Conejo Recreation & Park District

PERSONNEL POLICY MANUAL

ACKNOWLEDGMENT OF RECEIPT

PERSONNEL POLICY MANUAL

As a condition of employment, the District requires that each employee reads and, if necessary, request clarification regarding this Personnel Policy Manual.

This revised Personnel Policy Manual supersedes previous versions.

I acknowledge that I have:

a) Received a copy of the Personnel Policy Manual (Manual) and/or

b) Been provided access to the Manual (such as the District website, intranet, and/or network).

I understand that I am responsible for reading and becoming familiar with the contents and adhering to these policies and any subsequent revisions.

I acknowledge that this signed document will be placed in my personnel file.

_____
Print Employee Name

_____ _____
Signature Date

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CHAPTER 1: OBJECTIVE

The objectives of the Conejo Recreation and Park District ("District") personnel policies and procedures are to facilitate an efficient and productive workforce and to provide a fair and equitable system of personnel management for all current, future and potential employees of the District.

CHAPTER 2: MANUAL ESTABLISHED

Section 2.0 Purpose

The District Personnel Policy and Procedures Manual ("Manual") is hereby established for the purpose of setting forth and defining policies, procedures, rules and regulations, obligations, rights, privileges, benefits, and prohibitions which pertain to all employees of the District and to ensure equal and uniform procedures for dealing with personnel matters.

Section 2.1 Distribution

At the time of hiring, all employees shall be given a current copy of the Manual. As a condition of employment, the District requires that each employee reads and, if necessary, request clarification regarding this Manual. Each employee must sign a statement of receipt acknowledging that they have: a) received a copy or have been provided access to the Manual; and b) understands they are responsible for reading and becoming familiar with the contents of the Manual and any subsequent revisions.

Section 2.2 Revisions

Circumstances will undoubtedly require that amendments and revisions will be made to the Manual from time to time. Accordingly, the District reserves the right to modify, supplement, rescind or revise any provision of this Manual as it deems necessary and appropriate, in its sole and absolute discretion, subject only to the District's obligation, if any, to meet and confer as set forth in Chapter 28. Information to be added, deleted or otherwise amended in the Manual shall be accomplished through the issuance of supplemental bulletins and shall be incorporated within the body of the Manual.

Section 2.3 Legality

If any chapter, section, sub-section, paragraph, sentence, clause or phrase of this Manual is held to be invalid or unconstitutional by any court of competent jurisdiction, such will not affect the validity of the remaining portions of this Manual.

Section 2.4 Compliance

Each employee shall be responsible for compliance with the personnel policies and procedures set forth in this Manual.

Section 2.5 Violation

Pursuant to Chapter 21 of this Manual, violation of any portion of the Manual or any other policy or rules implemented by the District may be grounds for disciplinary action up to and including discharge.

Section 2.6 Administration

a) The General Manager may designate a Personnel Officer for the District, such as the Human Resources Manager.

b) It shall be the function of the Personnel Officer or their designee to administer all provisions of the Manual and the personnel system, maintain all personnel policies and procedures related thereto, advise on all personnel policies which require interpretation and to meet and confer with representatives of employee organizations as required.

Section 2.7 Priority of Collective Bargaining

If a provision of these rules conflicts with any provision of an applicable collective bargaining agreement entered into by the District and a recognized employee organization, to the extent of such conflict, the provision of the collective bargaining agreement shall be deemed controlling unless the provision of this manual has been negotiated more recently.

Section 2.8 No-Contract Provision

THE RULES SET FORTH IN THIS MANUAL DO NOT CREATE ANY CONTRACT OF EMPLOYMENT, EXPRESS OR IMPLED, OR ANY RIGHTS IN THE NATURE OF THE CONTRACT.

Section 2.9 Coverage of Personnel Manual

The provisions of the Manual cover all employees of the District unless a specific provision indicates otherwise.

CHAPTER 3: GENERAL PROVISIONS

Section 3.0 Equal Employment Opportunity

The District is an Equal Opportunity employer and will not discriminate against an employee or applicant for employment in an unlawful manner. Employment in the District shall be based upon merit and fitness, free of discrimination based on ~~race, color, national origin, religion, sex, age, sexual orientation, marital status, physical or mental disability, ancestry, pregnancy or political affiliation or any other basis protected by state or federal law~~ race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, or military and veteran status, or any other basis protected by law.

Section 3.1 Immigration Law Compliance

The District is committed to full compliance with the federal immigration laws. These laws require, among other things, that all individuals pass an employment verification procedure before they are permitted to work by providing satisfactory evidence of identity and legal authority to work in the United States no later than three (3) business days after beginning work. All new hires must follow this procedure.

Section 3.2 Safety

Every employee of the District is responsible for safety. All employees shall comply with the requirements of the federal and California Occupational Safety and Health Act, shall be responsible for adherence to all District safety rules and regulations, including, but not limited to, the Injury and Illness Prevention Plan, and shall be responsible for reporting to the employee's supervisor any conditions deemed to be a health or safety hazard, and all injuries and accidents as quickly as possible.

Section 3.3 Reporting Hazardous Conditions

Employees will not lose pay or otherwise be penalized for refusing to work at a specific location after reporting health or safety hazards at that location that are in violation of official rules and regulations until such hazards are corrected.

Section 3.4 Training

The District shall be responsible for providing necessary safety training by qualified personnel.

CHAPTER 4: CATEGORIES OF EMPLOYEES

Section 4.0 Probationary Employees

All employees serving in full-time District classifications through original and promotional appointments are required to serve probationary periods which are further set forth in Chapter 10 (Probation) of the Manual.

Section 4.1 Regular Full-Time Employees

Employees who successfully complete their initial probationary period and who are employed on a continuous basis and scheduled to work a minimum of forty (40) hours a week shall become regular full-time employees.

Section 4.2 Part-Time Employees

Part-time employees are those whose regularly scheduled hours are less than forty (40) hours a week. Such employees are at-will and serve at the pleasure of the appointing authority, may be separated from employment at any time with or without cause and without right of appeal.

Section 4.3 Temporary or Seasonal Employees

Notwithstanding the rules regarding appointment, recruitment and selection, the District may hire employees on a temporary or seasonal basis for up to ninety (90) days, or for completion of a specific task or project. Temporary or seasonal employees are at-will and serve at the pleasure of the appointing authority and may be discharged at any time, with or without cause, and without rights to appeal if such action is deemed appropriate by the District. The period of temporary appointment may be extended by the District for up to an additional ninety (90) days. An employee will not automatically change from temporary status to any other status merely by working in excess of the period originally expected and/or designated. An employee's status will only change on written notification from the Personnel Officer.

Temporary or seasonal employees may work up to forty (40) hours per week or, where the urgency of the situation warrants, may work more than forty (40) hours in a work week and be compensated at one and one-half (1 ½) times the employee's regular rate of pay for all hours over forty in a work week. Such overtime work must be approved by the District.

Temporary or seasonal employees are not eligible for benefits, except as required by law.

Section 4.4 Fixed Term Employees

Notwithstanding the provision regarding recruitment and selection, an employee can be hired directly for a fixed period of time. That time can be extended by agreement. Fixed term employees are at-will and can be discharged at any time without right of appeal subject to the terms and conditions set forth in their respective agreement. Fixed term employees are not eligible for benefits, except as required by law.

Section 4.5 Rehired Employees

A rehired employee is an employee who is hired following a break in continuous service other than an approved leave of absence. Such an employee is considered as a new appointment for all purposes, including benefits (unless otherwise specified by law) and, if in a full-time position, must pass a probationary period.

Section 4.6 Exempt Employees

Exempt employees are those administrative, professional and executive employees exempt from overtime requirements pursuant to applicable law.

Section 4.7 Non-Exempt Employees

Employees in classifications not part of a category listed under 4.6 above are eligible for overtime pay for hours worked in excess of forty (40) in a work week.

CHAPTER 5: CLASSIFICATION

Section 5.0 Coverage

Full-time employees (including those serving in a probationary period) are in the classified service of the District. The General Manager, and other positions less than full-time are not in the classified service.

Section 5.1 Responsibility

The Personnel Officer or a person or agency employed for such purposes is responsible for ascertaining and recording the duties and responsibilities of all classifications and shall recommend a Classification Plan for such positions. Classification of all such positions shall require the approval of the Board of Directors.

The Division Director, in cooperation with the Personnel Officer, is responsible for approving plans for their respective part-time, temporary, seasonal and fixed-term positions, subject to approval by the General Manager.

Section 5.2 Basis

a) Positions within the Classification Plan shall be classified based on the duties, responsibilities, authority and character of work of the position. A job class may contain more than one position. The Classification Plan shall be developed and maintained to ensure that all positions in the same class shall be sufficiently alike to permit use of a single descriptive title, the same qualification requirements, test of competence and salary schedule.

b) A current job description containing the information relevant to the position's responsibilities, desired education, experience, knowledge, special skills and abilities shall be kept on file by the Personnel Officer.

c) The Personnel Officer shall be responsible for allocating every position in the competitive service to one of the classes established by the Classification Plan.

CHAPTER 6: RECLASSIFICATION

Section 6.0 Responsibility

Reclassification of any full-time position shall require the approval of the Board of Directors. The Division Director, in cooperation with the Personnel Officer, is charged with reclassifying part-time positions.

Section 6.1 Basis

A position may be reclassified on the basis of significant changes in the duties and responsibilities of the job over time.

Section 6.2 Salary

a) When a job position is reclassified, the position shall be allocated to a more appropriate class. If no appropriate class exists, a new job specification shall be developed and a new title, salary range, and anniversary date shall be assigned.

b) When it is necessary to reclassify a position, the District shall attempt to do so without loss of compensation to the incumbent of the position being reclassified.

Section 6.3 Effective Date

A reclassification of a full-time position shall become effective upon approval by the Board of Directors.

CHAPTER 7: APPOINTMENTS

Section 7.0 Appointment to the Position of General Manager

Appointment to the position of General Manager shall be made by the Board of Directors. All other positions shall be appointed by the General Manager or their designee.

Section 7.1 Appointment to Positions Other Than General Manager

Vacancies may be filled by internal recruitment, open recruitment, re-employment, transfer, demotion, appointment from the appropriate eligibility list, or, under certain circumstances, direct appointment. Part-time, temporary, seasonal or fixed term employees may be directly appointed. Direct appointments may be made when the General Manager determines that a position should be filled immediately, requires special expertise, and/or is a management level position. It is the District's policy to encourage and promote the professional growth of each employee. Therefore, preference will be given to qualified current employees whenever possible in filling available positions. An employee's past performance, qualifications, potential, abilities, length of service with the District and job experience are important factors in selection of employees for appointment. The General Manager or designee shall make appointments under this Section.

Section 7.2 Advertising

The Personnel Office, or designee, shall publicize available employment opportunities through appropriate media, and in compliance with applicable state and federal law. The Personnel Office shall also distribute employment opportunity announcements within the District (electronically and/or distribution to worksites). The Personnel Officer may also undertake whatever other recruiting activities they consider necessary or desirable to fill a particular position in a way which meets the District's goal of obtaining the most qualified employees.

Section 7.3 Application Process

a) Individuals applying for employment or promotion must complete the District's application. Completed application forms may be submitted to the District's online system or filed with the Personnel Office, or designee, for initial screening and processing. The District will not process any application which is not fully completed.

b) The District shall provide notice of receipt of completed and signed applications.

c) The General Manager or designee may reject an application, or after examination, may disqualify or remove the applicant's name from an eligible list, if the applicant:

   1) Has made false statements of any material fact, or practiced any deception or fraud on the application or declarations, or in securing eligibility or appointment;

   2) Is found to lack any of the requirements, certifications, or qualifications for the position to which the applicant has applied;

3) Is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation, subject to applicable state and federal law;

4) Is a current user of illegal drugs, subject to the District's Drug Testing Policy (Chapter 43);

5) Is a relative of an employee, and is disqualified pursuant to the provisions in the nepotism policy set forth in Section 7.11 (Appointment of Relatives);

6) Has been convicted of a crime, either a misdemeanor or felony, that relates to the position's duties that the applicant would perform, subject to the provisions set forth in Section 7.8 (Criminal Conduct – Ineligibility for Employment);

7) Used or attempted to use political pressure or bribery to secure an advantage in the examination or appointment;

8) Directly or indirectly obtained information regarding examinations providing for an unfair advantage in the hiring process;

9) Failed to submit the employment application correctly or within the prescribed time limits;

10) Has had their privilege to operate a motor vehicle in the State of California suspended or revoked, if driving is job related to the applied-for position;

11) For any material cause which in the judgment of the Personnel Officer or designee would render the applicant unsuitable for the position, including a prior resignation from the District, termination from the District, or significant disciplinary action.

Section 7.4 Examinations

a) Examinations are one factor, though not the only factor, considered in evaluating candidates for employment or promotions. The purpose of examinations is to evaluate the abilities, aptitudes, and suitability of the candidates as they relate to the position to be filled.

b) The Personnel Officer shall be responsible for developing necessary and job-related examinations, based upon the duties of each position.

c) Examinations are to be graded in an objective manner, applying predetermined measurement criteria.

d) Each eligible candidate must take any required examination(s). For promotional written examinations only, the candidate will be given their score. Failure in one part of the examination, or to meet established standards described in the job announcement, may be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination. A candidate's final score in a given examination shall be the average of the scores on each competitive part of the examination on which the applicant qualified, weighted as shown in the examination announcement.

e) After completion of an open or promotional examination, the Personnel Officer or designee shall prepare an eligible list consisting of the names of candidates who passed the examination, arranged in order of final score, from the highest to the lowest or arranged alphabetically.

Section 7.5 Evaluation Panel

a) In their sole discretion, the Personnel Officer shall convene an Applicant Evaluation Panel for the purpose of evaluating candidates for positions within the District.

b) The Evaluation Panel may consist of qualified and experienced individuals who are not all employed by the District when more than three (3) applicants are to be interviewed. The District may also utilize internal experienced individuals for an evaluation panel.

c) The Evaluation Panel may question applicants about relevant, job-related matters to evaluate their fitness for the position.

d) The Evaluation Panel shall rate each candidate immediately following their appearance before the panel. Each rating sheet shall be submitted to the Personnel Officer who shall prepare the results of the panel evaluation.

e) It shall be the sole responsibility of the Personnel Officer to monitor the activities of the Evaluation Panel and to investigate and make findings of any complaints concerning the Panel or its ratings.

Section 7.6 Eligibility List

a) Candidates who qualify for employment may be placed on an eligibility list. If there are less than three (3) names on the eligibility list, the Personnel Officer may declare such list void and fill the position(s) by any method permitted by these Personnel Rules, including, but not limited to, undertaking new recruiting and testing procedures.

b) An eligibility list shall remain in effect for a period not to exceed six (6) months or until fewer than three names remain on the list. The Personnel Officer may extend an eligibility list for up to six (6) months if requirements for filling the position have not changed and at least three names remain on the list. The Personnel Officer may abolish or extend the list at any time prior to the expiration of the list if they determine that it is in the best interest of the District to do so.

Section 7.7 Selection

a) When a position is to be filled from a promotional or open eligibility list, the top candidates from the eligibility list may be scheduled for a staff interview with the appropriate staff and/or an interview with the appropriate supervisor, who will recommend to the Personnel Officer one of the top candidates or, if none of these candidates are acceptable, will provide written justification for rejection and request additional names. If no person among the top candidates indicates a willingness to accept the appointment, the General Manager or designee may make the appointment

from among the remaining names on the eligibility list or may request a new recruitment and establish a new eligibility list, or may fill the position by any other method authorized by these Personnel Rules.

b) The supervisor will notify the Personnel Office of their selection. The Personnel Office will submit the selected candidate's name to the Division Director and General Manager for their approval.

Section 7.8 Criminal Conduct – Ineligibility for Employment

After a conditional offer of employment is made to an applicant, the District may conduct a background check of an applicant, which may include a review and consideration of the applicant's criminal conviction history. After a conditional offer of employment is made, the District may request and consider information involving criminal convictions, except for misdemeanor marijuana-related convictions that are over two (2) years old, referrals to or participation in a pretrial or post-trial diversion program or convictions that have been judicially sealed, eradicated, dismissed or expunged. Unless otherwise required by law, in considering the criminal history, the District will consider:

a) The position for which the person is applying and whether the position applied for is related to the nature of the conviction;

b) The nature and seriousness of the offense;

c) The circumstances surrounding the conviction;

d) The length of time elapsed since the offense and completion of the sentence;

e) The age of the person at the time of the conviction;

f) The presence or absence of rehabilitation or efforts at rehabilitation.

If the District decides that the applicant's conviction history disqualifies the applicant, the District will notify the applicant of its decision in writing in compliance with applicable law.

