

RESOLUTION 24-2025  
APRIL 10, 2025

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT  
ADOPTING UPDATED PERSONNEL POLICIES, PROCEDURES AND RULES

WHEREAS, Section 2.08.050 of the Cambria Community Services District Municipal Code provides for the adoption of the District's personnel policies, procedures, and rules (the District's "Personnel Regulations") by the Board of Directors; and

WHEREAS, the Personnel Regulations have not been updated since 1987, and adopting new, updated Personnel Regulations is appropriate and desirable.

NOW, THEREFORE, BE IT RESOLVED by the Cambria Community Services District Board of Directors that the revised Cambria Community Services District Personnel Policies, Procedures, and Rules, a copy of which is attached hereto as Exhibit A and incorporated by reference herein, are hereby adopted.

PASSED AND ADOPTED this 10<sup>th</sup> day of April 2025.

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Debra Scott, President  
Board of Directors

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Haley Dodson  
Confidential Administrative Assistant

Exhibit A



# Cambria Community Services District Personnel Policies, Procedures and Rules

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*Last Updated – March 2025*

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## **100 INTRODUCTION AND GENERAL INFORMATION POLICIES**

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### **102 Effect and Applicability of Personnel Policies**

#### ***102.1 No Right; Cambria Community Services District's Discretion to Modify These Policies***

These Personnel Policies, Procedures and Rules ("Policies") do not create any contractual rights, or any express or implied employment contract between the Cambria Community Services District (the "District") and the individuals covered by these Policies.

The District retains full and exclusive authority and discretion to modify these Policies at any time in accordance with the law.

#### ***102.2 Applicability of Policies***

These Policies shall apply with equal force to all District employees unless expressly exempted or excluded herein.

Independent contractors, volunteers, and Board of Directors and Standing Committee Members are not District employees and are therefore not covered by the Policies included herein unless specifically stated.

#### ***102.3 Conflict Between These Policies and a Memorandum of Understanding ("MOU")***

If a provision of these Policies conflicts with any provision of a valid Memorandum of Understanding ("MOU") between the District and a recognized employee organization, the provision of the MOU that is in conflict with the provision of these Policies shall apply to employees who are covered by that MOU.

#### ***102.4 Employee Acceptance of Policies and Revisions to Policies***

As a condition of employment, the District requires that each employee read and, if necessary, request clarification regarding these Policies.

Each employee must sign a statement of receipt acknowledging the following: (1) they have received a copy, or has been provided access to the Policies; and (2) they understand that they are responsible for reading and becoming familiar with the contents of the Policies, as they are currently drafted as well as with all subsequent revisions to the Policies. Violations of any District policies, procedures, rules or regulations may result in disciplinary action or dismissal. In addition, specific rules cannot cover every situation, therefore, employees shall use common sense as a guide to proper conduct.

### **104 Delegation of Authority**

#### ***104.1 Delegation of Appointing and Personnel Authority to General Manager***

The General Manager authorizes employment, establishes job responsibilities, and performs other personnel actions as to all subordinate employees in accordance with all federal and state laws and regulations and these Policies.

The General Manager may delegate responsibility to the Administrative Department Manager to perform personnel actions in accordance with this section.

#### ***104.2 Retention of Personnel Authority as to Certain Personnel***

As to elected officials, and employees who directly report to the District's Board of Directors, the District's Board of Director's retains exclusive authority over all personnel actions related to the General Manager and any other employees, as authorized by federal and state laws and regulations and these Policies.

### **106 Categories of Employees and Non-Employees**

### ***106.1 At-Will Employees***

An at-will employee is one who serves at the pleasure of the appointing authority, has no property right in continued employment with the District, and is not entitled to any pre- or post-disciplinary procedural due process or evidentiary appeal.

At-will employees include the following employees:

- (a) General Manager
- (b) Employees whose positions are funded under a federal or state employment program
- (c) Employees designated as temporary/seasonal/extra-help
- (d) Probationary employees
- (e) Employees employed under an at-will employment agreement

### ***106.2 Probationary Employee***

A probationary employee is an employee who is serving a probationary period after beginning employment with the District or after being promoted to a higher job classification.

During the initial probationary period, a probationary employee serves at the pleasure of the appointing authority, has no property right in continued employment, and is not entitled to any pre- or post-disciplinary procedural due process or evidentiary appeal.

A probationary employee serving in the initial probationary period is an at-will employee.

### ***106.3 For-Cause Employee***

A for-cause employee is an employee who has satisfactorily completed the initial probationary period or the probationary period after being promoted to a higher job classification and cannot be disciplined, except when the District has cause to do so.

A for-cause employee has a property right in continued employment with the District, and is entitled to pre- and post-disciplinary procedural due process and evidentiary appeals in certain types of disciplinary proceedings that may result in a significant deprivation of property.

### ***106.4 Full or Part-Time Employee***

A full-time employee is an employee whose position is budgeted to work 30 or more hours per week. Full-time employees are entitled to all benefits provided in these Policies, unless otherwise provided in an MOU or an employment agreement approved by the District's Board of Directors.

A part-time employee is an employee whose position is budgeted to work less than 30 hours per week. Part-time employees may have different rights to leave and other benefits under the law or these Policies, depending on the number of hours they work.

### ***106.5 Temporary Employees***

A temporary employee is an at-will employee who is not appointed from an eligible list, but on a short term or seasonal basis that is not to exceed one (1) year.

A temporary employee serves at-will, at the pleasure of the appointing authority, has no property right in continued employment, and is not entitled to any pre- or post-disciplinary procedural due process or evidentiary appeal. A temporary employee is not entitled to any District benefits, except those required by federal or state law.

***106.6 Provisional Appointment***

A provisional appointment is the temporary appointment of an individual who possess the minimum qualification established for a particular position and who has been appointed to that position in the absence of available employees or employment list. In no instance should a provisional appointment exceed six months.

***106.7 Volunteer***

A volunteer is not a District employee but is instead an individual who provides services to the District for civic or philanthropic reasons and receives no compensation or benefits other than nominal fees and reimbursement of expenses.

