



Castroville Community Services District

EMPLOYEE HANDBOOK

DRAFT #2

ADOPTED

Month 2022

Castroville Community Services District

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MISSION STATEMENT

The Mission of the Castroville Community Services District is to provide quality services to the community at the highest standard and in the most cost-effective manner.

10-00: PURPOSE OF THE EMPLOYEE HANDBOOK

We are pleased to present you with a copy of the Castroville Community Services District (DISTRICT) Employee Handbook. This Employee Handbook is intended to provide you with a general understanding of the DISTRICT'S human resource policies, benefits and rules. It is intended to familiarize you with important information about the DISTRICT as well as information regarding your privileges and responsibilities. Although it is not an employment contract or legal document, it is important that all employees read, understand, and follow the provisions of this Handbook.

This Handbook cannot anticipate every situation or answer every question about employment, nor can it provide information that answers every possible question. Additionally, circumstances will undoubtedly require that guidelines, practices, and benefits described in this Employee Handbook change. Accordingly, the DISTRICT must reserve the right to modify, supplement, or rescind any provision of this Employee Handbook from time to time, as it deems necessary. When changes are made, you will be provided with supplements, updates or a new Employee Handbook as soon as practicable.

The DISTRICT is constantly striving to improve its operations, the services that it provides to its customers, and its relations with its employees. You are encouraged to bring suggestions for improvements to the attention of the General Manager. Additionally, you should contact administration if you have questions that are not answered in this Employee Handbook.

The DISTRICT believes that, by working together, all employees will share a sincere pride in a safe and environmentally safe workplace and the services that we are here to provide.

20-00: DEPARTMENTAL GUIDING PRINCIPLES

20-01: ADMINISTRATIVE

The Administrative Department will:

- **Oversee all operations of DISTRICT business, including;**
 - a. Coordinating the planning and execution of ethical and open public meetings,
 - b. Operating the office facilities,
 - c. Administer personnel matters,
 - d. Provide administrative support to the Board and Committees, and
 - e. Provide certain elements of financial control.

20-02: FINANCE

The Financial Department will:

- a. Prudently manage the DISTRICT'S funds,
- b. Provide timely financial information, and
- c. Coordinate income and the payment of accounts.

20-03: OPERATIONS

The Operations Department will:

- a. Perform the full range of duties necessary for the maintenance and operation of the water treatment, distribution, and waste collection systems, thereby delivering safe, reliable drinking water to DISTRICT customers.

20-04: CUSTOMER SERVICE

The Customer Service Department will:

- a. Communicate with and give support to the DISTRICT customers,
- b. providing them with information on service, water conservation, leak detection and billing,
- c. Handle all aspects of billing and record keeping for customer accounts, and
- d. Develop good relations with the DISTRICT Community.

20-05: DISASTER SERVICE WORKER

As a public employee, it may be necessary for you to report to work during a widespread emergency or disaster. After you ensure the safety and welfare of your family, you will be asked to report to work for assignment to help perform a task within your training or abilities. It will possibly be a task that you do not normally perform and during abnormal work hours.

30-00: INTRODUCTION TO EMPLOYMENT

30-01: ROLE OF THE GENERAL MANAGER

The General Manager is an employee of the Castroville Community Services District (DISTRICT) and has an employment agreement which specifies his or her terms of employment. The General Manager is the administrative head of the DISTRICT under the direction of the Board of Directors. He or she shall be responsible for the efficient administration of all the DISTRICT'S affairs which are under the General Manager's control. The General Manager plans, organizes, directs, coordinates and evaluates all DISTRICT operations, programs, and resources in accordance with short- and long-range goals, policy statements, and directives from the Board.

The General Manager shall be responsible for:

1. The implementation of policies established by the Board of Directors for the operation of the DISTRICT;
2. The planning, direction, and coordination of the day-to-day operations of the DISTRICT through the appropriate department heads or managers including administration, financing, maintenance, engineering, human resources, and others to effect operational efficiency;
3. The appointment, supervision, discipline, and dismissal of the DISTRICT'S employees, consistent with the employment policies established by the Board of Directors;
4. Attend and participate in DISTRICT Board meetings, prepare and present reports as necessary, represent the Board before external organizations including other agencies, governmental and regulatory entities, business and community groups;
5. Prepares bid and contract documents and requests for proposals for District projects and consultant contracts;
6. The supervision of the DISTRICT'S facilities and services; and
7. The supervision of the DISTRICT'S finances.

The General Manager serves at the pleasure of the Board. The Board will provide policy direction and instruction to the General Manager on matters within the authority of the Board during duly convened board meetings. Members of the Board will deal with matters within the authority of the General Manager through the General Manager and not through other DISTRICT employees. Members of the Board will refrain from making requests directly to DISTRICT employees (other than the General Manager) to undertake analyses, perform other work assignments, or change the priority of work assignments. As members of the public, Directors may request non-confidential, factual information regarding District operations from DISTRICT employees. If requesting public records, Directors must follow the DISTRICT'S Request for Public Records Policy.

30-02: OPEN DOOR POLICY

The DISTRICT promotes an atmosphere in which you, the employee, can talk freely with management. You are encouraged to openly discuss with your supervisor any problems so that appropriate action may be taken. If they cannot be of assistance, the General Manager is available for consultation and guidance. The DISTRICT is interested in the success and happiness of all its employees.

30-03: EQUAL EMPLOYMENT OPPORTUNITY

The DISTRICT is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, or anyone doing business with the district based on their actual or perceived: race (including, but not limited to, hair texture and protective hairstyles. Protective hairstyles includes, but is not limited to, such hairstyles as braids, locks, and twists), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law (collectively referred to as "protected characteristics").

30-04: EMPLOYMENT

All employees are hired on an "at will" basis until completion of their initial evaluation period unless under a written contract stating otherwise. This means that until you become a regular employee you may resign at any time and that the DISTRICT may terminate you at any time, with or without cause.

Any offer of employment may be conditional upon a designation of "medically qualified" through a pre-employment physical exam and negative drug screening analysis.

30-05: NEW EMPLOYEE ORIENTATION

As a new employee, you will be provided a formal orientation that will include: an initial meeting with your supervisor; a tour of the facilities; and a meeting with the General Manager to review benefits, office procedures and employee handbook. You will receive training as needed for your position, including basic training as outlined in your job description.

30-06: INITIAL EVALUATION PERIOD (INTRODUCTORY)

As part of the hiring process, you will go through an initial evaluation period. Exempt and Non-Exempt full and part-time employees will go through this period for one-hundred-and-eighty (180) calendar days. This "getting acquainted" period will provide management with the opportunity to see how you perform your job. It will also provide you with the opportunity to become comfortable with your position, the management, and working conditions. The DISTRICT may in some cases extend the initial evaluation period. At the end of the initial evaluation period, a performance evaluation will be conducted. The initial

evaluation period (including the performance evaluation) is considered part of the hiring process and your employment may be terminated at any time by either the DISTRICT or you.

Employees within this category are at-will. The district reserves the right to terminate the employment relationship of the introductory employee at any time, with or without cause or notice, and without the opportunity for appeal (Skelly Process).

30-07: EMPLOYEE CLASSIFICATIONS

Upon successfully completing this initial evaluation period, you will then be classified into one of the following categories.

Full-Time Regular Employee

Defined as employees who have successfully completed their initial evaluation period and performance review and are assigned a definite work schedule of at least 30 hours per week and their employment is expected to continue for an indefinite period of time.

Part-Time Regular Employee

Defined as an employee who has successfully completed the initial evaluation period and is assigned a work schedule of less than 30 hours per week and is expected to continue for an indefinite period of time. Part-time regular employees will be eligible for vacation, sick leave, and holiday benefits as described later in this handbook.

Temporary Employees

Defined as an employee who is hired to perform a specific task or to be employed for a temporary period of time. Temporary employees are not eligible for benefits.

Employees within this category are at-will. The district reserves the right to terminate the employment relationship of the introductory employee at any time, with or without cause or notice, and without the opportunity for appeal (Skelly Process).

Non-Exempt/Hourly Employee

These employees receive overtime pay. Defined as an employee who is paid wages for each hour of work performed, and who is eligible to receive overtime pay according provisions of the Fair Labor Standards Act (FLSA)

Exempt Employee

Refers to employees who are exempt from overtime and other provisions of the Fair Labor Standards Act (FLSA).

30-08: REHIRED EMPLOYEES

Employees who are rehired following a break in service in excess of one (1) year, other than an approved leave of absence, must serve another initial evaluation period, whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their re-employment for all purposes, including the purposes of measuring benefits.

30-09: PROMOTIONS

It is the DISTRICT'S intent to promote from within whenever possible; however, it is in the DISTRICT'S best interest to fill all positions with the best qualified individual. When opportunities occur within the organization, promotions and transfers will be based upon an employee's qualifications and performance.

30-10: WORK HOURS

The normal work hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., depending upon operational requirements. Since the DISTRICT is a service organization, normal work may fluctuate with customer demand. As a general rule, departments are to be staffed from 8:00 a.m. to 5:00 p.m. with the exception of the lunch hour, to be determined with management.

If changes in your work schedule are required or desired, your supervisor will notify you or respond to your request at the earliest opportunity. You may be required to work overtime or hours other than those normally scheduled. It is the DISTRICT'S intent to allow you maximum flexibility in scheduling your time while still meeting the needs of the DISTRICT. With written authorization from the General Manager, all part time regular employees may be assigned to work specific hours/days within the designated times of 8:00 a.m. to 5:00 p.m. Monday through Friday.

30-11: WORKING FROM HOME

Due to the emphasis placed on customer service at the DISTRICT, coupled with the synergism that is produced with staff working together, working at home will generally be discouraged. In order to work from home, each staff member must have prior approval from their supervisor and an itinerary must be provided to the supervisor including details of work to be performed.

30-12: OVERTIME AND ON-CALL

OVERTIME

(Non-exempt positions)

Due to varying workloads and cycles throughout the year at the DISTRICT, employees in non-exempt positions may be asked to work beyond their normal shift. Although the DISTRICT will endeavor to provide advance notice of an overtime request, this is not always possible. All other overtime work must be approved by the General Manager in advance of being worked, when feasible.

As required by law, overtime pay is based on actual hours worked. Time off for sick, will not be considered hours worked for purposes of performing overtime calculations. Though Special Districts are exempt from *CA Daily Overtime* provisions, the DISTRICT chooses to offer and abide by CA overtime provisions as outlined below:

<u>Daily:</u>	Up to 8 hours – straight time Over 8 hours – time & one-half Over 12 hours – double time
<u>Weekly:</u>	Up to 40 hours – straight time

Over 40 hours – time & one-half

7th Day: Time and one-half for the first 8 hours worked and double time for hours worked in excess of 8 hours on the 7th consecutive day of work in a workweek.

In lieu of overtime pay, paid compensatory time-off may be given to non-exempt employees at the same overtime rate in which it was earned if you and the DISTRICT agree to the time off from work in lieu of earned overtime pay. By law, you must request in writing your desire for compensatory time off in lieu of overtime monies. If you wish to take compensatory time, a written request for the time off must be submitted and approved by your manager at least three (3) days in advance of the time requested. Compensatory time for non-exempt employees must be taken within thirty (30) days following the date on which the overtime was worked.

For exempt personnel, no compensatory time will be accrued. Requests for time off with pay must be made in writing and approved by the General Manager in advance of the time being taken.

Non-approved overtime will be paid though may subject the employee to disciplinary action.

Time Worked

You must record all time worked on your weekly time sheet, including time worked over your normal schedule.

Holidays Worked

Non-exempt employees who work on a District-recognized holiday shall be paid their straight-time rate of pay for hours actually worked on the holiday. Unused holiday time will be carried at straight time and should be used within 30 days.

ON CALL DUTY

On-Call Duty is required for all operations and maintenance personnel. Operators will be scheduled to rotate on-call duty so that emergency calls can be answered 24 hours a day, 7 days a week. The Operators are assigned by the General Manager. On-call duty is normally assigned in two (2) consecutive seven (7) day increments. On-call duty starts on a Thursday at 8:00am and ends on a Thursday at 8:00am.

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

COMPENSATION FOR ON-CALL:

- The on-call person receives 1.5 times hourly rate for six (6) hours of on call duty for the 7-day period. In addition, they will be paid overtime for after-hours “call-outs.”
- A call-out will pay a minimum of two hours of overtime pay. A call-out that lasts over two hours will be paid according to actual time.
 - If the call is completed after the first two-hour period, and another call-out occurs, a new two-hour minimum pay period will commence.
 - If, however, the subsequent call-out begins before the two-hour period has ended, it is considered a continuation of the previous call-out.
- Some emergency calls can be handled by the Operator from home either by telephone or by SCADA controls without a call-out. This time is not considered a call-out for additional compensation purposes.
- If the on-call employee does not respond within thirty (30) minutes the on-call employee will not be paid for half of the on-call compensation.
- If the on-call person is sick, the General Manager will assign alternate on-call coverage and each operator would receive a portion of the 6 hours overtime (Weekend 2 days=3 hours and Weekday 5 days=3 hours).

