



## **PERSONNEL RULES AND REGULATIONS**

# **EMPLOYEE HANDBOOK**

## MISSION SPRINGS WATER DISTRICT PERSONNEL RULES AND REGULATIONS

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## **SECTION 1: GENERAL PROVISIONS**

### **Rule 1            General Provisions**

#### **A.            Non-Discrimination; Fair and Equal Employment.**

1.        The District maintains a policy of non-discrimination and equal employment opportunities with respect to all current employees as well as applicants for employment. The recruitment process, and the terms and conditions of employment will be governed on the basis of merit, competence and qualification, and will not be influenced in any manner by race, religion, sex, sexual orientation, age, national origin, ethnicity, disability, veteran status, marital status, political belief or opinion, political affiliation or any other legally protected status. The District is an Equal Opportunity Employer and fully complies with applicable laws, rules and regulations including but not limited to Title VII, Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq.); and the California Fair Employment and Housing Act (Government Code Section 12920, et seq.).

2.        The District prohibits any form of unlawful discrimination against any applicant or employee. The District also prohibits the harassment of any employee or applicant on any of the bases listed above, and prohibits retaliation against any such individual who reports any discrimination or harassment, or who participates in an investigation of any complaint of discrimination or harassment.

3.        For information about the types of statements and/or conduct that constitute impermissible harassment, and the District's internal procedures for addressing complaints of unlawful harassment, discrimination or retaliation, please refer to Rule 33 of these Rules.

4.        This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs. It is the responsibility of every manager, supervisor, and employee to conscientiously follow this policy. All employees are required to comply with federal and state laws, and these Rules, regarding non-discrimination, and fair and equal employment, and violation of this Policy may subject the employee to disciplinary action up to and including discharge. Any employee with any questions regarding this Policy should discuss them with the General Manager or Human Resources.

### **Rule 2            Code of Ethics**

A.        Outside Relations/Media Contact. Employees are not permitted to grant interviews to any media outlet (i.e., television, newspaper or radio station) regarding District business, its' employees, Board of Directors, outside vendors, clients or consultants. Requests of this nature are to be forwarded to the General Manager or his/her designee for handling.

#### **B.            Specific Conduct and Responsibilities.**

1.        Use of Official Position. Official position shall not be used by District employees for personal gain. Public influence and confidential information must never be used for personal advantage, and shall not be released without authorization by the General Manager and/or District legal

counsel.

2. Conflict of Interest. Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the legitimate business interests of the District. A conflict of interest exists when the employee's loyalties or actions are divided between the District's interests and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or Human Resources for clarification. Any exceptions to this guideline must be approved in writing by specify.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts that employees should avoid include the following:

- Engaging in self-employment in competition with the District;
- Using proprietary or confidential District information, such as District trade secrets, for personal gain or to the District's detriment;
- Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier, [except that ownership of less than (2.5%) of the publicly traded stock of a corporation will not be considered a conflict];
- Using District property or labor for personal use;
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the District;
- Committing the District to give its financial or other support to any outside activity or organization; or
- Developing a personal relationship with a subordinate employee of the District or with an employee of a competitor, supplier, or customer that might interfere with the exercise of impartial judgment in decisions affecting the District or any employees of the District.
- Engaging in any other work that interferes with work for MSWD.

If an employee or someone with whom an employee has a close relationship (e.g., a family member or close companion) has a financial or employment relationship with a competitor, customer, supplier, or potential supplier, the employee must disclose this fact in writing to Human Resources. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier, or customer, a conflict of interest may exist, which requires full disclosure to the District.

Part-time employees may engage in outside employment, provided that they disclose such employment and get written approval from their immediate supervisor.

Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception may result in discipline, up to and including termination of employment.

3. Gratuities and Gifts. No employee shall accept or solicit, directly or indirectly, anything of economic value as a gift, gratuity, favor, entertainment or loan which is or may appear to be payment for services rendered in the capacity as a District employee or designed to influence official conduct, particularly from a person who is seeking to obtain contractual or other business or financial

arrangements with the employing department, or who has interests that might be substantially affected by the performance or non-performance of the employee's duty. Seasonal gifts may be received by employees and/or District departments; but all such gifts shall be contributed by the receiving employee or department to a pool or drawing, made available to all employees of the District. These types of gifts are to be forwarded to Human Resources for use at District events. All employees shall also comply with all applicable procedures and requirements regarding the acceptance, disclosure and/or reporting of gifts set forth in State law, including but not limited to, the California Political Reform Act (California Government Code Section 81000, et seq.) and the implementing regulations adopted by the California Fair Political Practices Commission ("FPPC") (including without limitation, FPPC regulation 18944.2, or as such regulation may be amended from time to time), and California Government Code Section 1090. Questions regarding gratuities and gifts should be addressed to the employee's Department Director, or the General Manager. Advice regarding applicable FPPC regulations may be obtained by contacting the FPPC directly at 1-866-ASK-FPPC (1-866-275-3772).

4. Use of District Property. No employee shall use any District property directly or indirectly for personal gain, profit or advantage, or for non-District purposes. Employees shall also comply with Rules 4 and 5 regarding District property.

5. Use of Office or Influence.

- a. No employee shall use his/her office, authority or influence to obtain change in position or compensation.
- b. No employee shall directly or indirectly use, promise, threaten or attempt to use his/her office, authority or influence, to secure, or to obstruct, or prevent another person from securing any position, nomination, confirmation, promotion or change in compensation or position with the District, upon the condition that his/her vote or another's vote, influence or action shall be given or used in behalf of, or withheld from any candidate, officer, or party, or upon any other corrupt condition or consideration. (Government Code Section 3204.)

6. Solicitation. No employee shall directly or indirectly solicit political funds or contributions from other employees of the District. The employee, however, is not prohibited from communicating through the mail, or by other means, requests for political funds or contributions, to a significant segment of the public which may include officers or employees of the District. (Government Code Section 3205.)

7. District Expense Reimbursement Policy and Policy on Use of District Resources. In addition to Sections 1 through 6, of this Rule, every employee designated by the General Manager as subject to the District's "Policy Regarding Expense Reimbursement and Use of Public Resources", shall comply with such policy as it is presently in effect and may be amended from time to time by Resolution of the Board of Directors.

### **Rule 3            Security: Confidential Information**

A. General Provisions. The District has a vital interest in protecting its employees, their

property and the property of the District. Proper security depends on cooperation of the entire work force. Accordingly, all employees are expected to comply with the District's security regulations. Any breach of security should be reported promptly to Human Resources and/or the employee's Supervisor.

B. Confidential Information.

1. "Confidential Information" means all information, not generally known, belonging to, or otherwise relating to the business of the District or its clients, customers, suppliers, vendors, affiliates or partners, regardless of the media or manner in which it is stored or conveyed, that the District has taken reasonable steps to protect from unauthorized use or disclosure. "Personal Identification Information" includes individually identifiable information about employees, customers, consultants, or other individuals, such as Social Security numbers, background information, credit card or banking information, health information, or other non-public information entrusted to the District regarding an individual's personal identity. There are laws in the United States and other countries that protect certain types of Personal Identification Information, and employees should not disclose such protected Personal Identification Information about other individuals to any third party or from one country to another without prior managerial approval.

Confidential information includes, but is expressly not limited to:

- a. Home addresses and telephone numbers of employees;
- b. Information and documentation pertaining to computer or other electronic software, security passwords or codes;
- c. Information relating to the District's administration of employer-employee relations, and the preparation, gathering and analysis of information about, or present management positions with respect to, employer-employee relations or other information that is used to contribute significantly to the development of management positions, on such areas as collective bargaining, negotiations, finances, and grievances;
- d. Personnel files and records, social security numbers, benefit information, performance reviews and evaluations, medical information and medical records, and other personnel information;
- e. Any information, data, documentation and information of any nature, or stored, created or maintained in any form, concerning or constituting matters protected within the scope of any legally recognized privilege, including but not limited to trade secrets, the attorney-client privilege, the attorney work product privilege, and documents pertaining to litigation; and
- f. Any other communications or documentation deemed confidential by the General Manager.

Given the nature of the District's business, protecting Confidential Information and Personal Identification Information is of vital concern to the District. This information is one of the District's most important assets. It enhances the District's opportunities for future growth, and indirectly adds to the job security of all employees.

While employed by the District, employees must not use or disclose any Confidential Information or Personal Identification Information that they produce or obtain during employment with the District, except to the extent such use or disclosure is required in connection with performing their jobs. Employees may not use or disclose Confidential Information or Personal Identification Information for any reason after the employment relationship with the District ends. Misuse or unauthorized disclosure of Confidential Information or Personal Identification Information may result in immediate termination, as well as potential personal and criminal liability. Nothing in this Guideline restricts an employee from discussing his or her wages or other terms and conditions of employment with coworkers or others, to the extent protected by law.

2. Confidential information shall not be released to third parties, removed from District premises, or shared with other District employees or officials, without permission of the General Manager or District legal counsel.

3. Employees whose job classifications are defined by the District as “confidential” have special standards and rules of confidentiality associated with their positions, which must be strictly observed by such employees. Such rules apply to disclosure of confidential personnel information, legal communications, and any communication deemed confidential by the General Manager.

The security of District property is of vital importance to the District. District property includes not only tangible property, like desks and computers, but also intangible property such as confidential information. It is critical for the District to preserve and protect its confidential information, as well as the confidential information of customers, suppliers, and third parties. All employees are responsible for ensuring that proper security is maintained at all times.

4. On termination of employment, whether voluntary or involuntary, all District documents, computer records, and other tangible District property in the employee's possession or control must be returned to the District immediately.

#### **Rule 4 District Property**

A. Definition. As used in this Rule, “property” means all supplies, equipment, tools, offices, desks and furniture of any kind, closets, lockers, file cabinets, storage facilities, rooms, facilities, buildings, structures, and vehicles, including any such property owned, leased or otherwise provided by the District to any employee.

B. District Keys and Codes. Any employee in possession of any District keys or security or access codes to District property shall not permit them to be used by unauthorized persons or duplicated, and all keys and codes shall be turned in to the District upon request or upon separation from employment. District keys shall not be copied by any employee.

District security and access codes shall not be provided, released or disclosed to any other person without

the prior consent of the General Manager or Human Resources. Security and access codes shall not be stored on any personal computer equipment of any employee. Any employee who loses any District key or code shall immediately report such loss to his/her Department Head and Human Resources.

C. District Property. Every District position requires the use of District property. It is each employee's responsibility to maintain District property in the best possible condition, make the most economical use of equipment, tools and supplies, and to see that all tools, equipment and unused supplies are returned to the District after use. District supplies, materials and equipment may not be used for personal purposes or for purposes unrelated to District business.

D. Personal Use of District Telephones. District phones may be used for limited personal use by District employees making local calls during breaks or non-working time. In emergency situations, long distance calls may be made as long as the user charges the call to his/her phone credit card or home phone number.

E. District Vehicles. Use of vehicles shall comply with Rule 21 Vehicle Policy and Procedure.

F. No Expectation of Privacy. In accordance with Rule 5, below, employees shall not have any reasonable expectation of privacy in any District property, including in any telephone system, or in any telephone calls made on any District telephone, including any personal calls. The District shall have the right at all times to access, monitor and inspect any District telephone, telephone system, and the contents of any call made or received thereon. The District shall further have the right to access and inspect any and all other District property at any time, as provided in Rule 5, below. Use of District property shall comply with Rule 5, below.

#### **Rule 5            Use of Electronic Media: District Right of Access and No Expectation of Privacy**

The District provides various Technology Resources to authorized employees to assist them in performing their job duties for the District. Each employee has a responsibility to use the District's Technology Resources in a manner that increases productivity, enhances the District's public image, and is respectful of other employees. Failure to follow the District's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the District reserves the right to advise appropriate legal authorities of any violation of law by an employee.

A. Technology Resources Definition            Technology Resources consist of all electronic media and storage devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; tablets; computer hardware such as disk drives, tape drives, external hard drives and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet or cloud storage accounts; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

B. Authorization            Access to the District's Technology Resources is within the sole discretion of the District. Generally, employees are given access to the District's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the District's Technology Resources are authorized to access and use the necessary technology. Additionally,



employees must successfully complete District-approved training before they are authorized to access and use the District's Technology Resources.

The District's Technology Resources are to be used by employees during working time only for the purpose of conducting District business. Employees may, however, use the District's Technology Resources for the following incidental non-work related uses during nonworking time as long as such use does not interfere with the employee's duties, is not done for pecuniary gain, and does not violate any District policy:

- To use the telephone system for brief and necessary calls;
- To send and receive necessary and occasional communications;
- To prepare and store incidental data (such as personal calendars, personal address lists, and similar incidental data) in a reasonable manner; and
- To access the Internet and personal social media sites for brief personal searches and inquiries during meals, breaks, or other nonworking time, provided that employees adhere to all other usage policies.

The District assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on the District's Technology Resources. The District accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any District property. The District strongly discourages employees from storing any personal data on any of the District's Technology Resources.

#### C. Improper Use

1. Prohibition Against Harassing, Discriminatory and Defamatory Use The District is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the District's "Policy Against Harassment," the District does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, military status, veteran status, or any other status protected by state and federal laws. Under no circumstances shall employees use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, slurs, jokes, or cartoons).

2. Prohibition Against Violating Copyright Laws Employees shall not use the District's Technology Resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

3. Other Prohibited Uses Employees shall not use the District's Technology Resources for any illegal purpose, violation of any District policy, for pecuniary gain, or in any way that discloses trade secrets or other confidential or proprietary information of the District, business partners, vendors, or customers.

D. District Access To Technology Resources All messages sent and received, including personal messages, and all data and information stored on the District's Technology Resources (including

on its electronic mail system, voicemail system, or computer systems) are District property regardless of the content. As such, the District reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic mail systems, at any time, in its sole discretion. No employee, other than specify, has authority to waive, vary or amend the District's right to access its Technology Resources.

E. No Reasonable Expectation Of Privacy Although the District does not wish to examine personal information of its employees, on occasion, the District may need to access its Technology Resources including computer files, electronic mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on the District's Technology Resources, including personal information or messages. The District may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The District may also monitor its Technology Resources at any time in order to confirm compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

F. Passwords Certain of the District's Technology Resources can be accessed only by entering a password or using login credentials. Passwords and login credentials are intended to prevent unauthorized access to information. Passwords and login credentials do not confer any right of privacy upon any employee of the District. Thus, even though employees may maintain passwords or be provided with login credentials for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords and login credentials as confidential. Employees must not share passwords, or forward login credentials unless authorized by specify and must not access coworkers' systems without express authorization.

G. Data Collection The best way for employees to ensure the privacy of personal information is not to store or transmit it on the District's Technology Resources. So that employees understand the extent to which information is collected and stored, examples of information currently maintained by the District are provided below. The District may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

- Telephone Use and Voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and also reset the password.
- Electronic Mail: Electronic mail is backed up and archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and also reset the password.
- Desktop Facsimile Use: Copies of all facsimile transmissions are maintained in the facsimile server.
- Document Use: Each document stored on District computers has a history that shows which users have accessed the document for any purpose.
- Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.

H. Deleted Information Deleting or erasing information, documents, or messages maintained on the District's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the District's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee.

Because the District periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be unlawful to attempt to delete or erase certain information. Employees shall fully comply with District policy regarding retention or destruction of information.

I. The Internet And On-Line Services The District provides authorized employees access to online services such as the Internet. The District expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the District's Technology Resources to access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could reasonably adversely affect any individual, group, or entity.

Additionally, employees may not use the District's Technology Resources to post, comment, send, or otherwise upload any information to any Web sites or other online groups, including web logs (i.e., "blogs"), social networking Web sites, newsgroups, discussion groups, or non-District email groups, except in accordance with the District's Blogging Policy. These actions will likely generate junk electronic mail and may expose the District to liability or unwanted attention because of comments or other contributions that employees may make. The District strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts that are unaffiliated with the District, and to use such accounts at home on their own personal computer, except as allowed by law.

J. Online Monitoring The District monitors both the amount of time spent using online services and the sites visited by individual employees. The District reserves the right to limit such access by any means available to it, including revoking access altogether. The District, through technological tools, may also prohibit or limit access to certain Web sites considered inappropriate by the District or its technology provider.

K. Confidential Information The District is very sensitive to the issue of protection confidential information of both the District, business partners, vendors, or customers ("Confidential Information"). Confidential Information includes all confidential and personal information covered by the District's guideline in Rule 3, Section B above regarding "Confidential Information." Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the District's Technology Resources.

Confidential Information should not be accessed through the District's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with the following confidentiality legend: "This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise [employee's name] immediately at [employee's telephone number] or return it promptly by mail."

Employees should adhere to District's security policy with regard to Confidential Information and take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending Confidential Information via the Internet, except when absolutely necessary. Employees should also verify electronic mail addresses before transmitting any messages containing Confidential

Information.

L. Software Use

1. License Restrictions All software in use on the District's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the District's computers, by any means of transmission, unless authorized in writing in advance by specify and thoroughly scanned for viruses or other malware prior to installation.

2. Software For Home Use Before transferring or copying any software from a District Technology Resource to another computer or other device, employees must obtain written authorization from specify. It is the employee's responsibility to adhere to applicable licensing requirements, including not making or distributing unauthorized copies of software to others. Upon departure from the District, it is the employee's responsibility to remove all District software from non-District computers and other devices on which District software has been installed. If an employee sells or otherwise transfers out of his or her own possession or control his or her own personally owned computer, he or she must delete all District software prior to such sale or other transfer. Please ask specify for assistance if needed.

3. Security The District has installed a variety of programs and devices to ensure the safety and security of the District's Technology Resources. Any employee found tampering with or disabling any of the District's security devices will be subject to discipline up to and including termination.

Moreover, the District reserves the right to advise appropriate legal authorities of any violation of law by an employee that results in the misappropriation, theft, or unlawful use of District's property or proprietary information.

To maintain the effectiveness of the District's security measures, employees should use only secure networks established by the District to access or use Confidential Information. Such information may not be downloaded, stored, or copied onto any non-District equipment or media (including personally owned computer, handheld devices, external memory devices, or disks) without prior written approval of specify. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media, employees must take all appropriate measures to safeguard against loss, theft, damage, or breach of such equipment or media. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media, employees must permanently delete such information prior to selling or otherwise transferring out of their own possession or control such equipment or media. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media and employee resigns, is terminated, or is requested to do so by management, employees must delete all Confidential Information they received, including any and all copies thereof. Similarly, employees may not send Confidential Information to their personal e-mail accounts, even for work-related purposes, without prior written approval of specify.

Any loss or suspected loss of Confidential Information, or any suspicious activity such as external hacking attempts or unusual internal activity, should be reported immediately to District management.]

4. Remote Access To Technology Resources The District may, at its sole

discretion, provide certain employees with remote access systems such as a laptop, smartphone, tablet, or other personal organizer to allow such employees to handle the tasks associated with their jobs while working away from the office. Employees must take care to ensure the security of all District-provided equipment. Employees must not share network passwords or other PINs with anyone. As soon as an employee believes District-provided equipment is lost or that the security and confidentiality of the data on that equipment has been compromised, he or she must notify specify. If District-provided equipment is lost, or if it is damaged as a result of carelessness, employees may be responsible for replacement fees. The District-provided remote access system should only be used for District-related business. The District may decide that it is no longer necessary for certain employees to possess a remote access system and their ability to use such systems may be discontinued, in which case such employees are expected to return any District-issued remote access systems in accordance with District's "District Property" policy.

The District does not expect or require employees to work on tasks (including e-mail, work product, etc.) during meal periods or after scheduled working times. Any and all use of remote access systems shall be made in compliance with District's "Hours of Work, Overtime, And Pay Day policy."

Use of public or home networks, such as unencrypted WiFi networks, can be a threat to the security and reliability of the District's Technology Resources. Accordingly, employees must only access District Technology Resources via means that are specifically approved by specify.

