



September 03, 2020

**TO:** LOCSO Board of Directors

**FROM:** Ron Munds, General Manager  
Laura Durban, Administrative Services Manager

**SUBJECT:** **Agenda Item 6E – 09/03/2020 Board Meeting**  
Adopt Updated Personnel Policy

**DESCRIPTION**

The District’s current Personnel Policy was last updated in 2013. With new State requirements the District took this time to evaluate and update to make the Personnel Policy consistent with the new regulations. This report provides and overview of the updated Personnel Policy for the Board to review.

**STAFF RECOMMENDATION**

This item will be approved along with the Consent Calendar unless it is pulled by a Director for separate consideration. If so, Staff recommends that the Board adopt the following motion:

***Motion: I move that the Board adopt Resolution 2020-19 Amending and Updating the District’s Personnel Policy.***

**DISCUSSION**

The Los Osos Community Services District Personnel Policy has not been updated since 2013. There are new requirements by law that need to be included in the Personnel Policy and updates that have been needed since the last revision.

On July 20, 2020 General Manager Munds and Administrative Services Manager Durban met via Zoom with SLOCEA representatives Pat McNamara and Theresa Schultz to review and make certain there were no conflicts in the policy with the Memorandum Of Understanding (MOU).

The attached ‘Strike-Through Personnel Policy’ is the final policy approved by the SLOCEA representatives Pat McNamara and Theresa Schultz.

The following table notes the changes made to the current policy and in the attached strike through draft:

Items Added to the Personnel Policy	
Chapter 1.1000	Wording that MOU prevails over Personnel Policy
Chapter 2.2005	Nepotism Policy
Chapter 2.2050.3	Property Return Agreement
Chapter 3.3030.2.F	One-Time Merit Stipend for Employees at Step 5 per the MOU
Chapter 3.3035	Training Programs
Chapter 4.4036	Lactation Policy

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<b>Items Updated in the Personnel Policy</b>	
Chapter 2.2000.3	Probationary Employee Definition
Chapter 2.2010	Chain of Command Chart
Chapter 2.2020.2	Regarding Employee Switching to a New Vacancy
Chapter 2.2020.5	Citizenship Verification
Chapter 2.2025	Equal Opportunity Employment
Chapter 3.3000.1	To Include Non-Exempt
Chapter 3.3070.1	To Exempt Employees' Reviews Being During Anniversary Month
Chapter 4.405.1, 3, 7, 8B, 9	To Make FMLA Current
Chapter 4.4034.4 A & B	Regarding Pregnancy Disability Leave
Chapter 4.4080	Update Cafeteria Benefit Plan to match with Current Policy and MOU
Chapter 5.5010.4, 5 & 7	Grievance Procedure Steps, Basic rules, and Expungement of Written Reprimands
Chapter 5.5020	Discipline and Appeals Procedure
Chapter 5.5050	Appearance and Conduct
Chapter 5.5060	Substance Abuse
Chapter 5.5060.4.A	Pre-Employment Drug Testing
Throughout	Formatting Issues and Updates to Verbiage to Help With Better Clarification.

<b>Items Removed from the Personnel Policy</b>	
Chapter 2.2020.3	Employment of Relatives (included in the Nepotism Policy)
Chapter 3.3060.2	Exceptions to Accepting Gifts
Chapter 4.4010.8	Employee Receiving Payment in Lieu of a Paid Holiday
Throughout Policy	Removing Items Regarding Full-Time Fire Department Employees
Chapter 7	Job Descriptions

## **FINANCIAL IMPACT**

There is no financial impact with this update.

Attachment – Resolution 2020-19  
 Exhibit A – Clean Draft Personnel Policy  
 Strike-Through Draft of the Personnel Policy

**RESOLUTION NO. 2020-19**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE LOS OSOS COMMUNITY SERVICES DISTRICT AMENDING  
AND UPDATING THE PERSONNEL POLICY**

**WHEREAS**, the Board desires to provide for prudent management of the LOCSD's Personnel Resources; and

**WHEREAS**, the Personnel Policy was last updated March 3, 2011, with minor updates in 2013, 2018 and 2020; and

**WHEREAS**, State requirements have changed since the March 3, 2011 update and need to be included in the District's Personnel Policy to remain in compliance with current labor codes; and

**WHEREAS**, the Board reviewed the proposed amendment to the District Personnel Policy to update the District's Personnel Policy at a public meeting;

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE LOS OSOS COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

1. The Personnel Policy is hereby amended as specified in Exhibit A and incorporated by reference herein.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call vote, to wit:

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Abstain: \_\_\_\_\_  
Absent: \_\_\_\_\_

The foregoing resolution is hereby passed, approved, and adopted by the Board of Directors of the Los Osos Community Services District this 3<sup>rd</sup> day of September, 2020.

\_\_\_\_\_  
Charles L. Cesena  
President, Board of Directors  
Los Osos Community Services District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Ron Munds  
General Manager and Secretary to the Board

\_\_\_\_\_  
Jeffrey A. Minnery  
District Legal Counsel



# Personnel Policy

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*Los Osos Community Services District Personnel Policy effective  
2020*

This document provides guidance to employees of the Los Osos Community Services District

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## **CHAPTER ONE – INTRODUCTION**

### **1000 - PURPOSE OF PERSONNEL POLICIES**

It is the intent of the Board of Directors of the Los Osos Community Services District to maintain a Manual of Policies. Contained therein shall be a comprehensive listing of the Board's current policies, being the rules and regulations enacted by the Board from time to time. The Manual of Policies will serve as a resource for Directors, staff, and members of the public in determining the manner in which matters of District business are to be conducted. The information contained in this manual constitutes the District's personnel rules and policies. It is not to be interpreted as a contract between the District and any of its employees or a Memorandum of Understanding with any employee or employee bargaining unit. Except as provided herein, this manual applies to all regular employees. These rules do not apply to members of the Board of Directors, contract employees, volunteer personnel, such as advisory committees; persons engaged under contract to provide expert, professional, technical, or other services; or to temporary employees.

If any policy or portion of a policy contained within these Personnel Policies is in conflict with a Memorandum of Understanding, rules, regulations or legislation having authority over the Los Osos Community Services District, said Memorandum of Understanding, rules, regulations, or legislation shall prevail.

### **1010 - POLICY AMENDMENTS**

The District reserves the right to modify or delete any of these policies when, in the opinion of its management and the Board of Directors, it becomes advisable to do so on those provisions of these policies that do not require the District to meet and confer. The District may also deviate from these policies in emergency situations provided that the Board conducts an emergency meeting and votes to take appropriate action regarding said deviation from policies. Announcement of changes will be made through standard communication channels (for example, employee meetings and Manager communications), but advance notice to every employee may not always be possible. The amendment will become effective even though personal notice was not provided to one or more of the District's employees. No oral statements, or representations can, in any way, change or alter the provisions of this manual.

Except in emergency situations, proposed modifications or deletions to these policies shall first be introduced at one meeting of the Board of Directors, at which meeting the Board may provide direction to staff on the proposed modifications or deletions after receiving public comment. The proposed modifications or deletions shall then, at a second meeting of the Board of Directors, be presented for final adoption.

## CHAPTER TWO – EMPLOYMENT PRACTICES

### 2000 – DEFINITIONS

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

1. **Regular Employees:** A regular employee is one who has been hired to fill a regular position in any job classification and has completed his/her probation period and works 40 or more hours per week on a regular and continuous basis.
2. **Part-time Employees:** A part-time employee is one who has been hired to fill a regular position in any job classification and has completed his/her probation period and works less than 20 hours per week.
3. **Probationary Employees:** A probationary period regarded as part of the examination process which provides the General Manager the opportunity to observe and evaluate an employee's competence and ability to perform assigned duties. New and returning employee shall be regarded as a probationary employee for the first 6 months of employment. In addition, this probationary period may be extended an additional 6 months at the discretion of the General Manager. If the General Manager elects to extend a probationary period in accordance with this section, the employee shall be noticed of such extension in writing prior to the expiration of the initial period. Probationary employees serve entirely at the will and pleasure of the General Manager and may be terminated by the General Manager without cause and without right of appeal or hearing at any time.
4. **Exempt Employee:** Employees designated as exempt employees as defined by the Fair Labor Standards Act, including administrative employees and department heads. Exempt employees are expected to complete their assigned duties rather than adhere to a strict workday schedule. Consequently, no overtime, standby time, or compensatory time will be provided for working beyond a forty-hour work week.
5. **Contract Employee:** Employee hired as specified in an employment contract. Any persons employed on a substitute or temporary basis shall be employed by contract.
6. **Shift Employee:** Fire Department regular employees who are assigned 24-hour shifts.
7. **Re-employed Individuals:** Those who are in good standing before they were separated from District employment as a result of a lay-off, and subsequently re-employed, pursuant to Section 2050 (2) of these policies. They are not subject to a probation period.



8. Returning Employees: Individuals who meet all of the following conditions shall be considered returning and probationary employees.
  - A. Previously employed by the District.
  - B. Separated from the District.
  - C. Re-hired by the District.
  - D. Does not meet the definition of a re-employed individual.
  
9. Substitute Employees: A substitute employee is one who, at the request of the General Manager or his/her designee, fills any permanent position which remains continuously unfilled by its incumbent for twenty (20) or more calendar days due to the incumbent's approved leave of absence. The appointment of a substitute shall be terminated prior to the return of the incumbent.

If the incumbent does not return, the substitute employee shall have no rights to permanently fill the position, but may compete for the incumbent's position in a District recruitment that may be undertaken to permanently fill the incumbent's vacated position.

## **2005 – NEPOTISM**

It is the policy of LOCSD to seek for its staff the best possible candidates through appropriate search procedures. There shall be no bars to appointment of individuals who have close relatives in any staff category in the same or different departments so long as the following standard is met:

No employee shall vote, make recommendations, or in any way participate in decisions about any personnel matter that may directly affect the selection, appointment, promotion, termination, other employment status, or interest of a close relative. For the purpose of this policy, "close relative" is defined as husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, sister-in-law and brother-in-law.

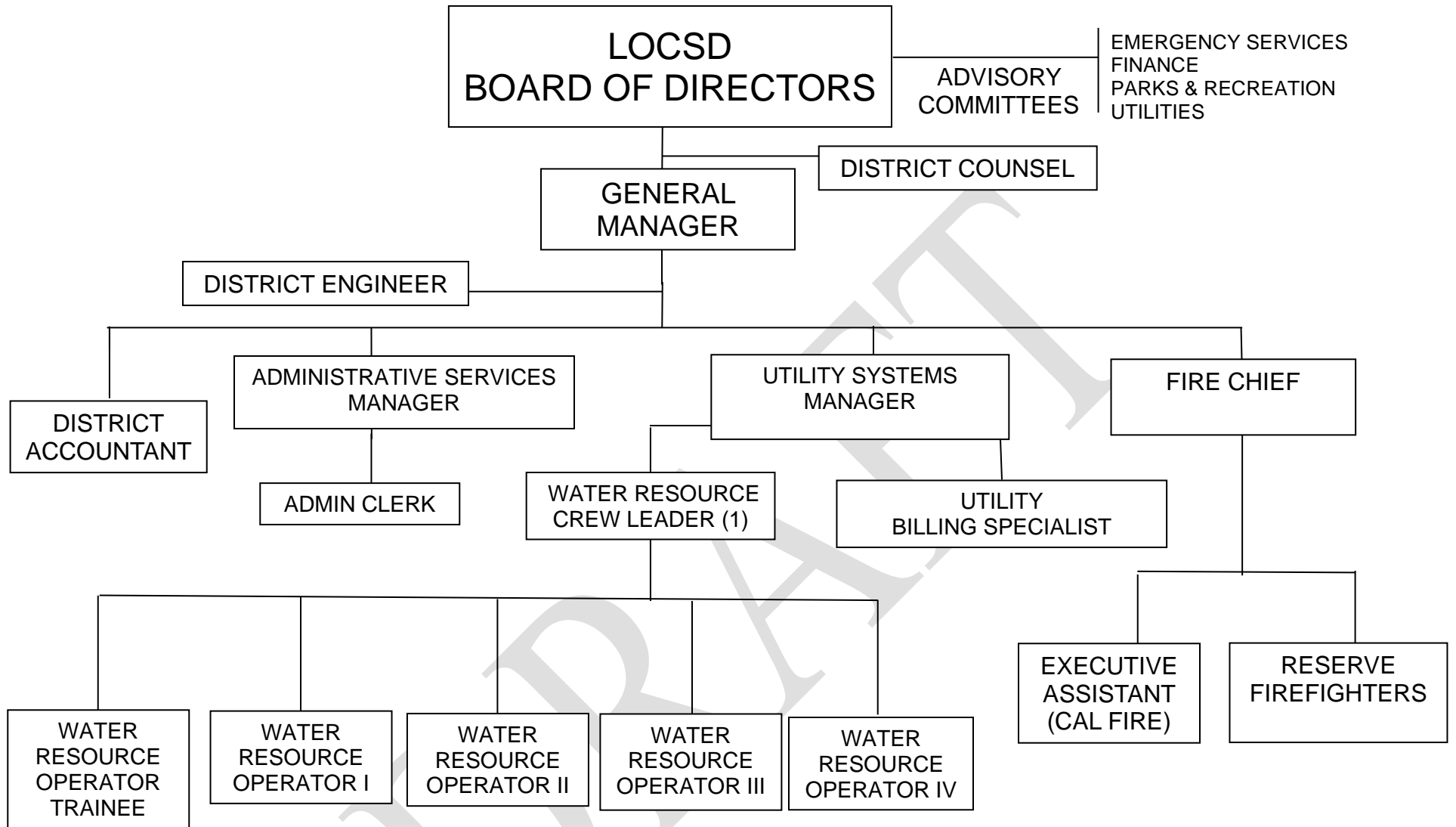
When an individual is considered for appointment in a department in which an immediate family member is already assigned, review of this fact shall be required at all appointing levels. The objective of this review shall be to assure equity to all members of the department.

When an individual is considered for appointment in a department where a close relative has supervisory responsibility, the appointment shall not be granted.

**2010 - CHAIN OF COMMAND**

(See Chart on Next Page)

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**LOS OSOS COMMUNITY SERVICES DISTRICT**  
**2020 ORGANIZATIONAL CHART**  
 REVISED 1/1/2020

## 2020 – RECRUITMENT

1. **Employment - Hiring**

Applicants for employment shall be evaluated on the basis of their submitted material(s), personal interview(s), and demonstrated ability. This district shall retain all employment applications for a period of two years, whereupon they shall be discarded. The district will only solicit applications when position openings exist, when letters of resignation or retirement have been tendered by employees, or when vacancies or new position openings are anticipated. Upon completion of such evaluation, the board will be notified of final applicants, and the General Manager, or designee, shall select the applicant to be employed to fill the position opening, and shall promptly notify the board of directors of the name of the person selected. The board of directors may, but need not, review and approve such selection. If two people are hired on the same day for jobs that have the same rate of pay, it must be determined who was hired first. If two people are hired on the same day for different rates of pay, the employee with the higher pay rate will be deemed the employee hired first.
2. 

It is the philosophy of the district to promote from within the District, unless it would be in the district's best interest to hire from the outside. For this reason, most employment openings as they occur will be announced to all departments. All interested employees will be considered for the announced employment opening.

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

All offers of employment for probationary, regular, part-time, and contract employee positions shall be made contingent upon the respective applicant's successfully passing a physician's examination and drug test, to be provided at District expense.

An applicant shall not be employed until a negative drug screen result is obtained and a qualified physician has certified the applicant is qualified to do the type of work required by the position being applied for.

Prior to conducting the exam, the physician will be supplied with a specification/description of the position for which the applicant is applying, which shall include the description of the physical requirements and working environment of the position.

Applicants who refuse to cooperate in the examination and testing shall not be considered for employment. Applicants who have a positive drug test shall be denied employment.

Retesting of an individual who was previously employed, by the District, will be required if more than three (3) months have elapsed since said individual's last day of work for the District.

When the applicant reports to the medical facility for the examination and drug testing, identification shall be provided to said facility in the form of a photograph and verifiable signature (e.g. vehicle operator's license).

All test results shall be kept confidential. The applicant may be told he/she failed to pass the test, but only the General Manager and Administrative Services Manager shall have access to the actual test results.

District employment application forms shall contain a notice to applicants as follows:

The District has a policy that any offer of employment shall be contingent upon the applicant successfully passing a physician's exam and a urine and blood test for illicit drugs pursuant to Section 5060. Persons who do not receive said physician's certification of qualification to do the type of work required by the position applied for, or who test positive for the presence of illicit drugs in their body will not be considered further. If you have reason to believe that you will not pass a physician's examination or will register positive on a drug test, or if you are unwilling to consent to such a test or examination, it is recommended that you do not submit an application.

Immediately prior to reporting for drug testing, all applicants shall complete a Consent and Release Form to be kept on file in the District office which shall conform to the format in Appendix B.

4. DMV Record

All applicants shall submit a current Department of Motor Vehicle record and may be required to provide proof of insurance to the District. The insurance carrier of the District will be requested to

verify eligibility of insurability based upon the applicant's previous driving history. Applicants who are denied insurability by the District's insurance carrier will be disqualified.

5. **Citizenship Verification**  
All employees must provide necessary documentation to prove identity and their right to work in the United States in accordance with Federal and State Immigration and Naturalization laws. Failure to provide such documentation will result in disqualification from selection or immediate termination.
6. **Written/Oral Examination**  
The District may conduct employment testing and interviews of job applicants.

Individuals who will require reasonable accommodation to take a test as part of the selection process must make such request when submitting the application.

## **2025 - EQUAL OPPORTUNITY EMPLOYMENT**

The District employs persons having the best available skills to efficiently provide high quality service to the public. The District provides equal opportunity for all persons in all aspects of employment, including recruitment, selection, promotion, transfer, training, compensation, educational assistance, benefits, discipline, working conditions, reduction in force, reinstatement, and all other matters of employment. Such equality of opportunity shall be based solely on job related knowledge, skills, and job performance, and shall be without discrimination because of race, color, ethnicity, religion, national origin, sex, age, sexual orientation, handicap, veteran status, or any other factor unrelated to job performance.

## **2030 - BREAK IN SERVICE**

1. For probationary and regular employees in all classifications, length of continuous service with the District will be used as the basis for determining benefits including sick leave and vacation time benefits. Length of continuous service will also be one of the considerations in promotions, demotions and layoffs.
2. Continuous service with the District will start with the date of employment and will continue until one of the following occurs:
  - A. An employee retires;

- B. An employee voluntarily terminates his/her employment;
  - C. An employee is laid off; or
  - D. An employee is discharged for cause.
3. Continuity of an employee's service will not be broken by absence for the following reasons, and his/her length of service will accrue for the period of such absence:
- A. Absence by reason of industrial disability.
  - B. Authorized absence without pay for less than thirty (30) days in a calendar year.
  - C. Absences governed by applicable state and/or federal laws such as military or National Guard service.
4. A re-employment list shall be established and maintained by the General Manager, or his designee for those employees that are separated from District Employment as a result of a layoff pursuant to Section 2050 (2) of these policies. An employee may remain on the list for one year and at the discretion of the General Manager may remain on the list for one additional year. In addition to its use for re-employing regular employees, the re-employment list shall be used to determine the order in which part-time employees shall be employed when other than regular work is available and additional employees are needed.

Previous regular employees who were laid off and rehired as part-time employees will have their employment service records maintained so that they accumulate length-of-service as they work on an "hour-for-hour" basis.

Part-time employees who are hired for a position having regular status will have previously earned length-of-service maintained in their employment service records.

#### **2040 - OUTSIDE EMPLOYMENT**

- 1. No District employee shall be permitted to accept employment in addition to or outside of District service if:
  - A. The additional or outside employment leads to a conflict, or potential conflict of interest for said employee; or,

- B. The nature of the additional or outside employment is such that it will reflect unfavorably on the District; or,
  - C. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.
2. An employee who does have additional or outside employment shall not be permitted to use District records, materials, equipment, facilities or other District resources in connection with said employment.

## **2050 - SEPARATION FROM DISTRICT EMPLOYMENT**

1. Resignation. To leave District service in good standing, an employee must file a written notice of termination with the General Manager at least two (2) weeks before the effective date of separation of employment from the District. The General Manager may, however, grant good standing with less notice if he/she determines the circumstances warrant. Resignations may not be withdrawn without the General Manager's approval.
2. Layoffs. Whenever, in the judgment of the District Board, it becomes necessary, due to the lack of work, lack of funds, or other economic reason, or because the necessity for a position no longer exists, the Board of Directors may abolish any position of employment, and the employee holding such position may be laid off or assigned to a lower paying position.
  - A. Employees to be laid off shall be notified as soon as practicable and given at least 30 calendar days prior notice.
  - B. Except as otherwise provided, whenever there is a reduction in the work force, the General Manager shall first demote an employee to a vacancy, if any, in a lower position for which the employee who is the latest to be laid off is qualified.
  - C. An employee affected by layoff may be transferred to a vacant position within the same or comparable classification, or a vacant position in any former classification, first within the affected department and then District-wide, which the employee once held as a regular employee, provided that the employee meets the minimum qualifications of said positions and the compensation is at the same or lower rate of pay.
  - D. In order to retreat to a former or lower position, an employee



must request displacement action in writing to the General Manager within ten (10) working days of receipt of the layoff notice.

E. Employees retreating to a lower position 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 position from which the employee was laid off.

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

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## **CHAPTER THREE – COMPENSATION**

### **3000 - HOURS OF WORK AND OVERTIME**

1. This policy shall apply to all non-exempt employees.
2. The regular hours of work each day shall be consecutive except for interruptions for meal periods. The regular working day is generally defined as an 8-hour working day Monday through Friday, excluding holidays, with a mid-morning break of fifteen (15) minutes and a midafternoon break of fifteen (15) minutes. Break time must be used on a daily basis and time allocated to breaks may not be accumulated. Breaks may be taken on the job site or with the approval of a supervisor, may be taken away from a job site. Break times commence once a break is started and include travel time to and from the break location. The General Manager may authorize flexible work schedules provided it does not interfere with the regular workload of the District. The General Manager may also alter the workday of administrative staff depending on the District's needs, not to exceed 10 hours per day. Fire Department and utility crew staff may have shifts that exceed 10 hours per day and may have different start and stop times.
3. Tardiness shall be cause for disciplinary action. If an employee cannot report for work, then that employee is expected to notify his/her immediate supervisor within one half hour after the time the work day should have begun.
4. The workweek shall consist of seven (7) consecutive days from 12:01 o'clock a.m. Monday, through midnight Sunday.
5. Overtime: It is the policy of the District to avoid the necessity for overtime whenever possible. However, when overtime is necessary and authorized by the General Manager or designated supervisor it shall be paid as follows:
  - A. Time worked in excess of forty (40) hours in a workweek;
  - B. Time worked on a designated holiday.
  - C. Other than regular hours of work, any time worked by an employee in emergency repair or emergency maintenance of facilities of the District shall be compensated at the overtime rate of pay.
  - D. It is understood that time spent in seminars, conferences, and/or training sessions beyond the regular working hours is

for the employee's benefit and not required as a condition of work. Any time used by employees traveling to and from seminars, conferences, or training sessions outside of regular working hours shall not be considered as time worked, and shall not be used to compute overtime unless specifically authorized by the General Manager or his/her designee in advance of travel. If an employee is directed by the District's General Manger or his/her designee or for mandatory schooling required for existing employment to attend a seminar, conference, and/or training session, travel time will be compensated.

- E. Overtime compensation will not be paid to Exempt Employees.
- F. Compensated time off in lieu of overtime pay is not allowed unless specifically authorized by the General Manager or his/her designee, or as identified in a memorandum of understanding (MOU), if any, executed by the District and an employee bargaining unit or as provided in Section 4040.

### **3010 - STANDBY POLICY AND PAY**

1. A work schedule is maintained by the Water Resource Crew Leader and approved by the Utility Services Manager whereby operations employees, may be assigned on a rotational basis to be "on-call" on weekends, holidays, and other times not considered regular hours of work for the District employees or assigned to work alternative workweeks. "On-call duty" is an assigned duty outside the normal workweek assignment during which an employee must remain where he or she can be contacted by telephone and he or she is ready for immediate call back to his or her department to perform an essential service.
2. When an employee is on-call, he/she shall be provided a cell phone, radio and/or pager, etc. that will provide notification in the event of an emergency. Said cell phone, radio and pager, etc. shall be kept in the on-call employee's possession during the entire on-call period of time. On-call employees need to remain unimpaired (e.g., refraining from drinking alcoholic beverages or marijuana usage) and able to perform all duties when on-call. Notification of an emergency may also be given verbally, in person or by telephone, by the General Manager, Utility Manager, or Fire Chief.
3. When an employee is on-call, he/she shall be free to utilize his/her time as desired, but must remain within 25 miles of the District and be able to arrive at District facilities within 35 minutes from the time of the initial call- back notification.

4. Standby duty shall be compensated at the rate negotiated in the Memorandum of Understanding. An employee shall not receive standby pay for hours actually worked or for hours reimbursed by a call-back minimum.
5. Exempt employees shall not be compensated for standby duty.

### **3020 - PAY PERIODS**

1. The salaries and wages of all District employees shall be paid every two weeks, on every other Friday, for the two work weeks ending five days earlier, except as otherwise provided in an employment contract or a Memorandum of Understanding approved by the Board of Directors.
2. In the event a payday falls on one of the holidays listed, the immediately previous working day shall become the payday.