Section 7.9 Notification

The successful candidate will be notified, in writing, of their selection for the position contingent on successful completion of any applicable pre-employment procedures (including a pre-employment physical for full-time positions). In addition, the notification will indicate job title, salary range and step, and projected starting date.

Section 7.10 Appointment

If a selectee fails to comply with any of the pre-employment procedures, fails to meet the standards required under any pre-employment procedure, or fails to report on an agreed starting date without prior approval of the Personnel Officer, appointment will be denied and the candidate's name will be stricken from the eligibility list.

Section 7.11 Appointment of Relatives

a) The District may regulate the employment and placement of relatives, spouses and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale.

"Relative" means child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.

"Spouse" means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law.

"Supervisory relationship" means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to their position.

b) The District will not appoint, promote or transfer a person to a position within the same department, division, or facility in which the person's relative already holds a position, if any of the following would result:

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

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

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

d) If a District employee later becomes the spouse of another person employed by the District within the same division, both employees shall be allowed to retain their respective positions provided that a supervisorial relationship does not exist between the couple. During the period of employment, no supervisory position shall exist between the two employees. For the purpose of this section, a supervisorial relationship shall be defined as one (1) in which one person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to their position.

e) Where the circumstances mandate that two (2) spouses shall not work together, the effected division will attempt to either redefine the job responsibilities of the employees to minimize the conflict or issues relating to supervision, safety, security or morale, or transfer one spouse to a similar position within the District. Although the wishes of the involved

parties as to which spouse is to be transferred will be given consideration, the controlling factor in determining which spouse is to be transferred shall be the positive operation and efficiency of the District. If any such transfer results in a reduction in salary or compensation, the same shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.

f) If continuing employment of two (2) spouses cannot be accommodated through sub-part (g) above or consistent with the District's interest in promotion of safety, security, morale and efficiency, then the District retains sole discretion to separate one (1) spouse from District employment. Absent resignation by one affected spouse, the less senior of the involved spouses will be subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal.

CHAPTER 8: PROCESSING AND ORIENTATION

Section 8.0 Orientation

Each new employee in the classified service will be scheduled for an orientation program in order to receive an introduction to the District, its operations, its personnel policies, and a review of employee benefits. During this orientation period employees will complete new hire paperwork. In addition, newly appointed and promotional employees will receive orientation on departmental procedures and specific position requirements.

Section 8.1 New-Hire Processing

The Personnel Office, or designee, will complete a Personnel Action form for all new employees prior to the employee's starting date. In addition, new employees shall complete all necessary paperwork (W-4, etc.) at the orientation session.

Section 8.2 Fingerprinting

At the discretion of the District, a prospective employee may be requested to report for fingerprinting after a conditional offer is made, but before starting employment. Information obtained through the fingerprint check shall be confidential. Cost of the fingerprint check shall be borne by the District. If the check reveals that the prospective employee has been convicted of a felony, which the District is allowed to consider, but which was not revealed by the prospective employee during the pre-employment process, the District may refuse to hire the prospective employee, or if the information is received after the hire date, the District may terminate the employee.

Section 8.3 Identification

At the end of thirty (30) days of satisfactory employment, a District identification card shall be issued to each eligible employee.

Section 8.4 Notification of Changes

Employees shall promptly report changes in name, address, telephone number, marital status, or emergency contact information to the Personnel Office so that personnel records can be kept accurate.

CHAPTER 9: MEDICAL EXAMINATIONS

Section 9.0 Policy

Candidates appointed to fill positions with the District may be required to take a medical examination prior to reporting for work provided that the medical examination is job related, consistent with business necessity, and where all entering employees in similar positions are subject to such an examination. Where a medical examination is required, final approval of employment shall be conditioned upon the successful completion of the medical examination.

In order for an employee to be eligible for promotion or transfer to a job class in a category requiring physical qualifications different from their present job class, the employee may be required to pass the appropriate medical examination.

Section 9.1 Procedures

All medical examinations required under the provisions of this policy shall be performed by a licensed health care provider. The Personnel Officer shall designate the examining health care provider and make arrangements for examination except in cases where an alternative arrangement is approved by the Personnel Officer.

The District shall pay for any medical examination or test required by the District.

The results of the medical examination will be afforded the confidentiality safeguards that are given to medical records, such as maintaining them separately from other records.

The candidate or employee shall be provided an opportunity to submit independent medical opinions for consideration before the District makes a final determination, including where the results of a medical examination would result in disqualification.

Section 9.2 Fitness for Duty

The District may require existing employees to submit to a medical examination for legitimate business reasons and based upon a good faith and reasonable belief that a fitness for duty examination is necessary. Any fitness for duty examination will be job-related and necessary for the efficient operations of the District. The District may require an employee to submit to a fitness for duty examination to determine if the employee is able to perform the essential functions of their job when there is evidence that: 1) the employee appears to be unable to perform or has difficulty performing one or more essential functions of their job; and 2) could cause a reasonable person to question the employee's ability to safely or efficiently complete work duties in a manner that does not harm themself or others.

Results of such tests will be used only for legitimate purposes such as verifying the need for medical leave or determining whether the employee can perform essential functions of their position with or without reasonable accommodation.

CHAPTER 10: PROBATION

Section 10.0 Objective

The probationary period shall be required as part of the testing process for full-time positions and shall be used to closely observe the employee to ensure their ability to perform the required tasks.

Section 10.1 Probationary Employee - Original Appointment

All original appointments to a full-time position in the classified service shall be tentative and subject to a probationary period of twelve (12) months of actual and continuous service. During the probationary period, employment may be terminated at any time, with or without cause, and without rights to appeal, if such action is deemed appropriate by the District. The probationary period may be extended up to an additional three (3) months by the District, in its sole discretion, if it determines that such an extension is desirable or appropriate for any reason. District action under this section shall not be subject to review or appeal. Probationary employees have no vested or property right in their job.

Section 10.2 Probationary Employee - Promotional

All promotional appointments of full-time employees shall be subject to a probation period of six (6) months of actual and continuous service. If an employee fails to complete the probationary period in the promotional position, the employee will be entitled to return to their previous position held immediately before the promotion at the range and step held immediately prior to promotion if there is a vacancy in the prior position. District action under this section shall not be subject to review or appeal. The six (6) month probation period may be extended up to an additional three (3) months by the District, in its sole discretion, if it determines that such an extension is desirable or appropriate for any reason. District action under this section shall not be subject to review or appeal.

Section 10.3 Notice

The District shall not be obligated to give advance notice of termination or reassignment during a probationary period. A probationary employee is not obligated to give advance notice of intent to separate from the District but will be expected to do so whenever possible.

Section 10.4 Rejection of Probationer

A rejection during the probation period shall be effected when the appointing authority files a notice with the Personnel Officer. The effective date of the rejection shall be no later than the last day of the probation period.

Section 10.5 Completion of Probation

An employee shall be retained beyond the end of the probation period only if the appropriate Division Director affirms that the services of the employee have been found to be satisfactory. The Division Director shall submit a completed Performance Review Plan to the Personnel Officer upon satisfactory completion of a probation period.

Section 10.6 Waiver

The probationary period may be waived by the General Manager when a full-time regular position is filled by an incumbent employee who has held the same position on an interim basis for at least six (6) months.

Section 10.7 Policies and Benefits Applicable to Regular and Probationary Full-Time Employees

All other policies and benefits which apply to full-time regular employees shall also apply to probationary employees, with the exceptions listed below:

a) New full-time probationary employees are not covered under the District's group health insurance until after they have selected a plan. Probationary employees have sixty (60) days to select a plan.

b) New full-time probationary employees are not covered by the District dental and life insurance until the first of the month following two (2) months of service.

c) New full-time probationary employees may not use earned sick leave or be granted bereavement time until at least one month of continuous service has been completed. Vacation leave may be used after six (6) months of service is successfully completed.

Section 10.8 Policies and Benefits for other Employees

All employees other than full-time employees are not eligible for dental and life insurance. Subject to eligibility requirements established by the California Public Employees Retirement System (PERS), employees other than full-time who are enrolled in PERS, may be eligible for health insurance (of which the District contributes the Minimum Employer Contribution).

CHAPTER 11: COMPENSATION

Section 11.0 Establishing Compensation

a) The General Manager shall be responsible for recommending wage rates and salary schedules via a Salary Plan for each full-time job class with the exception of the position of General Manager, whose salary shall be determined by the Board of Directors on an annual basis. The General Manager or their designee shall recommend a Salary Plan for all other positions.

b) The Salary Plan shall reflect fairly the similarities and differences in levels of duties, authority and responsibilities, and shall be related to compensation for comparable positions in public employment in the appropriate labor market. The Salary Plan shall be based upon survey data with due consideration given economic and other appropriate indicators.

c) Each job classification shall be assigned a salary schedule in the Salary Plan after meeting and conferring with formally recognized employee organizations as required by applicable law. The Salary Plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibility and authority are included within the same class.

d) The General Manager will submit a Salary Plan for full-time positions periodically to the Board of Directors for their consideration.

e) All salary and wage ranges established by the District are a matter of public record and will be included in the District's annual appropriations budget.

f) When a new job classification is created before any position may be filled the Salary Plan shall be amended accordingly.

g) When duties, responsibilities, and/or authority of a position have changed materially as to necessitate reclassification, such duties shall be allocated by the Personnel Officer to a more appropriate class within the Salary Plan. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions. When a reclassification occurs, no person shall be appointed or employed to fill the reclassified position until the Classification Salary Plan has been amended.

Section 11.1 Salary Ranges

a) Ranges: The Salary Plan will define the minimum and maximum rates of pay, referred to as the salary range, for every position.

b) Steps: There shall be five steps within each salary range for each position: Steps "1", "2", "3", "4", and "5". Step "1" is the minimum salary step and is normally the hiring rate for the class. An employee may be assigned, upon appointment, to other than the minimum salary step upon the recommendation of the Division Director and with approval of the General Manager.

c) Placement: An incumbent who is promoted or reclassified to a higher job class shall be placed in the step of the higher job class that will provide a pay increase of not less than five (5) percent over the employee's former rate of pay, except when the highest step of the higher job class provides a pay increase of less than five percent in which case the employee shall receive the salary designated for the highest step.

d) Salary Step Increases: Employees are normally eligible for merit advancement to the next salary step applicable to the employee's position after completion of the one (1) year probation period. An employee in a six (6) month promotional probation period at step 1 may be eligible for a merit advancement to Step 2 upon successful completion of the probation period, or one (1) year of service at step 2 from the date promotion. The effective date of appointment to the next salary step establishes the anniversary for future potential salary step increases.

e) Consideration for merit advancement to steps 3, 4 and 5 shall normally be made after completion of one year of service in the preceding step in the position unless earlier advancement is authorized by the General Manager.

Section 11.2 Other Compensation

a) Differential Pay: Compensation in addition to the employee's regular compensation may be allowed for hazardous duty, certain work shifts, and temporary assignments or temporarily increased responsibilities not included in the job specifications for the position within the classification. Such compensation may be recommended by the Division Director and approved by the General Manager when appropriate. (See also Section 13.5 (Temporary Assignment to Higher Classification).

b) Short Staffing Differential

1) A full-time employee who is assigned the duties and responsibilities of another full-time employee of the same level or lower to cover a temporary vacancy due to a protected leave and who serves in that role for 30 consecutive calendar days, shall be paid a short staffing differential of 5% of the employee's base rate of pay. The 5% short staffing differential will become effective on the first day following the 30 consecutive calendar days.

2) A full-time employee who is assigned the duties and responsibilities of another full-time employee of the same level or lower to cover a temporary vacancy due to a vacated position and who serves in that role for 60 consecutive calendar days, shall be paid a short staffing differential of 5% of the employee's base rate of pay. The 5% short staffing differential will become effective on the first day following the 60 consecutive calendar days.

3) The employee shall receive the short staffing differential as long as they continue to perform the duties and responsibilities of the temporarily vacant lower-level position, but in no event shall the short staffing differential exceed six months after the initial 30 or 60 days, whichever is applicable. If the employee assigned to cover the temporary vacancy is a CalPERS PEPRA member, the short staffing differential is not subject to pensionable compensation, as defined by CalPERS.

4) In no case shall a short staffing differential and a temporary assignment to a higher classification be paid for the temporary vacancy.

5) Upon application, the General Manager may extend the period of short staffing differential beyond the six-month period, depending upon the individual circumstances of the short staffing. If the period for short staffing differential is not extended by the General Manager, the employee will not be required to continue to take on the additional duties and responsibilities of a full-time employee.

Section 11.3 Overtime Pay and Compensation

a) The regular work week for full-time employees shall be forty (40) hours. All compensated time for non-exempt employees shall count toward the forty (40) hour work week for the purpose of computing overtime payment and accrual of compensatory time.

b) Overtime for non-exempt employees is defined as hours assigned to be worked and actually worked in excess of forty (40) hours in the designated seven (7) day workweek. Overtime shall be compensated at the rate of one-and-one-half (1 ½) times the employee's regular rate of pay. Overtime hours shall be rounded and computed to the nearest quarter hour.

c) Employees who qualify as administrative, executive, or professional employees within the meaning of the Fair Labor Standards Act ("FLSA") are exempt from overtime pay and are not subject to overtime pay set forth in this Section 11.3 (Overtime Pay and Compensation).

d) All overtime assigned to be worked by a non-exempt employee must be approved in advance by the employee's supervisor. Unauthorized overtime is a violation of District policy.

e) Weekends - Non-Exempt: Performing work on the weekends does not automatically entitle non-exempt employees to overtime compensation. However, when a non-exempt employee performs work on a weekend which was not regularly scheduled, such work shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay for any hours exceeding forty (40) in the work week.

f) Holidays - Non-Exempt and Exempt: Full-time non-exempt and exempt employees and part-time non-exempt employees who regularly work twenty (20) or more hour per week year-round who are required to work on a District recognized holiday shall be paid at one and one-half (1 ½) times their regular rate of pay for the hours worked on the holiday, regardless of the number of hours the employee worked during the applicable work week.

For full-time employees:

1) If a holiday falls on a non-workday, the holiday hours will be paid during that pay period.

2) Hours worked on the holiday shall not be flexed for other time off.

g) Callback Pay – Non-Exempt: Full-time non-exempt employees who are called back to physically report to work for a second unscheduled work period in a workday during their non-work hours shall be granted a minimum of two (2) hours of overtime, including a portal-to-portal time allowance of thirty (30) minutes each way regardless of the number of hours actually worked in a work week. Callback hours shall be compensated at the overtime rate with no option for flextime or compensatory time. An employee who has completed their workday or work week but is required to perform work via the telephone or computer from a non-District location shall be allowed to report the time spent on such a call as time worked. This time worked shall be paid as overtime, if and only if, the employee is otherwise eligible for overtime payments.

h) Flextime – Non-Exempt: At the option of the employee and subject to supervisor approval, hours worked beyond the normal number of hours scheduled (other than those hours worked on a District holiday) may be designated as flextime hours and taken off in equivalent hours at some time during the same work week in which the hours were worked. Any flextime hours which have not been used at the end of the work week shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

i) Compensatory time – Non-Exempt: At the option of the employee, any overtime hours worked beyond the normal number of hours scheduled (other than those hours worked on a District holiday) may be designated as compensatory time off in lieu of monetary overtime compensation. The compensatory time is earned at the rate of one and one-half (1 ½) hours for each hour of overtime worked and may be accrued to a maximum of sixty (60) hours. Requests by an employee to use accrued compensatory time shall be granted unless doing so would unduly disrupt District operations.

All accrued by unused Compensatory time must be cashed out each year. This mandatory cash-out will be reflected in the last paycheck of each calendar year or in the final pay following an employee's separation of employment, whichever comes first.

j) Exempt Employees:

1) Exempt Leave: Exempt employees will occasionally work additional hours as needed to meet the demands of their position without receiving additional compensation for such hours.

~~a. Effective with the pay period beginning July 12, 2025, the District will credit employees with 16 hours of Exempt leave.~~

~~b.~~a. Effective January 1 of each calendar year, the District will credit exempt employees with 32 hours of Exempt Leave for use during that year.~~Starting January 1st 2026 and each January 1st thereafter, 32 hours of exempt leave will be available to use.~~

~~c.~~b. Exempt employees are encouraged to flex such time during the pay period (except for hours worked on a District Holiday). Employees may use their

Exempt Leave time in the same manner as they use other accrued leave, and subject to the same restrictions set forth in Chapter 33.

~~d.~~c. Any unused Exempt Leave must be cashed out each year. This mandatory cash-out will be reflected in the last paycheck of each calendar year. Employees who separate from employment will not be paid for any remaining unused Exempt Leave.

2) Exempt Employees Assigned to Overnight Camps: An exempt employee required to work overnight at a District-organized camp shall be entitled to six hours of compensatory time for the hours of 10:00 p.m. to 6:00 a.m. These six hours of compensatory time are paid in recognition of routinely interrupted sleep time to address camp-related issues.