30-13: ATTENDANCE AND ABSENTEEISM

The DISTRICT relies on you to consistently provide “high-quality, cost-effective customer service.” You must routinely interact with other staff, members, water customers, vendors, and the general public to effectively meet these objectives. Good attendance is essential to providing these objectives and is an indicator of effective employee performance.

It is recognized that you will have periodic absences for illness or personal matters, but recurring and excessive absences and/or tardiness adversely affects productivity, morale, workflow, and service while directly impacting the DISTRICT’S ability to meet its challenging goals.

The professionalism that you bring to your position and the DISTRICT is valued and it is anticipated that you will manage your own good attendance. There are occasions, however, when attendance guidelines are beneficial and necessary to direct employees and supervisors.

The attendance policy of the DISTRICT will be followed only to the extent allowed by law and is not meant to circumvent or abrogate any existing provisions of the FEHA, ADA, ADEA, or other state or federal law and/or regulation.

The guidelines are intended to be straightforward and concise. They are subject to management discretion and allow for flexibility in addressing individual attendance situations. Your manager will consider State and Federal laws, family and medical leave issues, the demands of different work units, the DISTRICT’S policy, your performance, your attendance history, and individual circumstances when assessing appropriate steps to correct attendance problems.

The DISTRICT intends to maintain a positive environment that supports its goals while recognizing individual needs and circumstances. If attendance issues arise, please speak

with your supervisor who can discuss the impact of your attendance on the DISTRICT'S goals and your individual performance.

30-14: REST AND BREAK TIME

Employees working an eight-hour day are encouraged to take a 15-minute break in the morning and a similar break in the afternoon in order to "break" up the day and as a relief from office routine and tension. Non-exempt employees are required to take at least a 30-minute lunch break. An exception could be made if working less than eight hours/day (i.e., six hours). Under these circumstances, please meet with your supervisor for their decision of whether or not to require you to take a lunch break.

30-15: COMPENSATION PLAN

The foundation for the DISTRICT'S compensation is based upon budget limitations and the following key principles:

Factors considered in establishing the base pay for new hires, are pay for the position, education, previous work experience, certifications, and other relevant factors.

For existing employees, adjustments to your base salary generally occur as a result of a performance appraisal, budget approval, a promotion, or a significant increase or decrease in job responsibilities as well as business circumstances and other relevant factors.

Compensation Review and Merit Increase

Performance Reviews occur annually. Your supervisor and the General Manager will evaluate your performance based on the outcome of the performance appraisal, the position of the salary within the range and job responsibilities.

Merit increases, if any, are given based on performance and in accord with current business circumstances and budget approval of the DISTRICT. All of these factors determine salary changes within the pay range.

Note: Any employee on written warning (or probation) may be ineligible for merit pay increases, certification incentive, promotion, and flex time.

Certification Incentive

Certain personnel holding positions in the Operations and Maintenance (O&M) Departments are required to obtain certification commensurate with their position from the California Department of Public Health (CDPH), California Water Environment Association (CWEA), the American Water Works Association California/Nevada Section (AWWA CA/NV), State Water Resources Control Board (SWRCB), or other certifying boards.

Those who become employed by the DISTRICT in positions requiring certification and whose employment commences after the effective date of this certification requirement, must obtain the specified grade of certification within one (1) year following the date upon which they have fulfilled the experience requirement. However, employees must obtain the required level of certification before the employee can be promoted to any other position for which the employee applies. For more information on what type of certification is required, employees should refer to the classification job description and discuss with

the General Manager. **The certification incentive must be pre-approved by the General Manager.**

The DISTRICT shall pay one-time incentive pay of two hundred fifty dollars (\$250) per certificate for employees who obtain the following certificates from the CDPH: Water Distribution Operator I, II and Water Treatment Operator I, II; CWEA: Collection System Maintenance I, Backflow Prevention Assembly Tester, CDL Class B and any other pertinent certifications in which the General Manager approves.

After providing proof of completion of a course of study or passing of a certification or licensing exam, employees will be reimbursed for the cost of licenses, certificates and renewals which are required to perform their job duties.

Certification Pay

As an incentive to encourage employees to acquire knowledge in areas related to current or future position(s), the DISTRICT provides a one-time, \$1 pay increase per hour; incentive pay subject to General Manager recommendation and also subject to Board approval. The General Manager is authorized to increase merit pay when an Employee has received a certification in Water, Sewer, Distribution CDL Class B and Collection that has been pre-approved by the General Manager. For the Office Staff, Certificates and/or Degrees that enhances and improve performance will be subject to the same incentives.

Employees who are on Initial Evaluation are not eligible to receive certification pay until the employee completes the initial DISTRICT Initial Evaluation period and satisfy the current job specification certification for new employees.

Only one (1) certification incentive will be approved above the requirement of the current classification. To avoid confusion as to which certifications are authorized, the employee should request approval from their immediate supervisor and the General Manager or designee before beginning this program.

Promotional Increase/Demotion

A promotion occurs when you accept a position that is in a higher-level grade. A pay increase is generally given to recognize increased job responsibilities.

A demotion occurs when you accept a job at a lower level. A corresponding pay decrease could occur to recognize decreased job responsibilities.

Administrative Increase/Decrease (Adjustment)

An administrative increase is an increase in salary within a salary range. It is given to recognize employees who accept a significant increase in responsibilities or have demonstrated significant “growth” in a position.

Current salary level, increased responsibilities, current business circumstances, and budget approval will be considered when determining a possible salary increase.

An administrative decrease is a decrease in salary within a salary range if the value of the job has decreased.

30-16: PERFORMANCE APPRAISALS

The DISTRICT has a policy of annually evaluating your job performance as a means of measuring the efficiency and effectiveness of operations and providing you with meaningful information about your work. Effective performance evaluations also aid in making personnel decisions related to such areas as training, merit pay increases, possible promotion, job assignments, retention, and long-range planning. The process is intended to be participatory in nature, involving you and your supervisor.

The process is designed to be as objective as possible, focusing on overall performance in relation to job responsibilities and also consider conduct, demeanor and record of attendance and tardiness. In addition, special written performance evaluations may be conducted by your manager at any time to advise you of the existence of performance or disciplinary problems. The use of such a system does not waive either the DISTRICT'S or your right to terminate employment at any time with or without cause.

Overview for new hires

As a new employee, you will be evaluated at the end of your initial evaluation period to provide management with the opportunity to review your job performance. It will also provide you with an opportunity to become comfortable with your job position. Major objectives will be outlined by your manager at this evaluation.

Thereafter, along with all other employees, you will be evaluated yearly. A performance appraisal will be used to inform you of your performance during a review period and set new goals for the coming year. It will also be used to determine the appropriateness of a salary adjustment within the established guidelines for the current salary level and job classification.

30-17: ACCESS TO PERSONNEL RECORDS

Employee files are confidential and are to be treated as such. Access to employee files is limited to the following:

Persons Other than the Employee

Other employees of the DISTRICT may have access to personnel files only if they have a "need to know." This means access is limited to:

- Management considering an employee for promotion or transfer into their departments; and
- Others only as specifically authorized by the General Manager.

Non-employees may not, except with specific authorization, have access to the personnel files. Generally, such access will be granted only upon advice of legal counsel. Access of outsiders to information in a file is governed by the DISTRICT'S policy on references, described in the section "Employment Reference Checks."

The Employee

You may inspect your own personnel file in the presence of the General Manager or designee. You may designate a representative to inspect/receive a copy of your personnel file.

40-00: PAYROLL ADMINISTRATION

40-01: TIME SHEETS

You are required to keep an accurate record of your time on the time sheet forms provided by the DISTRICT. The use of time sheets assures proper cost accounting. Vacation, sick, and holiday time and overtime must be entered on the time sheet. Exempt and non-exempt employees fill out forms. You must submit signed time sheets at the end of each pay period to the General Manager for approval. The time sheet should be completed in a neat and orderly manner (so that all entries are easily read).

40-02: PAYDAYS

Pay Periods and Paydays

Each pay period contains fourteen (14) consecutive calendar days. Pay periods begin at 12:01 a.m. on every other Thursday and end at 12:00 p.m. every other Wednesday.

You are paid on a bi-weekly basis (every other Friday) for the previous two weeks. DISTRICT paydays occur on the Friday following the end of the pay period.

Employees are expected to report any errors in a paycheck to the General Manager and he will coordinate any appropriate corrections with the Office Manager.

40-03: PAYROLL DEDUCTIONS

State and Federal laws require the DISTRICT to make proper deductions on its employees' behalf. Amounts withheld vary according to earnings, marital status, and number of exemptions claimed on the annual W4.

40-04: DEFERRED COMPENSATION

When you make any changes that affect the amount of money deducted from your paycheck, it is your responsibility to give a copy of the paperwork to the Payroll Administrative department so that changes can be made to your paycheck at least 10 days prior to the next payroll affected by the change.

40-05: CHANGING YOUR EMPLOYEE INFORMATION

Your current address and phone number are essential for many purposes. These changes should be noted in writing or via email as soon as possible. You are solely responsible for notifying the General Manager of changes in your personal status including, but not limited to:

- Name and/or marital status
- Address and/or telephone number
- Bank account details (if paid by Direct Deposit)
- Number of family members qualifying for benefits
- Tax payroll deductions
- Emergency contact information
- Changes to deferred compensation

40-06: GARNISHMENTS

A garnishment is a court or State order requiring the DISTRICT to remit part of an employee's wages to a third party in payment of a just debt. Because garnishments involve the DISTRICT in its employees' private financial affairs, it is requested that you handle your finances appropriately. Required deductions include Federal Income Tax, FICA "Medicare Only" Contribution, State Income Tax, Social Security and CalPERS.

50-00: EMPLOYEE BENEFITS

50-01: INTRODUCTION

The DISTRICT has developed a broad, comprehensive set of employee benefit programs to supplement your regular wages. The DISTRICT is continually investigating opportunities to improve its benefits as budget limitations permit.

These employee benefit programs consist of two categories: insured and uninsured. Insured benefits are those that the DISTRICT pays for through an outside source. Examples of these benefits are Medical, Dental, Vision insurance for qualified employees.

Examples of uninsured benefits are vacation, sick and holiday pay. These are benefits that are paid for directly by the DISTRICT and are available to you with conditions and specifications summarized in the following pages.

50-02: HEALTH INSURANCE PLANS

The DISTRICT provides medical, dental, and vision coverage, to eligible employees and dependents. Eligible employees are defined as regular full-time employees scheduled to work at least 40 hours per week. Upon eligibility, the Office Manager will provide a summary and detail of the plans.

50-03: COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) was enacted to protect employees and their eligible family members by allowing them to continue their group health insurance under the employer's plan at affordable group rates. Employees are notified at hiring of their rights under this law and it is the employee's responsibility to notify the DISTRICT of any qualifying event (defined below) within 60 days of the event. Specifics of COBRA include:

Qualifications

Any employee/eligible family member who loses regular group eligibility because of a qualifying event is eligible for enrollment under COBRA.

Qualifying Event

Qualifying event is defined by COBRA regulations and includes loss of coverage due to: termination of employment; reduction of hours; death of employee; divorce or legal separation; dependent child ceasing to be a dependent; bankruptcy of employer. *It is the employee's or eligible family member's responsibility to inform the DISTRICT (Administration) within 60 days when a qualifying event takes place.*

50-04: WORKERS' COMPENSATION PROGRAM

The DISTRICT provides workers' compensation coverage. This coverage protects you if you are injured or disabled on the job. It also provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work related injuries. Compensation coverage begins from the first day of your hospitalization or after the third day following the injury if you are not hospitalized.

The cost of this coverage is completely paid for by the DISTRICT. Accumulated Sick Leave may be used for the three-day waiting period, and to bring the employee's compensation up to, but not greater than, the employee's regular gross pay, at the discretion of the General Manager.

If you are injured while working, you must immediately report such injuries to your supervisor, regardless of how minor the injury might be. If you have any questions regarding this workers' compensation coverage, you should contact the General Manager.

Workers' Compensation Disclaimer Notice

The DISTRICT or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of your voluntary participation in any off-duty recreational, social or athletic activity which is not a part of your work-related duties.

Return-to-Work Program (RTW)

In an effort to minimize serious disability due to on-the-job and off-the-job injuries and illnesses and to reduce workers' compensation costs (if applicable), the DISTRICT has developed an early Return-to-Work Program Policy. This policy is consistent with the DISTRICT 'S responsibilities under the Americans with Disabilities Act to provide reasonable accommodations to persons with disabilities.