### **3030 – COMPENSATION**

1. This policy shall apply to all non-exempt District employees.
  - A. New Employees - All newly appointed employees shall be paid at the first step of the salary range for the position to which the employee is appointed except as provided elsewhere herein.
  - B. Advanced Step Hiring - Based on the experience and qualifications of an applicant, the General Manager is authorized for an appointment up to Step 3 of the salary range. If a qualified applicant cannot be successfully recruited at Step one through Step 3, the General Manager may request the Board of Directors to authorize an appointment at an advanced step. Whenever advanced step hiring is approved an existing employee being paid at a lower salary step in the same range may be advanced to the step at which the new employee is appointed.
  - C. Re-employed Individuals - A person who previously held a full-time position from which the person was separated in good standing may, when re-employed in a position with the same or lower pay range than held at separation, be appointed at the same salary rate which was paid at the effective date of the person's termination, or the nearest lower applicable step for the range to which the person is appointed, provided such re-employment occurs within twelve (12) months from the date of said termination.

- D. Substitute Employees - Subject to the following, a Substitute Employee shall be paid according to the salary schedule of the position that the employee is filling as a substitute.
  - 1. If the substitute employee is also a probationary employee, then the employee shall be paid at step one of the salary range.
  - 2. If the substitute employee is not a probationary employee, then the employee shall be paid at the lowest step of the salary range that avoids a reduction in pay for the employee.
- 2. Increase in compensation other than Cost of Living Adjustments for non-exempt employees.
  - A. Employees may qualify for advancement to the second step after completion of 12 months' service or the probation period if shorter upon the recommendation of the department head and approval by the General Manager.
  - B. Employees may qualify for advancement to the third step after the completion of one year of service in step two upon recommendation of the department head and approval by the General Manager.
  - C. Employees may qualify for advancement to the fourth step after completion of one year of service at the third step upon recommendation of the department head and approval of the General Manager.
  - D. Employees may qualify for advancement to the fifth step after completion of one year of service at the fourth step upon recommendation of the department head and approval of the General Manager.
  - E. A report verifying satisfactory performance of each employee recommended for advancement shall be submitted to the General Manager prior to final action on such recommendation.
  - F. Upon completion of two (2) years of outstanding service at Step 5 of a classification, and no opportunity for promotion to a new classification, and upon recommendation of the department head, the General Manager may award a one (1) time merit stipend. This stipend shall not exceed 2.5% of the current salary

of the employee. The stipend will be a one-time payment which shall be paid the next pay period following the employee's qualification under this provision. The employee is limited to one stipend every twenty-four (24) months. The stipend will not be used for calculation of retirement benefits.

3. For the purpose of determining eligibility for step advancement for non-exempt employees, the anniversary date shall be as follows:
  - A. For employees entering the District service whom are appointed to a permanent position at the first step, the anniversary date shall be the day following the completion of 12 months of service at such step.
  - B. For employees entering the District service who are appointed to a permanent position at a step other than the first step, the anniversary date shall be the day following the completion of 12 months of service at such step.
  - C. For employees who have completed six months' service at the first step and are thereafter compensated at a step other than the first step, the anniversary date shall be the date following the completion of one year of service at the higher step.
4. Cost of Living Adjustments – Annually, the Board may consider a Cost of Living Adjustment (COLA) for non-exempt employees. If the COLA is approved, it shall be calculated based on the average of Bureau of Labor Statistics Index CPI-W for the San Francisco/San Jose/Oakland SMSA for the preceding year and the Bureau of Labor Statistics Index CPI-W for the Los Angeles/Orange/Riverside SMSA for the preceding year. If approved by the Board of Directors, the step plan will be adjusted accordingly, thus keeping the plan current. Therefore, an employee may receive both a Cost of Living Adjustment and an increase in compensation pursuant to Section 3030(2) in any given year until the employee reaches Step 5. Upon reaching Step 5, the only salary adjustments an employee will receive will be Board approved Cost of Living Adjustments.
5. Promotion – Non-exempt employees promoted to a position with a higher pay range shall be placed on the step of the range allocated to the new classification which would grant such employee an increase in pay nearest to five percent but not less than four percent over the pay previously received by the employee; provided, however, the increase may exceed five percent at the discretion of the department head, if approved by the General Manager, and that such increase

shall not exceed the top step of the range allocated to the new classification. Such action shall require the General Manager to establish a new anniversary date in accordance with the following criteria:

- A. For employees who are promoted to a permanent position and placed at the first step of the salary range, the anniversary date shall be the date following the completion of 12 months of service at such step.
- B. For employees who are promoted to a permanent position and placed at a step other than the first step, the anniversary date shall be the day following the completion of one year of service at such step.

6. Exempt Employees

The following policies apply to exempt employees:

- A. The Board of Directors, upon considering the recommendation of the General Manager, shall establish the initial salary for exempt employees within the existing salary range.
- B. The Board of Directors, as part of the budget process, shall consider increases in compensation and cost-of-living adjustments for exempt employees.

**3035 – TRAINING PROGRAMS POLICY**

This policy shall apply to all District employees

- 1. Mandatory Training:
  - A. An employee who is scheduled to work on a day coinciding with a mandatory training program will receive their regular rate of pay and will work the balance of the workday as scheduled.
  - B. A non-exempt employee who is not scheduled to work on a day coinciding with a mandatory training program will receive time and one-half (1½) pay.
- 2. Tuition Reimbursement and Non-Mandatory Training
  - A. The parties agree that the District will reimburse both exempt and non-exempt employees for expenses, including tuition or registration and seminar fees, incurred taking job related classes, seminars, and other training/educational events pre-approved by the District.

3. An employee may not submit request for vacation or time off, for a date that a mandatory training has previously been scheduled, unless for unforeseen circumstances.

### **3040 – UNIFORMS**

1. It is mandatory that all regular field personnel wear the designated District provided uniform, if any.
2. The cost of such uniforms shall be borne by the District.
3. Employees are responsible for any loss or damage of uniforms caused by negligence, misuse or personal (unrelated to District business) use of uniforms. Off-duty wearing of District provided uniforms must be pre- approved by the General Manager, or his designee. Upon termination or separation, all uniforms must be returned to the District.
4. Employees are responsible for laundering and maintaining District-provided uniforms.

### **3050 - VEHICLE COST REIMBURSEMENT**

1. When an employee is authorized to use his/her personal vehicle in the performance of District work, he/she shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.
2. Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational.
3. Every attempt shall be made to coordinate work so that District vehicles are available and operational for the performance of said work.

Proof of insurance covering collision, personal injury and property damage as required by law shall be required by the District of any employee using a personal vehicle in the performance of District work.

### **3060 - ACCEPTING AND PROVIDING GIFTS**

1. An employee or his/her spouse, or other family members that could cause a conflict of interest for the employee pursuant to the California Political Reform Act and other laws and regulations, may not accept from, or provide to, individuals or companies doing or seeking to do business with the district, gifts, entertainment, and/or other services or benefits unless the transaction meets all of the following guidelines:
  - A. Is customary and gives no appearance of impropriety and does



not have more than a \$25 value;

- B. Does not impose any sense of obligation on either the giver or the receiver;
- C. Does not result in any kind of special or favored treatment;
- D. Cannot be viewed as extravagant, excessive, or too frequent considering all the circumstances including the ability of the recipient to reciprocate at District expense.
- E. Is given and received with no effort to conceal the full facts by either the giver or receiver.

### **3070 - PERFORMANCE EVALUATION**

1. These policies apply to all regular non-exempt and part-time employees.
  - A. The General Manager or employee's supervisor shall conduct a scheduled performance review of each employee prior to the date upon which an employee is eligible for increases in compensation based on merit (see Section 3030).
  - B. Performance evaluations shall be in writing on forms prescribed by the General Manager or employee's supervisor. Said evaluation shall provide recognition for effective performance and also identify areas that need improvement. All evaluations will have an overall evaluation of Unsatisfactory, Improvement Needed, Satisfactory, Above Satisfactory, or Outstanding. The parties agreed to the June 3, 2019 revised Employee Evaluation report and agree to its implementation.
    - (1) Unsatisfactory Work performance is well below the standard expected of a competent worker in that job, a majority of the time. Unsatisfactory ratings must be substantiated in a written statement by the rater.
    - (2) Improvement Needed Work performance is frequently less than the standard expected of a competent worker in that job, and improvable with additional training, experience, and/or effort.
    - (3) Satisfactory Work performance consistently meets the standard expected of a competent worker in that job.

- (4) Above Satisfactory Work performance is generally above the standard expected of a competent worker in that job, a majority of the time.
  - (5) Outstanding Work performance is consistently and distinctly well above the standard expected of a competent worker in that job; performance is definitely superior; Outstanding ratings must be substantiated in a written statement by the rater.
- C. The performance evaluation shall be signed by the evaluator and shall be discussed with the employee.
  - D. Special performance evaluations may be made at the discretion of the General Manager or other responsible managing employee or his/her designated representative.
  - E. Performance evaluations can be appealed to the General Manager pursuant to Section 5010, Grievance Procedure. Employee evaluation grievances stop at the General Manager; they will not be heard by the Board of Directors. The General Manager may only modify employee evaluations if there is a compelling reason to do so.
2. The following policies apply to exempt employees:

Exempt employees shall be evaluated by the General Manager in accordance with paragraphs 1.B.C.D. above during the anniversary month of employment each year.

## CHAPTER FOUR – BENEFITS

### 4000 – VACATION

1. This policy shall apply to regular and probationary employees in all classifications. For Non-Exempt Union employees please reference the Memorandum of Understanding.
2. Paid vacations shall be accrued according to the following schedule on an annual basis:  
  
For Regular Employees:
  - From the date of employment to the fourth anniversary date of hire, at the rate of five-sixths of a working day per month of paid employment (10 days);
  - From the fourth anniversary date of hire to the ninth anniversary date of hire, at the rate of one and one-fourth working days per month of paid employment (15 days);
  - After the ninth anniversary date of hire, vacation time shall be accrued at the rate of one and two-thirds working days per month of paid employment (20 days).
3. Subject to the following, vacation time may be accumulated and/or postponed:
  - On December 31 of each year, regular employees shall have an accrual of no more than 320 vacation hours.
4. At termination of employment for any reason, the District shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.
5. Exempt employees shall earn an additional five (5) days per year of administrative leave, to be used subject to General Manager approval, in a similar manner as vacation time. Administrative leave shall not be accumulated and carried over from one calendar year to the next.
6. The District will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used.
7. If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.
8. Vacations may be scheduled at any time during the year upon approval of the employees' immediate supervisor. Vacation requests

must be submitted in writing, and may not be approved if not submitted at least three weeks in advance, or if the request conflicts with other vacation requests.

9. Probationary employees shall not accrue vacation time during the first six months of the probation period. However, after completion of the first six months of the probation period, the employee is eligible for vacation leave. The employee will obtain one week of vacation time upon completion of the first six months of the probation period.
10. Vacations are provided by the District to employees as a period of exemption from work with pay for the purpose of rest, relaxation and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. As such, pay in lieu of vacation time away from work shall not be permitted.

#### **4010 – HOLIDAYS**

1. This policy shall apply to all regular and probationary employees.
2. The following days shall be recognized and observed as paid holidays:
  - New Year's Day;
  - Martin Luther King Jr's Birthday;
  - The third Monday in February (Presidents Day);
  - Memorial Day;
  - Independence Day;
  - Labor Day;
  - Veteran's Day;
  - Thanksgiving Day;
  - The Friday in November immediately following day designated as Thanksgiving Day;
  - Christmas Eve;
  - Christmas Day
3. Employees will accrue two (2) floating holidays per calendar year. Floating holidays shall not be accumulated and carried over from one year to the next. Management will take all reasonable steps to accommodate employee requests to utilize floating holidays to avoid the loss of floating holiday leave. Any unused floating holidays shall be cashed out upon separation from employment.
4. All regular work shall be suspended and employees shall receive one (1) day's pay for each of the holidays listed above. An employee on a leave without pay will not receive holiday pay.

5. Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday.
6. When an employee is taking an authorized leave with pay when a holiday occurs, they will receive holiday pay.
7. If any employee works on any of the holidays listed above, he/she shall, in addition to his/her holiday pay, be paid for all hours worked at the rate of time and one-half (1½) his/her regular rate of pay or as otherwise specified under Policy #3000 (Hours of Work and Overtime).

#### **4020 - SICK LEAVE**

1. This policy shall apply to probationary and regular employees in all classifications. For Non-Exempt Union employees please reference the Memorandum of Understanding.
2. Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave provided prior notice is provided to his/her immediate supervisor.
3. Sick leave shall be accrued according to the following schedule:  
  
For other regular employees, employees shall earn sick leave at the rate of one (1) working day per month cumulative to a maximum of one hundred eighty (180) working days.
4. Sick leave may be used for the need of the employee and his/her spouse, parents, grandparents, child, step child, brother or sister, grandchild or corresponding relatives by marriage or any other person who is a legal dependent of employee.  
  
For other regular employees, no paid sick leave shall be granted because of illness or death in excess of five days for the death of such relative or any one occurrence of illness of such relative.
5. In order to receive compensation while on sick leave, the employee shall notify his/her supervisor prior to the time for beginning the regular work day, or as soon thereafter as practical.
6. If absence from duty by reason of illness occurs, satisfactory evidence may be required by the General Manager or other responsible supervising employee.

5. If an employee has more than 5 years of service with the District as a Regular Employee and leaves the District in good standing, he/she shall be compensated for all accrued sick leave not in excess of 180 days. Compensation shall be at a rate equivalent to 50% of his/her hourly salary.
  - Any unused sick leave can be converted to additional service credit in CalPERS, in lieu of receiving the above compensation, if the employee retires within 120 days of separation from employment. Eight hours of sick leave equals one day (.004 of a year of service). It takes 250 days of sick leave to receive one year of service credit (.004 x 250 = 1 year).
6. Employees who have more than 14 years of service with the District as a Regular Employee shall be entitled to exchange two hours of sick leave for one hour of vacation. The maximum number of hours that can be exchanged during a calendar year for 40-hour workweek personnel shall be 80 sick leave hours for 40 vacation hours. Provided however; 40-hour workweek personnel must maintain a minimum balance of 30 days of sick leave and shall only be permitted to exchange those sick leave hours over the required 30-day sick leave balance.

#### **4025 - FAMILY AND MEDICAL LEAVE**

1. The purpose of this policy is to clarify how the District will implement the Family and Medical Leave Act of 1993 (FMLA). The provisions of the MOU with SLOCEA shall prevail, notwithstanding the contents of this policy, unless said provisions are in conflict with the FMLA.
2. An employee may take an unpaid Family and Medical Leave up to a maximum of 12 workweeks of Family and Medical Leave within a 12-month period. The 12-month period within which the 12 workweeks of leave must be taken begins on the date the employee's leave begins and concludes 12 months after that date.
3. Eligible employees will be provided with up to 12 weeks of unpaid leave each year to care for a newborn, adopted, or foster child or for a child, parent, or spouse with a serious health condition. In addition, employees who are unable to perform the functions of their position because of a serious health condition will also be entitled to 12 weeks of unpaid leave. "Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that entails:
  - Inpatient care in a hospital, hospice, or residential medical care facility; or,

- Continuing treatment by a health care provider.
4. An employee is eligible for Family and Medical Leave if the employee has at least 12 months of service with the District and has worked at least 1,250 hours during the 12-month period preceding the date the leave is to begin.
  5. A Family and Medical Leave may be taken on an intermittent basis.
    - A. Leave may be taken intermittently (in blocks of time or on a reduced-time schedule) if the leave is for the serious health condition of the employee or the employee's Family Member and if such intermittent leave is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one work day.
    - B. Intermittent leave may be taken in two-week increments for the birth or placement of a child. Intermittent leave for a shorter period (at least one day) may be taken on a maximum of two occasions.
  6. Any leave taken for the birth, adoption, or foster placement of a child must be taken within one year of the birth or placement of the child with the employee.
  7. If both parents are both employed by the District, the total number of workweeks of leave to which both may be entitled shall be limited to 12 weeks if leave is taken for the birth, adoption, or foster placement of a child or for the purpose of caring for a seriously ill parent.
  8. Employee Obligations
    - A. An employee must contact his or her supervisor as soon as the employee becomes aware of the need for family and medical leave. If the leave is for the birth, adoption, or foster placement of a child, or for planned medical treatment for a serious health condition of the employee or family member, the employee must provide at least 30 days' advance notice before the leave is to begin. If 30 days' notice is not possible, notice must be given as soon as practicable.

Employees seeking leave on account of a serious health condition must provide the General Manager with medical certification regarding their condition.

- B. The General Manager may require employees to obtain, at the District's expense, a second medical opinion from a qualified health care professional. If the second opinion differs from the first, the General Manager may require, at the District's expense, a third medical opinion from a qualified health care provider, mutually selected by the District and employee. Such selection shall be made from a list of five (5) qualified Independent Medical Evaluators (IME), which the District shall request from the *California Medical Evaluators (CME)*:

CME Contact Info  
Main Email: sales@calmedeval.com  
Main Phone: 888-863-8933  
Website: www.calmedeval.com

The District and employee shall select from the five names that appear on the list provide by CME. If the parties are unable to agree on a specific name, the parties shall take turns striking names from the list until only one name remains. The party to strike the first name from the list shall be determined by coin toss between the parties. The remaining name shall be retained by the District to render the third medical opinion.

- C. If the leave is needed to care for the serious health condition of a Family Member, the employee must provider certification from the health care provider stating: (1) the date of commencement of the serious health condition; (2) the probable duration of the condition; (3) an estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the child, parent, or spouse; and (4) confirmation that the serious health condition warrants the participation of the employee to provide care. Recertification will be required if the employee requests an extension beyond the original certification period.

## 9. Compensation and Benefits

- A. An employee to be eligible for leave under the FMLA, the employee will first be required to use applicable accrued paid leaves permitted by the District, including vacation leave and sick leave for the first part of the 12-week statutory leave before entering leave-without-pay status. Paid leave may not be added to the end of the 12 weeks of unpaid leave without the General Manager's prior approval.
- B. Employees on leave-without-pay will not continue to accrue vacation time or sick time and will not be paid for holidays



during the leave.

- C. An employee taking FMLA will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave, provided that the employee continues to pay his or her required portion of the premium payments (if any). The District will continue to make the same premium contribution as if the employee had continued working.

The continued participation in health benefits begins on the date leave first begins. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse the District for any employee contributions paid by the District while the employee was on unpaid leave. A payment schedule for employee premiums will be set up with the Administrative Services Manager at the time the leave commences.

- D. Upon return from Family and Medical Leave  
a Family and Medical Leave, an employee will be reinstated to his/her original position or to a comparable position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Family and Medical Leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee would not be entitled to reinstatement. An employee's use of Family and Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

- 10. Reinstatement may be denied to certain salaried, non-represented, "Key" employees. Such employees will be notified of this possibility at the time the leave is requested.
- 11. If an employee fails to report to work promptly at the end of the leave, the District will assume that the employee has resigned.

#### **4030 - BEREAVEMENT LEAVE**

This policy shall apply to regular employees in all classifications.

In the event of a death of a spouse, parent, grandparent, child, brother or sister, grandchild, or corresponding relatives by marriage, an employee may be granted a non-paid leave of absence not to exceed five (5) days. The employee may use accumulated sick leave and vacation time during the bereavement leave. Certification may be required by the General Manager or other responsible managing employee.

#### **4035 - PREGNANCY RELATED LEAVES AND TRANSFER PRIVILEGES**

This policy applies to all regular employees in all classifications.

1. An employee who is temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions may take an unpaid pregnancy disability leave.
2. An employee affected by pregnancy or a related medical condition may be eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated.
3. Time off for necessary prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all covered by this policy.
4. Employee Obligations
  - A. An employee should make requests for pregnancy disability leave to her supervisor as soon as possible. The employee should also inform their supervisor when such leave is expected to begin and how long it will likely last. The employee should make arrangements with their supervisor regarding the scheduling of any planned medical treatment or appointments in order to minimize disruption to the operations of the District.
  - B. A health care provider's statement must be submitted verifying the need for pregnancy disability leave or for a transfer and stating: (1) The date on which the employee became disabled due to pregnancy, childbirth or related medical condition or the date on which the need for a transfer became medically advisable; (2) The probable duration of the period(s) of disability or the duration of the need for a transfer; (3) A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to

other persons, or that the transfer is medically advisable; and (4) return to work from PDL will be allowed only when the employee's health care provider endorses a release that must be submitted to the employee's supervisor. The District may require recertification if the employee requests an extension beyond the original certification.

- C. If there is any change in the information contained in the health care provider's statement, the employee should report these changes promptly to her supervisor.

## 5. Length of Leave

- A. Full-time employees are granted unpaid leave for the period of actual disability, up to a maximum of four months (88 working days for five-day, 40-hour week employees).

Part-time employees are granted unpaid leave on a pro-rata basis. The available leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

- B. The pregnancy disability leave need not be taken in one continuous period of time, but can be taken on an as-needed basis. In other words, leave may be taken intermittently or on a reduced work schedule when determined medically advisable by the employee's health care provider. The smallest increment of time that can be used for such a leave is one hour. The District may transfer the employee to an alternative position or alter the existing job to accommodate intermittent leave or a reduced work schedule. The employee will receive the same pay and benefits in the alternative position.

## 6. Compensation and Benefits

- A. An employee taking pregnancy leave must exhaust all accrued sick leave before entering leave-without-pay status. The employee may then substitute all accrued paid vacation, personal leave, paid time off, and short-term salary continuation, if applicable, before continuing leave on an unpaid basis. Compensated leave will be counted toward the four-month entitlement.
- B. The employee may also be eligible for state disability insurance for the unpaid portion of the leave.
- C. Employees on leave-without-pay will not continue to accrue

vacation time and will not be paid for holidays during the leave.

If an employee taking a Pregnancy Leave would be entitled to continuation of health benefits under the District's Family and Medical Leave Policy, the District will allow the employee to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave, provided that the employee continues to pay his or her required portion of the premium payments (if any). The District will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse the District for any employee contributions paid by the District while the employee was on unpaid leave. A payment schedule for employee premiums will be set up with the Administrative Services Manager at the time the leave commences. Any employee taking a Pregnancy Leave who is not eligible for benefits continuation under the Family and Medical Leave Policy will receive continued benefits on the same terms and conditions as other medical leaves.

7. When a pregnancy disability leave ends, the District will reinstate an employee to her original position or to a comparable position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Pregnancy Leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated during the leave and there is no comparable position available, then the employee would not be entitled to reinstatement. An employee's use of Pregnancy Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave. So that the District can properly schedule an employee's return to work, an employee on pregnancy disability leave should provide her supervisor with at least two week's advance notice of the date she intends to return to work.
8. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.
9. If an employee fails to report to work promptly at the end of the pregnancy disability leave, the District will assume that the employee

has resigned.

#### **4036 – LACTATION ACCOMODATION POLICY**

This policy shall apply to probationary and regular employees in all classifications. The purpose of this policy is to establish the standards and process which will allow the Agency to provide a lactation-friendly workplace in accordance with California Labor Code Sections 1030 through 1034.

1. Department Heads shall ensure that employees are provided with a supportive work environment in which to make lactation accommodation requests.
2. An employee who desires accommodation for lactation purposes shall make a request for accommodation to her supervisor or Administrative Services Manager.
3. A request for lactation accommodation may be made verbally or in writing and shall include the following details:
  - A. The anticipated daily frequency of the accommodation.
  - B. The Start date of the accommodation.
  - C. The anticipated end date of the accommodation.
4. The Agency shall respond to an employee's request for lactation accommodation within five business days. In the event the Agency is unable to meet the employee's accommodation request, the Agency shall provide a written response to the employee with an explanation and proposed alternatives.
5. The Agency and the employee shall establish a mutually agreed upon schedule for lactation purposes during the regularly scheduled workday.
6. To the extent possible, the employee's schedule for lactation purposes shall coincide with the employee's lunch period and scheduled breaks.
7. In the event the time needed for lactation purposes does not coincide with the employee's lunch period or scheduled breaks, and it is not possible for the Agency to adjust the employee's lunch period or breaks to accommodate lactation, the time needed for lactation purposes shall be charged as paid leave. In the event the employee desires additional time beyond her lunch period and/or breaks for lactation purposes, the additional time shall be charged as paid leave. When using paid leave for lactation purposes, any leave balance may be used.

8. The Agency shall provide the employee with the use of a room or location that is in close proximity to the employee's work area, and is shielded from view and free from intrusion while the employee is expressing milk. Such room shall not be a restroom.
9. The room or location which is made available for lactation purposes shall meet the following criteria:
  - A. Be safe, clean, and free of toxic or hazardous materials.
  - B. Contain a place to sit and a surface on which to place a breast pump and personal items.
  - C. Include access to electricity.
  - D. Provide a sink with running water and a refrigerator (or other suitable cooling device, such as an Agency-provided cooler, for storing milk) in close proximity to the employee's work area.
10. A multi-purpose room may be used as lactation space if it satisfies the requirements previously listed. However, the use of a multi-purpose room, when needed for lactation purposes, takes priority over other uses of the room.
11. An employee has the right to file a complaint with the California Labor Commissioner for any violation of lactation accommodation rights under Labor Code Sections 1030 through 1034.
12. This policy shall be shared with new hires as well as with any employee who inquires about or requests pregnancy or parental leave.

#### **4040 - LEAVE FOR JURY DUTY**

This policy shall apply to probationary and regular employees in all classifications.