3) Exempt Employees Working Under Declared Emergency: If, as a result of a District-declared emergency, exempt employees are required to work additional hours as part of the District's response to that emergency, the General Manager may authorize additional Compensatory time based on the circumstances.

Section 11.4 Cell Phone Stipend

The District will provide a monthly cell phone stipend to eligible full-time employees according to their classification as set forth in the Memorandum of Understanding for the employee group, or as otherwise approved by the Division Director on a case-by-case basis for other employees. This monthly cell phone stipend is for using their personal cell phone for work. If an employee who is otherwise eligible for the monthly cell phone stipend prefers not to use their personal cell phone for work, the District will provide the employee with a District duty phone. Employees provided with a District duty phone may not use the District phone for personal calls. Provisions of the cell phone stipend are outlined in the Administrative policy on the use cell phones for District business.

CHAPTER 12: EVALUATIONS

Section 12.0 Performance Appraisal

a) The performance of each full-time employee in the classified service shall be evaluated at the end of the first three and six-month periods of employment and at the end of the probation period. Thereafter, reviews shall take place at least annually. The purpose of the performance appraisal is to assist employees in achieving maximum work capacity and planning the employee's future development. When it is known that a supervisor will be separating from service with the District or will be reassigned, the supervisor shall review each employee under their direct supervision if at least a ninety-day (90) period has elapsed since the last review took place. Employees who receive "improvement needed" and/or "unsatisfactory" ratings shall receive interim reviews until the deficiency is corrected or other appropriate action is taken. Deficiencies in performance by an employee may result in a decrease in salary, suspension, demotion, or dismissal.

b) The performance of each part-time employee shall be evaluated at least annually on the anniversary date of their position.

c) The Personnel Office shall notify supervisors of employee performance review date at least two (2) weeks in advance.

d) Information contained in performance evaluations shall be confidential and shall become a part of the employee's personnel file in the custody of the Personnel Officer.

e) An employee may review the material in their personnel file at any time by appointment. An employee who wishes to review their file should contact the Personnel Office to arrange an appointment.

f) No material shall be placed in an employee's personnel file concerning their performance or personal attributes without the knowledge of the employee. The employee shall acknowledge that they have read such material by affixing their signature on the material to be filed with the understanding that although their signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in the personnel file with an appropriate notation by the Personnel Officer.

Section 12.1 Removal of Entry From File

Any derogatory entry may include a date for its removal when the seriousness of the matter does not warrant permanent file retention. Removal of any item in the personnel file may only be authorized by the General Manager and the Personnel Officer.

CHAPTER 13: CHANGE OF PAY STATUS

Section 13.0 Merit Increases

a) Merit increases for employees may be granted only for meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of their position.

   1) Such salary increases for full-time employees shall require the specific recommendation of the employee's immediate supervisor, Division Director and the approval of the General Manager by means of the performance review.

   2) Part-time employees may be eligible for a pay increase based on satisfactory performance documented in the performance review subject to minimum work hours established by the Division. Any pay increase shall require the specific recommendation of the employee's supervisor and the approval of the manager and/or Division Director on an Employee Personnel Action form.

b) An Employee Personnel Action form reflecting a change of status must be submitted prior to the end of the payroll period in which the new status is effective in order for the employee to be compensated at the new rate. In the event that an Employee Personnel Action form is not submitted within the above specified time frame, retroactive pay may be granted.

Section 13.1 Promotion or Reclassification with Higher Salary

a) A full-time incumbent who is selected for promotion or reclassified to a higher salary job class shall be placed in the step of the higher salary schedule that will provide a pay increase of not less than five (5) percent, except when the last step of the higher salary schedule provides a pay increase of less than five (5) percent. In this event, the employee shall retain their anniversary date for merit increase.

b) A full-time incumbent who is selected for promotion or is reclassified to a higher job class resulting in a salary increase of at least five (5) percent shall be assigned a new anniversary date concurrent with the effective date of the action. If a reclassification or promotion results in an incumbent being placed at step 1, the new anniversary date shall be concurrent with the end of the six (6) month probationary period and such an employee shall be eligible for advancement to Step 2 at that time.

Section 13.2 Range Adjustment

a) When a job class is placed at a different range in the salary schedule as a result of a classification and salary survey with no significant changes in the job specification, this shall be considered a range adjustment rather than reclassification and the incumbent shall receive the revised salary. In this event, the employee shall retain their anniversary date.

b) An employee in a job class which is assigned to a different salary schedule as a result of a range adjustment shall retain their same step status and shall retain the same anniversary date.

Section 13.3 Demotion

An employee who is demoted shall be placed in the step of the lower salary schedule that is commensurate with the position being demoted to and that will provide a reduction in pay of not less than five (5) percent. The employee shall be given a new anniversary date for purposes of merit pay increases identical to the date on which the placement in the lower salary schedule occurred.

Section 13.4 More Than One Salary Change on Same Effective Date

When more than one personnel action involving changes in an employee's salary step status become effective on the same day, all changes shall be in accordance with the provisions of this Manual and shall take place in the following order of precedence: (1) merit pay advancement or reduction in salary step; (2) adjustment to salary step in newly authorized salary schedule; (3) promotion, demotion, or classification.

Section 13.5 Temporary Assignment to Higher Classification

a) An employee who is assigned to a higher classification to fill a temporary vacancy and who serves in that position for at least ten (10) consecutive workdays, shall thereafter be paid according to the step in the salary schedule of the new position which is next higher than the salary they were receiving before such assignment. They shall receive this salary as long as they continue to serve in the higher classification and shall be entitled to receive increases within the range for the position. If the employee assigned to a higher classification is a CalPERS PEPRA member, the temporary upgrade in pay is not subject to pensionable compensation, as defined by CalPERS.

b) If the employee is eventually appointed to the higher position, they shall be placed on the salary schedule of the higher job class at their current step and shall retain their anniversary date for merit increases if the promotion represents less than a five (5) percent higher rate of pay. If the promotion represents at least a five (5) percent higher rate of pay, their new anniversary date shall be the date upon which the promotion became effective at the beginning of the pay period.

c) An employee may be assigned to a higher classification to fill a temporary vacancy resulting from an incumbent being on extended leave. The period of time of such an assignment shall not exceed twelve (12) months from date of assignment.

CHAPTER 14: TRANSFERS

Section 14.0 Transfer

a) A transfer is a change in an employee's work location and/or the reassignment of an employee to a vacant position in a job classification for which they are qualified on the same salary schedule as their current job classification.

b) A transfer from one division to another division shall require the concurrence of both Division Directors and for full-time positions, the approval of the General Manager. Such a transfer may be initiated by request of the employee or either Division Director to the Personnel Office.

c) Transfers within a division may be made at the request of a Division Director with the concurrence of the Personnel Officer. Such a transfer need not be initiated at the request of the affected employee.

d) A Personnel Action Form must be submitted to the payroll office prior to the end of the payroll period in which a transfer takes place in order to make appropriate adjustments in the payroll records.

e) An employee transferred to a vacant position on the same salary schedule as their current rate of pay shall retain their anniversary date for purposes of merit pay increases.

f) In order to be transferred to a job class in a higher salary schedule than their current job class, an employee must qualify and compete for the position.

g) Transfers of qualified employees for the betterment of the person and in the best interest of the District shall be encouraged by all echelons of management.

CHAPTER 15: VOLUNTARY DEMOTION AND REINSTATEMENT

Section 15.0 Policy

a) An employee may request a voluntary demotion in their classification for any reason upon approval of the appropriate Division Director and the authorization of the General Manager.

b) An employee taking such a voluntary demotion may be placed in any salary step of the appropriate salary schedule that will result in a reduction in pay of at least five (5) percent and they shall be given a new anniversary date for purposes of merit pay increases.

c) An employee who has taken a voluntary demotion to a lower job class may be reinstated to a vacant position in their former job class upon approval by the appropriate Division Director and with the authorization of the General Manager.

d) Reinstatement to a position in the employee's former job class may be made within one (1) year of the effective date of the voluntary demotion without requiring the employee to re-apply and/or qualify for the position by competitive processes, provided a vacancy exists in that position.

e) An employee reinstated to their former job class from a voluntary demotion shall retain their rate of pay. If their rate of pay is not included in the salary schedule of their former job class, a determination concerning their salary shall be made at the time of reinstatement. The employee shall receive a new anniversary date for purposes of merit pay increases which shall be the effective date of their appointment to the position in the higher salary schedule.

CHAPTER 16: PAYROLL PROCESSING

Section 16.0 Pay Periods

All employees shall be paid on a bi-weekly basis.

Section 16.1 Submission

By Monday at noon following the close of the pay period, supervisors shall furnish the payroll office with the attendance records of their personnel, signed by the employee and approved by the supervisor as certified for payment.

a) A time sheet or time card found to be incorrect or incomplete shall be returned to the appropriate supervisor and may result in a paycheck being delayed if the amended attendance record is not returned to the payroll office prior to the completion of payroll processing.

b) Falsification of time sheets or time cards may result in disciplinary action up to and including discharge.

c) All hours recorded on the time sheet must be entered by the employee and certified by their signature. If changes are needed to complete or correct a time sheet, such changes shall be made by the employee and approved by the supervisor. A supervisor or other employee making any notations on the time sheets must initial and date such entries.

d) Payrolls shall be presented to the Board of Directors for ratification within thirty days following the payroll period.

Section 16.2 Early Payment

An employee may request in writing, early payment of salary earned up to two (2) times per calendar year. The Personnel Officer has the authority to approve justifiable requests upon receipt of the employee's written request of payment of earned but unpaid compensation.

Section 16.3 Distribution

a) Payroll checks shall be mailed to employees and pay statements are available electronically to employees by the Friday after the close of the pay period. Pay checks sent to the worksite shall be distributed by the supervisors on the Friday after the close of the pay period.

b) Paychecks not claimed on payday shall be kept in the custody of the appropriate supervisors for a period of three (3) days. At the end of that period, any paychecks still unclaimed shall be returned to the Payroll office. The Payroll office shall make efforts to distribute the check by sending notification to the employee's last known address.

c) Any payroll check which has been unclaimed or uncashed for a period of at least ninety (90) days shall be voided.

d) Any employee seeking payment after a check has been voided must contact the Payroll office.

e) All monies due to a deceased employee shall be held by the District pending notification by the Personnel Officer to release the funds to the legally designated party.

Section 16.4 Advances

The District does not provide any payroll advances or extend credit to employees.

Section 16.5 Deductions

Certain deductions required by law will be made from each employee's wages. These include state and federal income taxes, and Medicare for employees hired after April 7, 1986. In addition to mandatory deductions, authorized amounts may be withheld for:

- Contributions to District authorized retirement, health, and life insurance.
- Voluntary contribution to other benefits such as the 457 Plan or Flexible Spending Accounts
- Dues and other deductions for employee organizations.

Section 16.6 Garnishments

Wage assignments against an employee's compensation shall be carried out only when the District is obligated to do so by Court Order and shall be in strict compliance with laws governing such wage assignments.

CHAPTER 17: WORKING HOURS

Section 17.0 Working Hours

a) This Section is intended to define the normal hours of work and work schedules for full-time employees and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

1. The normal work day shall be eight (8) consecutive hours of work, exclusive of an unpaid lunch period in a consecutive twenty-four (24) hour period.

2. The normal schedule during the week shall be five (5) consecutive work days and two (2) days of rest in a seven (7) consecutive day period.

3. When shift changes occur, there shall be a minimum of twelve (12) hours between shifts.

4. Except for exempt employees, when work schedules are regularly and routinely used, such schedules shall be posted at least fourteen (14) calendar days prior to the effective date of any routine and general work schedule change.

5. A schedule may be established that provides for a ten (10) hour work day, four (4) days per week, with an hour or half-hour unpaid lunch period.

6. A schedule may be established that contains nine (9) hour work days with an hour or half-hour unpaid lunch period, providing the employee receives overtime compensation or compensatory time off for hours worked in excess of the forty (40) hour work week.

b) The foregoing provisions may be modified based upon changes in applicable State and Federal law.

c) Nothing herein shall be construed to affect in any manner whatsoever existing irregular work day or work week assignments required for the maintenance of necessary operations.

d) Nothing herein shall be construed to limit the authority of management to make temporary assignments to different locations or shifts for up to ten (10) work days, or for the purpose of meeting emergency situations over which the District has no control. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 17.1 Permission to Leave During Working Hours

If it becomes necessary for an employee to leave their assigned work area during working hours, permission to leave must be obtained from the employee's immediate supervisor before the employee leaves. If the immediate supervisor is not available, the employee must obtain approval from the next highest authority.

Section 17.2 Meal and Rest Periods

a) Each supervisor shall schedule rest periods (whenever possible) such that each employee is allowed two (2) fifteen-minute rest periods for every eight-hour regular shift worked.

b) Rest periods shall be taken at a time designated by the employee's supervisor and must not interfere with the completion of regular or emergency work. Rest periods may not be combined to shorten the workday or to extend the meal period.

c) Uncompensated meal periods for full-time employees are normally one (1) hour in duration but can be one half (1/2) hour in certain circumstances and shall be scheduled by the supervisor.

CHAPTER 18: OPERATION OF VEHICLES ON DISTRICT BUSINESS

Section 18.0 Policy

Only authorized employees and volunteers shall drive District vehicles. Any person who uses a District vehicle or allows the use of the District vehicle without proper authorization shall be subject to disciplinary action up to and including discharge.

Section 18.1 License

Employees who use a District vehicle shall be required to maintain a valid California driver's license. Proof of such license shall be provided to the personnel office. The valid license number must be on file with the appropriate supervisor before a person is authorized to drive a District vehicle.

Section 18.2 Special Certification

a) If a current District employee is requested to acquire a certain type of vehicle license or certificate for the convenience and benefit of the District, the District shall be responsible for any expenses incurred in obtaining and retaining such a license or certificate.

b) If possession of a certain type of operator's license or certificate is required for original appointment, promotion or increase in salary, the employee shall acquire such license or certificate at their own expense.

Section 18.3 Record Investigation

a) An applicant or employee may be required to submit a "Driver's Application for Employment" form to the personnel office for the purpose of investigating the driver's records through the Department of Motor Vehicles.

b) In the event that the District's automobile insurance carrier excludes a certain employee from the policy on the basis of a poor driving record as obtained from the Department of Motor Vehicles such employee shall be restricted from operating any vehicle on District business, either a vehicle owned by the District or one privately owned.

c) If the employee is required to operate a vehicle as a part of the job, and the employee is restricted from driving on District business, the employee may be transferred into a position which does not require driving or may be terminated at the discretion of the District.

Section 18.4 Use of Vehicles

Authorization to use District vehicles shall be granted solely for the purpose of providing transportation while on District business or performing tasks related to District maintenance and operations.

Section 18.5 Standard of Care

Any person authorized to use a District vehicle shall assume reasonable responsibility for the security and care of the vehicle. They shall also exercise caution and consideration towards others in driving practices in a manner that will reflect positively on the District. The employee is required to obey all traffic ordinances and rules.

Section 18.6 Reporting Accidents

In the event of any accident the employee shall immediately notify their supervisor and the Personnel Office.

CHAPTER 19: UNIFORMS AND DRESS STANDARDS

Section 19.0 Uniforms

Designated employees shall be required to wear District uniforms.

a) Uniforms and clothing items issued to employees shall remain the property of the District and shall be returned by the employee upon termination. Employees may be required to replace lost, stolen or damaged uniforms, except for normal wear and tear, at their own expense.

b) Employees shall be responsible for keeping uniforms clean and in serviceable condition.

c) When issued clothing no longer fits properly or must be replaced due to normal wear and tear while in the performance of duty, such clothing shall be replaced by the District.

Section 19.1 Conduct in Uniform

While wearing District clothing, employees shall not engage in conduct which violates any rules or standards set forth in this Manual or otherwise reflects unfavorably upon the District. Violation of this Section may result in disciplinary action, up to and including discharge.

Section 19.2 Non-Uniform Dress

Employees not required to wear uniforms during business hours are expected to dress in good taste and in the manner appropriate to the position held.

Section 19.3 Off-Duty

Employees shall not wear District clothing when off duty except when traveling to and from their District work station.

CHAPTER 20: GIFTS, GRATUITIES AND SOLICITATION

Section 20.0 Policy

a) Except as provided in Section 20.2, no employee during the course of their employment with the District shall accept non-authorized money, gifts or favors of any kind from any person, organization or business who has any dealings with the District.

b) No employee shall solicit or accept gratuities in return for services performed for the public during hours when they are being compensated by the District.

Section 20.1 Disposition

Unsolicited token holiday gifts, premiums and promotional items shall become the property of the District and their use shall be determined by the General Manager.