M. Electronic Mail Guidelines Employees are expected to use sound judgment with respect to use of the District's electronic mail ("e-mail"). All employees should adhere to the following with respect to use of e-mail:

- Always ask before sending an e-mail if it is the appropriate medium of communication. When communicating about a sensitive subject, consider whether e-mail is the appropriate medium or whether using the phone rather than e-mail might be more appropriate (but keep in mind that voicemail is similar to e-mail; voicemail may be stored on a computer server and may be forwarded to third parties).
- Use the "front page" test. Assuming that e-mail is the appropriate medium of communication, each e-mail should be treated as a formal written document. Do not write anything in an e-mail that could not be printed on the front page of the newspaper. Off-the-cuff, sarcastic, or angry comments can come back to haunt the author.
- E-mail is part of the workplace environment. E-mail containing rude and insensitive comments is not only personally embarrassing, but also may serve as the basis for legal liability. Employees and managers should exercise the same care and sensitivity in communicating via e-mail as they would when communicating in person or in letters. Offensive e-mail received from others should not be forwarded, and the recipient should ask the sender to refrain from sending inappropriate e-mail.
- Provide context. As with other forms of communication, there is a risk that an e-mail message may be taken out of context. To reduce the risk that the message will be taken out of context, consider including the original message to which the reply e-mail relates.
- Know your audience. When sending an e-mail, always double-check to whom the e-mail is addressed, especially when using the "reply to all" button. Ask whether it is appropriate for each addressee to receive the e-mail and whether sending the e-mail to a particular addressee will result in the unauthorized disclosure of Confidential Information. If in doubt, remove the doubted addressee.
- Avoid using a home or personal computer for business purposes. If there is any concern that a

legal dispute or litigation involving the District and a third party may require producing one's hard drive from a home or personal computer, the employee should not use the device for business-related purposes. E-mail relating to District business, even though stored on a home or personal computer, is recoverable and discoverable in litigation.

N. Audits The District may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the District's Technology Resources may be conducted without warning at any time.

## **Rule 6 Relationship of Employees of the District; Nepotism**

A. Policy. It is the policy of the District not to discriminate in its employment and personnel actions with respect to its employees and applicants for employment on the basis of marital status, blood or other type of relationship. No employee or applicant for employment shall be improperly denied employment or benefits of employment on the basis of his/her marital status.

B. Definition. Marital status is defined as an individual's state of marriage, non- marriage, divorce or dissolution, separation, widowhood, annulment or other marital state. Relationship shall include, for purposes of this Rule, any marital or blood relationship or any other relationship similar to blood or marital relationship, as when an employee is the immediate family member (as defined as an employee's spouse, mother, father, brother, sister, half-brother or sister, children, step-children, grandparents, in-laws, aunt, uncle, niece, nephew, foster children or legal wards, legal guardians, domestic partners, and children of a domestic partner.) of another employee of the District.

C. Management Rights. Notwithstanding the above provisions, the District retains the following rights:

1. To refuse to permit one (1) party to a relationship to be under the direct supervision of the other party to the relationship, where such employment has the potential for creating an adverse impact on supervision, safety, security or morale.

2. To refuse to permit both parties to a relationship to work in the same department, division or facility where the Appointing Authority determines that such employment has the potential for creating an adverse impact on supervision, safety, security or morale, or where such employment involves potential conflicts of interests or other hazards greater for persons in such a relationship than for other persons.

D. Employment of Family Members. The following provisions shall govern the employment of the immediate family of any official or employee of the District:

1. Family Members of District Officials. Members of a District official's immediate family shall not become employed by the District during the official's term of office. For purposes of this provision, District officials means the General Manager, elected officials or Board-appointed officials in the area/department in which the appointed official is serving.

2. No person shall be appointed or promoted to a position in any department in which such person's relative already holds a position, when such employment would result in any of the

following:

- a. A supervisor-subordinate relationship.
- b. The employees having job duties which require performance of shared duties on the same or related work assignment.
- c. Both employees having the same immediate supervisor.

3. If a District employee marries another person employed by the District (or becomes the domestic partner of another person employed by the District) within the same department, both employees shall be allowed to retain their respective positions provided that a supervisorial relationship in the two (2) positions does not exist at the time of marriage or establishment of the domestic partnership. For the purpose of this Section, a supervisorial relationship shall be defined as one in which one (1) person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to his or her position.

4. If two (2) employees marry, become related or become domestic partners, and the potential problems noted above exist, only one (1) of the employees will be permitted to stay with the District unless reasonable accommodations can be made to eliminate the prohibition set forth in Subsection 2. herein. The decision as to which relative will remain with the District must be made by the employees within sixty (60) days. If no decision has been made during this time and if continuing employment of both spouses cannot be accommodated consistent with the District's interest in promotion of safety, security, morale and efficiency, then the District retains sole discretion to separate one (1) spouse or domestic partner from District employment. Absent resignation by one (1) affected spouse or domestic partner, the less senior of the involved spouses or domestic partners will be subject to separation; and the same shall not constitute discipline and shall not be subject to any administrative appeal.

E. Eligibility List. When an eligible candidate is refused appointment by virtue of this Section, the name of the candidate shall remain on the eligibility list for openings in the same classification, where no relative is employed, supervised by, or supervising the vacant position. In no case may an employee participate directly, or indirectly, in the recruitment or selection process for a position for which the employee's relative has filed an employment application.

F. Prospective Application. This Section shall apply prospectively and is not intended to affect any employment in existence and in compliance with the District's Personnel Rules on the effective date hereof.

G. Discrimination. Any employment action which must be taken pursuant to this Rule because of a problem with supervision, safety, security or morale shall be taken in a non-discriminatory manner. Determinations made pursuant to this Rule shall be made on a case-by-case basis. In making any determination pursuant to this Rule, Human Resources may take into account all relevant factors concerning each employee involved in a covered relationship, including job duties, history of employment and potential for advancement within the District service.

## **Rule 7            Workplace Safety**

Each employee shall comply with CAL/OSHA safety laws, rules and regulations, and with any and all other

safety rules, regulations, ordinances and statutes pertaining to his/her position or job classification. All employees shall follow safe practices, use personal protective equipment as required, render every possible aid to safe operations and report all unsafe conditions or practices to his/her immediate supervisor or department head immediately upon knowledge of the unsafe conditions or practices.

A. Workers' Compensation. An employee sustaining an injury or illness arising out of or in the course of employment with the District, shall be compensated by the ACWA/JPIA Worker's Compensation Insurance Fund. No compensation is made by the Fund for the first three (3) days absent from work. In order to be compensated, the claim must be accepted as valid by the ACWA/JPIA Workers' Compensation Insurance Fund or by the ACWA/JPIA Workers' Compensation Appeals Board. The treating physician must file a report with the ACWA/JPIA Workers' Compensation Insurance Fund as required by law.

The District's designated doctor will be used for treatment. In the event of extended treatment, the employee may request a personal doctor be used after thirty (30) days under the care of the District's designated doctor unless a written request is on file with Human Resources. Such a request must be in the employee's personnel file prior to the time of any injury or illness and the requested doctor must be able to treat the type of injury present at the time of injury or illness.

B. Workers' Compensation Disclaimer Notice. Mission Springs Water District or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arise out of voluntary participation in any off-duty recreational, social or athletic activity which is not part of the work-related duties.

#### **Rule 8                    No Smoking Policy**

Smoking is prohibited in District vehicles, and within twenty (20) feet of any District building/structure. Employees shall be especially attentive to the sensitivities of the public and fellow employees who may object to smoking. Management reserves the right to limit employees from leaving their work area to smoke except at break and lunch time. However, employees should use reason and discretion in the frequency of leaving the work area to smoke.

It is also a violation of California law for any person to smoke in a vehicle where minors are present. As such, any employee who smokes in a District vehicle while a minor is present may also be subject to criminal liability.

#### **Rule 9                    Dress and Grooming Standards**

The District considers the presentation of the District image to its customers, suppliers, and the public at large to be extremely important. Since the District's product includes service, and excellent service can only be provided through its employees, the District not only seeks good performance and conduct from its employees, but also expects them to observe high standards in their personal presentation. Accordingly, while the District has no formal dress code, it expects all employees to dress in a manner consistent with good hygiene, safety, and good taste. Employees whose jobs require them to come in contact with customers, suppliers, or the public are expected to wear apparel the District considers appropriate for dealing with the public.

A. Non-Uniformed Office and Field Personnel.



1. Employees should dress and be groomed according to the requirements of their position. Without unduly restricting individual tastes, the following personal appearance guidelines must be followed:

- a. Hair should be maintained so as not to interfere with job duties or jeopardize safety in the workplace;
- b. All apparel shall be clean and in good condition. Examples of appropriate dress for office work may include: slacks, trousers, jackets, shirts (including "Polo" type shirts), sweaters, skirts, blouses and dresses.
- c. Denim jeans are appropriate for job classifications performing routine field assignments or tasks requiring physical labor (i.e., cleaning, moving furniture, equipment maintenance, filing for long-term storage), with prior approval of the Department Head.

2. Inappropriate dress includes but is not limited to: casual or souvenir T-shirts or sweatshirts, tank tops, warm up or jogging ensembles/exercise wear, shorts, spandex-like skin tight leggings, ripped, faded, bleached or revealing clothing. Clothing that is excessively tight, short or otherwise revealing is also considered inappropriate and shall not be worn to work. Extreme hairstyles, facial and torso body piercing with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours; visible excessive tattoos and similar body art must be covered during business hours. Footwear such as sandals, thongs, and slippers are considered unacceptable.

3. If, in the opinion of the Department Head, an employee is not adhering to the intent of this policy, the person will be informed that he/she must dress in accordance with the policy. In severe cases, the Department Head shall send the person home to change. The time away from work shall not be considered hours worked. An employee may use vacation, optional, or compensatory time for such time away from work.

B. Uniforms.

1. Those employees provided with uniforms shall wear their uniforms when at work. Uniforms shall not be worn when off duty, except for traveling to and from work. It is recognized that employees may have to make brief stops on the way to and from work to take care of personal business; however, uniforms shall not be worn in businesses or locations which would create a negative impression, such as bars or nightclubs.

2. Uniforms shall be neat, clean and in good condition at the start of the work shift. They shall not be altered inappropriately and shall be worn as they are designed to be worn.

3. Steel-toed boots, where required, shall be worn on first day of work and every day of work thereafter.

4. Field staff will generally receive up to the following: thirteen (13) shirts, thirteen (13) pants, one (1) blue jacket, and one (1) orange safety jacket.

- a. Uniform shirts shall be tucked in.

5. Front Office/Customer Service Representatives (CSR) will generally receive up to the following: five (5) polo shirts, one (1) cardigan, and one (1) jacket.

a. Front office/CSR shall wear uniform shirts Monday – Thursday. On Fridays, front office/CSR staff may dress in a more business casual fashion. Staff is expected to still look professional and present a neat appearance.

Management maintains sole discretion to determine whether an employee's outfit violates dress code and may send an employee home to change.

## **SECTION 2: CLASSIFICATION, RECRUITMENT AND APPOINTMENT**

### **Rule 10           Types of Appointments/Appointment Process**

A.     Types of Appointment. All vacancies in the competitive service shall be filled by transfer, promotion, re-employment, reinstatement or from eligible applicants certified by Human Resources from an appropriate employment list, if available. In the absence of persons eligible for appointment, provisional appointments may be made in accordance with these Rules. In addition, the District may make seasonal, temporary and emergency appointments.

B.     Certification of Eligible Applicants. Insofar as practical and consistent with the best interests of the District, vacancies in the competitive service shall be filled by promotion. If in the opinion of the Appointing Authority, it is in the best interest of the District to fill a vacancy by an open competitive examination instead of a closed promotional examination, then Human Resources will seek applications for the vacancy and arrange for an open competitive examination. If appointment is to be made from an employment or promotional list, the names of all persons willing to accept employment shall be certified.

C.     Veteran's Preference. If two (2) candidates on the eligibility list are identically qualified, preference will be given to a candidate who is a veteran.

D.     Appointment. The Department Head shall select the applicant to be appointed. Human Resources shall conduct a background investigation. The name of the applicant shall then be sent to the General Manager for appointment. Upon approval of the General Manager, Human Resources will make a final or contingent offer of employment to the applicant. The offer may be contingent upon the applicant's successfully passing a physical or psychological examination or further background investigation. The person accepting the appointment shall report to Human Resources for processing on or before the day of appointment. He/she shall be deemed appointed upon signing the appropriate personnel action forms. The following types of appointments may be made:

1.     Regular Employee. A regular employee is one who has successfully completed the probationary period and is employed full-time or part-time. The regular employee receives all fringe benefits provided to that employee's classification pursuant to these Rules. A regular part-time employee receives prorated fringe benefits if regularly assigned to work more than twenty (20) hours per week.

2.     Emergency Employee. Emergency employees are not part of the competitive service, and are at-will employees. As such, emergency employees are subject to discharge without prior notice or cause, and without any right of appeal. Emergency employees are not eligible for, and shall not receive any fringe benefits provided to District employees other than Workers' Compensation insurance.

3.     Seasonal Employee. Seasonal employees are appointed in the same manner and are subject to the same procedure as regular employees except that they will be laid off no later than the close of the season for which they have been appointed. Seasonal employees are not in the competitive service and are at-will employees. As such, seasonal employees are subject to discharge without prior notice or cause, and without any right of appeal. Seasonal employees are not eligible for and shall not receive any fringe benefits other than Workers' Compensation Insurance

4.     Student Employee. Student employee or intern appointments afford students of

public administration and other professional areas an opportunity to gain actual work experience. Such appointments require the approval of the General Manager. Student employees are not in the competitive service and are at-will employees. As such, student employees are subject to termination without prior notice or cause, and without any right of appeal. Student employees are not eligible for, and shall not receive, any fringe benefits other than Workers' Compensation Insurance.

5. Temporary Employee.

- a. Temporary appointments shall not exceed one thousand (1,000) hours in any twelve (12) month period. Whenever there is a need for a temporary appointment, the Department Head with such need shall describe the specific need and duration in a written request to the General Manager. Upon approval, Human Resources shall provide to the Department Head either an employee from a temporary placement agency or an eligibility list of interested applicants. Hourly or part-time temporary employees are not eligible for and shall not receive any fringe benefits other than Workers' Compensation Insurance.
- b. If the applicant is actually hired by the District in a full-time temporary capacity, he/she shall complete the same hiring process as any employee in the competitive service. Time spent under temporary appointment shall not be credited to the probationary period or be used for computing any privileges accruing under these Rules nor count toward seniority for any purpose.
- c. Temporary employees are not part of the competitive service, and are at-will employees. As such, temporary employees can be terminated at any time without prior notice or cause, and without any right of appeal.

6. Probationary Employee. Probationary appointment is for the first two thousand eighty (2,080) hours (usually one year) of actual and continuous employment. Probationary employees are provided with benefits as set forth herein. Probationary employees are at-will employees, and can be terminated at any time without prior notice or cause, and without any right of appeal. The probationary period may be extended per Rule 11, or otherwise in accordance with these Rules.

7. Provisional Employees. An existing employee may receive a provisional appointment on a temporary basis, to fill a position until a probationary appointment may be made. Provisional appointments shall be for periods no less than two (2) weeks nor longer than nine hundred sixty (960) hours in any twelve-month period, and shall be made in accordance with Subparagraph 5 above. Time spent as a provisional employee shall not be included in determining seniority under any provision of these Rules.

**Rule 11**      **Probation**

A. Introductory Period. The District attempts to hire the most-qualified employees for each position. To ensure this, the District provides for an introductory period of employment for the employee to assess the District and the job content, and for the District to evaluate the new employee and his or her

job performance. All new employees must complete to the District's satisfaction a 1-year introductory period beginning with the date of initial employment. During the introductory period, an employee may be discharged by the District "at will" for any reason and without advance notice. Similarly, the employee may resign employment for any reason without advance notice during this period. A performance review will be conducted by the employee's supervisor before the introductory period is completed.

At the District's discretion, an employee's introductory period may be extended one or more times. Employees earn vacation and accrue paid sick time from the first day of employment. On successful completion of the introductory period, an employee will become a regular employee. Successful completion of the introductory period does not, however, guarantee employment for any specific duration or change the at-will status of regular employment.

B. Rejection Following Transfer or Promotion. Any probationary employee rejected during or at the conclusion of a probationary period following a transfer or promotional appointment shall be reinstated to the position from which the employee was transferred or promoted unless:

1. Disciplinary charges are filed and the employee is dismissed from employment in the manner provided in these Rules; or
2. The former position is no longer available.

## **Rule 12 Promotion**

A. A vacancy may be filled by promotion at the discretion of the General Manager.

1. In the event an employee is promoted on his/her anniversary date, he/she shall first receive any within-range increase he/she has earned first and then the promotional salary adjustment provided.

2. Upon promotion or reclassification, a new anniversary date shall be established for purposes of performance evaluation, eligibility for future step increases, as of the effective date of the promotion.

## **Rule 13 Layoff Policy and Procedure**

A. Statement of Intent. Except as otherwise determined by the Board of Directors in accordance with Paragraph I of this Rule 13, the General Manager may layoff, transfer or demote any employee without disciplinary action and without any right of appeal, on the grounds and according to Paragraphs B through H of this Rule 13 and as otherwise provided in these Rules. The General Manager may not delegate this power.

B. Notification. Whenever possible, employees to be laid off shall be given, at least fourteen (14) days' written notice of layoff.

C. Vacancy and Demotion. Except as otherwise provided, whenever there is a reduction in the work force, the Appointing Authority shall first demote any regular employee to a vacancy, if any, in a lower class for which the employee who is the latest to be laid off in accordance with Paragraph E herein below is qualified. All persons so demoted shall have their names placed on the re-employment list.

D. Employee Rights. A regular employee affected by layoff shall have the right to displace an employee in the same department who has less seniority in a lower class in the same class series or in a lower classification in which the affected employee once had regular status and for which the affected employee meets the minimum qualifications for the position. For the purpose of this Paragraph and Paragraph E herein below, seniority means seniority as defined in Rule 13, Paragraph E, for all periods of full-time service at or above the classification level where the layoff is to occur. Probationary employees, emergency employees, temporary employees, provisional employees and/or seasonal employees affected by layoff shall not have any displacement or bumping rights.

E. Seniority.

1. In order to retreat to a former or lower class, a regular employee must have more seniority than at least one (1) of the incumbents in the retreat class and request displacement action in writing to Human Resources within five (5) working days of receipt of notice of layoff.

2. Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

3. Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class or a class in the class series.

F. Employment Status.

1. In each class or position, employees shall be laid off according to employment status in the following order: emergency, temporary, seasonal, provisional, probationary, and regular.

2. Emergency, temporary, provisional, seasonal, and probationary employees shall be laid off according to the needs of the service as determined by the Appointing Authority. Nothing in this Rule is intended to nor shall modify the at-will status of any such emergency, temporary, provisional, seasonal, or probationary employee.

3. In cases where there are two (2) or more regular employees in the class from which the layoff is to be made, such employees shall be laid off on the basis of performance and seniority. Employees within the same class shall be ranked for layoff according to performance based on the evaluations on file at least thirty (30) days and no more than twelve (12) months prior to layoff, as follows:

- a. First, all employees who "need improvement"
- b. Second, all employees who are "competent;" and
- c. Third, all employees who are "outstanding."

4. Employees within each performance category shall be laid off in inverse order of seniority in District service.

G. Re-Employment List. The names of persons holding regular positions who are laid off, transferred or demoted in accordance with these Rules shall be entered upon a re-employment list. Lists

from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by the Appointing Authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list.

H. Duration of Re-Employment List. Names of persons laid off shall be carried on a re-employment list for one (1) year, except that persons appointed to regular positions of the same level as that which laid off, shall, upon such appointment, be dropped from the list. Persons who refuse re-employment shall be dropped from the list. Persons re-employed in a lower class or on a temporary basis shall be continued on the list for the higher position for one (1) year.

I. Notwithstanding Paragraph A, whenever, in the judgment of the Board of Directors of the District, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off, transferred or demoted by the General Manager without disciplinary action and without the right of appeal. Layoff, transfer or demotion of any such employee shall be undertaken and implemented by the General Manager in accordance with Paragraphs B through H of this Rule 13.