An employee who is summoned to jury duty shall be granted leave with full pay and benefits until excused by the court. Any pay for jury duty, exclusive of mileage allowance shall be deposited by the employee with the District. If an employee is released from jury duty with two (2) or more hours remaining in the employee's regular workday, the employee must return to work.

#### **4050 - VOLUNTARY LEAVE OF ABSENCE**

1. Voluntary Leaves of Absence without Pay
  - A. With the approval of the General Manager or other responsible managing employee, an employee may request

a leave of absence without pay for a period of up to 30 days. Any voluntary leaves greater than 30 days must be recommended by the General Manager and pre-approved by the Board of Directors. In no event, shall voluntary leaves be granted in excess of six months.

- B. Voluntary leaves of absence may be taken in conjunction with, and at the conclusion of, an authorized use of vacation.
- C. Voluntary leaves of absence without pay will only be authorized once all available vacation and any other accrued leave time has been used by the employee. The leave of absence without pay will be without any accrual of pay and/or other benefits available to regular employees of the District.
- D. Due to the District's limited work force, maintenance of job classifications for the term of a voluntary authorized leave of absence without pay cannot be guaranteed beyond the date of the end of the leave period.
- E. If an employee requests a voluntary leave of absence that would be granted for eligible employees under the Family Medical Leave Act, the District will make reasonable efforts to accommodate the request. Approval of any such request must be made by the Board of Directors and may be denied if it would, in the Board of Director's sole discretion, adversely affect workloads, working hours, and/or costs to the District.

## 2. Employee Obligations

- A. If an employee requests leave for the birth, adoption, or the foster placement of a child, and the need for leave is foreseeable, the employee must provide his or her immediate supervisor with at least 30-day notice if possible. However, if the date of the birth, adoption, or foster placement requires that leave begin in less than 30 days, the employee must provide his/her immediate supervisor with as much notice as practicable. If the employee requests leave because of a serious health condition, the employee must provide his/her immediate supervisor with 30 days' notice or with as much notice as practicable.
- B. Employees seeking leave on account of a serious health condition must provide his/her immediate supervisor with

medical certification regarding their condition. The General Manager may require employees to obtain, at the District's expense, a second medical opinion. If the second medical opinion differs from the first, the General Manager may require a third medical opinion from a mutually agreed on health care provider.

- C. For most leaves, employees will not be permitted to take their leave intermittently or on a reduced-leave schedule without the General Manager's approval. However, intermittent leave or a reduced-leave schedule may, if medically necessary, be taken by the employee because of a serious health condition. An employee who seeks intermittent leave or leave on reduced-leave schedule because of planned medical treatment may be required to transfer temporarily to a different position, with equivalent working conditions, that accommodates recurring periods of leave better than the employee's regular job.

#### **4060 - INJURED ON DUTY**

The District's record keeping system for its Injury and Illness Prevention Program shall conform to Cal/OSHA standards. Records shall be used to measure and evaluate the success of said program.

1. All on-the-job injuries shall be reported to a department head, no matter how minor. The department head shall make an immediate report to the General Manager where appropriate documentation shall be made.
2. All minor injuries should be treated with first aid as soon as possible, then a "first aid" report completed and turned in to the Administrative Services Manager.
3. Exposure forms to be completed for exposure to hazardous materials or infectious blood borne pathogens and turned in to the Administrative Services Manager.
4. In addition to immediately reporting on-the-job injuries to a department head, employees must complete an injury, accident, and damage report within twenty-four hours of occurrence, (unless a damaged vehicle is out of town or accident occurs on the weekend, then immediately upon arrival back in the District or first thing Monday morning). These reports must be filed in ink; no pencil written reports will be accepted. Upon completion of report, turn in to the Administrative Services Manager.



#### **4070 - MODIFIED OR LIGHT DUTY**

Employees receiving a physician's prognosis and desiring a "modified duty" assignment must submit a physician's statement authorizing "modified duty" including a detailed description of the type of work that the employee can safely perform. Such "modified duty" will only be assigned in the event that the General Manager determines that a sufficient amount of such work is available in the employee's department, and that such an assignment is in the District's best interest. Such "modified duty" may be assigned on a full-time, part-time, or as-needed basis and can be terminated by the General Manager at any time.

#### **4080 – CAFETERIA BENEFIT PLAN**

1. District has the right to change medical and/or dental providers offered by the District during the course of this agreement. The District agrees that it will not arbitrarily or unreasonably deny the Association the opportunity to offer to active and/or retired regular or associate members of the Association and Association sponsored health insurance plan under the District's Cafeteria 125 Plan effective with the plan year commencing January 1, 2008.
2. CalPERS Health Insurance
  - A. The Minimum Employer Contribution amount is prescribed by Government Code Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The District's current minimum obligation under PEMHCA is \$133.00 per active and retired employees. CalPERS will increase this amount to \$136.00 per active and retired employees, effective January 1, 2019.
  - B. The District hereby declares that the liability referred to in 9.2.1 is included in the cafeteria amounts paid by the District to active employees for their medical and health plans as described in Section 4080(4).
  - C. The District further declares that it will continue to pay the mandated amounts for retired employees who remain under the CalPERS medical program and as billed by CalPERS monthly. This amount is not otherwise payable to the retired employee for any medical coverage outside CalPERS.
  - D. The District has no other liability to pay for the medical/health plan of employees who opt not to participate in CalPERS health insurance program other than the cafeteria contributions as listed in Section 4080(4). For employees who opt out of the CalPERS medical plan or any future District's medical/health plan the employee has to provide proof of alternative health insurance coverage.

3. Parties agree that all employees shall be enrolled in one of the health care plans offered by the District or the Association, except as otherwise noted in Section 2D above. All employees are required to participate in vision and dental plans and may cover dependents as allowed by the plans and any pertinent legislation.
4. Unless modified by a fully executed Memorandum of Understanding or other agreement approved by the Board of Directors, the District agrees to contribute the following monthly cafeteria benefit payments, effective July 1, 2014 to both exempt and non-exempt employees; it is to be noted that these amounts include any District's mandated portion of the program costs that are billed by CalPERS as described in Section 9.2.1:
  - a) Employee plus two (2) or more dependents shall receive one thousand dollars (\$1,000.00).
  - b) Employee plus one (1) dependent shall receive eight hundred and twenty-five dollars (\$825.00).
  - c) Employee only shall receive seven hundred and fifty dollars (\$750.00).
  - d) Employee who opts out of CalPERS medical shall receive six hundred and twenty-five dollars (\$625.00).
5. The District agrees to share any increases imposed by CalPERS Medical during the term of this agreement, with a cost sharing of 50/50. The District will cover 50%, with the employee covering 50% of the increases imposed by CalPERS.
6. The employees shall only be permitted to use the District contribution for:
  - (1) employee-only medical, vision and dental coverage (this coverage is mandatory);
  - (2) if the employee has dependent coverage, the balance of the District contribution shall be used to pay those premiums;
  - (3) thereafter any funds remaining in excess of that requirement shall be cashed out. In no event shall any portion of this contribution, be made available to the employee as salary or in any other manner than those provided in this policy.

## **4090 - RETIREMENT CONTRIBUTIONS**

1. The District participates in CALPERS (the California Public Employees Retirement System). The District will contribute the amounts established by PERS as the employer's obligation. For those District employees hired prior to October 19, 2000, the District will also contribute that portion of the employee's obligation that the District was contributing in effect on October 19, 2000.
2. Unless modified as provided in these Personnel Policies or by a fully executed Memorandum of Understanding or other agreement approved by the Board of Directors, District employees hired after October 19, 2000 shall contribute 100% of the employee's obligations for CALPERS retirement benefits.

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## **CHAPTER FIVE - EMPLOYEE RELATIONS**

### **5000 - UNAUTHORIZED VOLUNTARY ABSENCE**

1. Voluntary absence from work without permission is grounds for termination.
2. Voluntary absence from work without permission for three (3) consecutive working days shall be considered an automatic resignation.

### **5010 - GRIEVANCE PROCEDURE, OTHER THAN DISCIPLINARY ACTION AND DISMISSAL OF TENURED EMPLOYEES**

1. This policy shall apply to all regular employees in all classifications.
2. The purpose of this policy is to provide a procedure by which employees may formally claim that he/she has been affected by a violation, misapplication, or misinterpretation of a law, District policy, rule, regulation or instruction.
3. Specifically excluded from the grievance procedure are changes in employee relations resulting from the execution of an MOU, if any, those involving the amendment of state or federal law; and those resolutions, ordinances or minute orders of the District's Board of Directors, not affecting wages, hours and terms and conditions of employment.
4. Grievance Procedure Steps.
  - A. Level I. Within thirty (30) days following the incident that caused or led to the problem, the employee will give written notice of the grievance to his/her immediate supervisor. The immediate supervisor shall hold discussions with the employee within ten (10) working days and attempt to resolve the matter within ten (10) working days after the discussions. The supervisor shall provide a written decision to the employee either denying or granting the employee's grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the employee and the immediate supervisor. If the grievance is against the employee's supervisor, the employee may skip Level I and advance to Level II, provided that he or she complies with all applicable time limits and other requirements for Level I (i.e., the employee must still file the initial grievance within 30 calendar days).
  - B. Level II. General Manager. If the grievance has not been resolved at Level I, the employee may appeal his/her grievance in writing on a form provided by the District (attached as

Appendix "A") to the General Manager within ten (10) working days after the supervisor has issued his or her written decision.

The statement shall include the following:

- I. A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted;
- II. The circumstances involved;
- III. The decision rendered by the immediate supervisor at Level I, if any;
- IV. The dates when: (i) the grievance was first discussed with the immediate supervisor, (ii) the Level I response was issued, and (iii) the employee submitted the grievance to Level II; and
- V. The specific remedy sought.

The General Manager shall communicate his/her decision within ten (10) working days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest. If the General Manager does not respond within the time limits, the employee may appeal to the next level. Time limits for appeal shall begin the day following receipt of written decision by the General Manager. Within the above time limits, either party may request a personal conference with the other. If a personal conference is requested, the General Manger shall have ten (10) working days from the date of the conference to issue his or her decision.

- C. Level III. Board of Directors. Appeals to the Board of Directors may only be made for those grievances against the General Manager, and those not involving employee evaluations, except if the General Manager prepares the evaluation. In the event the employee is not satisfied with the decision at Level II, the employee may appeal the decision in writing to the District's President of the Board of Directors within ten (10) working days. The statement shall include a copy of the original grievance; a copy of the written decision by the General Manager; and a clear, concise statement of the reasons for the appeal to Level III.

The President, as soon as possible at a regular monthly meeting of the Board, shall schedule a hearing to formally receive the written grievance and the answers thereto at each step and to hear evidence regarding the issue or issues. The Board of Directors shall thereafter issue a written decision.

5. Basic Rules

- A. If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered resolved and no further appeal will be allowed.
- B. By agreement in writing, the parties may extend any and all-time limitations of the grievance procedure.
- C. The General Manager may temporarily suspend the grievance processing on a District-wide basis in an emergency situation. Employees covered by this policy may appeal this decision to the Board of Directors.
- D. A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file.
- E. The employee is entitled to be represented at all parts of the grievance process.

6. Prior to pursuing remedies provided by law, employees must first comply with the District's grievance policies.

**5020 - DISCIPLINE AND APPEALS PROCEDURE**

- 1. Purpose. The purpose of this procedure is to establish the types of actions for which an employee can be disciplined and the disciplinary measures that may be used.
- 2. Exclusive Remedy. The procedure set forth in this Procedure shall be exclusive, and the failure of an employee to utilize the provisions herein shall constitute a waiver of any claim to relief.
- 3. Application. This Procedure applies only to Regular Employees. Regular Employees do not include Probationary Employees, the General Manager, the District Legal Counsel, any employee employed by contract, or any employee hired on a temporary,

special, provisional, seasonal, or emergency basis, or any independent contractor. An employee not covered by this Procedure may be disciplined without reference to these provisions.

4. Grounds for Discipline. Discipline may be taken against an employee for "good cause." Good cause exists where any fact or set of facts, based upon relevant circumstances, may be reasonably relied upon in the exercise of discretion as a basis for disciplinary action. The following are set forth as examples only and shall not be construed as an exclusive list:

- A. Fraud in securing employment
- B. Abuse of sick leave, continued absenteeism or tardiness, and/or unexcused absences
- C. Violation of any lawful or reasonable regulation or order made and given by an employee's supervisor; insubordination
- D. Failure to follow the chain of command as established in Section 2010 of these Policies
- E. Failure to follow grievance policies established in Section 5010 of these Policies
- F. Tardiness and violation of sick leave
- G. Theft
- H. Misuse of District credit cards and violation of purchasing policies
- I. Negligence in the performance of duties
- J. Incompetence or inefficiency
- K. Use, possession, being under the influence of, sale/purchase or offer to sell/purchase illegal drugs and narcotics or alcohol during working hours
- L. Falsification of records
- M. Fighting or other abusive conduct toward employees or the public
- N. Negligent or reckless operation of district vehicles and equipment
- O. Deliberate destruction or damage to district property, public property or the property of another employee
- P. Possessing firearms or dangerous weapons on district property or during hours when the employee is employed by the District unless authorized in writing
- Q. Dishonesty or fraud
- R. Private use of district equipment, vehicles, tools and materials without approval of the manager
- S. Violation of safety rules, unsatisfactory driving record, or Harassment as defined in this Personnel Policy
- T. Conviction for a felony.
- U. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his or her employment.

- V. Violation of district rules, regulations or policies
- W. Any act or failure to act during or outside of work hours, which hinders the performance of their position at the District.

- 5. Prior to Disciplinary Action. Depending on the nature of the conduct or the performance deficiency, the District will generally give an employee an oral warning, which is corrective and is non-disciplinary in nature, prior to taking formal disciplinary action. An oral warning is encouraged but is not required before issuing formal disciplinary action.

An oral warning is a communication to an employee that his or her performance or behavior must be improved and failure to do so may result in discipline. An employee's supervisor or the General Manager may note the date, time, and content of oral warning, but no record of an oral warning shall be placed in the employee's personnel file unless subsequent disciplinary action is taken.

- 6. Types of Discipline Action – Disciplinary action includes written warning, suspension, reduction in salary, demotion, or termination of employment.

- A. Types of Discipline - Minor

- I. Written Reprimand: A formal written notice to an employee that further disciplinary action will be taken unless his or her performance or behavior improves. A copy of the written reprimand is given to the employee and the original is placed in the employee's personnel file. The notice will advise the employee of the right to appeal, pursuant to Section 8, below. The employee must acknowledge receipt of the reprimand by signing the letter at the time of presentation; this signature signifies only the receipt of the document, it does not signify the employee's agreement with the allegations.

- a. Expungement of Written Reprimands. A written reprimand may be expunged upon sustained corrective behavior, as determined by the General Manager, after a period of one (1) year from the date of the reprimand. It is the responsibility of the employee to request that his or her personnel file be purged of the written reprimand.

The General Manager will consider the following factors in making his or her decision to expunge a written reprimand:



1. whether the employee received further discipline of any kind; and
2. employee's performance evaluation reviews are at least satisfactory in all categories.

B. Types of Discipline - Major.

- I. Suspension: The temporary removal of an employee from the service of the District without pay for disciplinary purposes for up to thirty (30) working days. Employees suspended from his or her employment with the District forfeit all rights, privileges, and salary with the exception of group health and life insurance benefits.
- II. Reduction in Salary: a decrease in salary paid to an employee for a specified period of time for disciplinary purposes.
- III. Demotion: The removal of an employee from a position to another position of lower grade or classification as a result of disciplinary action.
- IV. Dismissal: The removal of an employee from the service of the District, as provided for in these guidelines.

7. Disciplinary Procedures for Major Discipline.

A. Notice of Disciplinary Action. Whenever a suspension, reduction in salary, demotion, or dismissals to be taken against an employee, the employee shall be notified in writing of the proposed disciplinary action to be taken. Service of the Notice of Intent to Discipline shall be made at least ten (10) working days before a hearing pursuant to Section 7B is held to discuss the charges either personally or by certified mail (if the employee is not at the work location). The Notice shall contain the following information:

- I. A statement of the proposed disciplinary action to be taken
- II. The specific policy, rule, or regulation which the employee is alleged to have violated and the factual basis for the violation
- III. The reasons for the disciplinary action.

- IV. A summary of the facts upon which the charges in the disciplinary are based.
- V. Copies of all documents and materials upon which the disciplinary action is based.
- VI. Notice that the employee will have an opportunity to respond to the proposed disciplinary action in writing, and/or have an opportunity to meet with a Skelly Officer, a neutral third party selected by the District (usually a manager or Department Head in department separate from the employee), to present the employee's point of view. Such response or request for a meeting shall be submitted to the identified Skelly Officer within ten (10) working days from the date the notice of the proposed disciplinary action is received.
- VII. Notice that if there is a Skelly meeting, the employee is entitled to be represented by a person of his or her choice.
- VIII. Notice that if an employee fails to provide a written response within ten (10) working days then the employee shall be deemed to have waived all right to respond to the proposed disciplinary action and the proposed disciplinary action shall become final.

An employee may, where circumstance warrant, be placed on administrative leave pending the hearing held pursuant to Section 7B.

- B. Skelly Hearing. The employee, and their representative (in any), shall be given an opportunity at an informal hearing to show why the proposed major discipline should not be imposed prior to its imposition.
  - I. The hearing will be conducted by a Reviewing Officer who shall be the General Manager or a responsible person designated by the General Manager no more than ten (10) working days after the request for a meeting has been submitted by the employee. The hearing shall include the employee, the employee's representative, if the employee so wishes, and others as directed by the Reviewing Officer.
  - II. At the hearing the employee shall be given an

opportunity, either orally, in writing, or both, to refute the charges against him or her included in the proposed disciplinary action and/or present mitigating factors which the employee believes should have been considered by the supervisor issuing the proposed disciplinary action. The employee shall not be entitled to call witnesses or take testimony during the meeting.

- III. The Reviewing Officer shall issue his/her decision within ten (10) working days of the hearing. The decision may uphold the disciplinary action, modify the discipline, reduce the level of discipline to a minor status, or dismiss the proposed discipline.
- IV. The decision will contain a synopsis of the informal hearing, and shall be served on the employee as provided in Section 7A. The decision shall also inform the employee of his or her right of appeal as provided in Section 9, below.

- C. Post-Skelly Final Notice. Within ten (10) working days after the Skelly Hearing, the Reviewing Officer shall: 1) dismiss the notice and take no disciplinary action against the employee; 2) issue disciplinary action that is less severe than the proposed disciplinary action; or 3) prepare and serve upon the employee a final notice of disciplinary action.

The final notice of disciplinary action shall include the following:

- I. The disciplinary action taken.
- II. The effective date of the disciplinary action taken.
- III. Specific charges upon which the action is based.
- IV. A summary of the facts upon which the charges are based.
- V. The written materials, reports and documents upon which the disciplinary action is based.
- VI. The employee's right to appeal.

If an employee fails to respond to the notice for a Skelly Hearing in the specified time limit, the supervisor shall notify the employee in writing that his or her time to respond has expired and that the discipline shall be imposed.

- 8. Appeal from Minor Discipline. A written reprimand may be appealed to the General Manager. The appeal must be in writing and must be filed with the General Manager within ten (10) working days after the

reprimand is served on the employee. The General Manager will conduct an investigation of the facts as warranted. The General Manager shall issue a decision in writing and may affirm, reject or modify the written reprimand. The decision of the General Manager is final. If the employee is dissatisfied with the General Manager's decision and wishes to seek judicial review, the limitations period provided in Code of Civil Procedure Section 1094.6, or any successor statute, shall apply. The General Manager's written decision shall be served on the employee, and shall include notice to the employee that the time within which judicial review must be initiated is governed by Code of Civil Procedure Section 1094.6 (or any successor statute).

9. Appeal from Major Discipline. If an employee desires to appeal the decision issued pursuant to Section 7B., above, then the following procedures shall apply.
  - A. The appeal must be in writing and filed with the General Manager within ten (10) working days after receipt of written notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of right to appeal.
  - B. Within ten (10) working days of the District's receipt of the appeal pursuant to subparagraph A, above, the appellant or his/her representative and the District, or its representative, shall meet and select a hearing officer. The selection shall be agreed to in writing.
  - C. If the parties cannot agree on a hearing officer pursuant to subparagraph B, above, then the parties shall make a joint request to the Public Employment Relations Board (PERB) for a list of hearing officers (arbitrators). If the parties cannot agree on the selection of a hearing officer then the hearing officer shall be selected by lot from the list provided by PERB.
  - D. The hearing shall be conducted within thirty (30) days of the appointment of a hearing officer, unless the General Manager and the appellant agree in writing that the date of the hearing be extended for a specified time.

The hearing shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence. The proceedings shall be tape recorded or stenographically reported at the request of either party, and said requesting party shall pay for those costs. The decisions of the Hearing Officer shall not be invalidated by any informality in the proceedings.

- E. The appellant shall personally attend all session of the hearing, unless specifically excused by the Hearing Officer for proper cause. Unexcused failure of the appellant to appear at a hearing shall be deemed a withdrawal of the appeal.
- F. The Hearing Officer shall determine the relevancy, weight, and credibility of testimony and evidence. The Hearing Officer shall base his/her findings on the preponderance of the evidence.
- G. Each side shall be permitted an opening statement and closing argument. The District shall first present witnesses and evidence to sustain the discipline and the appellant will then present his/her witnesses and evidence in defense.
- H. Each side will be allowed to examine and cross-examine witnesses.
- J. Both the District and the appellant may be represented by legal counsel.
- K. The Hearing Officer, upon a request by either party and a determination by the Hearing Officer concerning relevance and propriety, may subpoena witnesses and/or require production of other records or material evidence.
- L. The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes may be important to reaching a fair and proper decision.
- M. The Hearing Officer shall prepare a written decision and serve it on the appellant pursuant to Section 7.A, above, and forward it to the Board of Directors not later than thirty (30) calendar days after the matter of appeal was taken under submission by the Hearing Officer. The written decision shall set forth the Hearing Officer's findings of fact and shall state reasons why the discipline is to be sustained, or reduced. If the Hearing Officer finds that the discipline is to be reduced, the Hearing Officer shall make findings concerning payment of back pay during pendency of the appeal.
- N. The decisions of the Hearing Officer shall be final and binding.
  - 1. If the appellant is dissatisfied with the Hearing Officer's decision and wishes to seek judicial review, the limitations period provided in Code of Civil Procedure Section 1094.6, or any successor statute, shall apply.

## **5030 – SAFETY**

1. Accident Prevention  
The District is concerned about the health and safety of all employees. Employees are expected to share that concern by practicing safe working habits for their own benefit, as well as that of their fellow employees. District policy and federal law requires that employees be provided places of employment free from recognized safety hazards and with proper tools and equipment necessary to accomplish their work assignment in as safe a manner as possible. Employees are expected to notify their Supervisor immediately whenever they have a question that concerns safety.
2. Injury & Illness Prevention Plan (IIPP)  
Employees should review and follow the District's plan with the Safety Coordinator. The District intends to comply with applicable federal and state laws regarding illness and injury prevention and shall prepare an IIPP and name safety coordinator(s) as soon as practicable.
3. Accident Reporting  
All job-related injuries and illnesses, regardless of severity, must be reported immediately to the Supervisor to provide prompt and trained evaluation and medical attention, if necessary.
4. Smoking in the Workplace  
No smoking will be permitted in the District office or other District work spaces, District buildings, vehicles, and equipment.

## **5040 - USE OF DISTRICT VEHICLES AND PROPERTY**

1. District vehicles, equipment, tools and other property shall only be used for District business and operations. No District employee, Board member or member of the public shall use any such District property for any personal or non-District use.
2. Transportation in District vehicles of persons other than Directors, officers, employees, agents of the District, or authorized guest, is prohibited.
3. Exemptions must be pre-approved by the General Manager or his designee and may be allowed for general public good will and the general benefit of the District.
4. The Utility Manager may authorize Utility Operators on "Stand-by Duty" to drive a District vehicle home as long as their residence is within twenty-five miles of their assigned workplace.

5. All Utility Operators shall maintain a daily log of miles driven in their respective assigned vehicles.
6. The Fire Chief may authorize Fire Captains or Fire Engineers to drive a District vehicle home during situations of extreme fire hazard as long as their residence is within twenty-five miles of their assigned workplace.

#### **5050 - APPEARANCE AND CONDUCT**

Conduct, dress and appearance are important to the success of both the employee and the District. Each employee is expected to be neat in appearance and dress. All employees shall conduct themselves in a manner that will reflect creditably and favorably on the District. In dealing with the public, all employees will maintain a polite and helpful attitude.

All employees that are required to wear uniforms shall wear the appropriate uniform for their work area. Employees are permitted to wear uniforms only during their work hours, work time, or traveling to and from work, or while representing the District. Employees shall not wear his or her District uniform while off-duty.

#### **5060 - SUBSTANCE ABUSE**

The Board of Directors for the District is concerned with the physical safety of all employees, potential damage to property and equipment, mental and physical health of employees, productivity and work quality, medical insurance costs, and the harm done to employees and their families by the inappropriate use of controlled substances. The District is equally committed to protecting the health and safety of customers and the public from hazards relating to substance abuse.

