

TO: BOARD OF DIRECTORS  
FROM: MARIO E. IGLESIAS *LSB*  
GENERAL MANAGER  
DATE: AUGUST 9, 2019



## **ADOPT EMPLOYEE HANDBOOK**

### **ITEM**

Consider adopting revised Employee Handbook [RECOMMEND ADOPT RESOLUTION]

### **BACKGROUND**

The last review and update of personnel policies by your Board was conducted in 2014. Since 2014, employment laws have changed both at the state and federal level. The draft Employee Handbook has been reviewed by District Legal Counsel to ensure all policies are in compliance with current State and Federal Human Resources law.

On July 19, 2019, the Administration Committee considered and recommended adoption of a revised Employee Handbook. On July 24, 2019, at its regular meeting, the Board of Directors considered the revised Employee Handbook and directed certain modifications.

On July 29, 2019, the General Manager distributed the draft Employee Handbook to all employees and requested written comments be received by August 7, 2019. As of the close of business on August 7, 2019, one written response was received. The General Manager is preparing written responses to those comments, though no changes to the Employee Handbook are anticipated to be necessary.

### **FISCAL IMPACT**

Funds for staff time to support the review and revisions to the Employee Handbook are included in the Budget.

### **STRATEGIC PLAN**

Goal 6 – GOVERNANCE AND ADMINISTRATION – Conduct District activities in an efficient, equitable and cost-effective manner.

### **RECOMMENDATION**

Staff recommends that your Honorable Board adopt the Resolution approving Employee Handbook.

### **ATTACHMENT**

- A. Red-line changes (only pages with changes to the version provided as part of the July 24, 2019 regular meeting agenda are provided)
- B. Resolution with Exhibit "A" attached – Employee Handbook (Revised August 2019)

AUGUST 14, 2019

ITEM D-6

ATTACHMENT A

## 1010 - DEFINITIONS

**At Will:** Employment that may be terminated by the District or the employee at any time for any reason consistent with the law.

**Anniversary Date:** Date on which employee completes introductory period. Employee is eligible for a step merit increase at this time and each subsequent year until the top step of the classification is reached. Subsequent promotion may change the date of merit step increase eligibility.

**Confidential Position:** A position so designated by the Board of Directors that has access to privileged and confidential information relating to District Administration, employer-employee relations, or other personnel matters. The employee's access to such confidential matters shall be strictly limited to the areas of work in which each individual position is normally engaged or as otherwise determined by management.

**Contract Employee:** Employee hired as specified in an employment contract.

**Corrective Counseling Plan:** Plan approved by the General Manager to rectify or improve substandard performance.

**District:** The Nipomo Community Services District, a California special district.

**Elected Positions:** Those positions filled by popular vote or by appointment pending the next scheduled election.

**Employee:** Any person legally occupying a position in the District service.

**Exempt Employee:** Employee fulfilling requirements for Executive, Administrative or Professional are exempt employees, as defined by the Fair Labor Standards Act. An exempt employee is expected to complete his/her assigned duties rather than adhere to a strict workday schedule. Consequently, no overtime time will be provided to exempt employees who work beyond a forty-hour work-week.

**Hire Date:** Date on which employee commences work for District. This date is the basis for seniority and vacation accrual rate once the employee completes the introductory period.

**Immediate Family:** The employee's spouse, registered domestic partner, parents, grandparents, child, step child, brother or sister, grandchild or corresponding relatives by marriage or registered domestic partner status or any other person who is a legal dependent of employee. Family status of a child and step child includes biological, adopted, or foster child, legal ward, and child to whom the employee stands in loco

parentis. The family status definition of child applies regardless of age and dependency status.

**Introductory Employees:** Employees who are subject to Section "1020 – Introductory Period" of this Employee Handbook (either full-time or part-time). Introductory employees are "at will" and do not include part-time employees.

~~are "at will" employees, which means the employees can be terminated at any time for any reason without cause and without right of appeal or hearing.~~

**Leave of Absence:** An employee who has permission to be absent from duty for a specified period and purpose pursuant to applicable law and/or policy.

**Paid Leave:** Accrued sick leave, vacation, or administrative leave provided to and used by a District employee to compensate the employee's absences from work, in accordance with the policies governing use of sick leave, vacation, or administrative leave contained herein.

**Part-Time Position:** A position, approved by the District Board, in which an employee works a continuing, year-round shift averaging 20 hours or less per week on a monthly basis.

**Promotion Date:** Date employee is promoted to a new position. Upon completion of twelve (12) months the introductory period of satisfactory service, and annually thereafter, an employee is eligible for a step merit increase until the top step of the classification is reached.

**Reclassification:** A permanent, significant change in the duties and responsibilities of a position. A reclassification does not change the employee's hire anniversary date. If an employee is reclassified downward, the employee's basis for accrual will remain the same. In a reclassification upward, the effective date of the reclassification is treated as the Promotion Date.

**Regular Employees:** A regular employee is one who has been hired to fill a regular position in any job classification and has successfully completed his/her introductory period and is assigned to work more than 20 hours per week on a regular and continuous basis.

**Regular Pay Rate:** The hourly rate paid an employee for the normal work time performing the duties for which that employee has been employed by the District.

**Returning Employee:** An employee who is re-hired within three (3) months from his or her separation date.

**Safety Sensitive Position:** Safety Sensitive Positions are employment positions in which usage of drugs or alcohol could clearly endanger the health and safety of the individual employee, other employees, the community and/or others. These positions have the following general characteristics:

1. Their duties involve a greater-than-normal level of trust, responsibility for impact on the health and safety of the community and other employees; and
2. Errors in judgment could clearly result in mistakes that would endanger the health and safety of the individual, the community and/or other employees; and
3. Employees in these positions work with such independence, or perform such tasks that it cannot be safely assumed that mistakes such as those described in subdivision (2) above could be prevented by a supervisor or another employee.
4. A listing of Safety Sensitive Positions is included as Appendix D.

**Step-Merit Increase:** The periodic increase in salary that is based on performance and duration of employment in any given position. Any and all step merit increases are discretionary with the District and will be determined by management, in its sole discretion.

**Transfer:** At the General Manager's discretion, a change of an employee from one position to another with the same or comparable duties.

**Unpaid Leave.** A Leave of Absence during which the employee does not work and does not receive their regular pay from the District in accordance with the policies contained herein.

## 1030 - RETURNING EMPLOYEES

Employees who voluntarily resign employment from the District in good standing are eligible to return to District employment within three (3) months of their separation date. The determination of whether an employee has resigned in good standing will be made by the District. Reinstatement of an employee, other than the General Manager, is subject to the District's General Manager's discretion and is limited to the position previously held by the employee. If the employee's position has already been filled or the District determines that re-hiring the employee is not in the District's best interest, then reinstatement may be denied. If the employee is reinstated, the employee is required to complete another introductory period and will be subject to other applicable rules regarding the hiring process (i.e., drug testing if applicable). If the employee seeks re-employment in a different position or classification, then the former employee will be treated as an outside applicant and must submit an application and participate in the hiring process.

AUGUST 14, 2019

ITEM D-6

ATTACHMENT B

***NIPOMO  
COMMUNITY  
SERVICES  
DISTRICT  
EMPLOYEE HANDBOOK***

Rev. 2019



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## **CHAPTER ONE – INTRODUCTION**

### **1000 - PURPOSE OF EMPLOYEE HANDBOOK**

The information contained herein constitutes the District's Employee Handbook ("Handbook"). It is not to be interpreted as a contract between the District and any of its employees. Except as provided herein, this Handbook applies to all regular and part-time employees. Except as provided herein, these rules do not apply to members of the Board of Directors, volunteer personnel (such as advisory committees), persons engaged under contract to provide expert, professional, technical, or other services; to temporary employees, or to employees providing services under contract.

If any policy or portion of a policy contained within this Handbook is in conflict with regulations or legislation applicable to the Nipomo Community Services District, said regulations or legislation shall prevail.

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. Announcement of changes will be made through standard communication channels (for example, employee meetings and Manager communications). No oral statements or representations can in any way change or alter the provisions of this Handbook.

REV 2019

## 1010 - DEFINITIONS

**At Will:** Employment that may be terminated by the District or the employee at any time for any reason consistent with the law.

**Anniversary Date:** Date on which employee completes introductory period. Employee is eligible for a step merit increase at this time and each subsequent year until the top step of the classification is reached. Subsequent promotion may change the date of merit step increase eligibility.

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**Hire Date:** Date on which employee commences work for District. This date is the basis for seniority and vacation accrual rate once the employee completes the introductory period.

**Immediate Family:** The employee's spouse, registered domestic partner, parents, grandparents, child, step child, brother or sister, grandchild or corresponding relatives by marriage or registered domestic partner status or any other person who is a legal dependent of employee. Family status of a child and step child includes biological, adopted, or foster child, legal ward, and child to whom the employee stands in loco parentis. The family status definition of child applies regardless of age and dependency status.

**Introductory Employees:** Employees who are subject to Section "1020 – Introductory Period" of this Employee Handbook. Introductory employees are "at will" and do not include part-time employees.

**Leave of Absence:** An employee who has permission to be absent from duty for a specified period and purpose pursuant to applicable law and/or policy.

**Paid Leave:** Accrued sick leave, vacation, or administrative leave provided to and used by a District employee to compensate the employee's absences from work, in accordance with the policies governing use of sick leave, vacation, or administrative leave contained herein.

**Part-Time Position:** A position, approved by the District Board, in which an employee works a continuing, year-round shift averaging 20 hours or less per week on a monthly basis.

**Promotion Date:** Date employee is promoted to a new position. Upon completion of the introductory period, and annually thereafter, an employee is eligible for a step merit increase until the top step of the classification is reached.

**Reclassification:** A permanent, significant change in the duties and responsibilities of a position. A reclassification does not change the employee's hire date. If an employee is reclassified downward, the employee's basis for accrual will remain the same. In a reclassification upward, the effective date of the reclassification is treated as the Promotion Date.

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**Safety Sensitive Position:** Safety Sensitive Positions are employment positions in which usage of drugs or alcohol could clearly endanger the health and safety of the individual employee, other employees, the community and/or others. These positions have the following general characteristics:

1. Their duties involve a greater-than-normal level of trust, responsibility for impact on the health and safety of the community and other employees; and
2. Errors in judgment could clearly result in mistakes that would endanger the health and safety of the individual, the community and/or other employees; and
3. Employees in these positions work with such independence, or perform such tasks that it cannot be safely assumed that mistakes such as those described in subdivision (2) above could be prevented by a supervisor or another employee.
4. A listing of Safety Sensitive Positions is included as Appendix D.

**Step-Merit Increase:** The periodic increase in salary that is based on performance and duration of employment in any given position. Any and all step merit increases are discretionary with the District and will be determined by management, in its sole discretion.

**Transfer:** At the General Manager's discretion, a change of an employee from one position to another with the same or comparable duties.

**Unpaid Leave.** A Leave of Absence during which the employee does not work and does not receive their regular pay from the District in accordance with the policies contained herein.

**B.**



## 1020 - INTRODUCTORY PERIOD

- A. Requirement:** All full-time employees are “at will” employees until satisfactory completion of an introductory period. An introductory period is regarded as part of the examination process and provides the employee’s supervisor and the General Manager the opportunity to observe and evaluate an employee’s competence and ability to perform assigned duties.
- B. Length of Introductory Period:** A new and/or returning employee shall be regarded as an introductory employee for the first 365 calendar days of employment. The introductory period can be extended for a specified period of time, not to exceed an additional six months, if the employee’s supervisor (with the concurrence of the General manager) reasonably determines that an additional period of time is needed to assess performance and evaluate whether the employee is a good fit. If certificates or credentials are required pursuant to the job description, the introductory period may be extended to a maximum total period of 24 months with General Manager approval. Performance evaluation(s) will be completed in compliance with Section 7020. A leave of absence for more than 30 days (for any reason) will extend the introductory period for the equivalent number of days.
- C. Termination During Introductory Period:** Introductory 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.
- D. Completion of Introductory Period:** Upon satisfactory completion of the introductory period, the employee’s supervisor/manager must complete a Personnel Action Form, signed by the General Manager, confirming the satisfactory completion of the introductory period. An employee does not automatically successfully complete the introductory period simply by remaining employed for 365 days. Once a Personnel Action Form is completed and signed, then the employee will become a “regular employee.”
- E. New Classification Introductory Period:** An existing District employee receiving an appointment to a new classification, such as through a promotion or voluntary lateral move, will serve an introductory period for the first six months. The introductory period can be extended for an additional period not to exceed six months with the concurrence of the General Manager or can be extended to a maximum of 24 months if certificates or credentials are required pursuant to the job description. An employee who does not pass the introductory period may, at the discretion of the General Manager, retreat to the prior position if it is vacant. Otherwise, the General Manager may end the employment without cause and without right of appeal or hearing.
- F. Part-Time Employees:** Part-time employees are not subject to an introductory period and remain at-will at all times.

## **1030 - RETURNING EMPLOYEES**

Employees who voluntarily resign employment from the District in good standing are eligible to return to District employment within three (3) months of their separation date. The determination of whether an employee has resigned in good standing will be made by the District. Reinstatement of an employee, other than the General Manager, is subject to the General Manager's discretion and is limited to the position previously held by the employee. If the employee's position has already been filled or the District determines that re-hiring the employee is not in the District's best interest, then reinstatement may be denied. If the employee is reinstated, the employee is required to complete another introductory period and will be subject to other applicable rules regarding the hiring process (i.e., drug testing if applicable). If the employee seeks re-employment in a different position or classification, then the former employee will be treated as an outside applicant and must submit an application and participate in the hiring process.

## **CHAPTER TWO – EMPLOYMENT – HIRING AND CONDITIONS OF EMPLOYMENT**

### **2000 - RECRUITMENT**

- A. Employment – Hiring:** An applicant for employment shall be evaluated on the basis of his/her submitted material(s), personal interview(s), and demonstrated ability. The District will conduct interviews of job applicants and may also conduct employment testing to ascertain an applicant's relative ability to perform duties of the requested position. The District may retain all employment applications for a period of three years, whereupon they shall be discarded, unless they are legally required to be retained beyond the three year period. The District will only solicit applications when position openings exist, when employees have tendered letters of resignation or retirement, or when vacancies or new position openings are anticipated. Upon completion of such evaluation, the General Manager, or designee, shall select the applicant to be employed to fill the position opening. 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 for purposes of seniority.
- B. Employment – Philosophy:** It is the philosophy of the District to promote from within the District when there are qualified candidates, unless it would be in the District's best interest to hire from the outside.

## 2010 - PRE-EMPLOYMENT PHYSICAL EXAMINATION

- A. **Requirement for Examination:** All offers of employment for regular, part-time, and contract positions shall be made contingent upon the applicant successfully passing a physician's examination and drug test, if required, to be provided at District expense. An applicant shall not be employed until a qualified physician has certified the applicant is medically fit to perform the duties of the position. 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.
- B. **Impact of Refusal:** Applicants who refuse to cooperate in the examination and any required testing shall not be considered for employment.
- C. **Re-Employed Individuals:** Another pre-employment physical and drug test, if applicable, of an individual who was previously employed by the District will be required if more than three (3) months have elapsed since the individual's last day of work for the District.
- D. **Procedure for Examination:** When the applicant reports to the medical facility for the scheduled examination, identification shall be provided to the facility in the form of a photograph and verifiable signature (e.g. vehicle operator's license).
- E. **Confidential Results:** All examination results shall be kept confidential and disclosed only to those in management with a legitimate need to know. Results will be kept in a confidential medical file.
- F. **Disclosure:** District employment application forms shall contain a notice to applicants as follows:

"Nipomo Community Services District has a policy that any offer of employment shall be contingent upon the applicant successfully passing a physician's examination certifying that the applicant is medically fit to perform the duties of the position. Persons who refuse to cooperate in the examination or do not receive a physician's certification of qualification to do the type of work required by the position applied for will not be considered for employment."

## **2020 - BACKGROUND CHECK**

The District will conduct an appropriate background check and live scan fingerprinting on all applicants, and all statements submitted on the employment application or résumé shall be subject to verification. Any false statements or omissions of material facts may be considered sufficient for disqualification. If the District discovers that an employee included false statements or material omissions on his or her employment application or otherwise in the hiring process, that will be sufficient “good cause” to terminate employment whenever the information is discovered.

## 2030 - DMV RECORD

- A. Submission of Record:** All candidates for positions who have received an offer of employment from the District and who are required to drive in connection with their work duties shall submit a current Department of Motor Vehicle record, at the candidate's expenses, and may be required to provide proof of insurance to the District. The printout must be dated no less than 30 days from the date of submittal to the District and pursuant to a request from the District. All District employees who drive District vehicles are subject to the DMV Employer Pull Notice Program that provides the District with a means of promoting driver safety through the ongoing review of driver records.
- B. Insurability:** All District employees who drive District vehicles must maintain insurability by District's insurance carrier. The insurance carrier of the District will be requested to verify eligibility of insurability based upon the applicant's driving history. Applicants who are denied insurability by the District's insurance carrier will be disqualified. If a current employee is denied insurability by the District's insurance carrier, the District will evaluate appropriate action. If driving is an essential function of that employee's position, then the District reserves the right to terminate employment.

## **2040 - EMPLOYMENT ELIGIBILITY VERIFICATION**

The District requires satisfactory evidence prior to the commencement of introductory employment of legal authority to work in the United States. Employees with work authorizations that have expiration dates shall submit renewals or take other appropriate action prior to the expiration date. The District may participate in an e-verify program administered by the Department of Homeland Security to aid compliance with this section and applicable laws and regulations.

## **2041. REQUESTS FOR EMPLOYMENT VERIFICATION**

All employment verification inquiries from current or former employees, prospective employers of current or former employees, governmental agencies, or other organizations such as a financial or lending institution, must be directed to the General Manager for an official District response. All requests for employment verification must contain the employee's or former employee's signature authorizing the release of the information sought. The General Manager retains the discretion to determine whether the request for employment verification meets these requirements.

The following information may be provided in response to a request for employment verification that complies with this policy:

- a) whether the individual is currently employed at the District,
- b) the employee's current or last job title,
- c) the dates of employment at the District, and/or
- d) the current or final salary paid to the employee.



## **2050 - PERSONNEL ACTION FORM**

Every appointment, completion of introductory period, transfer, reclassification, promotion, demotion, step increase, suspension without pay, separation from service, or any information or action which affects the employment or salaried status of an employee shall be initiated by the General Manager on a Personnel Action Form. The Personnel Action Form is located at Appendix "I".

## 2060 - EMPLOYMENT OF RELATIVES AND DISCLOSURE OF PERSONAL RELATIONSHIPS

The District desires to avoid misunderstandings, complaints of favoritism or lack of objectivity, claims of unlawful harassment, and the morale and dissension problems that potentially result from romantic or other non-work-related relationships between employees. In order to implement these objectives, the District abides by the following requirements:

- A. Limitation on Hiring Family Members:** The District does not permit the hiring of a Family Member (as defined below) of any active Board member. If an existing employee is a Family Member of an individual who is elected to serve on the Board of Directors, the District will take any action that it deems appropriate to properly address the situation.

The District permits the hiring of family members of current employees; however, an employee will not be allowed to work in a position that would result in he/she directly or indirectly supervising or reporting to a Family Member (defined below). Additionally, the District may prohibit reporting relationships between employees who are romantically involved with one another. A reporting relationship exists between two employees if one employee is within another employee's chain of command and is directly or indirectly supervised by the other. The District will disqualify any applicant for employment or transfer where the result of that hiring or transfer would put an employee in direct supervision of (or under the direct supervision of) a Family Member or otherwise create a security, safety, or morale problem for the District.

For purposes of this policy only, Family Member includes parent, child, grandparent, grandchild, uncle, aunt, niece, nephew, cousin, sibling, spouse, domestic partner, cohabitants, or in-law relations (whether arising from a spouse or domestic partner relationship). Family Member is intended to encompass all family-like relationships regardless of blood or legal relationship.

- B. Disclosure Requirement:** Employees are required to immediately notify the General Manager of any relationship that potentially falls under this policy. If, in the District's opinion, any of the potential problems noted above cannot be avoided in a reasonable manner, the District may take any action that the District deems appropriate to address the situation.

## **2070 - EQUAL OPPORTUNITY EMPLOYMENT**

It is the policy of the District that there shall be no discrimination based upon race, color, national origin, ancestry, creed, citizenship, marital status, religion, sex, gender identity, gender expression, mental or physical disability, medical condition, genetic characteristics, pregnancy, childbirth, breastfeeding or related medical conditions, sexual orientation, military or veteran status, age (40 & over), or any other characteristic protected by applicable federal, state, or local law. This policy of nondiscrimination applies to all employment practices, including recruitment, hiring, compensation, benefits, promotion, training, transfer, discipline, layoff, recall, and termination.

If you have any questions regarding this policy or if you have any concerns about workplace discrimination (including harassment and retaliation), please let the General Manager know immediately. A complaint procedure is also addressed in the District's Harassment, Discrimination and Retaliation Prevention Policy which you should use to address any instances of workplace discrimination. The District will not retaliate against any employee who raises concerns in good faith. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

## **2080 - DISABILITY ACCOMMODATION AND FITNESS FOR DUTY**

- A. Reasonable Accommodations:** The District will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. If you feel you need a workplace accommodation due to limitations from a recognized disability, notify the General Manager. You may be required to provide medical certification regarding your disability and need for accommodation. All medical information is kept in a confidential, medical information file, in accordance with the District's Records Retention and Destruction Policy, and shared only on a need-to-know basis. While the District welcomes your suggestions for accommodations to enable you to perform the essential functions of your job, the District will make the final decision as to what, if any, reasonable accommodation to provide.
- B. Fitness for Duty:** Continued employment with the District is conditioned on an employee being fit and able to perform the duties specified in the applicable job description. If, in the opinion of the General Manager, an employee is having difficulty performing the reasonable duties of his/her position for medical reasons, 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 will commence an interactive process with the employee to ascertain whether the employee is eligible for any reasonable accommodations.