Section 20.2 District Solicitation

Any employee desiring to solicit or to have solicited either directly or indirectly, money or materials of any kind, including prizes, for the purpose of assisting in the promotion of any recreation program or activity, must secure written approval, in advance, from the General Manager.

Section 20.3 Social Collections

Collection of funds from employees for the purpose of purchasing gifts or defraying expenses of employee social functions must have prior written approval of the General Manager. No employee shall be obligated to participate in any such collection. Employees desiring to purchase gifts and/or arrange for social functions not sanctioned by the General Manager shall do so during times other than working hours and away from District property.

Section 20.4 Conflict of Interest Statements

Certain classifications of employees are legally required to file conflict of interest statements at time of hire and on an annual basis thereafter and at time of separation from the District.

Section 20.5 Bulletin Boards and/or Publications

District bulletin boards and/or publications shall not be used for solicitations of any kind.

CHAPTER 21: STANDARDS OF CONDUCT

The District requires order and discipline to succeed and promote efficient, productive operations and to assure cooperation among employees. For this reason, the following are examples of types of conduct that are impermissible and that may lead to disciplinary action up to including immediate discharge. Since it is not possible to provide an exhaustive list of all types of impermissible conduct and performance, the following are examples of impermissible conduct:

1. Any action which discredits or hinders the performance of District functions, including misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, the willful giving of false information or withholding information with the intent to deceive.

2. Insubordination, including improper conduct toward a supervisor or refusal to perform lawful tasks assigned by a supervisor in an appropriate manner.

3. Possession, distribution, sale, use or being under the influence of an alcoholic beverage or illegal substance, while on District property, while on duty, while subject to being called to duty, or while operating a vehicle leased or owned by the District.

4. Release of the District's confidential information.

5. The unauthorized use or removal from the District of property or equipment owned by the District.

6. Falsifying or unauthorized altering of any time keeping record or removing or destroying of any time keeping records from the designated area without proper authorization.

7. Falsifying or making a material omission on an employment application or making erroneous entries or material omissions on any District record.

8. Misusing, destroying or damaging District property or the property of any fellow employee.

9. Fighting on District property.

10. Bringing any dangerous or unauthorized materials, such as explosives, firearms, or other similar items onto District property.

11. Unsatisfactory performance.

12. Solicitation for a candidate (including oneself) for elective office in national, state, county or municipal elections, or solicitation of any contribution or endorsement from other officers or employees of the District while on District property, during working hours, or in District uniform.

13. Use of the services of the District to solicit or process any political contribution, monetary or otherwise, from other officers or employees of the District.

14. Direct or indirect use or the promise, threat, or attempt to use any office, authority or influence, whether then possessed or merely anticipated, to confer upon or secure for any person or to aid or obstruct any person in securing or to prevent any person from securing any position, nomination, confirmation, promotion, change in compensation, or position within the District upon consideration that the vote or political influence or action of such person or another shall be so given or used in behalf of or withheld from any candidate, officer or party or upon any other corrupt condition or consideration.

15. Performing tasks of a personal nature (including those for another employer or employee or both) not directly related to the business of the District or using District property during hours for which compensation is being made by the District.

16. Harassment, retaliation or discrimination against another employee. (See Chapter 22 for further definition of harassment).

17. Sleeping while on duty.

18. Leaving one's department or assigned location on District property without approval prior to the end of the scheduled work shift.

19. Violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.

20. Violation of any District rule or policy.

21. Violation of any ordinance governing District recreation and park facilities including payment of fees and charges for such use.

22. Conviction of a felony may result in dismissal from the service of the District with final determination being made by the General Manager.

23. Incompetency, inability to comply with the minimum standard of an employee's position for a significant period of time or failure to maintain license or certificate required for the performance of the employee's position.

24. Excessive absenteeism.

25. Inexcusable absence without approved leave.

26. Abuse of sick leave, i.e., taking sick leave without a health care provider's certificate when one is required, or misuse of sick leave.

27. Discourteous treatment or abusive conduct towards the public or other employees.

28. Violation of the rules and regulations published in any division.

29. Outside employment not specifically authorized by the District.

30. Willful violation of any of the provisions of the ordinances, resolutions or any rules, regulations or policies which may be prescribed by the District.

31. Making false or malicious statements concerning any employee, the District or the District's policies or practices.

32. Working overtime without authorization.

CHAPTER 22: DISCRIMINATORY HARASSMENT

The District is committed to providing a work environment free of discriminatory harassment. This Chapter which contains the District's Discriminatory Harassment Policy ("Harassment Policy") defines discriminatory harassment and sets forth a procedure for the investigation and resolution of complaints of such harassment by or against any employee or applicant or from a person providing services for the District pursuant to a contract.

Discriminatory harassment violates this Harassment Policy and will not be tolerated. Discriminatory harassment of an applicant or employee or person providing services pursuant to a contract, is harassment based on actual or perceived ~~race, religious creed, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, age, gender identity, gender expression, or sexual orientation, military/veteran status, or as otherwise defined by the fair Employment and Housing Act or federal law~~. race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, or military and veteran status, or any other basis protected by law. It is also improper to retaliate against any individual for making a complaint of discriminatory harassment or for participating in a harassment investigation.

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

Employees who violate this Harassment Policy may be subject to disciplinary action up to and including discharge.

Section 22.0 Definition

a) Harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit, nor even specifically directed at the victim. Sexually harassing conduct can occur between people of the same or different genders.

b) Harassment includes, but is not limited to the following misconduct:

1. Verbal:

   Examples of prohibited verbal harassment include inappropriate or offensive remarks, slurs, jokes or innuendoes based on actual or perceived sex, race, religious creed, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, age gender identify, gender expression, sexual orientation, military/veteran status, or as otherwise defined by the Fair Employment and Housing Act or federal law. This may include, but is not limited to, inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation of a sexual nature; or sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender.

2. Physical:

   Examples of prohibited physical harassment include inappropriate or offensive touching, assault, or physical interference with free movement when directed at an individual on the basis of actual or perceived sex, race, religious creed, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, age, gender identity, gender expression, sexual orientation, military/veteran status, or as otherwise defined by the Fair employment and Housing Act or federal law This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling or sexual gestures.

3. Visual or Written:

   Examples of prohibited visual or written harassment includes the display or circulation of offensive or derogatory visual or written material related to sex, race, religious creed, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, age, gender identity, gender expression, sexual orientation military/veteran status, or as otherwise defined by the Fair employment and Housing Act or federal law. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics or electronic media transmissions.

4. Environmental:

   A hostile work environment is one that is permeated with inappropriate or offensive talk, innuendo, insults or abuse directed against a person based on a protected category that is not relevant to the subject matter of the job. A hostile environment can arise from an unwarranted focus on sexual or racial or religious topics or sexually suggestive statements. An environment may be hostile if unwelcome behavior is directed specifically at an individual or if the individual merely witnesses unlawful harassment in their immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency and severity of the conduct, whether the conduct is humiliating or physically threatening, whether the conduct could reasonably be considered hostile or offensive, whether the conduct is related to the District's legitimate business interests and whether the conduct unreasonably interferes with an individual's work.

Section 22.1 Relationships Between Supervisors and Subordinates

Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an actual or perceived appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. All District employees, even those in romantic or sexual relationships, are expected to always

exhibit professional and reasonable behavior towards all other persons during District scheduled work hours, at District facilities and locations and while performing work on the District's behalf.

Section 22.2 Outside of Scope

By definition, harassment is not within the course and scope of an individual's employment with the District.

Section 22.3 Prohibited Behavior by Managers or Supervisor

a) No supervisor, manager, or other authority figure may condition any employment, employee benefit or continued employment in this District on an applicant's or employee's acquiescence to any of the discriminatory or harassing behavior described in this Harassment Policy.

b) No supervisor, manager, or other authority figure may retaliate against any applicant, or employee, because that person has opposed a practice prohibited by this Harassment Policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by an authorized investigator, officer, tribunal, agency or other body tasked with making factual or legal determinations regarding harassment, discrimination or retaliation.

c) No person shall destroy evidence relevant to an investigation of harassment discrimination or retaliation.

Section 22.4 Behavior Prohibited By All Persons

a) No supervisor, manager, authority figure, employee or any other person performing District services shall create a hostile or offensive work environment for any other person by engaging in any discriminatory harassment or by tolerating it on the part of any employee.

b) No supervisor, manager, authority figure, employee or any other person performing District services shall assist any individual in doing any act which constitutes discriminatory harassment against any employee of the District.

Section 22.5 Obligations of Supervisor/Managers

a) A copy of this Harassment policy shall be provided to all employees of the District, as well as displayed in prominent locations throughout the District.

b) A copy of the information sheet on prohibition or workplace discrimination and harassment prepared by the California Civil Rights Department ~~Department of Fair Employment and Housing~~ will be publicly posted as required by law and is available to all District employees upon request.

c) The District shall periodically notify employees of the procedures for registering a complaint as well as available redress. Such notification shall occur through the normal channels of communication.

d) The Personnel Office shall make available upon request information from the California Civil Rights Department ~~Department of Fair Employment and Housing~~ and the Equal Employment Opportunity Commission about filing claims of harassment with these entities.

e) A copy of this Harassment Policy shall appear in any publication of which sets forth the comprehensive rules, regulations, procedures and standards of conduct for employees.

f) Employees of the District shall receive periodic training on the prevention, restrictions and remedies relating to discrimination, harassment and abusive conduct and the provisions set forth in this Harassment Policy consistent with applicable law.

Section 22.6 Complaint Procedures

Employees who believe they have experienced any form of employment discrimination, harassment or retaliation are encouraged to report this experience immediately, using the complaint procedure provided herein.

a) Obligations of all Employees:

1. All employees should immediately report any conduct that they believe violates this Harassment Policy. This includes conduct they personally experience or directly observe, whether or not reported by the employee who is the target of the conduct. This also includes conduct by or directed at non-employees, such as contractors, sales representatives or service vendors.

2. Employees should immediately report the conduct they believe violated this Harassment Policy to their supervisor, manager, any Division Director or the Personnel Office. Under no circumstances shall employees of the District who believe they have been the victim of discrimination or harassment or retaliation be required to first report that prohibited conduct to a supervisor or other authority figure if that person or authority figure is the individual who allegedly committed the prohibited conduct. These employees should instead report this observed conduct to any supervisor or Division Director or the General Manager.

3. All employees must cooperate with any investigation conducted by the District or its agents regarding any alleged act of discrimination, harassment or retaliation prohibited by this Harassment Policy. Any information employees provide as part of the investigation shall be kept confidential to the extent possible and as provided by law, and shall only be released to persons on a need-to-know basis, and/or as part of the final report or disclosure.

b) Responsibilities of Supervisors or Management:

1. Any supervisor or manager who receives a complaint regarding discriminatory harassment shall immediately report it to the General Manager. If it is not possible to report it to the General Manager, then the supervisor or manager must instead report the complaint to the Personnel Officer.

2. All supervisors and managers are required to maintain confidentiality to the extent possible in communicating or investigating any claims of alleged discrimination or harassment.

c) Investigative/Corrective Action:

1. The General Manager or designee will take appropriate and corrective action to address conduct prohibited by this Harassment Policy, including authorizing an investigation of the complaint. The investigation will be conducted in a manner that ensures, to the extent feasible, the privacy of the parties involved.

2. The person designated to investigate shall immediately report in writing the findings of fact to the General Manager. The General Manager will determine whether the Policy has been violated and communicate the conclusion to the complainant.

3. Disciplinary action shall be decided in accordance with District policy and after consultation with the Personnel Office.

CHAPTER 23: LAYOFF, REASSIGNMENT, REINSTATEMENT AND REEMPLOYMENT

Section 23.0 Layoff

Whenever, in the judgment of the Board of Directors, it becomes necessary to abolish any position or employment, reorganization or other reason, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal.

The District may, after consultation with formally recognized employee organizations as required by law, consider alternative actions in order to minimize layoffs. In determining classifications for layoff, the appointing authority will consider which classifications would have the least impact on the continued effectiveness of the Division, while at the same time meeting the necessary reduction in force requirements as determined by the District.

Section 23.1 Notification

a) No less than ten (10) working days before the effective date of the layoff, the appointing authority will notify the Personnel Officer of the name(s), classification(s), and reason(s) for the layoff of employees.

b) All regular District employees to be laid off will be given written notice from the Personnel Office of the effective layoff date no less than ten (10) working days before the effective day of the layoff. Such notice will be hand delivered or sent by certified mail.

c) The written notice shall inform the employee of their displacement and priority employment rights.

Section 23.2 Order of Layoff

Reduction in Force: Once the classifications to be reduced have been identified, the appointing authority shall determine the employee(s) to be laid off in the following order:

a) Employees in the identified classifications that are not included in PERS (e.g., temporary employees).

b) Employees in a limited-term position in reverse order of their classification length of service in the identified classifications (i.e., employees with the least amount of classification service in the classifications identified to be reduced).

c) Original probationary employees in reverse order of their classification length of service in the identified classifications.

d) Regular employees who, within the twenty-six (26) pay periods immediately prior to the layoff, have had a disciplinary action that resulted in a demotion, reduction of pay, or a suspension without pay for one (1) day or more.

e) Regular employees who within the twenty-six (26) pay periods immediately prior to the layoff have had their step increase withheld for reasons of unsatisfactory job performance.

f) Regular employees who on their last performance review received an unsatisfactory job performance evaluation. (Unsatisfactory is defined as two marks on the employee performance evaluation form to the right of the "Meets Expectations".)

g) Regular employees with the least continuous classification service.

h) If there are two or more employees to be laid off who have identical length of classification service, the order of layoff shall be by total length of continuous service. If such District length of service is also identical, layoff shall be by random selection made by the Personnel Officer.

Section 23.3 Reassignment

a) The Division Director shall attempt to reassign an employee whose position has been abolished due to lack of work, lack of funds or other reason to any vacant position within the division in an equivalent or lower job class for which they meet the minimum requirements.

b) Whenever an employee whose position has been abolished cannot be reassigned to a vacant position within their division, the Personnel Officer shall attempt to reassign the employee to any vacant position in any other division in an equivalent or lower job class for which they meet the minimum requirements.

c) If an employee is reassigned to a vacant position in an equivalent or lower job class, they may be placed in any salary step of the appropriate salary schedule that does not provide an increase in salary.

d) Two (2) weeks' notice of impending reassignment shall be given whenever possible.

Section 23.4 Displacement Rights (Bumping)

Regular employees who are designated to be laid off and have held regular status in a lower classification within the same division, may displace employees in that lower classification. If the employee in the higher classification has not held regular status in a lower classification, that employee is not entitled to displacement rights. Displacement rights are subject to the following conditions:

a) Employees who have been laid off in accordance with the criteria defined in Section 23.2(d) are not eligible for bumping.

b) The employee exercising the displacement privilege will displace employees in lower classifications in the same order as specified in Section 23.2(e) to (g).

c) All employees must exercise displacement privileges within five (5) working days after receipt of the Notice of Layoff, by written notice to the Personnel Officer. If these privileges are not exercised within the specified period, they are automatically forfeited.

Section 23.5 Demotions

Upon request of the employee subject to layoff and with the approval of the appointing authority, a regular employee who has not held status in a lower classification may be allowed to demote to a vacant authorized position in the same department if they meet all the requirements of the lower position as determined by the appointing authority.

All employees subject to layoff, but who request to be demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the rate of pay is within the range of the lower position. If this is not the case, the rate of pay shall be within the salary range of the lower position which is closest to the rate of pay prior to demotion.

Section 23.6 Transfers

The appointing authority may transfer a regular employee to a vacant authorized position in lieu of layoff if the employee is qualified and technically capable of performing the duties as determined by the appointing authority.

Employees who are transferred in lieu of layoff will be paid at a rate of pay equal to the rate of pay prior to transfer. Any employee who does not accept a transfer in lieu of layoff within five (5) working days after Notice of Transfer is given will have automatically forfeited their ability to transfer in lieu of layoff.

Section 23.7 Reemployment List

Employees Demoted as a Result of Reduction in Force: Regular employees who are demoted as a result of a reduction in force shall have their names placed on a classification reemployment list, in the order of their classification seniority. Vacant positions within a classification series set to be filled by the District shall be first offered to eligible employees on this list who qualify for such vacancies.

Reemployment of Employees Laid Off as a Result of Reduction in Force: Employees who are laid off and who held regular status at the time of layoff shall have their names placed on a Reemployment List for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify in the order of their classification seniority. Vacant positions in such classifications set to be filled by the District will be offered to eligible persons on the Reemployment List who qualify for such vacancies prior to an open or promotional recruitment.

Employees who are laid off and who held regular status at the time of layoff shall also be eligible to compete for positions in classifications at a higher salary range within the same classification series of the position held prior to the layoff.