##### **1. Prohibited Conduct.**

Violation of Any of the Following Rules will Result in Disciplinary Action up to and Including Termination of Employment:

- A. Possessing, using, manufacturing, distributing, dispensing, selling or purchasing illegal drugs or other controlled substances while on the job or off the job.
- B. Conviction or a plea or "no contest" to any of the offenses stated in subparagraph A above.
- C. Possessing or drinking alcoholic beverages while on duty and/or on the premises of the District.

- D. Possessing or smoking of cannabis or using cannabis products while on duty and/or on the premises of the District.
- E. Driving a vehicle on District business while under the influence of alcohol (as defined by the California Vehicle Code), cannabis or cannabis products, or illegal drugs.
- F. Reporting to work while under the influence of alcohol, cannabis or cannabis products, or any illegal drug.

For the purposes of applying this policy:

- I. Being under the influence of drugs and/or other controlled substances means being impaired in any way from fully and proficiently performing job duties and/or having a detectable amount of said substance in one's body.
- II. Being under the influence of alcohol means being impaired in any way from fully and proficiently performing job duties, and/or having a 0.04 percent or more, by weight, of alcohol in one's blood.
- III. Being under the influence of cannabis or cannabis products means being impaired in any way from fully and proficiently performing job duties
- III. The General Manager may allow alcoholic beverages on the premises of the District for off-duty events. Said authorization shall be in writing.

## 2. Voluntary Assistance

Employees with substance abuse (i.e., alcohol/drug abuse) problems are encouraged to seek assistance. An employee will not be disciplined because he/she voluntarily requests assistance for substance abuse problem and information gathered from employees seeking voluntary assistance will be treated as confidential and will only be provided to those persons who, for business reasons, have the need to know such information. This would include providing information necessary for management to administer disability benefits, apply for work restrictions, assure compliance with treatment, or administer discipline consistent with the terms of this policy.



However, seeking assistance or raising any claim related to substance abuse does not relieve an employee of his/her responsibility to meet the District's performance, safety or attendance standards, does not relieve an employee of his/her responsibility to adhere to this policy and does not insulate the employee from discipline for reasons other than seeking assistance for a substance abuse problem.

Employees who have a problem with alcohol or drugs and who decide to enroll voluntarily in an alcohol rehabilitation program will be given unpaid time off to participate in the program. The employee may use any accrued sick leave or vacation benefit while on leave. However, additional benefits will not be earned during the leave of absence unless the employee is eligible for benefits applicable to other medical leaves as provided in District policies.

3. Required Notice of Prescription or Over-the-Counter Drug Use.

The use of either prescription or over-the-counter drugs or medication may impair an employee's ability to work safely and efficiently and create an unsafe work environment. In order to assure that employee performance on the job is not misconstrued and to assure a safe and efficient work environment, employees using either prescription or over-the-counter drugs or medication which may impair their ability to work safely and efficiently must inform their supervisor prior to their first work assignment after taking the drug or medication. By fulfilling this obligation, employees will avoid disciplinary action for failure to notify supervision.

4. Applicant Testing.

A. Pre-Employment Drug Testing. As a part of the District's employment screening process, all applicants to whom a conditional offer of employment is made must successfully test negative for controlled substances, per procedures described below. The offer of employment is conditioned on a negative drug test result. Applicants will be informed of the District's drug testing policy in the employment application and process.

B. If an applicant is found to have falsified, substituted, or tampered with any sample of a body fluid (urine/blood/saliva) associated with testing for substances, he/she will not be offered employment or if he/she has already been offered employment, he/she will be terminated.

C. Applicants whose final results are positive for substance abuse

will not be allowed to re-apply for employment or be offered employment at the District for a period of 24 months.

5. Medical Evaluation where Work Performance is Impaired.

- A. When management believes an employee's work performance is impaired by drug or alcohol use, including when an employee appears at work in an impaired condition even though no work has been performed, management may require the employee to submit to a medical evaluation by a qualified physician at District's expense.
- B. An employee who refuses to submit to the medical evaluation will be subject to discipline for such refusal. However, in the circumstances specified in this Section 5, an employee who refuses to substance abuse testing as part of the medical evaluation will not be subject to discipline for that refusal.
- C. If a qualified physician, as part of the examination specified in paragraph A, above, determines that an employee is not capable of working safely, said employee will be transported to his/her home by a supervising employee and not allowed to drive himself or herself home.
- D. In the cases specified in this Section 5(A), management may, with or without a medical evaluation, relieve the employee of work without pay until the employee furnishes satisfactory medical evidence to the District that he/she is capable of work.

6. Drug and Alcohol Testing under Specific Circumstances.

- A. Where management has reasonable grounds to believe that the employee's faculties are impaired on the job due to drug or alcohol abuse and such impairment presents a clear and present danger to the physical safety of the employee, co-workers or the public, management will require the employee to submit a medical evaluation, including substance abuse testing.
- B. Where an employee is directly involved in an accident on the job and management has reasonable grounds to believe that the employee's faculties were impaired due to drug or alcohol abuse, management will require the employee to submit to a medical evaluation, including substance abuse testing, as part of the accident investigation or benefit plan administration process.

C. In the circumstances specified in Section 6(A) and (B), an employee who refuses to submit to a medical evaluation, including substance abuse testing, or who tests positive for substance abuse will be subject to discipline up to and including termination.

7. Scope of Medical Testing and Evaluations.

A. Employees shall submit to all medical examinations and testing required by this policy within four (4) hours of the District's request for an evaluation.

B. Immediately prior to reporting for a drug/alcohol testing, all employees shall complete a Consent and Release Form to be kept on file in the District office, which shall conform to the general format as shown on Appendix B.

C. The scope of tests performed shall be for the purpose of detecting and identifying the presence of alcohol and/or drugs and not for the purpose of detecting and identifying any other medical condition.

8. Employee's Right to Challenge the Results of a Positive Substance Abuse Test

In all cases where employees are tested for substance abuse, and the test is positive, they have the right to challenge the results of the test at a qualified facility of their choice at District expense if an adequate quantity of body fluid is provided. This second test is a confirmatory test that must be performed with the same sample of body fluid utilized for the first test.

9. Discipline

Discipline procedures will comply with Section 5020.

10. Searches

Management reserves the right, in accordance with applicable state and federal law, to conduct searches of District premises and property for the purpose of protecting the safety and well-being of its employees, customers and the public, and for the purpose of preventing criminal activity on District premises. The District has a right to place in custody of law enforcement authorities any suspected illegal or controlled substances or contraband discovered on the District's premises.

## 11. Overview of Alcohol/Drug Testing

### Protocol Laboratory Certification:

All laboratories used to perform urine testing pursuant to this program will be certified under the National Institute on Drug Abuse guidelines developed for the Department of Health and Human Services.

### Testing:

In testing samples, the testing laboratory will test specifically for alcohol and/or those drugs and classes of drugs required by Los Osos Community Services District Alcohol and Drug Testing Guidelines. The current panel of drugs which will be tested for are as follows:

- Alcohol
- Amphetamines
- Barbiturates
- Benzodiazepines
- Cannabinoids (Marijuana)
- Cocaine
- Methadone
- Methaqualone
- Opiates
- Phencyclidine
- Propoxyphene

### Split Sample:

If the employee provides enough urine for a second sample, there will be a split sample option available. When a test kit is received by the laboratory with two samples, one sealed urine specimen bottle shall be removed immediately for testing. The remaining urine sample shall be immediately placed in secure refrigerated storage.

### Confirmatory Test:

All Specimens which test positive on the initial test will be confirmed using a second more specific gas chromatography/mass spectrometry (GC/MS) test.

### Medical Review Officer Involvement:

After a laboratory confirmed positive test, employees, where appropriate, will be afforded an opportunity to have a Medical Review Officer review their medical history and other relevant medical data

at the employee's expense. The Medical Review Officer will be a licensed physician, knowledgeable in drug pharmacology and drug abuse disorders, and may be an employee or independent contractor. The interview with the Medical Review Officer may be conducted by telephone.

If the Medical Review Officer determines and reports that a test is positive, upon request of the employee, an aliquot of the remaining urine specimen or the second sealed bottle will be forwarded to another NIDA approved laboratory of the party's choice for GC/MS confirmatory testing of the presence of the drug.

#### Reporting of Results:

All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens that test positive on both the initial and the confirmation test shall be reported as positive.

In reporting a positive test result, the laboratory will state the specific substance(s) for which the test is positive and will, when requested by the Medical Review Officer, provide the quantitative results of both the screening and the GC/MS confirmation test, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate. In reporting a positive test result, the laboratory will state the specific substance(s) for which the test is positive and will, when requested by the Medical Review Officer, provide the quantitative results of both the screening and the GC/MS confirmation test, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

#### Specimen Retention:

All specimens deemed positive must be retained by the laboratory for a period of one year in a secure storage facility.

### **5070 - UNLAWFUL HARASSMENT**

This policy shall apply to all regular employees in all classifications and all employees are subject to mandatory training as prescribed by State and Federal law.

1. Harassment and discrimination in employment on the basis of sex, race, color, national origin, ancestry, citizenship, religion (including religious dress and grooming practices), age (40 and over), physical or mental

disability, medical condition, sexual orientation, gender identity or gender expression, veteran status, marital status, registered domestic partner status, genetic information, or any other protected basis is prohibited by federal and state law. The District does not tolerate unlawful discrimination or harassment in the workplace or in a work-related situation. Unlawful discrimination and harassment is a violation of these Guidelines. This policy shall also include and apply to members of the District Board of Directors, independent contractors, unpaid interns, volunteers, persons providing services to the District pursuant to a contract, and other persons with whom District employees may come into contact while working.

2. Unlawful harassment in employment may take many forms. Some examples include, but are not limited to:
  - A. Verbal conduct such as epithets, derogatory comments, slurs, or unwanted comments and jokes;
  - B. Visual conduct such as derogatory posters, cartoons, drawings, or gestures;
  - C. Physical conduct such as blocking normal movement, restraining, unwanted touching, or otherwise physically interfering with work of another individual;
  - D. Threatening or demanding that an individual submit to certain conduct or to perform certain actions in order to keep or get a job, to avoid some other loss, or as a condition of job benefits, security, or promotion; and
  - E. Retaliation by any of the above means for having reported harassment or discrimination, or having assisted another employee to report harassment or discrimination.
  - F. Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by District policy.

Please note that prohibited harassment is not just sexual harassment but harassment based on any protected category.

3. Sexual harassment under state and federal laws is defined as unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
  - B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
  - C. Such conduct has the purpose or effect of substantially interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment; or adversely
  - D. affected the employee's performance, appraisal, assigned duties, or any other condition of employment or career development; or
  - E. Such conduct is offered in order to receive special treatment or in exchange for or in consideration of any personal action.
4. Prohibited acts of sexual harassment can take a variety of forms ranging from unwanted verbal or physical actions from subtle pressure for sexual activity to physical assault. Sexual harassment conduct need not be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Examples of the kinds of conduct included in the definition of sexual harassment are:

- A. Direct or indirect threats or suggestions of sexual relations or sexual contact which is not freely or mutually agreeable to both parties.
- B. Continual or repeated verbal abuses of a sexual nature including graphic commentaries on the person's body; sexually suggestive objects or pictures placed in the work area that may embarrass or offend the person, sexually degrading words to describe the person, or propositions of a sexual nature.
- C. The following is a list of some, but not all, actions employees are to avoid that could be interpreted as sexual harassment:
  - I. Unwelcomed sexual advances and propositions;
  - II. Offensive flirtations with sexual overtones;
  - III. Sexual innuendo;
  - IV. Obscene and suggestive comments;
  - V. Humor or jokes about sex or gender specific traits;
  - VI. Sexual or graphic comments about an individual's body, dress, or overall appearance; or

- VII. Sexual suggestive or explicit graffiti, illustrations, visual or printed material in the workplace, including inappropriate emails, internet sites, and social media postings.
- 5. Abusive conduct or workplace bullying of the District's employees, by any person in or from the work environment, is strictly prohibited. Abusive conduct or workplace bullying is the conduct of any employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interest. Abusive conduct or workplace bullying includes, but is not limited to:
  - A. Repeated infliction of verbal abuse;
  - B. Derogatory remarks, insults, epithets;
  - C. Verbal or physical conduct that a responsible person would find threatening, intimidating, or humiliating; or
  - D. Gratuitous sabotage or undermining of a person's work performance.
- 6. Policy Publicizing. All employees shall be informed of the District's unlawful harassment policy and complaint process prior to their need to know, and again when any complaint is filed. Also, said policy and complaint process shall be readily available to all employees and members of the general public utilizing the District's facilities and services.
  - A. All new employees shall be given a copy of the sexual harassment policy at the time of hiring and said policy's contents shall be discussed with said employee at that time by the division manager within whose division they will be working.
  - B. An annual bulletin may also be prepared and distributed to all employees informing them of the District's sexual harassment policy.
- 7. Complaint Process. Any employee who believes he or she is the victim of unlawful harassment, abusive conduct, or discrimination on any prohibited basis, or who has observed such conduct, or believes he or she is subject to retaliation ("Unlawful Harassment") may file a formal or informal confidential complaint without fear of reprisal or embarrassment.
  - A. An informal complaint is made verbally by the employee to the immediate supervisor and/or HR Manager/Personnel Manager. Although filing the complaint with the immediate supervisor is preferred, the employee is free to file a complaint with any supervisory employee.
  - B. A formal complaint is made in writing using the "Employee



Grievance Form," see "Appendix A". Said form should be submitted by the employee to their immediate supervisor and/or HR/Personnel Manager. Although submitting the formal complaint with the immediate supervisor and/or HR/Personnel Manager is preferred, the employee is free to submit a formal complaint with any supervisory employee, including the General Manager, or with the President of the Board of Directors, if the employee's immediate supervisor is the General Manager and the General Manager is unavailable or personally involved in said complaint.

8. Complaint Response Process. Any supervisory employee who receives a formal or informal Unlawful Harassment complaint shall maintain the confidentiality of the complainant to the extent possible and shall personally deliver said complaint immediately and directly to the General Manager. If the General Manager is unavailable or personally involved in said complaint then said complaint shall be delivered to the President of the Board of Directors.
  - A. After a formal or informal complaint is received, an impartial investigation shall be conducted by the General Manager, the HR/Personnel Manager, or another impartial investigator within a timely manner.
  - B. A written record of any investigation of an alleged Unlawful Harassment complaint shall be maintained. Findings will be sent to the General Manager. The General Manager shall immediately inform, in total confidentiality, the entire Board of Directors. If the General Manager is personally involved in the complaint, such findings will instead be provided directly to the entire Board of Directors to determine options and/or remedial action, if appropriate.
  - C. All discussions resulting from said investigation shall be kept confidential to the extent possible by all informed of said investigation.
  - D. The person initiating the complaint has the right to be accompanied by an advocate(s) when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions. Said advocate may support and/or represent the complainant but should not interfere with the integrity of the investigation or the investigatory process.
9. Disciplinary Procedures and Sanctions. If upon the conclusion of the investigation of the alleged Unlawful Harassment claim, the investigator determines that harassment, discrimination, retaliation, or other prohibited

conduct has occurred, appropriate corrective and remedial action shall be taken by the General Manager/Board of Directors against the harasser in accordance with the circumstances involved. The District will also take appropriate action to deter future misconduct. Any employee determined by the District to be responsible for harassment, discrimination, retaliation, or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including, termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

10. Retaliation. Retaliation. Retaliation against any individual for making a report, or for participating in an investigation, under this policy is strictly prohibited. Individuals are protected by law and by District policy from retaliation for opposing unlawful discriminatory practices, for filing an internal complaint under this policy or for filing a complaint with the California Department of Fair Employment and Housing (“DFEH”) or Federal Equal Employment Opportunity Commission (“EEOC”), or for otherwise participating in any proceedings conducted by the District under this policy or by either of these agencies.
11. Employee should also be aware that the EEOC and the DFEH investigate and prosecute complaints of prohibited harassment, discrimination, and retaliation in employment. Information is available at [www.eeoc.gov](http://www.eeoc.gov) and [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

#### **5090 - FITNESS FOR DUTY**

If, in the opinion of the General Manager, an employee is having difficulty performing the reasonable duties of his/her position due to suspected physical or mental health problems, the employee may be required to submit to and pass a medical examination designated or approved by the General Manager to assure fitness for continued employment. If the examination finds the employee to be in an unfit condition to perform the position duties, the General Manager may either require that the employee take a leave of absence to correct the condition or transfer or demote the employee to a more medically suitable position and/or for which the employee might be able to acquire the necessary skills following a reasonable period of training.

## **CHAPTER SIX - GENERAL**

### **6000 - BUSINESS TRAVEL & REIMBURSEMENT**

Please refer to the Travel & Reimbursement Policy adopted April 7, 2016.

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## CHAPTER SEVEN – APPENDICES

### 8010 - APPENDIX A Employee Grievance Form

#### EMPLOYEE GRIEVANCE FORM

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

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

Job Title: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Instructions:** In the following spaces, and continuing on the reverse side of this form, you are required to provide the following information. If necessary, continue on additional sheets of paper.

1. **Nature of Grievance.** List the specific facts and events that are the basis of this grievance.
2. **Violation or infraction.** List the specific policy/policies you believe have not been followed.
3. **Relief requested.** List the specific remedy or solution you are seeking in order to solve or correct this grievance.

Prior to submitting this written grievance, have you conferred with your immediate supervisor? Yes\_\_\_\_ No\_\_\_\_

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

**8020 - APPENDIX B Consent and Release Form**

**PRE-EMPLOYMENT CONSENT AND RELEASE FORM**

**DRUG/ALCOHOL TESTING**

I hereby authorize Los Osos Community Services District and any laboratories or medical facilities designated by Los Osos Community Services District to perform a urinalysis and/or blood test to detect the presence of illicit drugs and/or alcohol in my body. I further authorize reporting of the results of such test(s) to Los Osos Community Services District and its authorized personnel. I recognize that the results of such test will be used to determine my suitability for employment or for continued employment with Los Osos Community Services District.

Any attempt to switch a sample or adulterate a sample will be considered the same as a positive result. The laboratory may use one or more tests for adulteration.

NAME OF EMPLOYEE: \_\_\_\_\_

FACILITY PERFORMING TEST: \_\_\_\_\_

SIGNATURE OF APPLICANT/EMPLOYEE:

\_\_\_\_\_  
(Date)

SUPERVISOR REQUESTING TEST:

\_\_\_\_\_  
(Signature) (Date)



# Personnel Policy

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*Los Osos Community Services District Personnel Policy effective 2020*

This document provides guidance to employees of the Los Osos Community Services District

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## CHAPTER ONE – INTRODUCTION

### 1000 - PURPOSE OF PERSONNEL POLICIES

It is the intent of the Board of Directors of the Los Osos Community Services District to maintain a Manual of Policies. Contained therein shall be a comprehensive listing of the Board's current policies, being the rules and regulations enacted by the Board from time to time. The Manual of Policies will serve as a resource for Directors, staff, and members of the public in determining the manner in which matters of District business are to be conducted. The information contained in this manual constitutes the District's personnel rules and policies. It is not to be interpreted as a contract between the District and any of its employees or a Memorandum of Understanding with any employee or employee bargaining unit. Except as provided herein, this manual applies to all regular employees. These rules do not apply to members of the Board of Directors, contract employees, volunteer personnel, such as advisory committees; persons engaged under contract to provide expert, professional, technical, or other services; or to temporary employees.

If any policy or portion of a policy contained within these Personnel Policies is in conflict with a Memorandum of Understanding, rules, regulations or legislation having authority over the Los Osos Community Services District, said Memorandum of Understanding, rules, regulations, or legislation shall prevail.

### 1010 - POLICY AMENDMENTS

The District reserves the right to modify or delete any of these policies when, in the opinion of its management and the Board of Directors, it becomes advisable to do so on those provisions of these policies that do not require the District to meet and confer. The District may also deviate from these policies in emergency situations provided that the Board conducts an emergency meeting and votes to take appropriate action regarding said deviation from policies. Announcement of changes will be made through standard communication channels (for example, employee meetings and Manager communications), but advance notice to every employee may not always be possible. The amendment will become effective even though personal notice was not provided to one or more of the District's employees. No oral statements, or representations can, in any way, change or alter the provisions of this manual.

Except in emergency situations, proposed modifications or deletions to these policies shall first be introduced at one meeting of the Board of Directors, at which meeting the Board may provide direction to staff on the proposed modifications or deletions after receiving public comment. The proposed modifications or deletions shall then, at a second meeting of the Board of Directors, be presented for final adoption.

## CHAPTER TWO – EMPLOYMENT PRACTICES

### 2000 – DEFINITIONS

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

1. Regular Employees: A regular employee is one who has been hired to fill a regular position in any job classification and has completed his/her probation period and works 40 or more hours per week on a regular and continuous basis.
2. Part-time Employees: A part-time employee is one who has been hired to fill a regular position in any job classification and has completed his/her probation period and works less than 20 hours per week.
3. Probationary Employees: A probationary period regarded as part of the examination process which provides the General Manager the opportunity to observe and evaluate an employee's competence and ability to perform assigned duties. New and returning employee shall be regarded as a probationary employee for the first 6 months of employment. In addition, this probationary period may be extended an additional 6 months at the discretion of the General Manager. If the General Manager elects to extend a probationary period in accordance with this section, the employee shall be noticed of such extension in writing prior to the expiration of the initial period. Probationary employees serve entirely at the will and pleasure of the General Manager and may be terminated by the General Manager without cause and without right of appeal or hearing at any time.
- ~~3. Probationary Employees: A probation period regarded as part of the examination process which provides the General Manager the opportunity to observe and evaluate an employee's competence and ability to perform assigned duties. New and returning employee shall be regarded as a probationary employee for the first 9 months of employment. In addition, this probation period may be extended an additional 3 months at the discretion of the General Manager. Probationary employees serve entirely at the will and pleasure of the General Manager and may be terminated by the General Manager without cause and without right of appeal or hearing at any time.~~
4. Exempt Employee: Employees designated as exempt employees as defined by the Fair Labor Standards Act, including administrative employees and department heads. Exempt employees are expected to complete their assigned duties rather than adhere to a strict workday schedule. Consequently, no overtime, standby time, or compensatory time will be provided for working beyond a forty-hour work week.
5. Contract Employee: Employee hired as specified in an employment

contract. Any persons employed on a substitute or temporary basis shall be employed by contract.

6. Shift Employee: Fire Department regular employees who are assigned 24-hour shifts.
7. Re-employed Individuals: Those who are in good standing before they were separated from District employment as a result of a lay-off, and subsequently re-employed, pursuant to Section 2050 (2) of these policies. They are not subject to a probation period.
8. Returning Employees: Individuals who meet all of the following conditions shall be considered returning and probationary employees.
  - A. Previously employed by the District.
  8. Separated from the District.
  - C. Re-hired by the District.
  - D. Does not meet the definition of a re-employed individual.
9. Substitute Employees: A substitute employee is one who, at the request of the General Manager or his/her designee, fills any permanent position which remains continuously unfilled by its incumbent for twenty (20) or more calendar days due to the incumbent's approved leave of absence. The appointment of a substitute shall be terminated prior to the return of the incumbent.

If the incumbent does not return, the substitute employee shall have no rights to permanently fill the position, but may compete for the incumbent's position in a District recruitment that may be undertaken to permanently fill the incumbent's vacated position.

## **2005 – NEPOTISM**

It is the policy of LOCS D to seek for its staff the best possible candidates through appropriate search procedures. There shall be no bars to appointment of individuals who have close relatives in any staff category in the same or different departments so long as the following standard is met:

No employee shall vote, make recommendations, or in any way participate in decisions about any personnel matter that may directly affect the selection, appointment, promotion, termination, other employment status, or interest of a close relative. For the purpose of this policy, "close relative" is defined as husband, wife,

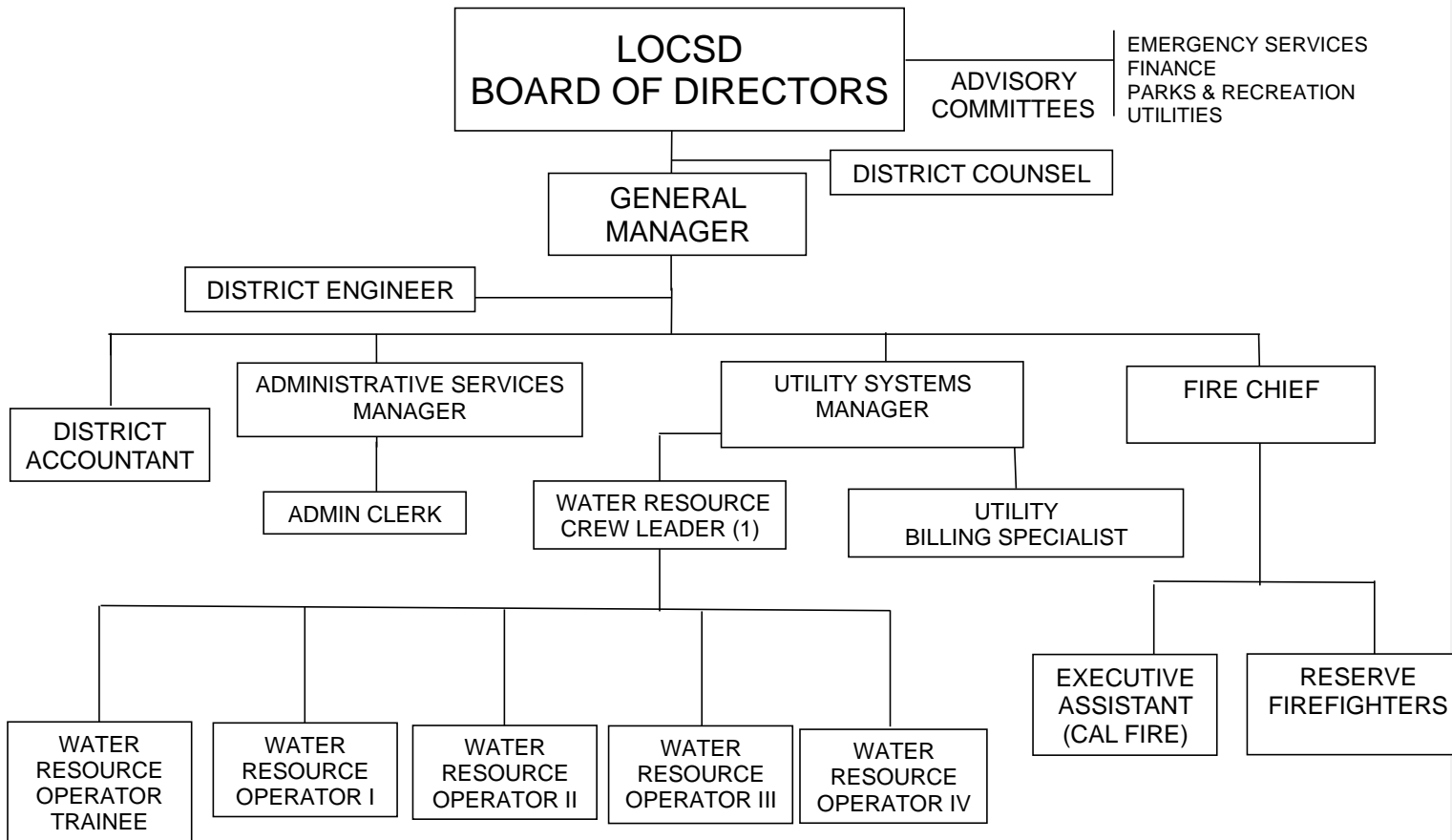
mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, sister-in-law and brother-in-law.