## 2090 - OUTSIDE EMPLOYMENT

- A. Prohibition of Outside Employment:** No District employee shall be permitted to accept or continue employment in addition to or outside of District service if the General Manager determines:
1. The outside employment leads to a conflict, or potential conflict of interest, for the employee; or
  2. The nature of the outside employment is such that it will reflect unfavorably on the District; or
  3. The duties to be performed in the outside employment are in conflict with the duties involved in District service.
  4. The District employee's performance of District duties is compromised or otherwise adversely impacted by the outside employment.
- B. Notification Requirement:** An employee who plans to accept such employment shall notify his or her supervisor immediately in writing prior to commencing outside employment and obtain General Manager approval for the outside employment. The employee shall agree, in writing, to limit the outside employment in accordance with the items listed in Section A above.
- C. Usage of District Property:** An employee who engages in outside employment shall not be permitted to use District records, materials, equipment, facilities, or other District resources in connection with said employment.

## 2100 - SEPARATION FROM DISTRICT EMPLOYMENT

- A. Resignation:** An employee can resign District employment at any time, either verbally or in writing provided to the employee's supervisor or the General Manager. To allow for proper transition of duties, the District requests – but does not require – that employees provide the District with at least two (2) weeks advance notice of resignation. On or before the effective date of the employee's resignation, employee shall immediately relinquish to his or her supervisor all District property, including but not limited to keys, phone, computer, credit cards, and any other property in the employee's possession. Resignations may only be withdrawn with the expressed written approval of the General Manager. At the General Manager's discretion, the resigning employee may be required to immediately return all District property in their possession and/or be placed on paid administrative leave for the duration of his or her employment through the resignation date.
- B. Layoffs:** Whenever, in the judgment of the District Board, it becomes necessary, due to the lack of work, absence of need for a position, material change in duties, curtailment of public services, lack of funds, other economic considerations, the General Manager may layoff an employee. The General Manager shall prepare a layoff list, giving consideration to all applicable factors, including business necessity, job performance, competence and skill-set of individual employees, and longevity of service with the District (where practical). Longevity will not dictate layoff choice where other relevant factors apply.
1. Employees to be laid off shall be notified as soon as practicable and given at least fourteen (14) calendar days prior notice. A layoff is not subject to grievance or appeal.
  2. Employees laid off or demoted in good standing under this policy shall be eligible for re-employment with the District. The names of all persons laid off or demoted in accordance with this policy shall be entered upon a re-employment list. If, within three (3) months of the effective date of layoff, the position held by the employee immediately prior to layoff or demotion becomes vacant, or if another position within the same class and for which the employee is qualified becomes vacant ("alternate position"), then the employee shall be offered the vacant position. Persons who refuse re-employment shall be removed from the list. At the discretion of the General Manager, the re-employment list can be extended for a specific term beyond the initial three (3) months. Nothing in this layoff process changes the at-will nature of employment or is intended to grant any rights to continued or future employment.
- C. Involuntary Termination:** The District can terminate employment of employees who have not completed the introductory period for any reason or no reason in accordance with the Introductory Policy. Employees who have attained regular status can be terminated for good cause in accordance with the disciplinary policy.

## **CHAPTER THREE – HOURS OF WORK AND COMPENSATION**

### **3000 - COMPENSATION**

- A. New Introductory Employees:** All newly appointed introductory employees shall be paid at the first step of the salary range for the position to which the introductory employee is appointed except as provided elsewhere herein.
- B. Advanced Step Hiring:** If the General Manager finds that qualified applicants have greater experience or competencies than required at the first step of the salary range, the General Manager can extend an offer higher than the first step.
- C. Increase in compensation other than Cost of Living Adjustments (Step-Merit Increase):** After one year in a salary step (on the employee's Anniversary Date), employees may qualify for a step merit increase to the next step, provided the employee has performed satisfactorily, and provided management has determined that a step merit increase is appropriate. All decisions about step merit increases are subject to management's sole discretion; employees are not automatically entitled to or eligible for a step merit increase. A performance evaluation verifying satisfactory performance and a Personnel Action Form for each employee recommended for advancement shall be submitted to and approved by the General Manager prior to final action on such recommendation.
- D. Temporary Assignment:** A temporary assignment occurs when the following conditions are met: (1) an employee is assigned by the affected department directors to perform duties outside of their current job classification; (2) the assignment is for a defined period of ten (10) consecutive working days or more, with a specified end date; and (3) the employee is expected to return to their most recently-assigned position at the end of the temporary assignment. A temporary assignment may be made to the same, lower, or higher level of classification of work. When an employee has served more than ten (10) consecutive working days filling the role of a higher job classification, on the eleventh day and any consecutive days thereafter, the employee will be compensated 5% above their current wage. An employee temporarily assigned to fill the role of an equal or lower job classification, that employee will be compensated at their current wage.
- E. Cost of Living Adjustments:** Annually, the Board may consider a Cost of Living Adjustment (COLA). If the COLA is approved, the District Salary Schedule will be adjusted accordingly, thus keeping the schedule current. Therefore, an employee may receive both a Cost of Living Adjustment and an increase in compensation pursuant to subdivision C above 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 COLA, unless the employee is eligible for longevity pay.
- F. Promotion:** Employees promoted to a position with a higher salary range shall be placed on the step of the range allocated to the new classification which would grant such employee an increase in pay no greater than five percent (5%). The increase may exceed five percent (5%) at the discretion of the General Manager, but shall not exceed the top step of the range allocated to the new classification. Employees who are promoted retain the same Hire Date for purposes of years of

service and benefit accruals, but have a new Promotion Date for purposes of performance reviews and merit step increases.

- G. Lateral Transfer:** When an employee transfers to a different position or classification with similar responsibilities as his/her existing position (and has not been demoted), the affected employee shall be placed at a salary range within the new classification that is most consistent with the employee's existing salary range not to exceed Step 5 unless employee is eligible for longevity pay.
- H. Incentive Pay:** Operations Staff who successfully achieve Water or Wastewater Grade certificates over and above those required for the position while employed with the District will be entitled to receive a one-time incentive pay of \$500.00 for each certificate obtained, subject to the prior-approval of the General Manager. Once the employee achieves the certificate, it is their responsibility to keep it current by obtaining the necessary continuing education units via on-line training, correspondence courses, class attendance, etc.
- I. Supplemental Wages (for withholding purposes):** The Internal Revenue Service defines supplemental wages to include bonuses, commissions, overtime pay, payments for accumulated sick leave, severance pay, awards, prizes, back pay, retroactive pay increases and payments for nondeductible moving expenses. If supplemental wages are given to the employee at the same time as the employee's regular wages are paid, the District is required to treat the sum of the payments as regular wages and withhold income taxes based on the regular payroll period using the withholding schedules. If the supplemental wage is not given to the employee at the same time as the employees regular wages are paid, the district will withhold federal and state income tax at a flat rate in the amount identified in applicable federal and state income tax regulations without allowing for any withholding allowances claimed by the employee.
- J. Longevity Pay:** All regular employees who have been continuously employed by the District for fifteen (15) years are eligible to receive longevity incentive pay in the amount of two and one-half percent (2.5%). All regular employees who have been continuously employed by the District for twenty years are eligible to receive an additional longevity pay in the amount of two and one-half percent (2.5%).



### **3010 - PAY PERIODS / PAYDAYS**

The salaries and wages of all District employees shall be paid bi-weekly every other Friday. The two-week pay period begins on Monday at 12:01 a.m. and ends two weeks thereafter on Sunday at midnight. In the event a payday falls on one of the holidays listed, the immediately previous working day shall become the payday. Upon request, District employees can be paid via direct deposit into a personal bank account.

## 3020 - HOURS OF WORK

This policy shall apply to all non-exempt employees.

- A. **Workweek:** The work-week shall consist of seven (7) consecutive days from 12:01 o'clock a.m. Monday through midnight Sunday.
- B. **Workday Hours:** The regular hours of work each day shall be consecutive except for interruptions for meal periods. The regular working day is generally 8:00 a.m. until 4:30 p.m. for office staff and 7:00 a.m. until 3:30 p.m. for field staff. Employees shall be at their assigned work location, ready to start work at 8:00 a.m. (office staff) or 7:00 a.m. (field staff). Employees who are required to wear uniforms shall be in uniform at their designated jobsite at 8:00 a.m. (office staff) or 7:00 a.m. (field staff). Employees are required to record their work time (including start of shift, meal breaks, and end of shift). Hours worked can be rounded to the nearest 1/10th of an hour (6 minute increments).
- C. **Meal Periods and Rest Breaks:** Employees are provided with a half-hour (30 minutes) break for lunch, 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. Time allocated to breaks may not be accumulated or used to come in late, leave early, or add to a meal period. All fifteen (15) minute breaks must be taken on the job site or other assigned work location, as that time is compensable.
- D. **Alternate Schedules:** The General Manager, or his/her designee, may authorize flexible work schedules with different starting and ending times, provided it does not interfere with the regular workload of the District. The General Manager, or his/her designee, can also require employees to vary their workday hours when needed for operational or other business purposes.
- E. **Clean-up:** In addition to the 30 minute break for lunch, five (5) minutes of paid time will be allowed at the commencement of the meal period for employees to clean up (such as washing hands). At the end of the workday, ten minutes of paid time is allowed to operations staff to clean up and change out of required uniform (this will begin no sooner than 3:20 p.m. (field staff) or 4:20 p.m. (office staff) based on a regular work day schedule concluding at 3:30 p.m. (field staff) or 4:30 p.m. (office staff)).
- F. **Tardiness:** If an employee cannot report for work at the scheduled start time, then that employee is required to notify his/her immediate supervisor at least ten (10) minutes or as soon as possible before his or her scheduled start time. Tardiness shall be cause for disciplinary action. Any employee who is tardy must fill out a Leave Request/Absence Report, Appendix J, and turn it in to their supervisor the same day as the tardiness. Tardiness of more than 1/10 of an hour (6 minutes) must be taken as paid leave or unpaid leave if the employee has no paid leave available. Exempt Employees: An exempt employee who is absent from work for more than two hours during regular hours of work is required to use accrued paid leave for that time of absence, subject to all applicable provisions contained in Chapter 5 governing use of paid leave time.

## 3030 - OVERTIME

- A. Overtime Discouraged:** The District discourages overtime whenever possible.
- B. Overtime Approval Required:** Employees should not work overtime without first obtaining approval from his or her supervisor or the General Manager. When overtime is necessary and authorized by the General Manager or designated Supervisor, it shall be paid as follows:
1. Time worked in excess of forty (40) hours in a workweek.
  2. Time worked on a designated holiday.
  3. Time worked beyond eight hours in any workday or more than six days in any workweek.
  4. Overtime compensation will not be paid to Exempt Employees.
  5. Overtime compensation will be paid at one and one-half times the employee's regular rate of pay, as determined under the Fair Labor Standards Act of 1938, except that, as required by applicable laws, the following overtime compensation rates apply
    - a. For all hours worked in excess of 12 hours in any workday overtime compensation will be paid at double the employee's regular rate of pay; and
    - b. For all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek, overtime compensation will be paid at double the employee's regular rate of pay.

## 3040 - STANDBY POLICY

The District requires standby work for some employment classifications and provides standby pay in accordance with the following policy:

- A. Schedule:** A written schedule shall be maintained by the Director of Engineering and Operations whereby all operations staff qualified for and designated for Standby duty shall be assigned, on a rotational basis, to be on Standby and subject to Call Out on weekends, holidays, and other times not considered regular hours of work for District employees. An employee who is unable to serve his or her assigned Standby shift(s) will be reassigned a make-up Standby shift. An employee may not perform Standby duties or Substituted Standby Coverage for more than two weeks in a row.
- B. Notification:** When an employee is on Standby, he/she shall be provided appropriate Notification Device(s) (e.g., cell phone, laptop/tablet, radio, etc.) that will provide notification in the event of an emergency repair/maintenance work need. Said Notification Device(s), shall be kept in the Standby employee's possession during the entire Standby period of time. Notification of emergency repair/maintenance work may also be given verbally, in person, or telephonically, by the General Manager or Director of Engineering and Operations, or by the employee's immediate Supervisor.
- C. Reporting Requirement:** When an employee is on Standby, he/she shall be free to utilize his/her time as desired for personal pursuits, but must be fit for duty, ready, willing, and able to arrive at District facilities within 30 minutes from the time of the initial call-back notification. This means that those on Standby are subject to Section 7060 Drug Free Workplace and Testing. If called to duty, the employee on Standby shall utilize a District vehicle and be dressed in District provided uniform and use all necessary personal protective equipment when performing scheduled rounds and when responding to call outs.
- D. Standby Period:** The normal Standby period begins at 4:30 p.m. on Monday and ends the following Monday (seven days later) at 8:00 a.m. **Water and Wastewater Operators.** Water and wastewater operators are required to assist each other as necessary during Standby shifts. During any Standby shift, the water operator will be primary and the wastewater operator will be secondary for water system-related calls, and the wastewater operator will be primary and the water operator will be secondary for wastewater system-related calls.
- E. Standby Compensation:** Standby pay shall be paid as follows:

  - 1. An employee shall receive Standby pay when assigned Standby duties as outlined above. Compensation for Standby shall be \$27.00 per day regardless of whether the employee is called to duty for Monday through Friday, excluding holidays. Saturdays, Sundays, and holidays are excluded from the \$27.00 flat-rate compensation. If an employee on Standby receives a call, the employee shall be paid as provided in the call-out section below.

2. On Saturdays, Sundays, and holidays, the employee on Standby is required to perform scheduled rounds, other essential duties, and various secondary duties as assigned. The employee performing these tasks shall begin work at 7:00 a.m., unless an alternate schedule has been approved by a Supervisor(s) and approved by the Director of Engineering and Operations, and perform a minimum of four (4) hours of work. The employee shall complete scheduled rounds first, followed by other essential duties, and then any secondary duties. The employee will be paid at the overtime rate for these four (4) hours. The employee shall conclude work at 11:00 a.m., unless the employee is specifically authorized by his or her supervisor to perform more than four (4) hours of work. The employee will be compensated at the overtime rate for all hours worked.
3. **Substituting Standby Coverage:** Any employee agreeing to fill a shift for the Standby duty person shall receive compensation at the rate of \$27.00 per day (Monday through Friday, excluding holidays). The assigned Standby employee's compensation shall be reduced by \$27.00 per day. The agreement between parties shall be put in writing and signed by the Supervisor(s) and approved by the Director of Engineering and Operations. The employee originally scheduled for standby shall notify the answering service.
4. **Illness:** An employee who is scheduled to be on standby and who does not work the regular work day due to illness is not eligible to be on standby. The employee who is scheduled to be on standby shall contact his/her immediate Supervisor who will then arrange for a replacement. In instances of illness, the assigned employee will be removed from the standby schedule and will not receive any standby pay.

## 3050 - CALL OUT PAY

An employee earns call out pay when an employee is ordered to return to work after the employee has completed the employee's usual work shift and left the work site. The District adheres to the following requirements for call out pay:

- A. Timing and Rate for Call Out Pay:** Call out pay begins when the employee is initially called out and ends when the employee leaves the Operations Yard (or job site if the employee is not required to return to the Operations Yard) to return home. Call out Pay is paid at the rate of one and one-half times an employee's regular pay.
- 1. Before Regular Shift:** An employee called in early to start his/her day or shift without prior reasonable notice shall also be eligible for call out pay for the time between when the call comes in and the beginning of the employee's regularly scheduled work day. The two-hour minimum pay for Call Out Duty described in Subsection B below does not apply.
  - 2. Working Late Does Not Qualify for Call Out Pay:** If an employee stays late to complete assigned work, that is not considered a call out. The employee will be paid at the appropriate hourly rate for any such work. In that instance, hours are paid at the overtime rate only if the work otherwise qualifies as overtime (i.e., in excess of 40 hours for the workweek).
- B. Minimum Pay for Call Out Duty:**
- Subject to the limitations above, the District shall pay the employee a minimum of two (2) hours of overtime pay for a call out. An employee will not receive additional call out pay for any subsequent call outs received during the initial two hour period. Additional call outs during any two-hour minimum call out period will be considered time already paid. If actual work exceeds two (2) hours, then employees will be compensated for the time actually worked in excess of two hours. Any subsequent call out, after completion of the previous call out and after the employee has left the Operations Yard (or job site if the employee is not required to return to the Operations Yard), shall begin a new two-hour period.
  - Employees who are contacted and consulted by telephone, either by a supervisor or by the District SCADA system or the District answering service, about a work-related problem outside their regular work shift, and who provide advice or direction, shall be compensated at an overtime rate for the actual time spent on the telephone, rounded up to the nearest quarter of an hour. The time will be recorded on timesheets as overtime.
- C. Obligation to Advise of Fitness for Duty:** If an employee is called back to work (whether on Standby or otherwise), the employee is obligated to comply with Section 7060 Drug Free Workplace and Testing and shall promptly disclose to his or her immediately supervisor if he or she is not fit to return to duty for any reason.

## **CHAPTER FOUR – DISTRICT EQUIPMENT, PROPERTY AND REIMBURSEMENT**

### **4000 - UNIFORMS**

- A. Requirement for Uniforms for Utility Personnel:** All regular utility personnel are required to wear the designated District provided uniform while on regular duty, call-out, and when performing assigned work on weekends, holidays, and after-hours. The District will supply all qualifying employees with specific products that meet the needs and/or safety requirements. This will include uniforms (pants and shirts), jackets, appropriate foot protection and rain gear. Jackets and rain gear will be issued to qualifying employees as needed, if approved by the Supervisor.
- B. Cost of Uniforms:** The cost of such uniforms and/or protective clothing that employees are required to wear shall be borne by the District.
- C. Damage to Uniforms:** Employees are responsible for any loss or damage of uniforms and/or protective clothing caused by negligence or misuse. Off-duty wearing of District provided uniforms and/or protective clothing is prohibited. Upon termination or separation, all uniforms and/or protective clothing (excluding shoes) must be returned to the District.
- D. Shoes:** Employees who are exposed to foot injuries or hazardous mixtures shall wear appropriate foot protection, as outlined in the Safety Manual. The District will reimburse the employee up to \$165.00 for the initial purchase of a pair of safety toe shoes and will reimburse the employee up to \$165.00 for the replacement of safety shoes due to damage or wear, not to exceed one wear replacement every twelve (12) months.

## 4010 - USE OF DISTRICT VEHICLES & PROPERTY

- A. Limitation of Use of District Property:** District vehicles, cell phones, computers, equipment, trash and recycling receptacles, tools, and other property shall only be used for District business and operations. No District employee or Board member shall use any such District property or vehicle for any personal or non-District use. Transportation in District vehicles of persons other than Directors, officers, employees, agents of the District, or authorized guests, is prohibited. Parking of personal vehicles on District property is at the employee's own risk.
- B. Exemptions:** Exemptions must be pre-approved by the General Manager or his/her designee and may be allowed for general public good will and the general benefit of the District.
- C. Requirements:** Employees who are required to use District vehicles shall:
1. Be aware they are on public display when driving a District vehicle and must conduct themselves accordingly.
  2. Be aware that if any violation of law results in a citation, it must be reported immediately to the supervisor. Thereafter, it is the employee's responsibility to address the citation in a legally compliant manner. The employee may be subject to District initiated disciplinary action.
  3. Fasten seat belts at all times and see to it that passengers do the same.
  4. District cell phone use policy is strictly enforced. Refer to the Safety Manual for the entire policy.
- D. Animals:** Animals of any kind are prohibited from being transported in District vehicles or brought by employees onto District property, unless properly designated as a "service animal".
- E. Purchase of Surplus Equipment:** Employees of the District shall not receive or be permitted to buy surplus District equipment or other property.



## 4020 - TECHNOLOGY USAGE

- A. Usage of District Technology Resources:** The District provides various technology resources to its employees, including computers, cell phones, smart phones, tablets, electronic mail, internet access, and other forms of technology. These resources are provided to employees for work-related purposes. These technology resources are business tools, which are to be used in accordance with generally accepted business practices and to provide an efficient and effective means of communications for the District.
- B. Privacy:** An employee cannot expect privacy rights to extend to any use of District-owned technology resources, equipment, or supplies. The District has the right to monitor and inspect all technology resources at any time to ensure proper business use. As a result, any information placed on any District computer, to or from a District e-mail account or otherwise, is subject to inspection and disclosure by the District. As a result, no one should have any reasonable expectation of privacy in communications sent over the District e-mail network. E-mail communications are not confidential. For purposes of this policy, e-mail shall also include all messages transmitted on the Internet or by text message services.
- C. E-mail Usage:** All District employees, consultants and other non-employees utilizing electronic communications with the District (hereinafter "E-mail users") must abide by the following requirements:
1. **District Property:** The District's electronic systems ("System") and the contents thereof are the sole property of the District and therefore not considered personal. Communications sent over the System is subject to monitoring by the District and may be subject to disclosure under the Public Records Act or litigation. Communications transmitted over the System should be restricted to business activities of the District or communications that contain information related to the accomplishment of District business, administration or practices. Incidental personal use is allowed, subject to the provision below.
  2. **E-mail Retention:** E-mail messages which are intended to be retained in the ordinary course of the District's business are recognized as official records that require protection/retention in accordance with the California Public Records Act. This includes emails that are sent or received through the System or on District-owned devices or accounts as well as emails pertaining to District business that are sent or received on private devices or using private email accounts or services. All District employees shall acknowledge and comply with the District's adopted email policy attached hereto as Appendix "O."
  3. **Improper Use:** All of the following will be considered and treated as improper use which is strictly prohibited:
    - a. Use of the System for transmitting any information that is discriminatory, harassing, or obscene, including but not limited to: comments based on race, national origin, gender, sexual orientation, age, disability, religion, political beliefs or any other

status protected in the Equal Opportunity Employment policy or by law.