A volunteer serves at-will and at the pleasure of the appointing authority, has no property right in continued employment, and is not entitled to any pre- or post-disciplinary procedural due process or evidentiary appeal.

***106.8 Independent Contractor***

An independent contractor is not a District employee and serves solely pursuant to a contract entered into by the District pursuant to the District's purchasing policies and procedures.

## 200 EQUAL EMPLOYMENT OPPORTUNITY

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### 202 Equal Employment Opportunity Policy

The District affords equal employment opportunity for all qualified employees and applicants to all terms of employment with the District, including, but not limited to, compensation, hiring, training, promotion, transfer, discipline, and termination.

The District prohibits discrimination against employees and applicants for employment on the basis of the employee or applicant's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, or military and veteran status or any other basis protected by law.

Any employee, volunteer, or applicant who believes they have experienced any form of employment discrimination or abusive conduct is encouraged to report the conduct immediately by using the complaint procedures provided in these Policies, or by contacting the Equal Employment Opportunity Commission ("EEOC"), or the Civil Rights Department ("CRD").

### 204 Policy Against Discrimination, Harassment, and Retaliation; Complaint Procedure

#### 204.1 Purpose

The District is committed to preventing discrimination, harassment, and retaliation in the workplace.

The District has zero tolerance for any conduct that violates this policy. Conduct need not violate either federal or state law in order to constitute a violation of this policy.

A single act by a District employee may constitute a violation of this policy and provide sufficient grounds for the District to discipline the District employee.

This policy establishes a complaint procedure by which the District will investigate and resolve complaints of discrimination, harassment, and retaliation by and against District covered individuals. The District encourages all covered individuals to report any conduct that they believe violates this policy as soon as possible.

The District expressly prohibits any retaliation against an employee because they filed or supported a complaint or because they participated in the investigation or complaint resolution process. Individuals found to have retaliated against an employee in violation of this policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

#### 204.1.1 Covered Individuals and Scope of Policy

This policy covers the following individuals: applicants for employment at the District; District employees regardless of rank or title; elected or appointed officials of the District; interns; volunteers; and contractors.

This policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

#### 204.2 Definitions

##### 204.2.1 Protected Classification

This policy prohibits discrimination, harassment, or retaliation because of an individual's protected classification.

“Protected Classification” includes race (includes protective hair styles and hair textures), religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, or military and veteran status, reproductive health decision-making, or any other basis protected by law.

This policy prohibits discrimination, harassment, or retaliation for the following reasons: (1) an individual’s protected classification; (2) the perception that an individual has a protected classification; or (3) the individual associates with a person who has or is perceived to have a protected classification.

**204.2.2 Protected Activity**

This policy prohibits discrimination, harassment, and retaliation because of an individual’s protected activity.

Protected activity includes, but is not limited to, the following activity: (1) making a request for an accommodation for a disability; (2) making a request for accommodation for religious beliefs; (3) making a complaint under this policy; (4) opposing violations of this policy; or (5) participating in an investigation under this policy.

**204.2.3 Discrimination**

This policy prohibits treating a covered individual differently and adversely because of the individual’s actual or perceived protected classification, because the individual associates with a person who is or is perceived to be a member of a protected classification, or because the individual participates in a protected activity as defined in this policy.

**204.2.4 Harassment**

This policy prohibits harassment of a covered individual because of the individual’s actual or perceived protected classification. Harassment includes, but is not limited to, the following conduct:

- (a) Derogatory, offensive, or inappropriate speech, such as epithets, slurs, or stereotypical comments, or verbal propositions made on the basis of the individual’s protected classification. This includes, but is not limited to, comments, stories, and jokes about appearance, dress, physical features, gender identification, and race.
- (b) Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes but is not limited to, pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- (c) Visual acts, such as derogatory, offensive, or inappropriate, posters, cartoons, emails, pictures, or drawings related to a protected classification.
- (d) Unwanted sexual advances, requests for sexual favors, and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual’s work performance or create an intimidating, hostile, or offensive working environment.

**204.2.4.1 Other Examples of Conduct That Might Constitute Harassment**

Harassment includes conduct that another individual who is a member of the protected classification would find unwelcome or unwanted. Harassment may include the following:

- (a) Conduct to which the recipient appears to have consented. The District does not recognize as a defense that the recipient appeared to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest offensive or inappropriate conduct for many legitimate reasons, including, but not limited to, the need to avoid being perceived as insubordinate or to avoid being ostracized or subjected to retaliation.
- (b) Conduct about which no employees previously complained. The fact that no employee previously complained about the same or substantially similar conduct does not mean that the conduct is inoffensive or appropriate, nor does that fact preclude an employee from complaining about such conduct if it is repeated.
- (c) Conduct witnessed by a third party or about which a third party learns, even if they did not witness such conduct. Visual, verbal, or physical conduct between two (2) people who do not find such conduct to be offensive or

inappropriate may constitute harassment of a third party, if a third party witnesses such conduct or learns about the conduct later and finds the conduct to be offensive or inappropriate. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.

- (d) Conduct can constitute harassment even if the individual has no intention to harass. Conduct that may be well-intentioned conduct (e.g., gifts, over-attention, endearing nicknames, hugs) may nevertheless constitute harassment if the conduct is directed at, or implicates a protected classification, and if the individual finds such conduct inappropriate or offensive.

**204.2.5 Retaliation**

Retaliation occurs when an employer takes adverse action against a covered individual because of the individual’s protected activity, as defined in this policy.

“Adverse action” may include, but is not limited to, the following actions: (1) disciplinary action; (2) counseling; (3) taking sides because an individual has reported harassment or discrimination; (4) spreading rumors about a complainant or about someone who supports or assists the complainant or who participates in the investigation; (5) shunning or avoiding an individual who reports harassment or discrimination; or (6) making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

**204.3 Complaint Procedure**

A covered individual who believes they have been subjected to discrimination, harassment, or retaliation may make a complaint, either orally or in writing, to any supervisor, manager, or to the General Manager without regard to any chain of command.