When an individual is considered for appointment in a department in which an immediate family member is already assigned, review of this fact shall be required at all appointing levels. The objective of this review shall be to assure equity to all members of the department.

When an individual is considered for appointment in a department where a close relative has supervisory responsibility, the appointment shall not be granted.

## **2010 - CHAIN OF COMMAND**

(See Chart on Next Page)



**LOS OSOS COMMUNITY SERVICES DISTRICT  
2020 ORGANIZATIONAL CHART**  
REVISED 1/1/2020

## 2020 – RECRUITMENT

### 1. Employment -Hiring

Applicants for employment shall be evaluated on the basis of their submitted material(s), personal interview(s), and demonstrated ability. This district shall retain all employment applications for a period of two years, whereupon they shall be discarded. The district will only solicit applications when position openings exist, when letters of resignation or retirement have been tendered by employees, or when vacancies or new position openings are anticipated. Upon completion of such evaluation, the board will be notified of final applicants, and the General Manager, or designee, shall select the applicant to be employed to fill the position opening, and shall promptly notify the board of directors of the name of the person selected. The board of directors may, but need not, review and approve such selection. If two people are hired on the same day for jobs that have the same rate of pay, it must be determined who was hired first. If two people are hired on the same day for different rates of pay, the employee with the higher pay rate will be deemed the employee hired first.

2. It is the philosophy of the district to promote from within the District, unless it would be in the district's best interest to hire from the outside. For this reason, most employment openings as they occur will be announced to all departments. All interested employees will be considered for the announced employment opening.

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

### ~~2. Employment of Relatives~~

~~The General Manager may disqualify from competition any applicant for employment or transfer request where the result of a positive hiring or transfer decision would put an employee in direct supervision of (or under the direct supervision of) a close family relative: spouses, co-habitants, parents, children, and siblings.~~

### 3. Pre-Employment Physical Examination

All offers of employment for probationary, regular, part-time, and contract employee positions shall be made contingent upon the respective applicant's successfully passing a physician's examination and drug test, to be provided at District expense.

An applicant shall not be employed until a negative drug screen result is obtained and a qualified physician has certified the applicant is qualified to do the type of work required by the position being applied for.

Prior to conducting the exam, the physician will be supplied with a specification/description of the position for which the applicant is applying, which shall include the description of the physical requirements and working environment of the position.

Applicants who refuse to cooperate in the examination and testing shall not be considered for employment. Applicants who have a positive drug test shall be denied employment.

Retesting of an individual who was previously employed, by the District, will be required if more than three (3) months have elapsed since said individual's last day of work for the District.

~~Appointments with the medical facility providing the examination and drug testing shall be made at least one day prior to testing, if possible, with the applicant provided minimal advance notice (no more than one day, if practical).~~

When the applicant reports to the medical facility for the ~~scheduled~~ examination and drug testing, identification shall be provided to said facility in the form of a photograph and verifiable signature (e.g. vehicle operator's license).

All test results shall be kept confidential. The applicant may be told he/she failed to pass the test, but only the General Manager and ~~Budget/Personnel Analyst~~Administrative Services Manager shall have access to the actual test results.

District employment application forms shall contain a notice to applicants as follows:

The District has a policy that any offer of employment shall be contingent upon the applicant successfully passing a physician's exam and a urine and blood test for illicit drugs pursuant to Section 5060. Persons who do not receive said physician's certification of qualification to do the type of work required by the position applied for, or who test positive for the presence of illicit drugs in their body will not be considered further. If you have reason to believe that you will not pass a physician's examination or will register positive on a drug test, or if you are unwilling to consent to such a test or examination, it is recommended that you

do not submit an application.

Immediately prior to reporting for drug testing, all applicants shall complete a Consent and Release Form to be kept on file in the District office which shall conform to the format in Appendix B.

4. DMV Record  
All applicants shall submit a current Department of Motor Vehicle record and may be required to provide proof of insurance to the District. The insurance carrier of the District will be requested to verify eligibility of insurability based upon the applicant's previous driving history. Applicants who are denied insurability by the District's insurance carrier will be disqualified.
5. Immigration/Citizenship Verification  
All employees must provide necessary documentation to prove identity and their right to work in the United States in accordance with Federal and State Immigration and Naturalization laws. Failure to provide such documentation will result in disqualification from selection or immediate termination. The District requires satisfactory evidence prior to the commencement of probationary employment of legal authority to work in the United States.
6. Written/Oral Examination  
The District may conduct employment testing and interviews of job applicants.

Individuals who will require reasonable accommodation to take a test as part of the selection process must make such request when submitting the application.

## **2025 - EQUAL OPPORTUNITY EMPLOYMENT**

The District employs persons having the best available skills to efficiently provide high quality service to the public. The District provides equal opportunity for all persons in all aspects of employment, including recruitment, selection, promotion, transfer, training, compensation, educational assistance, benefits, discipline, working conditions, reduction in force, reinstatement, and all other matters of employment. Such equality of opportunity shall be based solely on job related knowledge, skills, and job performance, and shall be without discrimination because of race, color, ethnicity, religion, national origin, sex, age, sexual orientation, handicap, veteran status, or any other factor unrelated to job performance.



~~It is the policy of the Los Osos Community Services District that there shall be no discrimination based upon race, national origin, religion, sex, physical handicap, veteran's status, or age in any personnel action, including recruitment, appointment, performance evaluation, promotion, the granting of leaves, and any disciplinary or grievance action.~~

## 2030 - BREAK IN SERVICE

1. For probationary and regular employees in all classifications, length of continuous service with the District will be used as the basis for determining benefits including sick leave and vacation time benefits. Length of continuous service will also be one of the considerations in promotions, demotions and layoffs.
2. Continuous service with the District will start with the date of employment and will continue until one of the following occurs:
  - A. An employee retires;
  - B. An employee voluntarily terminates his/her employment;
  - C. An employee is laid off; or
  - D. An employee is discharged for cause.
3. Continuity of an employee's service will not be broken by absence for the following reasons, and his/her length of service will accrue for the period of such absence:
  - A. Absence by reason of industrial disability;
  - B. Authorized absence without pay for less than thirty (30) days in a calendar year;
  - C. Absences governed by applicable state and/or federal laws such as military or National Guard ~~service~~ service; or
4. A re-employment list shall be established and maintained by the General Manager, or his designee for those employees that are separated from District Employment as a result of a layoff pursuant to Section 2050 (2) of these policies. An employee may remain on the list for one year and at the discretion of the General Manager may remain on the list for one additional year. In addition to its use for re-employing regular employees, the re-employment list shall be used to determine the order in which part-time employees shall be employed when other than regular work is available and additional employees are needed.

Previous regular employees who were laid off and rehired as part-time employees will have their employment service records maintained so that they accumulate length-of-service as they

work on an "hour-for-hour" basis.

Part-time employees who are hired for a position having regular status will have previously earned length-of-service maintained in their employment service records.

#### **2040 - OUTSIDE EMPLOYMENT**

1. No District employee shall be permitted to accept employment in addition to or outside of District service if:
  - A. The additional or outside employment leads to a conflict, or potential conflict of interest for said employee; or,
  - B. The nature of the additional or outside employment is such that it will reflect unfavorably on the District; or,
  - C. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.
2. An employee who does have additional or outside employment shall not be permitted to use District records, materials, equipment, facilities or other District resources in connection with said employment.

#### **2050 - SEPARATION FROM DISTRICT EMPLOYMENT**

1. Resignation. To leave District service in good standing, an employee must file a written notice of termination with the General Manager at least two (2) weeks before the effective date of separation of employment from the District. The General Manager may, however, grant good standing with less notice if he/she determines the circumstances warrant. Resignations may not be withdrawn without the General Manager's approval.
2. Layoffs. Whenever, in the judgment of the District Board, it becomes necessary, due to the lack of work, lack of funds, or other economic reason, or because the necessity for a position no longer exists, the Board of Directors may abolish any position of employment, and the employee holding such position may be laid off or assigned to a lower paying position.
  - A. Employees to be laid off shall be notified as soon as practicable and given at least 30 calendar days prior notice.
  - B. Except as otherwise provided, whenever there is a

reduction in the work force, the General Manager shall first demote an employee to a vacancy, if any, in a lower position for which the employee who is the latest to be laid off is qualified.

- C. An employee affected by layoff may ~~have be transferred to a vacant position within the same or comparable classification, or a vacant position in any former classification, first within the affected department and then District-wide, which the employee once held as a regular employee, provided that the employee meets the minimum qualifications of said positions and the compensation is at the same or lower rate of pay.~~ retreat rights to displace an employee who has less seniority in a lower position that the employee has previously occupied or supervised. For the purpose of this document, seniority includes all periods of full-time service at or above the retreat position being considered.
- D. In order to retreat to a former or lower position, an employee must request displacement action in writing to the General Manager within ~~five-ten (105)~~ working days of receipt of the layoff notice.
- E. Employees retreating to a lower position 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 position from which the employee was laid off.

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

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## CHAPTER THREE – COMPENSATION

### 3000 - HOURS OF WORK AND OVERTIME

1. This policy shall apply to all non-exempt employees.
2. The regular hours of work each day shall be consecutive except for interruptions for meal periods. The regular working day is generally defined as an 8-hour working day Monday through Friday, excluding holidays, with a mid-morning break of fifteen (15) minutes and a midafternoon break of fifteen (15) minutes. Break time must be used on a daily basis and time allocated to breaks may not be accumulated. Breaks may be taken on the job site or with the approval of a supervisor, may be taken away from a job site. Break times commence once a break is started and include travel time to and from the break location. The General Manager may authorize flexible work schedules provided it does not interfere with the regular workload of the District. The General Manager may also alter the workday of administrative staff depending on the District's needs, not to exceed 10 hours per day. Fire Department and utility crew staff may have shifts that exceed 10 hours per day and may have different start and stop times.
- ~~2. The regular hours of work each day shall be consecutive except for interruptions for meal periods. The regular working day is generally defined as an 8-hour working day Monday through Friday, excluding holidays, with a mid-morning break of fifteen (15) minutes and a mid-afternoon break of fifteen (15) minutes. Break time must be used on a daily basis and time allocated to breaks may not be accumulated. All breaks must be taken on the job site. The General Manager may authorize flexible work schedules provided it does not interfere with the regular workload of the District. The General Manager may also alter the workday of administrative staff depending on the District's needs, not to exceed 10 hours per day. Fire Department and utility crew staff may have shifts that exceed 10 hours per day and may have different start and stop times.~~
3. Tardiness shall be cause for disciplinary action. If an employee cannot report for work, then that employee is expected to notify his/her immediate supervisor within one half hour after the time the work day should have begun.
4. The workweek shall consist of seven (7) consecutive days from 12:01 o'clock a.m. Monday, through midnight Sunday.
5. Overtime: It is the policy of the District to ~~discourage~~avoid the necessity for overtime whenever possible. However, when overtime is necessary and authorized by the General Manager or

designated supervisor it shall be paid as follows:

- A. Time worked in excess of forty (40) hours in a workweek;
- B. Time worked on a designated holiday.
- C. Other than regular hours of work, any time worked by an employee in emergency repair or emergency maintenance of facilities of the District shall be compensated at the overtime rate of pay.

D. It is understood that time spent in seminars, conferences, and/or training sessions beyond the regular working hours is for the employee's benefit and not required as a condition of work. Any time used by employees traveling to and from seminars, conferences, or training sessions outside of regular working hours shall not be considered as time worked, and shall not be used to compute overtime unless specifically authorized by the General Manager or his/her designee in advance of travel. If an employee is directed by the District's General Manger or his/her designee or for mandatory schooling required for existing employment to attend a seminar, conference, and/or training session, travel time will be compensated.

D-E.

Overtime compensation will not be paid to Exempt Employees.

F.

E.

Compensated time off in lieu of overtime pay is not allowed unless specifically authorized by the General Manager or his/her designee, or as identified in a memorandum of understanding (MOU), if any, executed by the District and an employee bargaining unit or as provided in Section 4040.

~~F. The District elects and declares a 7(k)-work period for Fire Department shift employees (correlated with 18-day cycle referenced in MOU) pursuant to the Fair Labor Standards Act.~~

### 3010 - STANDBY POLICY AND PAY

1. A work schedule is maintained by the Water Resource Crew Leader and approved by the Utility Services Manager whereby operations employees, may be assigned on a rotational basis to be "on-call" on weekends, holidays, and other times not considered regular hours of work for the District employees or assigned to work alternative

workweeks. "On-call duty" is an assigned duty outside the normal workweek assignment during which an employee must remain where he or she can be contacted by telephone and he or she is ready for immediate call back to his or her department to perform an essential service.

- ~~1. A written schedule shall be maintained by the Utility Manager whereby all utility and maintenance employees including supervision shall be assigned, on a rotational basis, to be "on-call" on weekends, holidays and other times not considered regular hours of work for District employees. Standby duty for fire department personnel shall be assigned in writing by the Fire Chief.~~
2. When an employee is on-call, he/she shall be provided a cell phone, radio and/or pager, etc. that will provide notification in the event of an emergency. Said cell phone, radio and pager, etc. shall be kept in the on-call employee's possession during the entire on-call period of time. On-call employees need to remain unimpaired (e.g., refraining from drinking alcoholic beverages or marijuana usage) and able to perform all duties when on-call. Notification of an emergency may also be given verbally, in person or by telephone, by the General Manager, Utility Manager, or Fire Chief.
3. When an employee is on-call, he/she shall be free to utilize his/her time as desired, but must remain within 25 miles of the District and be able to arrive at District facilities within 35 minutes from the time of the initial call- back notification.
4. Standby duty shall be compensated at the rate ~~of \$2.75 per hour~~ negotiated in the Memorandum of Understanding. An employee shall not receive standby pay for hours actually worked or for hours reimbursed by a call-back minimum.
5. Exempt employees shall not be compensated for standby duty.

### **3020 - PAY PERIODS**

1. The salaries and wages of all District employees shall be paid every two weeks, on every other Friday, for the two work weeks ending five days earlier, except as otherwise provided in an employment contract or a Memorandum of Understanding approved by the Board of Directors.
2. In the event a payday falls on one of the holidays listed, the immediately previous working day shall become the payday.

### 3030 – COMPENSATION

1. This policy shall apply to all non-exempt District employees.
  - A. New Employees - All newly appointed employees shall be paid at the first step of the salary range for the position to which the employee is appointed except as provided elsewhere herein.
  - B. Advanced Step Hiring - ~~If the General Manager finds that qualified applicants cannot be successfully recruited at the first step of the salary range, he/she may request the Board of Directors to authorize an appointment at an advanced step up to Step 3 of the salary range, based on applicants' experience.~~ Based on the experience and qualifications of an applicant, the General Manager is authorized for an appointment up to Step 3 of the salary range. If a qualified applicant cannot be successfully recruited at Step one through Step 3, the General Manager may request the Board of Directors to authorize an appointment at an advanced step. Whenever advanced step hiring is approved an existing employee being paid at a lower salary step in the same range may be advanced to the step at which the new employee is appointed.
  - C. Re-employed Individuals - A person who previously held a full-time position from which the person was separated in good standing may, when re-employed in a position with the same or lower pay range than held at separation, be appointed at the same salary rate which was paid at the effective date of the person's termination, or the nearest lower applicable step for the range to which the person is appointed, provided such re-employment occurs within twelve (12) months from the date of said termination.
  - D. Substitute Employees - Subject to the following, a Substitute Employee shall be paid according to the salary schedule of the position that the employee is filling as a substitute.
    1. If the substitute employee is also a probationary employee, then the employee shall be paid at step one of the salary range.
    2. If the substitute employee is not a probationary employee, then the employee shall be paid at the lowest step of the salary range that avoids a reduction in pay for the employee.



2. Increase in compensation other than Cost of Living Adjustments for non-exempt employees.
  - A. Employees may qualify for advancement to the second step after completion of 12 months' service or the probation period if shorter upon the recommendation of the department head and approval by the General Manager.
  - B. Employees may qualify for advancement to the third step after the completion of one year of service in step two upon recommendation of the department head and approval by the General Manager.
  - C. Employees may qualify for advancement to the fourth step after completion of one year of service at the third step upon recommendation of the department head and approval of the General Manager.
  - D. Employees may qualify for advancement to the fifth step after completion of one year of service at the fourth step upon recommendation of the department head and approval of the General Manager.
  - E. A report verifying satisfactory performance of each employee recommended for advancement shall be submitted to the General Manager prior to final action on such recommendation.
  - E-F. Upon completion of two (2) years of outstanding service at Step 5 of a classification, and no opportunity for promotion to a new classification, and upon recommendation of the department head, the General Manager may award a one (1) time merit stipend. This stipend shall not exceed 2.5% of the current salary of the employee. The stipend will be a one-time payment which shall be paid the next pay period following the employee's qualification under this provision. The employee is limited to one stipend every twenty-four (24) months. The stipend will not be used for calculation of retirement benefits.
3. For the purpose of determining eligibility for step advancement for non-exempt employees, the anniversary date shall be as follows:
  - A. For employees entering the District service whom are appointed to a permanent position at the first step, the anniversary date shall be the day following the completion of 12 months of service at such step.

- B. For employees entering the District service who are appointed to a permanent position at a step other than the first step, the anniversary date shall be the day following the completion of 12 months of service at such step.
  - C. For employees who have completed six months' service at the first step and are thereafter compensated at a step other than the first step, the anniversary date shall be the date following the completion of one year of service at the higher step.
4. Cost of Living Adjustments – Annually, the Board may consider a Cost of Living Adjustment (COLA) for non-exempt employees. If the COLA is approved, it shall be calculated based on the average of Bureau of Labor Statistics Index CPI-W for the San Francisco/San Jose/Oakland SMSA for the preceding year and the Bureau of Labor Statistics Index CPI-W for the Los Angeles/Orange/Riverside SMSA for the preceding year. If approved by the Board of Directors, the step plan will be adjusted accordingly, thus keeping the plan current. Therefore, an employee may receive both a Cost of Living Adjustment and an increase in compensation pursuant to Section 3030(2) in any given year until the employee reaches Step 5. Upon reaching Step 5, the only salary adjustments an employee will receive will be Board approved Cost of Living Adjustments.
5. Promotion – Non-exempt employees promoted to a position with a higher pay range shall be placed on the step of the range allocated to the new classification which would grant such employee an increase in pay nearest to five percent but not less than four percent over the pay previously received by the employee; provided, however, the increase may exceed five percent at the discretion of the department head, if approved by the General Manager, and that such increase shall not exceed the top step of the range allocated to the new classification. Such action shall require the General Manager to establish a new anniversary date in accordance with the following criteria:
- A. For employees who are promoted to a permanent position and placed at the first step of the salary range, the anniversary date shall be the date following the completion of 12 months of service at such step.
  - B. For employees who are promoted to a permanent position and placed at a step other than the first step, the anniversary date shall be the day following the completion of one year of service at such step.

6. Exempt Employees

The following policies apply to exempt employees:

- A. The Board of Directors, upon considering the recommendation of the General Manager, shall establish the initial salary for exempt employees within the existing salary range.
- A.B. The Board of Directors, as part of the budget process, shall consider increases in compensation and cost-of-living adjustments for exempt employees.

**3035 – TRAINING PROGRAMS POLICY**

This policy shall apply to all District employees

1. Mandatory Training:

- A. An employee who is scheduled to work on a day coinciding with a mandatory training program will receive their regular rate of pay and will work the balance of the workday as scheduled.
- B. A non-exempt employee who is not scheduled to work on a day coinciding with a mandatory training program will receive time and one-half (1½) pay.

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2. Tuition Reimbursement and Non-Mandatory Training

- A. The parties agree that the District will reimburse both exempt and non-exempt employees for expenses, including tuition or registration and seminar fees, incurred taking job related classes, seminars, and other training/educational events pre-approved by the District.

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- 3. An employee may not submit request for vacation or time off, for a date that a mandatory training has previously been scheduled, unless for unforeseen circumstances.

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**3040 – UNIFORMS**

- 1. It is mandatory that all regular field personnel wear the designated District provided uniform, if any.
- 2. The cost of such uniforms shall be borne by the District.
- 3. Employees are responsible for any loss or damage of uniforms caused by negligence, misuse or personal (unrelated to District business) use of uniforms. Off-duty wearing of District provided uniforms must be pre-approved by the General Manager, or his designee. Upon

termination or separation, all uniforms must be returned to the District.

4. Employees are responsible for laundering and maintaining District-provided uniforms.

### **3050 - VEHICLE COST REIMBURSEMENT**

1. When an employee is authorized to use his/her personal vehicle in the performance of District work, he/she shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.
2. Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational.
3. Every attempt shall be made to coordinate work so that District vehicles are available and operational for the performance of said work.
- ~~4.~~ Proof of insurance covering collision, personal injury and property damage as required by law shall be required by the District of any employee using a personal vehicle in the performance of District work.
- ~~5.~~

### **3060 - ACCEPTING AND PROVIDING GIFTS**

1. An employee or his/her spouse, or other family members that could cause a conflict of interest for the employee pursuant to the California Political Reform Act and other laws and regulations, may not accept from, or provide to, individuals or companies doing or seeking to do business with the district, gifts, entertainment, and/or other services or benefits unless the transaction meets all of the following guidelines:
  - A. Is customary and gives no appearance of impropriety and does not have more than a \$25 value;
  - B. Does not impose any sense of obligation on either the giver or the receiver;
  - C. Does not result in any kind of special or favored treatment;
  - D. Cannot be viewed as extravagant, excessive, or too frequent considering all the circumstances including the ability of the recipient to reciprocate at District expense.

- E. Is given and received with no effort to conceal the full facts by either the giver or receiver.

~~2. Exceptions to these policies may be approved by the General Manager.~~

### 3070 - PERFORMANCE EVALUATION

- 1. These policies apply to all regular non-exempt and part-time employees.
  - A. The General Manager or ~~other responsible managing employee or his/her designated representative~~employee's supervisor shall conduct a scheduled performance review of each employee prior to the date upon which an employee is eligible for increases in compensation based on merit (see Section 3030).
  - B. Performance evaluations shall be in writing on forms prescribed by the General Manager or ~~other responsible managing employee~~employee's supervisor. Said evaluation shall provide recognition for effective performance and also identify areas that need improvement. All evaluations will have an overall evaluation of Unsatisfactory, Improvement Needed, Satisfactory, Above Satisfactory, or Outstanding. The parties agreed to the June 3, 2019 revised Employee Evaluation report and agree to its implementation.
    - (1) Unsatisfactory Work performance is well below the standard expected of a competent worker in that job, a majority of the time. Unsatisfactory ratings must be substantiated in a written statement by the rater.
    - (2) Improvement Needed Work performance is frequently less than the standard expected of a competent worker in that job, and improvable with additional training, experience, and/or effort.
    - (3) Satisfactory Work performance consistently meets the standard expected of a competent worker in that job.
    - (4) Above Satisfactory Work performance is generally above the standard expected of a competent worker in that job, a majority of the time.
    - (5) Outstanding Work performance is consistently and distinctly well above the standard expected of a

competent worker in that job; performance is definitely superior; Outstanding ratings must be substantiated in a written statement by the rater.

- C. The performance evaluation shall be signed by the evaluator and shall be discussed with the employee.
- D. ~~Unscheduled-Special~~ performance evaluations may be made at the discretion of the General Manager or other responsible managing employee or his/her designated representative.
- E. Performance evaluations can be appealed to the General Manager pursuant to Section 5010, Grievance Procedure. Employee evaluation grievances stop at the General Manager; they will not be heard by the Board of Directors. The General Manager may only modify employee evaluations if there is a compelling reason to do so.