- b. Use of the System for transmitting any information that counsels insubordination, harms close-working relationships, publicizes a personal dispute, undermines the District's ability to provide public services through its employees or harms the integrity of the System or network.
  - c. Use of the System to solicit, promote or proselytize others for non-job related commercial ventures, religious or political causes, or other non-job-related activities.
  - d. Use of the System in any way that communicates with the Board of Directors in such a way as to violate the Ralph M. Brown Act.
4. **Attorney-Client Privilege:** E-mail messages transmitted to or from District Legal Counsel and/or his/her employees and agents are considered to be confidential work product communications and subject to the attorney/client privilege.
5. **Pre-Approval of Outside Information:** All materials – diskettes, flash drives, CDs, DVDs, as well as applications – brought into the workplace from external sources must be approved by the General Manager, Assistant General Manager, or the Director of Operations and Engineering before being installed or used on the District's computer system.
6. **Monitoring:** The District reserves the right to monitor the System including reviewing, auditing, and disclosing all matters sent over and/or stored in the System.
- D. Incidental Personal Use:** Employees are allowed incidental personal use of the District's Technology Resources during non-working periods. This incidental personal use shall not interfere with District business. Even if technology resources are used during non-working periods, employees should not have any expectation of privacy of information transmitted or placed on the District's technology resources. The information is still subject to review, monitoring, and disclosure.
- E. Social Media:** Employees are not allowed to use the District's Technology Resources for personal access to any type of non-District social media account, including Facebook, Twitter, blogs, etc. These items (and any others properly characterized as forms of social media) should not be accessed for personal use from any District computer, cell phone, smart phone, tablet or other technology resources.
- F. Discipline:** Anyone found to have engaged in any of the prohibited practices mentioned above will be subject to termination of System access, disciplinary action up to and including termination of employment.

## 4030 - VEHICLE COST REIMBURSEMENT

- A. Rate of Reimbursement:** 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.
- B. Pre-Approval Required:** Employees shall request approval to use a personal vehicle in lieu of a District vehicle. Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available. Every attempt shall be made to coordinate work so that District vehicles are available for the performance of said work.
- C. Conditions of Use:** Employees who operate their own vehicles on District business may do so provided the following conditions are followed:
1. The vehicle must be in sound and safe operating condition and maintained as such at the employee's own expense.
  2. The employee and vehicle must be insured as outlined below.
  3. The employee must obey all state and local driving laws and observe driving conditions with the utmost care, including but not limited to wearing a seat belt.
  4. The employee must possess and maintain a valid California driver's license.
  5. All vehicles driven on District business must be properly registered with the California Department of Motor Vehicles.
  6. The employee must provide authorization for District to access the employee's driver license record through the DMV Employer Pull Notice Program.
  7. Employees who have their driver's license suspended or revoked are required to report these conditions to their supervisor promptly.
  8. The District accepts no responsibility for citations issued to an employee by any law enforcement agency while driving a vehicle on District business under any circumstance. All liabilities created by any citation will be the responsibility of employees who receive them.
- D. Proof of Insurance:** All employees who use their personal vehicle for business travel are required to maintain general automobile liability insurance of at least the minimum amounts required by the State of California. While driving on District business, the employee's personal auto insurance is intended to provide the primary insurance coverage. Employees must provide proof of adequate insurance coverage to the District. Any employee who does not maintain the required insurance coverage will not be authorized to drive his or her personal vehicle on District business.

- E. Accident:** Should a vehicle accident occur during an employee's travels for District purposes, the employee's personal vehicle insurance will be considered primary. If an employee sustains damage to or loss to their private vehicle or approved rental vehicle or is involved in an accident while on District business, they must immediately notify their supervisor, fill out the Accident Report, Vehicular and Moving Equipment located at Appendix "L," and adhere to the following procedure:
1. Notify the police and their supervisor.
  2. Obtain the names and addresses of:
    - a. Owner of other vehicle(s)
    - b. Insurance Carrier of the other driver(s)
    - c. Witnesses
    - d. Injured person(s)
    - e. Other driver(s), including the number of and state issuing the driver's license.
  3. Note these items:
    - a. Speed of each vehicle with its direction of travel
    - b. Signal given by each driver, if any
    - c. Point and time of accident
    - d. Any mechanical aspect of the other vehicle, which may have caused the accident (e.g., no brake lights, etc.)
  4. Promptly report to their supervisor any damage done to a customer, the public, the District, an employee, or their property.

## 4040 - BUSINESS TRAVEL AND REIMBURSEMENT

It is the policy of the District to reimburse District employees for expenses while attending to District business, including but not limited to conferences, meetings, seminars and classes as provided for in Section 4060. All travel must be pre-approved by the General Manager. On those occasions where vehicle "non-routine" travel is required outside the District boundaries, the following procedures shall apply:

- A. Use of District Vehicles:** An employee must obtain permission from the General Manager to use a District vehicle. Any out of pocket expenses, such as parking and tolls, shall be reimbursed upon presentation of receipts.
- B. Use of Private Vehicle:**
  - 1. Employees shall comply with Section 4030 - Vehicle Cost Reimbursement.
  - 2. If an employee is authorized to use his/her private vehicle on District business by the General Manager, he/she shall be compensated at the prevailing IRS per diem mileage rate.
  - 3. Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available.
  - 4. Every attempt shall be made to coordinate work so that District vehicles are available and operational for the performance of said work.
  - 5.

Should a vehicle accident occur during an employee's travels for District purposes, the employee's personal vehicle insurance will be considered primary.
- C. Air/Other Travel:** When the distance may be too great for driving a vehicle, an employee may be authorized to commute by other modes (air, bus, train, etc.). The District shall reimburse the employee for all required and reasonable commute-related costs (fares, fees, related costs).
- D. Lodging:** It is the policy of the District to exercise prudence with respect to hotel/motel accommodations. It is also the policy of the District for Board members and staff to stay at the main hotel/motel location of a conference, seminar, or class to gain maximum participation and advantage of interaction with others whenever possible. Actual hotel/motel costs shall be reimbursed. Personal phone calls, movies, snacks, and other hotel incidentals are not reimbursable.
- E. Per Diem:**
  - 1. Any employee traveling on District business shall receive in addition to transportation and lodging expenses, a per diem allowance to cover ordinary expenses such as meals, refreshments, and tips. The amount set for per diem shall be considered fair reimbursement and the employee shall neither be required to account for use of the per diem, return the unused portions, nor claim additional expenses for these items.

2. Per diem shall be provided in accordance with Board bylaws in the amounts set forth in Appendix F.
  3. An employee shall be eligible for breakfast per diem if they are required to leave Nipomo prior to 7:30 a.m. in order to reach his/her destination on time and dinner per diem if they arrive back in Nipomo after 6:30 p.m. The employee may be authorized a dinner per diem if they are required to leave Nipomo the evening prior to a conference, meeting or class. An employee shall not receive a per diem for a meal when that meal is included in the registration of a conference or class. Conversely, if a meal is included as part of the conference, but the cost is additional, the employee may be reimbursed the additional out of pocket expenses for the meal provided receipts are turned in.
  4. Employees are not to claim reimbursement for other employees except for expenses shared in common, such as taxi fares.
- F. Credit Cards:** Credit cards are provided to designated managerial employees for use in connection with District business.

#### **4050 - ACCEPTING & PROVIDING GIFTS**

Employees may accept gifts from third parties, subject to all applicable disclosures rules and gift limits established under the Political Reform Act and the Fair Political Practice Commission's regulations. If an employee receives a gift from a third party due to an affiliation with the District, the employee is required to report the gift to their supervisor within 48 hours, so that the District can assess if any reporting requirements apply.

## 4060 - EDUCATION AND TRAINING

**A. Education Required as a Condition of Employment:** Attendance at seminars, conferences and/or training sessions will be treated as hours worked when:

1. Attendance is required to obtain and/or maintain certification for the current job classification of the employee or when attendance is directed by the General Manager or his/her designee; and
2. The General Manager has approved the attendance.

Attendance at Seminars, Conferences, and/or Training Sessions must be pre-approved by the General Manager fifteen (15) calendar days in advance. When authorized and required by law, travel time and attendance time outside of regular working hours will be compensated at the overtime rate. The General Manager may require employees to work modified schedules to facilitate employee attendance at seminars, conferences, and/or training sessions during working hours. When appropriate, travel and per diem costs will be paid in accordance with the Business Travel and Reimbursement Policy. If a Seminar, Conference and/or Training Session is offered on-line, then the class will be taken via internet. Otherwise, if it is offered in several locations, the closest location to District is preferred.

**B. Education Not Required as a Condition of Employment:** If attendance at a particular seminar, conference, and/or training session is not directed by the General Manager or is not required as a condition of employment, employees may decide – on their own – to attend for their own benefit and development. In these circumstances, any time used by employees traveling to and from the seminar, conference, and/or training session outside of regular working hours will not be compensated as time worked and shall not be used to compute overtime.

If attendance at a seminars, conference, and/or Training Session is not required as a condition of employment, employees may request time off in advance and use their accrued vacation in connection with the absence.



## **CHAPTER FIVE – BENEFITS**

### **5000 - BENEFITS AND INSURANCE COVERAGE**

- A. Medical Expense Insurance:** Accident, health, and hospital insurance to cover non-occupational injuries and sickness for introductory and regular employees and their dependents (working more than 20 hours per week pursuant to CalPERS rules) in all job classifications, shall be provided by the District. The scope of coverage, the specific providers, and the payment of premiums may be subject to review and revision by the Board of Directors.
- B. Dental Insurance:** Dental insurance shall be provided for regular employees and their dependents (working 30 or more hours per week pursuant to Dental Insurance Carrier Policy) upon completion of one month of continuous employment. The scope of coverage and the payment of premiums may be subject to review and revision by the Board of Directors.
- C. Vision Insurance:** Vision Insurance shall be provided for regular employees and their dependents (working 30 or more hours per week pursuant to Vision Insurance Carrier Policy) upon completion of one month of continuous employment. The scope of coverage and the payment of premiums may be subject to review and revision by the Board of Directors.
- D. Workers' Compensation Insurance:** All District employees will be insured against injuries received while on the job as required by State law.
- E. Retirement Plan:** The District is a member of CalPERS (California Public Employees Retirement System). The District contributes the required percentage of gross wages (excluding overtime and any other excludible compensation) to CalPERS on behalf of each eligible employee.

  - 1. For employees hired prior to June 18, 2011, the District contributes 8% on behalf of the employee as the Employer Paid Member Contribution (EPMC).
  - 2. For employees hired on or after June 18, 2011, and prior to January 1, 2013, the District does not make a contribution on behalf of the employee. The employee is responsible for paying the 8%.
  - 3. For employees hired on or after January 1, 2013, those employees are subject to the Public Employees' Pension Reform Act (PEPRA) revised contribution and benefit rules if they meet the CalPERS definition of "new member."
- F. Deferred Compensation Plan:** The District offers an IRS 457 Deferred Compensation Plan to its employees who are CalPERS members. This plan is provided as an optional CalPERS benefit. The District does not contribute to this plan.
- G. 1959 Survivor Benefit Allowance:** This benefit provides for a monthly allowance to eligible survivors of CalPERS members who were covered for this benefit

program and die before retirement. The cost to each employee per month is determined by CalPERS. The District contributes the remaining monthly premium cost on behalf of each employee.

- H. **State Disability Insurance Program:** All District employees shall contribute to and participate in the State Disability Insurance program (SDI) in accordance all applicable laws and regulations governing that program. SDI provides short-term disability insurance and Paid Family Leave (PFL) wage replacement benefits to eligible workers who need time off work, such as for non-work-related illness or injury, pregnancy, or childbirth, or to care for a seriously ill family member or to bond with a new child.
- I. **Information Only:** The descriptions of benefit and insurance programs are provided for information only. These descriptions are not intended to provide detail regarding the plans and benefits. In the event of a conflict between these descriptions and the applicable plan documents or laws, the documents or laws will control.

## 5010 - VACATION

This policy shall apply to regular employees and introductory employees (full-time) in all classifications.

**A. Rate of Accrual:** Paid vacations shall be accrued according to the following full-time equivalent schedule on an annual basis. Part-time employees earn a pro rata amount of vacation in accordance with the formulas set forth below:

1. Employees with less than five years of service earn five-sixths of a working day per month of paid employment (equivalent to 10 working days per year);
2. Employees with five to nine years of service earn one and one-fourth working days per month of paid employment (equivalent to 15 working days per year);
3. Employees with more than nine years of service earn one and two-thirds working days per month of paid employment (equivalent to 20 working days per year).

**B. Rate of Accrual:** Employees are eligible for vacation based on the following formulas:

Hours Worked Per Week	Proportion of Vacation, Sick, and Holiday Benefits
21-23	57.5%
24-26	65.0%
27-29	72.5%
30-32	80.0%
33-35	87.5%
36-38	95.0%
39-40	100.0%

**C. Limitations on Accumulated Vacation Time:** An employee shall be able to accrue no more than the number of vacation days they are entitled to earn in two years of employment. Once the maximum vacation accrual is reached, vacation time will no longer be accumulated. Once the vacation accrual is below the maximum, vacation accrual will again start to accumulate.

**D. Termination:** 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.

**E. Administrative Leave for Exempt Employees:** 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. If this time is not used by the end of the calendar year, any unused administrative leave will be cashed out and paid to the exempt employees at their then-current rate of pay.

- F. Unpaid Leave of Absence:** No vacation accrues during any unpaid leave of absence. An employee is not permitted to borrow on future accrual of vacation benefits.
- G. Holidays:** 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.
- H. Requesting Vacation:** Employees must submit vacation requests to their supervisor. Supervisors will consider requests in light of all relevant criteria, including operational concerns, seniority, scheduling issues, leave balances, timing of the request, and fairness. Leave Request Form is located at Appendix "J".
- I. Introductory Employees:** Introductory employees accrue vacation time during their introductory period, but are not eligible to take any accrued vacation until successful completion of the introductory period.
- J. No Cash-Out During Employment:** Vacations are provided by the District to employees as a period of time away 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. In addition, employees are not expected to and should not work during their vacation.

## 5020 - HOLIDAYS

This policy shall apply to all regular employees and introductory employees (full-time).

**A. Days Designated as Holidays:** The following days shall be recognized and observed as paid holidays:

- New Year's Day;
- Martin Luther King, Jr's Birthday;
- President's Day (third Monday in February);
- Memorial Day;
- Independence Day;
- Labor Day;
- Veteran's Day;
- Thanksgiving Day;
- The Friday in November immediately following the day designated as Thanksgiving Day;
- The four regularly scheduled working hours immediately preceding the day designated as Christmas Day;
- Christmas Day;
- The four regularly scheduled working hours immediately preceding the day designated as New Year's Day;
- All regular District employees have one floating holiday per calendar year. If not taken during the calendar year earned, the floating holiday will be forfeited.
- All other days as may be proclaimed by the District Board of Directors.

The District may close the office to the public between Christmas and New Year's Day. During that time, office employees can either take vacation or report to work on normal workdays, keeping doors closed to the public.

**B. Requirements:** 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. In order to receive holiday pay, the employee must work the regularly scheduled work day prior to and after the holiday unless vacation has been pre-approved. If an employee is on approved vacation when a holiday occurs, the employee will receive holiday pay in lieu of vacation for the scheduled holiday. If an employee is on sick leave that has not been preapproved by a supervisor on a day immediately before or after a holiday, the employee is not eligible for holiday pay and must use sick leave instead, unless the employee provides a signed doctor's note excusing the employee from working the day before or after the holiday. If an employee has exhausted available sick leave, then the employee will be required to use accrued paid leave or, if the employee has no paid leave available, the employee's absence will be unpaid.

**C. Holidays on Weekends:** 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.

**D. Work on Holidays:** If any employee is directed to work 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 Section 3000.

- E. Rate of Eligibility:** Employees are eligible for holiday pay based on the following formulas:

Hours Worked Per Week	Proportion of Vacation, Sick, and Holiday Benefits
21-23	57.5%
24-26	65.0%
27-29	72.5%
30-32	80.0%
33-35	87.5%
36-38	95.0%
39-40	100.0%

## 5030 - SICK LEAVE

This policy shall apply to full-time introductory and regular employees in all classifications.

- A. **Definition of Sick Leave:** Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease.
- B. **Usage:** Sick leave may be used for dental and doctor appointments, including the actual time spent at the appointment and a reasonable amount of time to travel to and from the appointment. The employee must report to work prior to the appointment and report back to work after the appointment, if reasonable. Employees are expected to schedule appointments so as to minimize the time away from and disruption to work. Sick leave may be taken in increments of one quarter of an hour.
- C. **Kin Care:** In any calendar year, an employee may use accrued sick leave, up to the amount earned during six months of employment, for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an immediate family member as defined in Section 1010 (I) (Kin Care). Employees who have accrued and maintained more than one hundred fifty (150) hours of sick leave may use an additional amount of sick leave, equivalent to the amount earned during six months of employment, for Kin Care in any calendar year. After this maximum allotment is used, employees can take accrued vacation to attend to the health needs of an immediate family member in accordance with the District's rules for scheduling and taking vacation time. The days available for Kin Care do not carry over from year to year. Kin Care is not an additional sick leave entitlement. It is a portion of existing sick leave that may be used to care for family members, in addition to the employee's qualifying health issues.
- D. **Rate of Accrual:** Employees shall earn sick leave at the rate of one (1) working day per month up to a maximum of one hundred eighty (180) working days. Employees who work overtime do not accrue any additional sick leave credit.
- E. **Requirements:** Sick leave shall not be used in lieu of or in addition to vacation leave. If an employee calls in sick the first scheduled work day before or after a holiday, the employee will not be eligible for holiday pay as further described in Section 5020.
- F. **No Borrowing or Advance Accrual:** An employee is not permitted to borrow on future accrual of sick benefits.
- G. **Unpaid Leave:** Sick leave does not accrue during any unpaid leave of absence.
- H. **Notification Requirement:** In order to receive compensation while on sick leave, the employee shall notify his/her supervisor at least ten minutes prior to the time for beginning the regular work day that illness will prevent them from coming to work.
- I. **Abuse of Sick Leave:** If an employee is absent due to illness, if the District reasonably suspects abuse of sick leave, if there is a pattern of sick leave usage, or if an employee's sick leave balances are consistently maintained at a low level

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## CHAPTER FIVE – BENEFITS

of less than twenty-four (24) hours, a doctor's note may be required. Failure to provide a doctor's note upon request may be grounds for disciplinary action and/or denial of sick leave benefits.

- J. Compensation Upon Termination:** If an employee who has more than 5 years of service with the District as a regular employee leaves the District in good standing, he/she shall be compensated for a portion of accrued sick leave not in excess of 180 days. Compensation shall be at a rate equivalent to 25% of his/her regular rate of pay.
- K. Sick Leave Incentive:** Employees who will have at least one hundred fifty (150) accrued hours of sick leave on November 30 of each calendar year can cash out up to thirty (30) hours of accrued sick leave at the employee's current hourly rate of pay. The election must be made by November 30 each year and can be made for up to a maximum of thirty (30) hours. The checks, less deductions and withholdings, will be issued in December.
- L. Not Guaranteed Benefit:** Sick leave is a benefit provided to employees for sporadic time off work in the event of true illness or need for medical care. Employees are not guaranteed the ability to take all sick leave that may accrue. If an employee is unable to perform the essential functions of his or her position, then the District may take steps to remove the employee from his or her position even if sick leave remains available. Sick leave may be donated to another employee needing additional sick leave, pursuant to Section 5040.
- M. Rate of Eligibility:** Employees are eligible for sick leave based on the following formulas:

Hours Worked Per Week	Proportion of Vacation, Sick, and Holiday Benefits
21-23	57.5%
24-26	65.0%
27-29	72.5%
30-32	80.0%
33-35	87.5%
36-38	95.0%
39-40	100.0%



## 5031 - SICK LEAVE FOR PART-TIME EMPLOYEES

- A. Coverage:** Part-time employees and other employees who are not covered by the Sick Leave benefit under 5030, above, will receive paid sick leave subject to the requirements of California's Healthy Workplaces, Healthy Families Act of 2014 (California Labor Code Sections 245 – 249, AB 1522). Any questions regarding this benefit that are not addressed in this section will be resolved by reference to the requirements of the law. The terms of this section do not apply to the benefit under 5030 and the terms under 5030 do not apply to this section.
- B. Entitlement:**
1. Beginning on the date of hire, an employee eligible for sick leave under 5031 (and not under 5030, above) shall accrue one hour of sick leave for each thirty (30) hours worked, up to 24 hours or three days per year.
  2. Unused paid sick leave is not carried over to the following year.
- C. Usage:**
1. An employee may use allotted paid sick days beginning on the 90th day of employment. Employees shall not be granted, and accordingly are not entitled, to take paid sick leave before the leave time is accrued.
  2. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for leave as soon as practicable. A request for use of paid sick leave may be oral or written.
  3. Paid sick days may be used for:
    - a. The diagnosis, care or treatment of an existing health condition or preventive care for an employee. Preventive care can include, for example, an annual physical or flu shots.
    - b. The diagnosis, care or treatment of an existing health condition or preventive care for an employee's Immediate Family member.
    - c. An employee who is a victim of domestic violence, sexual assault or stalking, for purposes as specified by law.
  4. Paid sick leave may be taken in increments of one quarter of an hour.
  5. An employee is not required to search for or find a replacement worker for the days during which an employee will use paid sick days.
  6. The use of paid sick leave is limited to 24 hours or three days per year.

**D. Separation:**

1. Accrued paid sick leave under this section is not payable upon separation from employment, regardless of the reason for separation.
2. If an employee is rehired within one year of the date of separation, previously granted and unused paid sick days shall be reinstated, as appropriate.

## 5040 - BENEFIT SHARING

The purpose of this policy is to provide a method for employees to assist a fellow employee who has exhausted his/her paid leave time due to a catastrophic illness or injury.