Any supervisory or management employee who receives a harassment complaint should immediately notify the General Manager. Upon receiving notification of a complaint regarding discrimination, harassment or retaliation, the General Manager or their designee will complete and/or delegate the following steps:

- (a) Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with the following individuals: (1) the complainant; (2) the accused (i.e., the subject of the investigation); (3) witnesses to the conduct at issue in the complaint; and (4) other persons who have relevant knowledge concerning the allegations in the complaint.
- (b) Review the factual information gathered during the investigation to determine whether the alleged conduct violated the policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- (c) Prepare a summary report of the determination as to whether the conduct violated this policy and provide such report to the appointing authority (i.e., General Manager). If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
- (d) If conduct in violation of this policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- (e) Take reasonable steps to protect the complainant from further harassment, discrimination, or retaliation.

If the General Manager is accused, or a witness to the events at issue, the Administrative Department Manager will complete and/or delegate the above enumerated steps.

**204.3.1 Proactive Approach**

The District takes a proactive approach to potential policy violations and will conduct an investigation if its supervisory or management employees become aware that harassment, discrimination, or retaliation occurred or may be occurring, regardless of whether the recipient or third party reports a potential violation.

#### **204.4 Right to File Report with Outside Administrative Agencies**

An individual possesses the right to report workplace harassment, discrimination, or retaliation to the EEOC and/or the CRD.

These administrative agencies provide a complaint process as well as certain legal remedies where the applicable agency determined that a violation of the law occurred.

The nearest EEOC and CRD offices are listed on the internet and in the government section of the telephone book. Employees may also check the posters that are located on District bulletin boards for EEOC and CRD office locations and telephone numbers.

#### **204.5 Confidentiality**

The District will make every effort to assure the confidentiality of complaints made under this policy to the greatest extent allowed by law. However, complete confidentiality may not be possible because of the District's need to investigate the complaint and the due process rights of the subject of the complaint.

The District expressly prohibits an employee who is interviewed during the course of an investigation from attempting to influence other employees, including employees who may have witnessed the underlying conduct at issue, while the investigation is open and ongoing.

An employee may discuss their interview with a designated representative from the employee's employee organization and/or the employee's legal representative. The District will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

#### **204.6 Responsibilities**

- (a) Each non-supervisor or non-manager is responsible for the following:
  - (a) Treating all individuals in the workplace or on District worksites with respect and consideration.
  - (b) Modeling behavior that conforms to this policy.
  - (c) Participating in periodic trainings on personnel matters.
  - (d) Cooperating with the District's investigations pursuant to this policy by responding fully and truthfully and in a timely manner to all questions posed during the investigation.
  - (e) Taking no actions to influence the complainant or any potential witness while the District's investigation is ongoing.
  - (f) Reporting any act they believe in good faith constitutes harassment, discrimination or retaliation as defined in this policy, to their immediate supervisor or manager, or the General Manager.
- (b) In addition to the responsibilities listed above, each manager and supervisor is responsible for:
  - 1) Informing employees under their supervision of this policy.
  - 2) Taking all steps necessary to prevent harassment, discrimination and retaliation from occurring, including, but not limited to, monitoring the work environment and taking immediate and appropriate action to stop violations (*e.g.*, removing inappropriate pictures or correcting inappropriate language).
  - 3) Receiving and responding to complaints in a uniformly fair and serious manner.
  - 4) Documenting the steps taken to resolve such complaints.

- 5) Following up with those who have complained to ensure that the offensive conduct about which they complained has stopped and that there have been no reprisals or retaliation or threats of reprisals or retaliation.
- 6) Informing those who complain about harassment and/or discrimination of their option to contact the EEOC or CRD and file a complaint about such activity.
- 7) Assisting and/or advising employees regarding this policy.
- 8) Assisting in the investigation of complaints involving subordinate employee(s).
- 9) Where a complaint is substantiated, assisting in the development of a recommendation concerning an appropriate corrective or disciplinary action in accordance with these policies.
- 10) Implementing appropriate corrective or disciplinary actions.
- 11) Reporting potential violations of this policy to the General Manager, regardless of whether an employee complained about such conduct.
- 12) Participating in periodic training and scheduling employees for training.

## **206 Reasonable Accommodation and Interactive Process**

### ***206.1 Reasonable Accommodation***

Absent undue hardship or direct threats to the health and safety of employee(s), the District provides employment-related reasonable accommodations to the following employees and applicants for employment:

- (a) Qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions; and
- (b) Employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider; and
- (c) Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
- (d) Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.

### ***206.2 Supporting Documentation or Certification***

#### ***206.2.1 Reasonable Medical Documentation of Disability***

If the disability or the need for reasonable accommodation is not obvious, the District may require the individual requesting such accommodation to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the District will do the following: (1) explain the insufficiency of the documentation provided; (2) allow the employee or applicant to supplement the documentation in order to remedy the issue with the documentation provided; and (3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

#### ***206.2.2 Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions***

If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the District will provide the employee with notice of the need for a medical certification within

two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: (1) a description of the requested accommodation or transfer; (2) a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and (3) the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

**206.2.3 Certification of Victim Status**

An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for their safety while at work must provide both of the following:

- (a) A written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
- (b) A certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

**206.3 Fitness for Duty Examinations**

**206.3.1 Applicants**

After the District extends a conditional offer of employment to an applicant, the District may require the applicant to submit to a fitness for duty examination that is job-related, necessary for efficient operations of the District, and required of all applicants for the job classification. The District will notify an applicant or employee who is required to pass a medical and/or psychological examination of their right to obtain a second opinion at their expense and that he/she may submit such second opinions for consideration.

**206.3.2 Current Employee**

The General Manager may require an employee to submit to a fitness for duty examination in order to determine whether the employee has a disability and is able to perform the essential functions of their job when there is significant evidence of the following:

- (a) The employee's ability to perform one or more essential functions of their job has declined; or
- (b) Observation of the employee's work could cause a reasonable person to question whether an employee is still capable of performing one or more of their essential job duties, or is still capable of performing those duties in a manner that does not harm themselves or others.

