

# SAN MIGUEL COMMUNITY SERVICES DISTRICT



## PERSONNEL GUIDELINES AND POLICIES

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# Chapter 1: Introduction

The San Miguel Community Services District (“District”) expects every District employee to be thoroughly familiar with, and to comply with the Personnel Guidelines and Policy Manual (“Guidelines”).

## 1.1 Disclaimer

The Guidelines do not represent a contract, nor should they be relied upon as binding promises made by the District. The District reserves the right to change, add to, or rescind any of the guidelines or policies after fulfilling its legally required meet and confer obligation with any District-recognized employee organization, as well as the right to determine their meaning, purposes, and effect.

## 1.2 Purpose and Scope of Guidelines

These Guidelines are intended to inform employees of the District’s position on basic employment-related subjects. They are not all-inclusive but address those general topics most likely to be of interest to employees in the course of ordinary, day-to-day operations of the District. The Guidelines are to be used as a reference by employees and supervisors.

Guidance to Reader. These Guidelines apply to all employees of the District. An employee who fails to comply with one or more Guidelines may be subjected to disciplinary procedures as specified herein, up to and including termination.

## 1.3 Equal Employment Opportunity Policy

The District’s employment decisions are based on merit, qualifications, and the legitimate business-related needs of the District. The District does not discriminate against its employees or applicants because of race, color, religion, sex, pregnancy, national origin or citizenship, ancestry, age, marital status, registered domestic partner status, mental or physical disability, political affiliation, medical condition, sexual orientation, gender identity or gender expression, veteran status, genetic information, or any other basis protected by law. Equal employment opportunity is extended by the District to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, training, promotion, discipline, layoff, and termination.

## 1.4 Conflict with Other Policies

If a provision of these Guidelines 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 prevail.

## 1.5 Severability

If any section, subsection, sentence, clause, or phrase of these Guidelines is for any reason held illegal, invalid, or unconstitutional by decisions of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

## **1.6 Amendment of Policies**

District staff, may, at any time, make recommendations for the amendment and revision of these Guidelines to the Board of Directors (“Board”), as long as the General Manager is provided the proposal in writing. However, amendments and revisions that fall within the scope of representation shall not be approved by the Board until after meeting and conferring in good faith with representatives of recognized employee organizations representing employees of the District.

## **1.7 Employment Constitutes Acceptance of Rules**

In accepting employment with the District, each employee agrees to be governed by and to comply with the Guidelines and rules established by the General Manager pursuant thereto, and rules, regulations, and directives of the department in which employee is employed. Each employee will receive a copy of these Guidelines and are expected to read and be familiar with its contents and provisions and shall sign the “Acknowledgement of Receipt” form acknowledging acceptance.

All employees holding a position with the District on the effective date of these Guidelines shall thereafter be subject in all respect to the provisions herein except where excluded from coverage.



## **Chapter 2: Classification of Employees**

### **2.1 Probationary Employees**

All District employees are considered probationary employees from their date of hire until the completion of twelve (12) months of service with the District. From date of hire, probationary employees are entitled to accrue vacation, sick leave, comp time off, health benefits, and to use sick leave with General Manager approval. Vacation leave is accrued from date of hire, but may only be used after six (6) months of employment. Temporary employees who are later hired as regular District employees shall begin their probationary period starting from their first day of regular, non-temporary employment. The General Manager, in conjunction with the employee's supervisor may elect to extend the probationary period for any employee up to an additional three (3) months.

### **2.2 Regular Part-Time Employee**

Employees, who have served the required probationary period satisfactorily, are not temporary employees, and are regularly scheduled to work fewer than forty (40) hours per week, but not less than twenty (20) hours per week in an established position on a year-round basis are regular part-time employees.

### **2.3 Regular Full-Time Employee**

Regular full-time employees are those who are regularly scheduled to work at least forty (40) hours per week, are not temporary employees, and who have successfully completed the probationary period.

### **2.4 Temporary Employee**

Employees serving in a position in which the requirements of their services are temporary in nature are temporary employees. A temporary employee shall not work more than 1,000 hours in a fiscal year. This classification includes, but is not limited to, personnel employed for the seasonal workloads and emergency extra workloads. Temporary employees are not eligible for any employee benefits, except as required by law. A temporary employee may take time off without pay with the approval of his or her supervisor or General Manager and shall be permitted to take time off for the District-recognized holidays without pay.

### **2.5 Exempt Employee**

An employee who is exempt from the minimum wage and overtime requirements of the Federal Fair Labor Standards Act ("FLSA"). To be considered "exempt," an employee must work in a bona fide executive, administrative, or professional capacity and be paid on a salary basis as required by the FLSA. These positions shall be so designated in the classification plan.

### **2.6 Non-Exempt Employee**

An employee who is not a bona fide executive, administrative, or professional employee as defined by the FLSA. Non-exempt employees earn overtime pay in accordance with the overtime requirements of the FLSA.

## **Chapter 3: Recruitment**

### **3.1 Announcement**

Applicants for vacant positions which are subject to open or promotional examination shall be solicited by public announcements posted in a manner and at locations as determined by the General Manager. The announcements shall specify the title and pay range of the position class, the nature of the work to be performed, minimum and desirable qualifications, manner of making applications, closing date for receiving applications, examinations required, and other pertinent information.

### **3.2 Applications**

Every applicant for examination shall file a formal, signed District employment application. Other methods of acceptable application due to an applicant's disability will be considered. Application forms shall require information covering training, experience, and other pertinent information as required by the General Manager. The General Manager may also require applicants to submit additional job-related information.

### **3.3 Examinations**

Examinations for the establishment of eligibility lists shall be competitive and by such character shall test and determine the qualifications, fitness, and ability of applicants to perform the essential functions of the classifications for which they seek appointment.

The examination may include an investigation of character, personality, education, experience, criminal history, credit bureau, drug & alcohol and any tests of intelligence, capacity, technical knowledge, manual skill, or job-related physical fitness that the General Manager deems appropriate.

The General Manager shall designate the procedure, time, place, and type of examination, the conditions under which it may be conducted, and the individual or competent agency who will conduct the examination. The District will make every reasonable effort to accommodate disabled applicants in the administration of employment tests in accordance with applicable law. Examinations may be promotional, open, or continuous as directed by the General Manager. In making a decision regarding the type of examination, the General Manager will consider the availability of qualified interested personnel in the District workforce, the possible Affirmative Action implications, and the need for expediency in filling the position.

### **3.4 Open/Promotional Examinations**

Any person who meets the requirements set forth in the open/promotional examination announcement may compete in open/promotional examinations. The General Manager may adopt and implement objective standards to initially screen applications in order to reduce the number of applicants to a manageable size.

### **3.5 Promotional Examinations**

Regular and non-regular employees, except temporary employees, who meet the requirements set forth in the promotional examination announcement may compete in a promotional examination announcement.

### **3.6 Continuous Examinations**

Continuous examinations may be administered periodically for a single classification. Names shall be placed on eligibility lists and shall remain on such lists as prescribed in Chapter 4 Section 2.

## **Chapter 4: Eligibility Lists**

### **4.1 Establishment**

As soon as possible after the completion of an examination, the General Manager shall prepare and maintain an eligibility list consisting of the names of the applicants or employees who qualified in the examination. The names on the list shall be in order based on each applicant's competitive score for the examination process, with the highest score being first on the list. Each applicant or employee shall be given notice of the results of his or her examination and ranking on the eligibility list.

Applicants on the eligibility list for a particular classification may be certified by the General Manager for consideration to hire for a classification in an equal or lower salary range in the event that an eligibility list for that classification does not exist, provided that the applicant is qualified. This may be done only with the approval of the General Manager. Applicants will not be removed from the eligibility list pursuant to Chapter 4 section 3 if they refuse to accept employment in the lower classification.

### **4.2 Duration of Lists**

All eligibility lists shall remain in effect until exhausted or abolished by the General Manager for due cause. As a general policy, eligibility lists shall remain in effect for not more than one (1) year. Eligibility lists may remain in effect for more than one (1) year at the General Manager's discretion. The General Manager may abolish eligibility lists with three (3) names or less before the one (1) year expires.

### **4.3 Removal of Names from Eligibility Lists**

The General Manager may remove a name of any eligible candidate appearing on an eligibility list if:

- The eligible candidate requests that his or her name be removed;
- The eligible candidate fails to provide notification of a change in address;
- The eligible candidate fails to attend a scheduled interview;
- The eligible candidate declined an interview on two (2) occasions;
- The eligible candidate declined an offer of employment;
- The eligible candidate was on an eligibility list as a result of a promotional examination and has subsequently left District employment; or
- The eligible candidate was on a list for a specialized classification within one department of the District and was determined to be unsuitable by the Department head.

### **4.4 Disqualification**

At any point in the recruitment and selection process, the General Manager may refuse to declare an applicant an eligible candidate, or may withhold or withdraw from certification, prior to appointment by the General Manager, anyone who:

- Has failed to provide proof for any of the requirements established in the announcement for the classification for which he or she applied;

- Has been convicted of a felony of such a nature as to have an adverse effect on the candidate's ability to perform the duties of the position;
- Has a history of dismissal from any position in public or private service for any cause, which would be a cause for dismissal from District employment;
- Has practiced or attempted to practice any deception or fraud in his or her application, examination, or in securing eligibility; or
- Is otherwise not qualified for employment with the District.

#### **4.5 Hiring**

Decisions regarding employment are based upon an individual's qualifications for the applicable position as described below.

#### **4.6 Vacancies**

Employees of the District are encouraged to apply for any vacant positions for which they are qualified. The District awards vacant positions to the applicants who are best suited to meet the needs of the District, regardless of whether the applicant is a current District employee or not.

If a vacancy is awarded to a current regular employee, that employee shall serve a six (6) month probationary period in that position with continued benefits for health care, sick leave, vacation and comp time-off. Within three (3) months of the move to the vacant position, the employee may return to their previous position with written notice to, and approval by the General Manager, so long as the position has not been filled.

#### **4.7 Selection of Employees**

All persons considered for employment with the District shall be qualified to perform the duties of the position for which they are employed. Before reporting for their first day of work, employees shall be required to undergo a medical examination and drug/alcohol testing, which confirms their ability to perform the essential functions of the job. All persons considered for employment shall also be required to submit to a background check through the Department of Justice. If an applicant is applying for a position with the District, which requires driving a District vehicle, that applicant shall also submit a Department of Motor Vehicles report with his or her application.

Upon completion of such evaluation, the Board will be notified of final applicants, and the General Manager, or designee, shall select the applicant to be employed to fill the position opening, and shall promptly notify the Board of Directors of the name of the person selected.

#### **4.8 Citizenship Verification**

All employees must provide necessary documentation to prove identity and their right to work in the United States in accordance with Federal and State Immigration and Naturalization laws. Failure to provide such documentation will result in disqualification from selection or immediate termination.