#### **Rule 14                    Reinstatement and Re-Employment**

A. Reinstatement. With the approval of the General Manager, regular or probationary employees who have resigned with a good employment record may be reinstated within one (1) year of the effective date of resignation to a vacant position in the same or comparable class. Such employees shall, upon completion of one thousand forty (1,040) hours of continuous service after being rehired, be credited with seniority for the prior service for benefit accrual purposes only. No credit will be earned for the intervening time before being rehired, except as may be required by State or Federal law. The employee's rehire date will be the new date of hire for all other purposes.

B. Re-employment. Employees who are laid off may be re-employed in their former position. Employees recalled within six (6) months after having been laid off will be credited for their prior service for all benefit purposes. No credit will be accorded for the intervening period between the time of layoff and the time of recall.

## **SECTION 3: COMPENSATION AND BENEFITS**

### **Rule 15 Compensation Plan**

A. Compensation. The classification and compensation plan includes the basic salary schedule as adopted by the Board of Directors of the District.

B. Initial Appointment Step. All appointments shall be made at the minimum step within a particular range; however, the General Manager may approve a higher starting rate of compensation at his/her discretion.

C. Anniversary Date. The anniversary date shall be the annual date of hire or the date of promotion. The employee evaluation shall be regulated by these dates.

D. Advancement in Salary. The employee will be considered for a merit increase when probation is completed and on annual anniversary date thereafter. Merit increases shall be granted only as a result of a written evaluation of continued meritorious service and with the continued improvement by the employee in the effective performance of the duties of the position held. Increases for acceptable performance shall be no more than five percent (5%). No salary increase shall be made so as to exceed any maximum rate established in the pay plan for the class to which the employee's position is allocated.

E. Consumer Price Index (CPI). Prepared by the U.S. Dept. of Labor, Bureau of Labor Statistics, an index which determines the rate of inflation. The District uses the CPI for urban wage earners and clerical workers in the Riverside-San Bernardino-Ontario, CA areas.

F. Promotion. Any employee who is promoted to a position having a higher range than the position he/she occupies, shall commence work in the higher range at a step that at minimum is an increase of ten percent (10%) above the rate the employee was receiving prior to promotion.

G. Demotion Pay Rate. When a regular employee is demoted to a position for which the employee is qualified, the employee's salary shall be set at the step rate in the lower pay range which provides the smallest decrease in pay.

H. Pay Periods. All employees shall be paid every two (2) weeks. A pay period is fourteen (14) consecutive days, beginning on a Friday at 12:01 p.m. and ending on a Friday at 12:00 noon. Step increases or promotions shall be effective at the beginning of the pay period in which they fall. For alternative work schedules the pay period may be modified to comply with federal and state law.

I. Reclassification.

1. If an employee is reclassified upward, the employee will receive an increase in salary at a minimum of ten percent (10%).

2. If an employee is reclassified downward, an employee's salary will be frozen (or "Y-Rated") until the compensation for the lower classification exceeds the salary of the employee.

J. Emergency Appointment - Working Out of Class. No employee shall be required to



perform duties which are not closely related, both in kind of work and in level of responsibility, to duties formally assigned to positions in his/her class, except on a short term, temporary or emergency basis. Employees who are given an emergency or temporary appointment to a higher classification which involves duties requiring a greater level of skills may be compensated as follows:

1. To qualify for out-of-class pay, an employee must be assuming substantially the full range of duties and responsibilities of the higher-level position. Out-of-class pay is not authorized, for example, if the organization of a work unit is such that each unit employee carries on his/her normal duties during the temporary absence of a supervisor, without a need for direction which the supervisor would provide on a longer-term basis.

2. The rate of pay shall remain unchanged during the first thirty (30) working days of such assignment. Emergency or temporary appointments must be made in writing and approved by the General Manager.

3. After thirty (30) continuous working days of such temporary assignment, the employee working out-of-class shall be paid at Step A of the higher classification, or a rate one (1) step greater than his/her current rate, whichever is deemed appropriate compensation for the level of duties assigned and performed. The amount of additional pay awarded shall be determined by the General Manager. The higher rate of pay shall be used in computing overtime when authorized overtime is served in a non-exempt, out-of-class assignment; the overtime rate shall be at the rate established by the overtime regulations that apply to the higher class.

4. Time worked out-of-class shall not earn credits toward the completion of probationary requirements in the higher class.

K. Provisional Appointment.

1. In the absence of individuals willing to accept appointment from appropriate employment lists, a provisional appointment may be made by the General Manager of a person meeting the minimum training and experience qualifications for the position. Such appointment may be made during the period of suspension, demotion or discharge of an employee; and such vacancy may be filled by the General Manager subject to the provisions of these Rules. A provisional employee may be removed at any time without prior notice or cause, and without any right of appeal. No provisional appointment shall exceed nine hundred sixty (960) hours. Employees appointed on a provisional basis shall not be entitled to a preference in hiring or a right to a regular position.

2. A provisional appointee shall accrue the same benefits as probationary employees. If a provisional appointee is selected for a full-time position with the District in the same position as the employee served in a provisional capacity, the time served as a provisional employee shall be counted as time toward the fulfillment of the required probationary period.

3. No special credit shall be allowed in meeting any qualifications or in the giving of any test or the establishment of any open-competitive promotional list, for service rendered under a provisional appointment.

4. Salary upon provisional appointment shall be the beginning salary in the range,

or five percent (5%) above the previous salary, whichever is higher. If the provisional employee is subsequently returned to his/her previous position, the previous salary shall be reinstated, unless an anniversary evaluation has occurred which warrants a merit increase. If the provisional employee is permanently appointed to the provisional position, the salary will be adjusted pursuant to the 10% increase from Section F above.

#### **Rule 16            Public Employees Retirement System (CalPERS)**

All employees of the District who work at least one thousand (1,000) hours per year are automatically covered by the District's retirement contract with the California Public Employees Retirement System ("PERS"). This benefit begins on the employee's first day of employment. The District currently participates in the 2.7% at 55 Plan for Classic members and 2% at 62 for PEPR members, with a small contribution by the employee, which is tax-deferred.

An employee becomes vested after completion of five years of public service, be it with Mission Springs Water District or another public employer who participated in PERS. Vesting means funds may be left on deposit for future retirement. Should an employee leave Mission Springs Water District and wish to withdraw their contributions, they may request a refund from CalPERS. The employer contributions are only paid upon retirement.

Employees are able to retire when they have five years of service credit and have attained age 55. The retirement date can be any date chosen; however, the amount of the monthly allowance can be affected. Age determines the benefit factor used in the retirement formula. So, an employee may decide to retire on his/her birthday or at a completed quarter year of age to increase the benefit factor. PERS will calculate the retirement benefits based on three factors, (1) years of service, (2) a percentage factor determined by the age at retirement, and (3) the final average monthly pay rate for the highest three years of work. There is no mandatory retirement age.

#### **Rule 17            Fringe Benefits**

The District currently provides the following fringe benefit programs:

A.        Enrollment in Health Insurance, Dental Insurance, Vision Care Coverage, Life Insurance, Employee Assistance Program and Deferred Compensation.

1.        All employees who are employed on a full-time basis, except emergency, seasonal and temporary employees (less than forty [40] hours per week), shall be enrolled in the health, vision, life insurance, and employee assistance plans sponsored by the District. They shall also be eligible for dental insurance, on the terms and conditions as authorized by the Board of Directors of the District. The District's deferred compensation program is voluntary. Fringe benefits may be altered on a year-by-year basis as the District may see fit. Part-time employees receive prorated benefits if they are regularly assigned to work more than twenty (20) hours per week, except emergency, seasonal and temporary employees.

- a.        Initial Enrollment Period: The period in which all new hires (regular benefitted employees) and all temporary employees who become eligible for benefits must enroll in one of the District's health/vision

and/or dental plans. The employee will be eligible for health benefits beginning the first day of the month following 30 days of employment.

2. Retired Annuitants:

- a. Tier One. In accordance with District policy, retired annuitants may be eligible for group health insurance premiums paid by the District until eligible for Medicare benefits, or age sixty-five (65), whichever is earlier, provided that prior to the date of retirement, the annuitant had at least fifteen (15) years of service with the District and reached the age of sixty (60).
- b. Tier Two. In accordance with District policy (Resolution 2016-07 adopted 4/18/16), retired annuitants may be eligible for group health insurance premiums paid 50 percent by the District until eligible for Medicare benefits, or age sixty-five (65), whichever is earlier, provided that prior to the date of retirement, the annuitant had at least fifteen (15) years of service and reached the age of fifty-five (55).

B. Employee Assistance Program (EAP). Mission Springs Water District cares about its employees' wellbeing. As part of that concern, it has established an Employee Assistance Program (EAP) that provides confidential, professional assistance when personal problems affect an employee's life and work. The program provides information, consultation and counseling for employees and their family members, as well as offering training and consultation to management.

The EAP encourages employees to use services early in the progression of a problem before situations significantly impact work. This is accomplished by promoting service for "normal problems in living " such as relationships, stress, legal and financial problems, career concerns, anxiety and depression. The EAP also services more serious concerns such as alcohol and drug problems, family violence, and threats of suicide. For more information, please see a supervisor, Human Resources, or call the EAP directly at (800) 535-4985.

C. Deferred Compensation Plan. All employees who are employed on a full-time basis, except emergency, seasonal and temporary employees, are eligible for the District's Deferred Compensation Plan. This is a voluntary program. Participation in the Plan is governed by the Plan documents and minute orders of the Board of Directors.

D. Modification. Notwithstanding Paragraphs A and C of this Rule, the District expressly reserves the right, in its sole discretion, at any time and from time to time, to amend, rescind or delete any and all fringe benefits set forth in these Rules. Such changes may apply to current and/or future employees.

**Rule 18 Training and Development**

A. Policy. An employee may be reimbursed for tuition, textbooks and institutional fees incurred in successfully completing job-related course work and seminars from an accredited educational institution. The District will reimburse employees 100% for **course-required** tuition, texts and materials

upon satisfactory completion of such courses if employees follow the guidelines of this policy. If employees have a financial hardship, with written approval from the General Manager, tuition, texts and materials may be reimbursed or paid by the District earlier than the completion of the course(s).

**Guidelines:**

1. Employee must be a full-time employee of the District.
2. All courses and related expenses for which the employee will request reimbursement must receive **prior written approval** from the employee's Supervisor and the General Manager on the District's Educational Assistance Request form. Other than those items listed above, no other reimbursements shall be made.
3. Satisfactory completion is considered a "pass" grade in the case of pass/fail courses. Satisfactory of courses graded on an A through F system or an equivalent method will be reimbursed 100% for a grade of "C" or higher. No reimbursement will be made for a "D" or "F" grade.
4. If an employee fails to complete or pass a course, the employee must immediately reimburse the District for any advance received from the District for the payment of tuition, texts and materials.
5. If an employee voluntarily leaves his/her employment with the District within one (1) year of completion of course work, the employee must reimburse the District all funds paid by the District for the employee's course work.

B. Conferences and Seminars. If an employee requests to attend a conference or seminar and such request is approved, the District will pay all reasonable costs of travel, meals, lodging, registration or tuition, books and the equivalent number of hours pay per day as if the employee were working his/her regular workday in accordance with this Rule and the District's adopted expense reimbursement policies. The employee may either receive an advance of funds for the conference or reimbursement of funds spent by the employee. The employee should request attendance at the conference or seminar as far in advance as possible but, in no case, any later than two (2) weeks prior to the conference. The employee's request for attendance must be approved by the employee's supervisor, Department Head and the General Manager.

C. Employee Orientation. All new employees and newly promoted employees will be given an employee orientation to their new job duties and the policies, procedures and operation of the department that is appropriate to their positions. It is the department supervisor's responsibility to provide the orientation to those new employees or newly promoted employees under their supervision. The orientation shall consist of training in job duties and responsibilities, these Rules, the employee handbook, and the mission, policies, procedures and operation of the employee's department.

**Rule 19 Travel and Expense Reimbursement**

A. Authorized Expenses.

District funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized business of the District. Expenses incurred by employees in connection with the following types of activities generally constitute authorized expenses, and may be reimbursed by the District as long as the other requirements of this policy are met:

1. Serving the needs of the businesses, agency and individual property owner/resident customers of the District;
2. Communicating with constituents in compliance with applicable laws;
3. Communicating with representatives of regional, State and national government on District policy positions;
4. Attending educational seminars designed to improve employees' skill, knowledge, and information levels;
5. Participating in regional, state and national organizations whose activities benefit or affect the District's interests.
6. Recognizing service to the District (for example, thanking a long-time employee with a retirement gift or celebration or award of nominal value and cost);
7. Attending District, community, regional and other events;
8. Gathering facts and information regarding District projects, issues and priorities in other jurisdictions;
9. Implementing a District-initiated strategy for attracting or retaining customers of the District; and
10. Attending meetings such as those listed above, and those set forth on the Affiliate List approved annually by the Board of Directors, for which a meeting stipend is expressly authorized under this policy.

B. Expenses Requiring Prior General Manager Approval.

1. The reimbursement of an expense in excess of fifty dollars (\$50.00) for any purpose other than as set forth in Section A hereinabove shall require prior approval of the General Manager;
2. Payments for international travel;
3. Expenses which exceed any annual limits established for each employment position.

C. Personal Expenses the District will not Reimburse.

1. The personal portion of any trip;
2. Political or charitable contributions;
3. Family expenses, including partner's expenses when accompanying District employees on agency- related business, as well as children-or pet-related expenses;

4. Entertainment expenses, including theater, movies (either in-room or at the theater), recreational events (including health clubs and massage services) not related to District business, cultural events not related to District business;

5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;

6. Personal losses incurred while on District business;

7. Personal alcohol or bar expenses.

Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is reimbursed.

D. Cost Control Guidelines. To conserve District resources, expenditures should adhere to the following guidelines. A reasonable attempt to pay in advance with a District check must be made. If the business will not accept a check, a reasonable attempt must be made to pay in advance with a District credit card. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the District will be limited to the costs that fall within the guidelines, unless such excess amounts have been approved in advance by the appropriate authority.

1. Transportation. The most economical mode and class of transportation reasonably consistent with scheduling needs, the employees' time constraints, and cargo space requirements must be used, using the most direct and time-efficient route. In the event that a more expensive transportation form or route is used, the cost borne by the District will be limited to the cost of the most economical, direct, efficient and reasonable transportation form.

Employees are required to use a district vehicle during any business travel. Two or more employees, attending the same event at the same time, must carpool. Exceptions to these requirements may be made with the prior approval of the employee's manager.

Charges for rental vehicles may be reimbursed under this provision if more than one District employee is attending an out of town conference or meeting, and it is determined that District owned vehicles are unavailable, and sharing a rental vehicle is more economical than other forms of transportation. In making such determination, the cost of the rental vehicle, parking and gasoline will be compared to the combined cost of such other forms of transportation. District staff will prepare a cost analysis comparing the various modes of available transportation for the General Manager's consideration.

- a. Airfare. Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities ([www.cacities.org/travel](http://www.cacities.org/travel)) the California State association of Counties ([www.csac.counties.org/default.asp?id\\_635](http://www.csac.counties.org/default.asp?id_635)) and the State of California are presumed to be the most economical and reasonable for purposes of reimbursement under this policy. Airfares that do not exceed the median fares listed on websites like [www.travelocity.com](http://www.travelocity.com) or an equivalent service, shall also be considered reasonable and hence reimbursable.

- b. Automobile Mileage. Automobile mileage is reimbursable at Internal Revenue Service rates presently in effect (see [www.irs.gov](http://www.irs.gov)). These rates are designed to compensate the drive for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable.
- c. Car Rental. Rental rates that are equal to or less than those available through the State of California's website ([www.catravelsmart.com/default.htm](http://www.catravelsmart.com/default.htm)), or which represent the median rates listed on websites like [www.travelocity.com](http://www.travelocity.com) or an equivalent service, shall be considered the most economical and reasonable for purposes of reimbursement under this policy.
- d. Taxis/Shuttles. Taxi or shuttle fares may be reimbursed (including a fifteen percent [15%] gratuity per fare), when the cost of such fares is equal to or less than the cost of car rental, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

2. Lodging. Lodging expenses will be reimbursed or paid for when travel on official District business reasonably requires an overnight stay.

- a. Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.
- b. Other Lodging. Travelers must request government lodging rates, when available. A listing of hotels offering government rates in different areas is available at [www.catravelsmart.com/lodguideframes.htm](http://www.catravelsmart.com/lodguideframes.htm). Lodging rates that are equal or less than government rates are presumed to be reasonable and hence reimbursable for purposes of this policy. In the event that government rates are not available at a given time or in a given area, websites like [www.travelocity.com](http://www.travelocity.com) or [www.expedia.com](http://www.expedia.com) or an equivalent service shall be considered reasonable and hence reimbursable if, given the circumstances of the travel, such comparable rates can be found. In unique circumstances, the General Manager may approve the reimbursement of reasonable lodging costs that exceed the two (2) standards above, if necessary under the particular circumstances.

3. Meals. Meal expenses and associated gratuities should be moderate, taking into account community standards and the prevailing restaurant costs of the area. Actual meal costs will be reimbursed up the rates specified in the Internal Revenue Service Guidelines (see Publication 1542 at [www.irs.gov/per diem](http://www.irs.gov/per diem)).

Employees may not claim meals provided by the District, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered meals. Employees may claim only their *actual* expense and must have receipts substantiating the amount(s) claimed.

No meal (breakfast, lunch or dinner) or expense may be claimed or reimbursed more than once in any given twenty-four (24) hour period.

The District will not reimburse personal alcohol or bar expenses, unless identified and approved in advance by the General Manager.

Employees shall, when available, take meals that are provided as part of a seminar or conference registration fee.

4. Telephone/Fax/Cellular. Employees will be reimbursed for all actual telephone and fax expenses incurred on District business. Telephone bills should identify which calls were made on District business. For cellular calls when the employee has a particular number of minutes included in the employee's plan, the employee can identify the percentage of calls made on public business and be reimbursed for that percentage of applicable charges.

5. Internet. On out-of-town trips, employees will be reimbursed for internet access connection and/or usage fees away from home, not to exceed fifteen dollars (\$15.00) per day, if internet access is necessary for District-related business.

6. Airport and Other Parking Charges. The District will reimburse parking costs based on actual costs or the equivalent of long-term parking rates used for travel exceeding twenty-four (24) hours.

7. Other. Baggage handling fees of up to one dollar (\$1.00) per bag (airport or hotel), airport passenger services (wheelchair), and reasonable gratuities (meals and taxis/transportation service) of up to fifteen percent (15%) will be reimbursed. Expenses for which District employees receive reimbursement from another agency are not reimbursable.

8. Credit Card Use Policy. District employees may use the District's credit card for such purposes as airline tickets, hotel accommodations and expenses directly related to authorized travel. Credit card expenses will be periodically reviewed by the Board or the General Manager. Each credit card holder will, as part of that individual's expense report, document compliance with this expense policy. Receipts documenting expenses incurred on the credit card and compliance with this policy must be resubmitted within ten (10) business days of the end of use.

District credit cards may not be used at any time for personal expenses, even if the employee subsequently reimburses the District.

9. Expense Report Content and Submission Deadline. All credit card expenditures and expense reimbursement requests must be submitted on an expense report form provided by the District. This form shall include the following advisory:



All expenses reported on this form must comply with the District's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the District's policies may include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability.

Expense reports must document that the expense in question met the requirements of this policy. For example, if the meeting is with a legislator, the employee should explain whose meals were purchased, what issues were discussed and how those relate to the District's adopted legislative positions and priorities.

Except as required sooner by this policy, employees must submit their expense reports within thirty (30) calendar days of an expense being incurred, accompanied by receipts documenting such expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation. The inability to provide such documentation in a timely fashion may result in the expense being borne by the employee.

10. Verification of Expense Reports. All expenses are subject to verification that they comply with this policy. The Board of Directors, the General Manager, the Finance Director, or the Executive Committee of the Board of Directors may request additional documentation or explanation of individual expenditures for which reimbursement is requested by an employee.