- A. Definition of Eligible Employee:** To be eligible for receiving a leave donation, an employee must meet all of the following criteria:
1. Have successfully completed the introductory period.
  2. Have exhausted all paid leave balances.
  3. The injury or illness must be Catastrophic (see below) and verifiable.
  4. Completed application for Catastrophic leave.
  5. Received approval from the District.
  6. Received doctor verification of illness or injury and, if leave is needed to care for a family member, the necessity of the employee providing care.
- B. Definition of Catastrophic Illness or Injury:** Catastrophic illness or injury is defined as that which is expected to incapacitate the employee for an extended period of time. Catastrophic illness or injury is further defined as a debilitating illness or injury to a member of the employee's immediate family (as defined in Section 1010 of this Handbook) that results in the employee being required to take time off from work for an extended period of time to care for the family member.
- C. Plan Administration:** The Assistant General Manager shall be responsible for the following administrative duties:
1. Review catastrophic leave applications for satisfaction of all eligibility requirements.
  2. Receive and evaluate all requests to donate leave hours.
  3. Maintain the confidentiality of employees donating hours.
  4. Monitor the number of hours donated to recipient to ensure that accrued hours do not exceed 160 hours, and to process any pending requests to donate when the accrual balance reaches 80 hours.
- D. Requesting and Processing Catastrophic Leave Applications – for Employee Requesting Leave:**
1. Employees requesting catastrophic leave must complete a Catastrophic Leave Application (Appendix "G") and submit it to the Assistant General Manager.
  2. Employees must be willing to provide a physician's statement to document the need for leave. Failure to provide this information may result in a denial of the leave application.

3. All information regarding the leave application will be kept confidential and the employee will be contacted by the Assistant General Manager when a determination has been made with regard to the application.

**E. Conditions and Procedures for Transferring Donated Leave Hours:**

1. Employees wishing to donate accrued leave to a specific employee must submit a completed Leave Transfer Request (Appendix "H") to the Assistant General Manager.
2. The minimum donation is eight (8) hours. Employees can donate sick leave, vacation, or a combination of both.
3. Any employee may donate a combined maximum of twenty-four (24) hours of sick leave and vacation during any one (1) calendar year. For purposes of calculating this maximum, all donations to all employees are aggregated together.
4. Donors of sick leave must have at balance of one hundred fifty (150) hours of accrued sick leave before donation.
5. The transfer of hours is irrevocable. Should the person receiving the transfer not use all transferred leave, any balance will remain with the recipient.
6. When the recipient has accumulated a donated leave balance of 160 hours, any additional leave transfer requests will be suspended. If more than one donation is received in one workday, leave donations will be processed in alphabetical order according to the last name of the donor. When the recipient's balance drops to 80 hours and there is evidence of the need for continued donations, pending transfers will be processed up to the 160-hour maximum balance.

## **CHAPTER SIX – FAMILY AND MEDICAL LEAVE**

### **6000 - FAMILY AND MEDICAL LEAVE**

The District provides Family and Medical Leave in accordance with state California Family Rights Act (CFRA) and federal Family and Medical Leave Act (FMLA) leave laws (the Acts). As employees of a small employer with less than 50 employees (25 for California military spouse leave, 20 for California baby bonding leave), District employees are not eligible for family and medical leaves under the Acts. However, a Family and Medical Leave benefit similar to the Acts is established below. In voluntarily adopting this benefit, the District does not intend to make itself subject to the Acts in any circumstance where the District would not otherwise be subject to either Act or to create a legally enforceable right. The Acts and their accompanying regulations will be used as a guide in administering this benefit, but shall not be binding, except as otherwise required by law. As with all benefit program, the District reserves the right to eliminate or modify this benefit at any time. California Pregnancy Disability Leave applies regardless of employer size and is separate from this benefit. California State Disability Insurance (SDI) and Paid Family Leave (PFL) are separate wage replacement benefits administered directly by the State of California and are separate from this benefit.

**A. Basis for Family and Medical Leave:** Family and Medical Leave may be taken for:

1. The birth of the employee's child, the placement of a child with the employee for adoption or foster care (sometimes called "bonding leave"),
2. For incapacity due to pregnancy, prenatal medical care or child birth (FMLA); see Section 6010 for pregnancy disability leave rights under California law,
3. To care for the employee's spouse, registered domestic partner, child or parent who has a serious health condition,
4. For a serious health condition that makes the employee unable to perform his/her job, or
5. For certain military-related reasons as further detailed below.

**B. Eligibility:** To be eligible for Family and Medical Leave, you must have at least 12 months of service with the District and must have worked at least 1,250 hours during the 12-month period preceding the date the leave is to begin.

**C. Duration:**

1. Except as provided below with respect to certain types of military-related leave, Employees may take up to a maximum of 12 workweeks of Family and Medical Leave within a 12-month period. The District uses a rolling twelve-month period to determine an employee's eligibility for leave. The 12-month period is measured backward from the date an employee uses any family leave. Under most circumstances, leave under the FMLA and CFRA equivalent benefits will run at the same time.

2. 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 0.25 of an hour.
3. 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. 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. If both parents 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.

**D. Procedures:**

1. It is employee's responsibility to contact the General Manager in writing as soon as you become aware of the need for family and medical leave.
2. 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.
3. 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:
  - a. The date of commencement of the serious health condition;
  - b. The probable duration of the condition;
  - c. That the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her position because of the employee's serious health condition.
4. At the conclusion of leave, the District will require certification by the employee's health care provider that the employee is fit to return to his/her job.
5. If the leave is needed to care for the serious health condition of a family member, the employee must provide certification from the health care provider stating:
  - a. The date of commencement of the serious health condition;
  - b. The probable duration of the condition;
  - c. 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

- d. Confirmation that the serious health condition warrants the participation of the employee.
6. If the Family and Medical Leave request is for the employee's own serious health condition and the District has reason to doubt the validity of the medical certification provided by the employee, 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.
7. For those leaves where certification is required, an employee has 15 calendar days from the District's request for certification to provide it, unless it is not practical to do so. If the employee does not provide timely certification, the District may delay approval of the leave or approval of a leave continuation until appropriate certification is received. If certification is never received, the District may decline to approve the leave under this policy.
8. Recertification may be required if the employee requests an extension beyond the original certification.

**E. Compensation and Benefits:**

1. Family and Medical Leave is unpaid. However, an employee may use accrued paid leave time in accordance with the policies contained in this Handbook. An employee taking family and medical leave due to the employee's serious health condition must substitute all accrued sick leave, unused paid vacation, and paid administrative leave, if applicable, before continuing leave on an unpaid basis. Provided, however, an employee on a California Pregnancy Disability Leave may not be required to use paid vacation or other accrued paid administrative leave. An employee taking leave for reasons other than an employee's own serious health condition must exhaust all accrued unused paid vacation and paid administrative leave before continuing leave on an unpaid basis. If not required to do so under this policy, an employee may voluntarily use paid vacation or accrued personal time off and may voluntarily use sick leave consistent with the requirements of the sick leave program. However, an employee may not use paid leave benefits to receive more in compensation, when combined with other benefits such as disability payments, than the employee would have received in base pay while working. Any family and medical leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement. Employees on leave will not continue to accrue vacation time or sick time and will not be paid for holidays during the leave, unless otherwise required by this Handbook or applicable law.

2. For any period of time that an employee is eligible for and is receiving wage replacement benefits under any type of disability benefit plan (i.e., short- or long-term disability benefits, SDI, and PFL), the employee is not required to use paid leave time. The employee may, however, supplement these wage-replacement payments with paid leave time on a pro rata basis. If an employee is either not eligible for or chooses not to receive wage replacement benefits, the employee is required to use accrued unused leave or vacation time in accordance with this Handbook.
3. An employee taking Family and Medical Leave 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. Employees must continue to pay their share of premiums, even during unpaid portion of leave. A payment schedule for employee premiums will be set up with the General Manager at the time the leave commences. 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.
4. An employee who does not return from leave will be required, except when excused by certain circumstances provided by the law, to reimburse the District for the District's share of health, vision, and dental plan premiums paid by the District while the employee was on unpaid leave.

**F. Servicemember Family and Medical Leave:** Eligible employees are entitled to "Servicemember Family and Medical Leave" in the following instances:

1. **Military-Related Leave:** Eligible employees with a spouse, child, or parent on active duty or called to active duty in the National Guard or Reserves in support of a contingency operation may take up to the normal 12 weeks of leave because of any "qualifying exigency." For purposes of this policy, "qualifying exigency" includes: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) finance and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities agreed to by the employer and the employee. This leave is available only to families of servicemembers in the National Guard or Reserves – not to families of servicemembers in the Regular Armed Forces.
2. **Military Caregiver Leave:** An eligible employee who is the spouse, son, daughter, parent, or next-of-kin of a covered servicemember (includes a current member of the Regular Armed Forces as well as the National Guard or Reserves) may take up to 26 weeks of leave within a twelve-month period to care for such a servicemember with a serious injury or illness incurred in the line of active duty. For purposes of this type of leave, the 12-month period begins on the first day the employee takes leave for this purpose and ends 12 months thereafter. This leave entitlement applies on a per-covered servicemember, per injury basis. Leave to care for an

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**CHAPTER SIX – FAMILY AND MEDICAL LEAVE**



injured or ill servicemember – when combined with other FMLA-qualifying leave – may not exceed 26 weeks in a single 12-month period.

**G. Amount of Leave:**

1. For a qualifying exigency, an employee is entitled to a maximum of 12 weeks leave (when combined with leave for any other qualifying reason) in accordance with the rolling 12-month period measured backward.
2. To care for an ill or injured servicemember, an eligible employee is entitled to a combined total of 26 weeks of leave for any FMLA-qualifying reason during the single 12-month period that starts when the leave begins. During this 12-month period, an employee is entitled to no more than 12 weeks of leave for any qualifying reason other than caring for a servicemember.

**H. Other Military Leave Entitlements:** The District also complies with any applicable leave entitlements provided by any state or local law. Where allowed, military leave under this policy runs concurrently with these other leaves.

**I. Procedures:** Please contact the General Manager as soon as you become aware of the need for any type of servicemember Family Medical Leave. Except in the case of exigency leave for short-notice deployment, the District requires certification of the need for leave and will provide an employee requesting servicemember leave with an appropriate form to complete and return.

**J. Reinstatement:**

1. 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.
2. Reinstatement may be denied to certain salaried "key" employees, as defined by the Family Medical Leave Act. Such employees will be notified of this possibility at the time the leave is requested.
3. If an employee fails to report to work promptly at the end of the leave, the District will assume that the employee has resigned.

**6010 - PREGNANCY RELATED LEAVES AND TRANSFER PRIVILEGES**

**A. Eligibility for Leave:**

1. The District provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions.
2. California pregnancy disability leave applies to public employers and employees, regardless of the number of employees. Employees are eligible upon hire.
3. Under California law, leave that results from an employee's disability for pregnancy, childbirth, or related medical conditions is not counted under California Family Rights Act (CFRA) and has its own leave entitlement. Once the pregnant employee is no longer disabled, or has exhausted leave under this policy and has given birth, she may apply for leave under the Family and Medical Leave Policy (CFRA and any remaining Family Medical Leave Act (FMLA) portion) for purposes of baby bonding.
4. Employees who are affected by pregnancy or a related medical condition are also 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. Where transfers are made based on the employee's health needs, the employee will receive the pay that accompanies the original position.

**B. Procedures for Requesting Leave:**

1. An employee should make requests for pregnancy disability leave to his/her supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.
2. A health care provider's statement must be submitted verifying the need for pregnancy disability leave and stating:
  - a. 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;
  - b. The probable duration of the period or periods of disability or the need for transfer; and
  - c. 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.
3. Re-certification may be required if the employee requests an extension beyond the original certification.
4. Deadlines and consequences for failure to provide certification are the same as provided for Family and Medical Leave.

5. Any changes in this information contained in the health care provider's statement should be promptly reported to the General Manager.

**C. Length of Leave:**

1. Pregnancy disability leave is unpaid. Full-time employees are entitled to the period of the disability, up to a maximum of four months (or 17 1/3 weeks). Part-time employees are granted unpaid leave on a pro-rata basis.
2. The pregnancy disability leave does not need to 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 leave is 0.25 of an 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.
3. An employee taking pregnancy leave must substitute all accrued sick leave before continuing on an unpaid basis. The employee may substitute all accrued paid vacation and administrative leave, if applicable, before continuing leave on an unpaid basis. Substituted paid leave time will be counted toward the 17 1/3 week entitlement. Substitution means the employee may use paid leave time concurrently with pregnancy disability leave to remain in paid status.
4. For any period of time that an employee is eligible for and is receiving wage replacement benefits under any type of disability benefit plan (i.e., short- or long-term disability benefits, SDI and PFL), the employee is not required to use any paid leave time. The employee may, however, supplement these wage-replacement payments with paid leave time on a pro rata basis. An employee may not use paid leave time to receive more in compensation, when combined with disability or other benefits, than the employee would have received in base pay had the employee continued working.

**D. Benefits During Leave:**

1. Employees on unpaid leave will not continue to accrue paid leave time and will not be paid for holidays during the leave, unless otherwise required by this Handbook or applicable law. Employees utilizing District paid leave time will accrue paid leave time in the same manner as other employees using paid leave time for purposes other than pregnancy disability leave.
2. 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 17 1/3 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The time the District maintains and contributes toward group health coverage during pregnancy disability leave is in addition to the time group health coverage participation is provided (if any) under Family and Medical Leave (Section 6000).

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**CHAPTER SIX – FAMILY AND MEDICAL LEAVE**

Employees must continue to pay their share of premiums, even during any unpaid portion of leave. A payment schedule for employee premiums will be set up with the Personnel Manager at the time the leave commences. 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 will be required, except when excused by certain circumstances provided by the law, to reimburse the District for the District's share of health, vision, and dental plan premiums paid by the District while the employee was on unpaid leave.

**E. Return to Work:**

1. So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave must provide the General Manager with at least two weeks' advance notice of the date she intends to return to work.
2. When a pregnancy disability leave ends, an employee will be reinstated 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.
3. An employee returning from pregnancy disability leave must submit a health care provider's verification of his/her fitness to return to work.
4. If an employee fails to report to work promptly at the end of the pregnancy disability leave as originally stated in the notice described in subsection E.1 above that is filed by the employee and agreed upon by the General Manager, the District will assume that the employee has resigned.

## 6020 - WORKERS' COMPENSATION

The following policies apply to any employee, compelled to be absent due to injury, illness or disability covered under Worker's Compensation Benefits, provided the District is in receipt of a certification form from a recognized medical professional confirming the necessity of the leave, within fourteen (14) days after the leave begins.

- A. Unpaid leave of absence:** Employees are allowed to take unpaid leave of absence while receiving Worker's Compensation benefits. The duration of the leave will be determined on a case by case basis, considering both the injured employee's medical condition and the District's business needs.

Subject to the terms and conditions of the insurance policies and applicable law, the District will continue to provide health insurance benefits for the minimum period authorized by the Family Medical Leave Act (generally twelve (12) weeks per twelve (12) month period), provided that the employee continues to pay his/her portion of the premium payments. The District, in its sole discretion, may extend the benefits continuation period on a case-by-case basis, considering both the District's business necessities and the likelihood and timing of the employee's return to work.

- B. Use of Sick Leave and Vacation Time:** Employees can use accrued sick leave on a prorated basis to make up the difference between compensation received by him/her as regular salary and the amount received as worker's compensation. After sick leave is exhausted, the employee may also supplement with accrued vacation or administrative leave.

Subject to the terms and conditions of applicable plans and insurance policies, the District will continue to provide health insurance benefits until the employee has exhausted all of his/her accrued sick leave, vacation leave, and administrative leave (assuming employee takes the election as provided in this Section). Thereafter, health insurance benefits will continue during the worker's compensation leave as provided in Paragraph A above.

- C. Limitation on Benefits:** Employees will not accrue vacation or sick leave benefits during the periods of absence referenced in paragraphs A and B above. Unless an employee is using accrued vacation, employees will not be paid for holidays during the periods of absence referenced in paragraphs A and B above.

- D. Return to Work:** Employees may return to work only after a recognized medical professional certifies that the employee is capable of resuming all of the duties of the employee's position. The District may, in its discretion, provide modified or light duty work, as provided in Section 6030 of this Handbook. The District will make reasonable accommodations for qualified employees with disabilities in accordance with state and federal disability laws. If the employee has been released without limitation, the employee will be offered the same position he or she held previously, unless the job no longer exists or has been filled so that the District can operate safely and efficiently or the employment relationship has otherwise been terminated for legitimate business reasons.

- E. Termination:** The District may terminate employment upon receipt of medical evidence that the employee will be permanently unable to resume his/her position, the employees' job no longer exists or has been permanently filled, the District must terminate the employment due to business necessity, or employment is otherwise terminated pursuant to District policy. In all cases, prior to termination, the District will engage in an interactive process to ascertain if a reasonable accommodation will enable the employee to return to work.

## 6030 - EARLY RETURN TO WORK

Nipomo Community Services District recognizes the need to provide temporary modified/alternative work to an employee who is unable to perform regular duties due to industrial illness or injury. In this regard, it is the District's intent, whenever possible, to implement an Early-Return-to-Work Program designed to return the injured employee to work in a physically appropriate job as soon as the treating physician deems it medically feasible.

This policy applies to all employees. Due to the limited amount of modified/alternative work available, employees are assigned on a "first-come, first-served" basis, to appropriate positions as available.

- A. Purpose:** The purpose of this program is:
1. To assist employees in the transition from disability to full recovery while continuing to be a productive part of the work force, while minimizing the deterioration of the employee's work skills, health and attitude that may result from prolonged work absence; and
  2. To provide management with a constructive program to reduce the cost of Worker's Compensation and to minimize the loss of productivity.
- B. Determination:** The General Manager or his/her designee will determine the employee's eligibility for the program, placement in modified/alternative work, record keeping, and monitoring the progress and full return to work of the employee(s) in the Early Return to Work program.
- C. Timing:** The modified/alternative work will be implemented as soon as possible so as to minimize lost time and wages. The temporary/modified/alternative work assignment is not considered to be part of the regular staffing pattern. The employee must have a medical clearance authorization slip from the attending physician specifying work restrictions and abilities.
- D. Scheduling Concerns:** An Early-Return-To-Work Program participant is encouraged to schedule physical therapy and doctor's appointments around his/her work schedules to avoid loss of earning power and to prevent disruption of business. If this cannot be arranged, appointments should be scheduled at the beginning or end of the work day. All appointments requiring time away from work must have written verification of time in and out of the facility to present to his/her supervisor.
- E. Requirement to Report Changes:** If employee's health status changes, it must be reported immediately to his/her supervisor and/or the General Manager. The employee's medical condition, including limitations and restrictions given by the treating physician, will be considered as a priority when identifying the modified/alternative work.
- F. Periodic Evaluation:** While on the temporary modified/alternative work program, an employee who has experienced an on-the-job-injury, will be evaluated every thirty (30) days and when his/her medical condition has been determined to be permanent and stationary.

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## CHAPTER SIX – FAMILY AND MEDICAL LEAVE

- G. Duration of Assignment:** A modified/alternative job offer will be made only when the work is available and of benefit to the District. The modified/alternative work, if offered, will end with the date the employee receives a regular release, and may be ended at any time by the District if there is no longer a need for modified/alternative work. Modified/alternative jobs are always temporary for a finite period of time. Each case will be assessed individually based on need. Wages and hours will not necessarily be the same as that of the regular job. If the treating physician determines that an employee is permanently prevented from returning to his/her former and available regular position, the modified/alternative work assignment will be terminated. At that point, the District will engage in an interactive process with the employee to assess whether the employee is qualified and eligible for a reasonable accommodation.



## **6040 - BEREAVEMENT LEAVE**

This policy shall apply to regular employees in all classifications.

In the event of the death of a spouse, domestic partner, parents, grandparents, child, stepchild, brother, sister, or grandchild, an employee may be granted an unpaid leave of absence not to exceed five (5) working days. The employee may use accumulated vacation time for the bereavement leave. Certification may be required by the General Manager or other responsible managing employee.

## **6050 - JURY DUTY LEAVE**

This policy shall apply to full-time introductory and regular employees in all classifications. This policy is limited to trial and inquest juries and does not apply to grand juries for which employees volunteer.

An employee summoned for jury duty will immediately notify their Supervisor(s) and/or General Manager. While serving on a jury, he/she will be given a paid leave of absence for the duration of said jury duty at his/her regular pay rate. Said paid leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday (if the employee is dismissed prior to the conclusion of his or her normal workday at the District). It is also conditional upon the employee providing the District with any compensation received.

While serving on jury duty, employee shall request proof of jury duty service and attach it to his or her time card.

The District provides unpaid time off and unpaid leaves of absence for jury duty service not covered by this policy, as required by law. Employees participating in jury duty service not covered by this policy are required to use accrued paid leave before taking any unpaid time off or unpaid leaves of absence.

## **6051 - RESPONDING TO SUBPOENAS**

Employees responding to subpoenas for District-related business shall be paid their regular rate of pay for all work hours required to respond to the subpoena in accordance with the law.

The District provides unpaid time off and unpaid leaves of absence for responding to subpoenas issued for non-District related business, as required by law. In such situations, employees are required to use accrued paid leave before taking any unpaid time off or unpaid leaves of absence.

## 6060 - VOLUNTARY LEAVE OF ABSENCE WITHOUT PAY

An employee may request a leave of absence without pay for a period of up to 30 days. The General Manager will consider the request in light of all relevant factors, including the reasons for the leave, the District's staffing needs, and workload considerations. The following requirements will apply:

- A. Usage of Vacation:** Voluntary leaves of absence may be taken in conjunction with, and at the conclusion of, an authorized use of vacation. Voluntary leaves of absence without pay will only be authorized once all available vacation time has been used by the employee. During any unpaid portion of the leave of absence, the employee will not accrue any further paid time off (sick leave, vacation, holiday, or administrative leave).
- B. Limited Job Guarantee:** 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 approved leave period.
- C. Continuation of Benefits:** Medical and other insurance benefits will continue during any period of unpaid leave of absence provided that such continuation coverage is allowed under the terms of the particular insurance plans.