**206.3.3 Role of Health Care Provider**

The District may request the applicant's or employee's health care provider to conduct a fitness for duty exam on the applicant or employee, or may request a District-selected health care provider to do so at the District's expense. The District will allow an employee paid time off to attend the exam. The District will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job. The examination will be limited to determining whether the applicant or employee can perform the essential functions of their position and any work restrictions and/or functional limitations that apply to the applicant or employee. The health care provider will examine the employee and provide the District with non-confidential information regarding whether:

- (a) The applicant or employee has a disability within the meaning of the FEHA;
- (b) The applicant or employee is fit to perform essential job functions;

- (c) Workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;
- (d) There are any reasonable accommodations that would enable the employee to perform essential job functions; and
- (e) The employee's continued employment poses a threat to the health and safety of themselves or others.

Should the health care provider exceed the scope of the District's request and provide confidential health information, without valid consent of the applicant or employee, the District will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the District has requested.

#### ***206.3.4 Authorization for Use of Medical Information***

During the course of a fitness-for-duty examination, the District will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

#### ***206.3.5 Medical Information from the Employee or Applicant***

If an employee or applicant submits medical information to the District from their own healthcare provider, the General Manager will not forward that information on to the healthcare provider who conducted the examination for the District, without the employee or applicant's written authorization.

Upon receipt of the written authorization, the General Manager or designee will request the District-paid healthcare provider to determine whether the information alters the original fitness for duty assessment.

#### ***206.4 Interactive Process***

##### ***206.4.1 When to Initiate the Interactive Process***

The General Manager or designee will initiate the interactive process when:

- (a) An applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s);
- (b) The District otherwise becomes aware of the need for an accommodation through a third party (*e.g.*, a doctor's note requesting an accommodation) or by observation of the employee's work;
- (c) The District becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation;
- (d) An employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider;
- (e) An employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave;
- (f) An employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for their safety at work;
- (g) An employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or
- (h) An employer is aware of the need for a reasonable accommodation for an employee's or applicant's religious beliefs, observance or practices.

##### ***206.4.2 Interactive Communication***

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the General Manager or designee will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and their designated representative, (if any). The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations. The General Manager or designee will document these communications in writing.

***206.4.2.1 Potential Accommodations for Applicants or Employees with Disabilities***

Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain their current job. The process will generally then move on to possible reasonable accommodations in other vacant positions, for which the individual is qualified, if there is no reasonable accommodation in the current position that does not cause undue hardship, or that does not present a risk of harm to the individual or others. The District will consider accommodations that the applicant or employee suggests, including their physician's recommendations and work restrictions, but has the right to select and implement any reasonable accommodation that it deems effective. The range of potential reasonable accommodations includes, but is not limited to, the following:

- (a) Making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities, including, but not limited to, the following: acquisition or modification of equipment or devices; adjustment or modifications of examinations, training materials, or policies; and/or the provision of qualified readers or interpreters;
- (b) Job restructuring;
- (c) Part-time or modified work schedules;
- (d) Modification of work location, including consideration of remote work;
- (e) Paid or unpaid leave of absence of a finite duration that is likely to enable the employee to return to work at the end of the leave;
- (f) Preferential consideration to reassignment to a vacant, comparable position, except when such preference would violate a bona fide seniority system;
- (g) Reassignment to a vacant lower-paid position if there is no funded, vacant comparable position for which the individual is qualified for; or
- (h) Reassignment to a temporary position, if the individual agrees.

***206.4.2.2 Potential Accommodations for Employees Affected by Pregnancy and Related Medical Conditions***

Depending on the facts of each case, the interactive process will attempt to identify and implement a reasonable accommodation that is consistent with the medical certification applicable to the applicant or employee. Whether an accommodation is reasonable is a case-by-case analysis that takes into account several factors, including, but not limited to: the employee's medical needs; the duration of the needed accommodation; and the employer's legally permissible past and current practices. The range of potential accommodations includes, but is not limited to, the following (inclusive of 206.4.2.1):

- (a) Transfer to a less strenuous or hazardous position for the duration of the pregnancy;
- (b) Change in or restructuring of work duties, such as modifying lifting requirements;
- (c) Providing more frequent breaks;
- (d) Providing appropriate seating;
- (e) Time off for medical appointments; and

- (f) Transfer temporarily to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate a reduced work schedule or intermittent leave. However, a reduction in work hours may be considered a form of pregnancy disability leave and deducted from the employee's four (4) month pregnancy disability leave entitlement.

***206.4.2.3 Potential Accommodations for Employee-Victims of Domestic Violence, Sexual Assault, or Stalking***

Depending on the facts of each individual case, the interactive process analysis will review all possible accommodations that would enhance the safety of the employee victim at work. In determining what accommodation is reasonable, the District will consider the exigent circumstance or danger facing the employee. The District will consider the preferences of the employee to be accommodated but has the right to select and implement any accommodation that it deems effective. The range of potential safety measure accommodations includes, but is not limited to, the following:

- (a) Transfer, reassignment, modified schedule;
- (b) Change in work telephone number;
- (c) Change in location of work station;
- (d) Installation of locks;
- (e) Assistance in documenting domestic violence, sexual assault, stalking, or a crime that occurs in the workplace;
- (f) The implementation of a safety procedure(s);
- (g) Adjustment to job structure, workplace facility, or work requirement; and
- (h) Referral to a victim assistance organization.