Supervisors will assist by directing the employee to appropriate care and assisting in proper reporting of the injury or illness while maintaining a positive and constant flow of communication with the injured worker. They will also assist in arranging work which meets "light duty" restrictions, as needed, to reduce lost time. The DISTRICT management staff will work with the workers' compensation carrier (if applicable) and the physician to assist with the assessment of the employee's ability to return to work. Together they will actively encourage the treating physician to release the injured worker to work as soon as possible.

By this joint effort, the DISTRICT will help the injured/ill worker recover at a more rapid rate, gain production for wages paid, minimize the employees' wage loss, and reduce workers' compensation costs.

50-05: CALIFORNIA PUBLIC EMPLOYEE RETIREMENT SYSTEM (CALPERS)

The DISTRICT participates in the CalPERS Retirement System. Membership is mandatory for employees who are eligible. It is the CALPERS Defined Benefit Plan 2%@ 60 and 2% @ 62 (PEPRA). CalPERS uses contributions of the employer and the employee to pay for employee retirement benefits. The DISTRICT also deducts your pay for Social Security benefits. See the CalPERS Handbook or CalPERS website for more information.

Retiree Health Benefits

At the option of the employee, the DISTRICT will provide continued medical benefits (no dental or vision) for retired employees and qualified dependent(s) provided the minimum requirements established by the DISTRICT are met. The requirements shall be as follows per tier one and tier two:

- A. Tier one: If the employee is hired before January 1, 2013, the employee shall be at least fifty (50) years of age upon retirement and have a total of 20 years of service with the DISTRICT to be eligible for 100% retiree health benefits for themselves and their qualified dependent(s) spouse or registered domestic partner upon retirement. If the following criterion is not met, then the minimum employer contributions for health benefits upon retirement will apply with CalPERS.
- B. Tier two: If the employee is hired on or after January 1, 2013, the employee shall be at least (52) years of age upon retirement and will only receive the minimum employer contribution for health benefits upon retirement with CalPERS.

50-06: TAX DEFERRED COMPENSATION PROGRAM

The DISTRICT provides the opportunity for all employees to enroll in a payroll tax deferral plan called, "Deferred Compensation 457". All contributions to this plan are made by the employee on a voluntary basis. Contributions are made by payroll deduction. Such amounts deducted are not included currently in your taxable income. Thus, if you elect to participate in this plan and have amounts deducted from your pay, you will see a reduction in salary, but not to the extent of the total amount deducted.

Tax Benefit

Compensation deferred under the plan, together with all earnings (interest) on such contributions, are subject to Federal and State income taxes only in the year in which such amounts are distributed or made available to you or your beneficiary.

Contribution Limits

You may contribute the maximum allowed by law into the plan. These amounts may be lower, if you participate in more than one deferred compensation program. Employees who do should consult their tax advisor. You may also be eligible for a catch-up contribution provision.

Withdrawals

You may withdraw all or part of your contributions, together with the interest earned thereupon, subject to appropriate tax withholdings, upon the occurrence of one of the following: termination of employment on account of death, retirement or other cause; permanent disability; the attainment of age seventy and one-half; or the facing of an unforeseeable emergency. An unforeseeable emergency includes any severe financial hardship to the participant caused by sudden or unexpected illness or accident of the participant or his or her dependent, a casualty loss, or some other similar extraordinary circumstance caused by events beyond the participant's control. Home purchases and payments of college tuition do not qualify as unforeseeable emergencies under this definition. Eligible employees may withdraw all or part of their contributions plus earnings. Several withdrawal options are available.

Reports/Statements

These are sent to your home address at least quarterly by the vendor. It is your responsibility to verify the information for accuracy.

Investment Options

You can choose among several different investment options, including high interest, money market, stock, bond, balanced, or a combination of these.

Deferred Compensation Sources:

*AIG RETIREMENT SERVICES
P.O. Box 15648
Amarillo, TX 79105
1 (800) 448-2542*

Note of Caution

The DISTRICT is the administrator of this plan on behalf of the employee participants. No investment advice should be given to you by your manager or any other employee. Employees seeking investment or tax advice should consult with their independent investment and/or tax advisor.

Any questions with regard to enrollment into this plan should be referred to the General Manager.

50-07: EDUCATION

Professional Courses and Specific Job-Related Courses

Upon approval, the DISTRICT may pay for professional and job-related course tuition, required materials, and exam fee expenses.

Seminar Attendance and Education Reimbursement

It may be necessary for employees to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of the DISTRICT or the individual employee. Attendance at such activities may be required by the DISTRICT *or requested by individual employees*. However, attendance *will not* be considered an officially authorized activity, subject to the policies on reimbursement and compensation, unless prior written approval has been given by the General Manager.

To obtain approval, employees wishing to attend an activity must submit a completed Request for Training/Travel Form to the General Manager all relevant information, including date, hours, location, cost, expenses, nature, purpose and justification for attendance.

Seminar Attendance

Where attendance is required or authorized, the DISTRICT will reimburse reasonable expenses that generally include registration fees, materials, meals (excluding alcoholic beverages), transportation and parking. Reimbursement policies regarding these expenses should be discussed with the Office Manager in advance. Employee attendance, *when required*, will be considered time worked in accordance with applicable state law and the FLSA.

Seminars, conference attendance and other training programs in which an employee's participation would be beneficial to the DISTRICT may be approved by the General Manager on an individual discretionary basis and based on available funding.

For more information, please refer to the DISTRICT Expense Reimbursement and Travel Policy.

Education Reimbursement – The Employee Tuition Reimbursement Program is intended to reimburse out-of-pocket expenses for tuition, books, supplies and other incidental expenses specifically associated with an employee's course of study and encourage employees to continue their education to meet present and future DISTRICT needs to:

- Increase effective work performance and employee efficiency;
- Facilitate the DISTRICT promotion from within; and,
- Attract and retain individuals having potential for advancement.

Eligible Courses/Tuition and Book Reimbursement

Based on an employee's advance submission of a completed Education Reimbursement request form, and General Manager's approval, a regular full-time employee will be reimbursed for *books and tuition* for a job-related course of study. In order to assure that the particular educational program is authorized, the employee is required to submit a course/class description along with the reimbursement form. The General Manager shall evaluate the job relationship to the course of study based on the employee's current or potential future job description.

The employee will receive reimbursement of the course if the employee receives a grade of "C" or higher. Confirmation transcripts or evidence which verifies the student's grade or "pass/fail" completion must be submitted to the General Manager upon completion of the course and prior to receiving reimbursement.

Courses must be taken on the employee's own time unless otherwise authorized by the General Manager or designee.

Additional Requirements

- You are responsible for registration and ordering of any necessary materials.
- It is your responsibility to provide your supervisor and the General Manager with transcripts after completion of the course.
- If you do not have a 'C' grade or better, you will not be reimbursed for expenses.

50-08: PAID TIME OFF

Vacation

The DISTRICT offers paid vacation benefits that, in addition to enjoying opportunities for leisure time away from work, may also be used for personal time off due to personal appointments, family matters, school activities, religious observances, and other personal

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obligations. All employees are encouraged and expected to take no less than one (1) week or forty (40) hours of vacation annually for rest and relaxation.

Eligibility

All regular, full-time employees are eligible to accrue paid vacation leave. Employees who are serving in an initial six (6) month Initial Evaluation period accrue paid vacation but are not eligible to take paid time off unless prior authorization has been received from the General Manager. Vacation leave is accrued each pay period. Thereafter, eligible employees accrue vacation benefits based upon length of continuous service with the DISTRICT. Vacation benefit hours may be discontinued or suspended during certain types and durations of leaves of absence including Military Leave in excess of thirty (30) calendar days.

Accrual

Based on the length of continuous service, the following vacation accrual schedule shall apply. Based on the employee regularly scheduled to work 40 hours per week, you will be paid a prorated portion of vacation pay. For example, if you regularly work 30 hours per week, you will earn $\frac{3}{4}$ of the schedule listed in the chart below.

VACATION ACCRUAL SCHEDULE

Years of Eligible Service	Vacation Days Accrued Each Month*	Vacation Days Accrued Each Year*	Maximum Days Accrued (vacation Cap)*
Upon Eligibility (cannot be used until completion of 6 month Initial Evaluation Period)	.83 Days	2 Weeks* (10 Days)	4 weeks* (20 Days)
After completing 5 Years (upon starting the 6 th year)	1.25 Days	3 Weeks* (15 Days)	6 Weeks* (30 Days)
After completing 9 Years (upon starting the 10 th year)	1.66 Days	4 Weeks* (20 Days)	8 Weeks* (40 Days)
After Completing 24 Years (upon starting the 25 th year)	2.08 Days	5 Weeks* (25 Days)	10 Weeks* (50 Days)

Maximum Accrual (Vacation Cap)

Employees are encouraged to use their accrued vacation benefits each calendar year. Vacation time is accrued throughout the year and is pro-rated and credited at the end of

each pay period. The maximum accrued benefit that an employee may accrue at any one time will not exceed the equivalent of 2.0 times the amount of your current annual accrual rate (as described in the far-right column of the above schedule). If the earned but unused vacation benefits reach this maximum, accruals will be "capped" and the employee will not accrue until unused vacation is used or otherwise reduced as provided in this policy. When you use paid vacation time and bring the available amount below the cap, vacation accrual will begin again.

Cash-Out

As stated, the DISTRICT encourages employees to take time off away from work for rest, relaxation and personal pursuits. However, this policy has been established to ensure that eligible employees will have the option to cash out accrued vacation hours within the guidelines of this policy and upon approval by the General Manager.

Employees are provided the opportunity to cash out a portion of their unused available Vacation time once per fiscal year. After cashing out available vacation, employees must have a remaining vacation balance of eighty (80) hours still available. Cash out amounts will be paid at the employee's current rate of pay and will not count as 'paid' hours toward accruing additional Vacation hours.

Request for Vacation Cash Out

All requests for Vacation cash outs must be in writing and submitted to the General Manager as far in advance as possible in order to receive it within the following pay period.

Holidays During Vacation

If an observed holiday occurs during a scheduled vacation and employees are otherwise eligible for holiday pay; such employees will be paid for the holiday rather than a vacation day.

Scheduling Vacation

The time at which a regular employee shall take vacation leave shall be determined with due regard for the employee's wishes and particular regard to the service needs of the department. Vacations will be approved if the General Manager finds that sufficient coverage can be maintained during the absence. It is the General Manager's task to determine the base level of service required to meet the DISTRICT's goals and objectives. Under extraordinary circumstances, the DISTRICT reserves the right to cancel previously approved vacations, unless doing so would prove to be an extreme financial hardship to the employee. In such cases, the DISTRICT will reimburse the employee for any committed and non-refundable expenses incurred by the employee.

Employees planning vacations exceeding three (3) weeks should give the General Manager as much advance notice as possible. All vacation leave must be approved by the General Manager prior to use.

Vacation time may be coordinated with other approved absences such as disability, family leave, or in observance of a religious holiday. Vacation pay will be based on the employee's base pay rate in effect at the time such vacation is taken. It does not include

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overtime or any special forms of compensation such as standby or other forms of pay otherwise available during normal work schedules. Payment for vacation time will be made on an employee's regularly scheduled payday.

The DISTRICT reserves the right, if necessary, to designate vacation periods during which employees are expected to schedule their vacations in order to accommodate overall work schedules and/or to ensure employees actually use their accrued vacation benefits. the DISTRICT may also direct an employee to take mandatory time off for a specified period if conditions warrant.

Upon separation of employment, you will be paid for accrued, but unused vacation time earned through the last day of work. Upon rehire, employees will begin to accrue vacation according to the above schedule with no carry-over of previous years of eligible service, unless the employee is rehired within 12 months in which case, previous years of employment will be credited.

Holiday

Regular, full-time employees are eligible for holiday pay from their date of hire. Eligible employees also receive holiday pay, without deduction of a vacation day, whenever the employee is on an approved vacation during which the DISTRICT observes a holiday.

Employees who are on an unpaid leave of absence as of the date the DISTRICT observes a holiday are not eligible for holiday pay.

Eligible employees are provided the following DISTRICT observed paid holidays each calendar year:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Working day immediately preceding Christmas Day (1/2)
11. Christmas Day
12. New Year's Eve (1/2 day)
13. One (1) Floating Holiday (see below)

Observed holidays falling on Saturday will be celebrated on Friday; those falling on Sunday will be celebrated on Monday.

Holidays will be counted as hours worked for purposes of overtime.

All regular full-time eligible employees who **work** on a designated holiday will receive holiday pay in addition to their base rate of pay for all hours actually worked.