- 2. The following policies apply to exempt employees:

Exempt employees shall be evaluated by the General Manager in accordance with paragraphs 1.~~8B~~.C.D. above during the ~~months anniversary month of employment of May and June of~~ each year.

## CHAPTER FOUR – BENEFITS

### 4000 – VACATION

1. This policy shall apply to regular and probationary employees in all classifications. For Non-Exempt Union employees please reference the Memorandum of Understanding.
2. Paid vacations shall be accrued according to the following schedule on an annual basis:
  - A. ~~For shift Employees:~~
    - ~~From the date of employment to the completion of the fourth year of service at the rate of 9.33 hours per month of full-time service;~~
    - ~~From the start of the fifth year of service to the completion of the ninth year of service at the rate of 14.0 hours per month of full-time service;~~
    - ~~After the completion of the ninth year of service, vacation time shall be accrued at the rate of 18.67 hours per month of full-time service.~~
  - For ~~other~~ Regular Employees:
    - From the date of employment to the fourth anniversary date of hire, at the rate of five-sixths of a working day per month of paid employment (10 days);
    - From the fourth anniversary date of hire to the ninth anniversary date of hire, at the rate of one and one-fourth working days per month of paid employment (15 days);
    - After the ninth anniversary date of hire, vacation time shall be accrued at the rate of one and two-thirds working days per month of paid employment (20 days).
3. Subject to the following, vacation time may be accumulated and/or postponed:
  - ~~On December 31 of each year, shift employees shall have an accrual of no more than 448 vacation hours.~~
  - On December 31 of each year, regular employees shall have an accrual of no more than ~~40 days~~320 vacation hours.
4. At termination of employment for any reason, the District shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination. ~~not in excess of 336 hours for Shift Employees and 240 hours for other Regular Employees.~~

5. Exempt employees shall earn an additional five (5) days per year of administrative leave, to be used subject to General Manager approval, in a similar manner as vacation time. Administrative leave shall not be accumulated and carried over from one calendar year to the next.
6. The District will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used.
7. If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.
8. Vacations may be scheduled at any time during the year upon approval of the employees' immediate supervisor. Vacation requests must be submitted in writing, and may not be approved if not submitted at least three weeks in advance, or if the request conflicts with other vacation requests.
9. Probationary employees shall not accrue vacation time during the first six months of the probation period. However, after completion of the first six months of the probation period, the employee is eligible for vacation leave. The employee will obtain one week of vacation time upon completion of the first six months of the probation period ~~of a comparable amount for shift employees.~~
10. Vacations are provided by the District to employees as a period of exemption from work with pay for the purpose of rest, relaxation and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. As such, pay in lieu of vacation time away from work shall not be permitted.

#### **4010 – HOLIDAYS**

1. This policy shall apply to all regular and probationary employees.
2. The following days shall be recognized and observed as paid holidays:
  - New Year's Day;
  - Martin Luther King Jr's Birthday;
  - The third Monday in February (Presidents Day);
  - Memorial Day;
  - Independence Day;
  - Labor Day;
  - Veteran's Day;
  - Thanksgiving Day;



- The Friday in November immediately following day designated as Thanksgiving Day;
  - Christmas Eve;
  - Christmas Day
3. Employees will accrue two (2) ~~personal leave days~~ floating holidays per calendar year. Floating holidays shall not be accumulated and carried over from one year to the next. Management will take all reasonable steps to accommodate employee requests to utilize floating holidays to avoid the loss of floating holiday leave. Any, provided it does not result in an accrual of more than one personal leave day at any time. An unused personal leave day ~~floating holidays~~ shall be cashed out upon separation from employment.
  4. All regular work ~~except for shift personnel~~ shall be suspended and employees shall receive one (1) day's pay for each of the holidays listed above. An employee on a leave without pay will not receive holiday pay.
  5. Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday.
  6. When an employee is taking an authorized leave with pay when a holiday occurs, they will receive holiday pay.
  7. If any employee works on any of the holidays listed above, he/she shall, in addition to his/her holiday pay, be paid for all hours worked at the rate of time and one-half ( $1\frac{1}{2}$ ) his/her regular rate of pay or as otherwise specified under Policy #3000 (Hours of Work and Overtime).
  - ~~8. Shift employees shall receive a ninety-five (\$95) payment every two weeks in lieu of receiving paid holidays.~~

#### **4020 - SICK LEAVE**

1. This policy shall apply to probationary and regular employees in all classifications. For Non-Exempt Union employees please reference the Memorandum of Understanding.
2. Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave provided prior notice is provided to his/her immediate supervisor.
3. Sick leave shall be accrued according to the following schedule:

~~A. For shift employees, sick leave shall accrue at a rate of 11.2 hours of sick leave with pay for each month of full-time service. Accrual of sick leave shall be limited to 2016 hours.~~

For other regular employees, employees shall earn sick leave at the rate of one (1) working day per month cumulative to a maximum of one hundred eighty (180) working days.

4. Sick leave may be used for the need of the employee and his/her spouse, parents, grandparents, child, step child, brother or sister, grandchild or corresponding relatives by marriage or any other person who is a legal dependent of employee.

~~A. For shift employees, no paid sick leave shall be granted because of illness or death in excess of three shifts for the death of such relative or any one occurrence of illness of such relative.~~

For other regular employees, no paid sick leave shall be granted because of illness or death in excess of five days for the death of such relative or any one occurrence of illness of such relative.

5. In order to receive compensation while on sick leave, the employee shall notify his/her supervisor prior to the time for beginning the regular work day, or as soon thereafter as -practical.

6. If absence from duty by reason of illness occurs, satisfactory evidence may be required by the General Manager or other responsible ~~managing-supervising~~ employee.

5. If an employee has more than 5 years of service with the District as a Regular Employee and leaves the District in good standing, he/she shall be compensated for all accrued sick leave not in excess of 180 days. Compensation shall be at a rate equivalent to 50% of his/her hourly salary.

~~4. Any unused sick leave can be converted to additional service credit in CalPERS, in lieu of receiving the above compensation, if the employee retires within 120 days of separation from employment. Eight hours of sick leave equals one day (.004 of a year of service). It takes 250 days of sick leave to receive one year of service credit (.004 x 250 = 1 year).~~

- ~~5-6.~~ Employees who have more than 14 years of service with the District as a Regular Employee shall be entitled to exchange two hours of

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sick leave for one hour of vacation. The maximum number of hours that can be exchanged during a calendar year for 40-hour workweek personnel shall be 80 sick leave hours for 40 vacation hours, ~~and for shift personnel 112 sick leave hours for 56 vacation hours.~~ Provided however; 40-hour workweek personnel must maintain a minimum balance of 30 days of sick leave and shall only be permitted to exchange those sick leave hours over the required 30-day sick leave balance, ~~and shift personnel must maintain a minimum balance of 336 hours of sick leave and shall only be permitted to exchange those sick leave hours over the required 336 hours sick leave balance.~~

#### 4025 - FAMILY AND MEDICAL LEAVE

- ~~This policy shall apply to all District employees meeting the eligibility requirements described below.~~1. The purpose of this policy is to clarify how the District will implement the Family and Medical Leave Act of 1993 (FMLA). The provisions of the MOU with SLOCEA shall prevail, notwithstanding the contents of this policy, unless said provisions are in conflict with the FMLA.
- 2. An employee may take an unpaid Family and Medical Leave up to a maximum of 12 workweeks of Family and Medical Leave within a 12-month period. The 12-month period within which the 12 workweeks of leave must be taken begins on the date the employee's leave begins and concludes 12 months after that date.
- ~~3.~~3. A Family and Medical Leave may be taken for the following reasons: for the birth of the employee's child, the placement of a child with the employee for adoption or foster care, to care for the employee's spouse, child or parent (collectively "Family Member") who has a serious health condition, or for a serious health condition that makes the employee unable to perform his/her job. Eligible employees will be provided with up to 12 weeks of unpaid leave each year to care for a newborn, adopted, or foster child or for a child, parent, or spouse with a serious health condition. In addition, employees who are unable to perform the functions of their position because of a serious health condition will also be entitled to 12 weeks of unpaid leave. "Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that entails:
  - Inpatient care in a hospital, hospice, or residential medical care facility; or,
  - Continuing treatment by a health care provider.
- ~~3-4.~~3-4. An employee is eligible for Family and Medical Leave if the employee has at least 12 months of service with the District and has worked at least 1,250 hours during the 12-month period preceding the date

the leave is to begin.

4.5. A Family and Medical Leave may be taken on an intermittent basis.

- A. Leave may be taken intermittently (in blocks of time or on a reduced-time schedule) if the leave is for the serious health condition of the employee or the employee's Family Member and if such intermittent leave is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one work day.
- B. Intermittent leave may be taken in two-week increments for the birth or placement of a child. Intermittent leave for a shorter period (at least one day) may be taken on a maximum of two occasions.

6. Any leave taken for the birth, adoption, or foster placement of a child must be taken ~~for the birth, adoption, or foster placement of a child must be taken~~ within one year of the birth or placement of the child with the employee.

5.7. If both parents ~~are both employed by the District, the total number of workweeks of leave to which both may be entitled shall be limited to 12 weeks if leave is taken for the birth, adoption, or foster placement of a child or for the purpose of caring for a seriously ill parent.~~ ~~are employees of the District, the parents are eligible for a combined total of twelve weeks leave for the birth or placement of a child.~~

6.8. Employee Obligations

- A. An employee must contact his or her supervisor as soon as the employee becomes aware of the need for family and medical leave. If the leave is for the birth, adoption, or foster placement of a child, or for planned medical treatment for a serious health condition of the employee or family member, the employee must provide at least 30 days' advance notice before the leave is to begin. If 30 days' notice is not possible, notice must be given as soon as practicable.

Employees seeking leave on account of a serious health condition must provide the General Manager with medical certification regarding their condition.

- B. The General Manager may require employees to obtain, at the District's expense, a second medical opinion from a qualified

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health care professional. If the second opinion differs from the first, the General Manager may require, at the District's expense, a third medical opinion from a qualified health care provider, mutually selected by the District and employee. Such selection shall be made from a list of five (5) qualified Independent Medical Evaluators (IME), which the District shall request from the *California Medical Evaluators (CME)*;

CME Contact Info

Main Email: [sales@calmedeval.com](mailto:sales@calmedeval.com)

Main Phone: 888-863-8933

Website: [www.calmedeval.com](http://www.calmedeval.com)

The District and employee shall select from the five names that appear on the list provide by CME. If the parties are unable to agree on a specific name, the parties shall take turns striking names from the list until only one name remains. The party to strike the first name from the list shall be determined by coin toss between the parties. The remaining name shall be retained by the District to render the third medical opinion.

~~B. If the leave is needed for the employee's own serious health condition, the employee must provide a certification from the health care provider stating: (1) the date of commencement of the serious health condition; (2) the probable duration of the condition; and (3) that the employee is unable to work at all or is unable to perform any one or more of the essential functions or his/her position because of the employee's serious health condition. The District will require certification by the employee's health care provider that the employee is fit to return to his/her job. Recertification will be required if the employee requests an extension beyond the original certification period.~~

~~C.~~

~~D. The District may require, at its expense, a second opinion from a health care provider designated by the District. The health care provider designated by the District will not be one who is employed on a regular basis by the District. If the second opinion differs from the first opinion, the District may require, at its expense, that the employee obtain a third opinion by a health care provider approved jointly by the District and the employee. The third opinion shall be considered final and binding on the District and the employee.~~

E.C. If the leave is needed to care for the serious health condition of a Family Member, the employee must provider certification from the health care provider stating: (1) the date of commencement of the serious health condition; (2) the probable duration of the condition;

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(3) an estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the child, parent, or spouse; and (4) confirmation that the serious health condition warrants the participation of the employee to provide care. Recertification will be required if the employee requests an extension beyond the original certification period.

#### 7.9. Compensation and Benefits

- A. An employee ~~to be eligible for leave under the FMLA, the employee will first be required to use applicable accrued paid leaves permitted by the District, including vacation leave and sick leave for the first part of the 12-week statutory leave taking family and medical leave must exhaust all accrued sick leave and all unused vacation time before entering leave-without-pay status. Paid leave may not be added to the end of the 12 weeks of unpaid leave without the General Manager's prior approval. leave for a serious illness counts toward the 12-week maximum leave period.~~
- B. Employees on leave-without-pay will not continue to accrue vacation time or sick time and will not be paid for holidays during the leave.
- C. An employee taking ~~Family and Medical Leave~~FMLA will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave, provided that the employee continues to pay his or her required portion of the premium payments (if any). The District will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse the District for any employee contributions paid by the District while the employee was on unpaid leave. A payment schedule for employee premiums will be set up with the Administrative Services Manager at the time the leave commences.

#### G.D. Upon return from Family and Medical Leave

~~Upon return from~~ a Family and Medical Leave, an employee

will be reinstated to his/her original position or to a comparable position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Family and Medical Leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee would not be entitled to reinstatement. An employee's use of Family and Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

10. Reinstatement may be denied to certain salaried, non-represented, "Key" employees. Such employees will be notified of this possibility at the time the leave is requested.
11. If an employee fails to report to work promptly at the end of the leave, the District will assume that the employee has resigned.

#### 4030 - BEREAVEMENT LEAVE

This policy shall apply to regular employees in all classifications.

In the event of a death of a spouse, parent, grandparent, child, brother or sister, grandchild, or corresponding relatives by marriage, an employee may be granted a non-paid leave of absence not to exceed five (5) days. The employee may use accumulated sick leave and vacation time during the bereavement leave. Certification may be required by the General Manager or other responsible managing employee.

#### 4035 - PREGNANCY RELATED LEAVES AND TRANSFER PRIVILEGES

This policy applies to all regular employees in all classifications. ~~District employees.~~

~~7.1.~~ An employee who is temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions may take an unpaid pregnancy disability leave.

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~~8.2.~~ An employee affected by pregnancy or a related medical condition may be eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated.

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~~9.3.~~ Time off for necessary prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all

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covered by this policy.

#### 40.4. Employee Obligations

- A. An employee should make requests for pregnancy disability leave to her supervisor as soon as possible. The employee should also inform their supervisor when such leave is expected to begin and how long it will likely last. The employee should make arrangements with their supervisor regarding the scheduling of any planned medical treatment or appointments in order to minimize disruption to the operations of the District. at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.
- B. A health care provider's statement must be submitted verifying the need for pregnancy disability leave or for a transfer and stating: (1) The date on which the employee became disabled due to pregnancy, childbirth or related medical condition or the date on which the need for a transfer became medically advisable; (2) The probable duration of the period(s) of disability or the duration of the need for a transfer; ~~and~~ (3) A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons, or that the transfer is medically advisable.; and (4) return to work from PDL will be allowed only when the employee's health care provider endorses a release that must be submitted to the employee's supervisor. The District may require recertification if the employee requests an extension beyond the original certification.
- C. If there is any change in the information contained in the health care provider's statement, the employee should report these changes promptly to her supervisor.

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#### 41.5. Length of Leave

- A. Full-time employees are granted unpaid leave for the period of actual disability, up to a maximum of four months (88 working days for five-day, 40-hour week employees).
- Part-time employees are granted unpaid leave on a pro-rata basis. The available leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

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B. The pregnancy disability leave need not be taken in one continuous period of time, but can be taken on an as-needed basis. In other words, leave may be taken intermittently or on a reduced work schedule when determined medically advisable by the employee's health care provider. The smallest increment of time that can be used for such a leave is one hour. The District may transfer the employee to an alternative position or alter the existing job to accommodate intermittent leave or a reduced work schedule. The employee will receive the same pay and benefits in the alternative position.

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#### 42-6. Compensation and Benefits

A. An employee taking pregnancy leave must exhaust all accrued sick leave before entering leave-without-pay status. The employee may then substitute all accrued paid vacation, personal leave, paid time off, and short-term salary continuation, if applicable, before continuing leave on an unpaid basis. Compensated leave will be counted toward the four-month entitlement.

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B. The employee may also be eligible for state disability insurance for the unpaid portion of the leave.

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C. Employees on leave-without-pay will not continue to accrue vacation time and will not be paid for holidays during the leave.

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If an employee taking a Pregnancy Leave would be entitled to continuation of health benefits under the District's Family and Medical Leave Policy, the District will allow the employee to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave, provided that the employee continues to pay his or her required portion of the premium payments (if any). The District will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse the District for any employee contributions paid by the District while the employee was on unpaid leave. A payment schedule for employee premiums will be set up with the Administrative Services Manager at the time the leave commences. Any employee taking a Pregnancy Leave who is not eligible for benefits continuation under the Family and

Medical Leave Policy will receive continued benefits on the same terms and conditions as other medical leaves.

3-8. When a pregnancy disability leave ends, the District will reinstate an employee to her original position or to a comparable position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Pregnancy Leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated during the leave and there is no comparable position available, then the employee would not be entitled to reinstatement. An employee's use of Pregnancy Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave. So that the District can properly schedule an employee's return to work, an employee on pregnancy disability leave should provide her supervisor with at least two week's advance notice of the date she intends to return to work.

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4.9. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

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10. If an employee fails to report to work promptly at the end of the pregnancy disability leave, the District will assume that the employee has resigned.

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#### 4036 – LACTATION ACCOMODATION POLICY

This policy shall apply to probationary and regular employees in all classifications. The purpose of this policy is to establish the standards and process which will allow the Agency to provide a lactation-friendly workplace in accordance with California Labor Code Sections 1030 through 1034.

1. Department Heads shall ensure that employees are provided with a supportive work environment in which to make lactation accommodation requests.

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2. An employee who desires accommodation for lactation purposes shall make a request for accommodation to her supervisor or Administrative Services Manager.

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3. A request for lactation accommodation may be made verbally or in writing and shall include the following details:

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A. The anticipated daily frequency of the accommodation.

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B. The Start date of the accommodation.

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- C. The anticipated end date of the accommodation.
4. The Agency shall respond to an employee's request for lactation accommodation within five business days. In the event the Agency is unable to meet the employee's accommodation request, the Agency shall provide a written response to the employee with an explanation and proposed alternatives.
5. The Agency and the employee shall establish a mutually agreed upon schedule for lactation purposes during the regularly scheduled workday.
6. To the extent possible, the employee's schedule for lactation purposes shall coincide with the employee's lunch period and scheduled breaks.
7. In the event the time needed for lactation purposes does not coincide with the employee's lunch period or scheduled breaks, and it is not possible for the Agency to adjust the employee's lunch period or breaks to accommodate lactation, the time needed for lactation purposes shall be charged as paid leave. In the event the employee desires additional time beyond her lunch period and/or breaks for lactation purposes, the additional time shall be charged as paid leave. When using paid leave for lactation purposes, any leave balance may be used.
8. The Agency shall provide the employee with the use of a room or location that is in close proximity to the employee's work area, and is shielded from view and free from intrusion while the employee is expressing milk. Such room shall not be a restroom.
9. The room or location which is made available for lactation purposes shall meet the following criteria:
- A. Be safe, clean, and free of toxic or hazardous materials.
- B. Contain a place to sit and a surface on which to place a breast pump and personal items.
- C. Include access to electricity.
- D. Provide a sink with running water and a refrigerator (or other suitable cooling device, such as an Agency-provided cooler, for storing milk) in close proximity to the employee's work area.
10. A multi-purpose room may be used as lactation space if it satisfies the requirements previously listed. However, the use of a multi-purpose room, when needed for lactation purposes, takes priority over other

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uses of the room.

11. An employee has the right to file a complaint with the California Labor Commissioner for any violation of lactation accommodation rights under Labor Code Sections 1030 through 1034.

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12. This policy shall be shared with new hires as well as with any employee who inquires about or requests pregnancy or parental leave.

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#### 4040 - LEAVE FOR JURY DUTY

This policy shall apply to probationary and regular employees in all classifications.

An employee who is summoned to jury duty shall be granted leave with full pay and benefits until excused by the court. Any pay for jury duty, exclusive of mileage allowance shall be deposited by the employee with the District. If an employee is released from jury duty with two (2) or more hours remaining in the employee's regular workday, the employee must return to work.

#### 4050 - VOLUNTARY LEAVE OF ABSENCE

1. Voluntary Leaves of Absence without Pay

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A. With the approval of the General Manager or other responsible managing employee, an employee may request a leave of absence without pay for a period of up to 30 days. Any voluntary leaves greater than 30 days must be recommended by the General Manager and pre-approved by the Board of Directors. In no event, shall voluntary leaves be granted in excess of six months.

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B. Voluntary leaves of absence may be taken in conjunction with, and at the conclusion of, an authorized use of vacation.

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C. Voluntary leaves of absence without pay will only be authorized once all available vacation and any other accrued leave time has been used by the employee. The leave of absence without pay will be without any accrual of pay and/or other benefits available to regular employees of the District.

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D. Due to the District's limited work force, maintenance of job classifications for the term of a voluntary authorized leave of absence without pay cannot be guaranteed beyond the date of the end of the leave period.

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E. If an employee requests a voluntary leave of absence that would be granted for eligible employees under the Family Medical Leave Act, the District will make reasonable efforts to accommodate the request. Approval of any such request must be made by the Board of Directors and may be denied if it would, in the Board of Director's sole discretion, adversely affect workloads, working hours, and/or costs to the District.

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## 2. Employee Obligations

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A. If an employee requests leave for the birth, adoption, or the foster placement of a child, and the need for leave is foreseeable, the employee must provide his or her immediate supervisor with at least 30-day notice if possible. However, if the date of the birth, adoption, or foster placement requires that leave begin in less than 30 days, the employee must provide his/her immediate supervisor with as much notice as practicable. If the employee requests leave because of a serious health condition, the employee must provide his/her immediate supervisor with 30 days' notice or with as much notice as practicable.

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B. Employees seeking leave on account of a serious health condition must provide his/her immediate supervisor with medical certification regarding their condition. The General Manager may require employees to obtain, at the ~~Los Osos Community Service~~ District's expense, a second medical opinion. If the second medical opinion differs from the first, the General Manager may require a third medical opinion from a mutually agreed on health care provider.

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C. For most leaves, employees will not be permitted to take their leave intermittently or on a reduced-leave schedule without the General Manager's approval. However, intermittent leave or a reduced-leave schedule may, if medically necessary, be taken by the employee because of a serious health condition. An employee who seeks intermittent leave or leave on reduced-leave schedule because of planned medical treatment may be required to transfer temporarily to a different position, with equivalent working conditions, that accommodates recurring periods of leave better than the employee's regular job.

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**4060 - INJURED ON DUTY**

The District's record keeping system for its Injury and Illness Prevention Program shall conform to Cal/OSHA standards. Records shall be used to measure and evaluate the success of said program.

4.1. All on-the-job injuries shall be reported to a department head, no matter how minor. The department head shall make an immediate report to the General Manager where appropriate documentation shall be made.

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5.2. All minor injuries should be treated with first aid as soon as possible, then a "first aid" report completed and turned in to the Administrative Services Manager.

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6.3. Exposure forms to be completed for exposure to hazardous materials or infectious blood borne pathogens and turned in to the Administrative Services Manager.

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7.4. In addition to immediately reporting on-the-job injuries to a department head, employees must complete an injury, accident, and damage report within twenty-four hours of occurrence, (unless a damaged vehicle is out of town or accident occurs on the weekend, then immediately upon arrival back in the District or first thing Monday morning). These reports must be filed in ink; no pencil written reports will be accepted. Upon completion of report, turn in to the Administrative Services Manager.

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**4070 - MODIFIED OR LIGHT DUTY**

Employees receiving a physician's prognosis and desiring a "modified duty" assignment must submit a physician's statement authorizing "modified duty" including a detailed description of the type of work that the employee can safely perform. Such "modified duty" will only be assigned in the event that the General Manager determines that a sufficient amount of such work is available in the employee's department, and that such an assignment is in the District's best interest. Such "modified duty" may be assigned on a full-time, part-time, or as-needed basis and can be terminated by the General Manager at any time.

**4080 - CAFETERIA BENEFIT PLAN BENEFIT CONTRIBUTIONS**

~~1. The District has the right to change medical, vision, and/or dental providers after consultation with affected employees and their representatives.~~

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1. District has the right to change medical and/or dental providers offered by the District during the course of this agreement. The District agrees that it will not arbitrarily or unreasonably deny the Association the opportunity to offer to active and/or retired regular or associate members of the Association and Association sponsored health insurance plan under the

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District's Cafeteria 125 Plan effective with the plan year commencing January 1, 2008.

2. CalPERS Health Insurance

A. The Minimum Employer Contribution amount is prescribed by Government Code Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The District's current minimum obligation under PEMHCA is \$133.00 per active and retired employees. CalPERS will increase this amount to \$136.00 per active and retired employees, effective January 1, 2019.

B. The District hereby declares that the liability referred to in 9.2.1 is included in the cafeteria amounts paid by the District to active employees for their medical and health plans as described in Section 4080(4).

C. The District further declares that it will continue to pay the mandated amounts for retired employees who remain under the CalPERS medical program and as billed by CalPERS monthly. This amount is not otherwise payable to the retired employee for any medical coverage outside CalPERS.

D. The District has no other liability to pay for the medical/health plan of employees who opt not to participate in CalPERS health insurance program other than the cafeteria contributions as listed in Section 4080(4). For employees who opt out of the CalPERS medical plan or any future District's medical/health plan the employee has to provide proof of alternative health insurance coverage.