## 6070 - OTHER LEAVES

The District provides all eligible employees with other leaves of absence as required by applicable law, including (but not limited to) the following:

- A. **Voting Time:** If an employee's work schedule would prevent him or her from voting on Election Day, the District will give up to two (2) hours off to vote. The employee must give the supervisor at least two (2) days advance notice of the time needed to vote. The employee may be required to take the voting time at the beginning or end of his or her work shift and may be required to present a voter's receipt to confirm that s/he has voted.
- B. **Military Service:** The District will provide an unpaid leave of absence to accommodate service in the Armed Forces, military reserves, and National Guard as required by federal and state law. The length of the military leave will be determined in accordance with applicable law. Military leave is unpaid, except where otherwise required by law. Benefits will continue on the same basis as for other leaves of absence. An employee must provide the General Manager with advance notice of the need for military leave, unless prevented from doing so by military necessity or if providing advance notice would be impossible or unreasonable.

Within the timeframes provided by law, an employee taking a military leave must provide the General Manager notice of his or her intent to return to work after serving in the uniformed services in order to be eligible for reinstatement. The District will reinstate the employee in accordance with applicable law. The District reserves the right to deny reinstatement when:

1. Circumstances have so changed as to make the re-employment impossible or unreasonable;
2. The employment prior to the military leave was for a brief, nonrecurring project or period of time with no reasonable expectation that the employment would continue indefinitely or for a significant period (however, this exception does not apply to recurrent part-time or seasonal work); or
3. In other circumstances allowed by law.

Employees returning from military leave are entitled to all the rights and benefits they would have had if they had remained continuously employed.

- C. **Spousal Military Leave:** Spousal Military Leave under Labor Code Section 395.10 only applies to public employers with 25 or more employees. As a small employer, it does not apply to the District, but the District has voluntarily established the following alternative benefit. Employees who work twenty (20) hours or more per week may obtain up to ten (10) days of unpaid leave if they have a spouse or registered domestic partner on leave from active duty in the United States Armed Forces, Army Reserves, or the National Guard, in an area of military conflict. The employee must provide notice of his or her intent to take time off within two business days of receiving official notice that his or her spouse or registered domestic partner will be on leave from deployment. The employee must

also provide written documentation certifying that the qualified member will be on leave from deployment.

- D. School Visits:** School Visit Leave under Labor Code Section 230.8 only applies to employers with 25 or more employees. As a small public employer, it does not apply to the District, but the District has voluntarily established the following alternative benefit. If an employee is a parent, guardian, or grandparent with custody of one or more children in a licensed child day care facility, kindergarten or grades 1 to 12, s/he may take time off from work, up to forty (40) hours per school year, to visit the child's school or licensed child day care facility. As with other requests for time off, time off for school visits should be requested in advance. Employees must use accrued vacation for any visit, prior to taking any time off without pay. The District reserves the right to require appropriate documentation from the school verifying the date and time of the visit.
- E. Suspension from School:** With reasonable notice to the District, and upon request by the applicable school, employees who are the parent or guardian of a student who has been suspended may take time off from work to appear at the student's school. Employees must use accrued vacation for any visit, prior to taking any time off without pay. The District reserves the right to require appropriate documentation from the school verifying the date and time of the visit.
- F. Emergency Duty:** Employees may take time off without pay to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue work.
- G. Domestic Violence:** Employees who are the victims of domestic violence, sexual assault, or stalking may take time off without pay in accordance with California law to obtain any relief (e.g., a temporary restraining order) to help ensure the health, safety, or welfare of the employee or his or her child, and participate in proceedings as a victim of a crime (e.g. as a subpoenaed witness).
- H. Bone Marrow and Organ Donation:** Employees may take up to thirty (30) days paid leave for organ donation and up to five (5) days paid leave for bone marrow donation, as long as the employee seeking leave provides written verification that he or she is a donor and that there is a medical necessity for the donation. The District requests that the employee taking leave provide as much advance notice as reasonably practicable. Employees taking leave for organ donation must use two weeks accrued sick leave or vacation (if available) before receiving the 30 days paid leave. Employees taking leave for bone marrow donation must take five (5) days accrued sick leave or vacation (if available) before receiving the 5 days paid leave. Employees on bone marrow/organ donation leave will continue to accrue and receive all benefits of employment as if they were actively at work. Leave can be taken intermittently, up to the maximum of 30 days/5 days within a 12 month period immediately preceding the first day of leave. At the conclusion of leave, the employee will be reinstated to the position the employee held when the leave began or to an equivalent position.

## **CHAPTER SEVEN – WORKPLACE CONDUCT AND PERFORMANCE/DISCIPLINE**

### **7000 - ATTENDANCE AND PUNCTUALITY**

Employee dependability and regular attendance during assigned working hours are essential functions of each employee's job and are critical to the smooth operation of the District. Each employee must be prompt in attendance on assigned work days. If you find that you must be out or late, due to illness or other compelling personal matter, you must notify your immediate supervisor prior to your scheduled start time consistent with Section 3020.

If you fail to report for work or make proper notification of your absence, you will be subject to discipline, up to and including termination of employment.

## **7010 - DRESS AND GROOMING STANDARDS**

The District is a public agency providing critical water and wastewater services. Employees provide critical public services and interact directly with customers at homes and places of business. All employees are expected to present a professional appearance in order to promote a competent image. The general public frequently forms its initial impression of professional credibility solely on employee appearance. The appropriateness of attire and personal grooming as seen by the general public has a bearing on how customers and others view the District as a whole.

This policy applies to all employees, regardless of classification. An employee's religious beliefs or medical conditions, as defined by applicable law, that require deviation from the standards set forth herein will be considered on an individual basis. This policy is intended to provide guidelines on apparel and appearance and is not meant to address all situations. There may be slight differences for specific work assignments, depending on the nature of the work environment, nature of the work performed, involvement with the public, required uniforms, or other circumstances as defined by the General Manager or designated management personnel.

### **A. Clothing:**

1. Employees who wear uniforms are expected to be dressed and ready for duty on time in the assigned uniform. Uniforms are expected to be clean, pressed at the start of the workday, and worn properly with the shirt neatly tucked inside pants.
2. Employees who are not required to wear uniforms are expected to wear clean, pressed and properly fitting business clothing appropriate to the position held. For field employees, loose clothing can be a safety hazard and should be avoided. Acceptable attire includes suits, dresses, skirts, suits, or slacks/trousers worn with collared shirts, dress shirts, blouses, District polo shirts, sweaters, and/or jackets. The length of dresses or skirts should be no shorter than mid-thigh when seated.
3. Except as noted herein and issued by District or approved by the General Manager or designated management personnel, employees may not wear the following:
  - a. Overalls or coveralls.
  - b. Shorts of any type, including "skorts," or other clothing that look like shorts.
  - c. Tee shirts, jerseys, jackets or hats with messages or graphics, including logos related to team sports.
  - d. Gym attire, sweats, workout wear, or spandex pants or leggings.
  - e. Shirts or dresses with spaghetti straps, unless covered by a jacket, blouse, or other outer garment.
  - f. Halter Tops, tube-type shirts, or see-through or fishnet tops.



- g. Low-front or low-back attire.
- h. Excessively tight fitting or revealing clothing and/or oversized (baggy) garments.

This list is an example only and may not include all items deemed inappropriate.

**B. Footwear and Accessories:**

- 1. All footwear is expected to be appropriate to the employee's position. Shoes are to be neat, clean and in good repair. Heels should not be more than four inches high, and should be secured to the foot in both the front and back. Sandals of any material which are commonly referred to as "flip-flops" or "thongs" are prohibited for all employees.
- 2. Footwear shall be worn at all times.
- 3. No bandanas, caps or hats are allowed except those issued by Nipomo Community Services District.

**C. Body Art:** For purposes of this policy, body art is considered to include, but is not limited to, tattoos, scarification and branding.

**1. Definitions:**

- a. Tattoo – The act or practice of marking the skin with indelible designs, forms, figures, art, etc. by making punctures in the skin and inserting pigment.
  - b. Scarification – The act of intentional cutting of the skin for the purpose of creating a design, form or figure.
  - c. Branding – The act of intentional burning of the skin for the purpose of creating a design, form or figure.
- 2. Body art shall not be displayed by District personnel while on duty.
  - 3. Body art must be completely covered by District uniform or District approved business attire. Any body art that is not covered in this manner must be completely covered with a skin patch while on duty. A skin patch is any patch or bandage of a neutral tone such as an Ace bandage or band-aid.
  - 4. Any body art is prohibited to the extent it is not covered by District uniform or District approved business attire and cannot be covered by a skin patch in a manner that will not distract employees or the public or detract from the District's professional image.
  - 5. Any body art that did not exist as of May 28, 2014, is prohibited to the extent that it is not covered by District uniform or District approved business attire. Employees who violate this prohibition will be required to have the body art

removed at his/her own expense and/or be subject to discipline up to and including termination. This prohibition is intended to protect the safety and well-being of the employees by eliminating the need for use of skin patch(es) under conditions of extreme heat and duress, and to maintain public confidence which could be eroded by concerns that may be created by the observance of skin patch(es).

6. **Exceptions:** District personnel may be granted a one-time exemption by the General Manager for body art already in existence as of May 28, 2014. This exemption applies only to District personnel already employed with the District on or before the date of this policy.

Employees requesting this exemption must submit their request in writing to the General Manager with photographs documenting the body art for which they are requesting exemption. A decision will be rendered granting or denying the exemption within thirty (30) calendar days from receipt of the request by the General Manager. The final authority for granting any exemption will rest with the General Manager.

**D. Piercing and Jewelry:**

1. Definition – Piercing – the act of creating a hole in any part of the body for the purpose of creating a design, form or figure.
2. All facial piercings such as nose piercing, tongue piercing, eyebrow piercing, lip piercing, multiple ear piercing (3 or more in each ear), or any other facial piercing jewelry is prohibited, as these are distracting.
3. Plug earrings (earrings designed to stretch one’s earlobes by enlarging the piercing) are not permitted.
4. All jewelry worn by employees must be appropriate so that it does not represent a safety hazard or detract from a professional appearance.

**E. Grooming and Personal Hygiene:**

1. Employees are expected to maintain appropriate and professional hairstyles. Hair, beards, sideburns, mustaches must be clean and neatly groomed. If facial hair conflicts with proper usage of personal protective safety equipment, then the employee may be asked to take appropriate steps. Hair must be property restrained for its length and job assignment. Hair coloring should be within the range of natural hair colors.
2. Personal hygiene is essential. Therefore, it is necessary that all employees maintain a clean, presentable appearance. Personal hygiene includes a regular bath or shower, use of deodorant, and appropriate oral hygiene.
3. Strong odors caused by lack of bathing, perfumes, colognes, scented hair sprays, and aftershave lotions can be offensive or harmful to other employees. Employees shall avoid the creation of strong odors.

**F. Responsibilities and Procedures:**

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**CHAPTER SEVEN – WORKPLACE CONDUCT AND PERFORMANCE/DISCIPLINE**

1. Supervisors are responsible for explaining and enforcing this Dress and Grooming Standards Policy. Employees who report to duty and are non-compliant with this policy may be sent home to change without compensation. Failure to comply with, and repeated violations of this policy will be cause for disciplinary action up to and including dismissal.
2. Consistent with this policy, exceptions can be made on an individual basis by the General Manager or his/her designee to accommodate special circumstances such as special events, and clean-up days.
3. Issues or disagreements arising out of the enforcement of this Dress and Grooming Standards Policy shall be reviewed by the General Manager.
4. This policy will be applied in a manner that does not unlawfully discriminate on the basis of sex, gender, gender identity, or gender expression. The General Manager will also provide reasonable accommodation within the requirements of the law.

## 7020 - PERFORMANCE EVALUATION

This policy shall apply to all regular, introductory, and part-time employees.

- A. Periodic Reviews:** The responsible managing employee shall conduct a scheduled performance review of each employee at least annually and prior to the date upon which an employee is eligible for increases in compensation based on merit (See Section 3000). Introductory employees and employees who have been promoted will be reviewed every six (6) months of employment in the new position until completion of the introductory period. Even a positive review, however, will not change the nature of employment while an employee is serving an introductory period.
- B. Format and Content:** Performance evaluations shall be in writing on forms prescribed by the General Manager or other responsible managing employee. The written evaluation will be presented to and discussed with the employee by the evaluator and employee's manager (when the manager is not the evaluator). 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, Meets Expectations, Exceeds Expectations, or Outstanding. An example of the Performance Evaluation Form is located in Appendix "E," which may be altered at the discretion of the General Manager.
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 may improve with additional training, experience, and/or effort.
  3. Meets Expectations work performance rated employee consistently achieves the high competent level required of a worker in that job.
  4. Exceeds Expectations work performance is above the expected high level of a competent worker a majority of the time.
  5. Outstanding work performance is consistently and distinctly 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. Signature:** The performance evaluation shall be signed by the evaluator (typically the employee's immediate supervisor), and the employee's manager (if the manager is not the evaluator). The evaluation shall be reviewed by the General Manager.
- D. Unscheduled Evaluations:** Unscheduled performance evaluations may be made at the discretion of the General Manager or other responsible managing employee or his/her designated representative.

## 7030 - SAFETY AND WORKPLACE INJURIES

The District is committed to providing a safe workplace for all employees. The District has separately adopted a Safety Manual and Injury and Illness Prevention Plan (IIPP), which is applicable and provided to all employees. Violation of safety policies is grounds for termination. In addition to policies contained in the Safety Manual, the District adheres to the following safety requirements:

- A. Smoking in the Workplace:** Smoking, including vaping, e-cigarettes, and the use of smokeless tobacco products, is not permitted in the District office or other District workspaces, worksites, District buildings, or while in or operating District vehicles or equipment.
- B. Accident Reporting:** All on-the-job injuries shall be reported to the employee's immediate Supervisor, no matter how minor. The Supervisor shall make an immediate report to the Safety Officer and Assistant General Manager where appropriate documentation shall be made. All minor injuries should be treated with first aid as soon as possible, then a "first aid" report should be completed and turned in to the Safety Officer.
- C. Injury Accident and Damage Report:** In addition to immediately reporting on-the-job injuries to the Supervisor, 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, it shall be turned in to the General Manager and Safety Officer. The Accident Report Non-Vehicular is located at Appendix "K" and the Accident Report, Vehicular and Moving Equipment, is located at Appendix "L." In addition, in the event of an accident involving a District vehicle, the employee must adhere to the following procedure:
  - 1. Notify the police and their supervisor.
  - 2. Obtain the names and addresses of:
    - a. Owner of other vehicle(s)
    - b. Insurance Carrier of the other driver(s)
    - c. Witnesses
    - d. Injured person(s)
    - e. Other driver(s), including the number of and state issuing the driver's license.
  - 3. Note these items:
    - a. Speed of each vehicle with its direction of travel

- b. Signal given by each driver, if any
  - c. Point and time of accident
  - d. Any mechanical aspect of the other vehicle, which may have caused the accident (e.g., no brake lights, etc.)
4. Promptly report to their supervisor any damage done to a customer, the public, the District, an employee, or their property.

## 7040 - HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION POLICY

- A. Purpose:** All employees, applicants, interns, volunteers, and independent contractors (“workers”) working for the District are to be treated with respect and dignity. The District is committed to providing an atmosphere free of unlawful harassment and discrimination based on such factors as race, color, religion, creed, national origin or ancestry, physical or mental disability, medical condition, genetic information, pregnancy, childbirth, breastfeeding or related medical conditions, marital status, gender identity, gender expression, sex, age, sexual orientation, military and veteran status, or any other characteristic protected by law. The District also prohibits retaliation against individuals for participation in protected activity, as provided under this policy.

Harassment and discrimination are against the law, and they are demeaning and harmful to both the victim and the District. Under some circumstances, supervisors and co-workers may be personally liable for harassment. The District will not tolerate harassment of, or discrimination against, its workers by managers, supervisors, co-workers, Board members, or anyone conducting District business. Similarly, the District will not tolerate harassment of its workers by others with whom the District has a business, service, or professional relationship (including members of the public).

This Policy does not restrict nor inhibit any supervisor from their responsibility or in their ability to direct, critique, and discipline employees in a non-discriminatory manner.

Failure to follow this Policy may result in disciplinary action, up to and including termination of employment. Appropriate action may also be taken with regard to interns, volunteers, and independent contractors, based on the nature of the relationship, including ending the relationship with the District. The District will address unlawful discrimination, harassment, and retaliation by vendors and visitors at its sites or associated with its work and will seek to protect employees, interns, volunteers, and independent contractors from prohibited activity.

- B. Harassment Prohibited:** Harassment includes conduct that has the purpose or effect of unreasonably interfering with an individual’s work performance; creating an intimidating, hostile, threatening or offensive working environment; or unreasonably interfere with the employee’s performance, evaluation, assigned duties or any other condition of employment or career development. Harassment can be based on membership in any protected category, not just sexual harassment. This Policy prohibits harassment in any form, including:
1. Oral or Written harassment such as epithets, jokes, derogatory comments or slurs based on the individual’s membership or perceived membership in a protected category or association with an individual in a protected category (as listed in sub-section A, above);
  2. Physical harassment such as assault, touching, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual based on one of the protected categories; and

3. Visual harassment such as derogatory posters, cartoons or drawings, based on one of the protected categories above.
4. Sexual harassment includes, any unsolicited, offensive or unwelcome sexual advances, requests for sexual favors, and other oral or written, visual, or physical conduct of a sexual nature which occurs under any of the following circumstances:
  - a. Submission to such conduct is made either expressly or by implication of a term or condition of an individual's employment;
  - b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
  - c. This policy may be violated where a reasonable person subjected to the discriminatory conduct would find that the harassment altered the working conditions in a manner to made it more difficult to do the job. A single incident may be enough to constitute a violation and stray remarks can be considered evidence of harassment. The District reserves the right to act before conduct reaches the threshold of legally actionable harassment.
  - d. Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations.
  - e. Sexual harassment also includes gender-based harassment by a person of the same gender. Sexual harassment need not be motivated by sexual desire. Sexual harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, harassment by a local agency official, harassment by a subordinate, or harassment by third parties doing business with or for the District. It is also prohibited when involving workers who are not employees, such as volunteers, interns, and independent contractors. Finally, the District will act within legal constraints to protect employees where visitors are alleged to be involved.

**C. Retaliation Prohibited:** Retaliation against an employee for reporting unlawful, discrimination, harassment, and/or retaliation, including violations of this Policy or for participating in the investigation of a harassment, discrimination, or retaliation complaint (including any proceeding or hearing) is strictly prohibited.

**D. Procedures regarding all complaints of discrimination or harassment including retaliation:**

**Employee Responsibility:**



1. It is important that employees inform the District as soon as possible about any prohibited harassment because nothing can be done to remedy the situation if the District does not know that it exists.
2. Any individual who feels comfortable doing so should let a fellow employee know when that employee's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this Policy. However, individuals are not required to handle these situations on their own. If an individual is not comfortable handling a situation directly with another employee, the individual should immediately report the conduct to one of the persons referenced below.
3. Any individual who believes that they have been or are being harassed in violation of this Policy shall report this violation to his or her supervisor, the General Manager, or any District supervisor with whom the individual feels comfortable speaking. An individual is never required to report harassment to a party believed to be involved in the harassment and can always make the report to another supervisor or the General Manager.
4. Any individual who is aware or suspects that another person has been harassed in violation of this Policy shall report this violation to his or her supervisor, the General Manager, or any District supervisor with whom the individual feels comfortable speaking.
5. Reports regarding discrimination, retaliation, or any other violation of this policy are made in the same manner as reports of harassment, as described above. All individuals covered by this policy may make reports under this procedure, including employees, applicants, unpaid interns or volunteers, or persons providing services pursuant to a contract in the workplace.

**Supervisor Responsibility:**

1. Each supervisor has the responsibility of maintaining a work environment free of unlawful discrimination and harassment. This responsibility includes being available to discuss this Policy with the workers that they supervise and to assure the workers that they are not required to endure any form of prohibited discrimination, harassment, or retaliation. If someone reports a discrimination, harassment, or retaliation allegation to a supervisor or a supervisor has reason to believe such conduct may have occurred, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) and immediately reporting the conduct or allegation of harassment to the General Manager. If the General Manager is alleged to be involved, the report is made to the President of the Board of Directors. If the President is unavailable, the report may be made to the Vice President.
2. Any supervisor who fails to take appropriate action to report or address harassment, discrimination or retaliation issues can and will be disciplined by the District.

**E. Investigation:**

1. **Process:** The District will investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge where appropriate. Interim measures may be implemented during the investigation, as warranted. Written reports with a specific description of the incident(s), names of those involved or witnessing, dates and times and other detailed information provide the best opportunity for investigation. However, oral and anonymous complaints are also accepted and will be investigated in the manner the available information allows. The District's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties involved. However, the District cannot guarantee absolute confidentiality because of the need to reveal information in the course of the investigation and as required by due process in the event of employee discipline. The General Manager is responsible for directing an investigation into such allegations, assuring a fair, complete and timely process and for implementing appropriate remedial action, where warranted. In the event the General Manager is alleged to be involved and the report is made to the President of the Board of Directors (or the Vice President if the President is unavailable), the President will designate an individual to fulfill the responsibility of the General Manager in directing the investigation process. This same investigation process applies to complaints of discrimination and retaliation.
2. **Resolution:** After investigation, the District will communicate the confidential findings (i.e., "sustained" or "not sustained") to the complainant, the alleged harasser, and members of management with a legitimate need to know. The investigation report, notes and other written materials from the investigation are confidential documents, consistent with the District's commitment to maintain confidentiality and privacy to the extent possible. Individuals do not have a right to copies, except as may be required in further proceedings, such as discipline.
3. **Appropriate action:** If there is a finding that harassment in violation of this Policy has occurred, the District will take appropriate and immediate action to end any harassment and prevent its recurrence. This may include imposing discipline. The District may also implement remedial action, where appropriate. Specific action taken will depend upon the specific circumstances.