Floating Holiday

The DISTRICT provides 1 floating holiday annually. Floating Holidays are available to eligible employees. One day is provided off for your month of your birthdate and must be requested to be taken within that month. Floating holidays are paid at your base pay rate at the time of leave and does not include overtime

Religious Holiday Accommodation

In order to reasonably accommodate the religious needs of employees, time off for religious observances that are not scheduled paid holidays observed by the DISTRICT may be taken, without pay or through use of accrued vacation, compensatory or management leave hours. Employees must give reasonable advance notice to their immediate supervisor. Reasonable notice is considered to be a minimum of fourteen (14) consecutive calendar days.

Holiday Conditions

- If the holiday falls on a Saturday, it will be observed on the preceding Friday. If it falls on a Sunday, it will be observed on the next Monday, unless otherwise noted.
- Employees on unpaid leave of absence for any reason, at the time of the holiday observance, will be ineligible for holiday pay.
- If a holiday falls during your approved vacation period, you will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.
- When computing overtime pay, you do not receive credit for paid hours on holidays that are not actually worked.

Bereavement Leave

In the event of a death in your immediate family, the DISTRICT may grant up to 32 hours leave for employees of paid time away from work. The intent of this benefit is to allow you to make arrangements for and/or to attend the funeral. Additional unpaid time off in the form of a personal leave of absence may be granted for special circumstances with the General Manager's approval.

For the purpose of bereavement leave, immediate family is defined as a mother, father, wife, husband, natural or adopted child, brother, sister, grandparent, grandchild, similar in-laws or step-relatives or any other person who resides with the employee.

Jury and Witness Duty

You should immediately notify your supervisor if you receive a notice for jury duty. If you are summoned for jury duty, you will be paid the difference between jury duty pay and your regular hourly rate, for days normally scheduled to work, for up to a maximum of five working days per year. Jurors released early from duty on workdays will call and ask their manager if they should report to work for the rest of the day.

If required by law to appear in court as a witness, you may be given paid time off for normal days worked up to a maximum of 40 hours for non-exempt (pro-rated for regular part-time) employees or four (4) days per year for exempt employees for such purpose,

provided that you provide the DISTRICT with reasonable advance notice and proof of such court order.

Time Off to Vote

In accordance with California State law, if your work hours do not allow sufficient time off to vote in California general, direct or presidential elections, the DISTRICT will offer two (2) hours paid time off for you to vote. To receive time off for voting, you must notify your supervisor and present a valid voters' registration card. When you return from voting, it will be necessary to present the voters' receipt to your supervisor. Time taken for the purposes of voting must be either at the beginning or end of the normal workday.

Inclement Weather

In the event the General Manager deems it necessary to close the office due to inclement weather, supervisors will be phoned, and they will contact employees. You should make the effort to come into the office unless you are notified otherwise. If you are unable to do so, you must try to communicate with a supervisor.

If the office is officially closed by a management decision, you will be paid for the day with no effect on your paid time off. If, however, the office is not closed and you do not come to work, you must use vacation time, "personal days off", or make other arrangements with your supervisor.

Sick Leave

An employee who works in California for 30 or more days within a year from the beginning of employment, is entitled to paid sick leave. An employee may use accrued paid sick days beginning on the 90th day of employment. Thereafter, eligible employees accrue 10 days of sick leave annually at the rate of 3.08 per pay period. The DISTRICT also provides for CalPERS sick leave credit. In addition, employees are encouraged to conserve sick leave should it be needed for an unexpected personal illness or disability, there is no limit on the maximum number of hours an employee can accumulate, and they may carry over from year to year.

Employees may not receive advances against sick leave accrual.

Employees who are absent from work due to illness or injury must notify their immediate supervisor as outlined in the DISTRICTS Attendance Policy.

Sick Leave Use

Sick leave is to be used for absences due to medical or doctor appointments, personal illness or injury, specific legally protected absences such as time off for crime victims, or to attend to an illness of a child, parent, spouse, or a registered domestic partner of the employee. All sick leave payments will be based on an employee's regular pay rate in effect at the time such payments are made. These payments will be coordinated with applicable disability insurance payments or Workers' Compensation Insurance benefit payments, so that all such payments will not exceed the employee's normal weekly gross earnings.

Full or partial days off due to illness or injury in excess of accrued sick leave by non-exempt employees will be taken without pay. Exempt employees who have used all of their accrued sick leave benefits continue to receive their salary for an occasional illness that is less than a full day under this sick leave policy. The salary of exempt employees who have exhausted their sick leave will be deducted for absences of a full day or more due to illness or disability.

Sick Leave Certification

Employees who are absent for four (4) or more consecutive workdays due to illness or injury, will be required to submit a health care provider's certification to substantiate the use of sick leave. In addition, before an employee may return to work, the DISTRICT may require a health care provider's written certification that the employee is capable of resuming their job responsibilities. Employees are not expected to disclose any diagnosis or private health information, but any material misrepresentations regarding the use of sick leave (e.g., using sick leave for an unqualified absence) may result in corrective action, up to and including termination.

50-09: UNPAID LEAVE OF ABSENCE

Personal Leave of Absence

Employees who have been continuously employed with the DISTRICT for at least one (1) year, may, due to special circumstances, request a personal leave of absence without pay, for a reasonable period of time up to thirty (30) calendar days. Requests for leaves of absence will be considered on the basis of length of service, performance, level of responsibility, reason for the request, whether other individuals are already out on leave and the expected impact on the DISTRICT.

Requests

A request must be submitted in writing and be approved in writing by the General Manager before a leave begins. A request for an extension of a leave of absence should be submitted in writing and approved in writing by the General Manager before the extended period begins. It is your responsibility to report to work at the end of the approved leave period. If you fail to report to work on the day after your leave expires, you will be considered to have voluntarily resigned.

Status of Employee Benefits During a Personal Leave: The DISTRICT does not pay for group insurance premiums during any portion of a non-medical leave of absence beyond the end of the month in which the leave begins. Coverage may be continued, at the option of the employee or dependents, by enrolling in COBRA continuation coverage. Failure to elect COBRA and pay premiums in a timely manner will result in termination of coverage.

California Family Rights Act (CFRA) / Family Medical Leave Act (FMLA)

It is the policy of the DISTRICT to grant or designate an unpaid leave of up to 12 weeks (and an additional 14 weeks for Service Members Leave) of federal Family Medical Leave Act (FMLA), and/or California Family Rights Act (CFRA) during any 12-month period to eligible employees. An employee may take leave in consecutive weeks, may use the leave intermittently (periodically, as needed), or may use the leave to reduce the workweek or workday, resulting in a reduced work schedule.

The DISTRICT will not interfere with, restrain, or deny the exercise of any right provided by this law, or discharge or discriminate against any employee because of involvement in any proceeding related to FMLA/CFRA. All FMLA/CFRA leaves of absence will be administered in accordance with applicable state laws.

To qualify to take FMLA/CFRA under this policy, the employee must meet ALL the following conditions:

- The employee must have worked for the DISTRICT at least 12 months, or 52 weeks. The 12 months, or 52 weeks, need not have been consecutive.
- The employee must have worked at least 1250 hours during the 12-month period preceding the first day of the leave.
- Employee must have given notice of need for FMLA/CFRA leave at least 30 days in advance or as many days as reasonably possible prior to the beginning of the leave.

Types of Leaves Covered

Leave under FMLA/CFRA may be taken for any one or more of the following reasons:

1. **Bonding:** Following the birth of a child or placement of a child for foster care or adoption, so long as the leave is concluded within 12 months of the birth and/or placement of the child. The basic minimum duration of intermittent leave is two weeks; however, the DISTRICT will grant an employee's request for a leave of less than two-weeks' duration on any two occasions. If the employee is requesting an intermittent leave of less than two weeks or a reduced work schedule, the employee and the DISTRICT must mutually agree to the schedule; the DISTRICT will consider the request based on a variety of factors but does not guarantee that all requests will be granted.
2. **Family Care:** The care of the employee's child, parent, spouse (additionally, CFRA includes domestic partner, parent-in-law, grandparent, grandchild, and sibling) with a "serious health condition. *Note: For CFRA leaves "child" includes a minor or adult biological, adopted, foster child, a stepchild, a legal ward, a child of the employee's domestic partner, and a person to whom the employee stands in loco parentis.*
3. **Employee's Serious Health Condition:** The "serious health condition" of the employee, which prevents the employee from performing the essential functions of the employee's job.
 - a. A "serious health condition" is one that requires in-patient care in a hospital or other medical care facility, or continuing treatment or supervision by a healthcare provider. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Employees with questions about what medical conditions are covered under FMLA/CFRA or under the DISTRICT's sick leave policy are encouraged to talk with the Office Manager.
 - b. Pregnancy related disabilities are **not** considered a "serious health condition" under CFRA because they are covered under a separate Pregnancy Disability Leave (PDL) requirement. Time off from work due to pregnancy, childbirth or a related medical condition under PDL is separate and distinct from the employee's right to bond with the

child under CFRA leave. Therefore a pregnant employee may take up to a maximum of four months (the time normally worked in one-third of the year, equivalent to 17 and a third weeks) of unpaid leave under Pregnancy Disability Leave (PDL), and ***in addition***, CFRA-eligible employees may take an additional 12 weeks of CFRA leave for “bonding” with the newborn child.

- c. Pregnancy related disabilities ***are*** considered a “serious health condition” under FMLA and will run concurrent with PDL. Therefore, if the employee does not exhaust the full 12-week period of FMLA during a PDL, the balance may run concurrently with CFRA bonding time.

4. *Military Qualifying Exigencies:* For employees whose spouse, domestic partner, child, or parent is on covered active duty or call to covered active-duty status to address qualifying exigencies which may include: attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

5. *Servicemember Family Leave:* Eligible employees whose spouse, child, parent or next of kin is a covered servicemember may take up to **26 weeks of FMLA** to care for that covered servicemember with a “serious injury or illness” during a single 12-month period. If the reason for the leave is also a 12-week CFRA qualifying reason the leaves will run concurrently. A covered servicemember is: 1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or 2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

Duration of Leave

Unless otherwise noted above, an eligible employee can take up to 12 weeks of FMLA or CFRA leave during a 12-month period (and for FMLA, the 14-week extension in cases of Servicemember Family Leave.) The DISTRICT will measure the 12-month period measured backward from the date an employee uses any leave under this policy.

Parents who are both eligible employees of the DISTRICT for CFRA leave to care for a newborn child, for placement of a child with the employee for adoption or foster care, are each entitled to 12 weeks of leave. Parents who do not have CFRA time available and who are both eligible employees of the DISTRICT for FMLA leave to care for a newborn child, for placement of a child with the employee for adoption or foster case, are entitled to a combined 12 weeks of leave.

Employees who are both eligible employees of the DISTRICT for Servicemember Family leave for the same family member are entitled to a combined total of 26 weeks of such a leave.

Employees whose 1) medical leave exceeds 12 weeks, 2) who do not have another district-approved leave, or 3) who do not return to work on the first work day following an approved FMLA or CFRA leave may be deemed to have voluntarily resigned their employment from the DISTRICT.

Health Insurance During Leave

While an employee is on FMLA and/or CFRA, the DISTRICT will continue the employee's health benefits (and dependent coverage as applicable) during the leave period at the same level and under the same conditions as if the employee had continued to work. The maximum entitlement for continued health benefits for FMLA and/or CFRA is up to 12 weeks during a 12-month period of paid coverage, with an additional 14 weeks for Servicemember Family leave (for up to 26 weeks total).

Any share of health insurance premiums which are paid by the employee prior to FMLA and/or CFRA (including dependent premiums) must continue to be paid by the employee during the leave or insurance benefits may be discontinued. An employee who fails to make any payment of premiums as required must reimburse the DISTRICT for any of those payments that may have been made by the DISTRICT.

For leaves related to pregnancy and childbirth, the obligation to continue to pay health insurance premiums (and dependent coverage as applicable) will continue to be paid at the same level and under the same conditions as if the employee had continued to work for the duration of the Pregnancy Disability Leave (see PDL Employee Handbook policy) in addition to up to 12 weeks of CFRA to bond with the newborn child.

If the employee's leave last longer than the time benefits are continued per the policy, the employee may continue group health insurance coverage through the DISTRICT in conjunction with COBRA.

If the employee chooses not to return to work for reasons other than a continued serious health condition or other approved leave extension or fails to work 30 calendar days once returning from leave, the DISTRICT will require the employee to reimburse the amount it paid for the employee's health insurance premium during the unpaid portion of the leave period.

Use of Vacation and Sick Leave

Employees may use available Vacation and Sick Leave during an FMLA and/or CFRA Leave. If the employee is eligible for benefits from any wage replacement insurance (SDI or PFLI), such benefits from the applicable plans will be coordinated with the FMLA and/or CFRA leave. The Office Manager can assist in helping employees understand how these benefits work together.