#### **4.9 Probationary Period**

The purpose of the probationary period is to give the District and the new employee the opportunity to determine whether employment relationship suits both parties. New employees may be eligible for health benefits under the Affordable Care Act after ninety (90) days of employment, if not enrolled in the District's health care coverage. During the probationary period, the District evaluates the employee's job performance, and it is expected that the employee will use this time period to determine whether the District employment is satisfactory to him or her. Generally, employee evaluations may be performed at three (3) months and/or six (6) months after the date of hire and shall be performed at the end of the twelve (12) month probationary period. The employee's supervisor will conduct a written performance evaluation to ascertain the advisability of continued employment on a regular basis. However, written evaluations may be done at any time during the probationary period if determined to be necessary by the Supervisor or the General Manager.

Regardless of whether the supervisor completes a written performance evaluation, probationary employees are at-will and the District retains the right to terminate employment with or without cause, during the probationary period, in accordance with California law. Similarly, the probationary employee can end his or her employment at any time with at least two (2) weeks' written notice.

New employees hired for regular positions serve a probationary period of twelve (12) months, commencing with their first day of employment. The General Manager, in conjunction with the employee's Department Head, may extend the probationary period one time if it is determined that such an extension is appropriate. The status of regular employment following the probationary period shall only occur after a successful evaluation has taken place, and only if confirmed in writing by the District.

#### **4.10 Promotion**

Employees promoted shall be subject to an additional six (6) month promotional probationary period. During a promotional probationary period, employees will continue to be considered regular employees, will accrue seniority, and shall be protected in disciplinary procedures as other regular employees. If the employee is not recommended for permanent status in such promotional position, he or she shall be entitled to return to the position for which he or she was promoted provided he or she was a regular employee in such position and a vacancy exists or one will be created as the result of another employee being promoted. If the employee was not accorded permanent status for any reason other than the inability to perform the duties of the new position, he or she shall not be entitled to be restored to the position from which he or she was promoted.

#### **4.11 Orientation**

Each new employee shall be provided a copy of the Personnel Policy Manual and any other District policies pertinent to his or her job. After the employee's review of the District's policies, employee shall attend an orientation session with the General Manager or his or her Department Head. At that time, the General Manager or Department Head shall discuss the general operation of the District, the employee's role in making the District an efficient and effective operation, {CW075184.7}

and answer any questions of the employee pertinent to his or her employment. The General Manager or Department Head shall note the date and time of the orientation in the employee's personnel file.

## Chapter 5: Nepotism

### 5.1 Definitions

**5.1.1 “Relative”** means spouse, registered domestic partner, child, stepchild, step-sibling, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousin, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.

**5.1.2 “Spouses”** means two persons who have a valid marriage or two people who are registered domestic partners.

**5.1.3 “Supervisory relationship”** means one in which one employee exercises the right to control, direct, reward, or punish another employee by virtue of the duties and responsibilities assigned to his or her District appointment.

### 5.2 Policy as to Relatives

The General Manager has discretion not to appoint, promote or transfer a person to a position within the same department in which the person’s relative already holds a position, when such employment would result in any of the following:

- Create a direct or indirect supervisory relationship;
- The two employees having job duties, which require performance of shared duties on the same or related work assignment;
- Both employees having the same immediate supervisor; or
- A potential for creating an adverse impact on supervision, safety, security, morale, or efficiency that is greater for relatives than for unrelated persons.

### 5.3 Policy as to Employees Who Become Spouses or Domestic Partners

If two District employees, who work in the same department, become spouses or become domestic partners, the Department Head has discretion to transfer one of the employees to a similar position in another department with General Manager approval. Although the wishes of the employees in question will be given consideration, the Department Heads retains sole discretion to determine which employee is to be transferred based upon District needs, operations, or efficiency. Notwithstanding any provision in these Guidelines, any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal.

If continuing employment of both employees cannot be accommodated in a manner that Department Head finds to be consistent with the District’s interest in the promotion of safety, security, morale, and efficiency, then the Department Head retains sole discretion to separate one employee from District employment. Absent the voluntary resignation of one employee, the less senior employee will be separated, with at least thirty (30) days’ notice to attain new employment, unless the employee is in violation of any of these policies as outlined in Chapter 13 of these Guidelines. Notwithstanding any provision in these Policies, any such separation is not considered to be disciplinary and is not subject to any grievance or appeal.



## **Chapter 6: Performance**

### **6.1 Employee Evaluations**

In order to provide employees with information concerning their employment progress and to identify areas to improve job performance, the employee's supervisor and General Manager will conduct formal written employee evaluations at least once per year, preferably using the employee's hire date anniversary is desired for an annual evaluation.

Generally, employee evaluations may be performed at three (3) months and/or six (6) months after date of hire and shall be performed near the end of the twelve (12) month probationary period. In the event than an employee's supervisor or the General Manager determines that a regular part-time or regular full-time employee's job performance has not improved after receiving a written evaluation, the supervisor or the General Manager may elect to establish a performance improvement plan ("PIP"), also known as a performance action plan to provide an employee the opportunity to succeed while still being held accountable for past performance. A PIP shall be used to address either failures to meet specific job performance-related or behavior-related issues.

### **6.2 Ratings**

Performance evaluations shall be in writing on forms prescribed by the General Manager or his or her designee. The evaluation shall provide recognition for effective performance and also identify areas that need improvement. All evaluations will have an overall evaluation of Unsatisfactory, Improvement Needed, Satisfactory, Above Satisfactory, or Outstanding.

- Unsatisfactory Work is well below the standard expected of a competent worker in that job position, a majority of the time. Unsatisfactory ratings must be substantiated in a written statement by the evaluator.
- Improvement Needed performance is frequently less than the standard expected of a competent worker in that job position, and improvable with additional training, experience, or effort.
- Satisfactory Work performance consistently meets the standard expected of a competent worker in that job position.
- Above Satisfactory Work performance is generally above the standard expected of a competent worker in that job position, a majority of the time.
- Outstanding Work performance is consistently and distinctly well above the standard expected of a competent worker in that job position; performance is superior. Outstanding ratings must be substantiated in a written statement by the evaluator.

### **6.3 Evaluation Procedure**

The performance evaluation must be signed by the evaluator and discussed with the employee. Unscheduled performance evaluations may be made at the discretion of the General Manager or his or her designee.

Performance evaluations can be appealed to the General Manager as outlined in the Grievance Procedure in Chapter 11 of these Guidelines. Employee evaluation grievances will only be considered by the General Manager; they will not be heard by the Board. The General Manager

may only modify employee evaluations if there is a compelling reason to do so, and that reason must be clearly stated on the modified evaluation.

#### **6.4 Training, Certification and Education**

It is the employee's responsibility to maintain all appropriate or required licenses and certificates for his or her position. District will not pay for courses, credentials, licenses or certificates not required for an employee's duty position. If an employee loses a required license or certificate, he or she may be subject to discipline that may include demotion or termination.

The District supports education and training programs that improve the skills, qualifications, performance, and proficiency of the District employees. In addition, some of the positions within the District require employees to possess certifications. It is each employee's responsibility to maintain state-mandated certificates or credentials necessary to the employee's job assignment. The District will cover or reimburse any education and testing required to maintain job required certification. If an employee fails a course and/or test required for certification then they will be responsible for all costs to re-take the course and/or tests.

Where the District requires the employee to take training or where the employee is required by his or her position to maintain certification, employee shall submit a written request for training or certification to the employee's Department Head, who shall then notify the General Manager of the required training.

#### **6.5 Outside Employment**

Any regular employee, who desires to engage in outside employment, shall first obtain a non-District conflict job approval from his or her supervisor or General Manager. The employee shall submit a statement to his or her Department Head and General Manager naming the prospective employer, his address and telephone number, and outlining the proposed duties and hours of work. Approval may be denied if, in the opinion of the General Manager or Department Head, such outside employment is incompatible with the proper discharge of the employee's official duties. All such approvals shall be subject to renewal by the General Manager, and shall be re-submitted prior to January 10th each year to maintain a valid, continuous authorization, or any time there is a change in employment or duties.

Any violations of this section may constitute sufficient grounds for disciplinary action.

#### **6.6 Job Descriptions and Duty Statements**

It is the District's responsibility to develop and maintain job descriptions for each position within a table of organization established by the Board of Directors.

Exhibit "B", incorporated herein by reference, shall provide a listing of said descriptions by position and also provides a compensation schedule by position.

All contract employees, including but not limited to, General Manager, Director of Utilities, Board Clerk/ Account Manager, Fire Chief and Assistant Fire Chief shall be subject to annual

work performance evaluations per individual agreements and subject to Chapter 6 section 1 provisions. However, if the General Manager and the Fire Chief positions are held by the same individual, then the Board of Directors shall conduct the performance evaluation for those positions.

## **Chapter 7: Working Conditions**

### **7.1 Regular Work Week**

The regular workweek is forty (40) hours for all non-exempt full-time employees, ordinarily to be worked in five (5) eight-hour shifts, unless otherwise directed by General Manager or his or her designee. The workweek is defined as 12:01 A.M. Monday through midnight on Sunday except for those personnel working an alternative work week schedule.

- Utility staff's normal work schedule will be scheduled to meet District operational needs.
- Safety/Personnel may be assigned alternate work schedules and an alternative workweek.
- Operations and administrative staff may be assigned other work hours from time to time as determined by the department head or General Manager to best cover operational needs of the District. Employees shall report ready to begin work at the start of their shift and work until the shift ends.

### **7.2 Timekeeping Policies**

The District has adopted a separate document, which addresses its Timekeeping Policies, which shall be incorporated by reference.

### **7.3 Overtime Policy**

Due to the nature of the service the District provides the public, non-exempt personnel may be required to work overtime, which may include weekend duty along with days which are longer than eight hours in length.

All overtime hours worked shall be authorized in advance by the Department Head with notification in writing to the General Manager. Employees working overtime without prior approval by the appropriate individual may be subject to discipline.

### **7.4 Overtime Computation**

All non-exempt employees who work in excess of his or her regular work schedule, normally eight (8) hours in a workday, or forty (40) hours in a workweek, shall be entitled to overtime compensation at the rate of time and one-half of their regular rate of pay, except as otherwise provided for in these Guidelines or in the applicable collective bargaining agreement. Overtime provisions shall not apply to contract employees.

### **7.5 Overtime Compensation/Compensatory Time Off (CTO)**

An employee must designate on his or her timesheet whether he or she would like overtime as cash payment (in the amount of time and one half of his or her regular rate of pay) or as compensatory time off ("CTO") for any overtime hours worked. An employee may only accrue up to sixty (60) hours of CTO per fiscal year, unless otherwise stated in an employment agreement. CTO shall be earned as time and one half (e.g., an employee works 40 hours, but earns 60 hours since each hour is earned as time and one half) but used and paid as straight time.