3. Parties agree that all employees shall be enrolled in one of the health care plans offered by the District or the Association, except as otherwise noted in Section 2D above. All employees are required to participate in vision and dental plans and may cover dependents as allowed by the plans and any pertinent legislation.

4. Unless modified by a fully executed Memorandum of Understanding or other agreement approved by the Board of Directors, the District agrees to contribute the following monthly cafeteria benefit payments, effective July 1, 2014 to both exempt and non-exempt employees; it is to be noted that these amounts include any District's mandated portion of the program costs that are billed by CalPERS as described in Section 9.2.1:

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- a) Employee plus two (2) or more dependents shall receive one thousand dollars (\$1,000.00).
- b) Employee plus one (1) dependent shall receive eight hundred and twenty-five dollars (\$825.00).
- c) Employee only shall receive seven hundred and fifty dollars (\$750.00).
- d) Employee who opts out of CalPERS medical shall receive six hundred and twenty-five dollars (\$625.00).

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5. The District agrees to share any increases imposed by CalPERS Medical during the term of this agreement, with a cost sharing of 50/50. The District will cover 50%, with the employee covering 50% of the increases imposed by CalPERS.

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6. The employees shall only be permitted to use the District contribution for:

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- (1) employee-only medical, vision and dental coverage (this coverage is mandatory); (2) if the employee has dependent coverage, the balance of the District contribution shall be used to pay those premiums; (3) thereafter any funds remaining in excess of that requirement shall be cashed out. In no event shall any portion of this contribution, be made available to the employee as salary or in any other manner than those provided in this policy.

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~~2. PERS Health Insurance~~

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~~a. The District shall contribute up to \$16.00 per month per regular and probationary employees for payment to the PERS health insurance program.~~

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~~b. The first \$16.00 per month of payment by the District to spill-over/cafeteria plans, per (b)(4) and 11(e) shall be designated and limited to payment for PERS health insurance.~~

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~~c. For employees who opt not to participate in PERS health insurance, following submission of proof of alternative health insurance coverage, the District shall reduce the spill-over/cafeteria plan payment by the \$16.00 per month PERS health insurance payment and have their spill-over/cafeteria amount reduced by that amount.~~

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~~d. The District benefit contributions shall be spent in the following order; employee only medical insurance (except as otherwise noted in b(3), employee vision, employee and/or~~

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~~dependent dental, if any, dependent medical, if any; Retirement contributions. The District's obligation to make these contributions shall not exceed the employee's total obligation to make these payments.~~

~~3. Vision and Dental Plans~~

~~a. The District shall establish vision and dental plans for employee participation.~~

~~1. All employees shall be enrolled in one of the health care plans offered by the District, except as otherwise noted in (b) above. All employees are required at a minimum to participate in employee-only vision and dental plans.~~

~~Unless modified by a fully executed Memorandum of Understanding or other agreement approved by the Board of Directors, The District will contribute up to a maximum of four hundred forty eight dollars and forty seven cents (\$448.47 per month per non-exempt employee toward the current medical and dental plans. The District will contribute up to a maximum of five hundred twenty one dollars and four cents (\$521.04) per month per exempt employee towards the current medical and dental plan. The employees shall only be permitted to use the District contribution for:~~

~~• employee-only medical, vision and dental coverage (this coverage is mandatory); (2) if the employee has dependent coverage, the balance of the District contribution shall be used to pay those premiums; (3) thereafter any funds remaining in excess of that requirement shall be cashed out. In no event shall any portion of this contribution, be made available to the employee as salary or in any other manner than those provided in this policy.~~

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## 4090 - RETIREMENT CONTRIBUTIONS

1. The District participates in CALPERS (the California Public Employees Retirement System). The District will contribute the amounts established by PERS as the employer's obligation. For those District employees hired prior to October 19, 2000, the District will also contribute that portion of the employee's obligation that the District was contributing in effect on October 19, 2000.
2. Unless modified as provided in these Personnel Policies or by a fully executed Memorandum of Understanding or other agreement approved by the Board of ~~directors~~Directors, District employees hired after October 19, 2000 shall contribute 100% of the employee's obligations for CALPERS retirement benefits.

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## CHAPTER FIVE - EMPLOYEE RELATIONS

### 5000 - UNAUTHORIZED VOLUNTARY ABSENCE

- ~~C-1.~~ Voluntary absence from work without permission is grounds for termination.
- ~~D-2.~~ Voluntary absence from work without permission for three (3) consecutive working days shall be considered an automatic resignation.

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### 5010 - GRIEVANCE PROCEDURE, OTHER THAN DISCIPLINARY ACTION AND DISMISSAL OF TENURED EMPLOYEES

1. This policy shall apply to all regular employees in all classifications.
2. The purpose of this policy is to provide a procedure by which employees may formally claim that he/she has been affected by a violation, misapplication, or misinterpretation of a law, District policy, rule, regulation or instruction.
3. Specifically excluded from the grievance procedure are changes in employee relations resulting from the execution of an MOU, if any, those involving the amendment of state or federal law; and those resolutions, ordinances or minute orders of the District's Board of Directors, not affecting wages, hours and terms and conditions of employment.
4. Grievance Procedure Steps.
  - A. Level I. Within ~~5~~thirty (30) days following the incident that caused or led to the problem, the employee will give written notice of the grievance to his/her immediate supervisor. The immediate supervisor shall hold discussions with the employee within ten (10) working days and attempt to resolve the matter within ~~three-ten (103)~~ working days after ~~receiving notice of the grievance~~the discussions. The supervisor shall provide a written decision to the employee either denying or granting the employee's grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the employee and the immediate supervisor. If the grievance is against the employee's supervisor, the employee may skip Level I and advance to Level II, provided that he or she complies with all applicable time limits and other requirements for Level I (i.e., the employee must still file the initial grievance within 30 calendar days).
  - ~~B. Level II. If the employee is not satisfied with the discussions and attempts to resolve the matter, the employee shall then present the evidence in writing (attached as Appendix A) to his/her~~

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~~immediate supervisor within five (5) working days after the conference between the employee and the immediate supervisor. The supervisor will then provide the employee with a written reply. If the reply is not satisfactory, the employee then proceeds to the next step.~~

~~C-B.~~ Level III. General Manager. If the grievance has not been resolved at Level II, the employee ~~must~~ may present appeal his/her grievance in written writing on a form provided by the District (attached as Appendix "A") to the General Manager within ten (10) working ~~—~~ days after ~~receiving the written reply from his/her immediate supervisor.~~ the supervisor has issued his or her written decision.

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The statement shall include the following:

- I. A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted;
- II. The circumstances involved;
- III. The decision rendered by the immediate supervisor at Level I, if any;
- IV. The dates when: (i) the grievance was first discussed with the immediate supervisor, (ii) the Level I response was issued, and (iii) the employee submitted the grievance to Level II; and

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- ~~IV.~~ The specific remedy sought.

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The General Manager shall communicate his/her decision within ~~tenfive~~ (105) working days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest. If the General Manager does not respond within the time limits, the employee may appeal to the next level. Time limits for appeal shall begin the day following receipt of written decision by the General Manager. Within the above time limits, either party may request a personal conference with the other. If a personal conference is requested, the General Manger shall have ten (10) working days from the date of the conference to issue his or her decision.

~~D-C.~~ Level IIIV. Board of Directors. Appeals to the Board of Directors

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may only be made for those grievances against the General Manager, and those not involving employee evaluations, except if the General Manager prepares the evaluation. In the event the employee is not satisfied with the decision at Level II, the employee may appeal the decision in writing to the District's President of the Board of Directors within tenfive (105) working days. The statement shall include a copy of the original grievance; a copy of the written decision by the General Manager; and a clear, concise statement of the reasons for the appeal to Level III.

The President, as soon as possible at a regular monthly meeting of the Board, shall schedule a hearing to formally receive the written grievance and the answers thereto at each step and to hear evidence regarding the issue or issues. The Board of Directors shall thereafter issue a written decision.

## 5. Basic Rules

### ~~E. Basic Rules~~

A. If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered resolved and no further appeal will be allowed.

B. By agreement in writing, the parties may extend any and all-time limitations of the grievance procedure.

C. The General Manager may temporarily suspend the grievance processing on a District-wide basis in an emergency situation. Employees covered by this policy may appeal this decision to the Board of Directors.

D. A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file.

~~4-E. The employee is entitled to be represented at all parts of the grievance process.~~

~~By agreement in writing, the parties may extend any and all-time limitations of the grievance procedure.~~

~~The General Manager may temporarily suspend grievance processing on a District wide basis in an emergency situation. Employees covered by this policy may appeal this decision to the Board of Directors.~~

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~~A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file.~~

- ~~6.~~ Prior to pursuing remedies provided by law, employees must first comply with the District's grievance policies.

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## 5020 - DISCIPLINE AND APPEALS PROCEDURE

- ~~I.1.~~ Purpose. The purpose of this procedure is to establish the types of actions for which an employee can be disciplined and the disciplinary measures that may be used.

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- ~~II.2.~~ Exclusive Remedy. The procedure set forth in this Procedure shall be exclusive, and the failure of an employee to utilize the provisions herein shall constitute a waiver of any claim to relief.

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- ~~III.3.~~ Application. This Procedure applies only to Regular Employees. Regular Employees do not include Probationary Employees, the General Manager, the District Legal Counsel, any employee employed by contract, or any employee hired on a temporary, special, provisional, seasonal, or emergency basis, or any independent contractor. An employee not covered by this Procedure may be disciplined without reference to these provisions.

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- ~~IV.4.~~ Grounds for Discipline. Discipline may be taken against an employee for "good cause." Good cause exists where any fact or set of facts, based upon relevant circumstances, may be reasonably relied upon in the exercise of discretion as a basis for disciplinary action. The following are set forth as examples only and shall not be construed as an exclusive list:

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~~A.~~ Fraud in securing employment

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~~B.~~ Abuse of sick leave, continued absenteeism or tardiness, and/or unexcused absences

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~~IV.C.~~ Violation of any lawful or reasonable regulation or order made and given by an employee's supervisor; insubordination

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~~V.D.~~ Failure to follow the chain of command as established in Section 2010 of these Policies

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~~VI.E.~~ Failure to follow grievance policies established in Section 5010 of these Policies

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~~VII.F.~~ Tardiness and violation of sick leave

~~VIII.G.~~ Theft

~~IX.H.~~ Misuse of District credit cards and violation of purchasing

- policies
- ~~XI.~~ Negligence in the performance of duties
  - ~~XII.~~ Incompetence or inefficiency
  - ~~XIII.~~ Use, possession, being under the influence of, sale/purchase or offer to sell/purchase illegal drugs and narcotics or alcohol during working hours
  - ~~XIV.~~ L. Falsification of records
  - ~~XV.~~ M. Fighting or other abusive conduct toward employees or the public
  - ~~XVI.~~ N. Negligent or reckless operation of district vehicles and equipment
  - ~~XVII.~~ O. Deliberate destruction or damage to district property, public property or the property of another employee
  - ~~XVIII.~~ P. Possessing firearms or dangerous weapons on district property or during hours when the employee is employed by the District unless authorized in writing
  - ~~XIX.~~ Q. Dishonesty or fraud
  - ~~XX.~~ R. Private use of district equipment, vehicles, tools and materials without approval of the manager
  - ~~XXI.~~ S. Violation of safety rules, ~~or~~ unsatisfactory driving record, or Harassment as defined in this Personnel Policy
  - ~~XXII.~~ T. Conviction for a felony.
  - ~~XXIII.~~ U. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his or her employment.
  - V. Violation of district rules, regulations or policies
  - W. Any act or failure to act during or outside of work hours, which hinders the performance of their position at the District.

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5. Prior to Disciplinary Action. Depending on the nature of the conduct or the performance deficiency, the District will generally give an employee an oral warning, which is corrective and is non-disciplinary in nature, prior to taking formal disciplinary action. An oral warning is encouraged but is not required before issuing formal disciplinary action.

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An oral warning is a communication to an employee that his or her performance or behavior must be improved and failure to do so may result in discipline. An employee's supervisor or the General Manager may note the date, time, and content of oral warning, but no record of an oral warning shall be placed in the employee's personnel file unless subsequent disciplinary action is taken.

6. Types of Discipline Action -- ~~Minor~~ Disciplinary action includes written warning, suspension, reduction in salary, demotion, or termination of employment.

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•A. Types of Discipline - Minor

~~A. Corrective Counseling: Corrective counseling may be conducted with an employee whose conduct or performance must be improved and which details the areas for improvement, the degree of improvement required, and notice that failure to improve will result in more serious disciplinary action. The supervisor may document the verbal warning and place it in the employee's personnel file with a copy to the employee with said document being expunged from the file, if within a 12-month period, no other disciplinary action occurs.~~

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I. Written Reprimand: A formal written notice to an employee that further disciplinary action will be taken unless his or her performance or behavior improves. A copy of the written reprimand is given to the employee and the original is placed in the employee's personnel file, which summarizes previous related disciplinary action, if any, which details conduct subject to discipline and which advises that continued conduct at such levels may result in suspension, pay reduction, demotion or dismissal. The notice will advise the employee of the right to appeal, pursuant to Section 8, below. The employee must acknowledge receipt of the reprimand by signing the letter at the time of presentation; this signature signifies only the receipt of the document, not necessarily it does not signify the employee's agreement to the contents with the allegations.

a. Expungement of Written Reprimands. A written reprimand may be expunged upon sustained corrective behavior, as determined by the General Manager, after a period of one (1) year from the date of the reprimand. It is the responsibility of the employee to request that his or her personnel file be purged of the written reprimand.

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The General Manager will consider the following factors in making his or her decision to expunge a written reprimand:

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1. whether the employee received further discipline of any kind; and
- 4.2. employee's performance evaluation reviews are at least satisfactory in all categories.

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•B. Types of Discipline - Major.

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~~I. A~~—Suspension: The temporary removal of an employee from the service of the District without pay for disciplinary purposes for up to thirty (30) working days. A suspension of this type does not include suspension pending an investigation of alleged misconduct. Employees suspended from his or her employment with the District forfeit all rights, privileges, and salary with the exception of group health and life insurance benefits.

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~~4-II.~~ Reduction in Salary: a decrease in salary paid to an employee for a specified period of time for disciplinary purposes.

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~~B.~~ Pay Reduction: The reduction in pay of one or more pay stops where performance falls short of normal established standards or where performance is clearly inadequate in one or more of the critical job duties for the position.

~~2-III.~~ Demotion: The removal of an employee from a position to ~~one another position~~ of lower grade or classification as a result of disciplinary action.

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~~3-IV.~~ Dismissal: The removal of an employee from the service of the District, as provided for in these guidelines.

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~~V-7.~~ Disciplinary Procedures for Major Discipline.

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~~A.~~ Notice of Disciplinary Action. Whenever a suspension, reduction in salary, demotion, or dismissals to be taken against an employee, the employee shall be notified in writing of the proposed disciplinary action to be taken. Notice of Intent to Discipline for Suspension, Pay Reduction, Demotion or Dismissal. Where the proposed discipline is major, as defined, a Notice of Intent to Discipline, signed by a Supervisor, supporting the discipline shall be served on the employee. Service of the Notice of Intent to Discipline shall be made at least five-ten (105) working days before a hearing pursuant to Section 7-~~CB~~ is held to discuss the charges either personally or by certified mail (if the employee is not at the work location). The Notice shall ~~include~~ contain the following information:

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~~I.~~ The proposed discipline. A statement of the proposed disciplinary action to be taken

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~~II. The specific policy, rule, or regulation which the employee is alleged to have violated and the factual basis for the violation effective date of the discipline.~~

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III. The reasons for the disciplinary action.

~~The names of witnesses to the incident(s) precipitating the discipline.~~

~~IV. A summary of the facts upon which the charges in the disciplinary are based.~~

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~~V. Copies of all documents and materials upon which the disciplinary action is based.~~

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~~VI. Attachment of, or reference to, any written documents pertinent to the discipline. Notice that the employee will have an opportunity to respond to the proposed disciplinary action in writing, and/or have an opportunity to meet with a Skelly Officer, a neutral third party selected by the District (usually a manager or Department Head in department separate from the employee), to present the employee's point of view. Such response or request for a meeting shall be submitted to the identified Skelly Officer within ten (10) working days from the date the notice of the proposed disciplinary action is received.~~

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~~VII. Notice that if there is a Skelly meeting, the employee is entitled to be represented by a person of his or her choice.~~

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~~9-VIII. Notice that if an employee fails to provide a written response within ten (10) working days then the employee shall be deemed to have waived all right to respond to the proposed disciplinary action and the proposed disciplinary action shall become final.~~

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An employee may, where circumstance warrant, be placed on administrative leave pending the hearing held pursuant to Section 7BC.

~~Service of Charges. Service of the Notice of Intent to Discipline shall be made by:~~

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~~1. Giving the employee a copy; or~~

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~~2. If service under 1. is infeasible, by first class certified~~

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~~mail, return receipt requested, to the last known mailing address of the employee.~~

~~Service is deemed complete when any one of the preceding steps is taken.~~

~~4.B. Informal Hearing Procedure (Skelly Hearing). The employee, and their representative (in any), shall be given an opportunity at an informal hearing to show why the proposed major discipline should not be imposed prior to its imposition.~~

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~~4.I. The hearing will be conducted by a Reviewing Officer who shall be the General Manager or a responsible person designated by the General Manager no more than ten (10) working days after the request for a meeting has been submitted by the employee. The hearing shall include the employee, the employee's representative, if the employee so wishes, and others as directed by the Reviewing Officer.~~

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~~2.II. At the hearing the employee shall be given an opportunity, either orally, in writing, or both, to refute the charges against him or her included in the proposed disciplinary action and/or present mitigating factors which the employee believes should have been considered by the supervisor issuing the proposed disciplinary action. The employee shall not be entitled to call witnesses or take testimony during the meeting. Ring forward facts or circumstances which may cause the proposed discipline to be revised or dismissed.~~

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III. The Reviewing Officer shall issue his/her decision within ten (10) working days of the hearing. The decision may uphold the disciplinary action, modify the discipline, reduce the level of discipline to a minor status, or dismiss the proposed discipline.

IV. The decision will contain a synopsis of the informal hearing, and shall be served on the employee as provided in Section 7BA. The decision shall also inform the employee of his or her right of appeal as provided in Section 9, below.

~~C. Post-Skelly Final Notice. Within ten (10) working days after the Skelly Hearing, the Reviewing Officer shall: 1) dismiss the notice and take no disciplinary action against the employee; 2) issue disciplinary action that is less severe than the proposed~~

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disciplinary action; or 3) prepare and serve upon the employee a final notice of disciplinary action.

The final notice of disciplinary action shall include the following:

- I. The disciplinary action taken.
- II. The effective date of the disciplinary action taken.
- III. Specific charges upon which the action is based.
- IV. A summary of the facts upon which the charges are based.
- V. The written materials, reports and documents upon which the disciplinary action is based.
- VI. The employee's right to appeal.

If an employee fails to respond to the notice for a Skelly Hearing in the specified time limit, the supervisor shall notify the employee in writing that his or her time to respond has expired and that the discipline shall be imposed.

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8. Appeal from Minor Discipline. ~~Corrective counseling is not subject to appeal except as provided by applicable State law.~~ A written reprimand may be appealed to the General Manager. The appeal must be in writing and must be filed with the General Manager within ~~ten~~ **five** (105) working days after the reprimand is served on the employee. The General Manager will conduct an investigation of the facts as warranted. The General Manager shall issue a decision in writing and may affirm, reject or modify the written reprimand. The decision of the General Manager is final. If the employee is dissatisfied with the General Manager's decision and wishes to seek judicial review, the limitations period provided in Code of Civil Procedure Section 1094.6, or any successor statute, shall apply. The General Manager's written decision shall be served on the employee ~~as provided in Section 7.8., above,~~ and shall include notice to the employee that the time within which judicial review must be initiated is governed by Code of Civil Procedure Section 1094.6 (or any successor statute).

~~4-9.~~ Appeal from Major Discipline. If an employee desires to appeal the decision issued pursuant to Section ~~7B-C.~~, above, then the following procedures shall apply.

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~~A.~~ The appeal must be in writing and filed with the General Manager within ten (10) working days after ~~service receipt of written notice of such disciplinary action. on the employee of the decision of the Reviewing Officer.~~ Failure to file an appeal

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within such period constitutes a waiver of right to appeal.

~~4~~B. Within ~~ten~~five (10~~5~~) working days of the District's receipt of the appeal pursuant to subparagraph A, above, the appellant or his/her representative and the District, or its representative, shall meet and select a hearing officer. The selection shall be agreed to in writing.

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C If the parties cannot agree on a hearing officer pursuant to subparagraph B, above, then the parties shall make a joint request to the Public Employment Relations Board California State Mediation and Conciliation Services (CSMCSPERB) for a list of hearing officers (arbitrators). If the parties cannot agree on the selection of a hearing officer then the hearing officer shall be selected by lot from the list provided by CSMCSPERB.

~~4~~D. The hearing shall be conducted within ~~sixty~~thirty (3~~60~~) days of the appointment of a hearing officer, unless the General Manager and the appellant agree in writing that the date of the hearing be extended for a specified time.

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The hearing shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence. The proceedings shall be tape recorded or stenographically reported at the request of either party, and said requesting party shall pay for those costs. The decisions of the Hearing Officer shall not be invalidated by any informality in the proceedings.

~~2~~E. The appellant shall personally attend all session of the hearing, unless specifically excused by the Hearing Officer for proper cause. Unexcused failure of the appellant to appear at a hearing shall be deemed a withdrawal of the appeal.

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~~3~~F. The Hearing Officer shall determine the relevancy, weight, and credibility of testimony and evidence. The Hearing Officer shall base his/her findings on the preponderance of the evidence.

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~~4~~G. Each side shall be permitted an opening statement and closing argument. The District shall first present witnesses and evidence to sustain the discipline and the appellant will then present his/her witnesses and evidence in defense.

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~~5~~H. Each side will be allowed to examine and cross-examine witnesses.

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- J. Both the District and the appellant may be represented by legal counsel.
- K. The Hearing Officer, upon a request by either party and a determination by the Hearing Officer concerning relevance and propriety, may subpoena witnesses and/or require production of other records or material evidence.
- L. The Hearing Officer may, prior to or during a hearing, grant a continuance for any reason he/she believes may be important to reaching a fair and proper decision.

M. The Hearing Officer shall prepare a written decision and serve it on the appellant pursuant to Section 7.~~A~~B, above, and forward it to the Board of Directors not later than thirty (30) calendar days after the matter of appeal was taken under submission by the Hearing Officer. The written decision shall set forth the Hearing Officer's findings of fact and shall state reasons why the discipline is to be sustained, or reduced. If the Hearing Officer finds that the discipline is to be reduced, the Hearing Officer shall make findings concerning payment of back pay during pendency of the appeal.

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~~4.N.~~ The decisions of the Hearing Officer shall be final and binding.

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~~2.1.~~ If the appellant is dissatisfied with the Hearing Officer's decision and wishes to seek judicial review, the limitations period provided in Code of Civil Procedure Section 1094.6, or any successor statute, shall apply.

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**5030 – SAFETY**

**9.1. Accident Prevention**

The District is concerned about the health and safety of all employees. Employees are expected to share that concern by practicing safe working habits for their own benefit, as well as that of their fellow employees. District policy and federal law requires that employees be provided places of employment free from recognized safety hazards and with proper tools and equipment necessary to accomplish their work assignment in as safe a manner as possible. Employees are expected to notify their Supervisor immediately whenever they have a question that concerns safety.

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**10.2. Injury & Illness Prevention Plan (IIPP)**

Employees should review and follow the District's plan with the Safety Coordinator. The District intends to comply with applicable federal and state laws regarding illness and injury prevention and shall prepare an IIPP and name safety coordinator(s) as soon as practicable.

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**11.3. Accident Reporting**

All job-related injuries and illnesses, regardless of severity, must be reported immediately to the Supervisor to provide prompt and trained evaluation and medical attention, if necessary.

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**11.4. Smoking in the Workplace**

No smoking will be permitted in the District office or other District work spaces, District buildings, vehicles, and equipment.

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**5040 - USE OF DISTRICT VEHICLES AND PROPERTY**

**9.1. District vehicles, equipment, tools and other property shall only be used for District business and operations. No District employee, Board member or member of the public shall use any such District property for any personal or non-District use.**

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**10.2. Transportation in District vehicles of persons other than Directors, officers, employees, agents of the District, or authorized guest, is prohibited.**

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**11.3. Exemptions must be pre-approved by the General Manager or his designee and may be allowed for general public good will and the general benefit of the District.**

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**12.4. The Utility Manager may authorize Utility Operators on "Stand-by Duty" to drive a District vehicle home as long as their residence is**

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within twenty-five miles of their assigned workplace.

~~43.5.~~ All Utility Operators shall maintain a daily log of miles driven in their respective assigned vehicles.

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~~44.6.~~ The Fire Chief may authorize Fire Captains or Fire Engineers to drive a District vehicle home during situations of extreme fire hazard as long as their residence is within twenty-five miles of their assigned workplace.

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### 5050 - APPEARANCE AND CONDUCT

Conduct, dress and appearance are important to the success of both the employee and the District. Each employee is expected to be neat in appearance and dress. All employees shall conduct themselves in a manner that will reflect creditably and favorably on the District. In dealing with the public, all employees will maintain a polite and helpful attitude.