Duration of Reemployment Lists: The eligibility of the individual on the Reemployment Lists shall extend for a period of two (2) years from the date of demotion or layoff. Eligible persons not responding to written notification of an opening within ten (10) working days shall have their names removed from the Reemployment List.

Section 23.8 Benefits Upon Reemployment

Upon reemployment within one year following a reduction in force, an individual will have the following benefits restored:

a) Prior sick leave accruals consistent with applicable law.

b) Seniority at time of layoff for purposes of determining merit increases, vacation accruals and future reduction in force.

Section 23.9 Other Provisions

Non-Discrimination in Reduction in Force: Layoffs and demotions which result from a reduction in force shall be made without consideration being given to an employee's race, religious creed, color, national origin, ancestry, religion, sex, age, citizenship, physical or mental disability, marital status, gender identity, gender expression, sexual orientation, military/veteran status, or otherwise defined by the Fair Employment and Housing Act or federal law.

Continuation of Employee Assistance Plan Benefits: Employees who are laid off and who held regular status at the time of layoff shall be kept on the EAP for a period of sixty (60) days beyond their layoff date.

CHAPTER 24: SUSPENSION, DEMOTION, AND DISCHARGE

Section 24.0 Demotion

The appointing authority may demote a regular employee for disciplinary reasons. No employee shall be demoted to a position for which they do not possess the minimum qualifications. Any disciplinary demotion action for a full-time employee shall be in accordance with Chapters 25 and 26 of this Manual.

Section 24.1 Suspension

The appointing authority may suspend a regular employee from their position at any time for a disciplinary purpose. Suspensions without pay shall not exceed two (2) weeks. Division Directors may suspend a subordinate full-time employee for not more than four (4) working days at any one time, and not more frequently than on such suspension in a thirty (30) day period for disciplinary purposes. Suspensions shall be reported immediately to the Personnel Officer by the Division Director. Disciplinary suspensions for full-time employees for less than five (5) days or more shall be in accordance with Chapters 25 and 26. Suspensions of full-time employees for less than five (5) days must be followed by notice to the employee with a statement of reasons. FLSA exempt employees are not subject to suspension except for violations of major safety rules or in one work week increments.

Section 24.2 Involuntary Discharge

When in the opinion of the Division Director, General Manager and Personnel Officer, the performance or conduct of an employee so warrants, a full-time employee may be discharged in accordance with Chapters 25 and 26.

CHAPTER 25: PROCEDURE FOR DISCIPLINARY DEMOTIONS, REDUCTION IN PAY, SUSPENSION, DISCHARGE

Section 25.0 Policy

Prior to the suspension for five (5) days or more, demotion, reduction in pay or discharge of a full-time employee for disciplinary purposes, the procedure set forth in this chapter shall be complied with.

Section 25.1 Written Notice

Written notice of the proposed disciplinary action shall be given to the employee at least fourteen (14) calendar days before proposed action. Such notice shall include a statement of the disciplinary. action intended, the specific charges upon which the action is based, a summary of facts upon which the charges are based, a copy of all written materials, reports or documents upon which the discipline is based, notice of the employee's right to respond to the charges either orally or in writing, and the date, time and person before whom the employee may respond in no less than five (5) working days.

Section 25.2 Employee Response

Within five (5) working days after receipt of the written notice, the employee shall have the right to respond to the appropriate authority to hear the employee's response. In cases of suspensions, demotions, reductions in pay or dismissal, the employee's response will be considered before final action is taken. Failure to respond shall constitute a waiver of the right to respond prior to final discipline being imposed.

Section 25.3 Relief of Duty

Notwithstanding the provisions of this Chapter, upon the recommendation of the Personnel Officer, the employee may be placed on leave with pay pending the investigation of charges or opportunity to respond as may be required to determine if disciplinary action is to be taken.

Section 25.4 Final Notice

After the consideration of the employee's response or the expiration of the employee's time to respond to the notice of intent, the appropriate authority shall: (1) dismiss the notice of intent and take no disciplinary action against the employee or (2) modify the intended disciplinary action; or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

a) The disciplinary action taken;

b) The effective date of the disciplinary action taken;

c) Specific charges upon which the action is based;

d) A summary of the facts upon which the charges are based;

e) The written materials, reports and documents upon which the disciplinary action is based; and

f) An explanation of appeal procedures.

CHAPTER 26: APPEAL OF DISCIPLINARY ACTIONS

Section 26.0 Appeal Period

Regular employees may appeal disciplinary suspension of five (5) days or more, demotion, discharge and reduction in pay to an administrative hearing before the General Manager.

a) Request for Hearing

Within ten (10) working days after final notice of suspension of five (5) days or more, reduction in pay, demotion or dismissal, the employee or the employee's representative may file an appeal in writing to the General Manager. If, within the ten (10) working day appeal period, the employee does not file said appeal, unless good cause for the failure is shown, the disciplinary action shall be considered final. The appeal shall include the following:

1) An admission or denial of each charge with an explanation why the charge is admitted or denied;

2) A statement of any affirmative defenses;

3) A statement that the employee disagrees with the penalty with an explanation of why the employee disagrees;

4) The employee's current address; and

5) A request for a hearing

Failure to provide this information may result in the appeal not being processed.

b) Scheduling of Hearing

Upon receipt of the request for an appeal, the General Manager shall schedule a hearing. The appeal hearing shall be set not less than twenty (20) working days nor more than sixty (60) working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the day, time, and place of the hearing at least ten (10) working days prior to the hearing.

Section 26.1 Appeals Hearing Procedure

The General Manager or their designee shall preside over the appeal hearings or disciplines or dismissals. If the General Manager appoints a designee as the hearing officer, all subsequent references in this section to the General Manager apply to the designee. However, as stated below, the hearing officer's decision shall be advisory to the General Manager.

a) The General Manager shall determine the relevancy and credibility of testimony and evidence and shall base findings thereon. The burden of proof by preponderance of the evidence shall rest upon the District.

b) Each side will be permitted an opening statement with the District opening first and closing arguments with the District going first. The District shall first present its witnesses and evidence to sustain its charges and the employee will then have the opportunity to present their witnesses and evidence in defense. The parties may also be provided the opportunity to submit closing briefs in place of closing arguments.

c) All witnesses shall be sworn in for the record prior to offering testimony at the hearing.

d) Each party will be allowed to examine, cross-examine and redirect witnesses.

e) Both the District and the employee will be allowed to be represented by legal counsel and/or other designated representative.

f) The General Manager may, and shall if requested by the District or the employee, subpoena necessary witnesses who are currently employed by the District and/or require the production of unprivileged records or other material evidence. It will be the responsibility of the employee and the District to submit the names of current District employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.

g) All disciplinary appeal hearings may, at the discretion of either party or the General Manager, be recorded by a court reporter. Any hearing which does not utilize a court reporter, shall be recorded by audio tapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both parties request a court reporter the cost will be split equally. If the General Manager requests the court reporter, the District shall pay the cost of the reporter.

h) The General Manager may, prior to or during a hearing, grant a continuance for good cause.

i) The direct cost of the hearing shall be shared equally by the parties. Direct cost shall be limited to the cost of renting a room, if necessary. All other expenses shall be borne by the party incurring them.

j) The General Manager shall have no power to add to, subtract from or modify the terms of any Memorandum of Understanding or of written policies, rules, regulations and procedures of the District insofar as they pertain to the issues in the proceeding.

k) The General Manager shall submit in writing to all parties their findings and conclusions which shall be final. The General Manager may sustain or reject any or all of the charges filed against the employee or modify those charges. If the General Manager recommends reinstatement of the terminated employee, the employee is only entitled to back pay as set forth in the decision. At a maximum this shall be pay during the period of absence minus the sum the employee has earned during the period of absence. If a dismissal is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated. If the General Manager designates another neutral hearing officer to conduct the appeal hearing of the discipline/dismissal, the neutral hearing officer shall submit a written decision to all parties containing their findings, conclusions and recommendations, which shall be advisory to the General Manager.

The District will mail a copy of the final written decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final decision. It shall be the responsibility of the employee to inform the District of their address.

l) The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding. Irrelevant and unduly repetitious evidence may be excluded. Decisions made by the General Manager shall not be invalidated by any informality in the proceedings nor by non-substantive procedural errors and the General Manager shall not be bound by technical rules of evidence.

m) **Petition for Writ of Mandate:** Judicial review of any decision of the General Manager may be made pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the applicable time limits.

n) **Ninety (90) Day from Final Decision:** Pursuant to Code of Civil Procedure 1094.6 any such petition shall be filed not later than the ninetieth (90th) day following the date on which the General Manager gives written notice of the final decision on the proof of service.

CHAPTER 27: GRIEVANCE PROCEDURE

Section 27.0 Policy

a) Any alleged violation of the personnel policies, improper treatment of employee, alleged violation of commonly accepted safety practices and procedures, or a dispute by a represented employee concerning the interpretation or application of specific provisions of the Memorandum of Understanding for those represented employees, shall be considered a matter subject to review through the grievance procedure.

b) When the Board of Directors adopts a District personnel policy, that adoption is not subject to review through the grievance procedure.

c) An employee may contest the salary or wage practices of the District through the grievance procedure in the event they have reason to believe their rights have been violated or that they are being discriminated against.

d) An employee shall have a right to contest their formal written review through the grievance procedure if there is reason to believe that statements or gradings are unfair, untrue or discriminatory.

Section 27.1 Procedure

Employee grievances must be presented within fifteen (15) working days of the date the employee knew or reasonably should have known of the incident giving rise to the grievance and presented to District representatives consistent with the steps outlined below.

In filing a grievance, the employee shall set forth the following information:

a) The specific section of the Personnel Rule(s) allegedly violated, misinterpreted or misapplied.

b) The specific act or omission which gave rise to this alleged violation, misinterpretation or misapplication.

c) The date or dates on which the violation, misinterpretation or misapplication occurred.

d) What documents, witnesses or other evidence support the employee's grievance.

e) The remedy requested.

Grievances shall be presented in the following manner:

Step One:

An attempt shall be made to adjust all grievances on an informal basis between the employee and/or their designated representatives and the employee's immediate supervisor.

If the immediate supervisor cannot resolve the grievance within five (5) working days of the employee communicating the grievance, the employee may pursue Step Two.

Step Two:

If the grievance is not satisfactorily resolved within five (5) working days of it being presented to the immediate supervisor, the grievance shall be submitted in writing to the employee's Division Director within twenty (20) working days after the occurrence of the incident giving rise to the grievance. The Division Director shall meet with the employee and/or their designated representative within five (5) working days after submission of the grievance. The Division Director shall deliver their written response to the employee or their designated representative within five (5) working days after the meeting.

Step Three:

If the grievance is not satisfactorily resolved in the second step, at the employee's request, it shall be submitted to advisory mediation within thirty (30) working days after the Division Director's written response is served on the employee, or as soon as a mediator is available. Mediation will involve the employee and their representatives, and the Division Director and any staff deemed appropriate. The mediation meeting will be scheduled by the Personnel Officer. If the grievance is not satisfactorily resolved during this process, within five (5) working days after the mediation session, the employee may submit the grievance, including the mediator's analysis and recommendation, submitted to the General Manager.

Step Four:

If the grievance is not satisfactorily resolved in the third step, the employee can submit the grievance to the General Manager, provided it is submitted within five (5) working days after the mediation session. The General Manager shall deliver their answer to the employee or their designated representative within five (5) working days after the employee submits the grievance to them.

At any time in the grievance process by mutual written agreement, the parties may return the grievance to any step in the process for final resolution. Any grievance will be deemed resolved when it is not appealed to the next step within the specified time limit, unless an extension of time to a definite date has been mutually agreed upon in writing between the parties. Any grievance that the grievant fails to timely move to the next step shall be deemed resolved on the basis of the last disposition.

Section 27.2 Non-Retaliation

Employees who file grievances with the District may do so free from retaliation and without negatively reflecting on the employee's standing or perception of loyalty with the District.

CHAPTER 28: EMPLOYEE ORGANIZATIONS

Section 28.0 Employee Rights

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or by any employee organization because of their exercise of these rights.

Section 28.1 District Rights

The rights of the District include, but are not limited to, the exclusive right to determine the mission of its organizational entities and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other reasons; maintain the efficiency of District operations; determine the methods, means and personnel by which District operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the methods used in performing its functions.

Section 28.2 Meet and Confer

a) The District, through its representatives, shall meet and confer in good faith with representatives of formally recognized employee organizations regarding matters within the scope of representation including wages, hours and other terms and conditions of employment.

b) The District shall not be required to meet and confer in good faith on any subject preempted by Federal or State law nor shall it be required to meet and confer in good faith on employee or District rights as defined in Section 28.1, except when required to meet and confer in good faith regarding the impacts on wage, hours and terms and conditions of employment resulting from the exercise of District management decisions.

c) Reasonable written notice shall be given to each recognized employee organization affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the District Board of Directors and each shall be given the opportunity to meet with such body of its representatives prior to adoption. In cases of emergency when the District determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the Board of Directors or its representatives shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

Section 28.3 Dues Deduction

Unless a collective bargaining agreement indicates otherwise, only a formally recognized employee organization may be granted permission by the District to have the regular dues of its members deducted from their paychecks. The regular dues deductions shall be done in accordance with voluntary written authorization of the member. The regular dues deduction will be administered in accordance with Senate Bill 866.

Section 28.4 Employee Representatives

a) The formally recognized employee organization may select one employee member of such organization to attend scheduled meetings with the representative of the District or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Consistent with subsection (e) below, the designated employee member will be granted one (1) hour per month to participate in such meetings between the employee organization and the District. Where circumstances warrant, the representative of the District may approve the attendance at such meetings of additional employee representatives with or without loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee representatives to the representative of the District at least two working days in advance of such meeting.

b) No employee representative shall leave their duty or work station or assignment without specific approval of their supervisor.

c) Any meeting is subject to scheduling by District management in a manner consistent with operating needs and work schedules.

d) Nothing provided here, however, shall limit or restrict District management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances.

e) One hour per month shall be allowed to one designated employee member for the conduct of business on behalf of the formally recognized employee organization without loss of compensation provided that they do not leave their duty or work station or assignment without specific approval of their supervisor for this purpose.

f) Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without consent of the Division Director or the District representatives. Access shall be restricted so as not to interfere with the normal operations of the Division or with established safety or security requirements.

Section 28.5 Use of District Facilities and Equipment

a) Employee organizations may, with the prior approval of the District representative, be granted the use of District facilities during nonworking hours for meetings of District employees provided space is available and provided further such meetings are not used for organizing activities or membership drives of District employees. All such requests shall be

in writing and shall state the purpose or purposes of the meeting. The District reserves the right to assess reasonable charges for the use of such facilities.

b) The use of District equipment other than items normally used in the conduct of business meetings, such as desks and chairs shall require approval of the General Manager.

Section 28.6 Use of Bulletin Boards

Recognized employee organizations may use portions of District bulletin boards under the following conditions:

a) All materials must be dated and must identify the organization that published them.

b) The actual posting of materials will be done by the District as soon as possible after they have been received by the Personnel Office. Materials which are considered reasonably objectionable will not be posted pending further discussion with the employee organization representatives.

c) The District reserves the right to determine where bulletin boards shall be placed and what portion of each is to be allocated to employee organization materials.

d) Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.

Section 28.7 Information to Employee Organizations

a) The District will make available to employee organizations such non-confidential information pertaining to employment relations as is contained in the public records of the District during regular office hours and after payment of reasonable costs of duplication, where applicable. Availability of public records is also subject to the limitations and conditions set forth in this Section and Government Code Section 6250, et. seq.

b) Nothing in this rule shall be construed to require disclosures of records that are privileged or confidential files (i.e., personnel, medical and similar files), the disclosure of which would constitute an unwarranted violation of personal privacy or be contrary to merit system principles to records pertaining to pending litigation to which the District is a party or to records from any other pending claims, proceedings or appealed matters not involving a particular employee organization.

c) Nothing in this rule shall be construed as requiring the District to do research for an inquirer or to do programming or assemble data in a manner other than usually done by the District.

Section 28.8 Strike or Work Stoppage

Participation by employees in certain job classifications in a strike or work stoppage may be unlawful.

Section 28.9 Effective Date of Recognition of Organization

When an employee organization has been formally recognized as the exclusive representative of a bargaining unit, such recognition shall remain in effect from the date thereof and until the employee organization is no longer the exclusive representative or is otherwise decertified.