11. Compliance with Laws. District employees should keep in mind that some expenditures could be subject to reporting under the Political Reform Act and other laws. Records of all District expenditures and documentation regarding expense reimbursements are public records subject to disclosure under the Public Records Act.

12. Violation of this Policy. Use of public resources or falsification of expense reports in violation of this policy may result in any or all of the following:

- a. Loss of reimbursement privileges;
- b. A demand for restitution to the District;
- c. The District's reporting the expenses as income to the employee, to State and Federal tax authorities;
- d. Civil penalties of up to one thousand dollars (\$1,000.00) per day and three (3) times the value of the resources used; and/or prosecution for misuse of public resources.

## **Rule 20                      Vehicle Use Policy**

A. Statement of Policy. Transportation is often required for employees and other officials of the District to conduct business. It is at the District's sole discretion whether a District vehicle is provided or another form of transportation is used. The General Manager has the responsibility for administration of this policy and for making decisions regarding specific vehicle use as outlined in this Rule. The Fleet Maintenance Supervisor is responsible for managing the District's vehicle fleet by working

with departments to maximize District vehicle utilization, fleet maintenance, and by managing the acquisition and disposal of District vehicles. This policy does not supersede rules and regulations mandated by the Federal Department of Transportation, the California Highway Patrol, or other applicable agencies.

B. Driver's License and Automobile Insurance. No employee shall operate any District vehicle unless he/she possesses a valid California driver's license for the specific vehicle used by the employee. If the employee uses a private vehicle in the course and scope of his/her duties, the employee shall maintain automobile insurance on the private vehicle at all times in accordance with coverage's and any minimum liability requirements imposed by Human Resources. The District reserves the right to require employees to produce proof of insurance upon demand.

C. Driver's Training. The District's insurance policies require that every employee who operates a District vehicle receive regular driver's training. Employees may not operate District vehicles without having satisfied this requirement.

D. Seat Belt Policy. The District requires all employees to wear seat belts, whenever they drive or ride in District vehicles, or when traveling in their own vehicle on District business. When driving, employees are responsible for requiring passengers to fasten their seat belts before operating the vehicle.

E. Use of Cell Phones or Electronic Wireless Communication Device While Operating a Motor Vehicle.

1. No employee shall use a cell phone while driving or otherwise operating any District motor vehicle unless the employee uses a hands-free device. This provision applies to the employee's operation of any District vehicle whether or not the employee is on duty or performing a District-related function. The prohibition on cell phone use also applies to any employee while he/she is operating a personal vehicle on District business or otherwise performing a District-related activity. "Operating" includes, but is not limited to, while the employee is stopped at a stop-light or intersection.

2. No employee shall use any kind of electronic wireless communication device for the purpose of texting (including sending, receiving or reading messages or communications) while driving a District vehicle whether or not on duty or performing a District-related function, or while driving or operating a personal vehicle on District business or otherwise performing a District-related activity. "Operating" includes, but is not limited to, while the employee is stopped at a stop-light or intersection. "Electronic wireless communication device" includes cell phones, blackberries, laptop computers, PDA's, or other electronic devices of any kind whatsoever.

3. The sole exceptions to this Rule are in the event of an emergency to contact emergency personnel (police, fire or ambulance) for assistance, and employees operating field vehicles equipped with radios for internal communication may lawfully use such radios while driving so long as it is safe to do so.

4. Violation of this Rule constitutes grounds for discipline of an employee, up to and including termination from employment. It may also subject the employee to criminal liability independent of any action taken by the District.

F. Accidents Involving District Vehicles and/or Employees. In the event of an accident or property damage to an employee's vehicle, employees using a personal automobile for authorized travel in conducting District business must rely on personal assets, including insurance, for financial protection. Although District interests are protected by insurance, the District provides no insurance and assumes no liability to protect employees against damage to the employee's personal automobile or for damage to the property of others for death or personal injury to others as a result of an employee using a personal automobile in conducting District business. It is the express policy of the District that all liability and or property damage incurred while use of a personal vehicle on District business either in route, parked at District facilities, or while in engaged in District business at non-District facilities, falls entirely on the employee.

G. Coverage for Injuries. Employees suffering injury, dismemberment or death arising from an accident incurred in the performance of District business shall be covered under the terms of the California Workers' Compensation laws and current District Workers' Compensation policies.

## **Rule 21        Vehicle Policy and Procedure**

A. Purpose. To establish the Mission Springs Water District's general requirements, procedures, and guidelines for vehicle use in order to provide efficient, cost effective delivery of service. This policy addresses both District and privately owned vehicles used by District employees during the conduct of official District business.

B. Definitions. For the purpose of this policy, the following definitions of terms apply:

1. ***Assigned Vehicle*** means any District vehicle assigned to a specific department or employee.

2. ***Authorized Person*** means any employee authorized by a department head to use District vehicles for official District business.

3. ***District Boundaries*** means the physical/political boundary lines of the District.

4. ***District Vehicles*** mean all of the District-owned or leased vehicles or motorized equipment used to conduct official District business.

5. ***Employer Pull Notice Program*** means a program authorized by the California Vehicle Code (CVC) Section 1808.1, showing an employee's current driving record and any action taken against the employee's driving privilege during a calendar year.

6. ***Fleet Maintenance Supervisor*** means a designated employee assigned to maintain and coordinate certain aspects of departmental vehicle and equipment assignments.

7. ***Non-District Employee*** means any person not employed by the District.

8. ***Official District Business*** means any business conducted on behalf of the Mission Springs Water District.

9. **Operating Expenses** means all expenses directly related to maintaining a District vehicle in a safe operating condition i.e., fuel, tires, repairs, and preventative maintenance.

10. **Pool Vehicle** means a District vehicle available for use on a temporary basis by any of the District's departments.

11. **Preventative Maintenance** means a systematic approach to provide scheduled maintenance at recommended intervals for all District vehicles.

12. **Privately Owned Vehicle** means any vehicle not owned or leased by the District or any other governmental agency.

13. **Replacement Criteria means criteria including but not limited to** mileage or service hours, age, and mechanical condition of the District vehicle.

14. **Special Purpose Vehicles** means District vehicles that are used in restricted areas and/or require special equipment or attachments to perform specific job functions.

15. **Vehicle Allowance** means authorization by the District's General Manager for a District vehicle to be taken home by a District employee, subject to I.R.S. regulations.

C. General Guidelines.

1. The use of District vehicles shall be limited to official District business and work activities. Vehicles shall be operated in accordance with all safety and legal requirements of the District, County, State, and/or any jurisdiction in which they are operated.

2. Use of District vehicles for personal business is prohibited. However, *de minimis* use of District vehicles is allowed when it is more practical to drive directly from the job site to a personal destination than to return to the District office/yard to retrieve a privately owned vehicle. *De minimis* use is defined by the IRS as a short detour while en route on an infrequent basis. A common example is driving to a nearby location to purchase lunch while working in the field.

3. Responsibility for maintaining District vehicles shall reside under the central direction of the Fleet Maintenance Supervisor.

4. District vehicles shall only be operated by an official or employee of the District and shall only be used to transport individuals and equipment directly related to official District business. Non-District passengers shall only be transported in District vehicles with prior approval by a department head or the General Manager.

5. The use of tobacco products is prohibited in District vehicles. District department heads shall be responsible for implementing this policy and ensure all employees within their department are aware of and comply with this policy. A copy of this policy shall be made available to employees who drive District vehicles.

6. District vehicles and/or equipment shall not be taken outside the District's

boundaries without prior approval by a department supervisor.

7. Departments may have more specific operating instructions or guidelines based on the usage of vehicles within each department. Departmental operating instructions or guidelines shall not conflict with this District Policy, and in the event of any conflict, the provisions of this District Policy shall prevail.

D. Driver Responsibility.

1. Every driver must comply with all provisions of this policy including obeying traffic laws and the safe operation and proper care of District vehicles while in his/her custody. This includes the use of seatbelts by the driver and all passengers, the possession of a valid California driver's license of the proper class, and delivery of the District vehicle to Fleet Maintenance when preventative maintenance service is due.

2. The driver shall perform the following checklist duties at the beginning of each workday:

- a. Check engine oil,
- b. Check coolant level,
- c. Check brake fluid level and brake operation,
- d. Check running lights and headlights,
- e. Check horn,
- f. Check turn signals,
- g. Check tire condition and pressure,
- h. Check windshield wipers.

In addition, the exterior and interior of the District vehicle should be checked for damage. Any damage or irregularity should be reported to the employee's supervisor and the Fleet Maintenance Supervisor. If the District vehicle is not in a safe, operable condition, the driver must immediately notify his/her supervisor and the Fleet Maintenance Supervisor.

If the District vehicle malfunctions during a trip, or during operation at any time, the employee's supervisor and Fleet Maintenance should be notified for road service. The driver shall turn in the District vehicle to Fleet Maintenance when notified that preventative maintenance is due.

3. Drivers must notify their supervisors of any change to the status of their driver's licenses before driving any District vehicle for official District business, or any private vehicle for official District business. As used herein, the phrase "change in status" includes but is expressly not limited to suspension or revocation of the employee's driving privileges or any restriction on the employee's driving privileges. An employee who receives a traffic or parking citation while operating a District vehicle for official District business, or while operating a private vehicle on official District business, must report such citation to his/her supervisor by the end of the employee's work shift or upon the employee's actual return to the District, whichever occurs first. Payment of any fees, penalties, or fines for such citation is the responsibility of the driver.

4. Employees may be held personally liable when they act outside the course

and scope of their assigned duties (including illegal activities), and cause damage to other persons and/or their property while driving a District vehicle. In such a case, the District will determine whether it is appropriate to make a claim against the employee. Persons not pre-authorized for official District business, including family members and non-District employees, shall not ride in or drive District vehicles, or in private vehicles while the employee is performing official District business. The District is not responsible for damage caused by, injury caused by, or any injury to an unauthorized person riding in or driving a District vehicle for any reason, or any unauthorized person riding or driving a private vehicle for any reason while the employee is on official District business. Nothing in this paragraph is intended to prevent any District employee from being dropped off or picked up from work by a family member or other non-employee.

E. Employer Pull Notice Program.

1. California Vehicle Code (CVC), Section 1808.1, authorizes the District to enroll all District employees in the Employer Pull Notice (EPN) program if an employee's job may include the operation of any District vehicle that requires a valid California driver's license of any Class. A record will be generated and mailed automatically to the District for newly enrolled drivers, and annually or upon action/activity for currently enrolled drivers.

2. Action or activity is defined as any conviction, failure to appear, accident, driver's license suspension or revocation, or any other action taken against the driving privilege or certificate of the employee. Reports include the employee's traffic violation point count, and whether the employee has been convicted of a violation of CVC Section 23152 (misdemeanor drunk driving) or Section 23153 (felony drunk driving). Each employee shall complete and sign a Release of Driver Information form, which shall be kept by the Human Resources Department. The Human Resources Department is responsible for maintaining current forms and collecting the reports from the DMV.

3. Upon termination of employment, the District shall notify DMV to discontinue the employee's enrollment in the EPN program.

F. Accident Procedures.

1. At the site of an accident, the following steps should be taken:

- a. Do not move the vehicle unless the accident is minor and the traffic is heavy, or the vehicle presents a serious hazard to other vehicles, or instructed to do so by law enforcement personnel,
- b. Find out if anyone is injured,
- c. Use any available warning devices,
- d. Call the local law enforcement authority. Contact the District and your supervisor. If an emergency, call 911 and identify yourself as a District employee on official District business,
- e. Obtain and exchange witness information such as name, address, phone number, and insurance District (do not rely on the police report),
- f. Do not discuss the accident with anyone except the investigating police officer, Human Resources, your department head, or supervisor,
- g. Have your vehicle operator's license, vehicle registration card, and insurance information available,

- h. Do not admit responsibility/liability for the accident,
- i. Sign nothing but a police accident report or citation, if necessary,
- j. Take pictures of the accident and all parties involved if possible.

2. After the law enforcement report is complete proceed as follows:

- a. If the District vehicle is operable, drive it directly to the District's maintenance facility for a mechanical safety inspection,
- b. If the District vehicle is inoperable, contact Fleet Maintenance for instructions (during and after work hours emergency telephone numbers are kept in the vehicle glove compartment).

3. A District accident report form is located in the glove compartment of each District vehicle or available from Fleet Maintenance. An accident report form shall be filled out immediately by the vehicle driver or their supervisor if the driver is unable to do so because of injury. The completion of the accident report form is to provide information regarding the other vehicles in the accident, drivers or property involved, witnesses, weather conditions, road conditions, names, phone numbers, addresses, and insurance policy of the other party, and other pertinent information. The accident form shall be given directly to Human Resources immediately.

4. In the event a driver or passenger is injured while driving or riding in a District vehicle on official District business, the injured employee should receive medical treatment. The incident should be immediately reported to the injured party's supervisor. If the injury is serious or life threatening, the injured party should be taken to the nearest hospital by ambulance. If the injury is not serious or life threatening, the injured party should be seen by the District's recognized occupational medical providers, unless a personal physician has been pre-designated. The injured party's supervisor will complete the On-the-Job Injury form and turn it in to Human Resources for processing.

5. In the event of an accident, covered employees subject to DOT policies and procedures shall be required to take a drug and alcohol test if the employee receives a citation for a traffic violation arising from the accident or if the accident involves the loss of life. Drug and alcohol testing procedures can be found in the DOT Drug and Alcohol policy. Both covered and non-covered employees are also subject to all drug and alcohol testing as detailed in MSWD's Drug and Alcohol Policy, including post-accident testing, as appropriate.

G. Refueling and Washing.

1. District vehicles should be refueled at District owned fueling stations. All District vehicle and equipment fuel tanks shall be full at the end of each workday. When traveling in a District vehicle outside the District's boundaries and refueling is required, use personal funds and request reimbursement.

2. District vehicles shall be washed at the District Corporation Yard. The interior of all District vehicles shall be kept clean and free of trash and debris.

## **SECTION 4: HOURS OF WORK, HOLIDAYS AND LEAVE**

### **Rule 22           Hours of Work, Overtime, Compensatory Time and Standby Time**

A.     Work Week. A regular schedule of forty (40) hours in a seven (7) day period, based on the employee's regular 9/80 or other established work week, the scheduling of which may vary from time to time based on the workforce needs of the District as determined by the General Manager; but no modification of the work schedule may impose additional financial burden on the District. A 9/80 workweek is when an employee works eight 9-hour days and one 8-hour day in a two-week period with one day off every other week that corresponds with the 8-hour day. The General Manager or his designee shall assign each employee of the District a regular work week. Each workweek for administrative employees begins at noon on Friday and ends the following Friday at 11:59 a.m. Each workweek for field employees begins at 11:00 a.m. on Friday and ends the following Friday at 10:59 a.m.

B.     Work Schedules. Every employee shall have an approved work schedule, which is established by Human Resources and approved by the Appointing Authority. Management reserves the right to set schedules to accomplish the work tasks of the District. No alternative work schedule shall be proposed or approved which imposes an additional financial burden on the District for overtime or otherwise.

C.     Pay Periods. All employees shall be paid every two (2) weeks. A pay period is fourteen (14) consecutive days. Week 1 starts on a Friday mid-shift with 4 hours worked by administrative employees and 2.5 hours worked by field employees, and shall end on a Friday mid-shift with 4 hours worked by administrative employees and 5.5 hours worked by field employees in Week 2. This provides for 40 hours within each workweek. For example, an employee who is regularly scheduled to work Monday through Thursday from 7:30 a.m. to 5:30 p.m. and alternating Fridays from 8:00 a.m. to 5:00 p.m. with a one (1) hour meal period, this employee's workweek begins at 12:00 p.m. on Friday and ends two (2) weeks later on a Friday at 11:59 p.m. In this example, the employee works nine (9) hour workdays Monday through Thursday, and eight (8) hour workday on alternating Fridays (beginning of the pay period), and has alternating Fridays off. Step increases or promotions shall be effective at the beginning of the pay period in which they fall.

D.     Overtime.

1.     Overtime Definition and Rates of Pay. All nonexempt employees will receive overtime pay in accordance with applicable law for all hours worked over their regularly scheduled hours pursuant to the 9/80 workweek adopted by the District, i.e., all hours over forty (40) hours per week.

Overtime will be computed on actual minutes worked, adjusted to the nearest 15-minute increment.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Certain types of pay are excluded from the calculation of employees' regular rates of pay for purposes of determining the number of overtime compensation due because they are payments made for periods when no work is performed. Those types of pay include: vacation, holiday, sick, reporting time, jury duty, pay for bereavement leave, and/or discretionary bonuses.



There may be exceptions to the above overtime computations for nonexempt employees who are subject to an Alternative Workweek Schedule.

2. Makeup Time. Nonexempt employees may make up work time that is or would be lost as a result of personal obligations if the time is made up during the same workweek in which the work time is lost. A nonexempt employee will be permitted to make up work time only if the employee submits a signed written request to make up the lost time and the employee's direct supervisor approves the request in advance. Nonexempt employees will not be paid overtime for performing makeup work unless they work more than 11 hours in a workday or more than 40 hours in the workweek.

3. Prior Authorization Required.

- a. Prior authorization for overtime is required. Employees may not work outside of scheduled working hours or during unpaid meal periods, without the prior written authorization of a supervisor.
- b. In certain limited situations, overtime may be authorized retroactively. Overtime may be authorized under the following circumstances:
  - (1) In emergency situations (generally caused by inclement weather or disaster).
  - (2) To complete projects which are begun one day and would be difficult, awkward or impossible to complete during regular working hours the next day.
  - (3) In situations where a job completion is deemed essential by the Department Head or General Manager.

4. Overtime Worked on Call Back or on Regularly Scheduled Vacation Days or District Holidays. Non-exempt employees called from home to perform overtime work, or required to work on a regular District holiday or on a scheduled vacation day, shall be entitled to overtime compensation in accordance with the requirements of the law.

5. Compensatory Time. Nonexempt employees may elect to accumulate compensatory time in lieu of overtime pay. Compensatory time will be calculated at the rate of one and one-half (1.5) hours of compensatory time for every hour of overtime worked. Employees may accrue up to a maximum of 40 comp time hours. Any time accrued over 40 hours will be paid as overtime during the next available pay period with no more additional comp time permitted until the accrued time is taken and/or paid as overtime. At the end of the fiscal year in which compensatory time is earned, unused compensatory time will be paid as overtime at the employee's regular rate of pay. Additionally, unused compensatory time will be paid out upon termination pursuant to the FLSA. Compensatory time may be used with prior approval from supervisor. Request for use of compensatory time will be permitted as long as it does not unduly disrupt the district's operations.

E. Standby Time. Standby means a period of time outside an employee's regularly scheduled work hours during which the employee is required to remain available (on-call) for emergencies, after-hour customer calls, monitoring of the SCADA system via computer and responding

to alarm calls. The on-call period is to be determined by the employee's direct supervisor. The supervisor shall be responsible for preparing an on-call schedule. To the extent feasible, given the work force available, exempt employees shall not be placed on the on-call roster. In the event that an employee does not wish to serve standby time, with the supervisor's consent, the employee may be excused if another worker volunteers to serve in the employee's place. This rule does not apply if the employee seeking to be excused is on sick leave.

Other than the response time described below, the standby employee is free to use the off-duty time without restriction. The employee shall carry a District issued mobile phone, as determined by the District, while on standby. The employee is expected to respond to a call for service between 30 to 45 minutes from receipt of the call; however, such time may be extended upon mutual consent of the employee and Supervisor.

All time spent on call-backs during a standby period is compensable. Time worked includes a reasonable time for travel both to and from the worksite. If while on standby, the employee engages in work (i.e., responds to a call), all time spent by the employee performing his or her job duties or otherwise responding is compensable time and must be paid. Employees must keep accurate records of time worked while on call and report such time to the District. The reporting obligation includes the amount of time it took the employee to respond to the call even if it is determined that no service is required.

When on standby, the employee is entitled to receive the minimum standby pay in addition to overtime pay. The minimum standby compensation is 1.5 hours overtime calculated based on the employee's regular rate for each day of standby duty served Monday through Friday, and 3.0 hours calculated based on the employee's regular rate for each day standby duty is served on Saturday, Sunday, District holidays and on the employee's schedule day off under the 9/80 schedule. In addition to the minimum compensation set forth above, each employee on standby is entitled to overtime pay at the applicable rate for time worked.