***206.4.2.4 Potential Accommodations for Religious Creed, Religious Dress Practice, or Religious Grooming Practice***

Depending on the facts of each case, the interactive process analysis will review all possible accommodations that would resolve the conflict between the religious belief or observance and any employment requirement. The District will consider the preference of the employee or applicant, but has the right to select and implement any accommodation that it deems effective. The range of potential accommodations includes, but is not limited to, the following:

- (a) Job restructuring or job reassignment (but not segregation from other employees or the public);
- (b) Modification of work practices, including dress or grooming;
- (c) Allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked in order to avoid a conflict with their religious observances; and

***206.4.3 Determination***

After the interactive process communications, the General Manager will review the information received, and determine: whether all available information has been reviewed; whether all potential accommodations that the applicant or employee has suggested have been considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences have been taken into account; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming themselves or others; and if the accommodations would pose an undue hardship on District finances or operations. The General Manager or designee will inform the applicant or employee of their determination in writing. The General Manager will use their discretion based upon the particular facts of each case.

***206.5 Access to Medical Information Regarding Fitness for Duty***

Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the

need for accommodation will be accessible only by the General Manager, the District's legal counsel, first aid and safety personnel in case of emergency, and supervisors who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to federal and state law.

## **208 Whistleblower Protection**

### ***208.1 Policy***

The District prohibits all of the following conduct by District employees:

- (a) Taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation;
- (b) Preventing an employee from disclosing information to a government agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation;
- (c) Retaliating against an employee for refusing to participate in any activity that would result in a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation; and
- (d) Retaliating against an employee because the employee's family member has, or is perceived to have engaged in any of the protected activities listed in (a)-(c) above.

### ***208.2 Policy Coverage***

This policy governs and protects District officials, officers, employees, temporary employees, or applicants for employment.

### ***208.3 Definitions***

"Protected activity" means any of the following activities:

- (a) Filing a complaint with a federal or state enforcement or administrative agency that discloses any information that the employee has reasonable cause to believe violates federal or state law or a violation or noncompliance with a local, state, or federal rule or regulation;
- (b) Participating in or cooperating in good faith with a local, federal or state enforcement agency that is conducting an investigation into alleged unlawful activity;
- (c) Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity;
- (d) Associating with another covered individual who is engaged in any of the protected activities enumerated here;
- (e) Making or filing in good faith and with reasonable cause an internal complaint with the District regarding alleged unlawful activity;
- (f) Providing informal notice to the District regarding alleged unlawful activity;
- (g) Calling a governmental agency's "whistleblower hotline" in good faith;
- (h) Filing a written complaint under penalty of perjury that the District has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety; and

- (i) Refusing to participate in any activity that the employee reasonably believes would result in a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation.

“Adverse action” means, but is not limited to, the following actions:

- (a) Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity;
- (b) Refusing to hire an individual because of actual or potential protected activity;
- (c) Denying promotion to an individual because of actual or potential protected activity;
- (d) Taking any form of disciplinary action because of actual or potential protected activity;
- (e) Extending a probationary period because of actual or potential protected activity;
- (f) Altering work schedules or work assignments because of actual or potential protected activity;
- (g) Condoning hostility and criticism of co-workers and third parties because of actual or protected activity;
- (h) Spreading rumors about a person because of that person’s actual or perceived protected activity; and
- (i) Shunning or unreasonably avoiding a person because of that person’s actual or perceived protected activity.

#### ***208.4 Complaint Procedure***

An applicant, employee, or temporary employee who feels they have been retaliated against in violation of this policy should immediately report the conduct according to the complaint procedure in the District’s Policy Against Discrimination, Harassment, or Retaliation so that the complaint can be resolved fairly and quickly. Supervisors and managers have the same responsibilities as defined in the Policy Against Discrimination, Harassment, or Retaliation.

## **300 CLASSIFICATION POLICIES**

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### **302 Classification and Compensation Plans**

#### ***302.1 Classification Plan***

The General Manager shall ascertain and record the duties and responsibilities of all positions and, after consulting with affected Department Managers, shall recommend a classification plan, including job descriptions, for such positions. The plan and any revisions thereof shall become effective upon approval by the General Manager and may be amended by the General Manager from time to time. During the process of consideration, any recognized employee organization affected shall be advised. Amendments and revisions of the plan may be suggested by any interested party, including any recognized employee organization, and shall be submitted to the General Manager for consideration.

Following the approval of the classification plan, the General Manager shall allocate every position to one of the classifications established by the plan.

When a new position is created, such position may not be filled until the classification plan has been amended to provide for the new position.

Advanced prior notice of changes to the existing classification plan shall be provided to the applicable recognized exclusive labor organizations which represent the changed classifications.

#### ***302.2 Reclassification***

The General Manager may initiate a job audit to determine whether the duties of a position have changed to such an extent that they necessitate reclassification of the position from the existing classification to a more appropriate classification. Upon completion of the job audit, the General Manager shall make a recommendation regarding reclassification to the Board of Directors. The District shall provide any impacted recognized exclusive labor organizations advanced notice and an opportunity to meet and confer, (consistent with the MMBA) regarding the impacts of the reclassification.

Whenever, at the discretion of the Board of Directors, the Board of Directors changes District organization methods, procedures, etc., resulting in the need to reclassify a position, the General Manager shall allocate such positions to more appropriate position descriptions. Reclassification shall not be used for the purpose of avoiding restrictions concerning demotions and promotions not to affect a change in salary in the absence of a significant change in assigned duties and responsibilities.

#### ***302.3 Compensation Plan***

For Management & Confidential Employees (MCE), the General Manager shall prepare a plan of payment and compensation, which shall prescribe other designated benefits. The salary schedule identifies a minimum rate of pay and progressive pay rates for each position.

The General Manager shall submit a salary schedule for approval to the Board of Directors. The Board of Directors shall review and revise the proposed salary schedule as appropriate and shall adopt the salary schedule by resolution. This adoptive resolution may be the same resolution used to adopt the annual budget.

