, who is a witness to such, or who receives a report of such conduct, whether the alleged perpetrator is a District employee or non-employee, must immediately report to their supervisor or the Human Resources Administrator. Employees also should notify the Human Resources Administrator of any restraining order in effect, or if a potentially violent nonwork-related situation exists that could result in violence in the workplace.

Anyone who fears for the safety of person(s) at the scene of the violent act should call law enforcement immediately.

2. The Human Resources Administrator will document the incident, including the employee's name(s), date/time, location, incident description, witness name(s) and statements, description of unidentified parties, description of the act(s) and/or behavior(s) arising from the incident, action taken, and provide any other relevant information regarding the incident.
3. The Human Resources Administrator 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. Any threatening or potentially violent person will be requested to leave the site, or
  - c. Immediately contacting an appropriate law enforcement agency.

#### **V. INVESTIGATION**

The Human Resources Administrator will investigate the violations of the policy as necessary.

#### **VI. PREVENTION**

The District will enforce this policy by:

1. Training supervisors on their responsibilities under this policy;
2. Assuring that reports of workplace violence are addressed and documented accurately and timely;
3. Notifying the Human Resources Administrator and/or law enforcement authorities of any incidents;
4. Making all reasonable efforts to maintain a safe and secure workplace; and
5. Maintaining records and documents of follow-up actions taken related to reports of workplace violence.

#### **VI. ANTI-RETALIATION**

Employees found to be retaliating against anyone making a good-faith report of workplace violence or participating in an investigation, thereof, in violation of this policy will be subject to disciplinary action up to and including termination.

## **APPENDIX I**

### **PEPPER SPRAY POLICY**

#### **I. PURPOSE**

The District is concerned with the welfare and safety of its employees in the field, especially in situations where employees may be confronted by a stray and/or aggressive animal. To address possible encounters with potentially dangerous animals, the District supports field staff's use of pepper spray for self-defense purposes. Pepper spray has been proven to be an effective form of self-protection when encountering dangerous animals. The spray does not kill the animal, but when properly applied, stops the animal, and provides the user with time to safely leave the area.

#### **II. POLICY**

The District supports field staff's use of pepper spray for self-defense purposes when encountering dangerous animals. Pepper spray is a chemical with an active ingredient derived from the cayenne pepper plant. Exposure to pepper spray in aerosol form has physiological effects including inflammation and swelling of the mucus membranes of the eyes, nose, and throat and involuntary closure of the eyes. Pepper spray, also known as oleoresin capsicum (OC), is available commercially in containers that can be used for self-defense purposes. Use of pepper spray solely for self-defense purposes is allowed by state law in accordance with Penal Code § 22810.

#### **III. AUTHORIZATION**

- A. Employees may request authorization by the General Manager to carry pepper spray while on duty.
- B. Authorized employees who have completed the required training may carry pepper spray.
- C. The District will supply the pepper spray container.
- D. Training will be performed by the Safety Program Manager or approved instructor and will include:
  - 1. Review of this policy
  - 2. The instructions accompanying the pepper spray container,
  - 3. Penal Code § 22810, and
  - 4. Usage training.

#### **IV. PROCEDURES**

##### **A. Usage Criteria**

- 1. Pepper spray may be used for self-defense when an employee reasonably believes that it is necessary to protect him- or herself from an imminent physical threat posed by an animal. Pepper spray may be used to incapacitate an attacking animal to avoid physical harm and facilitate escape from danger.



2. Employees should use verbal techniques to de-escalate a confrontation, if possible, before resorting to deployment of pepper spray.
3. Once the attacking animal is incapacitated, use of pepper spray is no longer justified.

#### B. Usage Procedures

1. Whenever possible, employees should be upwind from the attacking animal before using pepper spray and should avoid entering the spray area.
2. Employees should maintain a safe distance from the attacking animal of between four (4) and six (6) feet.
3. A single spray burst of between one (1) and three (3) seconds should be directed at the attacking animal's eyes, nose, and mouth. Additional burst(s) may be used if the initial or subsequent burst proves ineffective.

#### C. Effects of Pepper Spray and Staff Response

1. Within several seconds of being sprayed with pepper spray, the animal will normally display symptoms of temporary blindness and have difficulty breathing and will have a burning sensation in the throat and lungs.
2. Employees should retreat to a safe distance from the attacking animal and immediately call 9-1-1 to request law enforcement assistance.
3. Employees should encourage bystanders to move to a safe location, as applicable.