The following two groups of employees at the District are requested to perform standby duties:

1. Group 1 employees, consisting of construction/maintenance, wastewater and service employees, receive calls via a District issued mobile phone. Group 1 employees use a District vehicle to travel to the worksite, analyze the issue(s) and make the necessary repairs. Group 1 employees receive overtime pay at the applicable rate for the hours worked, including travel time and responding by telephone, in addition to the standby minimum pay. Group 1 employees serve on standby for a 7-day period.

2. Group 2 employees, consisting of production employees, or other employees designated by the General Manager, receive calls for service via a District cell phone. When an alarm sounds, the Group 2 employee logs into the District issued laptop computer or tablet, with mobile internet access, resets the alarm and/or makes another type of adjustment. In addition to the minimum standby pay, for each call that requires a Group 2 employee to log into the computer, the Group 2 employee is compensated a minimum of fifteen (15) minutes of overtime pay. The employee shall report to the District the number of calls to which he/she responded during the standby shift, in addition to the time worked on each call by the employee. In addition to the minimum standby pay, the employee shall be compensated a minimum of fifteen (15) minutes for each call, and all time in excess of 15 minutes per

call, at the applicable overtime rate.

F. Employees on Modified Duty. Employees on modified duty/restricted duty cannot pull overtime, stand-by or call-back duty until the modified duty/restricted duty has been removed and/or lifted by the treating physician. The treating physician must forward a letter to Human Resources or to the employee's supervisor that the employee's condition is resolved and that he or she is permanent and stationary and can perform all the functions of his or her job.

### **Rule 23      District Paid Holidays**

A. With the exceptions provided herein, holidays for employees covered under these Rules shall be as follows:

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

Any day appointed by the Governor of the State of California as a special holiday that falls on a normally scheduled workday.

In addition, after six (6) full months of service in the initial calendar year of employment for new employees, and at the beginning of each calendar year for regular employees, a credit of twenty seven (27) hours of Holiday is given. These hours can be used at the employee's option with prior approval of the employee's supervisor. These hours expire at the end of each calendar year and are not carried over.

B. Holidays on Weekend Days. Holidays falling on Sunday will be observed on the following Monday. Holidays falling on Saturday will be observed on the preceding Friday.

C. Part-Time Employees. Part-time employees regularly assigned to work more than twenty (20) hours shall receive holidays prorated by comparing the time worked to forty (40) hours. Temporary part-time employees regularly assigned to work twenty (20) hours or less are not entitled to holidays.

D. Religious Observances. Any employee may attend religious observances with prior approval from his/her supervisor. Such time will be charged against accrued vacation or other accrued leave, as available.

E. Probationary Employees. Probationary employees shall be granted holidays as they fall within the probationary period.

F. Seasonal, Temporary and Emergency Employees. Seasonal, temporary and emergency employees shall not receive holiday pay.

G. Employees Required to Work on Holidays. An employee who is required to work on a day observed by the District as a holiday shall receive his/her regular straight-time hourly rate of pay for all hours worked on said holiday, in addition to any holiday pay he/she is eligible to receive, in lieu of time off for said holiday.

#### **Rule 24            Attendance, Leaves, Reports, and Records**

A. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. Any unauthorized absence may be cause for disciplinary action, up to and including discharge from employment. An authorized absence is one that has been approved by a Supervisor in writing prior to the absence, unless prior authorization was not possible due to an emergency.

B. All departments shall keep daily attendance records of employees which shall be reported to Human Resources in the form and on the dates he/she shall specify. An employee who is absent from work for a period of four days or more, without authorization, may be subject to discipline, up to and including separation from employment with the District on the basis of job abandonment.

C. Repeated lateness will also subject an employee to discipline, including suspension and possible termination.

#### **Rule 25            Vacation Leave**

A. Vacation Accrual. All regular, full-time employees, including probationary employees, shall accrue vacation days commencing on their first day of employment, according to the following schedule, and with the exceptions noted below.

<u>Years of Service</u>	<u>Vacation Hours</u>
1st through 5 <sup>th</sup> year	96 hours
6 <sup>th</sup> through 10 <sup>th</sup> year	136 hours
11 <sup>th</sup> through 15 <sup>th</sup> year	160 hours
16 <sup>th</sup> year and beyond	184 hours

Vacation leave shall accrue from the employee's date of hire. New, probationary employees may use accrued vacation after six (6) months of continuous employment with the District.

Part-time employees regularly assigned to work more than twenty (20) hours shall receive vacation pro-rated for the time worked as it compares to forty (40) hours. Part-time employees regularly assigned to work twenty (20) hours or less do not receive or accrue vacation leave. Seasonal, temporary and emergency employees do not receive or accrue vacation leave.

B. Vacation Postponement/Accrual. Supervisors should make an effort to ensure employees are taking timely annual vacations. The maximum vacation hours an employee can carry over at the end of the calendar year shall not exceed two (2) times the employee's current annual entitlement (calculated by multiplying the employee's bi-weekly accrual by 52). At the end of the calendar year, all hours over the maximum shall be cashed out. Alternatively, upon written approval by the General Manager, an employee may be allowed to carry over excess vacation hours provided such approval is obtained from the General Manager prior to the commencement of the succeeding calendar year.

C. Holidays within Vacation Period. Holidays falling within the vacation period shall not be considered as part of an employee's vacation. Whenever a holiday falls within an employee's vacation period, an extra day may be added to his/her regular vacation period, or used at the discretion of the employee with approval of the General Manager. Illness during a vacation period shall not be considered sick leave.

D. Scheduling of Vacation Leave. Each employee is required to take an annual vacation of seven consecutive days per calendar year. This requirement is effective beginning the first of January after the date of hire. This 7-day period can include weekends, holidays, vacation, optional, or exempt leave. Vacation leave will be taken at the convenience of the District. Employees must obtain prior approval of their vacation leave from their immediate supervisor and/or Department Head before utilizing vacation leave.

E. Personal Time. Personal need for time off from scheduled work shall be considered as unscheduled vacation leave and will be paid to employee from accrued vacation balance.

F. Vacation Cash Out Procedure. Per calendar year, an employee may request any amount of vacation accrual they have on the books (to be paid at their current rate of pay), providing the employee has taken vacation according to Rule 25.D above.

## **Rule 26**      **Sick Leave**

In order to help prevent loss of earnings that may be caused by accident or illness, the District has established paid sick leave.

A. Eligibility. An employee qualifies to accrue paid sick leave under this policy upon the start of the employee's employment. In addition, employees may take paid sick leave accrued under this policy if they have worked for the District for at least 90 calendar days.

B. Leave Usage. Paid sick leave may be used for the diagnosis, care (including preventive care), or treatment of an existing health condition of an employee and certain family members of the employee.

A family member includes a child, parent, spouse, domestic partner, grandparent, grandchild, or sibling. For purposes of this policy, a "child" means a biological or adopted child, a foster child, a step-child, a legal ward, or a child to whom the employee stands *in loco parentis*. Similarly, a "parent" under this policy means a biological or adoptive parent, a foster parent, a step-parent, an employee's legal guardian, a legal guardian of an employee's spouse or domestic partner, or a person who stood *in loco parentis* when the employee was a minor child.

Employees who are victims of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law.

Employees using paid sick leave must do so in minimum increments of 30 minutes. Employees will be paid for sick leave not later than the payday for the next regular payroll period after the sick leave was taken. Finally, an employee will not be required to search for or find a replacement if the employee is taking paid sick leave under this policy.

C. Compensation For Sick Leave Paid sick days ordinarily are paid at the employee's normal rate of pay earned during regular work hours. Employees separating from employment who are rehired within one year from the date of separation will have their previously accrued and unused paid sick days reinstated. The employee also will begin accruing paid sick leave upon re-hire (assuming the employee's bank is below the applicable cap). In addition, if the employee is re-hired within one year from the date of separation, any number of days that the employee previously worked for the District will be credited toward the 90 calendar days that an employee must have worked for the District before being eligible to use paid sick leave under this policy.

D. Approval If the need for paid sick leave is foreseeable (e.g., scheduled routine medical appointments), the employee must provide reasonable advance notice. If the leave is not foreseeable, the employee must provide notice of the leave as soon as practical. When requesting sick leave, employees should not disclose any private medical information or any other confidential personal information.

E. Non-Retaliation or Discrimination The District strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using paid sick leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to Human Resources, supervisors, and/or department heads.

1. Sick Leave Accrual for Full-Time Regular Employees

- a. All full-time regular employees (including salaried employees) shall accrue paid sick leave at the rate of eight (8) hours per month (ninety-six hours per year), or major fraction thereof. Probationary employees shall accrue sick leave but may not utilize such leave during the first ninety (90) days of employment.
- b. An employee who is exempt from overtime requirements as an administrative, executive, or professional employee under a wage order of the Industrial Welfare Commission is deemed to work 40 hours per workweek, unless the employee's normal workweek is less than 40 hours, in which case the employee shall accrue paid sick days based upon that normal workweek.
- c. Unused accumulated sick leave may be carried over into the next calendar year, provided, however, an employee's accumulated sick leave does not exceed six hundred (600) hours.

- d. Annual Sell Back. Employees may receive compensation for unused sick leave, per fiscal year as follows:
  - i. An employee must maintain a one hundred forty-four (144) hour base (but may not exceed six hundred (600) hours) of sick leave in order to sell back to the District the sick leave hours accrued during the year which exceed 50% of the total sick leave hours accrue during that calendar year, providing the employee did not use more than forty eight (48) hours of sick leave during said year.
  - ii. An employee may choose, instead, to accumulate up to six hundred ninety-six (696) hours with the understanding that all hours earned over six hundred (600) by the end of the calendar year must be sold by the employee to the District.
  - iii. Compensation for unused accumulated sick leave will be made the second pay period in January of each year at the employee's current rate of pay. Sick leave for which the employee receives compensation will be deducted from the employee's accumulated total. If desired and eligible, in lieu of cash payment, the accumulated time may be added to the employee's vacation time at the discretion of the immediate supervisor and subject to approval by the General Manager.
- e. At termination or retirement (per Minute Motion 2003-37). Employees hired prior to July 1, 2020, shall be compensated for fifty percent (50%) of unused sick leave at his/her termination in good standing or retirement, provided he/she has been employed by the District for at least ten (10) consecutive years; sixty percent (60%) after eleven (11) consecutive years of employment; seventy percent (70%) after twelve (12) consecutive years of employment; eighty percent (80%) after thirteen consecutive years of employment; ninety percent (90%) after fourteen consecutive years of employment; and one hundred percent (100%) after fifteen (15) consecutive years of service. Upon being compensated for accrued sick leave at time of termination or retirement, the employee shall be deemed to have no remaining accrued sick leave. Therefore, should employee be rehired within a year, there shall be no reinstatement of accrued sick leave.
- f. At termination or retirement, employees hired on or after July 1, 2020 shall be compensated for ten percent (10%) of unused sick leave at his/her termination in good standing or retirement, provided he/she has been employed by the District for at least eleven (11) consecutive years; twenty percent (20%) after twelve (12) consecutive years of employment; thirty percent (30%) after thirteen (13) consecutive years of employment; forty percent (40%) after fourteen (14) consecutive years of employment; and fifty percent (50%) after fifteen (15) consecutive years of

employment. Upon being compensated for accrued sick leave at time of termination or retirement, the employee shall be deemed to have no remaining accrued sick leave. Therefore, should employee be rehired, there shall be no reinstatement of accrued sick leave.

2. Sick Leave Bank for All Other Employees, Including Temporary, Extra Help, Part-Time, and Seasonal Employees, Who Work 30 or More Days Within A Year

- a. Temporary, extra help, part-time, and seasonal employees who worked 30 or more days in California within a year from when employment commences, shall be entitled to sick leave.
- b. Employees who qualify for sick leave under this section are entitled to use accrued sick days beginning on the 90<sup>th</sup> day of employment. Temporary, extra help, part-time, and seasonal employees shall receive 24 hours (or three (3) days) of sick leave in their sick leave bank immediately upon commencement of employment, whichever occurs first. Unused sick leave at the end of the calendar year may not be carried forward and sick leave may not be cashed out. Thereafter, at the beginning of each subsequent calendar year, the employee shall begin the year with 24 hours (or three (3) days) in their sick leave bank.

3. Use of Sick Leave

- a. Observed holidays occurring during sick leave shall not be charged against an employee's accrued sick leave.
- b. If the District does not receive sufficient information from an employee regarding the reason for an unexpected and unscheduled absence, the unexpected and unscheduled absence will be deducted from the employee's accrued sick leave unless the District and the employee agree otherwise.

4. Supervisory Discretion to Relieve Employees from Duty. Supervisors shall have the discretion, with concurrence of the General Manager, to place employees on sick leave when, in the reasonable judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's essential duties. Unless the law provides otherwise, leave under these circumstances will be unpaid unless the employee elects to use available sick time.

- a. Unless it is determined that an employee was absent for a qualifying condition under controlling law (e.g., the HWHFA, FMLA, CFRA, etc.) the following shall apply:
  - i. An employee taking three or more unauthorized sick leave days in one quarter will be subject to discipline at the discretion of the General Manager or his/her designee. ("Unauthorized" means leave that has not been previously approved by a supervisor or



which does not constitute an appropriate use of sick leave in the discretion of management.)

5. Effect of Absence on Vacation Leave. Sick leave shall not be granted to allow any employee to permit the extension of the employee's vacation. Any full-time regular employee who has been absent from work for at least 30 days will stop accruing sick leave starting the 31<sup>st</sup> day of the absence.

6. Sick Leave Use – General Rules and Procedure. When an employee is incapacitated from the performance of his/her duties for reasons that entitle him/her to the use of sick leave not otherwise governed or restricted by the federal Family Medical Leave Act ("FMLA"), the Healthy Workplaces, Healthy Families Act of 2014 (HWHFA), or the California Moore-Roberti Family Rights Act ("CFRA"), or other applicable provisions of State or Federal law, the following rules shall apply:

- a. The employee shall make an effort to notify his/her supervisor within thirty (30) minutes of the beginning of the work day that the employee is absent. If the employee is unable to contact his/her supervisor, he/she shall make an effort to notify Human Resources of the absence.
- b. An employee shall be responsible for informing his/her supervisor of his/her health status until he/she returns to work.
- c. Sick leave benefits may be taken in 30 minute increments.
- d. An employee who is absent on sick leave for more than one (1) day shall keep his/her immediate supervisor informed as to the date the employee expects to return to work.
- e. When approved in advance, paid sick leave may be used to attend medical, dental, or optical examinations or treatments to the extent such appointments cannot be scheduled outside the work day.
- f. Any employee who is receiving Paid Family Leave benefits during a sick leave must exhaust up to 2 weeks of his/her accrued vacation benefits. Employees, at their discretion, may use any accrued but unused sick time.
- g. Sick leave shall run concurrently with all other health-related but non-sick leave benefits, including, but not limited to, leave for work related injuries.
- h. The District reserves the right to request fitness for duty certification if employee has been out on sick leave. Failure to provide such certification in response to the District's reasonable request may result in denial of reinstatement.
- i. If an employee calls the District to report his/her absence for that same day due to a reason that qualifies for sick leave under this policy, the District will designate the absence as a sick day. If the reason for the absence does not qualify as a sick leave reason, the employee's supervisor will determine the appropriate designation for the absence.

## **Rule 27      Family Care Leave and Other Types of Leaves**

A. INTRODUCTION

The District provides (1) family care, medical, and military family leave for up to 12 or 26 weeks per year, depending on the reason, in accordance with the California Family Rights Act ("CFRA") and the federal Family and Medical Leave Act of 1993, as amended ("FMLA"); (2) pregnancy leave for up to four months in accordance with the California Fair Employment and Housing Act ("FEHA"); (3) disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act ("ADA") or the FEHA; and (4) leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact Human Resources.

B. FAMILY CARE, MEDICAL AND MILITARY FAMILY LEAVE

1. Eligibility To be eligible for family care, medical, and military family leave, an employee must (1) have worked for the District for at least twelve months prior to the date on which the leave is to commence; (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave; and (3) work at location with 50 employees or more within a 75-mile radius of the District's next closest facility.

An employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service.

In the case of a pregnancy-related disability or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above requirements. In such circumstances, the employee should contact Human Resources for clarification about his or her rights for other types of leave.

2. Permissible Uses

**"Family care and medical leave"** may be requested for (1) the birth or adoption of an employee's child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, registered domestic partner, spouse, or parent; or (4) an employee's own serious health condition.

- A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either (1) the individual being admitted to a medical care facility with the expectation that the or she will remain at least overnight, or (2) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.
- Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**"Military exigency leave"** may be requested when there is a qualifying military exigency arising out of the fact that an employee's spouse, child, or parent is on covered active duty (or has been notified of an

impending call or order to covered active duty) in the Armed Forces outside of the United States. Qualifying military exigencies include the following:

- *Short-notice deployment* where the employee may take leave to attend any issue that arises from the fact that a military member (whether in the Regular Armed Forces, National Guard, or Reserves) is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered service member receives the notification.
- *Military events and related activities* where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.
- *Childcare and school activities* where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.
- *Financial and legal arrangements* where the employee may take leave to make or update financial or legal arrangements related to the covered service member's absence, such as preparing powers of attorney, wills, transferring bank accounts, and the like, or appearing or acting on behalf of the absent service member in matters related to military benefits.
- *Counseling* where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered service member.
- *Rest and recuperation* where the employee may take up to fifteen days of leave to spend time with a covered service member each time the service member is on short-term rest and recuperation leave during the period of deployment.
- *Post-deployment activities* where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered service member.
- *Parental leave* where the employee may take qualifying leave to care for the parent of a military member, or someone who stood in loco parentis to that military member, when the parent is incapable of self-care. To qualify as parental leave, the need for the leave must arise out of the military member's call to active duty. Further, the leave must be for one of the following purposes: (1) to arrange for alternative care for the parent; (2) to provide care for the parent on an urgent, immediate need basis; (3) to admit or transfer the parent of the military member to a care facility; or (4) to attend a meeting with staff at a care facility for the parent.
- *Additional activities* where the employee may take leave to address other events that arise out of the call to active duty as the District and the employee may agree as to both timing and duration.

**"Military caregiver leave"** may be requested to care for a covered service member if the employee is the covered service member's spouse, child, parent, or next of kin. For purposes of this leave, a covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness.

3. Substitution of Paid Leave Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all family care, medical leaves, and military leaves. Employees are required to substitute sick leave only for the employee's own medical leaves. Employees may elect to substitute sick leave to attend to an illness of a child, parent, spouse or domestic partner of the employee *or* for other types of family care leave. During the time an employee is receiving Paid Family Leave benefits, he/she will be required to exhaust up to 2 weeks of accrued and unused vacation benefits, and employees, at their discretion, may use any accrued and unused sick leave.

4. Amount of Leave

**Family Care, Medical, and Military Caregiver Leave** Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backwards from the date the employee's leave commences.

Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for a pregnancy-related disability or in connection with childbirth. (See below). Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.

**Military Caregiver Leave** Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken.

Spouses who are both employed by the District may take a maximum combined total of 26 weeks in the 12-month period for the care of the service-member and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the service-member.

**Intermittent Leave** Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly the District's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Exigency leave also may be taken intermittently or on a reduced schedule.

5. Leave's Effect on Pay Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to California State Disability Insurance (SDI) when leave is taken for their own serious health condition.

Employees also may be entitled to Paid Family Leave (PFL) benefit payments for up to eight (8) weeks in any twelve month period during leaves to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or

adoption. Employee contributions provide funding for this program. PFL is administered like SDI by the California Employment Development Department. To the extent possible, PFL benefits must run concurrently with family care leave and do not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation before the employee will be eligible to receive PFL.

6. Leave's Effect on Benefits During an employee's family care, medical, and military family leave, the District will continue to pay for the employee's participation in the District's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid leave is substituted for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks (or 26 weeks in the case of a military caregiver leave) for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, the District can recover any health plan premiums paid by the District on the employee's behalf during any periods of the leave.