## **400 RECRUITMENT, SELECTION, AND APPOINTMENT**

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### **402 Recruitment, Selection and Appointment Policy**

#### ***402.1 Job Announcement***

The General Manager or designee will prepare a job announcement to announce a proposed recruitment. The announcement shall be posted on the District's website and at other locations the General Manager deems appropriate, depending upon whether the recruitment is open to the public or current employees only. The announcement will include the following:

- (a) The title and pay for the position;
- (b) The nature of the work to be performed and essential job duties of the position;
- (c) The minimum qualifications, including whether the job is a promotional position and the experience and education desired for the position;
- (d) A statement of the employment status of the position – for cause or at-will;
- (e) The last date that the District will accept applications, if any;
- (f) The time, place, and type of the examination, if known, and if a medical examination, and/or a drug screen will be required following a conditional offer of employment; and
- (g) Such other information as determined in the discretion of the General Manager.

#### ***402.2 Application Forms***

Job applications shall require information describing an individual's training, experience, and other pertinent information as deemed necessary to assess qualifications for the job. Applicants may be required to provide supplementary information, including, but not limited to, the following: answers to job-related questions; resume; licenses; certifications; diplomas; letters of recommendation; and references. All applications must be completed in full and signed, physically or electronically, by the person applying. The District will not process any application that is not fully completed and signed. An applicant's application and supplemental information are subject to verification. Should an applicant be appointed to a position, the supplemental information shall become a part of the individual's permanent employment records.

#### ***402.3 Disqualification of Applications***

The District may reject any application which: is not properly completed or incomplete; received after the application deadline; or indicates that the applicant does not meet the minimum qualifications for the position. Whenever an application is rejected, notice of such rejection shall be mailed or emailed to the applicant. Unsuccessful applicants are able to reapply for future job postings.

##### ***402.3.1 Criminal Conviction Check***

After the District makes a conditional offer of employment, the District may then request information about criminal convictions, except for misdemeanor marijuana-related convictions that are over two years old, or convictions that have been judicially sealed, eradicated, or expunged. Unless required by law, the District will not deny employment to any applicant solely because they have been convicted of a crime. The District may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position. This policy does not apply to applicants for public safety jobs.

#### ***402.4 Employment Examinations***

- (a) The General Manager will determine the manner and methods of administering employment examinations including promotional examinations. Examinations may consist of: written tests; oral tests; performance tests; evaluations of prior training and performance, experience and/or education; interviews; working style assessments; practical exercises; file review; or any combination thereof. The content of all examinations will be job-related and designed to test knowledge, skills or abilities that help predict successful completion of job duties.
- (b) The content of all examinations will be kept confidential prior to the administration of the examination. All applicants who are invited to the examination will be notified of the nature of the examination.
- (c) An applicant with a disability may request accommodation in an examination process. Following receipt of a request for accommodation, the General Manager may require additional information, such as reasonable documentation of the existence of a disability.
- (d) Failure in one part of the examination, or the failure to meet established standards described in the job announcement, may be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination. Each applicant will be notified by mail whether they will continue in the examination process.
- (e) Applicants who meet the minimum qualifications and pass all examinations may be subject to a background, physical examination and reference check as required by the specific position. The District shall pay for the expense of the background, physical examination and reference check.

#### ***402.5 Eligibility Lists***

- 403 After completion of an open or promotional examination for a classification, the District will prepare an eligibility list consisting of the names of candidates who passed the examination. Eligibility lists shall become effective upon the certification by the General Manager.
- 404 A person appearing on an eligible list will be emailed notice of their placement on the list.
- 405 A person placed on an eligibility list shall be removed from the list if they so request in writing or fail to respond to notification of an opening within five days after notification. It is the responsibility of the eligible person to keep the General Manager informed of their current physical or email address or phone number. The names of employees on promotional lists who resign from their service with the District shall automatically be dropped from such lists.

#### ***402.6 Appointments***

- (a) The General Manager will make all appointments except for those classifications that report to the Board of Directors. The General Manager has discretion to decide in what manner a vacancy shall be filled including provisional appointments. Whenever practical, vacancies shall be filled by transfer, demotion, re-employment, reinstatement, or from employment lists certified by the General Manager. No specific list shall have priority over other lists. The General Manager will make appointments for those classifications that report to it.
- (b) When a position is to be filled from a promotional or open eligibility list, the General Manager may choose from the specified list one of the top three candidates on the eligibility list. If no person among the top three candidates indicates a willingness to accept the appointment, the General Manager may make the appointment from among the remaining names on the eligibility list, may request a new examination and establish a new eligibility list, or may fill the position by any other method authorized by these Policies.
- (c) Appointment to certain positions may be made contingent upon the applicant/employee passing a drug/alcohol test, and/or a job-related medical and/or psychological examination. Such examination shall only be required after a conditional offer of employment has been made. (See Policy 206, Reasonable Accommodation and Interactive Process; and Policy 1208, Prohibitions on Drugs and Alcohol in the Workplace.)

- (d) The person accepting the appointment shall report to the General Manager or designee on the date designated by the General Manager. Otherwise, the applicant shall be deemed to have declined the appointment.
- (e) In the absence of there being names of individuals willing to accept an appointment from appropriate employment lists, a provisional appointment may be made by the General Manager of a person meeting the minimum training and experience qualifications for the position. Such an appointment may be made during the period of suspension of an employee or pending final action on proceedings to review suspension, demotion or dismissal of an employee, and such vacancy may be filled by the General Manager. A provisional employee may be removed at any time without the right of appeal or hearing. No provisional appointment shall exceed six months without specific concurrence of the Board of Directors. If a provisional appointee is selected for a regular position with the District, the time served as a provisional appointee shall be counted as time toward the fulfillment of the required probationary period.
- (f) When a temporary or volunteer position is changed to a regular position by the District's Board of Directors, the employee occupying that position may be appointed by the General Manager without initiating the routine job announcement or examination procedures, provided that the employee has served at least three months in that position. At the General Manager's discretion, if a temporary or volunteer position is selected for a regular position with the District, the time served as a temporary or volunteer may be counted as time toward the fulfillment of the required probationary period.
- (g) Every appointment, promotion, transfer, demotion, step increase, longevity increase, suspension without pay, separation for service, or any information or action that affects the salary status of an employee shall be initiated by the District on a Personnel Action Form (PAF).