Other Benefits During Leave

Benefits (such as Vacation, Sick Leave, and holidays) are not earned during unpaid leave. However, upon return from FMLA and/or CFRA, the employee will resume the accrual schedule at the same level and under the same conditions as if the employee had continued to work.

Certification of Need for Leave

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An employee seeking FMLA and/or CFRA for the employee's own serious health condition or because of the "serious health condition" of a family member as defined above must provide the DISTRICT with a medical certification from the patient's health care provider establishing the need for the leave. The employee should respond to such a request as soon as possible and at least within 15 calendar days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of leave. Medical certification must be provided by using the *Certification of Health Care Provider* form.

Certification of the serious health condition must include: 1) the date when the condition began; and, 2) its expected duration. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind, or a statement that the employee is unable to perform the essential functions of the employee's position. For a seriously ill family member, the certification must include a statement that the patient requires assistance, and that the employee's presence would be beneficial or desirable.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment, and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The DISTRICT has the right to ask for a second opinion, (for employees, not family members) if there is reason to doubt the certification. We will pay for the employee to get a certification from a second health care provider, which the DISTRICT will select. In case of a conflict between the original certification and the second opinion, we may require the opinion of a third health care provider. The DISTRICT and the employee will jointly select the third health care provider, and we will pay for the opinion. This third opinion will be considered final.

An employee seeking CFRA for Qualifying Military Exigency Leave as defined above must provide the DISTRICT with a certification establishing the need for the leave. The employee should respond to such a request as soon as possible and at least within 15 calendar days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of leave. Exigent Circumstances certification must be provided by using the *Certification of Need for Exigent Circumstances* form. Upon return to work from CFRA Qualifying Military Exigency Leave, the employee will be required to provide the DISTRICT with appropriate documentation of attendance or completion of required item which will include information allowing the employer to identify the actual time dedicated to such circumstances.

For Servicemember Leave: Certifications must be signed by one of the following: Department of Defense (DOD) Health Care Provider; DOD TriCare network authorized private healthcare provider; or DOD non network TriCare authorized private healthcare provider.

Reinstatement

An employee who takes leave under and meets the requirements of this policy will be able to return to the same or comparable job. A "comparable job" must be one with the same pay, benefits, schedule, shift, responsibilities, job duties, and location. The

DISTRICT may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

Prior to returning from FMLA and/or CFRA for an employee's own serious health condition or pregnancy-related disability, the employee will be required to provide the DISTRICT with a release to return to work from their physician listing any specific limitations. Should the health care provider indicate limitations upon return to work, such limitations must be discussed with and approved by management. Return to work authorizations that do not either specifically identify limitations or state that the employee is able to perform all essential functions of the position will not be accepted. We are committed to engaging our employees in ongoing, meaningful dialogue regarding modifications at work.

Procedure for Requesting Leave

Except where leave is not foreseeable, all employees requesting leave under this policy must submit the request in writing to their immediate supervisor, with copy to Office Manager. When an employee plans to take leave under this policy, the employee must give 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. While not required under CFRA, an employee undergoing planned medical treatment is asked to make an effort to schedule the treatment times to minimize disruptions to the DISTRICT'S operations.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the DISTRICT receives notice. While on leave, employees are requested to report periodically to the DISTRICT regarding the status of the return-to-work date and the intent to return to work.

In cases where the DISTRICT is aware that time off may qualify for CFRA, the DISTRICT may preliminarily designate the leave as CFRA, pending completion of any required documentation.

Pregnancy Disability Leave (PDL)

The DISTRICT provides and grants to pregnant employees the right to take a Pregnancy Disability Leave (PDL) during the period of time that a healthcare provider determines the employee is actually disabled by pregnancy or a related medical condition (including breastfeeding) and is unable to perform the essential functions of her job or perform her duties without undue risk to herself or other persons for **up to** four months (the time normally work in one-third of the year, or 17 and a third weeks). Pregnancy disability leave may be taken intermittently, or on a reduced hours schedule, as medically advisable.

A pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties if the employee requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

Certification

Any request for a Pregnancy Disability Leave must be supported by medical certification from a healthcare provider, which shall provide the following information: (a) the date on which the employee became disabled due to pregnancy; (b) the probable duration of the

period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, her pregnancy, or to other persons.

In the case of a Pregnancy-Disability transfer, the medical certification shall provide the following information: (a) the date on which the need to transfer became medically advisable; (b) the probable duration of the period or periods of the need to transfer; and (c) an explanatory statement that, due to the employee's pregnancy, the transfer is medically advisable. Upon expiration of the time period for the leave or transfer estimated by the healthcare provider, the DISTRICT may require the employee to provide another medical certification if additional time is requested for leave or transfer.

Notification

In instances of other than medical emergencies, the employee must provide thirty (30) days' notice in advance of the date the leave is to begin and the estimated date upon which the employee will return to work. If it is not practicable to give thirty (30) days advance notice of the need for leave or transfer, the employee must notify the DISTRICT as soon as practicable after learning of the need for the pregnancy disability leave or transfer.

Benefits During Leave

Subject to the terms, conditions, and limitations of the applicable plans, health insurance premiums (and dependent coverage as applicable) will continue to be paid by the DISTRICT to the same degree it was provided before the leave began for the duration of the PDL, up to 4 months. At that time, you will become responsible for the full costs of these benefits if you wish coverage to continue (see Cal/COBRA policy). When you return from the leave, benefits will again be provided by the DISTRICT according to the applicable plans. If you do not return to work from an unpaid Pregnancy Disability Leave or return for less than 30 days and then resign, the DISTRICT requires you to reimburse the amount the DISTRICT paid for your health insurance premium during the leave period.

Benefits such as vacation, sick time, and holidays will be suspended during the leave and will resume upon return to active employment. An employee taking PDL may use available vacation or sick time for her leave and such use will be coordinated with any wage replacement insurance payments.

Return to Duty

An employee who has taken a PDL must notify the DISTRICT at least five days before her scheduled return to work or, as applicable, transfer back to her former position. An employee who timely returns to work at the expiration of her PDL will be reinstated to her former position, or a comparable position, whenever possible and consistent with applicable laws.

Upon completion of the leave, a written notice by the healthcare provider is required to authorize a return to work. Should the healthcare provider indicate physical limitations upon return to work, such limitations must be discussed with and approved by management. We are committed to engaging our employees in ongoing, meaningful dialogue regarding modifications at work.

Lactation Accommodation

The DISTRICT provides lactation accommodation for employees who wish to express breast milk while working. Please talk with the Office Manager to discuss lactation accommodation and the best solutions for your specific situation.

Employees may use paid rest break times in addition to requesting additional time (which may be on an unpaid basis), as needed. Components of our lactation accommodation include:

- The room will not be a restroom;
- The room will be in close proximity to the employee's workplace;
- Within the room, there will be an electrical outlet or a way for the lactating parent to charge a battery-operated breast pump;
- There will be a place to sit;
- There will be a shelf to place a breast pump or other personal items;
- The room will be free from intrusion;
- No toxic or hazardous materials will be present in the room; and
- The employee will have access to a sink with running water and a refrigerator (or alternative mechanism) in close proximity to the employee's work area.

Organ And Bone Marrow Donation

The DISTRICT will provide a leave of absence for employees who have been employed by the DISTRICT for a minimum of 90 days in order for them to be able to donate organs and/or bone marrow as a medical necessity. The leaves are treated as followed:

- **Organ Donation** –Paid leave up to 30 days, plus an additional 30 days of unpaid leave, for a maximum total of 60 days. Employees must utilize 2 weeks of earned but unused vacation or sick time if available.
- **Bone Marrow** – Paid leave up to 5 days. Employees must utilize earned but unused vacation or sick time if available.

Common to both

Multiple leaves may be allowed for organ and/or bone marrow donation in each 12-month period (measured backward from the date an employee uses any leave under this policy), but total amount of leave in either category may not exceed the maximum allowed during the period for that leave type. For example, an employee could take off twice during a 12-month period for Organ Donation leave as long as the total time taken did not exceed 30 days.

This time does not run concurrently with CFRA or FMLA. Employees requesting time under these programs may be required to have a healthcare provider certification prior to taking the leave stating that there is a medical necessity for the donation.

During the time the employee is off under either of these leave categories, the DISTRICT will continue to pay for group health insurance premiums at the same level as prior to the leave. In addition, the employee will continue to accrue any benefits, credits or other rewards provided if not on leave at the same rate as before the leave.

Upon completion of the leave, a written approval by the healthcare provider is required to authorize a return to work. Should the healthcare provider indicate physical limitations upon return to work, such limitations must be discussed with and approved by management. We are committed to engaging our employees in ongoing, meaningful dialogue regarding modifications at work. An employee who timely returns to work at the expiration of such leaves will be reinstated to their former position, or a comparable position, whenever possible and consistent with applicable laws.

Military Leave

The DISTRICT provides unpaid Military Leave to eligible employees. All non-temporary employees inducted into the U.S. Armed Forces (as defined by USERRA) will be eligible for re-employment after completing military service, provided:

1. You show your orders to your supervisor as soon as you receive them.
2. You satisfactorily complete your service.
3. You enter the military service directly from your employment with the DISTRICT.
4. You apply for and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months of active duty for training, you must apply within thirty (30) days after discharge.
5. Subject to the terms, conditions, and limitations of the applicable plans, health insurance premiums (and dependent coverage as applicable) will continue to be paid by the DISTRICT to the same degree it was provided before the leave began for up to 30 days. At that time, you will become responsible for the full costs of these benefits if you wish coverage to continue. When you return from a Military Leave, benefits will again be provided by the DISTRICT according to the applicable plans.

School Discipline Leave

Any employee who is the parent or guardian of a child, or grandparent who has custody of a grandchild is eligible for an unpaid school-discipline leave. The employee must have received a written notice from the principal of the school requesting his or her attendance at a conference to discuss the child's/grandchild's suspension from school. School-discipline leave is not available to employees who voluntarily consult with school administrators regarding a child's/grandchild's performance in school.

The DISTRICT may require the employee to provide a copy of the notice received from the school, prior to granting school-discipline leave, and may require documentation from the school as verification that the visit took place. The DISTRICT may ask the employee or the principal to briefly reschedule the conference if the employee's attendance at work is essential at the time originally scheduled. There is no limit to how frequently employees may be provided school-discipline leave. Employees must use vacation time during school-discipline leave. If an employee does not have any vacation time available, the employee may take unpaid leave.

Domestic Violence, Sexual Assault and Stalking Leave

If an employee is the victim of domestic violence, sexual assault or stalking, time off may

be necessary to seek judicial relief to help ensure the health, safety or welfare of the employee or a child. Unpaid leave will be given to any employee who needs time off to obtain a temporary restraining order, a restraining order, or other injunctive relief from a court, to serve on a jury or to appear in court.

An employee may use accrued, unused, sick time for the purposes stated under this policy. The DISTRICT will make reasonable efforts to maintain the confidentiality of an employee who requests Domestic Violence, Sexual Assault or Stalking Leave.

Time Off for Victims of Violent Crimes

The DISTRICT will not discharge or discriminate against employees who are victims of crime if they take time off for mental/physical injuries because of the crime, or to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. Affected employees must give the DISTRICT reasonable notice that they are required to appear in court, except for unscheduled or emergency court appearances. In such a case, the DISTRICT will take no action against affected employees if, within a reasonable time after the appearance, they provide the DISTRICT with evidence from the court or prosecuting attorney that they appeared in court. Such time off is provided on an unpaid basis, though available vacation may be used during this time.

Emergency Duty Leave

The DISTRICT will provide unpaid leave to volunteer firefighters, reserve peace officers, or emergency rescue personnel when they are required to perform emergency duty. You are expected to notify your supervisor as soon as you are aware of the need to perform emergency duty. "Emergency rescue personnel" is defined as any person who is an officer, employee, or member of a fire department or fire protection or firefighting agency of the federal government, the State of California, a city, county, city and county, district, or other public or municipal corporation or political subdivision of California, or of a sheriff's department, police department, or a private fire department, whether that person is a volunteer or partly paid or fully paid, while he or she is actually engaged in providing emergency services.

60-00: EMPLOYEE RELATIONS

60-01 Standards of Conduct

The following is a list of examples of unacceptable behavior, although it is impossible to list all such behaviors. Please note that if the DISTRICT chooses to correct an employee who engages in unacceptable behavior, the employee may be subject to disciplinary action up to and including termination.

- Poor performance, including absenteeism or tardiness.
- Using abusive or vulgar language, or causing disruption to the workplace, fellow employees, or visitors.
- Misuse of the DISTRICT'S monies, or removal of DISTRICT property or records that do not belong to you.
- Conducting non-business activities during working hours, including misuse of electronic systems for personal email, internet or fax, and

cell phone use per District policy. (Communication systems may be monitored at DISTRICT discretion.)