With regard to other employee benefit plans consisting of disability insurance plans, pension and retirement plans, and supplemental unemployment benefit plans, the District will continue to pay for the employee's participation in such plans to the same extent and under the same conditions as apply to other leaves that are not family care, medical and military family leaves. Specifically with regard to unpaid leaves under this policy: An unpaid leave taken for an employee's own serious health condition will be treated like other unpaid *disability* leaves; unpaid leaves taken for other qualifying family care or medical purposes will be treated like other unpaid *personal* leaves offered by the District. Under any circumstances, however, leave taken for family care or medical leave or military family leave will not be treated as a break in service and will not result in the loss of seniority--even if other paid or unpaid leaves count as a break in service or result in a loss of seniority, or for layoffs, recalls, promotions, job assignments, or seniority-related benefits. Nor will the use of family care, medical or military family leave result in the loss of any employment benefit that accrued prior to the start of an employee's leave. Accrual of sick and vacation benefits stop after 30 continuous days of absence and will resume when employee returns to work.

7. Procedure for Requesting Family Care, Medical and Military Family Leave

**Notice Requirements** Employees must notify Human Resources of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting District operations, and may be requested to reschedule the treatment so as to minimize disruption of the District's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care, medical, military exigency, and military caregiver leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave. To the extent permitted by law, the District reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if an employee has a disability, he or she may be eligible for leave under the Americans with Disabilities Act (ADA) or state law. For more detailed information on extended leaves, please contact Human Resources.

Once the District is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the notice will specify any additional information required as well as the employees' rights and responsibilities. If the employee is not eligible, the District will provide a reason for the ineligibility.

**Certification** Any request for medical leave for an employee's own serious health condition, for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured service-member. Employees generally must provide the required certification within 15 calendar days after the District's request for certification. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the District's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts.

The medical certification for a child, spouse, domestic partner or parent with a serious health condition or for the serious injury or illness of a qualifying service member must include (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

The medical certification for leave for the employee's own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where

medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single leave year, the District may require the employee to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

The District has developed forms for use in obtaining medical certifications that satisfy the requirements of this policy. For military caregiver leave, the District will accept Invitational Travel Orders (ITOs) Invitational Travel Authorizations (ITAs) in lieu of its medical certification form. Where leave is related to a covered veteran's serious injury or illness, the employee may also submit documentation of enrollment in Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the District to support the employee's leave request.

Where permitted by law, if the District has a good-faith, objective reason to doubt the validity of the medical certification provided by the employee, the District may require the employee to obtain a second opinion from a doctor of the District's choosing at the District's expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, the District may require a third opinion, also at the District's expense, performed by a mutually agreeable doctor who will make a final determination. It is the employee's responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

8. Designation of Protected Leave Once the District has enough information to determine whether the leave is FMLA-qualifying, the District will inform the employee if leave will be designated as FMLA-protected and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If the District determines that the leave is not protected, the District will notify the employee.

9. Recertification The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide the District with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification. As part of that request, the District may provide the health care provider with a record of the employee's absence pattern to confirm whether such a pattern is consistent with the need for leave. The employee must provide the requested recertification within 15 calendar days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.

10. Return to Work Certification Where the leave is for the employee's own serious

health condition, the District requires employees to provide medical certification that he or she is released to return to work and able to do so. The District may delay restoring the employee to employment or terminate the employee without such certificate.

11. Leave's Effect on Reinstatement Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. The District may deny reinstatement to employees who are among the highest paid ten percent of all employees employed by the District within 75 miles of the employees' worksite and whose reinstatement would cause substantial and grievous economic injury to the District's operations. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. The District will comply with all applicable laws pertaining to reinstatement of employees, including where required, the reasonable accommodation of employees who have been on an approved leave.

The District complies with applicable family care, medical leave, and military family leave laws. Under the FMLA it is unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. If you have questions, or would like further clarification about your rights under the FMLA or other types of leave, please contact Human Resources. Separately, employees may file complaints of claimed violations of CFRA with the California Department of Fair Employment and Housing (DFEH), which is authorized to investigate such complaints. For more information, visit the DFEH's website at <http://www.dfeh.ca.gov>.

### C. PREGNANCY-RELATED DISABILITY RIGHTS

1. Leaves of Absence, Accommodations, and Transfers Any employee who is disabled by pregnancy, childbirth, or related conditions may take a Pregnancy-Related Disability leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled under Section II of this policy (Family Care, Medical and Military Family Leaves). Pregnancy-Related Disability Leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the District with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

2. Substitution of Paid Leave for Pregnancy-Related Disability Leave An employee taking Pregnancy-Related Disability Leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. The substitution of paid leave for Pregnancy-Related Disability Leave does not extend the total duration of the leave to which an employee is entitled.



3. Leave's Effect on Benefits During a Pregnancy-Related Disability Leave, the District will continue to pay for the employee's participation in the District's group health plans, to the same extent and under the same terms and conditions as would apply had the employee continued in employment continuously for the leave period.

Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid sick leave is substituted for any portion of the leave that is unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

The District may recover from the employee the premiums that the District paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired and the employee's failure to return is for a reason other than: (i) the employee is taking (i.e., has transitioned over to) leave under the California Family Rights Act, unless the employee chooses not to return after the CFRA leave, in which case the District can recover such premiums; (ii) the continuation, recurrence, or onset of a health condition that entitles the employee to Pregnancy-Related Disability Leave, unless the employee chooses not to return after the Pregnancy-Related Disability Leave, in which case the District can recover such premiums; (iii) non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave, in which case the District can recover such premiums, or (iv) other circumstances beyond the employee's control.

It is the District's policy that, similar to other unpaid leaves, during any unpaid portion of a Pregnancy-Disability Leave, employees will accrue employment benefits, such as sick leave, vacation leave, and seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Employee benefits may be continued during the unpaid portion of the Pregnancy-Disability Leave according to the provisions of the District's various employee benefit plans.

4. Return to Work Certification Consistent with the District's practice for other employees returning from a disability leave for reasons other than pregnancy, the District requires that an employee returning from Pregnancy-Related Disability Leave provide a release to return to work from her healthcare provider stating she is able to resume her original job or duties.

5. Leave's Effect on Reinstatement Employees returning from Pregnancy-Related Disability Leave generally are entitled to be reinstated in the same position, subject to certain conditions, and consistent with applicable law.

6. Other Terms and Conditions of Leave The provisions of the District's Family Care, Medical and Military Family Leave policy regarding the leave's effect on pay, notice requirements, medical certification requirements also apply to all Pregnancy-Related Disability Leaves, as well as requests for pregnancy-related reasonable accommodations and transfers. However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion. For the purpose of applying those provisions, an employee's pregnancy-related disability is considered to be a serious health condition.

#### D. OTHER DISABILITY LEAVES

In addition to medical or pregnancy-related disability leaves described above, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability under the ADA or the FEHA. Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled under of this policy.

Disability leaves under this section will be unpaid.

Employees taking disability leave must comply with the Family Care, Medical and Military Family Leave provisions regarding substitution of paid leaves, notice, and medical certification. For the purpose of applying these provisions, a disability leave will be considered to be a medical leave.

If a disability leave under this section extends beyond 12 weeks in a 12-month period, the employee will not be entitled to any continued employer contributions towards any employee benefit plan unless otherwise required by law. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact the Human Resources Department.

#### E. OTHER LEAVES OF ABSENCE

The District also grants eligible employees leaves of absence for military leave, jury or witness duty, certain court appearances, appearances at school or daycare activities, emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel, to vote in a statewide election, for bereavement leave, for leave related to domestic violence, crime victims leave, or leave for the donation of an organ or bone marrow. Unless otherwise required by law, employees will not be paid for such leaves of absence.

Employees wishing to take a leave of absence for one of these reasons should refer to the procedures outlined below or contact.

Military Leave of Absence	The District will grant employees a military leave of absence to the extent required by applicable federal and state law.
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Military Spouse Leave	Qualified California employees will be given up to 10 days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.
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Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of

the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the District with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the District certifying that the military member will be on military leave from deployment.

#### Jury and Witness Duty

The District will provide employees paid time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The District will also provide employees with unpaid time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order.

In accordance with California Code of Regulations section 599.672, employees who receive jury or grand jury service pay from the District may not also receive jury service fees from the State. Said Employees shall complete and submit a Government Waiver Form ("Waiver") to the jury clerk which will stop the jury payment from the State. The employee shall give a copy of the Waiver to the District.

Employees are required to provide reasonable advance notice of the need for jury/witness leave. Employees also are expected to report to work each day or portion of a day they are not performing jury/witness duty.

#### Leave for Educational/ Daycare Purposes

Employees will be granted time off without pay for up to 40 hours per calendar year, but no more than eight hours in any calendar month, to participate in the activities of schools or licensed child daycare facilities attended by their children. Employees must substitute accrued vacation, or any other compensatory time off for purposes of a planned absence under this Section.

Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by the District at the same worksite, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

The District reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.

The District prohibits discrimination against an employee for taking time off under this policy.

Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel

Employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel (which includes an officer, employee, or member of a disaster medical response entity sponsored or requested by the State). Such employees also are entitled for leave of up to 14 days per calendar year to attend fire, law enforcement, or emergency rescue training. Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay.

Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

The District prohibits discrimination against an employee because he or she takes time off under this policy.

Voting Time Off

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.

Bereavement Leave

When a full-time regular employee is compelled to be absent from work because of the death of the employee's parent, step-parent, grandparent, sibling, sister-or brother-in-law, spouse, domestic partner, child or legal dependent, grandchild, or a parent or child of a spouse or domestic partner, the employee may upon approval of the Appointing Authority, take up to five (5) days paid leave during a fiscal year, provided the employee has accrued at least eighteen (18) hours unused sick leave, to attend the funeral or memorial services. The five (5) day paid leave shall be as follows:

1. Employees are allowed a maximum of three (3) days bereavement leave
2. Employees are allowed two (2) paid sick leave days with said two (2) days to be deducted from accrued leave entitlement.
3. Additional time off may be granted by the General Manager.

Leave Related to Domestic Violence, Sexual Assault or Stalking

The District will provide time off to an employee who has been the victim of domestic violence, sexual assault or stalking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court

proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. The District requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide the District with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the "Sick Leave" policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time.

Also, the District will provide a reasonable accommodation for an employee who is a victim of domestic violence, sexual assault, or stalking, and who has disclosed that status to the District, if the employee requests an accommodation for his or her safety while at work. Such accommodations may include a transfer, reassignment, modified schedule, changed work telephone or work station, installed lock, assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, or stalking, or referral to a victim assistance organization. The District will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation, and the District may request that the employee provide (i) a written statement, signed by the employee or someone acting on his or her behalf, certifying that the accommodation is for the purpose stated above, and (ii) a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking. Every 6 months after the date of the previous certification, the District may request recertification of such status. The District will maintain certifications as confidential if it identifies the employee as a victim of domestic violence, sexual assault, or stalking, and will disclose such information only as required by law, or as necessary to protect the employee's workplace safety. The District will notify the employee before such disclosure.

The District prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy, or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

#### Crime Victims' Leave

The District will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The District requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the District with a copy of the notice within a reasonable time.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.

#### Leave for Organ and Bone Marrow Donation

The District will grant an employee the following paid leaves of absence for the purpose of organ or bone marrow donation:

- A leave of absence of up to five days in any one-year period for the purpose of donating the employee's bone marrow to another person.
- A leave of absence of up to 30 days in any one-year period for the purpose of the employee donating his or her organ to another person.

A leave of absence for the purpose of organ or bone marrow donation will be provided with pay, however, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five days of paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to Human Resources that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, the District will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods.

Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, the District will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The District may decline to restore an employee because of reasons unrelated to the exercise of rights under this policy by the employee.

#### Personal Leave

A personal leave of absence without pay may be granted at the discretion of the District. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Any leave taken under this provision that qualifies as leave under the state and/or federal FMLA will be counted as family/medical leave and charged to the employee's entitlement of twelve (12) workweeks of family/medical leave in a twelve (12) month period.

1. Leave of Absence Without Pay. The General Manager, in his/her unrestricted discretion, may grant a regular non-probationary employee leave of absence without pay to tend to his/her private affairs or other matters for a period not to exceed one thousand forty (1,040) hours in duration. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request and must include the termination date of the leave. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within a reasonable period after notice to return to duty shall be deemed a discharge, effective the scheduled date of the employee's return. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known address, shall be reasonable notice.

2. Exempt Leave - Exempt Employees. Exempt employees shall be granted thirty-six (36) hours of leave per fiscal year. Leave may be taken at any time on approval of the employee's supervisor or manager. Leave is earned on a fiscal year basis and may not be accumulated by an individual from year to year.

3. Industrial Accident Leave and State Workers' Compensation. The District desires to allow an injured employee to supplement his/her Workers' Compensation Insurance earnings while the employee is unable to work due to an on-the-job-injury. Workers' Compensation Insurance payments are for a maximum of two-thirds (2/3) of the employee's gross salary. The employee may supplement Workers' Compensation Insurance earning with accrued vacation, accrued compensatory time, administrative leave, floating holiday and/or sick leave in an amount not to exceed his/her normal gross salary when combined with any Workers' Compensation Insurance payments for the same period of time.

#### F. COORDINATION OF BENEFITS

The District coordinates benefits with the State of California Disability Insurance (SDI) program and Paid Family Leave (PFL) program in order to ensure that employees receive up to 100% of their normal gross weekly wages during periods when they are unable to work due to their own non-work-related illness or injury, pregnancy or childbirth, to care for a seriously ill family member or to bond with a new child. The

District will pay employees the balance between the amount they would ordinarily earn as regular wages and the SDI or PFL benefits they receive so that employees are made whole while they are unable to work.

If employees qualify for and receive SDI or PFL benefits from the state, they must provide the District with the Notice of Computation (DE429D) containing the weekly benefit amount and the period covered by each period payment. Once the District receives this information from the employees, the District will make arrangements for the employees to receive wage replacement payments from the District that will supplement the SDI or PFL benefits and result in the employees receiving up to 100% of their normal gross weekly wages. In no event shall employees receive more money from SDI payments and District wage replacement benefits than their regular wages.

## **Rule 28                    Resignation and Job Abandonment**

### **A.            Resignation.**

1.            An employee wishing to leave the competitive service in good standing shall file with the Department Head a written resignation stating the effective date and reason(s) for leaving, at least two (2) weeks prior to leaving the service, unless such time limit is waived by the Department Head with the concurrence of the Appointing Authority. Failure to give notice as required by this Rule shall be cause for denying future employment by the District. A resignation becomes final when accepted by the Appointing Authority. Once a resignation has been accepted by the Appointing Authority, it cannot be withdrawn.

2.            Upon acceptance of the employee's resignation by the Appointing Authority, the Appointing Authority may permit the employee to work through his/her effective resignation date, may place the employee on paid administrative leave until the effective resignation date, or may separate the employee immediately with payment of compensation calculated through the effective resignation date,

B.            Job Abandonment. An employee is deemed to have resigned if the employee is absent for four (4) consecutive work days without prior authorization and without notification during the period of absence.



## **SECTION 5: EVALUATION, DISCIPLINE, AND GRIEVANCE**

### **Rule 29            Performance Evaluations**

A.        The District strives to provide employees with evaluations of their performance both as a means of recognizing effective performance as well as identifying areas that need improvement, as appropriate. Performance evaluations may be used, but are not required, as a basis for completion of probation, salary adjustments, promotions, training and discipline. Performance evaluations may also include a period of performance probation associated with a performance improvement plan and heightened evaluation and counseling. Performance probation will not affect an employee's discipline and appeal rights, as provided in these Rules.

1.        Probationary Employees/New Appointments. At six (6) months and/or prior to the end of the initial probationary period, the employee is eligible to receive, but is not guaranteed, a performance evaluation. The outcome of such employee evaluations will determine whether the employee is rejected, whether his/her probationary period is extended, or whether the employee is appointed as a "regular employee." These evaluations are also the means of determining the appropriateness of a merit increase at the end of the probationary period. After successfully passing the probationary period, the employee will receive "regular employee" status, which includes being evaluated on a regular basis, based on the employee's anniversary date. Failure to provide a probationary employee with a probationary performance evaluation shall not preclude the rejection of such employee during his/her probationary period.

2.        Probationary Employees/Promotional Appointments. An evaluation form will be completed prior to the end of the promotional probationary period to determine "release" to new position, extension of the promotional probationary period, or return to the former position if available.

### **Rule 30            Disciplinary Action**

A.        Application. Employees shall be subject to discipline in accordance with the following provisions:

1.        Regular Employees. Except as otherwise set forth in these Rules, all regular employees of the District may be demoted, reduced in step, suspended or dismissed or otherwise disciplined only for cause.

2.        Probationary, Temporary, Seasonal, Emergency, and Part-Time Employees. Probationary, temporary, seasonal, emergency, and part-time employees are at-will employees and as a result may be demoted, reduced in step, suspended or dismissed without prior notice or cause, and without any right of appeal. As such, the provisions of this Rule 30 and Rule 31 shall not apply to such employees.

3.        Contract Employees. The General Manager, District legal counsel and other employees who have individual employment agreements with the District shall have only those rights that are specifically granted under the terms of their separate agreements, and those rights required by State and Federal law. Unless otherwise specified in the employment agreement or otherwise required by Federal or State law, a contract employee of the District is an at-will employee who serves at the pleasure

of the Board of Directors. As such, a contract employee may be demoted, reduced in step, suspended or dismissed without prior notice or cause, and without any right of appeal, and the provisions of this Rule 40 and Rule 41, shall not apply to contract employees

4. Application. Reductions in pay or benefits which are part of a general plan to reduce salaries, wages or benefits, or to a general plan to eliminate positions or reduce services as determined by the Board of Directors of the District, shall not constitute disciplinary action, and as such, shall not be subject to this Rule 40 or Rule 41. Non-disciplinary demotions and placing an employee on administrative leave is not disciplinary action and this Rule 30 and Rule 31 do not apply.

B. Cause for Disciplinary Action. Discipline is intended to be imposed primarily for corrective purposes and to address deficiencies in work performance. Disciplinary action may be taken for cause. Cause for disciplinary action includes, but is expressly not limited to, the following. Any one cause listed shall be sufficient basis for disciplinary action.