Section 28.10 Decertification

A petition for decertification, alleging that an employee organization granted formal recognition is no longer the majority representative of the employees in an appropriate unit may be filed with the District representative only during the months of October or November of each year following the first full two (2) years of formal recognition. The petition for decertification may be filed by an employee, a group of employees or their representative, or an employee organization. The petition, including all accompanying documents, shall be verified under oath by the person signing it that its contents are true. It may be accompanied by a petition for recognition by a challenging organization. The petition for decertification shall contain the following information:

a) The name, address and telephone number of the petitioner and a designated representative authorized to receive notice or requests for further information.

b) The name of the formally recognized employee organization.

c) An allegation that the formally recognized employee organization no longer represents a majority of the employees in the appropriate unit and any other relevant and material facts.

d) Written proof that at least fifty (50) percent of the employees in the unit do not desire to be represented by the formally recognized employee organization. Such written proof shall be dated within thirty days of the date upon which the petition is filed and shall be submitted for confirmation to the District representative.

Section 28.11 Verification of Data for Recertification

Upon verification of the data, the District representative shall arrange for a secret ballot election to determine if the formally recognized employee organization shall be decertified if a majority of the employees in the formally recognized employee organization and casting valid ballots vote for decertification.

Section 28.12 Decertification Limit

There shall be no more than one valid decertification election in the same unit in any twelve-month period.

Section 28.13 Adoption of Employer-Employee Relations Procedure

All provisions of the District resolution adopting an employer-employee relations procedure as authorized by law shall be considered the primary policy of the District in relation to employee organizations.

CHAPTER 29: TRAINING, TRAVEL AND EDUCATION

Section 29.0 Training and Travel

It is the District's policy to encourage development and excellence of performance at all levels of the organization by reimbursing District-approved expenses incurred for registration, travel, lodging and meals for attendance at District-approved seminars, workshops or local, state and national conferences associated with the interests of the District.

The General Manager and each Division Director shall improve the level of service within the District by providing Board Members and employees, in all classifications, with opportunities for training, including training for general fitness of public service, and training that will enhance advancement possibilities as follows:

a) In-service training shall be conducted as part of the normal work schedule and shall be compensated at the regular rate.

b) In the event that a District-sponsored in-service training program requires attendance during hours beyond the regularly scheduled work week, employees may be allowed equal time off during the work week schedule. The day chosen will be based upon the agreement between the District and the employee preferably on the preceding day, the same day, or the day immediately following the day during which such training took place. If a supervisor of a nonexempt employee is unable to release them for the time off due to work requirements, all hours worked beyond the scheduled forty (40) hour work week shall be paid at the rate of one-and one-half (1 ½) times the employee's regular rate of pay.

c) Travel time for required training sessions held during hours other than the normal work schedule shall be included in computations for compensatory time or overtime pay. All fees and charges for such required in-service programs shall be paid by the District. In the event that the employee must use a private vehicle for transportation to and from a required in-service training session, they shall be reimbursed at the District's prevailing mileage allowance. Employees shall not be reimbursed for meals in connection with required in-service training programs conducted within District boundaries.

d) Division Directors may recommend an employee's attendance at conferences, seminars and workshops.

Travel expenses must be included in an annual budget for each work center anticipating travel.

Expenses for training conferences, seminars and workshops shall be kept to a minimum by:

1) Utilizing hotels recommended by the event sponsors in order to obtain discounted rates.

2) Requesting reservations sufficiently in advance, when possible to obtain discounted air fares and hotel rates.

3) Taking advantage of early registration discounts.

The following expenses will be considered for reimbursement and must be pre-approved by the District and accompanied by the required receipts as listed below:

Transportation Costs:

- If a commercial airline is used, an economy fare must be used; employees may upgrade at their own expense.

- If railway or bus is used, first class fare, plus necessary lower berth or roomette is allowable. However, coach facilities when considered reasonable and satisfactory should be used whenever possible.

- Personal cars may be used if economical or advantageous to the District. When a personal car is used for trips in excess of fifty (50) miles (one way) from home, the District reimbursement for the use of the car plus meals and lodging required en route, shall not exceed the cost of an economy air fare. Reimbursement for personal car use shall be at the rate currently in line with District guidelines or policies.

Meal Expenses

- Guidelines and advances for meal expenses are established periodically by the Board of Directors as a daily meal per diem. An employee shall only receive per diem for meals which are not provided in conjunction with a conference, seminar, etc. Reimbursement for any meal expense in excess of these guidelines must be accompanied by a receipt. Receipts and the balance of any unused per diem should, when possible, be turned in to Finance within a reasonable period of time after returning from the trip.

Lodging

- Whenever possible, a hotel associated with the conference, training or seminar will be used. Any other lodging will be reimbursed only at the same rate or lower than the conference hotels.

Other Costs

- Toll road charges, parking fees and like items may be reimbursed when accompanied by receipts.

- Miscellaneous out of pocket expenses such as tips, telephone and fax expenses.

- Charges for car rental or similar services shall not be reimbursed unless advance approval is obtained from the Division Director or General Manager.

- Reasonable taxi and shuttle charges are allowable, and receipts are required.

- Conference registration fees and extraordinary expenses, such as purchase of incidental supplies or publications, shall be eligible for reimbursement when accompanied by a receipt.

Receipts or affidavits for expenditures shall be required for:

- All commercial air, railway or bus transportation.
- All lodging.
- Repairs or fuel for vehicles.
- Meals.
- Expenses outlined above, when possible.

e) Unusual circumstances that do not meet the guidelines of this policy may be approved by the General Manager.

f) Funds may be advanced for anticipated expenses upon request to the General Manager or Division Director. Upon return, all funds advanced must be justified by receipts or affidavit. Funds advanced that have not been used must be returned to the District.

g) Employees shall not be required to attend conferences, workshops or seminars beyond the normal eight-hour work day, nor will they be paid for hours spent in excess of eight in a day.

h) Travel time spent beyond the normal eight-hour work day in going to and returning from conferences, seminars and workshops shall be coded in- or out- of county travel, as appropriate.

Section 29.1 College Courses

a) Administration of the District's policy with regard to employees who enroll in college courses for credit toward an undergraduate degree or associate certificate shall be in accordance with the following:

b) The course must be taken on the employee's own time whether or not it relates specifically to the employee's job with the District. Approval in writing shall be obtained from the General Manager by an employee who must substitute working hours other than their normal work schedule in order to complete courses for a degree or certificate.

c) Employees are not entitled to use District vehicles for transportation in connection with college course work whether or not it relates specifically to the employee's job with the District.

d) An employee shall not assign or request any other employee to assist in the completion of course work when time spent on such work would be at the expense of the District.

e) Employees shall not charge mileage allowance, parking, insurance or student body fees, or any other expenses incurred in connection with college course work except in accordance with provisions of Section 29.2 which sets forth the District's tuition reimbursement policy.

Section 29.2 Tuition Reimbursement Policy

a) A full-time employee may request tuition reimbursement up to one-hundred (100) percent of costs for successful completion of undergraduate courses, and up to fifty (50) percent of graduate program courses, related to employment, excluding travel expenses. Costs eligible for potential reimbursement by the District include tuition, books and materials, required equipment and laboratory fees and incidental costs such as mandatory student body assessments, parking, and health fees. The percentage of costs reimbursed by the District is based on the basis of job relatedness, relative District/employee benefit, and institution attended. The course sought for reimbursement must be taken by the employee outside of working hours during the employee's own personal time, provided it is not required or mandated by the District. The course must also be taken at an accredited institution and/or recognized professional organization.

b) Whenever possible, tuition reimbursement shall be based upon the California State University system's fee schedule for undergraduate and graduate level courses.

c) To be eligible to receive an employee who intends to request tuition reimbursement shall submit a Tuition Assistance Request form to the Personnel Office for processing prior to enrollment in the course. To receive tuition reimbursement, they shall submit evidence of having successful completion of the course with at least a "C" grade, receiving a "Pass" for courses that are "Pass/Fail, or receiving a certificate of completion in the course(s) previously approved. Tuition for audited or incomplete courses is not reimbursable.

CHAPTER 30: MILEAGE ALLOWANCE – VEHICLE INSURANCE

Section 30.0 Policy

Mileage allowance for employees or volunteers using private vehicles on District business with evidence of vehicle insurance and a current California vehicle operator's license shall be provided in accordance with the amount established annually by the Internal Revenue Service and with the following:

a) A mileage reimbursement request may be rejected upon determination that information on the mileage form is incorrect or incomplete or in the event that an employee fails to submit their report within two (2) months of the date upon which the private vehicle was used while on District business. An exception shall be made when accumulated mileage reimbursement for a two-month period is less than $5.00.

b) Since the mileage allowance takes into consideration the cost of insurance coverage on private vehicles, persons whose vehicles are damaged while on authorized District business shall not be reimbursed for such damages by the District nor shall the District assume any liability for damages to other parties through the use of private vehicles while on District business.

c) Employees are entitled to mileage allowance for required travel in a private vehicle to and from any work assignment with the exception of travel to and from their residence.

d) Before being authorized to operate a private vehicle on District business and receive mileage reimbursement, an employee must have proof of their current automobile insurance policy on file with their supervisor. Liability coverage shall be not less than the minimum amounts set by the State of California for bodily injury and property damage.

CHAPTER 31: GROUP INSURANCE

Section 31.0 District's Contribution to Group Insurance

a) The District shall pay the premiums up to an amount stipulated by the Board of Directors for full-time employee group health, life, and dental. A portion of the stipulated amount may apply toward coverage for eligible family members at the discretion of the Board of Directors.

b) Such premiums shall be paid only to the company or companies with which the District has contracted for such insurance coverage and only in accordance with the provisions authorized by action of the Board of Directors.

c) When an employee becomes eligible and enrolls in the applicable plans, they shall receive an identification card and a certificate of insurance summarizing the benefits, terms and conditions of the coverage.

CHAPTER 32: HOLIDAYS

Section 32.0 Paid Holidays

Paid holidays shall be authorized for full-time employees, who are employed by the District and who are in a paid status for both the work day before and after such paid holiday or day observed in lieu of the holiday. No employee who is on suspension, industrial injury leave of absence or any other leave without pay status shall receive compensation for holidays. The following days shall be recognized as paid holidays.

a) New Year's Day - January 1
Martin Luther King, Jr Day – Third Monday in January
Presidents Day- Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veterans Day - November 11
Thanksgiving Day - Fourth Thursday in November
Day After Thanksgiving - Fourth Friday in November
Christmas - December 25

~~Three floating holidays in recognition of California Admissions Day, Abraham Lincoln's Birthday, and Juneteenth.~~

b) When a holiday falls on a Saturday, the Friday before shall be observed and granted as a paid holiday. When a holiday falls on a Sunday, the following Monday shall be observed and granted as a paid holiday.

Section 32.1 Compensation for Work on Holiday

a) Full-time non-exempt and exempt and part-time non-exempt employees who regularly work twenty (20) or more hours per week year-round who are required to work on a District recognized holiday shall be paid at one and one -half (1 ½) times their regular rate of pay for the hours worked on the holiday, regardless of the number of hours the employee worked during the applicable work week.

For full-time employees:

1) If a holiday falls on a non-workday, the holiday hours will be paid during that pay period.

2) Hours worked on a holiday shall not be flexed for other time off.

Section 32.2 Floating Holidays

a) In addition to ten (10) District-paid holidays, twenty-seven (27) hours of floating holidays are provided each fiscal year to full-time employees and may be taken with prior approval of the immediate supervisor.

b) Floating holidays will be accrued at the beginning of each fiscal year. Each eligible employee shall accrue the lesser of either: twenty-seven (27) hours of floating holiday time, or the number of hours needed in the employee's floating holiday bank to reach a balance of twenty-seven (27) hours.

c) An employee who is retired or terminated shall be paid the equivalent of his salary for each hour of accrued floating holiday time.

d) Floating holiday time must be taken within the same fiscal year in which it is accrued.

e) An employee wishing to take a floating holiday shall provide their supervisor with at least ten (10) calendar days' notice prior to the requested day off. Supervisors shall not deny permission for such floating holidays without good cause.

f) For probationary employees, floating holiday hours accrued as of June 30 shall be carried over into the new fiscal year.

Section 32.3 Eligibility

Only full-time employees are eligible for holiday pay. Employees in any other category are not eligible for holiday pay.

CHAPTER 33: VACATIONS

Section 33.0 Vacation Accrual

a) Unless otherwise provided for in an MOU, all full-time employees except the General Manager and Division Directors shall accrue vacation time at the following rates:

Years of Completed Service	Pay Period Hourly Rate	Annual Vacation in 8-Hour Working Days	Maximum Accrual Cap
Less than 5	3.0769	10	200
5 but less than 11	4.6154	15	280
11	4.9231	16	296
12	5.2308	17	312
13	5.5385	18	328
14	5.8462	19	344
15 or more	6.1538	20	360

b) Vacation accrual is earned for each pay period of continuous service with the District. "Continuous service" is defined as service that is uninterrupted by termination of employment and subsequent rehire by the District or leave without pay in excess of thirty (30) days.

c) Vacation time which is accrued, but not taken, shall be accumulated up to the maximum hours allowed. Vacation accruals appear on the employee pay statement each pay period.

d) Employees will not accrue vacation hours beyond their maximum vacation accrual cap. It is the mutual responsibility of the employee and their supervisor to assure that no employee shall exceed said maximum accrual. When the maximum is reached, accrual will cease until the maximum has been reduced through use of vacation accruals.

e) New probationary employees shall not be eligible to use accrued vacation time until after six months of service.

f) Each employee shall have one day, or a portion thereof, deducted from their accrued vacation time for each period of vacation taken. Vacation time taken shall be recorded on the employee's time sheet.

Section 33.1 Scheduling of Vacations

a) Each Division Director shall be responsible for scheduling the vacation periods of their employees in such a manner as to achieve the most efficient functioning of the District. Whenever possible, employees should use their total annual vacation accrual within the year it is accrued so the employee can realize the full benefit of the vacation hours accrued.

b) Employees must submit requests for vacation time off to their supervisor as early as possible. When vacation days requested are in excess of five (5) work days, a request must be submitted at least two (2) weeks in advance.

c) Every effort will be made to honor an employee's vacation request. However, if an employee's absence during the period requested would result in significant hardship to their work unit, the supervisor may disapprove the request.

d) When two (2) or more employees under the same supervisor request the same vacation period at a time when only one can be absent without causing hardship on the Division, the supervisor shall decide which employee's request to approve. In making that determination, the supervisor shall consider work assignments, the date upon which the written requests were received, and seniority in that order.

Section 33.2 Vacation During Holiday

If a District authorized holiday occurs during an employee's vacation period, the holiday shall not be charged against the employee's accrued vacation time.

Section 33.3 Termination

Upon termination, employees shall be compensated at their base hourly rate of pay for any vacation hours accrued but not taken.

Section 33.4 Vacation Accrued During Leave of Absence

a) If absence due to authorized leave without pay does not exceed thirty (30) calendar days, vacation hours shall continue to accrue during the employee's authorized leave of absence. Vacation leave shall not continue to accrue during leave without pay after such leave exceeds thirty (30) calendar days.

b) Employees who are on a leave of absence with pay shall continue to accrue vacation up to their maximum accrual amount.

Section 33.5 Personal Leave for eligible Part-time Employees

Part-time employees regularly working twenty (20) or more hours per week year-round accrue Personal Leave in lieu of any other accrued leave (vacation or sick). Personal leave is subject to the following:

a) Accrues each pay period at the rate of four (4) minutes per hour worked during continuous employment; at the end of five (5) years of continuous service, the accrual rate shall be increased to five (5) minutes per hour worked.

b) May be used in accordance with the provisions of Sections 34, 35 and 38.

c) May be used at the employee's discretion for vacation or holiday, with prior approval of the immediate supervisor and may not be used in increments exceeding ten (10) continuous working days without authorization of the Division Director for other than medical or FMLA/CFRA (or other protected leave) qualifying reasons.

d) Personal leave hours accrued, but not taken, shall accumulate up to a maximum of one hundred (100) hours. Personal leave accruals appear on the employee pay statement each pay period.

e) Upon termination, employees shall be compensated at their base hourly rate of pay for any accrued and unused personal leave hours.

f) Accrued personal leave hours will be carried forward if a part-time employee becomes a full-time employee without a break in service with the District.

CHAPTER 34: SICK LEAVE, DISABILITY LEAVE AND BEREAVEMENT LEAVE

Section 34.0 Definition

Sick leave is paid leave from work which is granted by the District to all employees to use for:

a) the diagnosis, care, or treatment of an existing health condition, or preventive care for an employee or an employee's family member;

b) medical, dental and optical appointments;

c) bereavement leave, as described in Section 34.12.

d) employees who are victims of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: 1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety or welfare of the employee or their child; or 2) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or 3) participate in safety planning or other actions to increase safety.