- Any action indicating a disrespect or disregard for the DISTRICT, its customers, suppliers, or vendors.
- Release of confidential information about the DISTRICT or its members.
- Falsification of forms, records, or reports including, but not limited to, time sheets, employment applications and member records.
- Possessing or bringing firearms, weapons, open containers of alcohol, illegal drugs, or chemicals on or to the DISTRICT'S property or reporting to work under the influence of drugs and/or alcohol.
- Insubordination by refusing to follow a supervisor's directions, or disrespectful, threatening, or intimidating conduct toward a manager, supervisors, directors, or other employees.
- Smoking in restricted areas.
- Destroying or willfully damaging the DISTRICT'S or another employee's property, records, or other materials.
- Non-compliance with safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
- Sexual harassment or other unlawful harassment of another employee.
- Failure to report involvement in an accident occurring on the job or involving the DISTRICT'S equipment or giving false information in accident or insurance reports.
- Willful failure to report to supervisor any significant omissions, errors or mistakes or accidental damage affecting work assignment, property, or equipment.
- Unauthorized opening of, or tampering with, locks in desks, doors, cabinets, etc., or unauthorized use of or duplication of keys.
- Behavior unbecoming a DISTRICT employee which would adversely prejudice public opinion of the DISTRICT.
- Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Division of Motor Vehicles by employees who must maintain such a license as a condition of their employment.
- Installing unauthorized software on the DISTRICT'S computer system.
- Inability to get along with co-workers, staff members, vendors, and/or Board Members.

60-02: PROGRESSIVE DISCIPLINE & SKELLY PROCEDURE

This policy does *not apply to temporary, or Initial Evaluation (introductory) employees as these employees within these categories are at-will*. Therefore, the district reserves the right to terminate the employment relationship of a, temporary, or introductory employee at any time, with or without cause or notice, and without the opportunity for appeal.

At all times, the DISTRICT expects employees to perform to the best of their abilities and to conduct themselves appropriately. If an employee performs at an unsatisfactory level, violates a policy, or commits inappropriate acts, they will be subject to discipline. The DISTRICT will administer a progressive discipline system that includes one or more verbal warnings, one or more written warnings, suspension, reduction in pay, demotion, and discharge. Progressive discipline is not mandatory, and the DISTRICT reserves the right to deviate from any order or form of progressive discipline when appropriate. Progressive discipline is also inapplicable to staff reductions and layoffs.

Progressive discipline requires that repeated offenses should normally carry more severe corrective actions than first offenses. A pattern of offenses after successive corrective actions should ultimately result in termination. This policy is a guide to constructive, progressive discipline to be used in deciding on corrective action for improper conduct by employees. When assessing the appropriate level of discipline in response to an employee's offense(s) the DISTRICT will consider the type and severity of the offense(s), as well as the number of occurrences. In most cases, corrective actions should be administered as outlined below, with time to assess whether the employee has corrected the deficiencies. Some conduct, however, may require proceeding directly to more severe levels of discipline.

Causes for Discipline

In addition to the Standards of Conduct, the following offenses may form the basis of a disciplinary action: employee misconduct, below standard performance, excessive attendance and tardiness, improper behavior with supervisors, fellow employees, or the public, use of alcohol or controlled substances at work, safety violations, fraud, dishonesty, theft, and falsification of records, discrimination, and harassment. Note: this list is not exhaustive. Other actions and behaviors may warrant disciplinary responses from the DISTRICT.

Verbal Warning

In many situations, a verbal warning is sufficient. The purpose of a verbal warning is to clarify policies and expectations. The impact of the incident or violation should also be taken into consideration. The verbal warning should explain to the employee the DISTRICT'S standards and requirements, what is expected in the future, and the possible consequences if the behavior or performance is not corrected. The supervisor should document in their files that the verbal warning occurred.

Written Warning

If the conduct addressed by a verbal warning is repeated or additional problems occur, the supervisor should issue the employee a written warning in the form of a letter. The letter should describe the unacceptable conduct, outline DISTRICT'S expectations, and advise the employee of the possible consequences if the behavior or performance in

question is not corrected. The written warning is to be kept in the employee's personnel file.

Suspension

Suspension is a temporary and involuntary absence from employment without pay for disciplinary purposes. A suspension may be imposed for serious violations of rules or regulations, performance deficiencies, misconduct, and/or failure to improve in work performance, behavior, or attendance after lesser disciplinary measures have proved ineffective, or if a first offense is severe enough to warrant suspension.

The notification of suspension shall be subject to review by the General Manager or designee and triggers the right to the pre-disciplinary ("Skelly") procedure set forth in this Policy.

Demotion

Demotion is a reduction in rank, class, position, assignment, or duties, made for disciplinary purposes. Usually there is a corresponding reduction in pay.

The notification of demotion shall be subject to review by the General Manager or designee, and to the Skelly rights set forth in this Policy.

Discharge/Termination of Employment

Discharge is the permanent removal of an employee from the employment service for a stated cause. Discharge may occur for serious violations of DISTRICT policies and procedures, rules or regulations, continued performance deficiencies, misconduct, and/or failure to improve in performance, behavior, or attendance when lesser informal or formal disciplinary measures will not remediate the performance deficiencies. The commission of a single, serious offense or the commission of a series of repeated offenses may warrant termination.

The notification of discharge shall be subject to review by the General Manager or designee, and to the Skelly rights as set forth in this Policy.

Pre-Disciplinary Notice and Due Process (Skelly) Rights of Employee

An employee facing a suspension, demotion, or discharge shall be entitled to pre-disciplinary Skelly rights prior to final imposition of formal discipline.

The department head, with the approval of the General Manager may place an employee on paid administrative leave for a specified period of time depending on the severity of the offending conduct. The department head shall establish the conditions of administrative leave in accordance with the DISTRICT Policy on Administrative Leave.

Notice of Intent to Discipline

The supervisor or disciplining authority shall prepare the proposed Notice of Intent to recommend disciplinary action, which shall be reviewed by the General Manager or designee before execution. The written Notice of Intent establishes the charges that the DISTRICT must prove in a post-discipline appeal.

The Notice of Intent shall inform the employee of the following: (1) the reason(s) for the proposed action, (2) the charge(s) against the employee, (3) the materials upon which the action is based, (4) the employee's right to respond, either orally or in writing, to the authority initially imposing the discipline, and (5) the employee's right to a pre-disciplinary Skelly meeting before an impartial third party ("Skelly Officer"), unless waived by the employee.

When providing the employee with the materials upon which the action is based, the DISTRICT will not disclose any documents or information protected by the right of privacy, the attorney-client or attorney work product privileges, or other applicable privileges or exemptions from disclosure.

Skelly Meeting

The employee and/or the employee's representative may respond to the allegations and materials upon which the proposed discipline is based. The employee and/or the employee's representative may present documentary evidence and arguments to the Skelly Officer to refute and/or mitigate the basis for the proposed discipline. The employee and/or the employee's representative should present factual information to the extent possible.

The Skelly Officer should review the materials provided to the employee as supporting evidence upon which the proposed discipline is based and relied upon. The Skelly Officer shall communicate with the employee's supervisor or disciplining authority if further information or clarification is needed in regard to the charges, the level of discipline to be imposed, or the sufficiency of the evidence upon which such action is based and relied upon.

The Skelly Officer shall be a DISTRICT employee at a manager level or higher, including a department head if appropriate. Where department personnel are too involved in or aware of the facts giving rise to discipline or are otherwise unable to be impartial in the process, the General Manager, or a designee may designate a Skelly Officer outside the affected department.

The Skelly Officer shall transmit to the department head (or General Manager, if the affected employee is a department head) within ten (10) working days of the Skelly meeting, a written statement concurring with the proposed discipline, recommending that the discipline be modified, or that no discipline be imposed. The Skelly Officer shall include supporting documents presented at the Skelly meeting by the employee and/or the employee's representative to refute the charges.

The department head (or General Manager) shall consider the Skelly Officer's recommendations and review any and all supporting documents provided before making a final decision. The recommendation(s) of the Skelly Officer is advisory only.

Written Final Notice of Discipline

In the Final Notice, the department head or General Manager notifies the employee whether the discipline listed in the Notice of Intent will be carried out. The Final Notice will discuss the employee's oral or written response to the charges in the Notice of Intent and whether the employee's response has changed the outcome.

The Final Notice should include: (1) how the employee's pre-disciplinary response impacted the decision maker's final decision, (2) incorporate by reference the facts, charges, and evidence in the Notice of Intent, (3) state the effective date of the disciplinary action, and (4) reference or summarize the employee's rights to the post-disciplinary appeal.

Post-Discipline Appeal

If the employee wishes to contest disciplinary action after the discipline is imposed, the employee may request an appeal to DISTRICT BOARD by submitting a written request to the General Manager within ten (10) working days of receiving the Final Notice. Failure to file an appeal within this time limit shall constitute a waiver of the employee's right to further appeal.

60-03: EMPLOYEE GRIEVANCES OR CONCERNS

The DISTRICT defines a grievance as an expressed dissatisfaction by employees pertaining to conditions of their employment.

The DISTRICT encourages those of you who may be experiencing work performance problems, employee-supervisory concerns, peer disturbances or other concerns to bring them to the attention of your respective supervisors or to the General Manager, if your supervisor is involved in the situation or does not respond to the complaint in a reasonable length of time.

60-04: ALCOHOL-DRUG FREE WORKPLACE

The DISTRICT recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of its work force and can present a risk to the health and welfare of its employees and members.

In recognition of the DISTRICT'S responsibility to maintain a safe work environment and your responsibility to perform safely, the DISTRICT will act to eliminate any substance abuse which increases the risk of injuries, accidents, or substandard performance. For the purpose of this policy, substance abuse includes the use or possession of illegal drugs, alcohol, or abuse of prescription drugs, which could impair your work performance and/or ability to perform your job safely. It is expected that:

You shall not be at work, drive a vehicle on DISTRICT business, or operate the DISTRICT'S equipment with any amount of alcohol or illegal drugs in your system which would result in a confirmed positive test; shall not use alcohol, possess open containers of alcohol, or use or possess illegal drugs while on duty; and shall not manufacture, distribute, dispense, sell or provide illegal drugs to any person while on duty.

If the use of a prescription drug combined with the duties of the required job creates an unsafe working condition, this fact shall be reported to your supervisor prior to reporting to work. Employees whose job performance is so restricted may be subject to reassignment, medical examination, or other actions specified by applicable statutes and regulations.

Pre-Placement/Post Offer Controlled Substance Testing

Any offer of employment will be conditioned upon a designation of “medically qualified” through a pre-employment physical examination and a negative drug screening analysis. The General Manager will coordinate the process.

Reasonable Suspicion Testing

Employees may be subject to drug and alcohol testing when there is reasonable suspicion that the employee has violated the rules expressed above. In addition, when any employee has previously been found in violation of these rules, or by the employee’s own admission, the employee may be required to submit to periodic substance testing as a condition of remaining in or return to DISTRICT employment.

60-05: OUTSIDE RELATIONS/MEDIA CONTACT

You are not permitted to give or report any information about the members of the DISTRICT, another employee, customer, outside vendor, or consultant to anyone outside of the DISTRICT. You should forward any such request, whether verbal or written, to the General Manager for handling.

60-06: DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.

The DISTRICT allows employees to self-identify their preferred gender, name and/or pronoun, including gender-neutral pronouns. The DISTRICT will use an employee’s gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, the DISTRICT will identify the employee in accordance with the employee’s current gender identity and preferred name.

The DISTRICT will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The DISTRICT also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion.

Prohibited Harassment

The DISTRICT is committed to providing a work environment that is free of unlawful harassment based on any protected characteristics. As a result, the DISTRICT maintains a strict policy prohibiting sexual harassment and harassment based on any legally-recognized basis, including, but not limited to, their actual or perceived race (including, but not limited to, hair texture and protective hairstyles. Protective hairstyles includes, but is not limited to, such hairstyles as braids, locks, and twists), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and

gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of “national origin” also includes harassment against an individual because that person holds or presents the California driver’s license issued to those who cannot document their lawful presence in the United States. All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary workers, vendors, customers, applicants for employment, or any other third party interacting with the DISTRICT (“third parties”) and prohibits prohibited harassing conduct by any employee or third party of the DISTRICT, including nonsupervisory employees, supervisors and managers. If such harassment occurs on the DISTRICT’s premises or is directed toward an employee or a third party interacting with the DISTRICT, the procedures in this policy should be followed.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.

- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.

An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable for harassment even if the DISTRICT had no knowledge of such conduct.