1. Willful misrepresentation of any information pertaining to District business or employment;
2. Incompetency, i.e., inability to comply with the minimum standard required by an employee's position for a significant period of time;
3. Inefficiency or inexcusable neglect of duty, including but expressly not limited to, failure to perform duties required of an employee within his or her position, failure to perform assigned tasks, or failure to carry out duties in a prompt, competent and responsible manner;
4. Willful disobedience and insubordination, a willful failure to submit to duly-appointed and acting supervision or to conform to lawful orders or directions of persons in a supervisory position;
5. Dishonesty;
6. Being under the influence of alcohol or dangerous drugs or narcotics while on duty and/or while using District equipment; being impaired by alcohol or drugs, while on duty, which could affect the employee's ability to perform his/her job; or violating the District's Drug-Free Workplace Policy;
7. Excessive absenteeism;
8. Unexcused absence without leave;
9. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave;
10. Excessive and/or unauthorized tardiness or absence from employment;
11. Violation of fire and/or safety standards;

12. Unauthorized or improper use of District funds, equipment, records or other property;
13. The conviction of either a misdemeanor or a felony of a nature that adversely reflects on the District or the employee's fitness to perform assigned duties, or which otherwise disqualifies an employee from being able to perform his or her duties. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline. A plea or verdict of guilty, or a conviction showing a plea of *nolo contendere* is deemed to be a conviction within the meaning of this Section;
14. Discourteous treatment of the public or other District employees;
15. Improper political activity, such as campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours, or in a District uniform on or off duty; the dissemination of political material of any kind while on duty and/or during working hours or in a District uniform; or the use of District equipment funds, equipment, records or other property while engaging in political activity;
16. Disorderly conduct, quarreling or fighting, or threatening any member of the public, a District employee or any District official;
17. Use of official position for personal advantage;
18. Inattention to duty, indolence, carelessness or negligence in the care and handling of District funds, equipment, tools, information systems, furnishings, furniture, data, records, documents, or other property;
19. Willful negligence or misconduct during work or in a District workplace which could endanger or has endangered the health or safety of that employee or others, or has caused damage to District funds, equipment, tools, information systems, furnishings, furniture, records, data, documents, or other property;
20. Sleeping or malingering while on duty;
21. Conduct unbecoming an employee of the District;
22. Mental or physical condition, impairment or disability, which renders the employee unable to perform the essential functions of his/her job, whether with or without reasonable accommodation (if disabled), or which renders the employee a direct threat to the health and/or safety of self or others;
23. Accepting outside employment not specifically authorized by these Rules;

24. Acceptance from any source of a reward, gift or other form of remuneration in addition to regular compensation to an employee for the performance of his/her official duties;
25. Refusal to testify under oath before any grand jury having jurisdiction over any then pending cause of inquiry in which the investigation of government bribery or misconduct in District office is involved, which shall be grounds for immediate termination;
26. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours, which is of such a nature that it causes discredit to the District or the employee's department;
27. Refusal to subscribe to any oath or affirmation which is required by law in connection with District employment;
28. Working overtime without prior authorization;
29. Actions incompatible with, or not in the best interests of public service;
30. Failure to follow safe working practices and/or failure to report an injury promptly;
31. Theft or personal use of District funds, records, equipment or other property;
32. Sexual or other unlawful harassment;
33. Unlawful discrimination or retaliation;
34. Failure to maintain prescribed records (i.e., falsifying, concealing, misusing, mutilation or removing District records or documents);
35. Willful concealment of pertinent information from supervisors;
36. Theft of property of others.
37. Failure to maintain satisfactory working relationships with other employees, District officials, or the public;
38. Misstatement or concealment of fact, whether in connection with the application process or otherwise;
39. Possessing a firearm or other dangerous weapons on District property or while conducting District business;
40. Physical abuse or threats directed at supervisors, coworkers or members of the

public; any act or threat of workplace violence or fighting on the job; or any violation of the District's Workplace Violence Policy ([Rule 34](#));

41. Failure or refusal to maintain grooming, clothing or uniform standards;
42. Non-compliance with any applicable conflict of interest provisions or code;
43. Unauthorized release or disclosure of confidential information from any District records, or unauthorized access into confidential information from District records;
44. Unfitness for duty;
45. Falsification of a time card or other District records;
46. Violation of any provision of these Rules regarding use or operation of vehicles;
47. Violation of any other provision of these Rules, and any rules, policies, procedures, ordinances, or resolutions of the District or any department thereof, and any violation of any provision of State, Local or Federal law; and
48. Any other cause as determined by the General Manager from time to time. This list is not intended to be exhaustive, and other actions adversely affecting the District's ability to efficiently function may be grounds for disciplinary action up to and including dismissal.

C. Kinds of Disciplinary Actions. The following disciplinary actions may be taken by the General Manager or his/her designee:

1. Minor Discipline.
  - a. Informal Counseling. For minor infractions, the employee will be counseled. If the situation does not improve within a reasonable period, depending on the seriousness of the infraction, the supervisor may repeat the measure or may use the next step in the discipline progression. The supervisor should keep a written record of the date and substance of the counseling session; but the record shall not become a part of the employee's personnel file unless the situation leading to the warning is not corrected or other repeated infractions occur, and more serious disciplinary procedures are deemed necessary.
  - b. Verbal Reprimand. For repeated minor infractions or more serious infractions in the first instance, the employee will be issued a verbal reprimand. If the situation does not improve within a reasonable period (usually thirty [30] days, but the period may be more or less depending on the seriousness of the matter), the supervisor should keep a written record of the date(s) and substance of the counseling session(s); but the

record shall not become a part of the employee's personnel file unless the situation leading to the reprimand is not corrected or other repeated infractions occur and more serious disciplinary procedures are deemed necessary.

- c. Written Reprimand. For more substantial infractions or repeated minor infractions, the employee will be issued a written reprimand. If the situation does not improve within a reasonable length of time (the length will depend upon the seriousness of the issue), the supervisor may issue repeat reprimands. A copy of any written reprimand shall be placed in the employee's personnel file, and a copy provided to the employee, confirming that it has been placed in his/her personnel file. A record of informal counseling and verbal reprimands may also be included in the employee's personnel file at this time.

2. No Appeal of Minor Discipline. An employee may file a response to minor discipline, which will be placed in his/her personnel file, but the employee has no right of review or appeal, by grievance or otherwise.

3. Major Discipline.

- a. Suspension. For serious infractions of the District Rules or for persistent failure to correct deficiencies noted in informal counseling and verbal and written reprimands, or short suspensions as defined in Subparagraph C.1, the employee may be suspended without pay.
- b. Reduction in Pay. For serious infractions of the District's Rules, an employee may be temporarily reduced in pay to a lower step within the salary range, in an amount up to five percent (5%), for a period of up to six (6) months.
- c. Demotion. For serious infractions of the District's Rules, an employee may be reduced from a position in one (1) class to a position in another class having a lower salary range.
- d. Dismissal. An employee may be discharged from District service for repeated infractions or immediately upon commission of a serious infraction.

4. Discipline During Probationary Period. An employee may be disciplined, without the right of appeal, at any time during the employee's initial probationary period after hire, reinstatement or re-employment. Imposition of discipline during an employee's probationary period shall not modify the at-will status of any such probationary employee.

5. Discipline of Management Employees. Except for a violation of a major safety rule, employees exempt from payment of overtime compensation under the FLSA may not be subject to suspensions, temporary demotions (with a beginning and ending date), or temporary reductions in pay, other than in full workweek increments, except as otherwise authorized by the FLSA.

D. Pre-disciplinary and Pre-deprivation Procedures. Major discipline or deprivation of employment benefits shall be taken in compliance with the following procedures:

1. Relief from Duty. The District retains the right in any case to relieve an employee immediately from duty, pending investigation or Notice of Discipline, with pay until the effective date of such discipline as determined by the General Manager or his/her designee.

2. Notice of Intent to Discipline or to Deprive Employee of Employment Benefits. Prior to issuance of a written order of major discipline or deprivation, as defined above, the appropriate authority shall give the employee a written notice of discipline or deprivation which sets forth the following:

- a. The intended disciplinary or deprivation action;
- b. The specific charges upon which the proposed action is based. Past disciplinary actions which may have a bearing on the disciplinary action or which support the severity of the penalty shall also be included;
- c. A summary of the facts upon which the charges are based;
- d. A copy of all written materials, reports or documents upon which the discipline is based;
- e. The date, time and person before whom the employee may respond in no less than five (5) working days; and
- f. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
- g. The notice of proposed action must be in writing and signed by the employee's supervisor.

3. Additional Pre-disciplinary Response. If a supplemental or amended notice of discipline is given to an employee, the employee is entitled to respond to the supplemental or amended notice as set forth above.

E. Exclusions.

2. In addition to suspensions under Paragraph C.3.9 of this Rule, an employee may be suspended without prior written notice for more than ten working days in a pay period, in extraordinary circumstances when it is essential to avert harm to the public, other employees or to avert serious disruption of District business. Extraordinary circumstances include, but are not limited to, situations involving misappropriation of public funds or property, working while under the influence of alcohol or illegal drugs or controlled substances, insubordination, commission of a crime involving moral turpitude punishable by imprisonment of one (1) year or more and disruption of the District's business through willful misconduct.

F. Order of Disciplinary Action. Upon expiration of the employee's time to respond to the notice of intent, the appropriate authority shall:

1. Rescind the proposed action based on the employee's response; or
2. Modify the intended disciplinary action; and
3. Prepare and serve upon the employee a final notice of disciplinary action or modified disciplinary action.

G. Final Order of Disciplinary Action. The final order of disciplinary action shall include the following:

1. The disciplinary action taken;
2. The effective date of the disciplinary action taken. The effective date of the discipline may be prior to the order, provided the circumstances warranted such immediate action;
3. The 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; and
6. The employee's right to appeal.

The order shall be signed by the appropriate authority. A copy of the order shall be personally served on the employee or sent by certified mail to the employee's last known address.

### **Rule 31** **Appeal Procedure**

A. Notice of Appeal, Request for Hearing, and Answer to Charges. Any regular employee may appeal from the order imposing major discipline or other adverse employment action by filing with the General Manager a notice of appeal within ten working days of receipt of the order. The notice of appeal must state the employee's request for a hearing as well the grounds for the appeal and must include a written response to each charge.

B. Review of Appeal.

1. After receipt of the notice of appeal, the General Manager shall review the appeal and set the matter for a hearing. Hearings will be closed to the public unless the appellant requests in writing, prior to the hearing, that the hearing be open. Please be advised that the District must comply with the Ralph M. Brown Act's requirement that open hearings be included in a publicized agenda. Therefore, requests for open hearings that are received by the District less than three (3) working days prior to the hearing date may not be accommodated, resulting in the hearing being delayed.



2. The General Manager may, in his/her sole discretion, elect to have the appeal heard by one (1) of the following methods:

- a. By the General Manager.
- b. By an appointed hearing officer, who shall present findings and a recommendation to the General Manager for a final disposition; or
- c. By an appointed disciplinary review board composed of three (3) members, including one (1) member selected by the General Manager, one (1) member selected by the employee, and a third member selected by the General Manager and the employee. The parties shall split the cost of the third member and shall bear the cost of their own hearing officer.

C. Purpose of the Hearing. The purpose of the appeal hearing is to determine the accuracy and the sufficiency of the facts attendant to the disciplinary action.

D. Pre-hearing Conference. Prior to the hearing, the General Manager or hearing officer shall meet and confer with the parties to set the hearing date and to establish appropriate pre-hearing and hearing procedures, including, but not limited to:

1. Compelling the attendance of District employees to testify at the hearing;
2. Setting appropriate deadlines for the exchange of exhibits and witness lists as well as procedures regarding the identification of exhibits; and
3. Establishing other guidelines, protocols, and procedures for the hearing as appropriate under the circumstances, taking into consideration the wishes of the parties, the complexity of the issues, and any other matter deemed relevant by the General Manager or hearing officer(s).

E. Hearing.

1. The Parties. The appellant and his/her representative and the District's representative shall attend the hearing. Failure of the appellant, with or without his/her representative, to appear in person at the time and place set for the hearing shall be deemed a withdrawal of the appeal unless otherwise excused by the General Manager.

2. Rights. Each party shall have the right to:

- a. Choose a representative and be represented at the hearing;
- b. Testify under oath;
- c. Call witnesses and present documentary evidence;
- d. Question all witnesses and examine the evidence; and/or

- e. Argue the matter or issues presented.

3. Conduct.

- a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth.
- i. Witnesses shall be required to testify under oath and affirmation.

4. Record of the Hearing. A record of the proceedings shall be made and maintained by the District. The District may choose to make a mechanical or electronic record of the proceedings. Costs of preparing transcripts shall be borne by the requesting party.

5. Confidentiality. The hearing shall be closed to the public and shall not be a public record unless an open public hearing is requested by the appellant as set forth in this Policy.

6. Written Findings and Recommended Decision of the Hearing Body or Hearing Officer. If a hearing body or hearing officer is used, the hearing body or hearing officer shall render written findings and recommendations to the General Manager as soon after the conclusion of the hearing as practicable, and in no event, later than twenty (20) working days after concluding the hearing, unless otherwise stipulated to by the parties. A finding must be made on each charge and/or material issue. The hearing body or hearing officer's decision may recommend the sustaining or rejecting of any or all of the charges filed against the employee, and may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. If the hearing body or hearing officer(s) recommend reinstatement of the terminated employee, and that recommendation is accepted by the General Manager, the employee shall only be entitled to back pay as set forth in the decision. At a maximum, the back pay shall be the amount of wages that would normally be incurred during the period of absence minus any sum the employee has earned elsewhere and minus any amounts attributable to delays caused by the employee in the hearing process. If a discharge is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

**Rule 32 Open Door Policy**

The District has a specific procedure detailed in the separate Policy Against Harassment that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category. Separately, the District has an Open Door Policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. The District believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, Department Head or Human Resources as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although the District cannot guarantee that in each instance the employee will be satisfied with the result, the District will attempt in

each instance to explain the result to the employee if the employee is not satisfied. The District will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate. No employee will be disciplined or otherwise penalized for raising a good-faith concern.

A. Internal Complaint Review Procedure The purpose of this Internal Complaint Review Policy is to afford all employees of the District the opportunity to seek internal resolution of their work-related concerns. This policy is intended to supplement the Open Door Policy set forth in this Handbook/Manual, which states the District's philosophy that all employees have free access to their immediate supervisors or to other District supervisors of their choice to informally express their work-related concerns. As noted in the Open Door Policy, the District has a specific procedure detailed in its Policy Against Harassment that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category.

B. Procedure

1. Filing of Complaint Employees should file written complaints with the Human Resources Department or any supervisor or manager as soon as possible after the events that give rise to the employee's work-related concerns. The written complaint should set forth in detail the bases for the employee's complaint.

2. Investigation The Human Resources Department will date and log all written complaints and send the employee an acknowledgment that the complaint is under review.

The Human Resources Department will investigate the complaint, meeting separately with the employee and with others who are either named in the complaint or who may have knowledge of the facts set forth in the complaint. The District will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.

On completion of the investigation, the Human Resources Department will orally report its findings and conclusions to the employee. If the complaint is resolved to the employee's satisfaction, the terms of the resolution should be recorded and signed by both the employee and a representative of the Human Resources Department.

C. Appeal If the complaint is not resolved to the employee's satisfaction, the employee may submit a written request for review of the complaint to the General Manager. On completion of the appeal review, the employee should receive an oral explanation of the conclusion reached and the reasons for that conclusion. Decisions resulting from appeal reviews by the General Manager will be final.

D. Non-Retaliation If an employee has filed a complaint in good faith, the employee will not be disciplined or otherwise penalized for lodging the complaint. If an employee believes that he or she is being retaliated against for lodging a complaint, the employee should immediately notify the Human Resources Department.

## **SECTION 6: POLICIES AND PROCEDURES**

### **Rule 33 Policy Against Harassment, Discrimination and Retaliation**

A. Purpose Of Policy The District is committed to providing a workplace free of unlawful harassment. This includes sexual harassment (which includes harassment based on pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions) and harassment based on gender, gender identity, and gender expression, as well as harassment based on such factors as race, color, religion, religious creed (including religious dress and religious grooming), national origin, ancestry, citizenship, age, physical or mental disability, legally-protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by federal, state, or local laws. The District strongly disapproves of and will not tolerate harassment of applicants, employees, unpaid interns, or volunteers by managers, supervisors, or co-workers. Similarly, the District will not tolerate harassment by its employees of non-employees with whom the District employees have a business, service, or professional relationship. The District also will attempt to protect employees from harassment by non-employees in the workplace.

B. Harassment Defined Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above: slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, unwanted or offensive letters or poems, offensive email or voicemail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to be in violation of this policy.

C. Reporting And Investigating Harassing Conduct The District understands that victims of harassment are often embarrassed and reluctant to report acts of harassment for fear of being blamed, concern about being retaliated against, or because it is difficult to discuss sexual matters openly with others. However, no employee should have to endure harassing conduct, and the District therefore encourages employees to promptly report any incidents of harassment so that corrective action may be taken. Any incidents of harassment, including work-related harassment by any District personnel or any other person, should be reported immediately to Human Resources, who is responsible for investigating harassment complaints. An employee is not required to complain to Human Resources if that person is the individual who is harassing the employee, but may instead report the harassment to his or her immediate supervisor or any other member of management. Supervisors and managers who receive

complaints or who observe harassing conduct should immediately inform Human Resources or other appropriate District official so that an investigation may be initiated.

Every reported complaint of harassment will be investigated thoroughly and promptly. Typically, the investigation will include the following steps: an interview of the employee who lodged the harassment complaint to obtain complete details regarding the alleged harassment; interviews of anyone who is alleged to have committed the acts of harassment to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged harassment. Human Resources, or other District official responsible for the investigation, will notify the employee who lodged the harassment complaint of the results of the investigation. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

In addition to notifying the District about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing ("DFEH"), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may file a lawsuit in court. The courts have the authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest DFEH office at the locations listed in the District's DFEH poster or by checking the State Government listings in the local telephone directory.

D. Corrective Action The District will not tolerate retaliation against any employee for making a good faith complaint of harassment or for cooperating in an investigation. If harassment or retaliation in violation of this policy is established, the District will take corrective action. Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances. With regard to acts of harassment by customers or vendors, corrective action will be taken after consultation with the appropriate management personnel.

E. Anti-Harassment Training Every District employee is required to undergo Sexual Harassment training within his/her six (6) months of employment and at least once every two (2) years thereafter. In addition, all employees hired as or promoted to a supervisory or management position must undergo at least two (2) hours of interactive sexual harassment training within the first six (6) months of assuming a new supervisory or management position. Additionally, all supervisors and managers must complete at least two (2) hours of interactive sexual harassment training at least once every two (2) years thereafter. An employee who fails to comply with this section may be subject to disciplinary action, up to and including termination of employment.

#### **Rule 34                      Workplace Violence Policy**

A. Statement of Policy. The District is strongly committed to ensuring the safety of all District employees and has adopted this policy regarding workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment and/or coercion which involve or affect any District employee(s) will not be tolerated.

B. Objectives.

1. To ensure all workplace threats and provocative behavior are addressed

promptly.

2. To ensure the level of physical/facility security in District workplaces is sufficient to protect the health and safety of District employees.

3. To ensure all employees are appropriately trained in workplace security, diffusing hostile situations and steps to take during an emergency incident.

4. To ensure that all disciplinary action taken for behavior prohibited under this policy is reviewed, evaluated and administered consistently and equitably throughout the District in a timely manner.

C. Acts or Threats of Violence Defined. "Threats or acts of violence" include conduct against persons or property that are sufficiently severe, offensive or intimidating to alter the employment conditions, or to create a hostile, abusive or intimidating work environment for a District employee or employees. Although the District has a strong commitment to customer service, the District will not permit employees to be subjected to verbal or physical abuse. General examples of prohibited workplace violence include, but are not limited to:

1. Threatening to harm an individual or his/her family, friends, associates or their property.

2. Making harassing or threatening telephone calls, letters or other forms of written or electronic communications.

3. Intimidating or attempting to coerce an employee to commit wrongful acts that would affect the business interests of the District.

4. Harassing surveillance, also known as "stalking," the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his/her safety.

5. Making a suggestion or otherwise intimating that an act to injure person(s) or property is "appropriate."

6. Possession of firearms, weapons or any other dangerous device(s) on District property by anyone other than safety personnel who are governed by their own policies and procedures.

7. Use of personal or District-issued tools or equipment in a threatening manner toward a District employee or other individual.

D. Application of Prohibition. The District prohibition against threats and acts of violence applies to all District personnel, contract and temporary workers, customers and anyone else who may be in or on District property or any place where District personnel work or otherwise conduct District business.

E. Reporting. If any employee observes or becomes aware of any of the above- listed

actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify a department head or the General Manager immediately. Employees should also notify the General Manager and their department head if any restraining order is in effect, or if a potentially violent non work-related situation exists that could result in violence in the workplace.

F. Investigation. All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

G. Corrective Action and Discipline.

1. If the District determines that workplace violence has occurred, the District will take appropriate corrective action and will impose discipline on offending employees up to and including immediate termination from employment, without first exhausting the review and appeal process as provided in these Rules, if the District, in its sole discretion, determines that immediate termination is required in order to ensure the safety and welfare of its employees.

2. Under certain circumstances, the District may forego disciplinary action on the condition that the employee takes a leave of absence. In addition, the District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

3. Violations of this policy by any individual may also be followed by legal action as appropriate. The District may also seek a Temporary Restraining Order or Injunction on behalf of District workers if the situation warrants such action.

**Rule 35 Employee Drug and Alcohol Use Policy - Drug-Free Workplace**

**I. Purpose of Guideline**

It is the intent of the District to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the District has established this Guideline concerning the use of alcohol and drugs. As a condition of continued employment with the District, each employee must abide by this Guideline.