Unless otherwise expressed in an employment agreement, for exempt employees, who have an employment agreement, the purpose of CTO is to allow these employees to take time off when

he or she works extra hours, because exempt employees are exempt from overtime compensation under the FLSA. Compensatory leave time shall be used before using vacation leave. This benefit is granted by contract to these exempt employees because the District recognizes that those specified employees devote a great deal of time to the District outside of normal working hours. The business hours of the District are 8:30am to 4:30pm, and the hours of utility staff are 7:00am to 3:30pm due to the nature of their job duties. Exempt employees are expected to maintain a work schedule consistent with the operating hours of the District. If an exempt employee arrives late and/or leaves early, those hours shall be deducted from an exempt employee's CTO bank.

If CTO is unused, non-exempt employees may either cash out up to forty (40) hours of compensatory time once per year or carry over a cap of sixty (60) hours of compensatory time to the next fiscal year, unless otherwise provided for in an approved bargaining or employment agreement. Employees who leave his or her employment with the District shall be allowed to use compensatory time earned prior to the effective separation date.

Compensatory time earned by an employee, who is required to work in excess of the normal workweek, shall be recorded by the immediate supervisor of the employee on the time card.

**7.6 Fire Protection Employees**

Section 7(k) of the FLSA provides that employees engaged in fire protection may be paid overtime on a "work period" basis. A "work period" may be from seven (7) consecutive days to twenty-eight (28) consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 212 (fire) as the number of days in the work period bears to 28. For example, fire protection personnel are due overtime under such a plan after one hundred and six (106) hours worked during a fourteen (14) day work period.

Work Period (days)	Maximum Non-Overtime Hours
14.....	106

**7.7 Hours of Work**

Normal office hours of the District, and the normal work schedule for administrative office staff, are 8:00 am until 4:30 pm, Monday through Friday. The normal schedule for the utility staff is Monday through Friday from 7:00 am until 3:30 pm.

Operations employees and office staff may be assigned other work hours from time to time as determined by the Department head or the General Manager to best cover the operational needs of the District and its customers. Employees shall report "ready" to work at the start of their shift, and work until the shift ends.

**7.8 On-Call Duty**

A schedule is maintained by the Director of Utilities whereby qualified Operations employees may be assigned, on a rotational basis, to be "on-call" on weekdays, weekends, holidays, and

other times not considered regular hours of work for the District employees, or as assigned to work alternative work week schedules.

### **7.8.1 On-Call Duty Weekdays**

On-Call employees will be paid at a rate of \$1.50 per hour for each hour they are on call outside of actual hours worked. While on call, if an employee is called back to work during their on-call time, they will be paid for any hours worked at their Overtime rate.

### **7.8.2 On-Call Duty Holidays/ Furlough Days/Weekends**

On-Call employees will be paid at a rate of \$2.00 per hour for each hour they are on call outside of hours worked. On-call employees who perform plant/ well readings on weekends, holidays, and furlough days will receive minimum of 2 hours compensation, or total actual hours worked if in excess of two hours (paid at overtime rate or straight time depending on whether the employee has already worked 40 hours in that workweek). While on call, if an employee is called back to work during their on-call time, they will be paid for any hours worked at their Overtime rate.

### **7.8.3 On-Call Duty Availability**

When an employee is assigned to on-call duty, he or she shall be provided a District tablet. The tablet will be used to access the District SCADA system in the event of an afterhours call. The on-call employee is required to keep the tablet in his or her possession during the entire on-call period. Notification of immediate work need may be given orally, in person or telephonically, by the Director of Utilities or the General Manager.

When an employee is assigned on-call duty, he or she shall be free to utilize his or her time as desired but must be able to be at the District within thirty (30) minutes. This will enable the on-call employee time to return to work in the event of an emergency call. On-Call employees need to remain unimpaired (e.g., such as refraining from drinking alcoholic beverages) and able to perform all duties when on-call.

### **7.8.4 Call Backs (employees on-call)**

If an employee is on call and he or she receive notification of a problem needing attention which can be addressed without leaving the location which they are at. (IE over the phone, or through SCADA) the employee will receive two (2) hours of overtime pay.

If an employee is on call and he or she receive notification of a problem needing attention which requires them to return to the District for any reason they will receive a minimum of two (2) hours of overtime pay. If the call out extends beyond the initial two hours, then they will continue to receive overtime pay for all actual time worked unless they reach their normal workday start time in which they will cease to receive overtime and will begin receiving straight time.

### **7.8.5 Call Backs (employees not on-call)**

If an employee is not on call and he or she is called back to work, the employee will receive minimum two (2) hours of overtime pay starting at the time they are notified. If the call out extends beyond the initial two hours, then they will continue to receive overtime for all actual time worked unless they reach their normal workday start time in which they will cease to receive overtime and will begin receiving straight time.

### **7.9 Meal/Break Time**

All employees working between four (4) hours and six (6) hours shall receive one fifteen (15) minute paid break. All employees working more than six (6) hours in a day shall receive two (2) paid fifteen (15) minute breaks (rest periods) in each day. The first shall occur approximately midway between their starting time and their meal time. The second shall occur approximately midway between their meal time and the end of their workday.

All employees working more than four (4) hours in a day shall receive an unpaid, off-duty meal period of not less than thirty (30) minutes. This meal must be taken no later than the end of the fifth (5th) hour of work. Employees working more than ten (10) hours receives a second unpaid meal period of not less than thirty (30) minutes. The second meal must be taken no later than the end of the tenth (10th) hour of work. An employee working six (6) hours or less may waive the first meal break by written mutual consent between the employee and District. The second meal period may be waived by written mutual consent if the total shift is twelve (12) hours or less and the employee takes the first meal break. Employees may take on-duty meal periods in certain limited circumstances and must be agreed to in writing by the employee and District.

### **7.10 Attendance**

Regular attendance by all employees is important to the successful operation of the District. Employees are expected to maintain a good attendance record and to report promptly for work in accordance with assigned work schedules.

### **7.11 Notice of Absence**

Employees who must be absent from work are expected to notify their Department Head or General Manager, either directly or by a recorded message, as soon as possible but not later than the beginning of their assigned shift. The employee shall provide the general reason for, and the probable duration, of the absence. If the employee has a prolonged absence (3 days or more) due to illness or a pattern of excessive sick leave usage, he or she may be required to provide medical documentation upon request from the Department Head and/or the General Manager.

### **7.12 Tardiness/Absence**

Employees are expected to report for their work shifts on time. Excessive or repeated tardiness may result in discipline up to and including termination.

If an employee is absent more than three (3) working days for any reason without notifying the employer, the employee may be considered to have voluntarily resigned.

### **7.13 Pay Period**

The District's payday is every other Friday for the two-week pay period ending the previous Sunday.

### **7.14 Safety**

The District has adopted Injury and Illness Prevention policies and safety rules with which employees are expected to comply. These policies are hereby incorporated by reference to the Personnel Guidelines and Policy Manual. It is the responsibility of each employee to learn and observe all applicable safety practices, policies, directives, or procedures. In addition, each employee is responsible for maintaining a safe work environment. Safety-related questions, or reports of any unsafe working conditions, real or potential, should be directed to the General Manager.

### **7.15 Accidents; Reporting**

Any work-related accident, or other accident occurring on the worksite, involving employees or other persons shall be reported to the Department Head, who will then provide notice to the General Manager. If the Department Head is unavailable to provide notice of a work-related accident or other accident occurring on the worksite involving employees or other persons, then that shall be reported to the General Manager in the Department Head's absence.

Such reports must be made in writing and submitted to the Department Head, who shall then provide notice to the General Manager immediately following the accident, and in no event more than twenty-four (24) hours following the accident on forms provided by the District. Employees are covered for employment related injury or illness by the California Worker's Compensation Act. Under California law, failure to report or delays in reporting a work-related injury or illness may result in a loss of benefits.

### **7.16 Maintenance - Housekeeping**

Each employee is responsible for the condition and maintenance of the equipment he or she uses on the job. The employee should report to their Department Head any equipment which is damaged, worn, or in need of maintenance. Employees should direct any safety concerns regarding the use of equipment to their Department Head or the General Manager.

Cleanliness and orderliness are important to the operation and safety of the District. Employees are responsible for keeping their work areas clean and orderly. Employees shall conduct pre-operation inspections of vehicles and equipment as well as report any repairs made and perform any minor repairs, or initiate a work or service order request to repair said vehicle or equipment. Employees shall maintain their work areas and equipment or initiate a service work order request for repairs.

### **7.17 Dress Code**

All Utility and Fire employees that are required to wear uniforms shall wear the appropriate uniform for their work area. If an employee is governed by an MOU, the employee should follow the rules pertaining to his or her dress code as outlined in the MOU. Employees are



permitted to wear the uniform only during their work hours, work time, or traveling to and from work or while representing the District.

Utility employees may be reimbursed up to one hundred and fifty dollars (\$150.00) per fiscal year to cover the cost of footwear that employees are required to wear to perform the District work, or an amount agreed upon by any recognized collective bargaining agreements. Employee must provide the District a receipt of the work boot purchase in order to obtain the boot allowance.

Employees that acquire uniforms with District logos or identifications may not wear these items while off-duty. Off duty firefighters may wear their District provided t-shirts, if on-call or stand-by duty.

Neatness, cleanliness, and good personal hygiene are expected of all the District employees while working. Employees should dress appropriately, in good taste, and according to the requirements of her or his position.

#### **7.18 Tattoos and Piercing Policy**

Employees of the District are expected to project a professional appearance while at work. Towards that end, employees are expected to comply with the following rules:

##### Tattoos:

- A. No visible tattoos are allowed anywhere on the head, face or neck, unless for religious reasons or purposes that the employee professes or provides information of religious affiliation or association.
- B. Any visible tattoos cannot be obscene, sexually explicit, or otherwise violate the District's policy against unlawful harassment or discrimination. Extremist or gang related tattoos are also not permitted.
- C. Visible tattoos for religious purposes or reasons shall be allowed for religious reasons or purposes that the employee provides information of religious affiliation or association related to said tattoo(s).
- D. Any non-conforming tattoos must be covered with clothing or a bandage while at work.
- E. If an employee has a question about the tattoo policy, he or she should raise it with their supervisor.

##### Piercing:

- A. No objects, articles, jewelry, gauges, or ornamentation of any kind shall be attached to or through the skin if visible on any body part (including the tongue or any part of the mouth) except that an employee may wear professional-looking earrings in the ears.
- B. Piercings, as described herein, shall be allowed if the employee provides information of religious affiliation or association related to said piercing(s).
- C. Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer while the employee is working.
- D. If an employee has a question about the piercing policy, the matter should be raised with his or her supervisor.