Other Types of Harassment

Harassment on the basis of any legally protected classification is prohibited, including harassment based on: race, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including domestic partnership status), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings or gestures based on protected classification; and
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Abusive Conduct Prevention

It is expected that the DISTRICT and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of managements' expectations, during work times, and that they refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

Protection Against Retaliation

Retaliation is prohibited against any *person* by another employee or by the DISTRICT for using the complaint procedure, reporting proscribed discrimination or harassment or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make

employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure

Any employee who believes that he or she has been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, vendor, customer, or any other third party interacting with the DISTRICT in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to your own supervisor, a member of the management team, the Office Manager or the General Manager. .

Employees are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to the Office Manager or the General Manager who will attempt to resolve issues internally; the Office Manager must immediately inform the General Manager of all harassment complaints. When a report is received, the DISTRICT will conduct a fair, timely, thorough and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The DISTRICT expects all employees to fully cooperate with any investigation conducted by the DISTRICT into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other DISTRICT policies. The DISTRICT will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Upon completion of the investigation, the DISTRICT will communicate its conclusion as soon as practical. If the DISTRICT determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at www.eeoc.gov or www.dfeh.ca.gov.

Training

In keeping with our commitment to a harassment free environment, the DISTRICT will comply with all applicable rules and regulations regarding the training of employees.

60-07: WORKPLACE VIOLENCE

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.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on DISTRICT property may be removed from the premises pending the outcome of an

investigation. Threats, threatening behavior, or other acts of violence off DISTRICT property, but directed at DISTRICT employees, DISTRICT customers or the public while conducting business for the DISTRICT, is a violation of this policy.

Off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, or any other communication medium. Violations of this policy will lead to disciplinary action that may include dismissal, arrest, and prosecution. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from DISTRICT property, termination of business relationships with that individual, and/or prosecution of the person(s).

Employees are responsible for notifying the General Manager or any other supervisors 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.

Each employee who receives a protective or restraining order that lists DISTRICT premises as a protected area is required to provide the General Manager with a copy of such order.

60-08:REQUEST FOR REASONABLE ACCOMMODATION & INTERACTIVE PROCESS FOR PERSONS WITH DISABILITIES

The DISTRICT is committed to assuring equal employment opportunity and equal access to services, programs and activities for persons with disabilities. It is the policy of the DISTRICT to provide reasonable accommodation to a qualified person with a disability to enable such person to perform the essential functions of the position for which he or she is applying or in which he or she is employed. The Americans with Disabilities Act (ADA) requires employers to provide reasonable accommodation for the known disability of a qualified applicant or employee unless it would impose undue hardship on an employer's business, or unless the applicant or employee would cause a direct threat to other workers. In California, the Fair Employment and Housing Act (FEHA) coincides with the ADA, however, extends some of the requirements of the ADA.

This ADA request for reasonable policy applies to all employment practices and actions. It includes, but is not limited to, recruitment, the job application process, examination and testing, hiring, training, disciplinary actions, rates of pay or other compensation, advancement, classification, transfer and reassignment, and promotions.

While supervisors are encouraged to continue responding directly to requests from individuals with disabilities, there may be occasions when deciding about accommodations is complicated by other factors. For instance, the need for an accommodation may be obvious, or it may be difficult to determine what constitutes a reasonable accommodation, or a department's budget may be unable to absorb the total cost of providing the accommodation requested. The following procedure has been

developed to ensure that employee requests for reasonable accommodations are treated in as consistent and equitable a fashion as possible.

This policy provides guidance to any applicant or employee requesting a reasonable accommodation and outlines the procedure for such a request.

Definition of a Disability

A person is considered disabled if they:

- Have a physical or mental impairment that limits one or more of the major life activities,
- Have a record of such an impairment,
- Is regarded as having such an impairment,
- Is regarded or treated by the employer as having some condition that has no present disabling effect but may become a physical disability, or
- Has any health impairment that requires special education or related services.

Definition of Reasonable Accommodation:

An adjustment or modification to job duties, performance methods, and/or work setting or service delivery to meet the individualized need of an individual, applicant or employee with a disability.

Removes barriers in a specific situation, which prevent or limit the application process, recruitment, employment, and upward mobility of a qualified person with a disability or prevents their participation in a program, activity, or event.

ADA does not require an employer to make any adjustment or modification or change a job or policy that an employer can demonstrate would fundamentally alter the essential functions of the job in question.

Requesting a Reasonable Accommodation:

If an applicant or employee with a disability would like to request a reasonable accommodation, the following procedure should be followed:

- The requestor should meet with the General Manager to discuss the situation for review and determination. The request shall be in writing and include the following:
- Name, address, and phone number of the person requesting accommodation.
- The specific limitation, the type of accommodation requested, with an explanation of how the accommodation will allow the performance of the essential functions of the position or the participation in a program or activity.

Verification of the need for accommodation by the requester's physician medical provider or vocational/rehabilitation counselor may be required. (If medical verification is required

the person requesting accommodation must sign a release form, “Authorization for the Release of Medical Information”).

Upon completion of the necessary paperwork, a written request should be submitted to the General Manager that outlines the specific accommodation requested. Verification of the disability by the requester’s physician, medical provider or vocational/rehabilitation counselor is also required. A copy of the job description should be provided to the medical provider to assist in the determination of the requested accommodation as it relates to performing the essential functions of the position.

Determination

The determination of providing a reasonable accommodation is made on a case-by-case process, known as the “interactive process”. This is a timely individual process where management and the individual discuss the request and effective reasonable accommodation(s).

In considering a request for accommodation the following factors must be considered when reviewing a request for accommodation:

- Analyze the job or activity to determine the essential functions.
- Determine with the employee, applicant, or participant how the disability limits their performance of the essential functions.
- Identify accommodation options that overcome limitations and determine the effectiveness and feasibility of the proposed accommodations.

Considering the requester’s preference, the General Manager selects the accommodation most appropriate for the requester and the department involved.

If the request is approved, management will notify and meet with the requester to make necessary arrangements. If the request is not approved, management will notify and meet with the requester to explain the decision, elicit other possible solutions, and determine the outcome. The decision of the General Manager is final.

60-09: EMPLOYMENT REFERENCE CHECKS

All inquiries regarding a current or former DISTRICT employee must be referred to the General Manager.

Should you receive a request for a reference, you must refer the request to the General Manager for handling. You may not issue a reference letter for any current or former employee without the permission of the General Manager.

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

In response to an outside request for information regarding a current or former DISTRICT employee, the General Manager will verify only an employee’s name, dates of employment, and job title. No other data regarding any current or former DISTRICT

employee will be released unless the employee authorizes the DISTRICT to release such information in writing or the DISTRICT is required by law to furnish any information.

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

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

60-10: OFF-DUTY CONDUCT

While the DISTRICT does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the DISTRICT'S legitimate business interests. For this reason, employees should be aware of the following policies:

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the DISTRICT'S or their own integrity, reputation or credibility. Conduct on the part of an employee that adversely affects the DISTRICT'S legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

60-11: EXTERNAL EMPLOYMENT

While employed by the DISTRICT, employees are expected to commit to the DISTRICT as their primary employment .

The following types of external employment are strictly prohibited:

- Employment that conflicts with an employee's work schedule, duties and responsibilities;
- Employment that creates a conflict of interest or is incompatible with the employee's employment with the DISTRICT;
- Employment that impairs or has a detrimental effect on the employee's work performance with the DISTRICT;
- Employment that requires the employee to conduct work or related activities on the DISTRICT'S property during working hours or using the DISTRICT'S facilities and/or equipment;
- Employment that directly or indirectly competes with the business or the interests of the DISTRICT.

Employees who wish to engage in external employment that may create a conflict of interest must submit a written request to the General Manager explaining the details of the external employment. If the external employment is authorized, the DISTRICT assumes no responsibility for the external employment. The DISTRICT shall not provide workers' compensation coverage for injuries occurring from or arising from external employment. Authorization to engage in external employment can be revoked at any time. If an employee has any doubts, it is recommended that a written request be submitted to insure there are no future problems.

70-00: SAFETY

70-01: Injury & Illness Prevention

The DISTRICT greatly values the safety and health of all of its employees and is committed to providing a safe and healthful workplace

Compliance

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.

All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment. The DISTRICT'S system of ensuring that all employees comply with the rules and maintain a safe work environment includes:

- All employees will be annually evaluated on their safety performance.
- Employees who exercise safe and healthful work practices will be recognized on their evaluation.
- Employees that do not, will be trained or retrained.
- Any employee that continues not to comply with or ignores safe and healthful work practices will be disciplined. The DISTRICT will not tolerate unsafe acts by its employees. If any employee violates safety and health policies and rules, or otherwise do not perform their job in a safe and healthful manner, they will be subject to appropriate corrective action, up to and including termination.

Communication of Safety and Health Information

The DISTRICT recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace.

The DISTRICT will provide employees with up-to-date safety and health information that is readily understandable. The information will be presented through various methods, including:

- New employee orientation
- Staff meetings
- Posters in the break room
- Bi-monthly safety bulletins
- Staff input

This information shall include:

- The DISTRICT'S safety and health policies,
- The DISTRICT'S safety and health rules and regulations, and
- New work procedures.

Employees are encouraged to share safety and health ideas, information, and concerns with the DISTRICT'S management. The DISTRICT will give these communications

prompt and serious attention. As part of this commitment, the DISTRICT pledges not to discriminate or take any type of corrective action against any employees who express their safety concerns. The DISTRICT shall comply with all CAL-OSHA and other safety and health rules and regulations that apply.

Safety and Healthful Work Practices

The DISTRICT recognizes its responsibility to create a safe and healthful workplace for all employees. However, each employee must also share in this responsibility. Specifically, every employee:

- Is responsible for the safe operation of all of the DISTRICT'S equipment, tools, machinery, vehicles, or other DISTRICT property in their charge.
- Must not remove or inactivate any established safeguards. Mechanical safeguards must be in place at all times.
- Must immediately report any machine, tool, or equipment malfunctions to your manager. Managers shall investigate and take the necessary steps to correct the malfunction as soon as possible.
- Must wear appropriate personal protective equipment when required. This personal protective equipment shall be provided and maintained by the DISTRICT. Failure to wear the required equipment is cause for disciplinary action.
- Shall follow beneficial ergonomic criteria and adjustments.
- Will utilize defensive driving techniques supported by the DISTRICT while driving on job related business.
- Must immediately report all accidents, injuries, exposures, and "close call" incidents, regardless of how small, to their immediate manager.

Hazard Assessment

All employees will take responsibility to regularly inspect the workplace to identify and evaluate workplace hazards. These inspections will also be conducted when:

- New processes, substances, procedures or equipment which present potential new hazards are introduced into our workplace;
- New, previously unidentified hazards are recognized;
- Occupational injuries and illnesses occur;
- Workplace conditions warrant an inspection.

Hazard Correction

Unsafe or unhealthy work conditions, practices or procedures will be corrected in a timely manner based on the severity of the hazards. Problems will be presented to management and the hazards will be corrected in accordance with the following:

- When observed or discovered;

- When an imminent hazard exists, which cannot be immediately abated without endangering employees or property, all exposed workers will be removed from the department except those necessary to correct the existing condition. The employees necessary to correct the existing condition will be trained to handle the condition and be provided with necessary protection.

Training

All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction will be provided as follows:

- To all new employees,
- To all employees given new job assignments for which training has not been previously provided;
- Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard.
- To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and
- To all employees with respect to hazards specific to each employee's job assignment.

70-02: EMERGENCY EVACUATION PROCEDURES

If it is necessary to evacuate the building for any emergency:

- Take whatever immediate steps are necessary and feasible to minimize any hazard in leaving the building. Time permitting, shut off heaters, radios, coffee warmers, etc.
- Time permitting, take your personal items with you, i.e., purses, backpacks, etc.
- Follow the directions of Managers or Emergency Personnel
- Do not re-enter the building until advised to do so by Emergency Personnel.
- In the event of an earthquake, immediately seek appropriate protection (staying away from windows, if possible)
- In the event of a front desk emergency, evacuate through the back exit, proceeding out around the perimeter of the office.
- In the event of a small fire, a conservative approach should be taken when deciding to use a fire extinguisher or calling 9-1-1.

70-03: BOMB THREATS AND/OR THREATENING CALLS

Should you receive a threatening phone call, remain calm and try to write down the exact wording of the emergency/threat. Be sure to notify a manager immediately, and if appropriate, phone 9-1-1.

70-04: IMMEDIATE THREAT SITUATION

Should an immediate threat situation (active shooter or other) arise, remember to remain calm and try to get help via 9-1-1. If that is not possible, remember there are three actions you have at your disposal:

- Run – out of harm's way,
- Hide – again out of harm's way, or
- Fight – your life will depend on it.