#### ***402.6.1 Probationary Appointment***

##### **(a) At-Will Status**

The probationary period is part of the examination process and is used to determine whether work performance or work-related behavior meets the required standards of the position. A probationary employee may be rejected at any time during the probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights set forth under Policy 1002, Causes for Discipline and Procedures. Notification of rejection by the employee's Department Manager shall be submitted to the General Manager or designee prior to the expiration of the probationary period. The probationary employee will be notified prior to the expiration of the probationary period that they have been rejected from probation.

##### **(b) Length of Probation**

Unless otherwise specified by memorandum of understanding or these Policies, the probationary period is 12 months, and requires 2080 hours of actual and continuous service. The probationary period is automatically extended by the length of any absence of two workweek or more. The probationary period can also be extended by the District at the discretion of the General Manager or their designee.

##### **(c) Extension of Probationary Period**

The probationary period may be extended an additional period of time, up to six months, upon recommendation of the employee's Department Manager or the General Manager, and as approved by the General Manager with written notification to the employee, including the reason for the extension. In the event the probationary period is extended, approximately each sixty (60) days thereafter further evaluations will be conducted through the remainder of the extended probationary period. Extension of the probationary status extends the annual anniversary date accordingly.

##### **(d) Conclusion of Probationary Period**

When the employee has satisfactorily demonstrated the ability to perform in accordance with the requirements of the position, the employee's Department Manager shall file with the General Manager a written statement stating that the retention of the employee is desired. Upon submission of such written statement from the employee's Department Manager and the concurrence of the General Manager, the employee will be notified by the General Manager, in writing, that the employee has successfully completed probation.

If such a statement is not filed, the employee may be deemed to be unsatisfactory and their employment terminated at the expiration of the probationary period. When a statement of satisfactory service has not been filed, notice of termination shall be served on the terminated employee by the Department Manager and General Manager at the expiration of the probationary period.

**402.6.2 Probationary Period for Promotional Appointments**

(a) At-Will Status

A promotional probationary employee may be rejected at any time during the promotional probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights described in Policy 1002, Causes for Discipline and Procedures. If the employee fails to satisfactorily complete the probationary period in the promotional position, or at the conclusion of the probationary period by reason of failure of the employee's Department Manager or the General Manager to complete a written statement stating that the retention of the employee is desired, the Department Manager must file a statement that the employee's services have been unsatisfactory, and the employee shall return to the position held prior to promotion at the range and step held prior to promotion so long as the position still exists with CCSD.

(b) Length of Probation

On accepting a promotion, an employee serves a new probationary period of six (6) months of actual and continuous service. The probationary period is automatically extended by the length of any absence of a workweek or more.

**402.7 Promotions**

It shall be the policy of the District to fill job vacancies by promotion from within the organization to the greatest degree feasible, if the General Manager determines it would be in the best interest of the District. The General Manager may promote an employee without normal announcement or examination procedures under the following circumstances:

- (a) A previously authorized position in the District becomes available, and a qualified District employee is on a standing eligibility list.
- (b) If a previously authorized position in the District becomes vacant and a qualified employee is not on an eligibility list, but has an above-standard performance records, the General Manager may make a direct promotion.

If, in the opinion of the General Manager, it is in the best interest of the District that a vacancy in a position be filled by an open-competitive recruitment instead of by promotion, the General Manager shall arrange for an open competitive examination and for the preparation and certification of an open-competitive employment list.

**402.8 Transfers**

No District employee shall be transferred to a position for which the employee does not possess the minimum qualifications. An employee may be transferred by the General Manager at any time from one position to another which is comparable. For purposes of a transfer, "comparable position" is one with the same maximum salary, involves the performance of similar duties, and requires substantially the same basic qualifications.

If a transfer involves a change from one department to another, both Department Managers shall be consulted before the Manager orders the transfer. Transfers shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in the Personnel Ordinance or these Policies.

## **500 EMPLOYMENT OF RELATIVES OR SPOUSES/ DOMESTIC PARTNERS**

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### **502 Employment of Relatives, Spouses, Domestic Partners**

#### ***502.1 Policy***

The District regulates the employment and placement of relatives, spouses, and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale.

#### ***502.2 Definitions***

- (a) “Relative” means child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.
- (b) “Spouse” means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by state law.
- (c) “Supervisory relationship” means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to their District appointment.

#### ***502.3 Employment of Relatives***

The District will not appoint, promote or transfer a person to a position within the same department, division, or facility in which the person’s relative already holds a position, if any of the following would result:

- (a) A direct or indirect supervisory relationship between the relatives;
- (b) The two employees having job duties which require performance of shared duties on the same or related work assignment;
- (c) Both employees having the same supervisor; or
- (d) A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

#### ***502.4 Spouses or Domestic Partners***

The District will not appoint, promote, or transfer a person, to the same department, division, or facility in which the person’s spouse or registered domestic partner already holds a position, if such employment would result in any of the following:

- (a) One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner;
- (b) Potential conflicts of interest or hazards for married persons or those in domestic partnership which are greater than for those who are not married or in domestic partnerships; or
- (c) A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

#### ***502.5 Marriage or Domestic Partnership After Employment***

- (a) Transfer: If two District employees who work in the same department later become spouses or domestic partners, the General Manager has discretion to transfer one of the employees to a similar position in another department. Although the wishes of the two employees will be considered, the General Manager retains sole discretion to determine which employee will be transferred based upon District needs for supervision, safety, security or morale. Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

- (b) Separation: If continuing employment of both employees, who work in the same department and who later become spouses or domestic partners, cannot be accommodated in a manner the General Manager finds to be consistent with the District's interest in the promotion of supervision, safety, security, or morale, then the General Manager retains sole discretion to separate one employee from District employment. Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

## **600 COMPENSATION AND PAYROLL PRACTICES**

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### **602 Work Schedules and Attendance**

#### ***602.1 Work Schedules***

Work schedules are determined at the discretion of the Department Manager and/or General Manager and are subject to change with or without notice, according to the needs of the department or District. An overtime-eligible employee shall be in attendance and at work during the hours specified by the supervisor.