"Family member" includes:

- The employee's child, which means a biological, adopted, or foster child, stepchild, legal ward, a child of the employee's registered domestic partner, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- The employee's parent, which means a biological, adoptive, or foster parent, or legal guardian of the employee or employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- The employee's spouse, domestic partner, parent-in-law, grandparent, grandchild, sibling or designated person. For the purposes of sick leave, a "designated person" means a person the employee identifies at the time paid sick leave is requested.

Section 34.1 Use of Sick Leave

a) Sick leave granted by the District and used by the employee shall be deducted from the employee's accrued sick leave balance. Sick leave time taken shall be recorded on the employee's time sheet. The amount of sick leave accrued will be provided on the employee's itemized wage statement.

1) Full-time employees may use sick leave after thirty (30) days of employment.

2) Employees who are not full-time and accruing either California Sick Leave or Personal Leave (See Section 33.5) may begin such leave for the purposes defined in this Chapter beginning on the ninetieth (90^{th}) day of employment with the District, subject to the limits and request provisions of this Chapter. Employees accruing California Sick Leave may use up to forty (40) hours in a calendar year.

b) If an employee becomes ill during working hours and is placed on paid sick leave prior to the close of the workday, sick leave shall be deducted to the nearest half (1/2) hour.

c) An employee's use of paid sick leave provided pursuant to the Labor Code is protected leave.

Sick leave shall not be granted to any employee absent from duty during a District authorized leave of absence without pay for a purpose not designated in this Chapter.

Section 34.2 Reporting

In the event that an employee is unable to report for work because of illness or injury, the employee shall notify their supervisor no later than one (1) hour after the commencement of the employee's normal work day unless the District determines that the employee's work duties require more restrictive reporting. Failure to do so without good reason shall result in that day's absence being treated as leave of absence without pay.

If the employee is absent on sick leave for more than one (1) day, the employee shall keep their immediate supervisor informed as to the date the employee expects to return to work.

Section 34.3 Accrual

a) Full-time employees in the classified service shall accrue paid sick leave at the rate of 3.6923 hours for each pay period of employment (or 96 hours each full year). One-half (1/2) of a full-time employee's annual sick leave (or 48 hours each year) is protected and may be used for any of the purposes noted in Section 34.0 above (including for a family member; otherwise, the remaining balance is available for qualified reasons for the employee only). Accrued sick leave carries over from year to year. No accrual limit applies.

b) Part-time employees regularly working twenty (20) or more hours per week year-round do not accrue sick time but accrue Personal Leave as a paid time off bank which may be used for the purposes defined in Section 33.5.

c) All other non full-time employees who work thirty (30) days or more within a year from the commencement of employment with the District are eligible for California Sick Leave (CA Sick). CA Sick is provided for five days or 40 hours, whichever is more, of paid sick leave. Thereafter, the employee's CA Sick balance will be reset to 40 hours on January 1st of each year. Unused paid sick leave is not carried over from one year to the next.

    a. If a non full-time employee leaves employment and returns to District employment within one year, the accrued and unused sick leave will be restored

d) Sick leave shall not be granted in advance of being earned.

e) Accrual of sick leave shall continue during any period of leave with pay for full-time employees.

f) Full-time employees granted an approved leave without pay shall continue to accrue sick leave for the first thirty (30) days of such leave. However, employees shall not accrue sick leave beyond the first thirty (30) days of unpaid leave.

Section 34.4 Personal Time Off

Employees who have accumulated more than 480 hours of sick leave may be granted four hours of personal time off during the fiscal year and eight hours of personal leave after the accumulation of 720 hours chargeable to sick leave as follows:

Hours Accrued As Of June 30 of Each Year	Hours off That May Be Granted During Succeeding Fiscal Year
480	4
720	8

Section 34.5 Conversion under PERS

Unused accumulated sick leave at retirement under the Public Employees Retirement System (PERS) may be converted to additional service credit. Unused sick hours will be reported to PERS at separation of service.

Section 34.6 Holiday During Sick Leave

In the event that any paid holiday occurs during a period when an employee is on paid sick leave the holiday shall not be charged against the employee's accrued sick leave.

Section 34.7 Abuse of Sick Leave

Reporting on sick leave for any reason other than the authorized reasons set forth in Section 34.4, shall be considered an abuse of the sick leave benefit.

Section 34.8 Proof of Illness

a) In the event that an employee is absent on sick leave in excess of five (5) work days (not including statutory protected leave) within the year the employee is granted paid sick leave, the employee may be required to file with the Personnel Office a written statement from a health care provider certifying that, for the period of the employee's absence: (1) the employee's condition prevented them from performing the duties of their position or posed a threat to their own health or that of fellow employees; and (2) that the employee's condition has improved to the extent that they are capable of performing their normal duties and thus may return to work. The medical certification will also provide the date of the employee's intended return to work. Failure to file such a statement shall result in denial of sick leave with pay for the period of such absence and in refusal to allow the employee to return to work until the health care provider's statement is on file with the personnel office.

b) Subject to the restrictions set forth in Section 34.8(a) above, employees may be required to produce proof of illness after any use of reported sick leave taken the day prior to or after holidays and weekends, during the month prior to an employee's pending separation from the District, and/or at any time the District has reason to believe there is an abuse of sick leave.

c) Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.

d) Sick leave shall not be granted to any full-time probationary employee during the first one (1) full calendar month of the employee's employment; and to employees earning CA Sick leave or Personal Leave during their first ninety (90) days of employment. However, the employee shall accrue such leave during these periods as provided in this Section.

e) Employees will not be permitted to use vacation in lieu of sick leave unless approved by the Division Director.

Section 34.9 Use of Vacation Upon Depletion of Sick Leave

In the event that an employee uses all their accrued sick leave, they then shall have the vacation days they have accrued deducted for each day they are absent due to non-industrial illness or injury.

Section 34.10 Disability

a) Upon medical verification and following an elimination period of thirty (30) days from the onset of a non-industrial disability, a full-time employee shall be entitled to a disability benefit equal to fifty (50%) percent of regular salary, including all differential pays, not to exceed $ 2,000 (Two-Thousand dollars) per pay period for up to six (6) months, the cost of the benefit to be borne by the District. An employee must use their sick leave or vacation (or other available accrued leaves) to make up the difference between the disability amount and a full net paycheck. Any accrued leave used will not be deducted from the disability amount

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b) Upon application, the General Manager may extend the period of disability benefits beyond the six-month period, depending on the individual circumstances of an employee's disability, but in no event shall the total period of disability benefits exceed twelve (12) months.

c) While on non-industrial leave, employees will be responsible for paying their share of the group insurance premiums. If the employee fails to promptly pay their share of group insurance premiums, the District may, in its sole discretion, cancel any and all insurances. Prior to any such cancellation, the District will provide the employee with the written notice required by both federal and state law.

Section 34.11 Medical Leave Without Pay

a) When an employee has used all of their paid benefit credits and is still absent from work due to illness or injury, they may upon application and medical certification be placed on medical leave without pay status for up to one year.

b) Continuance of employee and eligible family member health plan coverage during a period of medical leave without pay is contingent upon health plan provisions and the employee

advancing the District on a monthly basis an amount equal to the cost of such insurance for themself and eligible family members.

c) Provisions of Section 34.10 shall apply for up to six (6) months for an employee who has been in the service of the District for more than one (1) month but has not completed their probationary period at the time medical leave without pay was granted for reasons of illness or injury.

d) In the event an employee has not returned to work at the expiration of their medical leave without pay status, they shall be deemed to have abandoned their position, and the District shall issue to full-time employees a Notice of Intent to Terminate to the employee at their last known address.

Section 34.12 Bereavement Leave

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All employees who have been employed by the District for at least 30 days are entitled to five (5) days of bereavement leave in the event of the death of a "family member" or "designated person".

"Family member" is defined as a spouse, registered domestic partner, parent, parent-in-law, parent of registered domestic partner, child, sibling, sibling-in-law, grandparent, grandchild.

"Designated person" is defined as any person related to the employee by blood or whose association with the employee is the equivalent of a family relationship.

a) Full-time employees are eligible for up to three (3) workdays of paid bereavement leave.

   1) For the remaining two days of bereavement leave, the employee may use accrued leave, including sick leave. In the absence of sufficient accruals, the employee may take these days as unpaid leave.

   2) When travel to distant locations or other circumstances requires absence in excess of five days, the Division Director may allow the use of accrued leave, except sick leave, to supplement the bereavement time.

b) All other employees may use available CA Sick leave or accrued Personal Leave

CHAPTER 35: FAMILY CARE LEAVE

Section 35.0 Policy

To the extent not already provided for under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Federal Family and Medical Leave Act of 1993 ("FMLA"), the California Family Rights Act ("CFRA") and the implementing regulations. Unless otherwise provided by law, the District will run each employee's FMLA and CFRA leaves concurrently.

Section 35.1 Definitions

a) "12-Month Period" means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

b) "Single 12 Month Period" means the twelve (12) month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered service member and ends twelve (12) months after that date.

c) "Family member" for FMLA means an employee's child, parent, and spouse. "Family member" for CFRA means an employee's child, parent, parent-in-law, spouse, domestic partner, grandchild, grandparent, and sibling.

d) "Child"

1) Under the FMLA, "child" means a child under the age of eighteen (18) years of age, of eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or step-child.

A child is "incapable of self care" if they require active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

2) Under the CFRA, "child" means a child, including a child who is eighteen (18) years of age or older who is incapable of self-care. 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.

e) "Parent" means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

f) “Parent-in-law” means the parent of a spouse or domestic partner of the employee.

g) “Spouse” means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined below.

h) “Domestic Partner” is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.

i) “Grandparent” means a parent of the employee’s parent.

j) “Grandchild” means a child of the employee’s child.

k) “Sibling” means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.

l) “Designated Person” means 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.

m) “Serious health condition” means an illness, injury impairment, or physical or mental condition that involves:

1) Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery there from). A person is considered “inpatient” when a health care facility admits them to the facility with the expectation that they will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight, or

2) Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one (1) or more of the following:

a. A period of incapacity (i.e., inability to work, or perform other regular daily activities due to serious health condition of more than three (3) consecutive calendar days; and
b. any subsequent treatment or period of incapacity relating to the same condition, that also involves:

i. Treatment two (2) or more times by a health care provider, by a nurse or physician’s assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or

ii. Treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

c. Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is a "serious health condition" only under the FMLA, but not CFRA. Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave. (See Chapter 38-Pregnancy Disability Leave)

3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

a. Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse;

b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and

c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one (1) day.

4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider.

5) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

n) "Health Care Provider" means:

1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;

2) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;

3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation

as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;

4) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;

5) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and

6) 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.

o) "Covered Active duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country, or (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of member of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

p) "Covered Servicemember" means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

q) "Outpatient Status" means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

r) "Next of Kin of a Covered Servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA.

s) "Serious Injury or Illness": (1) in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or (2) in the case of a

veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Section 35.2 Reasons for Leave

Leave is only permitted for the following reasons:

a) The birth of a child or to care for a newborn of an employee;

b) The placement of a child with an employee in connection with the adoption or foster care of a child;

c) Leave to care for a child, parent or a spouse who has a serious health condition; or

d) Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, parent-in-law, sibling, or any Designated Person, who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA.

e) Leave because of a serious health condition that makes the employee unable to perform the functions of their position.

f) Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation;

g) Under the CFRA only, leave for a variety of "qualifying exigencies" arising out of the fact that an employee's domestic partner is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA; or

h) Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered servicemember of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to twenty-six (26) weeks of unpaid leave during a single twelve (12)-month period.

Section 35.3 Employees Eligible for Leave

An employee is eligible for leave if the employee:

a) Has been employed by the District for at least twelve (12) months; and

b) Has worked at least one thousand two hundred fifty (1,250) hours for the District during the twelve (12) month period immediately preceding the commencement of the leave.

Section 35.4 Amount and Duration of Leave

Eligible employees are entitled to a total of twelve (12) workweeks (or twenty-six (26) weeks of care for a covered servicemember) of leave during any twelve (12) month period. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

An eligible employee may take up to fifteen (15) calendar days per year for rest and recuperation as qualifying exigency leave under the FMLA.

a) Minimum Duration of Leave

If leave is requested for the birth, adoption or foster care placement of a child or 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 at least one (1) day, but less than two (2) weeks duration on any two (2) occasions.

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

b) Both Parents Employed by the District

If both parents of a child, adoptee, or foster child are employed by the District and are entitled to bonding leave:

1) The aggregate number of workweeks of FMLA leave to which both may be entitled may be limited to twelve (12) workweeks during any twelve (12) month period; and

2) Each parent is entitled to take 12 work weeks of CFRA leave during any twelve (12) month period.

If both parents of a covered service member are employed by the District and are entitled to leave to care for a covered service member, the aggregate number of workweeks of leave to which both may be entitled is limited to twenty-six (26) workweeks during the twelve (12) month period. This limitation does not apply to any other type of leave under this Policy.

Section 35.5 Employee Benefits While On Leave

a) Leave under this policy is unpaid. While on leave, employees will continue to be covered by the District's group health insurance to the same extent that coverage is provided while the employee is on the job up to a maximum of twelve (12) weeks per leave year, unless otherwise provided by law. If the employee is disabled by pregnancy and also uses leave under the California Family Rights Act, the District will maintain the employee's health

benefits while the employee is disabled by pregnancy (up to four (4) months or 17 1/3 weeks) and during the employee's CFRA leave (up to twelve (12) weeks). However, employees will not continue to be covered under the District's other non-health benefit plans.

b) Employees may make the appropriate contributions for continued coverage under the non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan the District will inform the employee whether the premiums should be paid to the carrier or the District. Coverage on a particular plan may be dropped if the employee is more than thirty (30) days late in making a premium payment. However, the employee will receive a notice at least fifteen (15) days before coverage is to cease, advising that coverage will be cancelled if premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

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

Section 35.6 Substitution of Paid Accrued Leave

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the District may require an employee to concurrently use paid accrued leaves, including but not limited to sick leave, vacation time, compensatory time off, and/or floating holiday time, after requesting FMLA and/or CFRA leave, and may also require an employee to use Family and Medical Care Leave concurrently with the non-FMLA/CFRA leave which is FMLA/CFRA-qualifying. If an employee is receiving a paid benefit (e.g., workers' compensation), the employee is not considered to be on an unpaid leave, and an employee may, at their option, coordinate the use of paid time off, sick leave, or accrued vacation up to their regular salary amount.

a) Employee's Right to Use Paid Accrued Leaves Concurrently With Family Leave:

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

As for sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if consistent with the applicable provisions of this Manual.

b) District's Right to Require an Employee to Use Paid Leave When Using FMLA/CFRA:

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

1) Employees are not required to use accrued compensatory time earned in lieu of overtime pursuant to the Fair Labor Standards Act; and

2) Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition.

3) An employee must agree to use accrued sick leave to care for a child, parent, spouse, domestic partner, grandparent, grandchild, or sibling.

c) District's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently With Other Leaves:

If an employee takes a leave of absence for any reason which is FMLA/CFRA qualifying, the District may designate that non-FMLA/CFRA leave as running concurrently with the employee's twelve (12) week FMLA/CFRA leave entitlement.

d) District's and Employee's Rights if an Employee Requests Accrued Leave Without Mentioning Either the FMLA or CFRA:

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

If the District has enough information to determine that the leave is FMLA/CFRA qualifying, it may designate the leave as such.

Section 35.7 Medical Certification

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

a) Employee's Own Serious Health Condition: If the leave is requested because of the employee's own serious health condition, the written certification from the health care provider must contain all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position. Upon expiration of the time period the health care provider originally estimated that the employee needed for their own serious health condition, the employee must obtain recertification if additional leave is requested.

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

c) Servicemember Serious Injury or Illness: Employees who request leave to care for a covered servicemember who is a child, spouse, parent, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured servicemember's serious injury or illness. The District may verify the certification as permitted by the FMLA regulations.

d) Qualifying Exigency: The first time an employee requests leave because of a qualifying exigency, an employer 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 may verify the certification as permitted by the FMLA and CFRA regulations.

e) Time to Provide a Certification. When an employee's leave is foreseeable and at least thirty (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 to the District within the time frame requested by the District (which must allow for at least fifteen (15) calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

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

g) Recertification. If the District has a good faith, objective reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider

chosen and paid for by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee, but paid for by the District. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinion when there is a recertification sought.

h) Intermittent Leave or Leave on Reduced Leave Schedule. If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for their own serious health condition, or to care for a family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means that there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

Section 35.8 Employee Notice of Leave

Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible for their need for leave. If leave is foreseeable, at least thirty (30) days' notice is required. In addition, if an employee knows that they will need leave in the future but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform their supervisor as soon as possible that such leave will be needed. Such notice may be given orally. If the District determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the District may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute. 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.