## **Chapter 8: Health Benefits and Compensation**

### **8.1 Health - Medical Insurance Benefits**

The District provides seventy percent (70%) of the employee's monthly premium for health benefits up to Nine Hundred Dollars (\$900.00) toward group medical insurance benefits, through CalPERS, for eligible employees and their families.

Eligible employees include all employees regularly scheduled to work an average of thirty (30) hours per week and are CalPERS members. Employees will be required to pay the remaining thirty percent (30%) of the monthly health premium and any amount in excess of \$900.00 through a payroll deduction. Employees are encouraged to consult with the General Manager or human resources personnel regarding eligibility, costs and enrollment procedures. Eligible employees may enroll in group health benefits on their hire date.

If an eligible employee already has qualifying healthcare through another source (such as a spouse or parent) and chooses not to participate in health insurance through the District, then they are eligible to receive two hundred and twenty-five dollars (\$225.00) per month in which health insurance would normally be deducted. These employees must provide the District documentation that they have healthcare provided through another source in order to receive the \$225.00/month benefit.

This section applies to all eligible employees unless otherwise provided for an approved bargaining agreement or employment contract.

District will also pay 100% of vision and dental coverage for its employees only. Employees may enroll a spouse and/or dependents for the District's vision and dental coverage, but shall be responsible for the benefit cost for spouse and family members for vision and dental coverage. The District shall provide payroll deductions for these expenses.

### **8.2 Retirement Health Benefits - Current Employees and Annuitants Hired before May 1, 2013**

The District currently provides retirement health benefits to eligible employees through CalPERS. These benefits are governed by the District's contract with CalPERS (including the plan documents), California state law, and applicable regulations. Should you want to review the plan or have further questions regarding this benefit, please call the District representative, who is currently the Finance Officer, and set up an appointment to go over the plan. The District reserves the right to change or discontinue this plan, consistent with any legal obligations it may have.

### **8.3 Retirement Health Benefits - Employees Hired after May 1, 2013**

The District currently provides retirement health benefits to eligible employees through CalPERS. These benefits are governed by the District's contract with CalPERS (including the plan documents), California state law, and applicable regulations. Should you want to review the

plan or have further questions regarding this benefit, please call the District representative, who is currently the Finance Officer, and set up an appointment to go over the plan. The District reserves the right to change or discontinue this plan, consistent with any legal obligations it may have.

**Vesting Schedule below for Employees hired as of May 1, 2013**

Credited Years of Service	Percentage of Employer Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

The credited service for purposes of determining the percentage of employer contributions shall mean service as defined in Government Code Section 20069 except that not less than five years of that service shall be performed entirely with District.

The percentage of employer contribution payable for post-retirement health benefits for each annuitant shall be based on the employee’s completed years of credited service based upon Government Code Section 22893.

**8.4 Holidays**

Full-time District employees, both regular and probationary, are paid for the following District Holidays, whether or not they are scheduled to actually work on that holiday. Full-time employees receive eight (8) hours of holiday pay at straight time on the observed holiday. Temporary and part-time employees are not eligible for holiday pay.

**The District generally recognizes the following twelve (12) days as paid holidays:**

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Friday Following Thanksgiving
Presidents' Day	Veterans' Day
Memorial Day	½ Day Christmas Eve
Independence Day	Christmas Day
Labor Day	½ Day New Year's Eve

If a District-paid holiday falls on a Saturday, eligible employees are generally given the preceding Friday off. If a District-paid holiday falls on a Sunday, employees are generally given the following Monday off. If the day of holiday observance falls during an employee's vacation period, and falls on a day the employee is regularly scheduled to work (but for his or her vacation), that day shall be considered as a paid holiday and not vacation time.

**8.5 Vacation**

Full-time District employees, both regular and probationary, are eligible for vacation benefits. Employees are encouraged to use their accrued paid vacation time. Employees who are normally scheduled to work fewer than forty (40) hours per week, and temporary employees, are not eligible for vacation accrual.

Vacations may be scheduled at any time during the year upon the approval of the Department Head with General Manager approval. Vacation requests must be submitted in writing to the Department Head or General Manager with at least seventy-two (72) hours advanced notice.

Vacation requests may be denied in order to maintain sufficient staffing of District operations or in the event such vacation request conflicts with a previously approved vacation request.

**8.6 Accrual**

Employees must complete six (6) months of employment with the District prior to using any accrued vacation benefits. Employees shall not accrue vacation time during any period of unpaid absence from work.

Employees accrue vacation benefits beginning the first pay period of employment in accordance with the following schedule, which is based on bi-weekly pay periods of eighty (80) hours (i.e., based on a full-time schedule):

<u>YEARS OF SERVICE</u>	<u>VACATION BENEFIT PER PAY PERIOD</u>	<u>WEEKS PER YEAR</u>	<u>ACCRUAL CAP</u>
00-04 Years	3.08 Hours	2 Weeks	160 Hours
05-14 Years	4.62 Hours	3 Weeks	240 Hours
15+ Years	6.15 Hours	4 Weeks	320 Hours

Upon separation of employment for any reason, the District shall compensate the employee for all of his or her unused, accrued vacation time at the employee's then current straight time rate of pay.

The District does not require an employee to take vacation time during periods of illness. However, the employee may elect to take vacation time in case of extended illness where paid sick leave, if any, has been exhausted.

### **8.7 Vacation Benefit Cap**

Employees are encouraged to use their vacation benefits. No employee shall be eligible to accrue more than a maximum of two times her or his annual entitlement to vacation pay at one time. Once an employee reaches this cap, the employee will cease accruing any additional vacation pay. When the employee uses enough vacation pay to fall below the cap, the employee will start accruing vacation pay again.

### **8.8 Vacation Cash-Out**

An employee may cash-out up to two (2) weeks of vacation each fiscal year provided that the employee has at least two weeks of vacation available after any cash-out.

### **8.9 Sick Leave**

In accordance with the Healthy Workplaces/Healthy Families Act of 2014, the District recognizes that employees will need days off from work from time to time to address their medical needs.

Upon retirement, unused sick leave may be exchanged for service credit with the District's retirement system, subject to the rules and regulations of the District's retirement system.

### **8.10 Applicability of Sick Leave**

Regular full-time employees shall earn sick leave at the rate of eight (8) hours per month of paid employment, accrued incrementally with each pay period, unless otherwise provided for in a collective bargaining agreement.

This policy applies to non-regular (seasonal, limited term, or temporary) employees (exempt and non-exempt) who, on or after June 28, 2015, work for the District for thirty (30) or more days within twelve (12) months from the beginning of employment and who are not eligible for any form of "comprehensive leave" benefit provided by the District to other employee groups.

Employees not covered by this policy are those who are eligible for the more generous "comprehensive leave" benefit provided by the District pursuant to a collective bargaining agreement (represented employees), employee benefits resolution (non-represented employees) or an employment agreement.

### **8.11 Entitlement for Sick Leave Usage**

An employee working for the District, on or after July 1, 2015, for thirty (30) or more calendar days within a year is entitled to paid sick leave.

Non-regular (seasonal, limited term, or temporary) employees covered by this policy are entitled to 3 days or 24 hours of paid sick time annually which may be used per fiscal year or after the ninetieth (90th) day after the first date of employment, whichever comes first. Twenty-four (24) hours shall be the maximum benefit except in situations where a day in an employee's regular work schedule is longer than an eight (8) hour day (e.g. an employee who works four, 10-hour days per week.) In such cases, a "day" shall be the equivalent of the hours in the Employee's regularly-scheduled work day.

Public sector employees, who are a recipient of a retirement allowance and employed without reinstatement into his or her respective retirement system, are not entitled to Paid Sick Leave under this policy.

Paid sick leave made available under this policy has no cash value, and the District does not pay employees for available sick leave at separation.

The amount of paid sick leave available to an employee will be reflected on his or her pay stub every pay period.

### **8.12 Usage of Sick Leave**

An employee may use available paid sick days beginning on the ninetieth (90th) day of employment. However, at its sole discretion, the District may allow the use of paid sick leave to an employee in advance of the 90th day of employment with proper documentation.

The District shall allow the use of paid sick days upon the oral or written request of an employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

"Family member" for purposes of this paid sick leave policy means:

- A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the employee stands in loco parentis, regardless of the age or dependency status);
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an Employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild;
- A sibling.

The employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the employee must provide notice as soon as practicable.

Employees must use sick leave in fifteen (15) minute increments.

Employees will only receive paid sick time for the number of hours they would have worked during their scheduled shift. For example, if the employee was scheduled for a four (4) hour shift, they will be compensated with 4 hours of paid sick time only.

Employees will be provided the total amount of sick leave that may be used per fiscal year (24 hours or 3 days) at the beginning of each fiscal year beginning in July, or the first date of employment, whichever comes first, therefore no accrual or carry-over is permitted.

The District will limit the use of paid sick days to twenty-four (24) hours or three (3) days in each fiscal year of employment.

For returning non-regular employees who have completed ninety (90) days of employment and have a break in service of less than one year, paid sick time will be earned as outlined above. However, these returning non-regular employees are not required to wait for a subsequent 90th day of employment to use their paid sick leave. They will have access to their available sick leave for that year immediately upon re-employment with the City; provided their returning start date is within 12 months of their previous departure date.

For returning non-regular employees who have not completed their 90 days of employment and have a break in service, paid sick time will also be earned as outlined above. However, these returning non-regular employees will need to wait for a subsequent 90th day of employment to use their paid sick leave.

### **8.13 Retaliation Prohibited**

Paid Sick Leave law protects employees who use sick leave, request to use sick leave, file a complaint with the Labor Commissioner's Office, allege a violation of these rights, cooperates in an investigation or prosecution, or oppose a policy or practice prohibited by the Paid Sick Leave law.

Retaliation prohibits the District from denying an employee the right to use paid sick leave, discharging or threatening to discharge an employee for using or requesting to use paid sick leave, demoting or suspending an employee for using or requesting to use paid sick leave, or in any manner discriminating against an employee because he or she uses paid sick leave or requests paid sick leave.

If an employee feels that he or she has been discriminated against for using paid sick leave or attempting to use paid sick leave, please inform the General Manager as soon as possible.

#### **8.14 Military Leave**

Employees are provided military leave in accordance with State and Federal laws. An employee requiring this type of leave shall provide the Department Head and/or General Manager, whenever possible, with a copy of the military orders specifying the dates of leave, site, and purpose of activity or mission.

An employee who interrupts his District service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.

#### **8.15 Bereavement Leave**

Bereavement leave may be taken to make arrangements necessitated by the death of a family member or to attend the funeral or memorial service for a family member.

Employee is granted three (3) days of paid leave to take time off on the account of the death of a member of his or her immediate family or up to five (5) days if the employee is required to travel more than two hundred fifty (250) miles, one way, from his or her residence.