Additionally, certain positions within the District are considered safety-sensitive positions pursuant to guidelines established by the U.S. Department of Transportation ("DOT") and are, therefore, required to undergo random drug and alcohol testing as mandated by 49 Code of Federal Regulations Part 40 ("Part 40"). They include, but are not limited to, positions in which employees must hold a commercial drivers license in order to operate commercial motor vehicles 26,001 lbs. gvwr, or greater, or required to display a DOT placard in the transportation of hazardous material. With respect to those safety-sensitive positions that are subject to DOT drug and alcohol testing requirements, the District adheres to Part 40 as described in Rule 36. DOT Drug & Alcohol Policy.

## **II. Definitions**

For purposes of this Guideline:

- (1) "Illegal drugs or other controlled substances" means *any* drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained. For those employees subject to DOT testing guidelines, "illegal drugs or other controlled substances" shall mean all the substances listed in Part 40 as part of the DOT drug testing panel, including, but not limited to, marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates.
- (2) "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed. Beginning on January 1, 2018, the DOT drug testing panel will also include four semi-synthetic opioids (i.e., hydrocodone, oxycodone, hydromorphone, oxymorphone). Some common names for these semi-synthetic opioids include OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®.
- (3) "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, appearance, behavior, speech or breath odor; information provided to management by a third party; or a suspicion that is based on other surrounding circumstances.

## **III. Recreational Marijuana**

Be advised that the Adult Use of Marijuana Act, which legalizes the use of recreational marijuana for adults 21 years of age and older does not affect the rights of the District to maintain a drug-free workplace by prohibiting the use of marijuana by employees or prospective employees. Marijuana remains an illegal substance under the federal Controlled Substances Act. Therefore, the District reserves the right to terminate an employee who tests positive for marijuana or to withdraw an offer of employment to a prospective employee who tests positive for marijuana.

## **IV. Prohibited Conduct**

Employees may not be under the influence of alcohol or an illegal drug while on District property, while at work locations, or while on duty or subject to being called to duty. Additionally, employees may not work while impaired by the use of a legal drug whenever the impairment might endanger the safety of the employee or some other person, pose a risk of significant damage to District property or equipment, or substantially interfere with the employee's job performance.

### **A. Reasonable Suspicion**

When a supervisor or manager has a reasonable suspicion that any employee is working in an impaired condition or otherwise engaging in conduct that violates this Guideline, the employee will be asked to submit to a blood, urine or other testing or examination designed to detect drugs or alcohol. If the employee refuses to cooperate with the administration of the drug/alcohol tests, the refusal will be handled in the same manner as a positive test result.



## **B. Post-Accident**

Employees who are involved in an accident that results in injury to themselves or others or significant damage to District property or equipment may be required to submit to a drug and alcohol test.

## **V. Disciplinary Action**

A violation of this policy will subject the employee to discipline up to and including immediate termination.

### **Rule 36 DOT Drug and Alcohol Policy**

#### **Employee Questions Regarding Policy**

Employees shall contact Human Resources regarding any questions related to DOT policies and procedures.

#### **Employees Subject to Testing**

The following policies and procedures will be strictly applied to all applicants and employees required to have a commercial driver's license (CDL), who operate a commercial motor vehicle as defined in Part 382 of Title 49 of the Code of Federal Regulations or who perform safety-sensitive functions.

#### **Safety-Sensitive Functions**

The time spent on the following on-duty functions are considered times during which employees are performing safety-sensitive functions:

1. All time on any public property, waiting to be dispatched, unless the covered employee has been relieved from duty by the Employer; or
2. All time inspecting equipment or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time; or
3. All time spent at the driving controls of a commercial motor vehicle in operation; or
4. All time, other than driving time, in or upon any commercial motor vehicle; or
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; or
6. All time spent performing the post-accident requirements relating to accidents; or
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

#### **Prohibited Conduct**

Covered employees shall follow all requirements of Rule 35 Employee Drug and Alcohol Use Policy for a Drug-Free Workplace. Employees will be provided with the Drug and Alcohol Brochure for Drivers detailing the effects of alcohol and controlled substances on a person's work, health, and personal life. All alcohol and drug use during and prior to work is strictly prohibited. DOT testing analyzes urine specimens for the following drugs/metabolites:

- Marijuana metabolites
- Cocaine metabolites

- Amphetamines including methamphetamine, MDMA
- Opioids – codeine, heroin (6-AM), morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone
- Phencyclidine (PCP)

### **Circumstances in Which an Employee will be Subject to Drug and Alcohol Testing**

#### **1. Pre-Employment Testing**

All applicants for positions which are covered by DOT regulations as well as employees who transfer to such a position, will be required to submit to pre-employment/pre-duty drug testing. Applicants will be ineligible for a safety-sensitive position if they do not pass the tests.

#### **2. Post-Accident Testing**

Drug and alcohol testing will be conducted on employees following an accident involving a commercial motor vehicle in the following situations:

- a. Covered employees who were performing safety sensitive functions with respect to the vehicle involved in an accident, if the accident involves the loss of life; or
- b. Covered employees receive a citation for a traffic violation arising from the accident.
- c. Post-accident alcohol testing shall be administered within two hours following an accident and no test may be administered after eight hours. Post-accident drug testing must be administered within 32 hours following the accident and may not be administered after this time period. If testing is not done, the supervisor or management employee must provide written documentation as to why the test was not properly conducted.

#### **3. Random Testing**

Covered employees will be subject to random alcohol and drug testing as follows:

- a. Just prior to the employee performing a safety-sensitive function (i.e. driving).
- b. While the employee is performing a safety-sensitive function;
- c. Just after the employee has stopped performing a safety-sensitive function; or
- d. Whenever a random drug test is ordered by the DOT.

#### **4. Reasonable Suspicion Testing**

When a supervisor or manager has a reasonable suspicion that an employee is using or is under the influence of drugs or alcohol, that employee will be required to submit to drug and alcohol testing. The observation must be based on short-term indicators, such as blurry eyes, slurring, or alcohol on the breath. The reasonable suspicion alcohol test will be administered within two hours of the observation. No test may be administered after eight hours following the observation.

#### **5. Pre-DOT Testing**

All employees who successfully obtain a driver's license are entered into the DOT random testing pool. Prior to submitting the employees to the DOT random testing pool, MSWD will test each employee to ensure the employee does not have prohibited drugs in his/her system

prior to entering the DOT testing pool.

**Consequences of Using Drugs or Alcohol While Operating a Commercial Motor Vehicle or Performing Safety-Sensitive Functions**

A covered employee who has engaged in prohibited drug or alcohol use during the use of a commercial motor vehicle or the performance of a safety-sensitive function will be immediately removed from performing safety-sensitive functions. Further, the employee will be subject to disciplinary action, up to and including termination.

**Consequences of a Verified Positive Drug Test**

A covered employee who receives one (1) verified positive drug test result on a DOT required test will be immediately removed from safety-sensitive duties. An employee who has a positive DOT drug test cannot return to the performance of safety-sensitive functions until and unless the employee successfully completes the return-to-duty process described later. Notwithstanding the foregoing, an employee that receives one (1) verified positive drug test result will be subject to disciplinary action, up to and including termination.

**Consequences of a Alcohol Test with a Concentration Greater than .04**

A covered employee who receives one (1) alcohol test with a result indicating an alcohol concentration of **.04** or greater will be immediately removed from safety-sensitive duties. An employee who has a positive alcohol test cannot return to the performance of safety-sensitive functions until and unless the employee successfully completes the return-to-duty process described later. Notwithstanding the foregoing, an employee whose test results indicate an alcohol concentration greater than **.04** will be subject to disciplinary action, up to and including termination.

**Consequences of an Alcohol Test with a Concentration Greater than .02 but Less than .04**

A covered employee who is found to have an alcohol concentration of **.02** or greater but less than **.04** will be immediately removed from performing safety-sensitive functions until the employee is retested with a result below **.02** or until the start of the employee's next regularly scheduled duty period, if it occurs at least 8 hours following administration of the test. Notwithstanding the foregoing, an employee whose test results indicate an alcohol concentration greater than **.02** will be subject to disciplinary action, up to and including termination.

**Consequences of Refusing to Submit to a Required Drug and/or Alcohol Test**

A covered employee who refuses to submit to a required drug and/or alcohol test or who receives a verified adulterated or substituted drug test result will be immediately removed from performing safety-sensitive functions. An employee cannot return to the performance of safety-sensitive duties until and

unless the employee successfully completes the return-to-duty process described later. Notwithstanding the foregoing, an employee that refuses to submit to a required drug and/or alcohol test will be subject to disciplinary action, up to and including termination.

#### **REFUSAL TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST**

You are considered to have refused to take a drug and/or alcohol test if you:

##### **Drug Test**

- Fail to appear at a collection site for any test (except a pre-employment test) within a reasonable time, as determined by MSWD, consistent with applicable DOT agency regulations, after being directed to do so by MSWD. This includes the failure of the employee to appear for a test when called by MSWD's third party administrator;
- Fail to remain at the collection site until the testing process is complete; Provided that a person who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- Fail to provide a specimen;
- Fail to permit a monitored or observed collection if MSWD ordered or if the collector required the collection to be monitored or observed;
- Fail to provide a sufficient amount of urine specimen, provided the Medical Review Officer (MRO) finds there was no medical reason for the employee to provide insufficient amount of urine;
- Fail or decline to take an additional drug test that MSWD or the collector has directed;
- Fail to undergo a medical examination or evaluation the MRO or MSWD has directed;
- Fail to cooperate with any part of the specimen collection process;
- Fail, for an observed collection, to follow the instructions to raise and lower clothing and turn around;
- Possess or wear a prosthetic or other device that could be used to interfere with the collection process if the employee is found to have or wear a prosthetic or other device designed to carry clean urine or a urine substitute;
- Admit to the collector to having adulterated or substituted the specimen;
- Adulterate or substitute a urine specimen; or
- Admit to the MRO to having adulterated or substituted the specimen.

##### **Alcohol Test**

- Fail to appear at an alcohol test site for any test within a reasonable time, as determined by MSWD, consistent with applicable DOT agency regulations, after being directed to do so by MSWD. This includes the failure of the employee to appear for a test when called by MSWD's third party administrator;
- Fail to remain at the alcohol test site until the testing process is complete;
- Fail to provide an adequate amount of saliva or breath;
- Fail to provide a sufficient breath specimen, provided the physician finds that there was no medical reason for the employee to provide an insufficient amount of breath;
- Fail to undergo a medical examination or evaluation as the Company has directed as part of the insufficient breath procedures;
- Fail to sign the certification statement at Step 2 of the Alcohol Testing Form (ATF); or
- Fail to cooperate with any part of the testing process.

## **DRUG & ALCOHOL TESTING PROCEDURES**

Drug and/or alcohol testing shall be conducted at a facility designated by MSWD. Specimen collection, analysis and reporting shall be conducted in accordance with the procedures outlined below which are consistent with the federal regulations enumerated in 49 CFR Part 40 and all applicable guidance and state laws. These collection procedures are designed to protect the employee and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct employee.

### **Drug Testing Procedures**

Drug testing shall be conducted in a manner that assures confidentiality, a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). All sample collection and testing will be conducted consistent with the procedures put forth in 49 CFR Part 40 of the DOT regulations.

### **Alcohol Testing Procedures**

Alcohol testing may be conducted by a qualified Screening Test Technician (STT) or Breath Alcohol Technician (BAT). STTs are only permitted to conduct the first test given to an employee by using either a breath or saliva test (Screening Test). A BAT is authorized to conduct a Screening Test, but, unlike a STT, is also authorized to conduct the second test given to an employee whose test result is .02 or above (Confirmation Test). For a Screening Test, the STT or BAT may use an approved Alcohol Screening Device (ASD) or an Evidential Breath Testing device (EBT). For a Confirmation Test, the BAT is required to use an EBT.

## **RETURN-TO-DUTY PROCESS AND FOLLOW-UP PROCEDURES**

### **Return-to-Duty Testing**

If MSWD decides to permit the employee to return to the performance of safety-sensitive functions, MSWD must ensure that the employee takes a return-to-duty test. The return-to-duty test cannot occur until:

- The employee has been evaluated by a substance abuse professional (SAP) to determine what education and/or treatment the employee needs to resolve problems related to alcohol or drug use;
- The employee has successfully complied with the prescribed education and/or treatment;
- The employee has been re-evaluated by the SAP to ensure that the employee has properly followed the education and/or treatment program.

### **Follow-Up Testing**

- A SAP must establish a written follow-up testing plan for each employee who has committed a DOT drug or alcohol regulation violation and who seeks to resume the performance of safety-sensitive functions. The SAP does not establish this plan until after it is determined that the employee has successfully complied with the education and/or treatment recommendations.

- The SAP must present a copy of the follow-up testing plan directly to the MSWD's DER.
- The SAP is the sole determiner of the number and frequency of follow-up tests and whether these tests will be for drugs, alcohol, or both, unless otherwise directed by the appropriate DOT agency regulation. For example, if an employee had a positive drug test, but the SAP evaluation or the treatment program professionals determined that the employee has an alcohol problem as well, the SAP should require that the employee have follow-up tests for both drugs and alcohol.
- The SAP must, at a minimum, direct that the employee be subject to six (6) unannounced follow-up tests in the first 12 months of safety-sensitive duty following the employee's return to safety-sensitive functions. The SAP may, however, require a greater number of follow-up tests during the first 12-month period of safety-sensitive duty.
- The SAP may also require follow-up tests during the 48 months of safety-sensitive duty following this first 12-month period. The SAP is not to establish the actual dates for the follow-up tests he/she prescribes. The decision on specific dates to test is the responsibility of the Company.
- MSWD will not impose additional testing requirements on employees that go beyond the SAP's follow-up and random testing plan.

### **Drug and Alcohol Clearinghouse**

#### **Reporting**

The following violations or milestones will be reported to the Clearinghouse for any covered employees. MSWD, its service providers, its Medical Review Officer, and/or its Substance Abuse Professional(s) as required by FMCSA directive to report:

- Any verified positive, adulterated, or substituted DOT drug test
- Any validated DOT alcohol test of 0.04 or higher
- Any refusal to submit to a DOT required drug or alcohol test
- Any confirmed and recorded "actual knowledge" that the driver violated the DOT drug or alcohol rules, including:
  - Any on-duty alcohol use, including any citation for driving under the influence of alcohol (DUI/DWI) while driving a commercial motor vehicle
  - Any alcohol use within 4 hours before going on duty
  - Any alcohol use within 8 hours of an accident or before a post-accident test is complete (whichever occurs first)
  - Any prohibited drug use while on duty
- Successful completion of the return-to-duty process following treatment
- Any negative DOT return-to-duty test\*
- Successful completion of follow-up testing\*

\*Only reported if the primary violation occurred on or after January 6, 2020.

#### **Granting of Consent**

Covered employees must grant consent for MSWD to purchase Clearinghouse reports:

- Prior to employment with MSWD, all covered employees must create a Clearinghouse account and log in to permit MSWD consent to acquire a “full” report.
- Covered employees must sign a separate Consent “for Limited Queries” form allowing MSWD access to “limited” queries each year. Covered employees may limit the length of time that such consent is valid but making it valid for the duration of employment with MSWD is recommended.
- MSWD will notify the employee that they must immediately log in to the Clearinghouse to provide permission so MSWD may obtain the driver’s full Clearinghouse record if a limited query exposes information about the driver. Such record will be acquired within 24 hours of the limited query.

A covered employee who refuses to grant the consent described above will not be allowed to perform any safety-sensitive duties as defined in §382.107. The employee will not be allowed to resume the safety-sensitive duties until the employee has granted the mandatory consent, MSWD then obtains the report, and the Clearinghouse query shows that the employee is eligible to carry out safety-sensitive duties.

### **Employee Accounts**

Covered employees are required to have an online account as [clearinghousefmcsa.dot.gov](http://clearinghousefmcsa.dot.gov) and are highly encouraged to provide an email address so they may be contacted. Employees are permitted to see their own Clearinghouse records free of charge and may challenge the accuracy of information reported to the Clearinghouse, but not the accuracy of test results or refusals using the procedures listed in §382.717.

### **Queries**

MSWD will purchase reports (a.k.a. queries) from the Clearinghouse at these times:

- Once a year for all covered employees, and
- Preceding employment of any new covered employees.

Reports to the Clearinghouse will include:

- The driver’s name
- Date of birth
- Commercial driver’s license number and state of issuance
- Violation and/or testing data

### **Notice of Violations**

Covered employees are required to notify MSWD in writing if they have violated the drug and/or alcohol prohibitions of 49 CFR Parts 40 and 382 while employed with MSWD. The statements must be received before the end of the business day the day after the employee received notification of the violation or prior to performing any safety-sensitive duties, whichever comes first.

## **Rule 37            Inclement Weather**

While this area generally enjoys excellent weather, there are occasions when there can be the potential for flooding, high winds, dust storms, and snow in the higher elevations.

Because of the key role our District plays in any weather emergency, all employees are expected to report to work unless major thoroughfares have been closed due to extreme weather. Quite often, bad weather conditions are localized in our area and, simply by waiting, an employee may be able to safely arrive at work later in the day. Under these circumstances, call the immediate supervisor to advise them of the poor weather conditions in the area and the expected time of arrival.

On occasion, bad weather occurs during the day after arriving at work. Depending upon the circumstances, an employee may wish to leave or be advised to leave.

An employee's best judgment should be used in deciding whether it is reasonable to attempt to get to work or leave work early.

Employees who do not report to work when the District facilities are open will not be paid for the day or for those hours not present during the day. With supervisor approval, the individual may take the time off as vacation or optional holiday time providing the employee has sufficient accrued hours.



## **SECTION 7: ATTACHMENTS**

### **ATTACHMENT "A-1" – ACKNOWLEDGMENT (DISTRICT COPY)**

**PLEASE READ THE EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO THE DISTRICT WITHIN ONE WEEK OF EMPLOYMENT.**

Employee Name: \_\_\_\_\_

I acknowledge that I have received a copy of the District's Employee Handbook. I understand that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the Handbook during my employment with the District, including the dispute resolution/arbitration provision.

I further understand, however, that the guidelines contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to a "fair procedure" prior to termination or other disciplinary action. I also understand that, except for the District's at-will employment policy, the District may amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that, because the District cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the District's guidelines or procedures, I should consult the District's Human Resources Department.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by the General Manager of the District, that no other employee or representative of the District has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by the General Manager of the District. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any guideline or practice of the District now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

I have carefully read this Acknowledgement of Receipt.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

## **ATTACHMENT "A-2" – ACKNOWLEDGMENT (EMPLOYEE COPY)**

PLEASE READ THE EMPLOYEE HANDBOOK AND FILL OUT THE ACKNOWLEDGMENT AND RETURN DISTRICT COPY TO THE HUMAN RESOURCES DEPARTMENT [WITHIN ONE WEEK OF EMPLOYMENT]. THIS COPY IS FOR YOUR RECORDS.

Employee Name: \_\_\_\_\_

I acknowledge that I have received a copy of the District's Employee Handbook ("Handbook"). I understand that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the Handbook during my employment with the District, including the dispute resolution/arbitration provision.

I further understand, however, that the guidelines contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to a "fair procedure" prior to termination or other disciplinary action. I also understand that, except for the District's at-will employment policy, the District may amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that, because the District cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the District's guidelines or procedures, I should consult the District's Human Resources Department.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by the General Manager of the District, that no other employee or representative of the District has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by the General Manager of the District. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any guideline or practice of the District now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

I have carefully read this Acknowledgement of Receipt.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

**ATTACHMENT “B” – ACKNOWLEDGMENT OF RECEIPT OF DRUG FREE WORKPLACE POLICY**

I, \_\_\_\_\_, acknowledge that on \_\_\_\_\_, 20\_\_\_\_, I received a copy of the Drug-Free Workplace Policy of Mission Springs Water District (the “District”).

I understand and agree to read and comply with the Drug-Free Workplace Policy. I understand and agree that any violation of this Policy may result in discipline up to and including my discharge from employment.

I further understand that a copy of this Acknowledgment of Receipt will be maintained in my personnel file.

Employee’s Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_