#### D. Reporting Procedures

1. Any intentional, or unintentional, use of pepper spray shall be reported to the supervisor on the day of the incident, either by phone or in person.
2. A written Incident Report shall be completed by the employee by the end of the next workday and submitted to their supervisor.

#### E. Inspection and Replacement

1. Pepper spray devices shall be maintained in an operational and charged state by authorized employees or vendors.
2. Employees are responsible for following the manufacturer's instructions for care and storage of the pepper spray container.
3. Employees are responsible for requesting replacement of a damaged, inoperable, or empty device.
4. District issued pepper spray containers must be safely stored in the authorized employee's locker at the District while employees are not on shift.

## **APPENDIX J**

### **MAXIMUM MEDICAL INSURANCE CONTRIBUTIONS POLICY**

#### **I. PURPOSE**

The purpose of this policy is to provide the establishment of District maximum contributions for employee group medical insurance.

#### **II. POLICY**

This policy is intended to prescribe the District maximum contributions for employee group medical insurance for eligible employees and their eligible dependents.

#### **III. CONTRIBUTIONS**

##### **A. Establishment of District Maximum Contributions**

The District provides contributions toward employee group medical insurance for eligible employees and their eligible dependents. In fiscal year 2011-12, the District established monthly maximum contributions with the following thresholds: \$2,010.00 for employee and family; \$1,450.00 for employee plus spouse; and \$730.00 for employee only.

1. On July 1 every year thereafter, the monthly maximum contribution levels increased at the rate of two percent (2%).
2. Beginning in Fiscal Year 2024-25, the annual two percent (2%) rate increase shall not occur on July 1, 2024. Rather, the rate increase shall occur on January 1, 2025, so that the adjustment to monthly maximum contributions occurs at the same time new medical insurance premiums are published.
  - a. On January 1 every year thereafter, the monthly maximum contribution levels shall increase at the rate of two percent (2%).
3. The District shall pay all the medical insurance premiums up to the established maximum thresholds. Therefore, the employee shall be responsible for any cost difference above said thresholds of their selected plan.

##### **B. Regulatory Compliance**

1. The administering insurance agreement states, the District is required to pay, in full, the lowest costing employee group medical insurance plan for employee only.
2. Where conflict exists between this policy, the law, and the administering insurance agreement, the latter two (2) shall prevail.

## **APPENDIX K**

### **BASIS FOR HEALTH SAVINGS ACCOUNT CONTRIBUTIONS POLICY**

#### **I. PURPOSE**

The purpose of this policy is to provide the basis for the District's Health Savings Account (HSA) contributions for Consumer Driven Health Plans (CDHP).

#### **II. POLICY**

This policy is intended to prescribe the District's HSA contributions in combination with a CDHP for eligible employees and their eligible dependents.

#### **III. CONTRIBUTIONS**

The CDHP, otherwise known as large deductible healthcare plans were incorporated into the medical plans offered by the District in 2018. Along with the CDHP was an HSA, to offset the large deductible. The District mimicked Association of California Water Agencies/Joint Powers Insurance Authority (ACWAJPIA) established HSA tiers for both Anthem Blue Cross and Kaiser CDHP's.

##### **A. Anthem CDHP**

The basis ACWAJPIA used to establish the HSA contributions for the Anthem CHDP was the Classic PPO deductibles. The Classic PPO is considered the favored plans and has a minimum deductible of \$200 for employees only, \$200 for each employee/dependent, and \$600 for family. The premise of contributions was to take the deductible from the CDHP and reduce it by the amount of the PPO plan. By doing so, the employee is only coming out of pocket by \$200/400/\$600 for the CDHP.

##### **B. Kaiser CDHP**

ACWAJPIA initially established the Kaiser CDHP with a tiered contribution level of \$1350/employee; \$2700/two-party; and \$2550/family, at the time the minimum employee only deductible was set at \$1500, and the minimum family deductible was set at \$2700.00. The out of pocket would be \$150.00 for the employee only and the family. ACWA JPIA found that there was not enough incentive where the contributions were set for the Kaiser CDHP, and they later increased them to \$1600/\$3200/\$3200 to be consistent with the Kaiser CDHP deductibles.

Every January, thereafter, the District will monitor the contribution amounts ACWAJPIA has established for any updates.