Section 35.9 Reinstatement Upon Return From Leave

a) Right to Reinstatement. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA 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 (2) business days, were feasible, after the employee notifies the employer of their readiness to return.

b) Employee's Obligation to Periodically Report on Their Condition. Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

c) 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.

d) Reinstatement of "Key Employees". Under the FMLA only, the District may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid ten (10) percent of all employed by the District within seventy-five (75) miles of the work site) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the District, and the employee is notified of the District's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur. Under the CFRA, the District may not deny reinstatement to a "key" employee during or upon the expiration of CFRA leave.

Section 35.10 Required Forms

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

a) A request for family leave and medical leave form.

b) Medical certification either for the employee's own serious health condition or for the serious health condition of a family member;

c) Authorization for payroll deductions for benefit plan coverage continuation; and

d) Fitness for duty to return from leave form, when appropriate.

CHAPTER 36: INDUSTRIAL INJURY AND ILLNESS

Section 36.0 Reporting of Industrial Injury and Illness

a) All injuries sustained in the course of employment shall be reported at once to the appropriate supervisor. If the supervisor was not a witness to the injury, they shall immediately investigate the circumstances for the purposes of filing a Supervisor's Report of Accident Form with the Personnel Office within twenty-four (24) hours.

b) In the event of death or serious injury to an employee while on duty, the immediate supervisor shall notify the General Manager and the Personnel Officer immediately. The Report of Accident Form shall be completed within twenty-four (24) hours following the accident and hand carried to the Personnel Office.

c) In cases of industrial illness, the employee shall report their condition to their supervisor immediately upon learning the results of professional medical diagnosis. The supervisor shall inform the Personnel Office within two (2) hours of notification of the employee's illness.

d) When appropriate, a committee appointed by the General Manager shall review reports of industrial injury for the purpose of making recommendations relative to improvements in safety and health conditions within the District.

e) In the event that any employee is absent from work as a result of any injury or illness which comes under the State of California Workers' Compensation Insurance and Safety Act, such absence shall be considered industrial accident leave without pay so noted on the employee's time sheet.

Section 36.1 Compensation While on Industrial Accident Leave

a) A full-time employee on industrial accident leave shall receive compensation for the first three (3) days waiting period and further compensation after three (3) days pursuant to the State's industrial injury and illness compensation schedule.

b) After the first three (3) days of industrial accident leave, the employee's accrued sick leave and/or vacation days may be used to augment their temporary disability compensation payment to bring their take-home pay up to (but not to exceed) the regular amount of their net compensation.

c) Industrial accident leave benefits shall apply only to each qualified injury or illness as defined in the California Workers' Compensation Insurance and Safety Act.

d) Sick leave shall continue to accrue for an employee on industrial accident leave.

e) Absence due to industrial accident leave shall not affect computations for vacation accruals unless such absence exceeds one (1) month, in which case subsequent time off during the same period of absence shall be excluded from computations.

f) The District may continue pay for any group insurance and/or retirement benefits previously paid for by the District during industrial accident leave.

Section 36.2 Return to Work

a) An employee on industrial accident leave for more than one (1) day shall submit a health care provider's clearance to their supervisor before being authorized to return to work.

b) When an employee who desires to continue in the service of the District receives a permanent disability rating/award, the employee may be placed on leave with pay or continued on leave without pay or be temporarily assigned to a task or tasks suitable to the employee's condition and pending a physical fitness examination.

c) In the event that the employee is temporarily assigned other duties, any accrued leave-with-pay credits will be used to augment their pay and permanent disability compensation payments; however, their total compensation shall not exceed the regular amount of their net compensation.

CHAPTER 37: MILITARY LEAVE

Section 37.0 Policy

District policy relating to military leave and compensation shall be in accordance with the provisions of state and federal law.

CHAPTER 38: LEAVE BECAUSE OF PREGNANCY, CHILDBIRTH, RELATED CONDITION, OR REPRODUCTIVE LOSS

Section 38.0 Use of Pregnancy Disability Leave

a) An employee who is disabled by pregnancy, childbirth or related medical conditions is entitled to take a pregnancy disability leave of up to four (4) months depending on the period of actual disability.

b) Pregnancy disability leave shall be considered leave without pay except that:

all accrued vacation credits and, on medical certification, all sick leave credits may be used during pregnancy disability leave.

c) Vacation and sick leave benefits shall continue to accrue at the regular rate during the period of paid leave of absence but shall be discontinued on the date when all such paid benefits have been exhausted.

Section 38.1 Return from Leave

A person returning from pregnancy disability leave will be returned to her same job, unless business necessity exists which justifies the District's not returning her to the same job. If such justifiable business necessity exists, the employee will be offered a position similar in pay, location and job content if possible.

Section 38.2 Working During Pregnancy

An employee may continue to work during pregnancy as long as the employee's physician certifies that performance of essential duties is not endangering the health of the employee or others, provided the employee is otherwise performing in a satisfactory manner.

Section 38.3 Leave for Reproductive Loss

The District provides employees who have been employed at least 30 calendar days with Reproductive Loss 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, as those terms are defined below:

1) "Failed Adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.

2) “Failed Surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
3) “Miscarriage” means a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
4) “Sitllbirth” means a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of the child born as a result of the pregnancy that ended in stillbirth.
5) “Unsuccessful Assisted Reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

b) Reproductive Loss leave may be taken for up to five (5) days per Reproductive Loss Event.

c) Reproductive Loss Leave is not required to be taken consecutively, but such leave must be taken within three (3) months of the Reproductive Loss Event, with the exception that, if an employee is on California Family Rights Act (“CFRA”) leave, Pregnancy Disability Leave (“PDL”), or another protected leave by state or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use Reproductive Loss Leave within three (3) months of the end date of the other protected leave.

d) If the employee experiences more than one 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.

e) Reproductive Loss Leave is unpaid, but the employee may elect to use accrued paid leaves, such as sick leave, personal leave, or vacation in order to provide for their compensation while on Reproductive Loss Leave.

f) The District will maintain the confidentiality of any employee who requests to use or uses 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.

CHAPTER 39: JURY DUTY AND SUBPOENAED ABSENCE

Section 39.0 Jury Duty Absence

In the event a full-time or part-time employee (identified in 39.2 below) is duly summoned to any court for the purpose of performing jury service they shall receive their regular compensation for any regularly scheduled work hours spent in the actual performance of such service, provided the fees, except mileage or subsistence allowance, which they receive as a juror are remitted by the District.

Section 39.1 Subpoenaed Absence

An employee who is subpoenaed to appear in court shall be allowed to do so without loss of compensation unless the employee is appearing as a party or an expert on a case not involving the District.

Section 39.2 Part-Time Employees

The above policies in this Chapter shall pertain to part-time employees regularly working over twenty (20) hours per week year-round. If hours of work are variable, the part-time employee shall be compensated at the rate of their hourly wage multiplied by the average daily hours worked during the pay period prior to the court-ordered absence, or by the actual number of hours of court-ordered absence, whichever is less. Fees paid for such court appearances shall be remitted to the District up to the amount of compensation paid by the District.

Section 39.3 Other Employees

Other employees, including part-time employees working less than twenty (20) hours per week, seasonal, temporary or limited duration are not eligible for paid leave in accordance with this Chapter.

CHAPTER 40: LEAVE WITHOUT PAY

Section 40.0 Definition

An employee who is absent from work and who is not on medical leave is considered to be on leave without pay pending status determination. Any employee who is granted a leave of absence to attend school on a full-time basis for the purpose of completing courses for a degree or improvement within their position shall be considered to be on leave without pay.

Section 40.1 Approved Leaves of Absence

a) Absence due to approved leave without pay shall not affect continued accrual of sick leave and vacation credits unless such absence exceeds one month in which case there shall be no accrual of credits for the total period of absence, including the first month.

b) An employee on authorized leave without pay shall not be covered under the District's group insurance plans unless the employee agrees in writing to advance the District on a monthly basis an amount equal to the cost of their enrollment in the group plan(s).

c) An employee who is on leave without pay for a period of one (1) month or less shall be responsible for advancing the District the amount of payroll deductions authorized by the employee.

d) An employee who is on leave without pay in excess of one month, shall assume responsibility for making payments previously made through payroll deduction and the District shall discontinue making payments on behalf of the employee. Upon return to work, the employee must fill out new authorization cards for any payroll deductions they wish to reinstate. An employee who is on leave without pay in excess of ninety (90) days shall assume responsibility for making payment for health, dental and life insurance premiums, subject to eligibility requirements of the plan(s).

e) An employee who has a need to be absent from work and who is not eligible with pay must request to be placed on leave without pay by submitting a Request for Leave of Absence form to their supervisor two (2) weeks prior to the date when leave is to commence. The requirement for a full two (2) weeks prior notice may be waived for good and sufficient reason.

f) Leave without pay for a period not to exceed two (2) weeks may be granted by the employee's Division Director.

g) Leaves without pay in excess of two (2) weeks shall require the approval of the employee's Division Director and the General Manager.

h) Leave without pay shall not be granted to any employee for a period in excess of six months without the approval of the Board of Directors.

Section 40.2 Return from Leave of Absence

a) An employee returning to duty from leave without pay (not otherwise protected by FMLA/CFRA or other applicable leave) not exceeding thirty (30) calendar days shall retain their position and salary prior to such leave. If such leave was in excess of thirty (30) calendar days, the employee's anniversary date for purposes of evaluation and merit pay increases shall be extended by the number of days included in the period of leave without pay.

b) An employee on leave without pay (not otherwise protected by FMLA/CFRA or other applicable leave) in excess of thirty calendar days other than an employee on pregnancy leave or military leave, has no job retention rights or other guarantee of resuming employment with the District upon completion of their leave without pay status. Upon their return and provided there is a suitable vacancy for which they are fully qualified, they may be placed in a lower level job classification at the step held prior to their beginning leave without pay.

c) On certification of a health care provider's, employees on non-industrial disability leave without pay shall have job retention rights for a period not to exceed six (6) months.

Section 40.3 Unauthorized Leave

An employee absent from work without approval or explanation is considered to be on an unauthorized leave of absence and is subject to disciplinary action up to and including discharge. An employee who is absent for a period of three (3) days or more without authorization may be considered to have abandoned their position and to have voluntarily resigned.

CHAPTER 41: MISCELLANEOUS LEAVES

Section 41.0 School or Licensed Day Care Leave

Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one (1) or more children who are in kindergarten or grades one (1) through twelve (12), or who are in a licensed child care facility, shall be allowed up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to their supervisor/superintendent of the planned absence. The leave is unpaid unless the employee uses vacation accruals. The employee must provide documentation from the school or licensed child care facility as verification that the employee participated in school or child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for the District at the same District work site, only the first parent requesting leave will be entitled to it under this provision.

Section 41.1 Child Suspension Leave

Any employee who is a parent or guardian of a child in grades one (1) through twelve (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.

Section 41.2 Time Off to Vote

If any employee does not have sufficient time outside of working hours to vote at a statewide election, they may request up to two (2) hours of paid leave either at the beginning or end of scheduled working hours to enable them to vote. The employee must request time off to vote from their supervisor at least two (2) days prior to Election Day.

CHAPTER 42: MISCELLANEOUS

Section 42.0 Use of District Materials

a) All employees are entitled to use the District's reference books and materials related to recreation and park facilities and programs.

b) An employee may not retain books and materials beyond a two (2) week period in the event that a request for such books and materials is received from another employee. In the event that two (2) or more employees request the same item for the same period of time, such requests shall be granted on a first-come, first-served basis for a period of up to two (2) weeks.

c) During the course of their employment with the District, employees may have certain items purchased by the District for their use while at work; i.e., clothing, footwear, hard drives, planners, books, etc. At an employee's separation of employment with the District, the General Manager may, at their discretion, determine if the items are of continued value to the District. If not, they may offer them for sale to the employee. The sale price will be at fair market value based on the original purchase price less depreciation.

d) The District's business phones are available for limited personal use. Reimbursement shall be made through the business office for any toll calls or long-distance calls placed by employees for personal reasons

Section 42.1 Outside Employment

An employee may engage in employment other than their service with the District if such outside employment does not interfere with the performance of assigned duties and does not constitute a conflict of interest.

Section 42.2 Service Awards

Service awards shall be presented to full-time employees for years of service in increments of five (5) years commencing with the first five (5) year period. A service award may also be presented to an employee upon their retirement.

CHAPTER 43: DRUG AND ALCOHOL ABUSE POLICY

Section 43.0 Summary

It is the intention of this policy to eliminate substance abuse and its effects in the workplace. While the District has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. The District's concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. While the District will be supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help or continue substance abuse even while enrolled in counseling or rehabilitation programs.

Supervisors may be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated, and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees. To that end, the District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to the employees of the District, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the District.

Section 43.1 Policy

It is District policy that employees shall not be under the influence, or in possession, of alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty.

While use of validly prescribed medications and drugs does violate this policy per se, failure by an employee to notify their supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties, or the operation of District equipment, can result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The District reserves the right to search, without employee consent, all areas and property in which the District maintains control or joint control with the employee. Right to search, when utilized, shall be preceded with notice to the employee of their right to representation and to be present during the search. Otherwise, the District may notify appropriate law enforcement agencies that an employee may have illegal drugs in their possession or in an area not jointly or fully controlled by the District.

Refusal to immediately submit to an alcohol and/or drug analysis when requested by District management or law enforcement personnel, or refusal to submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work until they can be safely transported from the work site.

The District is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law.

The District has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or the Human Resource office for additional information.

Section 43.2 Application

This policy applies to all employees and unpaid persons whose actions can serve to place themselves or employees at risk, cause poor employee morale, or damage the District's reputation. This policy applies to alcohol and drugs, including all substances, drugs, or medication, whether legal or illegal, which could impair an employee's ability to effectively and safety perform the functions of the job.

Section 43.3 Employee Responsibilities

An employee must:

a) not report to work or be subject to duty while their ability to perform job duties is impaired due to on or off duty alcohol or drug use;

b) not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours or while on standby duty, on breaks, during meal periods or at any time while on District property;

c) not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty;

d) submit immediately to an alcohol and drug test when requested by a District representative, and approved by the General Manager or their designated representative;

e) notify their supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment; and

f) provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

If drug/alcohol testing is proposed, the employee who is to be tested shall have the right to determine whether the test is by blood sample or by urinalysis. Testing, other than by breathalyzer performed by law enforcement for reasonable cause, shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA), using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result. The split sample and/or original sample shall be available for parallel testing by a different licensed laboratory at the District's expense. Test results and samples shall be retained for at least one (1) year. Any irregularity in the chain of custody of a sample shall serve to void the test.

Section 43.4 Management Responsibilities and Guidelines

a) Managers and Supervisors are responsible for reasonable enforcement of this policy.

b) Managers and Supervisors may request that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform their job safety is reduced. "Reasonable suspicion" shall generally not be deemed to exist if other objective explanations exist.
For example, any of the following, alone or in combination, may constitute reasonable suspicion: (when such behavior is unusual for an individual)

1) Slurred speech;

2) Alcoholic odor on breath;

3) Unsteady walking and movement;

4) An accident involving District property, where it appears the employee's conduct is at fault, when other objective evidence exists;

5) Physical altercation;

6) Unusual behavior;

7) Verbal altercation;

8) Possession of alcohol or drugs;

c) Any Manager or Supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.

d) Any Manager or Supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should arrange for the employee to be safely transported home.

e) Managers and Supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the freely given written consent of, and in the presence of, the employee.

f) Managers and Supervisors shall notify their Division Director or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in their possession or in an area not jointly or fully controlled by the District. If the Division Director or designee concurs that there is reasonable suspicion of illegal drug possession, the Division Director shall notify the appropriate law enforcement agency.

Section 43.5 Physical Examination and Procedure

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of their job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids. Form "A" describes the method in which the initial test will be conducted, how the sample will be processed after the drug and/or alcohol test is completed, and how a confirmatory test after an initial positive result will be performed.

Section 43.6 Results of Drug and/or Alcohol Analysis

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. "Positive results" shall be defined, for alcohol, as having a blood-alcohol level above that limit as established under California law for the operation of a motor vehicle.

If the drug screen is positive, the employee must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified their supervisor, the employee ~~will~~ may be subject to disciplinary action up to and including termination.

If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts. The decision to discipline or terminate will be carried out in conformance with the Chapters in the Manual involving discipline (Chapter 24 and 25).

The Alcohol/Drug Abuse Report shall not be considered valid until signed by a trained supervisor/manager and the General Manager or his designee. Any such report shall be removed from the file unless confirmation is made that the violation took place.

Section 43.7 Confidentiality

Suspicion of, discipline for, participation in EAP laboratory reports and test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Human Resources office. The reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

Unauthorized disclosure of any confidential information garnered through the administration of this policy is a violation of this policy and may result in discipline up to and including termination of the person or persons making the unauthorized disclosure.