**F. Further Information:** Employees are urged to contact the General Manager if they have any questions or concerns about this Policy.

In addition to this Policy, the State of California Department of Fair Employment and Housing ("DFEH") provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks he or she has been harassed, discriminated against, or that he or she has been retaliated against for complaining, that person may file a complaint or obtain additional information from DFEH at 1-800-884-1684 or <http://www.dfeh.ca.gov>.



## 7050 - WORKPLACE VIOLENCE

- A. **No Violation Tolerated:** The safety and security of employees and customers are very important to the District. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or the District's ability to execute its daily business will not be tolerated. If the source of such inappropriate behavior is a member of the public, the response may include barring the person(s) from District property or termination of business relationships with that individual.
- B. **Prohibited Conduct:** Any person who makes threats, exhibits threatening behavior, or engages in violent acts on District property or toward other District employees may be removed from the premises pending the outcome of an investigation. Threats, threatening behavior or other acts of violence by District employees off District property, but directed at District employees, District Board members or the public is a violation of this policy even if the employee is not on duty at the time. Off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, or any other communication medium. Off-duty or off-premises conduct must be job related or otherwise affect an employee's terms of employment to be prohibited conduct under this policy.
- C. **Disciplinary Action:** Violations of this policy will lead to disciplinary action, up to and including termination. In addition, the District will also refer the matter to the appropriate law enforcement authorities. . The District reserves the right to take action with regard to conduct before it escalates to formal threats and actual violence.
- D. **Notification:** Employees are responsible for notifying the General Manager or any other Supervisor of any threats which they have witnessed, received, or have been told that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on District property or in connection with employment.
- E. **Restraining Order:** Each employee who receives a protective or restraining order which lists District premises as a protected area is required to provide the General Manager with a copy of such order.

## **7060 - DRUGFREE WORKPLACE AND TESTING**

The District maintains a workplace free of drugs and alcohol and discourages drug and alcohol abuse by its employees. The District has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and success at the District. Employees who are under the influence of a drug or alcohol on the job compromise the District's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including excessive absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, delays in the completion of jobs, and inferior quality in products or service.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the District has established a policy concerning the use of alcohol and drugs and, in some circumstances, will conduct drug testing of current employees who occupy safety sensitive positions. As a condition of continued employment with the District, each employee must abide by this policy. All employees are expected to read and abide by this policy in the course of their employment with the District. It is the District's intent to promote a safe, healthy, and productive work environment for our employees. The District recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions. The District also recognizes that employees who work while impaired endanger the health and safety of their co-workers, District residents, and members of the public. It is the objective of the District to have a workforce that is free from the influence of illegal substances and alcohol during work hours (including employees on stand-by duty) and at all times on the premises of the District.

**A. Purpose of this Policy:** The purposes of this policy are:

1. to establish and maintain a safe, healthy working environment for all employees;
2. to ensure the safety and health of all District employees, customers, and members of the public with whom District employees interact;
3. to ensure the sound reputation of the District and its employees within the community and industry;
4. to reduce the number of injuries to persons or property; and
5. to reduce absenteeism and tardiness and to improve productivity.

**B. Testing/Policy Requirements:** As an employee of the District, you will be required to submit to alcohol/drug testing in accordance with the terms of this policy. The following rules represent the District's policy concerning substance abuse, effective immediately.

1. The unlawful possession, manufacture, distribution, dispensation, or use of any illegal substance is inconsistent with the District's objective of operating in a safe and efficient manner and is strictly prohibited. Accordingly, no employee shall engage in the unlawful possession, manufacture,

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distribution, dispensation, or use of any illegal substance during working hours (including employees on stand-by duty) or at any time on the premises of the District. No employee shall report to work or continue to work while under the influence of any drug whose manufacture, sale, dispensation, distribution, use or possession is unlawful. Similarly, no employee shall use or have in his or her possession on the premises of the District any prescription medication other than medications currently prescribed by a physician for the employee.

2. Employees taking physician-prescribed medications which impair their job performance should not report to work. An employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.
3. The use of alcoholic beverages by employees engaged in the operation or maintenance of the District's equipment and/or facilities is inconsistent with the objective of operating in a safe and efficient manner. Accordingly, no employee shall use or possess alcoholic beverages on the District's premises or during working hours (including employees on stand-by duty). No employee shall report to work or continue to work under the influence of alcoholic beverages. No alcoholic beverages shall be served at any District function without prior written authorization of the General Manager.
4. Lockers, desks, and storage areas are the property of the District and must be maintained according to the District's standards. All such areas must be kept clean and are to be used only for work-related purposes. The District reserves the right, at all times and without further notice, to conduct searches and inspections of any or all employee lockers and other District property for the purposes of determining if this Policy has been violated.

All vehicles and containers, including bags, boxes, purses, lunch pails, brought onto the District's premises, are subject to inspection at any time an authorized representative of the District has a reasonable suspicion that a District rule, policy, or regulation has been violated and such an inspection is reasonably necessary in the investigation of such violation(s).

Inspections will be conducted, to the extent reasonably possible, in a manner designed to preserve the dignity of the employee. An employee who refuses to consent to such an inspection may be subject to disciplinary action up to and including termination.

5. As a condition of continued employment, employees must abide by this and all other policies in this Handbook. As a further condition of continued employment, any employee who is convicted of a violation of any criminal drug statute related to the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances in the workplace must inform the District no later than five (5) days after such conviction (this requirement does not apply to convictions of misdemeanor marijuana offenses). Any employee who is so convicted shall be subject to disciplinary action, up to

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and including but not limited to termination of employment. The District in its sole discretion may require an employee who is convicted of any offense set forth above to satisfactorily participate and complete a drug use/abuse assistance or rehabilitation program as a condition of continued employment with the District.

**C. Authorized and Unauthorized Conduct:** District adheres to the following:

1. **Customary Use of Over-the-Counter Drugs:** Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy.
2. **Off-the-Job Conduct:** This policy is not intended to regulate off-the-job conduct, so long as the employee's off-the-job use of alcohol or legal drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this policy. If an employee is in a designated safety-sensitive position, he or she will be subject to drug testing as described below.
3. **Marijuana:** With the differences between federal and California law regarding marijuana, there may be some confusion. Marijuana remains illegal under federal law and is a prohibited substance under drug testing that is conducted under federal requirements. Consistent with federal law and the provisions of the California Adult Use of Marijuana Act, Proposition 64, the District does not permit the use, consumption, possession, transfer, display, sale, or growth of marijuana on District owned or controlled property (including but not limited to buildings, parking lots, parks and recreation facilities) or during District sanctioned, permitted or sponsored activities or events, regardless of the location. This is true even if the use of marijuana is for medical purposes authorized and permitted under the California Compassionate Use Act, Proposition 215. Employees are also prohibited from having any measurable amount of marijuana (including THC and metabolites) in their system while on duty, subject to minimum cutoff levels published by the Substance Abuse and Mental Health Services Administration in the Mandatory Guidelines for Federal Workplace Testing Programs or any successor standard, as determined by the District.

**D. Drug Testing:** The District will conduct drug testing under the following circumstances:

1. **Pre-employment:** All initial offers of employment for safety sensitive positions with the District will be made contingent upon satisfactory completion by the applicant of a pre-employment drug and alcohol screen (bodily fluid testing). Positive test results shall not bar reapplication at a later time.

If an employee refuses or fails to cooperate with the administration of the drug and alcohol test, the refusal will be handled in the same manner as a positive test result.

2. **For cause testing:** If the District has a reasonable suspicion that an employee is (1) intoxicated or under the influence of drugs or alcohol, or (2) has used drugs or alcohol on the District's premises or during working time, the employee may be directed to undergo drug and/or alcohol testing at an independent licensed laboratory to determine whether a violation of this policy has occurred. "Reasonable suspicion" includes: a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other reliable surrounding circumstances. "Reasonable suspicion" may be based upon: evidence of illegal substances or alcohol on or about the employee's person or in the employee's immediate vicinity; a pattern of unusual conduct or erratic behavior on the employee's part that suggests impairment or influence of illegal substances or alcohol; any physical circumstances that suggest impairment or influence of illegal substances or alcohol; arrest or conviction of a drug-related offense or the identification of the employee as the focus of a criminal investigation involving illegal substances; information provided by a reliable and credible source that the employee is under the influence of illegal substance or alcohol; evidence that the employee has tampered with a previous drug test.

If an employee refuses or fails to cooperate with the administration of the drug and alcohol test, the refusal will be handled in the same manner as a positive test result.

3. **Post-accident:** Any employee involved in an on-the-job accident or injury resulting in personal injury or property damage exceeding \$1,000 may be required to submit to an alcohol/drug test. "Involved in an on-the-job accident or injury" means not only the one who was injured, but also any employee who potentially contributed to the accident or injury in any way. The property damage threshold of \$1,000 is based on a reasonable estimate of the General Manager or designate made at the time of the accident and may be based on his or her general understanding of repair costs.

If an employee refuses or fails to cooperate with the administration of the drug and alcohol test, the refusal will be handled in the same manner as a positive test result.

- E. **Manner of Testing:** The District will refer the applicant or employee to an independent, Substance Abuse and Mental Health Services Administration (SAMHSA)-certified medical clinic or laboratory, which will administer the test. The District will pay the cost of the test. When an employee is directed to undergo drug/alcohol testing because the District possesses reasonable suspicion that the employee is intoxicated or under the influence of drugs or alcohol, the employee



shall be transported to the laboratory by a designated District employee or designated transportation provider. The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that he or she has taken that may affect the outcome of the test. All drug testing will be performed by urinalysis. Initial screening will be done by EMIT II. Positive results will be confirmed by gas chromatography/mass spectrometry.

The clinic or laboratory will inform the District as to whether the applicant passed or failed the drug test. If an employee fails the test, he or she will be considered to be in violation of this policy and will be subject to discipline accordingly.

Refusal to cooperate fully in drug and/or alcohol testing procedures under the circumstances described above may constitute insubordination and may result in disciplinary action, up to and including termination.

If the District directs an employee to undergo drug or alcohol testing based upon a reasonable suspicion, the employee will be placed on paid administrative leave from the time of the initial testing until test results are received and reviewed by the District.

Any positive test results shall be confirmed by a gas chromatography-mass spectrometry (GC-MS) test. If the GC-MS test results are positive, the employee may designate a qualified testing laboratory whose work product is of a quality acceptable to the District to test the original bodily fluid sample independently at the employee's expense. The District will arrange delivery of the sample to said laboratory.

Any employee whose test results are positive for the presence of any of the tested substances will be given a reasonable opportunity to explain or present exculpatory evidence before any permanent disciplinary action, up to and including termination, is taken.

- F. Counseling/Employee Assistance:** Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged voluntarily to seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the General Manager, who will determine whether the District can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of this policy, particularly if discipline is imposed for a violation occurring before the employee seeks assistance.
- G. Accommodations:** Nothing in this policy is intended to diminish the District's commitment to employ and reasonably accommodate qualified disabled individuals. The District will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability and who, because of their appropriate use of such drugs, cannot perform the essential functions of their positions without reasonable accommodation. In addition, the District will provide an unpaid leave of absence to eligible employees who wish to seek

treatment for drug and alcohol dependency. To this end, employees desiring such assistance should request a treatment or rehabilitation leave. The District is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of current drug or alcohol use, nor is the District obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Nor is the District obligated to accommodate current usage of illegal drugs or alcohol.

Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the District's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency. The District abides by all applicable laws and regulations regarding providing leaves of absence to employees who are addicted to drugs.

Violation of the above rules and standards of conduct will not be tolerated. An employee who violates this policy is subject to discipline, up to and including immediate termination, even for a first violation. Where appropriate, the District also may bring the matter to the attention of appropriate law enforcement authorities.

## **7070 - JOB ABANDONMENT**

Voluntary absence from work without written permission is grounds for termination.

Voluntary absence from work without written permission for three (3) consecutive working days shall be considered an automatic resignation, and the District will separate the employee from service.

## **7080 - OPEN DOOR POLICY**

The District adheres to an open door policy and encourages all employees to share opinions, ideas, and thoughts about general operations, especially relating to improving efficiency, increasing productivity, devising innovative solutions, and achieving desired results. The open door policy is intended to encourage personnel at all levels of the District to express their opinions and ideas about any general item. The open door policy allows management to understand details about the District's operations and creative suggestions for improvement.

## **7090 - EMPLOYEE INCENTIVE PROGRAM**

The District recognizes that its employees are a tremendous resource and have tremendous collective knowledge and experience. In order to encourage the free exchange of ideas and generate creative approaches, the District abides by an employee incentive program. If an employee (or group of employees) makes a suggestion that directly results in the implementation of a change in approach that results in a significant net savings to the District, the District will consider whether to award a financial incentive to the employee. Rewards will only be considered for suggestions made after implementation of this policy. Factors to be considered by the District include:

- Creativity;
- Cost savings and/or cost avoidance;
- Efficiency;
- Increased production;
- Conservation and better usage of natural resources;
- Conservation and better usage of District resources, supplies, and personnel;
- Improved safety; and
- Streamlined operations.

Employees are encouraged to share their ideas in any manner, whether orally or in writing. Employees should not expect to receive a financial incentive for any suggestion made, even if it is implemented. The District reserves instances of financial incentives to ideas that are result in significant economic savings. The amount of the financial incentive granted will depend on the circumstances involved, but will not exceed \$100. The General Manager, in consultation with other management, will make the determination as to whether to grant any incentives pursuant to this policy.

## 7100 - GRIEVANCE PROCEDURE

### A. Definition:

A grievance is a written request or complaint initiated by an employee, arising out of a specific application of a policy or rule, the solution of which will involve the interpretation or application of existing rules, regulations, policies, or procedures administered by the employee's Supervisor concerning wages, hours, or other terms and conditions of employment. An employee may request in writing to take vacation or non-paid leave to respond to a grievance, not to exceed one working day, with the General Manager's approval.

These matters cannot be the subject of a grievance:

1. Matters reviewable under some other District administrative procedure;
2. Requests or complaints the solutions of which would require the exercise of authority, such as the adoption or amendment of a resolution, rule, regulation or policy established by the Board of Directors;
3. Requests or complaints involving the termination of an introductory or temporary employee, or the termination, suspension or demotion of a regular employee, or any other disciplinary matter;
4. Requests or complaints involving the denial or granting of merit increases, performance evaluations, suspension or denial of education assistance, verbal and/or written reprimands
5. Application of layoff or job abandonment rules, except to the extent employees may have a right under applicable law and court decisions to a review of or hearing regarding such actions.

### B. Grievance Procedure Steps:

1. **Level I, Preliminary Informal Resolution:** Any employee who believes he/she has a grievance shall present the matter orally to his/her immediate supervisor within five (5) working days after the employee knows, or reasonably should know, of the circumstances which form the basis for the alleged grievance. The immediate supervisor shall hold discussions and attempt to resolve the matter within three (3) working days after the presentation of such grievance. It is the intent of this informal meeting that at least one personal conference be held between the employee and the immediate supervisor. The supervisor shall advise the employee orally as to the outcome of the grievance.
2. **Level II, General Manager:** If the grievance has not been resolved to the employee's satisfaction at Level I, the grievant must present his/her grievance in writing on a form provided by the District (attached hereto as Appendix "A") to the General Manager within ten (10) working days after the occurrence of the act or omission giving rise to the grievance.

The statement shall include the following:

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- a. 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;
- b. The circumstances involved;
- c. The decision rendered by the immediate supervisor at Level I;
- d. The specific remedy sought.

The General Manager shall attempt to communicate his/her decision within five (5) 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. Either party may request a personal conference with the other.

3. **Basic Rules:** 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.

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

In addition, if the General Manager needs additional time within which to meaningfully respond to a grievance, the General Manager will so notify the employee.

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

## 7110 - DISCIPLINE AND APPEALS PROCEDURES

- A. 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.
- B. 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.
- C. Application:** These Procedures apply only to Regular Employees. Regular Employees do not include Introductory Employees, the General Manager, the District Legal Counsel, part-time employees or any employee hired on a temporary, special, provisional, seasonal, emergency basis, or any independent contractor. An employee not covered by this disciplinary policy may be disciplined without reference to these provisions and removed from his or her position at will and without cause.
- D. 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:
1. Fraud in securing employment
  2. Abuse of sick leave or other violation of sick leave policy
  3. Violation of any lawful or reasonable regulation or order made and given by an employee’s supervisor; insubordination
  4. Theft or misuse of District property
  5. Misuse of District credit cards and/or violation of purchasing policies
  6. Negligence in the performance of duties
  7. Incompetence
  8. Inefficiency
  9. Inexcusable neglect of duty
  10. Inattention to or dereliction of duties
  11. Tardiness
  12. Unexcused absences
  13. Use, possession, being under the influence of, sale/purchase or offer to sell/purchase illegal drugs and narcotics or alcohol during working hours or after working hours on District property



14. Falsification of District records
15. Dishonesty
16. Fighting or other abusive conduct toward employees or the public during working hours
17. Improper or unauthorized operation of District vehicles or equipment
18. Deliberate destruction or damage to District property, public property, or the property of another employee
19. Possessing unauthorized firearms on District property or during hours when the employee is employed by the District
20. Private or personal use of District equipment, vehicles, tools, or materials
21. Violation of safety rules or unsatisfactory driving record
22. Conviction for a felony or misdemeanor
23. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment
24. Harassment, or
25. Violation of District rules, regulations, standard operating procedures, or policies

**E. Level of Discipline:** The District has the discretion to determine the appropriate level of discipline in the circumstances involved. The District is not obligated to follow any particular level or order of discipline. The severity of any action taken should be proportionate to and commensurate with the cause and should also take into account prior disciplinary history, if any. In appropriate circumstances, the District may suspend or terminate an employee without first providing lower levels of discipline.

1. **Types of Discipline – Minor:** No right to appeal is available to challenge minor discipline.
  - a. **Corrective Counseling:** Corrective counseling is a verbal warning accompanied by written documentation. Corrective counseling may be provided to an employee whose conduct or performance must be improved. The counseling should detail the areas for improvement, the degree of improvement required, and notice that failure to improve will result in more serious disciplinary action. The supervisor shall document the verbal warning (corrective counseling) and place a dated copy in the employee's personnel file with a copy to the employee. The employee must acknowledge receipt of the counseling by signing the documentation at the time of presentation; this signature signifies only receipt of the document, not necessarily agreement with the

contents. The employee may, within five (5) calendar days, respond in writing, which shall be included in his/her file.

- b. **Written Reprimand:** A formal written notice to an employee 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 termination. The employee must acknowledge receipt of the reprimand by signing the letter at the time of presentation; this signature signifies only receipt of the document, not necessarily agreement to the contents. The employee may, within five (5) calendar days, respond in writing to the contents of the letter of reprimand to be included in his/her file.

2. **Types of Discipline – Major:**

- a. **Suspension:** The temporary removal of an employee from the service of the District without pay. A suspension of this type does not include suspension pending an investigation into alleged misconduct.
- b. **Pay Reduction:** The reduction in pay of one or more pay steps 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.
- c. **Demotion:** The removal of an employee from a position to one of lower grade or classification.
- d. **Dismissal:** The removal of an employee from the service of the District.

F. **Disciplinary Procedures for Major Discipline:** The following procedures apply when major discipline is imposed. These procedures do not apply when minor discipline is imposed.

- 1. **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 (5) days before a hearing pursuant to Section F.3. is held regarding the charges. The Notice shall include:
  - a. The proposed discipline.
  - b. The effective date of the discipline.
  - c. The reasons for the discipline.

- d. All documents which support the discipline. Copies of the documents upon which the discipline is based shall be attached to the Notice of Intent.

An employee may, where circumstances warrant, be placed on administrative leave pending the hearing held pursuant to Section F.3.

2. **Service:** Notice of Intent-to-Discipline shall be served on the affected employee by:
  - a. Personal service; or
  - b. If personal service is not feasible, by first class certified 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.

3. **Informal Hearing Procedure (Skelly hearing):** The employee shall be given an opportunity at an informal hearing to show why the proposed major discipline should not be imposed prior to its imposition.
  - a. The hearing will be conducted by a Reviewing Officer who shall be the General Manager or a responsible person designated by the General Manager (either another District managerial employee or an individual from an outside organization). The Reviewing Officer can be the managerial employee who issued the Notice of Intent or an alternate individual designated by the General Manager. The employee, at his or her choice, can bring a representative to the hearing.
  - b. At the hearing, the employee shall be given an opportunity, either orally, in writing, or both, to explain why the proposed discipline should be revised or cancelled. The hearing is not an evidentiary hearing. It shall be tape recorded or stenographically recorded.
  - c. If an alternate Skelly officer conducts the Skelly hearing, then that individual, within five (5) days of the hearing, shall provide a recommendation to the individual who issued the Notice of Intent as to whether to uphold, lessen, or withdraw the proposed action.
  - d. Within five (5) days after the hearing or receiving a recommendation from an alternate Skelly officer, the managerial employee who issued the Notice of Intent shall issue an order upholding, lessening, or withdrawing the proposed discipline. The final notice will contain a final statement of charges, explain the basis for the decision, and indicate whether the employee has a right of appeal. The five-day period may be extended by the General Manager, who shall notify the employee.

- e. The decision will be served on the employee as provided in Section F.2. The decision shall also inform the employee of his/her right of appeal as provided in Section H, below.

**G. Appeal from Minor Discipline:** Corrective counselings and written reprimands are not subject to appeal. These forms of minor discipline are considered final when provided to the employee. The employee's only form of challenge to these types of discipline is to submit a written response, as provided above.