For purposes of this policy, “immediate family” is employee’s spouse, domestic partner, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousin, niece, nephew, or in-laws (or analogous relationship of those enumerated above in connection with a domestic partnership).

Usage of this leave shall not be charged against employee’s leave balance, which includes sick leave, vacation leave, or compensatory time off.

#### **8.16 Pregnancy Disability Leave**

An employee is entitled to a leave of absence for the period of time that she is required to be absent from work due to pregnancy-related disability, including childbirth, for up to a maximum of four (4) months. The employee must exhaust her accrued paid sick leave time, during the pregnancy disability leave, prior to electing using her accumulated paid time off benefits (e.g., vacation, comp time), during any such period of leave.

#### **8.17 FMLA/CFRA Leave**

Under the Family Care and Medical Leave Act (“FMLA”) and California Family Rights Act (“CFRA”), employees who have at least twelve (12) months of service with the District, and have worked at least 1,250 hours in the preceding 12-month period, may request an unpaid leave for family care or medical reasons. This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of a child with the employee, or for the employee’s own serious health condition or the serious health condition of the employee’s child, parent, spouse or registered domestic partner, or in connection with the call to active duty of a family member. In addition, eligible employees may request up to twenty-six (26) weeks in a 12-month period to care for a family member (including a “next of kin”) with a serious health condition incurred while on active military duty.



Employees, who are eligible to, and do, take a leave under this policy will be reinstated at the conclusion of the leave to the same or to a comparable position, in accordance with state and federal law.

If possible, employees must provide at least thirty (30) days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for the employee or for a family member). For events, which are unforeseeable, employees must notify their immediate supervisor, at least verbally, as soon as the employee learns of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy.

The District requires certification from the employee's health care provider before allowing an eligible employee a leave for his or her own serious health condition. In addition, the District requires certification from the health care provider of the employee's child, parent, spouse or registered domestic partner that has a serious health condition before allowing a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

For eligible employees taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of such leave is two weeks, and must be concluded within one (1) year of the birth or placement for adoption or foster care.

Taking an FMLA/CFRA leave may affect certain employee benefits or seniority date. Employees who want more information regarding eligibility for a leave or the impact of the leave on seniority and benefits should contact the General Manager.

### **8.18 Educational Training Time**

In support of the District's overall belief in the continuing education and development of staff, employees may request educational leave for time spent attending classes, training, seminars, or other training specified or approved in advance by the Department Head with notification to the General Manager, if mandated by new regulatory requirements for an individual position or there is a demonstrative value to the District as determined by the General Manager. The amount of the educational time granted, if any and whether or not some or all of the time will be paid, will be determined in advance of attendance and at the discretion of the Department Head with notification to the General Manager.

Employees will be paid their regular wages, if job requires certification or recertification for their position or work duties when required to attend classes or courses during normal work hours for the benefit of the District, or only when needed for the employee's continuing education for required licenses or certification.

### **8.19 Jury Duty**

Any employee who is summoned for jury duty will be allowed time off as necessary to fulfill jury duty responsibilities. A copy of the subpoena or order requiring such duty must be

submitted to his or her supervisor within three (3) working days of receipt in conjunction with a leave request.

Employees will receive paid time while serving on jury duty if it occurs during their normal work days. Employees who are normally scheduled to work at least thirty (30) hours or more per week qualify for pay. Upon release from jury duty employees shall provide a receipt from the Court Clerk verifying times away from work.

### **8.20 Voting**

Any employee whose work schedule effectively prevents him or her from voting in a federal, state, or municipal election before or after work hours, or during break time, shall be permitted paid leave for this purpose not to exceed two (2) hours.

### **8.21 Administrative Leave**

The District shall have the right to place an employee on administrative leave at any time with full pay when, in the District's discretionary opinion, the continuing presence at the job site during an administrative investigation into the employee's fitness for duty or misconduct would create or may tend to create a disruption to the working environment or may possibly impact the efficient operations of the department.

### **8.22 Leave of Absence Without Pay**

Upon written request by the employee and the recommendation of the Department Head, a leave of absence without pay may be granted by the General Manager to an employee for a period of time not to exceed a total of six (6) months for personal reasons where other leave provisions are not available. If other leave provisions are available this leave will run concurrently with such other leave.

Request for leave of absence without pay shall state specifically the reason for the request, the date when the employee desires to begin leave, and the probable date of return.

Employees shall not accrue vacation leave, sick leave, increases in salary except Cost of Living Adjustments or all other paid leaves while on unpaid leave. The District is not required to maintain contributions toward group health, dental and vision insurance or other fringe benefits while on unpaid leave of absence, unless otherwise provided by law. Said employee shall be entitled to maintain such benefits in effect; provided, that the employee pays the insurance monthly premiums.

Employees returning to work following a leave of absence shall retain their accumulated leave, if otherwise not used. Upon the return from authorized leave of absence the employee shall be reinstated to his/her former position or to a comparable one if the former position is abolished or filled during the period of leave, unless otherwise required by law.

Failure of the employee to return to his or her employment upon the termination of any authorized leave of absence shall, except under extraordinary circumstances, constitute a separation from service of that employee.

### **8.23 Unauthorized Leave of Absence**

Unauthorized leave of absence shall be considered to be without pay and reductions in the employee's pay shall be made accordingly. An employee is deemed to have resigned if the employee is absent for more than three (3) consecutive working days without notifying the General Manager and may result in termination of employment. Such termination shall not be subject to appeal.

### **8.24 School Activities Leave**

Any employee who is a parent, guardian or grandparent having custody of one or more children in kindergarten or grades 1 through 12 or attending a licensed day 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, without pay, to participate in activities of the school of their child. Such employee must provide reasonable advance notice of the planned absence. The employee may use accrued vacation or compensatory time off to cover the absence. The District may require the employee to provide documentation from the school as verification that the employee participated in school activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody, work for the agency at the same work site, only the first parent requesting shall be entitled to leave under this provision.

## **Chapter 9: General Conduct**

### **9.1 Policy Prohibiting Dishonesty/Fraud**

The District is a public entity whose mission involves the public trust. This policy requires that each and every employee, vendor, contractor or other party that works for or with the District is required to act honestly and truthfully with respect to the District business at all times. The District will not tolerate any form of dishonesty or fraud.

### **9.2 Scope**

The term dishonesty includes dishonest speech (for example, lying) and dishonest acts (for example, theft), as well as fraud, and misappropriation of funds or property. Dishonesty also shall include, but is not limited to:

- Any dishonest, fraudulent, or otherwise unlawful act;
- Misappropriation or misapplication of funds, property or other assets;
- Profiting on insider knowledge;
- Destroying or taking without authorization any the District records, property or other assets;
- Forgery or altering the District documents or the documents of third parties submitted to the District;
- Unauthorized disclosure of the District's confidential information, including but not limited to information discussed in Closed Sessions of the Board;
- Falsely reporting transactions, events, work schedules or other District events;
- Receiving kickbacks from any source.

### **9.3 Employee Duty to Report Dishonesty/Fraud**

Any employee who believes that an act of dishonesty in violation of this Policy has occurred shall immediately contact either their supervisor or the General Manager. In the event that the employee is unable, for any reason, to report the conduct to their supervisor or to the General Manager, or in the event that the General Manager is the person accused, the employee shall report the conduct to the District Board President or the District Board Vice President in absence of Board President. This report may be made in writing or orally.

### **9.4 Investigation**

The General Manager or other person appointed by the District Board of Directors shall investigate any report of dishonesty promptly and thoroughly. Furthermore, to the extent possible and compatible with an investigation, a report of dishonesty shall be kept confidential. Following the investigation, the General Manager or the District Board of Directors, as necessary and appropriate, shall take appropriate corrective action, including discipline or termination. In all events, the investigation and corrective action shall be accomplished as soon as possible.

### **9.5 No Reprisals**

The District prohibits retaliation of any kind against a reporting employee (including volunteers and interns) or any other employee who has assisted in any way in the investigation of a report of dishonesty.

## **9.6 Policy Prohibiting Harassment and Discrimination**

Harassment and discrimination in employment on the basis of sex, race, color, national origin, ancestry, citizenship, religion, age, physical or mental disability, medical condition, sexual orientation, gender identity or gender expression, veteran status, marital status, registered domestic partner status, genetic information, or any other protected basis is prohibited by federal and state law. The District does not tolerate unlawful discrimination or harassment in the workplace or in a work-related situation. Unlawful discrimination and harassment is a violation of these Guidelines. Section 9.6 through 9.7 shall also include and applied to members of the District Board of Directors including the use of complaint procedures described herein.

### **9.6.1 Unlawful Harassment in Employment May Take Many Different Forms**

Some examples include, but are not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted comments and jokes;
- Visual conduct such as derogatory posters, cartoons, drawings, or gestures;
- Physical conduct such as blocking normal movement, restraining, touching, or otherwise physically interfering with work of another individual;
- Threatening or demanding that an individual submit to certain conduct or to perform certain actions in order to keep or get a job, to avoid some other loss, or as a condition of job benefits, security, or promotion; and
- Retaliation by any of the above means for having reported harassment or discrimination, or having assisted another employee to report harassment or discrimination.

### **9.6.2 Sexual Harassment Under State and Federal Laws**

Sexual harassment under state and federal law includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, appraisal, assigned duties, or any other condition of employment or career development; or such conduct is offered in order to receive special treatment in exchange for or in consideration of any personal action. Sexual harassment conduct need not be motivated by sexual desire.

It is a violation of this policy if an employee is subject to any act of retaliation for reports of violation of this policy or participating in the investigation of a sexual harassment complaint.

Other examples of sexual harassment include, but are not limited to, unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; e-mails that may be inappropriate, offensive, harassing, or creating a hostile work environment; and the

display in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoon, or calendar illustrations.

### **9.6.3 Policy Prohibiting Abusive Conduct/Workplace Bullying**

Abusive conduct or workplace bullying of the District's employees, by any person in or from the work environment, is strictly prohibited. Abusive conduct or workplace bullying is the conduct of any employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interest. Abusive conduct or workplace bullying includes, but is not limited to:

- Repeated infliction of verbal abuse;
- Derogatory remarks, insults, epithets;
- Verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating; or
- Gratuitous sabotage or undermining of a person's work performance.

### **9.6.4 Internal Complaint Procedure**

Any individual who believes that he or she is the object of harassment, abusive conduct, or discrimination on any prohibited basis, or who has observed such conduct, or who believes he or she has been subjected to retaliation, should first notify his or her supervisor, the District's General Manager or his or her designee either in writing or verbally. The District will investigate the matter and take such action as is warranted under the circumstances, which may include discipline up to and including termination. If a complaint is made against the General Manager, then the employee should report the issue to the District's Board President. The District will maintain strict confidentiality ensuring the privacy of all parties concerned.