All employees that are required to wear uniforms shall wear the appropriate uniform for their work area. Employees are permitted to wear uniforms only during their work hours, work time, or traveling to and from work, or while representing the District. Employees shall not wear his or her District uniform while off-duty.

### 5060 - SUBSTANCE ABUSE

The Board of Directors for the District is concerned with the physical safety of all employees, potential damage to property and equipment, mental and physical health of employees, productivity and work quality, medical insurance costs, and the harm done to employees and their families by the inappropriate use of controlled substances. The District is equally committed to protecting the health and safety of customers and the public from hazards relating to substance abuse.

#### 1. Prohibited Conduct.

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Violation of Any of the Following Rules will Result in Disciplinary Action up to and Including Termination of Employment:

A. Possessing, using, manufacturing, distributing, dispensing, selling or purchasing illegal drugs or other controlled substances while on the job or off the job.

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B. Conviction or a plea or "no contest" to any of the offenses stated in subparagraph A above.

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C. Possessing or drinking alcoholic beverages while on duty and/or on the premises of the District.

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G.D. Possessing or smoking of cannabis or using cannabis products while on duty and/or on the premises of the District.

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D.E. Driving a vehicle on District business while under the influence of alcohol (as defined by the California Vehicle Code), cannabis or cannabis products, or illegal drugs.

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E.F. Reporting to work while under the influence of alcohol, cannabis or cannabis products, or any illegal drug.

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For the purposes of applying this policy:

I. Being under the influence of drugs and/or other controlled substances means being impaired in any way from fully and proficiently performing job duties and/or having a detectable amount of said substance in one's body.

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II. Being under the influence of alcohol means being impaired in any way from fully and proficiently performing job duties, and/or having a 0.04 percent or more, by weight, of alcohol in one's blood.

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##III. Being under the influence of cannabis or cannabis products means being impaired in any way from fully and proficiently performing job duties

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III. The General Manager may allow alcoholic beverages on the premises of the District for off-duty events. Said authorization shall be in writing.

6-2. Voluntary Assistance

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Employees with substance abuse (i.e., alcohol/drug abuse) problems are encouraged to seek assistance. An employee will not be disciplined because he/she voluntarily requests assistance for substance abuse problem and information gathered from employees seeking voluntary assistance will be treated as confidential and will only be provided to those persons who, for business reasons, have the need to know such information. This would include providing information necessary for management to administer disability benefits, apply for work restrictions, assure compliance with



treatment, or administer discipline consistent with the terms of this policy.

However, seeking assistance or raising any claim related to substance abuse does not relieve an employee of his/her responsibility to meet the District's performance, safety or attendance standards, does not relieve an employee of his/her responsibility to adhere to this policy and does not insulate the employee from discipline for reasons other than seeking assistance for a substance abuse problem.

Employees who have a problem with alcohol or drugs and who decide to enroll voluntarily in an alcohol rehabilitation program will be given unpaid time off to participate in the program. The employee may use any accrued sick leave or vacation benefit while on leave. However, additional benefits will not be earned during the leave of absence unless the employee is eligible for benefits applicable to other medical leaves as provided in District policies.

### 7.3. Required Notice of Prescription or Over-the-Counter Drug Use.

The use of either prescription or over-the-counter drugs or medication may impair an employee's ability to work safely and efficiently and create an unsafe work environment. In order to assure that employee performance on the job is not misconstrued and to assure a safe and efficient work environment, employees using either prescription or over-the-counter drugs or medication which may impair their ability to work safely and efficiently must inform their supervisor prior to their first work assignment after taking the drug or medication. By fulfilling this obligation, employees will avoid disciplinary action for failure to notify supervision.

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### 8.4. Applicant Testing.

A. Pre-Employment Drug Testing. As a part of the District's employment screening process, all applicants to whom a conditional offer of employment is made must successfully test negative for controlled substances, per procedures described below. The offer of employment is conditioned on a negative drug test result. Applicants will be informed of the District's drug testing policy in the employment application and process. All offers of employment will be contingent upon an applicant's passing a test to determine whether alcohol, illegal drugs or controlled substances are present in his/her body.

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B. If an applicant is found to have falsified, substituted, or tampered

with any sample of a body fluid (urine/blood/saliva) associated with testing for substances, he/she will not be offered employment or if he/she has already been offered employment, he/she will be terminated.

- C. Applicants whose final results are positive for substance abuse will not be allowed to re-apply for employment or be offered employment at the District for a period of 24 months.

**9.5.** Medical Evaluation where Work Performance is Impaired.

- A. When management believes an employee's work performance is impaired by drug or alcohol use, including when an employee appears at work in an impaired condition even though no work has been performed, management may require the employee to submit to a medical evaluation by a qualified physician at District's expense.

- B. An employee who refuses to submit to the medical evaluation will be subject to discipline for such refusal. However, in the circumstances specified in this Section 5, an employee who refuses to substance abuse testing as part of the medical evaluation will not be subject to discipline for that refusal.

- 4.C.** If a qualified physician, as part of the examination specified in paragraph A, above, determines that an employee is not capable of working safely, said employee will be transported to his/her home by a supervising employee and not allowed to drive himself or herself home.

- 2.D.** In the cases specified in this Section 5(A), management may, with or without a medical evaluation, relieve the employee of work without pay until the employee furnishes satisfactory medical evidence to the District that he/she is capable of work.

**40.6.** Drug and Alcohol Testing under Specific Circumstances.

- A. Where management has reasonable grounds to believe that the employee's faculties are impaired on the job due to drug or alcohol abuse and such impairment presents a clear and present danger to the physical safety of the employee, co-workers or the public, management will require the employee to submit a medical evaluation, including substance abuse testing.

- B. Where an employee is directly involved in an accident on the

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job and management has reasonable grounds to believe that the employee's faculties were impaired due to drug or alcohol abuse, management will require the employee to submit to a medical evaluation, including substance abuse testing, as part of the accident investigation or benefit plan administration process.

- C. In the circumstances specified in Section 6(A) and (B), an employee who refuses to submit to a medical evaluation, including substance abuse testing, or who tests positive for substance abuse will be subject to discipline up to and including termination.

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#### 44.7. Scope of Medical Testing and Evaluations.

- A. Employees shall submit to all medical examinations and testing required by this policy within four (4) hours of the District's request for an evaluation.
- B. Immediately prior to reporting for a drug/alcohol testing, all employees shall complete a Consent and Release Form to be kept on file in the District office, which shall conform to the general format as shown on Appendix B.
- C. The scope of tests performed shall be for the purpose of detecting and identifying the presence of alcohol and/or drugs and not for the purpose of detecting and identifying any other medical condition.

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#### 42.8. Employee's Right to Challenge the Results of a Positive Substance Abuse Test

In all cases where employees are tested for substance abuse, and the test is positive, they have the right to challenge the results of the test at a qualified facility of their choice at District expense if an adequate quantity of body fluid is provided. This second test is a confirmatory test that must be performed with the same sample of body fluid utilized for the first test.

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#### 43.9. Discipline

Discipline procedures will comply with Section 5020.

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#### 44.10. Searches

Management reserves the right, in accordance with applicable state

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and federal law, to conduct searches of District premises and property for the purpose of protecting the safety and well-being of its employees, customers and the public, and for the purpose of preventing criminal activity on District premises. The District has a right to place in custody of law enforcement authorities any suspected illegal or controlled substances or contraband discovered on the District's premises.

#### 45-11 Overview of Alcohol/Drug Testing

##### Protocol Laboratory Certification:

All laboratories used to perform urine testing pursuant to this program will be certified under the National Institute on Drug Abuse guidelines developed for the Department of Health and Human Services.

##### Testing:

In testing samples, the testing laboratory will test specifically for alcohol and/or those drugs and classes of drugs required by Los Osos Community Services District Alcohol and Drug Testing Guidelines. The current panel of drugs which will be tested for are as follows:

- Alcohol
- Amphetamines
- Barbiturates
- Benzodiazepines
- Cannabinoids (Marijuana)
- Cocaine
- Methadone
- Methaqualone
- Opiates
- Phencyclidine
- Propoxyphene

##### Split Sample:

If the employee provides enough urine for a second sample, there will be a split sample option available. When a test kit is received by the laboratory with two samples, one sealed urine specimen bottle shall be removed immediately for testing. The remaining urine sample shall be immediately placed in secure refrigerated storage.

##### Confirmatory Test:

All Specimens which test positive on the initial test will be confirmed using a second more specific gas chromatography/mass spectrometry

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(GC/MS) test.

**Medical Review Officer Involvement:**

After a laboratory confirmed positive test, employees, where appropriate, will be afforded an opportunity to have a Medical Review Officer review their medical history and other relevant medical data at the employee's expense. The Medical Review Officer will be a licensed physician, knowledgeable in drug pharmacology and drug abuse disorders, and may be an employee or independent contractor. The interview with the Medical Review Officer may be conducted by telephone.

If the Medical Review Officer determines and reports that a test is positive, upon request of the employee, an aliquot of the remaining urine specimen or the second sealed bottle will be forwarded to another NIDA approved laboratory of the party's choice for GC/MS confirmatory testing of the presence of the drug.

**Reporting of Results:**

All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens that test positive on both the initial and the confirmation test shall be reported as positive.

In reporting a positive test result, the laboratory will state the specific substance(s) for which the test is positive and will, when requested by the Medical Review Officer, provide the quantitative results of both the screening and the GC/MS confirmation test, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate. In reporting a positive test result, the laboratory will state the specific substance(s) for which the test is positive and will, when requested by the Medical Review Officer, provide the quantitative results of both the screening and the GC/MS confirmation test, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

**Specimen Retention:**

All specimens deemed positive must be retained by the laboratory for a period of one year in a secure storage facility.

**5070 - ~~SEXUAL UNLAWFUL HARASSMENT~~**

~~This policy shall apply to all regular employees in all classifications and all employees are subject to mandatory training as prescribed by State and Federal law.~~

- a)1. ~~Harassment and discrimination in employment on the basis of sex, race, color, national origin, ancestry, citizenship, religion (including religious dress and grooming practices), age (40 and over), physical or mental disability, medical condition, sexual orientation, gender identity or gender expression, veteran status, marital status, registered domestic partner status, genetic information, or any other protected basis is prohibited by federal and state law. The District does not tolerate unlawful discrimination or harassment in the workplace or in a work-related situation. Unlawful discrimination and harassment is a violation of these Guidelines. This policy shall also include and apply to members of the District Board of Directors, independent contractors, unpaid interns, volunteers, persons providing services to the District pursuant to a contract, and other persons with whom District employees may come into contact while working.~~Purpose

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~~It is legally mandated by State and Federal laws that employees have a right to work in an environment that is free from all forms of discrimination, including sexual harassment. Sexual harassment is a form of discrimination that is prohibited by Title VII of the Civil Rights Act of 1964 and California Government Code Section 12940. Sexual harassment is a costly form of discrimination that can result in expensive litigation that may result in back pay or punitive damage awards, withdrawal of Federal support funds and/or other adverse actions. District employees have a responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance of the District's business and the maintenance of confidence of the people it serves. It is, therefore, the policy of the District that sexual harassment is unacceptable and will not be tolerated.~~

- b)2. ~~Definition~~Unlawful harassment in employment may take many forms. Some examples include, but are not limited to:

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~~Sexual harassment is defined as "unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature", that usually occur when:~~

- A. ~~Submission to that conduct or communication is made either explicitly or implicitly a term or condition of employment~~Verbal conduct such as epithets, derogatory comments, slurs, or unwanted comments and jokes;

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B. Visual conduct such as derogatory posters, cartoons, drawings, or gestures;

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C. Physical conduct such as blocking normal movement, restraining, unwanted touching, or otherwise physically interfering with work of another individual;

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D. Threatening or demanding that an individual submit to certain conduct or to perform certain actions in order to keep or get a job, to avoid some other loss, or as a condition of job benefits, security, or promotion; and

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E. Retaliation by any of the above means for having reported harassment or discrimination, or having assisted another employee to report harassment or discrimination.

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F. Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by District policy.

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Please note that prohibited harassment is not just sexual harassment but harassment based on any protected category.

~~B. Submission to or rejection of that conduct or communication by an employee is used as a basis for employment decisions affecting the employee; or~~

~~C. Such conduct or communication has the potential to affect an employee's work performance negatively and/or create an intimidating, hostile or otherwise offensive work environment.~~

~~e)3. Definition-Examples Sexual harassment under state and federal laws is defined as unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:~~

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~~Sexual harassment manifests itself in many forms. The following are a few examples of sexual harassment:~~

~~a.A. Written: Sexually suggestive or obscene letters, notes or invitations. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;~~

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~~B. Verbal: Sexually derogatory comments, slurs, jokes, remarks or epithets. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;-~~

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~~b.C. Visual: Leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons or posters. Such conduct has the purpose or effect of substantially interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment; or adversely~~

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~~e.D. Physical: Assault, attempted rape, impeding or blocking movement, or touching-affected the employee's performance, appraisal, assigned duties, or any other condition of employment or career development; or~~

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~~d.E. Sexual advances which are unwanted (this may include situations which began as reciprocal attractions, but later ceased to be reciprocal). Such conduct is offered in order to receive special treatment or in exchange for or in consideration of any personal action.~~

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~~e. Employees in nontraditional work environments who are subjected to hazing (this may include being dared or asked to perform unsafe work practices, having tools and equipment stolen, etc.) if requests for sexual favors are not met.~~

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~~f. Implying or actually withholding support for appointment, promotion, transfer or change of assignment; or initiating a rejection on probation or adverse action; or suggesting that a poor performance report will be prepared if requests for sexual favors are not met.~~

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~~g. Reprisals or threats after negative response to sexual advances.~~

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~~d)4. Publication of Policy Prohibited acts of sexual harassment can take a variety of forms ranging from unwanted verbal or physical actions from subtle pressure for sexual activity to physical assault. Sexual harassment conduct need not be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.~~

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~~All employees shall be informed of the District's sexual harassment policy and complaint process. Also, said policy and complaint process shall be readily available to all employees and members of the general public utilizing the District's facilities and services. Examples of the kinds of conduct included in the definition of sexual harassment are:-~~

~~a.A. All new employees shall be given a copy of the sexual harassment policy at the time of hiring. Direct or indirect threats or suggestions of sexual relations or sexual contact which is not freely~~

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or mutually agreeable to both parties.

~~B. The General Manager shall be available to answer questions of District employees regarding District policy on sexual harassment.~~  
Continual or repeated verbal abuses of a sexual nature including graphic commentaries on the person's body; sexually suggestive objects or pictures placed in the work area that may embarrass or offend the person, sexually degrading words to describe the person, or propositions of a sexual nature.

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~~C. The following is a list of some, but not all, actions employees are to avoid that could be interpreted as sexual harassment:~~

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- I. Unwelcomed sexual advances and propositions;
- II. Offensive flirtations with sexual overtones;
- III. Sexual innuendo;
- IV. Obscene and suggestive comments;
- V. Humor or jokes about sex or gender specific traits;
- VI. Sexual or graphic comments about an individual's body, dress, or overall appearance; or
- VII. Sexual suggestive or explicit graffiti, illustrations, visual or printed material in the workplace, including inappropriate emails, internet sites, and social media postings.

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~~e)5. Complaint Process~~  
Abusive conduct or workplace bullying of the District's employees, by any person in or from the work environment, is strictly prohibited. Abusive conduct or workplace bullying is the conduct of any employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interest. Abusive conduct or workplace bullying includes, but is not limited to:

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~~Any employee who believes they are the victim of sexual harassment may file a formal or informal confidential complaint without fear of reprisal or embarrassment.~~

~~A. An informal complaint is made verbally by the employee to the employee's supervisor or the General Manager. In the event the~~  
Repeated infliction of verbal abuse;

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- B. Derogatory remarks, insults, epithets;
- C. Verbal or physical conduct that a responsible person would find threatening, intimidating, or humiliating; or
- D. Gratuitous sabotage or undermining of a person's work performance.

~~a.~~

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~~General Manager is personally involved in said complaint, the informal complaint can be lodged with the President of the Board of Directors.~~

~~8. A formal complaint is made in writing, using the "Employee Grievance Form," attached hereto as "Appendix A", and made a part hereof. Said complaint should be submitted by the employee to the employee's supervisor or the General Manager. In the event the General Manager is personally involved in said complaint, the formal complaint can be lodged with the President of the Board of Directors.~~

~~4.6. Complaint Response Process Policy Publicizing. All employees shall be informed of the District's unlawful harassment policy and complaint process prior to their need to know, and again when any complaint is filed. Also, said policy and complaint process shall be readily available to all employees and members of the general public utilizing the District's facilities and services.~~

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~~The District will take all practical means available to it to maintain both the sexual harassment complaint and the identity of the complainant confidential.~~

~~a.A. Within twenty-four (24) hours of the filing of a formal or informal complaint, even if it is withdrawn, an investigation shall be commenced by the employee's supervisor or the General Manager. In the event the General Manager is personally involved in said complaint, then the investigation shall be conducted by the President of the Board of Directors or his/her designee. All new employees shall be given a copy of the sexual harassment policy at the time of hiring and said policy's contents shall be discussed with said employee at that time by the division manager within whose division they will be working.~~

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~~b.B. A written record of the investigation of an alleged sexual harassment shall be maintained by the District as confidential. An annual bulletin may also be prepared and distributed to all employees informing them of the District's sexual harassment policy.~~

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~~c. The person initiating the complaint has the right to be accompanied by an advocate(s) when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions.~~

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~~2.7. Disciplinary Procedures and Sanctions Complaint Process. Any~~

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employee who believes he or she is the victim of unlawful harassment, abusive conduct, or discrimination on any prohibited basis, or who has observed such conduct, or believes he or she is subject to retaliation ("Unlawful Harassment") may file a formal or informal confidential complaint without fear of reprisal or embarrassment.

Upon a finding that a sexual harassment has occurred, disciplinary action up to and including dismissal shall be taken by the District against the harasser. The victim shall be made aware of disciplinary action taken by the District.

A. Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment. An informal complaint is made verbally by the employee to the immediate supervisor and/or HR Manager/Personnel Manager. Although filing the complaint with the immediate supervisor is preferred, the employee is free to file a complaint with any supervisory employee.

a.B. A formal complaint is made in writing using the "Employee Grievance Form," see "Appendix A". Said form should be submitted by the employee to their immediate supervisor and/or HR/Personnel Manager. Although submitting the formal complaint with the immediate supervisor and/or HR/Personnel Manager is preferred, the employee is free to submit a formal complaint with any supervisory employee, including the General Manager, or with the President of the Board of Directors, if the employee's immediate supervisor is the General Manager and the General Manager is unavailable or personally involved in said complaint.

b. Action taken to remedy a sexual harassment situation shall be done in a manner so as to protect potential future victims.

C. Employees complaining of sexual harassment shall be protected thereafter from any form of reprisal and/or retaliation.

8.

8. Complaint Response Process. Any supervisory employee who receives a formal or informal Unlawful Harassment complaint shall maintain the confidentiality of the complainant to the extent possible and shall personally deliver said complaint immediately and directly to the General Manager. If the General Manager is unavailable or personally involved in said complaint then said complaint shall be delivered to the President of the Board of Directors.

A. After a formal or informal complaint is received, an impartial investigation shall be conducted by the General Manager, the HR/Personnel Manager, or another impartial investigator within a timely manner.

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B. A written record of any investigation of an alleged Unlawful Harassment complaint shall be maintained. Findings will be sent to the General Manager. The General Manager shall immediately inform, in total confidentiality, the entire Board of Directors. If the General Manager is personally involved in the complaint, such findings will instead be provided directly to the entire Board of Directors to determine options and/or remedial action, if appropriate.

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C. All discussions resulting from said investigation shall be kept confidential to the extent possible by all informed of said investigation.

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D. The person initiating the complaint has the right to be accompanied by an advocate(s) when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions. Said advocate may support and/or represent the complainant but should not interfere with the integrity of the investigation or the investigatory process.

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9. Disciplinary Procedures and Sanctions. If upon the conclusion of the investigation of the alleged Unlawful Harassment claim, the investigator determines that harassment, discrimination, retaliation, or other prohibited conduct has occurred, appropriate corrective and remedial action shall be taken by the General Manager/Board of Directors against the harasser in accordance with the circumstances involved. The District will also take appropriate action to deter future misconduct. Any employee determined by the District to be responsible for harassment, discrimination, retaliation, or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including, termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

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10. Retaliation. Retaliation. Retaliation against any individual for making a report, or for participating in an investigation, under this policy is strictly prohibited. Individuals are protected by law and by District policy from retaliation for opposing unlawful discriminatory practices, for filing an internal complaint under this policy or for filing a complaint with the California Department of Fair Employment and Housing ("DFEH") or Federal Equal Employment Opportunity Commission ("EEOC"), or for otherwise participating in any proceedings conducted by the District under this policy or by either of these agencies.

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11. Employee should also be aware that the EEOC and the DFEH investigate and prosecute complaints of prohibited harassment, discrimination, and

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retaliation in employment. Information is available at [www.eeoc.gov](http://www.eeoc.gov) and [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

## **5080—HARASSMENT**

- ~~3. The District is committed to providing a work environment for its employees that is free of harassment. The District prohibits sexual harassment and harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law, ordinance or regulation. This policy applies to all persons involved in the operation of the District and prohibits harassment by any employee of the District, supervisors, and co-workers.~~
- ~~4. Harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other protected basis is prohibited, including, but not limited to the following behavior:
  - ~~a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;~~
  - ~~b. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;~~
  - ~~c. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis; and,~~
  - ~~d. Retaliation for having reported or threatened to report harassment.~~~~
- ~~5. If any employee of the District believes that they have been harassed, they should provide a written complaint to their supervisor or the General Manager as soon as possible after the incident. Their complaint should include details of the incident(s), name(s) of the individual(s) involved, together with the name(s) of any witness(es). Staff receiving harassment complaints will refer them immediately to the General Manager or the President of the Board of Directors (in the event the complaint involves the General Manager) who will undertake an immediate, thorough and objective investigation of the harassment allegation(s).~~
- ~~6. If it is determined that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved.~~

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~~Any employee determined to be responsible for harassment will be subjected to appropriate disciplinary action, up to and including termination.~~

~~a. Whatever action is taken against the harasser will be made known to the employee lodging the complaint, and appropriate action will be taken to remedy any loss to the employee resulting from the harassment. Retaliation by management or co-workers against anyone filing a complaint will not be permitted or tolerated.~~

~~B. Employees are encouraged to immediately report any incident of harassment so that complaints can be quickly and fairly resolved.~~

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#### **5090 - FITNESS FOR DUTY**

If, in the opinion of the General Manager, an employee is having difficulty performing the reasonable duties of his/her position due to suspected physical or mental health problems, the employee may be required to submit to and pass a medical examination designated or approved by the General Manager to assure fitness for continued employment. If the examination finds the employee to be in an unfit condition to perform the position duties, the General Manager may either require that the employee take a leave of absence to correct the condition or transfer or demote the employee to a more medically suitable position and/or for which the employee might be able to acquire the necessary skills following a reasonable period of training.

## **CHAPTER SIX - GENERAL**

### **6000 - BUSINESS TRAVEL & REIMBURSEMENT**

Please refer to the Travel & Reimbursement Policy adopted ~~May 5~~April 7, 2016~~4~~.

**CHAPTER SEVEN – APPENDICES**

**8010 - APPENDIX A Employee Grievance Form**  
**EMPLOYEE GRIEVANCE FORM**

**Date:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Job Title:** \_\_\_\_\_  
**Supervisor:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_

**Instructions:** In the following spaces, and continuing on the reverse side of this form, you are required to provide the following information. If necessary, continue on additional sheets of paper.

1. **Nature of Grievance.** List the specific facts and events that are the basis of this grievance.
  
2. **Violation or infraction.** List the specific policy/policies you believe have not been followed.
  
3. **Relief requested.** List the specific remedy or solution you are seeking in order to solve or correct this grievance.

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Prior to submitting this written grievance, have you conferred with your immediate supervisor?      Yes\_\_\_\_      No\_\_\_\_

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



**8020 - APPENDIX B Consent and Release Form**

**PRE-EMPLOYMENT CONSENT AND RELEASE FORM**

**DRUG/ALCOHOL TESTING**

I hereby authorize Los Osos Community Services District and any laboratories or medical facilities designated by Los Osos Community Services District to perform a urinalysis and/or blood test to detect the presence of illicit drugs and/or alcohol in my body. I further authorize reporting of the results of such test(s) to Los Osos Community Services District and its authorized personnel. I recognize that the results of such test will be used to determine my suitability for employment or for continued employment with Los Osos Community Services District.

Any attempt to switch a sample or adulterate a sample will be considered the same as a positive result. The laboratory may use one or more tests for adulteration.

~~The only drugs, medicine or mind altering substances, including drugs prescribed by a physician and over the counter medications, by brand name if possible (e.g., Extra Strength Tylenol™, Robitussin-DM™, Allerest™, Mediprin™, etc), that I have used in the last forty five (45) days are as follows:~~

~~DRUG/MEDICINE \_\_\_\_\_~~

~~WHEN USED \_\_\_\_\_~~

~~ISSUED BY: \_\_\_\_\_~~

~~(IF PRESCRIPTION)~~

NAME OF EMPLOYEE: \_\_\_\_\_

FACILITY PERFORMING TEST: \_\_\_\_\_

SIGNATURE OF APPLICANT/EMPLOYEE:

\_\_\_\_\_  
(Date)

SUPERVISOR REQUESTING TEST:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)