70-05: DRIVING ON THE JOB

The DISTRICT has established and maintains a Driving Record Review Program. As part of this program, it has enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice Program. Employees include temporary, seasonal, and part-time employees.

Procedures

The DISTRICT obtains from the DMV a copy of the driving record of all of its employees that are authorized to operate vehicles (DISTRICT or personal) on work related business. As a public agency, the DISTRICT is entitled to receive copies of driving records from the DMV without charge.

A copy of your driving record shall be obtained as soon as possible after you are hired and annually thereafter.

The DISTRICT is responsible for ordering and interpreting all driving records.

Occasionally other concerned employees or the general public may bring to the DISTRICT'S attention the fact that you may be jeopardizing the DISTRICT'S integrity and exposing it to undue liability through poor driving techniques and habits. All such complaints will be investigated immediately, and action taken to correct the problem as follows:

- If it is established that you have poor driving techniques and/or habits, the DISTRICT'S corrective action may be followed. (Depending on the seriousness of the poor driving technique and/or habit, it may be desirable to enroll you in a "defensive driving" course.)
- A second warning for the same poor driving technique and/or habit may require temporary suspension or temporary reassignment to a non-driving position and will be appropriately documented.

If your duties require driving a vehicle, you must maintain a driving record that will not cause the DISTRICT'S insurance rate to be increased or for you to become uninsurable.

Any violations will be reviewed and could lead to appropriate disciplinary action.

Cellular Phone Safety

In the interest of the safety of our employees, the DISTRICT requires that cell phones not be used while driving on DISTRICT business unless appropriate hands-free devices are used. If an employee must make or answer a call while driving, they should pull over and stop. In doing so, they should make certain they are well to the side of the road when stopping.

Some safety precautions include:

- Keep calls brief
- Use hands free communication devices
- Never allow a phone conversation to distract you from driving
- When talking, keep your head up and your eyes on the road, with frequent checks of side and rearview mirrors
- Know how the phone works before you get into the car
- Use speed dial features
- Do not use the phone in heavy traffic
- Do not take notes or look up phone numbers while driving
- If you must check information, arrange to call back when the car is safely stopped.

In the event that a driver feels they must make/receive calls while operating a vehicle, CA law must be followed, and such calls must be made in a “hands free” mode via a headset or speaker. Additionally, texting is not allowed while driving per state law and DISTRICT policy. Any citations received for violation of CA law will be the responsibility of the employee.

80-00: ADDITIONAL POLICIES

80-01: DRESS & GROOMING STANDARDS

While the DISTRICT has no formal dress code, it is expected that you will dress in a manner consistent with good business practices.

The following guidelines should be followed by office employees

- Professional clothing (Suit, tie, skirt, dress shoes) is not required on a daily basis but should be worn on days when professional contact is expected.
- Slacks, skirt, and blouse or shirt, or dress which are appropriate business wear.
- Fridays are observed as casual days, so business casual wear is appropriate (including jeans).

The following are not appropriate during normal working hours:

- T-shirts
- Torn, cut or frayed clothing
- Clothing with obscene messages or artwork
- Sheer clothing
- Mini-skirts
- Halter/tube/crop type tops (including tank top t-shirts, and any backless tops)
- Athletic clothing
- Facial piercing
- Hats or headgear (except those worn for acceptable religious reasons)

The following guidelines should be followed by operators:

- ~~Jeans or~~ Work pants with DISTRICT logoed shirts
- Sturdy boots or work shoes with ankle and toe protection
- Appropriate safety vests and head protection when necessary
- Operators may not wear shorts or pants that expose the lower legs.

80-02: TELEPHONE CALLS

The DISTRICT understands that you may need to speak with your family or tend to non-business activities at times, but requests cooperation in keeping personal calls to reasonable levels. You are encouraged to use personal cell phones, if available, instead of DISTRICT business phones. In the event you must make long distance calls, you will be expected to reimburse the DISTRICT for them. Please note that all phone calls should be considered public information and subject to surveillance. Any confidential calls should be conducted elsewhere. All communication done on work time can be disclosed to law enforcement or other third parties without prior consent of the sender and/or receiver.

80-03: E-MAIL/FAX

All electronic mail (e-mail) and fax messages are official DISTRICT records and are the property of the DISTRICT. The DISTRICT reserves the right to access and disclose all messages sent over its e-mail/fax system for any purpose.

All messages transmitted over the e-mail/fax system should be messages involved in the DISTRICT business activities for the accomplishment of business-related tasks or directly related to DISTRICT business, administration, or practices. Incidental and occasional personal use of the e-mail system is permitted, but such messages are subject to the access and disclosure statement set forth in the policy above. As such, it is recommended that any personal communication be limited to “light personal” communication.

E-mail is an important method of distributing information to employees and it is your responsibility to check it frequently and read its contents.

80-04: INTERNET

Access to the Internet has been provided to staff members for the benefit of the DISTRICT and its members. It allows employees to connect to global information resources. Every staff member has the responsibility to maintain and enhance the organizations’ public image, and to use the Internet in a productive manner. Employees accessing the Internet are representing the DISTRICT. Employees are responsible for seeing that the Internet is used in an effective, ethical, and lawful manner. To ensure that all employees are responsible, productive Internet users and are protecting the DISTRICT’s public image, the following guidelines have been established.

Unacceptable Use of the Internet

The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-DISTRICT business, or any use of the Internet for personal gain is strictly prohibited. Use of the Internet must not disrupt the operation of the DISTRICT network or the networks of other users. It must not interfere with your productivity. Personal usage of the Internet should be kept at a minimum. Any unlawful or inappropriate use of the Internet is strictly prohibited. We hold all of our employees who engage in social networking to the same standards we hold for any public communications. Therefore, all employees have an obligation to the DISTRICT to ensure that any public communication they make, including social networking must not negatively impact the reputation of the DISTRICT or bring disrepute in any way to the DISTRICT, its customers, suppliers, etc. Further, only a select group of employees are authorized to publicly speak on behalf of the DISTRICT per our Media Contact policy. While it is not possible to provide an exhaustive list of every type of inappropriate use of the Internet, the following examples should offer employees some guidance:

- Harassment and discrimination
- Offensive and defamatory conduct
- Sexually suggestive material
- Gambling
- Trademark, copyrights and licensing stipulations
- Proprietary and confidential information
- No solicitation, according to the DISTRICT’S policy

- No personal Social Media and other personal sites

Communications

Each employee is responsible for the content of all text, audio or images that they place or send over the Internet on DISTRICT equipment and/or during work time. Fraudulent, harassing or obscene messages are prohibited. All messages communicated over the Internet should have your name attached. No messages should be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language is transmitted through the system.

Employees are reminded that, under some circumstances, communications sent by e-mail may be subject to disclosure under the Public Records Act or during litigation. Therefore, it is important not to compromise themselves or the DISTRICT under these circumstances.

Software

To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software.

Security

All messages created, sent, or retrieved over the Internet are the property of the DISTRICT and should be considered public information. Any confidential information should be conducted from home. The DISTRICT intends to access and monitor all messages and files on the computer system, including e-Mail originating outside of the DISTRICT, as deemed necessary and appropriate. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or receiver.

Violations

Violations of any guidelines listed above may result in disciplinary action up to and including terminations. If necessary, the DISTRICT will advise appropriate legal officials of any illegal violations.

80-05: SMOKING

In accordance with California State law, the entire office building is considered a non-smoking area and smoking is prohibited within 20 feet of any entrance or window.

80-06: SECURITY

Security is important to everyone. You are asked to not discuss the security of the DISTRICT premises or services with any individual not employed by the DISTRICT. Additionally, neither the DISTRICT nor its insurance carriers take any liability for your personal belongings. You are encouraged to secure personal belongings to the best of your ability.

Some buildings are secured with electronic keypads for access before and after hours. You will be given a confidential code, not to be shared with anyone. Specific instructions will be given to you by management.

Since the DISTRICT retains the right to search its property or facilities at any time (including employee-assigned desks, files and computer systems), if you have anything of a private nature that you wish not to be subjected to discovery during such searches, these items should be kept in your briefcase, purse or lunch bag.

80-07: CHILDREN AT WORK

In the event of an “emergency situation” where you find it necessary to bring your child to the workplace, the DISTRICT will deem this acceptable under the following circumstances:

- The event must be an emergency, (i.e., not a scheduled day off from school, choice of not hiring a baby-sitter, a rare, unusual and infrequent event).
- You must get prior approval from your supervisor.
- Your child must not be disruptive. If this occurs, you and your child will be asked to leave immediately.
- This should not be a “social event”. Your child should be situated in a quiet, out-of-the way place, such as an unused conference room.
- Your child must not interfere with your job or your co-workers.

The DISTRICT requests that children not be brought to the office in lieu of childcare. If you need to take time off to care for your child, you can take vacation, request time without pay or make other arrangements.

80-08: SOLICITATION AND DISTRIBUTION

Soliciting your co-workers when either of you is on work time being paid for by the DISTRICT is prohibited, including the use of e-mail. Distribution or posting of pamphlets, leaflets, or any other literature in the DISTRICT’S departments is prohibited except in the employee break room.

80-09: BREAK ROOM

The DISTRICT has a small “kitchen” for your use during breaks and at lunch. It is important that you clean up after yourself. Do not leave any dirty dishes, wipe off the counters, and clean the inside of the microwave if there is any splattering of food during cooking.

- Coffee/Tea: These items are available at work for your use and convenience.
- Refrigerator: The refrigerator is available for your convenience, please throw away any old items and take home any dishes, containers, etc.

80-10: SUPPLIES

It is the DISTRICT’S intent to provide you with everything you need to do your job. Basic supplies are kept in the storage cabinet. Any special orders should be approved by your supervisor before submitting an order.

90-00 LEAVING THE CASTROVILLE COMMUNITY SERVICES DISTRICT

90-01: RESIGNATION

When you decide to leave for any reason, your supervisor, and the General Manager would like an opportunity to discuss the resignation with you before final action is taken. It is requested that you provide the DISTRICT with a written two-week advance notice. If, as it sometimes happens, management believes it advisable for you to leave prior to the end of the two weeks' notice, you may be paid for the remainder of that period.

90-02: EXIT INTERVIEW

The General Manager or designee is responsible for scheduling an exit interview with you on your last date of employment and for arranging the return of any DISTRICT property.

90-03: BENEFITS

Medical, Dental, and Vision benefits end on the last day of the month of your employment. Disability coverage requires "active" employment; therefore, coverage ends on your last day worked.

COBRA notification will be sent directly to your home.

90-04: FINAL PAYCHECK

You will receive your final paycheck on the next regularly scheduled pay day or earlier if it is required by law. Unused vacation will be paid and calculated in accordance with the DISTRICT'S vacation policy.

90-05: CALPERS

You will be notified directly by CalPERS regarding your options.

90-06: DEFERRED COMPENSATION PLAN

If you are enrolled in a deferred compensation program, complete the forms and necessary and follow the instructions. You should contact the plan carrier to ensure you completely understand your options.



**ACKNOWLEDGMENT OF RECEIPT
OF EMPLOYEE HANDBOOK**

Effective **Month** 2022

**PLEASE READ THE EMPLOYEE HANDBOOK, SIGN THIS ACKNOWLEDGMENT, AND
RETURN THIS ACKNOWLEDGMENT TO THE OFFICE MANAGER.**

This is to acknowledge that I have received a copy of the Employee Handbook and understand that it contains important information on many of the DISTRICT's personnel policies and privileges and obligations as an employee. The policies contained in this Employee Handbook dated **Month** 2022 apply to all employees and supersede and replace all previously communicated policies both in written and verbal form. I acknowledge that I am expected to read, understand, and adhere to these policies and will familiarize myself with the material in the handbook. Additionally, I agree to abide by any new or revised policy. I have been given an opportunity to ask questions about policies I do not understand.

I understand that I am governed by the contents of the handbook and that other than the policy of at-will employment, the DISTRICT may change, rescind or add to any policies, benefits or practices described in the handbook from time to time in its sole and absolute discretion with or without prior notice. The DISTRICT will advise employees of material changes within a reasonable time. I also understand that, because the DISTRICT cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the DISTRICT's policies or procedures, I should contact my supervisor, Office Manager or the General Manager.

I further acknowledge and agree that other terms and conditions of employment such as compensation, benefits, title, duties, and corrective action may be modified at the discretion of the DISTRICT.

I understand it is my responsibility to read, understand, and comply with the provisions contained in the DISTRICT Employee Handbook, including Discrimination, Harassment and Retaliation Prevention Policy. If I am unable to understand any part of the handbook, I will arrange to have it translated or explained to me. I further understand that if I am unable to arrange such help, I will immediately notify my supervisor who will make arrangements for needed assistance.

Employee Signature

Date

Print or Type Name