### **9.6.5 Agency Complaint Procedure**

Both the state and federal governments have agencies whose purpose is to address unlawful discrimination in the workplace. If an individual who provides services to the District believes he or she has been harmed by unlawful workplace discrimination, abusive conduct, or harassment, and is not satisfied with the District's response to the problem, he or she may file a written complaint with these agencies.

For the State of California, the agency is called the Department of Fair Employment and Housing ("DFEH"). The local address for the DFEH is 1277 East Alluvial Avenue, Suite 101, Fresno, California 93720 (559) 244-4760.

For the federal government, the agency is called the Equal Employment Opportunity Commission ("EEOC"). The local address for the EEOC is 2300 Tulare Street, Suite 215, Fresno, California 93712.

## **9.7 Retaliation**

Retaliation against any individual for making a report, or for participating in an investigation, under this policy is strictly prohibited. Individuals are protected by law and by District policy

from retaliation for opposing unlawful discriminatory practices, for filing an internal complaint under this policy or for filing a complaint with the DFEH or EEOC, or for otherwise participating in any proceedings conducted by the District under this policy or by either of these agencies.

## **Chapter 10: No Smoking/Tobacco Policy**

### **10.1 Smoking**

The District is committed to a philosophy of good health and a safe workplace. In keeping with this philosophy, smoking, including vaping or e-cigarettes, is not permitted inside the District buildings, District properties, vehicles or enclosed work areas or anywhere else prohibited by law.

### **10.2 Chewing Tobacco**

Chewing tobacco is not permitted inside the District buildings, District properties, vehicles or enclosed work areas or anywhere else prohibited by law.



## **Chapter 11: Drug and Alcohol-Free Workplace**

### **11.1 Scope and Purpose**

The District recognizes the problem of substance abuse as a serious threat to the welfare of District employees and the public. To address this problem, the District has implemented a “Drug and Alcohol-Free Workplace Policy”, incorporated to the Personnel Guidelines by reference. The ultimate goal of this Policy is to maintain a safe, productive, drug and alcohol-free working environment.

## **Chapter 12: Conflict of Interest**

### **12.1 Conflict of Interest**

District employees shall not place their personal business interest above the best interest of the District or Board's constituents. Accordingly, employees of the District shall not:

Engage in a substantial financial transaction for private business purposes with another employee whom he or she supervises;

Take any official action directly and substantially affecting his/her economic benefit with any business, undertaking, or enterprise doing business with the District;

Disclose or use confidential information acquired in the course of his or her official duties without authorization from the District; or

Employees may not receive gifts valued over \$10 from any single source per year.

## **Chapter 13: District Property**

### **13.1 Use of the District Vehicles**

District vehicles may be used only for the purpose and in the manner authorized by the General Manager. Employees shall conduct and document pre-operation inspections of vehicles and equipment (unless responding to an emergency call) as well as report any repairs made and perform any minor repairs, or initiate a work or service order request to repair said vehicle or equipment.

Only authorized and state licensed District employees may operate the District vehicles, in accordance with all applicable traffic laws and designated proper use. The District encourages employees to carpool when on official business. District employees may not have family members or friends in District vehicles, except for parades or similar events. Employees are expected to leave vehicles in clean and working order.

Employees who are assigned District vehicles shall temporarily park the assigned District vehicle at a District facility when the vehicle assignee is on vacation or extended leave for a period greater than five (5) days.

### **13.2 Use of Personal Vehicle for District Business**

Use of personal vehicles for District business is not allowed, unless said use is pursuant to an executed contract agreement, i.e., General Manager, or is allowed by the District's Purchasing Policies and Procedures sections applicable to mileage reimbursement and use of personal vehicles for District business allows said use. The District's adopted Purchasing Policies and Procedures are incorporated herein by reference as a part of this Policy Manual.

### **13.3 Qualifications to Use District Vehicle**

Employees are required to be in possession of a valid California Driver's license for the class of vehicle being operated. The revoking of that license for any reason by the State of California, or a driving record deemed unacceptable by the District for any reason, may be sufficient cause for termination of employment.

Traffic citations are the employee/driver's responsibility. If an employee is involved in an accident, the employee must immediately notify his or her immediate supervisor or General Manager and should not make any statement concerning the responsibility for the accident to anyone, but a District representative. This applies to accidents while operating personal vehicles on District business as well as District-owned vehicles. Cooperation should be extended to law enforcement officers. Failure to comply shall be subject to disciplinary action up to and including termination.

### **13.4 Driver Training and Record Review District Policies**

- A. Purpose. The purpose of this policy is to reduce the frequency and severity of vehicle-related accidents and losses by: (i) applying uniform criteria in evaluating the acceptability of driver-record information of individuals driving District vehicles or

driving a personal vehicle while on District business, and (ii) establishing disciplinary procedures for different types of driving violations.

B. Scope. This policy applies to all District employees and volunteers who drive a District-issued vehicle or his or her own personal vehicle on behalf of the District.

C. Implementation. The District shall participate in the Department of Motor Vehicles (“DMV”) Employer Pull Notice Program (“Pull Program”). Records for anyone operating vehicles on District business shall be requested from DMV: (i) every six months; and, (ii) immediately in the event of new activity (e.g., moving violation, accident, address change, etc.).

D. Review Criteria. Information that will be generated during the record review will include: (i) type of license; (ii) expiration date; (iii) endorsements, if applicable; (iv) DMV actions, which may include suspensions, revocations, and penal code violations; (v) Vehicle Code violations; and (vi) any relevant medical examination requirements.

E. Disciplinary Procedures.

1. A qualified employee will immediately attend a qualified defensive driver training course (State of California Defensive Driver Training, National Safety Council Defensive Driver Training, etc.) if:

- a. they earn two points within 36 months of report date; or
- b. they receive any moving violation in a District vehicle within 36 months of report date; or
- c. they are involved in an accident within 36 months of report date.

2. An employee, who is required to drive a District vehicle or his or her personal vehicle for District business, may be disciplined in accordance with Chapter 14 of these Policies, if he or she receives three points within 36 months of report date. An employee may also be disciplined under these Policies if he or she exposes the District to undue liability through poor driving techniques and habits. All such complaints will be investigated and acted upon accordingly.

3. A driver will be permanently suspended of District driving privileges if:

- a. they receive a citation for DUI, DWI, reckless driving, or speed contest while driving during District business within 36 months of report date; or,
- b. they receive two citations for DUI and/or DWI, two citations for reckless driving, or two citations for speed contest on personal time within 12 months of report date. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal

District operations, they may be terminated from employment, in accordance with the procedures in Chapter 14 of the Personnel Rules.

- F. Defensive Driver Training. All drivers shall attend an approved defensive driver-training course at least once every 4 years. Directors are encouraged to attend courses, but cannot be required to do so in accordance with State law.

### **13.5 Cellular Telephone Usage**

Employees may be provided with a business cell phone, tablet, or camera for conducting official business. All uses of cell phones, tablets, or cameras shall be done in conformance with District policies and federal and State law. Cellular telephone usage includes, but is not limited to phone calls, text messaging, and usage of applications on smart phones (“Phone Usage”).

Personal cellular telephones may be used by employees during work time hours only for essential personal calls, or for an occasional personal business call. Essential personal calls are defined as calls of minimal duration and frequency that are urgent in nature and cannot be made at another time. Examples of essential personal calls are calls to arrange for care of a child or other family emergency, to alert a family member of an unexpected delay due to a change in work schedule, or to arrange for transportation or service in the event of car trouble, etc.

To the extent possible, Phone Usage must be confined to rest and lunch breaks, and in locations such that the conversation is not disrupting to other employees or District business.

#### **13.5.1 Cellular Phone Safety**

For safety reasons personal and District-owned Phone Usage is not permitted while employees are engaged in a continuous operation, such as a member on a utility crew engaged in the construction or repair of District facilities.

Employees are expected to operate District vehicles and equipment in a safe and prudent manner. Accordingly, employees may not use cell phones while driving unless the phone is specifically designed and configured to allow hands-free listening and talking, unless otherwise allowable by state law. Similarly, employees are not permitted to text while driving.

## Chapter 14: Disciplinary Action

### 14.1 General Rules of Conduct

The District expects all of its employees to act in the best interest of the District and its customers and residents. It is the responsibility of all employees to observe all rules, guidelines, and operating procedures of the District. The District further expects that each of its employees will act in a polite and professional manner when dealing with members of the public and other employees. These General Rules of Conduct, along with the “Examples of Unacceptable Conduct” listed below, are not meant to be all inclusive, but rather to provide illustrations of acceptable conduct versus problematic conduct.

### 14.2 Examples of Unacceptable Conduct

The following list presents examples of some of the types of unacceptable conduct that may result in disciplinary action, up to and including immediate termination. This list is not an exhaustive list of what may result in discipline, up to and including immediate termination:

- A. Fraud in securing employment;
- B. Abuse of sick leave, continued absenteeism or tardiness, and/or unexcused absences;
- C. Falsification of records;
- D. Inadequate job performance;
- E. Dishonesty;
- F. Violence or threat violence towards other employees or the public;
- G. Conviction of a felony or misdemeanor involving a crime of moral turpitude;
- H. Theft;
- I. Negligent or reckless operation of District vehicle(s) and equipment;
- J. Falsification of, or material omission from any employment application, payroll records, time reports, or other District documents;
- K. Violation of any of the District's Policies, Procedures, Administrative or Operational Directives, including any policies in the Personnel Rules;
- L. Guidelines, or inducing other employees to violate any such rules;
- M. Violation of the District's Purchasing Policies;
- N. Violation of safety rules or practices;
- O. Violation of the District's policy prohibiting harassment, abusive conduct or discrimination;
- P. Violation of the District's Drug and Alcohol-Free Workplace Policy;
- Q. Sleeping during work hours is prohibited unless separate authorization has been given;
- R. Possession of firearms or dangerous weapons on District property;
- S. Private use of District equipment, vehicles, tools, and materials;
- T. Unauthorized disclosure of or other failure to properly protect trade secrets of the District;
- U. Solicitation by coworkers when either employee is on working time being paid for by the District is prohibited, including the use of e-mail. Distribution or posting of pamphlets, leaflets, or any other literature in the District offices is prohibited during working time of any employee involved.

### **14.3 Types of Disciplinary Action**

Disciplinary action includes oral warning, written warning, disciplinary probation, suspension, reduction in salary, demotion, reduction in salary, or termination of employment.

A. Oral Warning. Communication to an employee that his or her performance or behavior must be improved and failure to do so may result in more serious discipline. An employee's supervisor or the General Manager shall note the date, time, and content of oral reprimand, but no record of oral reprimand shall be placed in the employee's personnel file unless subsequent action is necessary.