**H. Appeal from Major Discipline:** If an employee desires to appeal the decision issued pursuant to Section F.3, above, then the following procedures shall apply.

1. **Appeal Right:** An employee who has received a major form of discipline (dismissal, suspension, pay reduction, or demotion) may appeal to a Hearing Officer. The appeal must be in writing and filed with the General Manager within ten (10) working days after service on the employee of the final notice of discipline.
2. **Selection of a Hearing Officer:** The Hearing Officer shall be a retired judge or attorney with at least fifteen (15) years experience in employment law. The parties may mutually and informally agree upon their desired Hearing Officer. If informal selection is not possible, then the Hearing Officer shall be selected as follows: the District shall obtain a list of five (5) potential hearing officers from the State Mediation and Conciliation Service. Each party may strike all names on the list it deems unacceptable. If only one name remains on the list, that individual shall be designated as the Hearing Officer. If more than one common name remains on the list, the parties shall strike names alternately until only one remains (with the District striking a name first). If no name remains on the list, the conciliation service shall furnish an additional list or lists until a Hearing Officer is selected.
3. **Hearing:** An evidentiary hearing shall be held on the appeal. The hearing shall be conducted within sixty (60) days of the selection of the hearing officer, unless the General Manager, the Hearing Officer and the appellant agree in writing that the date of the hearing be extended for a specified time. The General Manager or designee shall provide as much advance notice as practicable, but at least fourteen (14) days written notice, of the date, time, and place of hearing to the appellant.
4. **Conduct of the Hearing:** 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 following procedures shall be follows:
  - a. The proceedings shall be tape recorded or stenographically reported. The decisions of the Hearing Officer shall not be invalidated by any informality in the proceedings.
  - b. 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.

- c. 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.
  - d. Each side will be allowed to examine and cross-examine witnesses.
  - e. The hearing officer, upon a request by either party, may subpoena witnesses and/or require production of other records or material evidence.
  - f. 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.
5. **Cost:** The District shall bear the cost of the hearing officer and the court reporter or stenographic recording; each side shall bear its own cost of representation.
6. **Attendance at the hearing:** The appellant shall personally attend the hearing, unless physically unable to do so and excused in advance by the Hearing Officer. Unexcused failure of an appellant to appear at a hearing shall be deemed a withdrawal of the appeal.
7. **Resolution by the Hearing Officer:** Within thirty (30) days after completion of a hearing, unless waived by the parties, the hearing officer shall prepare a written decision and serve it on the appellant pursuant to Section F.2., above, and forward it to the General Manager. The written decision shall set forth the hearing officer's findings of fact and shall state reasons why the discipline is recommended to be sustained, reduced, or cancelled. If the hearing officer recommends that the discipline be reduced or cancelled, the hearing officer shall make recommendations concerning payment of back pay, if applicable, during pendency of the appeal.
8. **Advisory to the General Manager:** The decision of the Hearing Office shall be forwarded to and is considered advisory by the District's General Manager. The General Manager shall review the recommendation of the Hearing Officer and may then accept, reject, or modify the proposed decision (which includes the authority to impose a lesser or different form of discipline). The General Manager may delegate his or her authority under this paragraph to another individual where required by due process or other considerations the General Manager deems relevant. The General Manager's decision shall be in writing and shall be issued within thirty (30) days of receiving the Hearing Officer's decision. The General Manager's decision shall be final.
9. **Appeal from the General Manager's final decision:** If the appellant 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, shall apply. The General Manager's written decision shall include notice to the appellant that the time within which judicial review

must be initiated is governed by Code of Civil Procedure § 1094.6. A copy of the General Manager's decision shall be forwarded to the Hearing Officer, the manager who issued the discipline, and the appellant. The decision shall be included in the appellant's personnel file.

10. **Administrative Leave:** Whenever the General Manager determines that it is in the best interest of the District not to have an employee at the workplace – either prior to or during the disciplinary process – an employee may be placed on administrative leave, with pay, subject to such reasonable conditions as may be determined by the General Manager given the circumstances of the situation.

**CHAPTER EIGHT – APPENDICES**

**8000 - APPENDIX “A” - GRIEVANCE FORM**

**EMPLOYEE GRIEVANCE FORM**

Nipomo Community Services District

Employee’s Name: \_\_\_\_\_ Date: \_\_\_\_\_

Statement of grievance, including specific reference to any law, policy, rule, regulation and/or instruction demand to be violated, misapplied or misinterpreted:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Circumstances involved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Decision rendered by the informal conference:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific remedy sought:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**8010 - APPENDIX "B" - CONSENT AND RELEASE FORM FOR APPLICANTS**

**CONSENT TO DRUG TEST**

As required by District policy, I understand that my position is designated as a "safety sensitive position." I further understand and agree that I must, as a condition of employment and continued employment, submit to and satisfactorily complete drug and alcohol tests.

I consent to allow the District to direct an independent, Substance Abuse and Mental Health Services Administration (SAMHSA)-certified medical clinic to administer a test for drugs and controlled substances. I also give my consent for the release of the test results to appropriate management employees. I understand that if I decline to sign this consent and decline to take the test, my application for employment may be rejected, my conditional offer of employment may be withdrawn, or my employment may be terminated. I fully understand that a positive test result for drugs and controlled substances will render me ineligible for employment.

I understand the above conditions and hereby agree to comply with them.

Agreed to: \_\_\_\_\_

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

Refused: \_\_\_\_\_

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

Witness: \_\_\_\_\_

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



**8020 - APPENDIX "C" - CONSENT AND RELEASE FORM FOR EMPLOYEES BEING REQUESTED TO UNDERGO TESTING**

**EMPLOYEE DRUG TESTING CONSENT**

The District is committed to the goal of obtaining a drug-free workplace. The District has adopted a Drug-Free Workplace Policy, which is included in the Employee Handbook. You may obtain copies of these policies from Human Resources.

Consistent with this goal and the District policies, YOU ARE REQUESTED TO SUBMIT TO DRUG TESTING.

The testing will be conducted through urine specimen collection to detect the presence of amphetamines, cocaine, phencyclidine (PCP), marijuana, opiates, methamphetamine, methadone, barbiturates, and benzodiazepine. Any non-negative test result will undergo further confirmatory testing.

You will be given the opportunity to explain to a medical review officer any reason why you are unable to produce a urine specimen and/or any circumstances that would produce a false positive result. It may be necessary for you to verify your use of any prescription drugs.

Results of the drug test and any medical information gathered will be kept in a separate, confidential, medical information file. The results will be communicated only to management personnel with a specific need to know.

Your refusal to consent to this drug testing and/or to provide a urine specimen will be considered a violation of the Drug-Free Workplace policy and will result in discipline, up to and including termination.

A confirmed positive drug test will result in discipline, up to and including termination.

I hereby acknowledge receipt of the Drug-Free Workplace Policy and Employee Drug Testing Policy. I further understand that I have a right to receive a copy of this authorization upon my request.

Copy requested and received:     YES                     NO    Initial \_\_\_\_\_

I consent to the collection of a urine specimen for analysis for the presence of drugs. I authorize the release of the drug testing results and related medical information to the District, and the appropriate medical review officer.

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

\_\_\_\_\_  
Signature

## **8030 - APPENDIX “D” - LIST OF SAFETY SENSITIVE POSITIONS**

The following provides a list of safety sensitive positions for the District. This list can be modified and updated as needed.

- General Manager
- Director of Engineering and Operations
- Assistant Engineer
- Wastewater Supervisor
- Water Supervisor
- Water Operator I, II, III
- Wastewater Operator I, II, III

# 8040 - APPENDIX "E" - PERFORMANCE EVALUATION FORM

## NIPOMO COMMUNITY SERVICES DISTRICT

### EVALUATION

#### EMPLOYEE'S WORK PERFORMANCE & INTRODUCTORY PERIOD REPORT

NAME: \_\_\_\_\_ JOB TITLE: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_ REVIEW FROM: \_\_\_\_\_ REVIEW TO: \_\_\_\_\_  
 Regular: \_\_\_\_\_ INTRODUCTORY: \_\_\_\_\_ FULL TIME: \_\_\_\_\_ PART TIME: \_\_\_\_\_

#### PERFORMANCE DIMENSIONS

UNSATISFACTORY	IMPROVEMENT NEEDED	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS	OUTSTANDING
<p>1. <b>ACCURACY</b> is the correctness of work duties performed.</p>				
<input type="checkbox"/> Makes frequent errors.	<input type="checkbox"/> Careless; makes recurrent errors.	<input type="checkbox"/> Consistently accurate; makes minor errors.	<input type="checkbox"/> Requires little supervision; is dependably exact and precise.	<input type="checkbox"/> Requires absolute minimum of supervision; is always accurate and exact.
<p>2. <b>QUANTITY OF WORK</b> is the amount of work an individual does in a work day.</p>				
<input type="checkbox"/> Does not meet minimum requirement.	<input type="checkbox"/> Marginal productivity; must be improved.	<input type="checkbox"/> Volume of work reaches a high performance level.	<input type="checkbox"/> Very industrious; does more than is required.	<input type="checkbox"/> Superior work production record.
<p>3. <b>SUPERVISION REQUIRED</b> to do the job well.</p>				
<input type="checkbox"/> Direct supervision required for all but routine activities.	<input type="checkbox"/> Sometimes requires additional supervision.	<input type="checkbox"/> Requires little supervision other than occasional directions.	<input type="checkbox"/> Works very effectively without supervision.	<input type="checkbox"/> Dependable to act with initiative and without supervision.
<p>4. <b>ACCEPTANCE OF SUPERVISION</b> is the ability to understand and follow instruction.</p>				
<input type="checkbox"/> Frequently ignores or resents supervision or instructions.	<input type="checkbox"/> Reluctantly accepts supervision; fails to follow instructions.	<input type="checkbox"/> Accepts supervision, understands and follows instructions.	<input type="checkbox"/> Responsive with a high level of comprehension when accepting supervision.	<input type="checkbox"/> Always accepts supervision and follows instructions to full intent without delay.
<p>5. <b>DRIVE</b> is the desire to attain goals.</p>				
<input type="checkbox"/> Does not complete work goals in a timely or satisfactory manner; shows practically no initiative.	<input type="checkbox"/> Puts forth little effort to achieve work goals.	<input type="checkbox"/> Strives to complete major work goals in a timely manner	<input type="checkbox"/> Completes all work goals on or before deadlines.	<input type="checkbox"/> Completed work exceeds established goals; shows consistent initiative to increase productivity.
<p>6. <b>JOB KNOWLEDGE</b> is the information concerning work duties which an individual should know for satisfactory job performance.</p>				
<input type="checkbox"/> Lacks most of the knowledge needed to complete job satisfactory.	<input type="checkbox"/> Lacks knowledge of some phases of work.	<input type="checkbox"/> Good understanding; can answer most questions.	<input type="checkbox"/> Thoroughly understands all phases of work.	<input type="checkbox"/> Has mastery of all phases of job.

7. **ALERTNESS** is the ability to grasp instructions, to meet changing conditions, and to solve problem situations.

- |   |   |  |   |  |
|---|---|--|---|--|
| <input type="checkbox"/> Inattentive; slow to grasp concepts. | <input type="checkbox"/> Requires detailed explanations and instructions. | <input type="checkbox"/> Grasps instructions with average ability. | <input type="checkbox"/> Quick to understand and learn. | <input type="checkbox"/> Exceptionally alert |
|---|---|--|---|--|

8. **INTERPERSONAL SKILL** is the extent to which the employee relates to the public, other employees, supervisory personnel and subordinates in a cooperative, tactful and productive manner.

- |   |  |  |  |  |
|---|--|--|--|--|
| <input type="checkbox"/> Discourteous and antagonistic. | <input type="checkbox"/> Needs to be more tactful with colleagues and customers. | <input type="checkbox"/> Establishes and maintains effective working relationships | <input type="checkbox"/> Always courteous, tactful & helpful; creates good public image. | <input type="checkbox"/> Extremely effective at establishing good will; inspiring to others in being courteous & very cooperative. |
|---|--|--|--|--|

9. **ATTENDANCE** is coming to work daily and conforming to work hours.

- |  |   |   |   |  |
|--|---|---|---|--|
| <input type="checkbox"/> Often absent without good excuse and/or frequently reports for work late. | <input type="checkbox"/> Lax in attendance and/or reporting for work on time. | <input type="checkbox"/> On time to work and present except for instances of protected leave. | <input type="checkbox"/> Rarely absent or late to work. | <input type="checkbox"/> Never absent or late to work. |
|--|---|---|---|--|

10. **SAFETY CONSCIOUSNESS** is the ability to maintain a safe and orderly work area.

- |   |   |  |  |   |
|---|---|--|--|---|
| <input type="checkbox"/> Disorderly or unsafe; repeated violations of safety rules. | <input type="checkbox"/> Careless in keeping work area neat and following safety rules. | <input type="checkbox"/> Keeps work area neat; follows safety rules. | <input type="checkbox"/> Conscientious about neatness and promoting safety on the job. | <input type="checkbox"/> Leads by example; safety conscious; exemplary safety record. |
|---|---|--|--|---|

11. **PERSONAL APPEARANCE** is the personal impression an individual makes on others. (Consider cleanliness, grooming, neatness and appropriateness of dress on the job.)

- |   |  |  |  |   |
|---|--|--|--|---|
| <input type="checkbox"/> Adversely affects work relationships; inappropriate work attire. | <input type="checkbox"/> Careless about appearance; inappropriate work attire. | <input type="checkbox"/> Clean and neat appearance; appropriate work attire. | <input type="checkbox"/> Professional appearance; neatly dressed in work attire. | <input type="checkbox"/> Always well-groomed, professionally dressed and appropriately attired. |
|---|--|--|--|---|

**THIS SECTION IS FOR THOSE EMPLOYEES WHO SUPERVISE**

12.

**ABILITY TO SUPERVISE** is the knowledge and ability to establish work standards; plan, assign and evaluate the work of subordinates and meet unit objectives.

- |                          |  |  |  |  |  |
|--------------------------|--|--|--|--|--|
| <input type="checkbox"/> | <input type="checkbox"/> Consistently fails to meet the responsibilities of supervision. | <input type="checkbox"/> Occasionally fails to recognize key responsibilities the position they fill as supervisor must execute. | <input type="checkbox"/> Provides clear communications to subordinates to assure their success in completing assigned tasks. | <input type="checkbox"/> Superior communication skills; is fair and respectful of subordinates; achieves high team productivity. | <input type="checkbox"/> Exemplary supervisor; subordinates have a superior work production record due to good coaching. |
|--------------------------|--|--|--|--|--|

An Outstanding or Unsatisfactory rating must be substantiated in a written statement by the rater. A rating of "Improvement Needed" requires a comment by the rater to help counsel the employee.

**OVERALL EVALUATION**

- UNSATISFACTORY  IMPROVEMENT NEEDED  MEETS EXPECTATIONS  EXCEEDS EXPECTATIONS  OUTSTANDING

**CHAPTER EIGHT – APPENDICES**

Description of evaluation terms used in the above Performance Dimensions:

- A. 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.
- B. Improvement Needed work performance is frequently less than the standard expected of a competent worker in that job, and may improve with additional training, experience, and/or effort.
- C. Meets Expectation performance rated employee consistently achieves the high competent level required of a worker in that job.
- D. Exceeds Expectation performance rated employee is above the expected high level of a competent worker a majority of the time.
- E. Outstanding Work performance is consistently and distinctly 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 under the title Major Strong Points below.

[\*An employee has the right to respond in writing to an employee performance evaluation. Said response shall be attached to the performance evaluation and placed in the employees personnel file.]

**MAJOR STRONG POINTS:**

**AREAS OF SUGGESTED DEVELOPMENT, WORK PLAN AND GOALS:**

**ATTENDANCE RECORDS (SEE ATTACHED)**

**SICK BALANCE**

SICK LEAVE BALANCE AS OF (DATE _____)	ACCRUED (EARNED)	USED (TAKEN)	SICK LEAVE BALANCE AS OF AS OF (DATE _____)

Sick Leave	Monday	Tuesday	Wednesday	Thursday	Friday	Total Taken
<u>Start Date to End Date</u>						

Tardy	Monday	Tuesday	Wednesday	Thursday	Friday	Total Taken

<i>Start Date to End Date</i>						
-------------------------------	--	--	--	--	--	--

**VACATION BALANCE**

VACATION LEAVE BALANCE AS OF (DATE _____)	ACCRUED (EARNED)	USED (TAKEN)	VACATION LEAVE BALANCE AS OF (DATE _____)

**DEPARTMENT HEAD COMMENTS:** RECOMMENDED FOR STEP INCREASE: YES  NO  NOT APPLICABLE

*I have reviewed this report with the employee and have discussed the ratings with him/her. This report is accurate according to my best knowledge and belief.*

SIGNATURE OF DEPARTMENT HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

**EMPLOYEE'S STATEMENT AND SIGNATURE:** *I have received this report and have had the opportunity to discuss it with my Department Head. My signature does not necessarily mean that I agree with the report.*

SIGNATURE OF EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

**GENERAL MANAGER USE ONLY:** Approval:  Disapproval:

SIGNATURE OF GENERAL MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

## **8050 - APPENDIX "F" - PER DIEM AMOUNTS**

The District currently provides the following per diem amounts when eligible employees travel for District business:

Breakfast:                 \$10.00

Lunch:                     \$15.00

Dinner:                   \$30.00

**Daily Total:               \$55.00**

These amounts are subject to periodic modification by the Board.

**8060 - APPENDIX "G" - CATASTROPHIC LEAVE APPLICATION**

**CATASTROPHIC LEAVE APPLICATION**

I hereby request Catastrophic Leave, pursuant to Section 5040 of the Employee Handbook, for the following reasons: (attach additional sheet if necessary).

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I have read the District's Catastrophic Leave Policy and believe I meet all eligibility requirements.

I understand that it may be necessary to provide a physician's statement to verify the underlying injury/illness.

I am/am not (circle one) receiving compensation from Workers' Compensation or Social Security.

If this application is approved it is my responsibility to solicit donations for leave on my own. I also understand that District employees are not obligated to donate any hours and will not pressure any District employee to make any type of donation.

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

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



**8070 - APPENDIX "H" - LEAVE TRANSFER REQUEST**

**NIPOMO COMMUNITY SERVICES DISTRICT**

**LEAVE TRANSFER REQUEST**

I wish to assist a fellow employee who is experiencing a catastrophic illness/injury to himself or an immediate family member, pursuant to Section 5040 of the Employee Handbook.

I hereby authorize the General Manager to transfer \_\_\_\_ hours (8 hour minimum) of sick leave or vacation hours (circle one) from my accrued balance to \_\_\_\_\_ (name recipient).

I will have the required balances remaining after this transfer.

I understand that the transfer is irrevocable and that the hours will remain with the employee to whom the hours are being transferred, even if the employee is able to return to work before using all donated hours. I also understand that, if more than 160 hours are donated to this employee, this transfer will not be processed, unless he/she has a need for additional hours.

I understand that this is a confidential transaction between me and the person to whom I am transferring these hours.

I understand that by donating sick leave hours I will be reducing my opportunity to convert these hours to additional retirement benefits or compensation as stated in the Employee Handbook and hereby waive the right to any such conversion.

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

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

## 8080 - APPENDIX "I" - PERSONNEL ACTION FORM

NIPOMO COMMUNITY SERVICES DISTRICT PERSONNEL ACTION FORM				
Last Name		First Name		M.I.
Mailing Address		City	State	Zip
Home Phone #				
POSITION Title:			Status	
Salary Range	Step	Current Salary	Hours/Week	
Introductory Period	Date of Hire	Anniversary Date	Date of Last Action	
Action:				
Explanation:				
Termination:                      Voluntary _____                      Involuntary _____				
Effective Date:			Reasons Termination:	
Forwarding Address				
Recommended by:	Approved by:		Employee:	
Signature	Signature		Signature	
Date	Date		Date	
Title	Title		Title	

**8090 - APPENDIX "J" - LEAVE REQUEST FORM**

**NIPOMO COMMUNITY SERVICES DISTRICT**

**LEAVE REQUEST / ABSENCE REPORT**

NAME \_\_\_\_\_

DATE OF REQUEST \_\_\_\_\_

DATES OF ABSENCE \_\_\_\_\_ Total Hours Absent \_\_\_\_\_

FROM \_\_\_\_\_ Reason \_\_\_\_\_

THROUGH \_\_\_\_\_

VACATION

TARDY

SICK LEAVE

ARRIVAL TIME: \_\_\_\_\_

KIN CARE

SCHEDULED START TIME: \_\_\_\_\_

OTHER

SUPERVISOR'S INITIALS: \_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

APPROVED

NOT APPROVED

\_\_\_\_\_  
SUPERVISOR SIGNATURE

\_\_\_\_\_  
DATE



# 8110 - APPENDIX "L" - ACCIDENT REPORT

Page 1 of 2

Note: This report is prepared exclusively for the use of the Nipomo Community Services District and its attorneys, and is an attorney-client communication not to be released without the express approval of the attorney representing the District.