B. Written Warning. A formal written notice to an employee that further disciplinary action will be taken unless his or her performance or behavior improves. A copy of the written reprimand is given to the employee and the original is filed in the employee's personnel file. The employee must acknowledge receipt of the written warning by signing the letter at the time of presentation; this signature signifies only the receipt of the document; it does not signify the employee's agreement with the allegation(s).

C. Disciplinary Probation. This form of disciplinary action lasts for a specified period of time, not to exceed six (6) months. Employees on disciplinary probation may be terminated for failure to meet performance or behavior standards as provided by the employee's job classification.

D. Suspension. The temporary removal of an employee from his or her duties without pay for disciplinary purposes for up to thirty (30) working days. Employee is suspended from his or her employment with the District and forfeits all rights, privileges, and salary with the exception of group health and life insurance benefits.

E. Reduction in Salary. A decrease in salary paid to an employee for a specified period of time for disciplinary purposes.

F. Demotion. The removal of an employee from a position to another position carrying a lower maximum rate of pay, as a result of a disciplinary action.

G. Discharge. The removal of an employee from District services, as provided for in these Guidelines.

### **14.4 Disciplinary Notice/Appeal Procedure**

This Section does not apply to probationary or temporary employees.

#### **14.4.1 Written Notice of Proposed Action**

In the event the District imposes disciplinary action as described in section 14.3, subsections C-G, the employee will be given a notice of the disciplinary action.

Notice of Disciplinary Action. Prior to the imposition of discipline as described in section 14.3, subsections C-G, a regular employee shall be provided a written notice or “Skelly letter” by the employee’s supervisor proposing to implement discipline which contains:

1. Notice of the proposed action;
2. The reasons for the proposed action;
3. A copy of the charges and any materials upon which the proposed action is based;
4. Notice that the employee is entitled to an opportunity to respond within five (5) working days after the notice has been served upon employee to the charges orally or in writing, or both, personally or with a representative who may be an attorney;
5. The date and time of the response or “Skelly” meeting, which shall be held according to section; and
6. Notice that if the employee fails to attend the response meeting the employee shall be deemed to have waived all rights to said meeting and from appeal to any action taken.

#### **14.4.2 Response Meeting/Skelly Hearing**

No more than ten (10) business days after the notice has been served upon employee, employee shall have the opportunity to refute charges or present facts that is known as a “Skelly” Review meeting with the General Manager. The employee may respond orally or in writing, personally or with a representative. Neither party shall be entitled to call witnesses or take testimony.

If an employee fails to respond to the notice for a Skelly Review meeting, the General Manager or his or her designee shall notify the employee in writing that his or her time to respond has expired, and that the discipline shall be imposed.

If the employee requests a Skelly Review meeting, the General Manager shall consider information contained in the charges and recommendations, as well as information presented by the employee or his or her representative and issue a Final Notice as set forth below in Chapter 14 section 4.3.

#### **14.4.3 Post-Skelly Final Notice**

Within ten (10) days after the Skelly Review meeting, the General Manager or his or her designee shall: 1. dismiss the notice and take no disciplinary action against the employee; 2. issue disciplinary action that is less severe than 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:

1. The disciplinary action taken.
2. The effective date of the disciplinary action taken.
3. Specific charges upon which the action is based.
4. A summary of the facts upon which the charges are based.
5. The written materials, reports, and documents upon which the disciplinary action is based.
6. The employee’s right to appeal.



If an employee fails to respond to the notice for a Skelly Review meeting, the General Manager shall notify the employee in writing that his or her time to respond has expired, and that the discipline shall be imposed.

Disciplinary action other than a suspension, demotion or termination (i.e., written or oral reprimands) shall not be subject to appeal. Disciplinary action consisting of a suspension, demotion or termination may be appealed by regular employees pursuant to sections 14.4.4 and 14.4.6.

#### **14.4.4 Appeals of Disciplinary Action**

Any regular employee shall have the right to appeal to the General Manager from any disciplinary action taken by his or her supervisor following a Skelly hearing. Such appeal shall be in writing and must be filed with the General Manager within ten (10) business days after receipt of written notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of right to appeal.

The appeal hearing shall be an evidentiary hearing with due process rights including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision. However, the formal rules of evidence shall not apply, and the hearing officer shall be entitled to rely upon any evidence that reasonable persons would commonly rely upon in the course of the conduct of their business.

The hearing officer shall conduct an appeal within thirty (30) days of receipt of employee's request for appeal or as soon as practical. The parties may continue the hearing either for the convenience of the District or for good cause upon written application of the appellant or District, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of Section 11509 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.

Neither the provisions of this section or this Chapter shall apply to reductions in force or reductions in pay, which are part of a general plan to reduce or adjust salaries and wages. However, any non-disciplinary reduction in pay is subject to the meet and confer process pursuant to Government Code sections 3504.5 and 3505.

#### **14.4.5 Selection of Hearing Officer for Appeal of Disciplinary Action**

Upon receipt of a disciplinary appeal hearing request, the General Manager or his or her designee shall order that the matter be heard by a neutral hearing officer selected from a listing of arbitrators supplied by the State Conciliation Service. The individual shall be selected from a listing of five (5) individuals identified by the State Conciliation Service. If the parties cannot mutually agree upon a hearing officer, the hearing officer shall be selected by the parties through

alternate striking of names. The cost of the hearing officer will be shared equally between the parties.

#### **14.4.6 Appeal Hearing**

The appointed hearing officer shall conduct an appeal within thirty (30) days of receipt of employee's request for appeal. The appointed hearing officer may continue the hearing either for the convenience of the District or for good cause upon written application of the appellant or District, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of Section 11509 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.

#### **14.4.7 Representation at Appeal**

Any District employee other than those appointed to supervisory, management, and confidential classifications shall be permitted to represent another District employee or group of District employees at the hearing of the appeal. The appellant may appear in person and/or be represented by counsel and/or a union representative.

#### **14.4.8 Notices to Witnesses - Cost**

The General Manager shall issue notice for the appearances of witnesses for the appellant upon written request and at his or her cost. The General Manager may require such cost to be prepaid.

#### **14.4.9 Failure of Employee to Appear at Appeal Hearing**

Failure of the appellant to appear at the hearing, without the prior written approval of the hearing officer, shall be deemed a withdrawal of his or her appeal and the action of the General Manager or supervisor shall be final.

#### **14.4.10 Decision on the Appeal**

The hearing officer shall render a written decision within thirty (30) days after concluding the hearing or as soon as practical. The hearing officer's decision shall be final and binding.

#### **14.4.11 Time Limits**

In the event of extenuating circumstances, the time limits in this Section 14.4 may be extended to a definite date by written agreement between the employee and the District.

## Chapter 15: Grievance Procedure

With the exceptions below, a grievance is defined as a complaint by an employee that the District has violated a written policy contained in these Guidelines, an applicable MOU between the District and a recognized employee organization, or a provision of federal, state, or local law, which adversely affects the employee. Specifically excluded from the grievance procedures are claims or complaints of alleged discrimination or harassment, performance evaluations, and all disciplinary actions. Specific procedures for concerns regarding those items are addressed in separate sections of these Guidelines.

### 15.1 Grievance Procedure Steps

Level I Preliminary Informal Resolution. An employee who believes she or he has a grievance shall present it orally to her or his immediate supervisor within ten (10) business days after the employee knew, or reasonably should have known, of the circumstances that form the basis for the grievance. The immediate supervisor will discuss the grievance with the employee and respond to the employee in writing within ten (10) business days after their discussion. If the grievance is against the employee's supervisor, the employee may skip Level I and advance to Level II, provided he or she complies with all applicable time limits and other requirements for Level I.

Level II Supervisor. If the grievance is not resolved at Level I, the employee may present her or his grievance in writing to his or her supervisor or to the General Manager within ten (10) business days of the date of the Level I response.

The Level II grievance shall include the following:

- A. A concise statement of the grievance, including specific reference to the policy allegedly violated;
- B. The circumstances involved;
- C. The decision rendered at Level I, if any;
- D. The dates when: (i) the grievance was first discussed with the immediate supervisor; (ii) the Level 1 response was issued; and (iii) the employee submitted the grievance to Level II; and
- E. The specific remedy sought.

Within ten (10) calendar days of receipt of the employee's Level II grievance, the employee's supervisor or the General Manager shall meet with the employee and try to resolve the dispute. He or she shall issue a written response to the employee within ten (10) calendar days of the meeting with the employee. If no response is issued within the time limit, the grievance will be deemed denied at that level and the employee may appeal to the next level.

Level III, General Manager. In the event the grievance is not resolved at Level II, the employee may, within seven (7) business days of the date of the Level II response, appeal the decision in writing to the General Manager. If the decision being applied was made by the General

Manager, then the employee may skip Level II and proceed to Level IV. The Level III appeal shall include a copy of the original grievance; a copy of the written Level II decision; and a clear, concise statement of the reasons for the appeal to Level III.

Within ten (10) calendar days from the date of General Manager's receipt of the Level III grievance, the General Manager will issue a written determination to the employee.

Level IV Hearing. If the grievance is not resolved at Level III or if the grievance is against the General Manager, the employee may, within seven (7) business days of the date of the Level III written response, appeal the decision by submitting to the General Manager a written request for appeal by a designated hearing officer, who will be selected in accordance with Chapter 14 section 4.5. After the hearing, the hearing officer will issue an advisory written recommendation on the matter to the Board of Directors, who will consider the recommendation in closed session. The Board of Directors will then issue a final decision on the appeal, subject to judicial review.

## **15.2 General Rules for Grievances**

All employee grievances must follow the steps outlined above. Except as expressly stated in this policy, at no time may an employee bypass a step. Employees shall not approach the General Manager directly with a grievance as an initial matter, unless the General Manager is the employee's direct supervisor. Time limits set forth above may be extended upon the written consent of both parties. Employees will not be retaliated against for filing or pursuing a grievance in good faith under this procedure. Employees are entitled to representation throughout the grievance process.

If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered withdrawn.

A copy of all formal grievance decisions shall be placed in a grievance file belonging to the District. A copy of the grievance decision will be provided to the employee. The parties by mutual written consent may extend any of the time limits set forth in this section.

## **15.3 Expungement of Written Reprimands**

A written reprimand may be expunged upon sustained corrective behavior, as determined by the General Manager, after a period of three (3) years from the date of the reprimand. It is the responsibility of the employee to request that his or her personnel file be purged of the written reprimand.

The General Manager will consider the following factors in making the decision: whether the employee received further discipline of any kind; employee's performance evaluation reviews are at least satisfactory in all categories; and that only one expungement can occur during employment with the District.

## **Chapter 16: Employee Records**

### **16.1 Personnel Records and Information**

The District retains personnel records concerning its employees. Such records ordinarily include applications, insurance forms, payroll deduction authorizations, performance appraisals, certain pay records, transfer and promotion forms, records of disciplinary action, training records, and any certificates or credentials required for an employee's job. Other information concerning employees may be kept as personnel records at the discretion of the District.

In order to keep personnel records current, the General Manager or his or her designee must be notified of any change in an employee's personal status and information, which may include, but is not limited to: changes of address, telephone number, marital status, military status, any birth or death in an employee's immediate family, any change in the name or telephone number of the person to be notified in case of emergency, any change in insurance beneficiary, or any other information needed to maintain accurate records. These changes shall be provided to the General Manager or his or her designee within thirty (30) days of the change in an employee's personal status.

Each employee is also responsible for providing the District with records concerning any licenses or certificates required in the performance of his or her job, as well as any documents showing that education or training relevant to employment has been completed.

### **16.2 Release of Information**

Personnel records are considered confidential. Employees may examine their own personnel records, except for letters of reference, by contacting the General Manager. Employees may authorize the release of their own personnel records by executing a written request identifying the records to be released and the person or entity to which they may be released.

Ordinarily, no information on past or present employees shall be provided by the District, other than employment dates and job title, unless such requests for information are accompanied by a signed authorization by the employee to release the information requested.

## Chapter 17: Personnel Actions

### 17.1 Separation Procedures

Employees who separate from the District for any reason will be paid for any comp time or vacation time that is accrued but unused at the time of their termination. Employees do not receive any pay out for accrued but unused sick leave at termination, or at any other time.

Terminating employees may be eligible to continue coverage under the District's group health insurance at their own expense pursuant to COBRA.

### 17.2 Disciplinary Termination

Employees who are terminated for disciplinary reasons or for "good cause" as defined in these Guidelines are not eligible for rehire.

### 17.3 Layoff Policy and Procedure:

Statement of Intent: Whenever the Board determines necessary to abolish any District position, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal.

Notification: Employees to be laid off will be given, whenever possible, at least fourteen (14) calendar days prior notice, if possible.

Order of Layoff: Employees are generally laid off in the inverse order of their seniority in their classification in the department, although this order is subject to business needs. Seniority is determined based upon date of hire in the department. Within each class, and subject to business needs, employees will generally be laid off in the following order: temporary, part-time, probationary, and regular.

In cases where there are two or more employees in the classification in the department from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least 30 days and no more than 12 months prior to lay off, as follows:

- First, all employees having ratings of "improvement needed."
- Second, all employees having ratings of "competent."
- Third, all employees having rating of "outstanding."

Transfer in Lieu of Layoff: An employee affected by layoff may be transferred to a vacant position within the same or comparable classification, or a vacant position in any former classification, first within the affected department and then District-wide, which the employee once held as a regular employee, provided that the employee meets the minimum qualifications of said positions and the compensation is at the same or lower rate of pay.

Re-employment Rights for Laid Off Employees: Regular employees who have been laid off shall be automatically placed on a re-employment list for 2 years from the date of layoff for the classification from which they were laid off.

Mass Layoff: If the District finds it necessary to enforce a mass layoff, it must provide at least a sixty (60) day notice prior to the mass layoff. A mass layoff is defined as job loss for at least fifty (50) employees in a thirty (30) day period. California's WARN Act, codified in Labor Code Sections 14001408 also applies to the closing of an industrial or commercial facility with at least seventy-five (75) employees, or the relocation of an industrial or commercial facility with at least 75 employees to a location at least one hundred (100) miles away.

#### **17.4 Voluntary Resignations in Good Standing**

An employee who resigns in good standing is eligible to seek for re-employment with the District. Good standing shall mean providing at least a two (2) week notice and the completion of all necessary exit forms and exit interview.

#### **17.5 Exit Interview**

All employees separating from the District for any reason shall be given an interview prior to termination.

The interview shall be conducted by the General Manager and shall produce specific information as to the causes and reasons for the separation. The information shall be recorded on a standard form provided by the District, which the employee shall be required to sign.

A copy of the complete report shall be transmitted to the employee's immediate supervisor and General Manager for comment and returned for retention in the employee's personnel file.

#### **17.6 Property Return Agreement**

Upon employment with the District, each employee may complete a Property Return Agreement if they receive any District property. Property includes, but is not limited to, laptops, cell phones, PDAs, equipment, keys, reports, proprietary information, and any other job-related materials. All District property must be returned prior to departure.

#### **17.7 Employment Reference Checks**

All inquiries regarding a current or former District employee must be referred to the General Manager. Should an employee receive a written request for a reference, he or she must refer the request to the General Manager for handling. Employees may not issue a reference letter to any current or former employee without the permission of the General Manager.

Under no circumstances should an employee release any information about a current or former employee over the telephone. All telephone inquiries regarding any current or former employees of the District must be referred to the General Manager.

In response to an outside request for information regarding a current or former District employee, the General Manager will only verify an employee's name, date of employment, and job title. No other data regarding any current or former District employee will be released unless the employee authorizes the District to release such information in writing or the District is required by law to furnish any information.

If, however, an employee is contacted to give a personal reference regarding a current or former District employee, he or she is permitted to do so and should emphasize to the inquirer that the reference is personal only and not on behalf of the District.

Failure to follow these directions may be cause for corrective action up to and including termination.



## **Chapter 18: Internet, E-mail, Electronic Communications**

The District believes that employee access to and use of the internet, e-mail, and other electronic communications resources benefits the District and makes it a more successful local public agency. However, the misuses of these resources have the potential to harm the District's short- and long-term success. Employees should have no expectation of privacy in work-related emails or internet usage while using District computers.

The District has established this policy to ensure that the District employees use the District provided computer resources, such as the internet and e-mail, in an appropriate manner.

### **18.1 Rules Regarding Prohibited Use**

Employees shall not use the District internet and e-mail in an inappropriate manner. Prohibited use of the internet and e-mail systems includes, but is not limited to:

- A. Accessing internet sites that are generally regarded in the community as offensive (e.g., sites containing pornography or that exploit children), or accessing sites for which there is no official business purpose (e.g., social media websites or online shopping websites).
- B. Engaging in any profane, defamatory, harassing, illegal, discriminatory, or offensive conduct or in any conduct that is otherwise inconsistent in any way with the District policies.

#### **18.1.2 Distributing Copyrighted Materials**

As computer viruses can become attached to executable files and program files, receiving or downloading executable files and programs via electronic mail or the internet without express permission of the Systems Administrator is prohibited. This includes, but is not limited to, software programs and software upgrades. This does not include e-mail or documents received via e-mail and the internet. Use of another person's name or account, without express permission of the System Administrator, is strictly prohibited. Using the District's computer resources for personal social media, online shopping, and other similar online commercial activity, is strictly prohibited. Employees must respect all copyright and licensed agreements regarding software or publication they access or download from the internet. The District does not condone violations of copyright laws and licenses and the employee will be personally liable for any fines or sanctions caused by the employee's license or copyright infringement.

### **18.2 Additional Guidelines**

Employees are expected to understand and comply with the following additional guidelines regarding use of the internet and District computer systems.

- A. Internet access is to be used for the District business purposes only. Employees who have completed all job tasks should seek additional work assignments. Use of the internet should not interfere with the timely and efficient performance of job duties. Personal access to the internet and e-mail is not a benefit of employment with the District. Limited personal use of the District's systems to access internet, e-mail, and other electronic communications may be permitted only during the employee's authorized break time.

B. Employees do not have any right or expectation to privacy in District computer resources, including e-mail messages produced, sent, or received on the District computers or transmitted via the District's servers and network. The District may monitor the contents of all computer files and e-mail messages to promote the administration of the District operations and policies.

C. Employees' access to and use of the internet, e-mail, and other electronic communications on the District systems is monitored, and such files and electronic communications may be reviewed by the District at any time. Employees have no expectation of privacy.

D. Deleting an e-mail message does not necessarily mean the message cannot be retrieved from the District's computer system. Backup copies of all documents, including e-mail messages, that are produced, sent, and received on the District's computer system, can be made.

E. E-mail and any attachments are subject to the same ethical standards, and standards of good conduct, as are memos, letters, and other paper-based documents.

F. Currently all District e-mail sent is not encrypted. Unencrypted electronic mail is not a secure way of exchanging information or files. Accordingly, employees are cautioned against transmitting information in an electronic mail message that should not be written in a letter, memorandum, or document available to the public.

G. E-mail, once transmitted, can be printed, forwarded, and disclosed by the receiving party without the consent of the sender. Use caution in addressing messages to ensure that messages are not inadvertently sent to the wrong person.

H. Virus scanning software shall be used where provided.

I. It is advisable for all employees of the District to remind customers, clients, and contractors of security issues when sending confidential electronic mail or documents to the District via electronic mail. If applicable, our customer, clients, or contractors should be reminded to implement a security policy and make sure their employees understand the ramifications of sending confidential information via electronic mail.

J. Employees must scan all downloadable materials before using or opening them on their computers to prevent the introduction of any computer virus.

## **Chapter 19: Miscellaneous Policies**

### **19.1 Political Activity**

Every employee has the right as a citizen to participate fully in the political process. Employees are encouraged to participate by attending public meetings, running for elected office, voting, and otherwise participating in the community as a good citizen. No employee, however, shall campaign for himself or herself or any other candidate or cause during District business hours, or during employee work time or using the District resources. No employee shall publicly campaign for any candidate or cause while wearing a District uniform, insignia, or otherwise while representing the District.

### **19.2 Desks, Lockers, Storage, and Other Personal Inspections**

The District reserves the right to open and enter, upon reasonable suspicion and with or without the employee's permission any office, desk, locker, file cabinet, or other storage location on the District premises or work sites (including the District parking areas) and to inspect vehicles or any containers brought into the workplace or work site.

Although an employee may be assigned an office, desk, vehicle, locker, file cabinet, or other storage area or device by the District, such assignment shall not create an expectation of privacy in the use of such items or areas. These items remain the property of the District and may be searched at any time.

### **19.3 District Visitors**

Access to the District facilities, except for public areas, is restricted for safety reasons. Employees shall not receive visitors at non-public areas of District facilities office except with the express permission of the Department Head or General Manager. All visitors must check in at the business office and wait until the District personnel are available to meet with them at the business office.

### **19.4 Media Contact Policy**

The General Manager is the designated point of contact for the District for all media contact, as the General Manager is the official spokesperson for the District. Any contact by the media to an employee of the District regarding the District shall be immediately reported to the General Manager. Unless approved by the General Manager, no employee shall issue a statement or communicate with the media on behalf of the District.

### **19.5 Phone Policy**

The personal use of District phones should be limited to break and lunch times unless it is an emergency. Long distance use of the District landline for personal use is prohibited unless specifically authorized by the employee's supervisor or General Manager.