## VEHICULAR & MOVING EQUIPMENT

(For bodily injury or damage to another's property or for damage to vehicle or moving equipment you are driving)

DRIVER'S NAME				PHONE		DATE OF BIRTH	
ADDRESS						NUMBER OF YEARS WITH DISTRICT	
CITY			STATE	ZIP	DRIVER'S LICENSE NO.		
VEHICLE							
MAKE OF YOUR VEHICLE		YEAR	MODEL	SERIAL NUMBER	LICENSE NUMBER	WHERE VEHICLE CAN BE SEEN	
TRAILER (IF APPLICABLE)		YEAR	MODEL	AREA OF DAMAGE	USED FOR BUSINESS <input type="checkbox"/> YES <input type="checkbox"/> NO	ESTIMATED COST OF REPAIR \$	
ACCIDENT							
DATE OF LOSS		TIME OF LOSS	LOCATION (STREET OR HIGHWAY)			CITY	STATE
WERE POLICE CALLED SCENE? <input type="checkbox"/> YES <input type="checkbox"/> NO		POLICE DEPT. CALLED	DRIVER		ARRESTED	TICKETED	VIOLATION
NAME OF OFFICER						BADGE NUMBER	
STATION ADDRESS							
CLAIMANT 1							
OWNER OF OTHER VEHICLE		AGE	ADDRESS		CITY	STATE	ZIP
DRIVER, IF OTHER THAN ABOVE		AGE	ADDRESS		CITY	STATE	ZIP
MAKE OF VEHICLE	YEAR	MODEL	LICENSE NO.	AREA OF DAMAGE	EST. OF DAMAGE \$	WHERE CAN VEHICLE BE SEEN?	
CLAIMANT 2							
OWNER OF OTHER VEHICLE		AGE	ADDRESS		CITY	STATE	ZIP
DRIVER, IF OTHER THAN ABOVE		AGE	ADDRESS		CITY	STATE	ZIP
MAKE OF VEHICLE	YEAR	MODEL	LICENSE NO.	AREA OF DAMAGE	EST. OF DAMAGE \$	WHERE CAN VEHICLE BE SEEN?	
PROPERTY DAMAGE – OTHER THAN AUTO (i.e. FENCE, CANOPY)							
OWNER OF PROPERTY			ADDRESS		CITY	STATE	ZIP
DESCRIBE DAMAGED PROPERTY			LOCATION OF PROPERTY		CITY	STATE	EXTENT OF DAMAGE
<b>WITNESS INFORMATION</b>							
NAME			ADDRESS		CITY	STATE	ZIP
NAME			ADDRESS		CITY	STATE	ZIP
LIST OF ALL PERSONS IN VEHICLES:							

PERSONS INJURED

(USE ADDITIONAL SHEET IF NECESSARY)

NAME		AGE	NAME		AGE			
ADDRESS		PHONE		ADDRESS		PHONE		
CITY		STATE	ZIP		CITY		STATE	ZIP
OCCUPATION		WHERE TAKEN			OCCUPATION		WHERE TAKEN	
<input type="checkbox"/> FATALITY <input type="checkbox"/> BLEEDING OR DISTORTED <input type="checkbox"/> WOUND <input type="checkbox"/> UNCONSCIOUSNESS <input type="checkbox"/> NO VISIBLE INJURY- COMPLAINED OF PAIN <input type="checkbox"/> OTHER _____		<input type="checkbox"/> PEDESTRIAN <input type="checkbox"/> IN YOUR VEHICLE <input type="checkbox"/> IN CLAIMANT VEHICLE			<input type="checkbox"/> FATALITY <input type="checkbox"/> BLEEDING OR DISTORTED <input type="checkbox"/> WOUND <input type="checkbox"/> UNCONSCIOUSNESS <input type="checkbox"/> NO VISIBLE INJURY- COMPLAINED OF PAIN <input type="checkbox"/> OTHER _____		<input type="checkbox"/> PEDESTRIAN <input type="checkbox"/> IN YOUR VEHICLE <input type="checkbox"/> IN CLAIMANT VEHICLE	
ADDITIONAL REMARKS								
DESCRIBE ACCIDENT				VEHICLES 1 <input type="checkbox"/> 2 <input type="checkbox"/>		PEDESTRIAN		
				ACCIDENT DIAGRAM INDICATE NORTH BY ARROW				
WHAT STREET WERE YOU ON?			CLAIMANT 1			CLAIMANT 2		
WHAT DIRECTION WERE YOU TRAVELING?			CLAIMANT 1			CLAIMANT 2		
WEATHER CONDITIONS <input type="checkbox"/> DRY <input type="checkbox"/> WET <input type="checkbox"/> ICY <input type="checkbox"/> FOGGY <input type="checkbox"/> SNOWY				TRAFFIC CONDITION <input type="checkbox"/> LIGHT <input type="checkbox"/> MODERATE <input type="checkbox"/> HEAVY				
SPEED LIMIT		WERE YOU FAMILIAR WITH AREA <input type="checkbox"/> YES <input type="checkbox"/> NO				TRAFFIC CONTROLS		
SIGNATURE OF EMPLOYEE COMPLETING FORM			DATE			TIME		
<b>THIS SECTION MUST BE COMPLETED BY SUPERVISOR</b>								

I have reviewed this report and have recorded it in the District's records.

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

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

**8120 - APPENDIX "M" - EMPLOYEE HANDBOOK ACKNOWLEDGMENT FORM**

**ACKNOWLEDGEMENT OF RECEIPT OF  
NIPOMO COMMUNITY SERVICES DISTRICT  
EMPLOYEE HANDBOOK**

This is to acknowledge that I have received a copy of the Nipomo Community Services District Employee Handbook and understand that it contains important information on the District's general personnel policies and procedures applicable to my privileges and obligations as a District employee.

I acknowledge that I am expected to read, understand, and adhere to District policies and will familiarize myself with the material in the Employee Handbook. I understand that:

- I am governed by the contents of the Employee Handbook.
- The District may change, rescind or add to any policies, benefits or practices described in the Employee Handbook, from time to time in its discretion.
- By signing below, I acknowledge that I have read and will abide by the requirements in the Employee Handbook.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (typed or printed)

**8130 - APPENDIX "N" - HARASSMENT, DISCRIMINATION, AND RELATIONAL PREVENTION POLICY ACKNOWLEDGMENT FORM**

**ACKNOWLEDGEMENT OF RECEIPT OF  
NIPOMO COMMUNITY SERVICES DISTRICT  
HARASSMENT, DISCRIMINATION, AND RETALIATION  
PREVENTION POLICY**

This is to acknowledge that I have received a copy of the Harassment, Discrimination, and Retaliation Prevention Policy distributed by Nipomo Community Services District. By signing below, I confirm that I have reviewed and will abide by this policy in connection with my employment with the District.

I understand that questions regarding the policy may be addressed to my supervisor or the General Manager.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (typed or printed)



**8140 - APPENDIX "O" - DISTRICT ADOPTED EMAIL POLICY (RESOLUTION NO. 2017-1452)**

**NIPOMO COMMUNITY SERVICES DISTRICT**

**POLICY ON THE USE OF EMAIL AND OTHER TECHNOLOGY RESOURCES**

**PURPOSE:**

This Policy governs the appropriate use and retention of electronic mail ("email") and other technology resources for written communications used in carrying out Nipomo Community Services District ("District") functions, activities, and other business, and the retention of emails and other electronic communications that are made public records. The District Board of Directors ("Board of Directors") affirms the public's right to access public records maintained by the District and the right to set forth the procedures by which such District records will be made available to the public. The Board of Directors is mindful of the constitutional right of privacy afforded to individuals and it is the intent of the Board of Directors to promulgate a process that strikes an appropriate balance between the objectives of open government, the individual's right of privacy, and the District's legitimate interest in maintaining the confidentiality of certain public records.

**APPLICABILITY:**

This Policy applies to all District employees, elected and appointed District officials, and District consultants and other non-employees utilizing email and other technology resources for the purpose of conducting District business, regardless of the user's location when accessing the email system, network, or other technology resource.

**DEFINITIONS:**

"District records" includes include any writing containing information relating to the conduct of the public's business that is prepared, owned, used, or retained by the District, regardless of the physical form and characteristics. "District records" also includes any recorded and retained communications regarding official District business sent or received by any elected or appointed District official, employee, or consultant, via a personal email system or other personal technology resource of a District official, employee, consultant or third party or other personal technology resource not owned by the District or connected to a District computer network. The records do not have to be written but may be in another format that contains information such as computer tape or disc, video or audio recording, or email or text message. For the purposes of this definition, "District" shall mean any entity controlled by the Board of Directors.

"Personal email account" includes all email accounts, systems, servers, or services that are not maintained or controlled by the District, including but not limited to any such account maintained or controlled by a business, consultant, individual, or other agency or public entity.

"Technology resources" includes all electronic media and storage devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; tablets; computer hardware such as disk drives, tape drives, external hard drives and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data,

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including software that grants access to external services, such as the Internet or cloud storage accounts; electronic mail (or email); telephones; mobile phones; smart phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems. "Technology resources" is also intended to broadly include new or emerging devices, technology, software and means of communications that may be developed or implemented in the future.

"Writing" includes any handwriting, typewriting, printing, photostating, photocopying, photographing, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation including letters, words, pictures, sounds, or symbols, or combinations thereof, as well as all papers, maps, magnetic or paper tapes, photographic films and prints, and text messages, and as otherwise defined in the California Public Records Act, Cal. Gov. Code Section 6250 et seq., as amended from time to time.

**POLICY:**

1. Emails and other electronic communications on District accounts, services, servers and other District technology resources are intended for District-related business purposes only. All electronic communications and other writings regarding District business are the property of the District, just as are hard copies of District records. The District reserves the right to retrieve and make proper and lawful use and/or disclosure of any and all communications transmitted through the District's email system or any other District technology resource.
2. Use of personal email systems, accounts, services, or servers to conduct District business is discouraged. If any District records are sent, received, or maintained on personal email systems, accounts, services, servers and other personal technology resources, they are the property of the District, just as are hard copies of District records. The District has a responsibility to request any and all District records that are transmitted or maintained through the user's personal email system or any other personal technology resource.
3. The District respects the individual privacy of its officials, employees and consultants. However, the privacy rights of a District official, employee or consultant do not extend to (a) work-related communications, (b) the use of District-owned equipment, accounts, or services, including District email systems and other technology resources, or (c) emails and other District records relating to District business transmitted or maintained using personal email systems or other personal technology resources.
  - District officials, employees, and consultants have no reasonable expectation of privacy in communications transmitted over the District's email network or other District technology resources. Such communications are not confidential, notwithstanding any password and/or login credentials.
  - It is recommended that District officials, employees, and consultants not send, or store District records on a personal email account. Any District-related communications held in personal email accounts would be public records subject

to disclosure under the Public Records Act, and may also be subject to record retention requirements under state or federal law.

- District records, even when stored on a home or personal email device or other personal technology resource, may also be recovered and discoverable in litigation.

## REQUIREMENTS

These requirements apply to all District technology resources, and to all personal technology resources used for District business, except as otherwise expressly stated.

1. **District Technology Resources Limited to District Business.** All messages transmitted over the District's email system or any other District technology resource should be limited to those which involve District functions, activities, or other business, or that contain information essential to its officials, employees, and consultants for the accomplishment of District-related tasks.
2. **Transitory Nature of Email and Other Electronic Messages.** Email messages and other electronic messages relating to District business are temporary communications that shall not be retained, either electronically or in hard copy, unless retention is required by law or where retention of a particular message would serve a useful purpose for the District. Emails and other electronic messages do not become public records under the Public Records Act when they are intended for a temporary purpose and are discarded after that purpose is achieved unless they are subject to a litigation hold letter from the District Counsel's Office or a pending request made pursuant to the Public Records Act. Care should be taken that no emails or other electronic messages are retained for longer than the temporary period specified in this Policy unless they are meant to be official records. Emails and other electronic messages intended to be permanent records should be filed as such, and kept under the District's records retention policy, either electronically or in hard copy, to signify the permanent or long-term status of the record. However, temporary communications, drafts, and intra-agency notes and memoranda are not public records.
  - Emails and other electronic messages requiring retention and which should be filed as permanent records either electronically or in hard copy, may include, but are not limited to:
    - \* General correspondence and/or interoffice messages regarding management, financial, operating procedures or policy matters;
    - \* Messages regarding District policy or the policy process;
    - \* Messages regarding vital public information (for example, critical environmental data and reports); and
    - \* Messages that otherwise are necessary to conduct the District's business.

3. **Retention Schedule.** Please note that emails or other electronic messages retained in electronic folders or in hard copy may be public records and should follow the District's retention schedule in terms of how long any such public records must be kept pursuant to legal requirements. It is the responsibility of each District official, employee, and consultant to determine if an email or other electronic message should be made an official public record and/or if it is covered within the scope of the District's records retention schedule regardless of whether the email or electronic message is sent, received, or stored using a District email system or technology resource, or a personal email account or technology resource. Emails and other electronic messages that are public records will be retained as specified in the District's retention schedule. It is important to organize these records chronologically to easily determine which records have reached their legal retention and should be destroyed. When in doubt as to if an email or other electronic message should be made an official public record and retained, each user should consult his/her supervisor, or in the case of elected or appointed officials, the District Manager and/or the District Counsel. Each individual should consult the District's retention schedule for the appropriate legal retention requirements for categories of District records. Upon termination of an individual's status as an official, employee, or consultant of the District, each individual shall transmit to the District any District records sent, received, or stored within a personal email account or personal technology resource.

4. **Litigation Holds and Pending Public Records Requests.**

- Notwithstanding any other provision of this Policy, no District official, employee, or consultant shall knowingly destroy emails or other electronic messages that may be subject to a litigation hold letter issued by the District Counsel's Office. A litigation hold places a freeze on the authorized destruction of a particular record or type of record due to a reasonably anticipated or ongoing claim, a pending regulatory or governmental investigation, a pending subpoena, or any litigation proceedings.
- No District official, employee, or consultant should knowingly delete any email message or other electronic message that may be responsive to a pending Public Records Act request that the District has received.
- Destruction of emails and other electronic messages under this section may resume after notice is provided by the District Counsel.

5. **Management of Email and Other Technology Resources.** District officials, employees, and consultants who utilize the District email system or other District technology resource, or who use personal technology resources, are solely responsible for the management of their electronic mailboxes and other technology resource accounts. All technology resource users must periodically review email and other electronic messages to determine when specific emails or other electronic messages are needed for District business, and take appropriate action to store necessary emails and other electronic messages in a separate email folder or network location, or printed out and filed in an appropriate subject file to ensure the content of the email or electronic message is preserved. Such stored emails or other electronic messages constitute public records unless otherwise exempt under the Public Records Act.

All District officials, employees, and consultants who use personal email accounts and other personal technology resources for District business must manage such accounts and resources to be consistent with this Policy.

**6. Non-District Record Materials.** Email messages or other electronic messages that do not meet the District's public record criteria should be deleted on a regular basis. These types of messages may include but are not limited to:

- Personal correspondence (e.g., "Let's do lunch," "Can I have a ride home?"); calendar confirmations; voice mails; other incidental communication.
- Transient communications that serve to convey information of temporary importance in lieu of oral communication.
- Unsolicited promotional materials.
- Information and/or reference items (e.g., something the receiver already knows and does not need to save, or can be printed out and it is not needed as a support file as part of a District project).

Questionable emails should be retained or referred to a supervisor or the District Manager or District Counsel for determination.

**7. District Technical Limitations and Requirements.**

- All emails in "Deleted Items" or "Trash" folders in District user accounts that are older than 30 days will be deleted AUTOMATICALLY from the District's email system on a daily basis. The District may retain an email past its minimum retention period for operational purposes where it determines the email meets an administrative or fiscal need.
- Electronic mail is not backed-up on a permanent basis. The District stores electronic mail only to the degree that allows the District to restore current electronic mail in the event of a systems failure.

**8. District Right of Access.** The District may access any messages in the District's email system or other District technology resources at any time regardless of content. Access may occur for reasons of, but not be limited to, random review, situations indicating impropriety, violation of District policy, legal requirements, suspected criminal activities, breach of electronic mail security or other security, locating substantive information that is not more readily available by some other means, or for the performance of routine maintenance.

**9. Disclosure.** The contents of electronic mail or other technology resources may be disclosed within or outside of the District without the permission or knowledge of the official, employee, or consultant.

10. **Use of Private Email Accounts.** District officials, employees, and consultants are discouraged from using his/her private email account or server to conduct District business. All electronic files on personal technology devices pertaining to District business may be subject to public disclosure under the Public Records Act, cooperation with law enforcement, or litigation. All District business-related emails received or sent by District employees or elected or appointed District officials in or from their private email accounts or servers should be forwarded to the individual's District email address. The District's email address should not be used in the "From" field when a District employee, elected or appointed official of the District, or District consultant is sending email from a private email account.

11. **Responding to Public Records Requests.** In the case of a Public Records Act request or subpoena for emails or other electronic messages that may be in the District email account, District technology resources, personal email account, or other personal technology resource of a District official, employee, or consultant, the District Secretary or his or her designee will request, in writing, that the user search that user's District email account, District technology resources, and any applicable personal email accounts, devices, and other technology resources, for any responsive District records. The District Secretary will request that the user turn over all District records that might be responsive for review by the District Secretary and, as applicable, by the District Counsel. In transmitting the request for records, the District Secretary will identify the search terms that the District employee, official, or consultant will use in conducting a search for District records based on the Public Records Act request or subpoena. Upon request of the District Secretary, and in full compliance with the Public Records Act, each official, employee, and consultant is required to turn over all potentially responsive communications and other District records in his/her possession, in any personal email account, on any other personal technology resource generated, or obtained during his/her term(s) of service, employment, or performance of contract with the District. Any determination regarding privilege or exemption, as well as the final determination of responsiveness, shall be made by the District Secretary and/or District Counsel.

By signing the Acknowledgment attached hereto as Exhibit "A," each District official, employee, and consultant agrees and understands his/her obligation to comply with this provision.

#### **CONFIDENTIALITY**

1. While the District's electronic mail system and other technology resources may provide for the sending of material referred to as PRIVATE, users must be aware that such communications are accessible to certain employees of the District who have the responsibility to monitor and control the computer programs of the District. As with all computer systems, there is also the possibility of unauthorized access by people for whom the communication was not intended. Therefore, use of this capability must be exercised with appropriate caution.
2. It is a violation of this Policy, and an abuse of authority, for any District official, employee, or consultant, including system administrators, supervisors, or programmers, to use the District's email, computers or other technology resources for purposes of satisfying idle

curiosity about the affairs of others, with no substantial business purpose for obtaining access to the files or communications of others. Officials, employees, or consultants found to have engaged in such “snooping” or other prohibited actions may be subject to discipline and/or other sanction consistent with District policies and procedures. In addition to any other sanction imposed, the District may restrict or remove an official’s, employee’s, or consultant’s access to the District email system or other technology resource upon determination of violation of this Policy.

## **TRAINING**

Training on the District’s email system and other technology resources will be administered by the Assistant General Manager. Officials, employees and consultants should contact Assistant General Manager or their point of contact person if they have any questions.

## **PROHIBITED USES OF DISTRICT EMAIL AND OTHER TECHNOLOGY RESOURCES**

The following uses of the District’s email system and other technology resources are not District-related business and are prohibited. A determination by the District that a District official, employee, or consultant has engaged in any prohibited conduct listed below may subject that individual to disciplinary action or other sanction, including but not limited to, termination; restriction on his/her use or access to the District’s technology resources, or such other remedies as may be authorized by District policies and procedures or applicable law.

1. Any use for or in connection with the establishment or conduct of outside employment, private, profit-making activity such as “for sale” notices and wanted ads or other, or for other personal or pecuniary gain or solicitation.
2. Support or opposition to, or fundraising for campaigns, for candidates running for elected office or for ballot measures.
3. Messages of a religious nature or promoting or opposing of religious beliefs.
4. Transmitting pictures, information, comments or other text that is insulting, offensive, disrespectful, discriminatory, demeaning, defamatory, pornographic, sexually suggestive, or sexually explicit.
5. Violates the District’s policies against discrimination, harassment or retaliation based on sex or gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ethnicity, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, military status, veteran status, or any other status protected by state and federal laws.
6. Threats of violence or abusive conduct, sexual or ethnic slurs, obscenities, or any representation of obscenities.
7. Libel, slander, or defamation.

8. The purchase of applications, programs or other items from the internet, through the use of a District email account or other technology resource, unless permission is granted by the District Manager.
9. Personal access to any type of social media, including but not limited to Facebook, Snapchat, Twitter, chat rooms, blogs, etc., except for District-run Web pages and blogs.
10. Use of software not required for District business or other official activities, use of software for games, or any other entertainment software.
11. Attempting to circumvent security and data protection policies.
12. Any violation of any District ordinance, resolution, policy, or procedure or any other action contrary to the best interests of the District.
13. Any use related to promoting, planning or participating in personal activities, hobbies, or private events.
14. Any unlawful or illegal purpose.
15. For broadcast purposes District-wide, without the District Manager's approval.

Violations of this Policy shall be reviewed on a case-by-case basis. Violation of this Policy may result in loss of or restriction of a user's privileges to the District's technology systems at any time without prior notice. In addition, a District email user who violates this Policy may be subject to disciplinary or legal action up to and including termination from employment and/or criminal or civil penalties or other legal action.

#### **ACKNOWLEDGMENT OF RECEIPT**

Each District official, employee, and consultant shall, prior to commencement of work or services, shall sign an Acknowledgment of Receipt of this Policy, as set forth in Exhibit "A", attached to this Policy. However, this Policy applies to all District officials, employees, and consultants regardless of whether he or she has signed an Acknowledgment of Receipt of this Policy, as set forth in Exhibit "A" or otherwise.



**EXHIBIT "A"**

**ACKNOWLEDGEMENT OF RECEIPT FORM REGARDING THE NIPOMO  
COMMUNITY SERVICES DISTRICT'S DISTRICT POLICY ON USE OF EMAIL AND  
OTHER TECHNOLOGY RESOURCES**

I, \_\_\_\_\_, certify:

1. I have received and read a copy of the Email and Other Technology Resources Policy of the Nipomo Community Services District ("District"). I acknowledge and understand the terms of this Policy and agree to abide by them at all times.

2. I understand that violation of this Policy may result in result in loss of or restriction upon my privilege to use District email or other technology resources at any time without prior notice.

(If District Employee)

3. Please check box:  I further understand that my violation of this Policy may subject me to disciplinary or legal action up to and including termination from employment and/or criminal or civil penalties or other legal action.

4. Please check box:  I further acknowledge that this document will be placed in my personnel file.

Dated \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

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