#### ***602.2 Meal Period***

A 30-minute non-compensated meal period will be provided to all full-time overtime-eligible employees who work more than five (5) hours, but less than eight (8) hours during the workday. Overtime-eligible employees are responsible for taking their meal period at a time designated by the supervisor.

#### ***602.3 Rest Period***

A 15-minute compensated rest period will be provided to all overtime-eligible employees for each four-hour period of service. The rest period shall be taken at a time designated by the employee's supervisor. Rest periods may not be combined to shorten the workday or to extend the meal period.

#### ***602.4 Lactation Break Time and Location***

The District will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid or the employee may choose to use accrued leave.

Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The District will provide a room or other appropriate location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:

- (a) Be shielded from view and free from intrusion while being used to express milk;
- (b) Be safe, clean, and free of hazardous materials;
- (c) Contain a surface on which to place a breast pump and personal items;
- (d) Contain a place to sit; and
- (e) Have access to electricity needed to operate an electric battery-powered breast pump.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

The District will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area.

#### ***602.4.1 Lactation Accommodation***

An employee may make a request for lactation accommodation, either orally or in writing, to the General Manager.

Following receipt of a request for lactation accommodation, the District will provide a timely written response to the employee in which the District will indicate if it is unable to provide the requested break time or a requested location for the purposes of expressing breast milk.

An employee who does not believe that District is providing an appropriate lactation accommodation should immediately inform the General Manager.

An employee who does not believe that the District is providing an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

#### ***602.4.2 Storage of Expressed Milk***

Any employee storing expressed milk in any authorized refrigerated area within the District shall clearly label it as such. No expressed milk shall be stored at the District beyond the employee's work day/shift.

#### ***602.5 Advance Request for Permission to Deviate from Regular Work Hours***

An overtime-eligible employee is required to seek advance permission from their supervisor for any foreseeable absence or deviation from regular working, break, and meal times.

If an employee cannot report for work, then the employee is expected when possible, to notify their immediate supervisor before the workday or as soon as possible.

#### ***602.6 Notification of Unforeseen Late Arrival or Absence***

An overtime-eligible employee who is unexpectedly unable to report for work as scheduled must notify their immediate supervisor no later than the beginning of the employee's scheduled work time and report the expected time of arrival or absence. If the immediate supervisor is not available, the employee must notify the Department Manager or General Manager.

Nonexempt employees who are unable to report to work shall notify their immediate supervisor of their expected time of arrival or absence. If the nonexempt employee's immediate supervisor is not available, the employee shall notify the Department Manager or the General Manager.

#### ***602.7 Unauthorized Absence is Prohibited***

Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited, absent authorization. An overtime-eligible employee who fails to timely notify the supervisor of any absences as required by this policy, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence and will not receive compensation for the period of absence.

All departments shall keep daily attendance records of employees which shall be reported to the General Manager in the form and on the dates specified by the General Manager.

#### ***602.8 Excessive Tardiness/Absenteeism and Abuse of Leave***

Excessive tardiness occurs when an employee who, without authorization, is late to work or late to return from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unapproved absences, not including approved sick days, for reasons that are not permitted by federal or state law, exceeds three (3) days in any three (3) month period. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination.

Abuse of leave is a claim of entitlement to leave when the employee does not meet the requirements for taking the leave, and may be grounds for discipline, up to and including termination. Should the District suspect that there is an abuse of leave by an employee, the District may require that the employee submit a physician's certificate to support the absence.

## **604 Work Week, Overtime and Compensatory Time Off**

### ***604.1 Work Week***

The workweek begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. on Friday, except for employees on a 9/80 work schedule, or as otherwise designated in an applicable MOU, or by a FLSA 29 U.S.C. § 207(k) ("Section 7(k)") work period for fire employees.

#### ***604.1.1 Work Week for 9/80 Work Schedule***

Employees working a 9/80 work schedule will have a regular day off every other week as determined by the District. For employees working a 9/80 work schedule, each employee's designated workweek shall begin exactly four hours after the start of their eight (8) hour shift on the day of the week that corresponds to the employee's alternating regular day off.

#### ***604.1.2 Work Period for Fire***

Covered Firefighting employees may be assigned to a 40-hour workweek schedule, consisting of four (4) consecutive ten (10) hour workdays, or a 56-hour (average) workweek schedule, consisting of twenty-four (24) hour work shifts that are scheduled in a manner so that each employee is assigned to duty an average of one third (1/3) of the days of a designated work period. The current 56-hour (average) workweek schedule consists of two consecutive 24-hour work shifts (48 consecutive duty hours) followed by four consecutive calendar days off (96 consecutive hours off duty).

### ***604.2 Overtime***

Overtime is all hours an overtime-eligible employee actually works over 40 hours in their designated workweek. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating FLSA overtime pay; paid leave will not be counted. Overtime-eligible employees who are directed to work overtime must do so but employees shall not be assigned overtime for arbitrary or capricious reasons.

#### ***604.2.1 No Remote Access for Overtime-Eligible Employees***

Unless an employee has been assigned to on-call or standby duty, the General Manager must provide, in writing, authorization for overtime-eligible employees to have remote access to District equipment, resources, or email.

#### ***604.2.2 Prior Approval Required for Overtime***

Overtime-eligible employees are not permitted to work overtime except as directed and authorized by their supervisor or designee, or in case of emergency, as determined by the District. Working overtime without prior authorization or approval is grounds for discipline. In emergency situations that necessitate working overtime, the employee must notify a supervisor as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working. Failure to follow these overtime approval procedures may subject the employee to disciplinary action, up to and including termination, for violating the overtime approval procedures.

### ***604.3 Accurate Time Reporting***

All employees must accurately report all work time to the nearest five (5) minutes.

#### ***604.4 No Volunteering of Work Time***

All time spent for the benefit of the District must be reported as hours worked on time records so that the employee is paid for all work. Overtime-eligible employees may not “volunteer” work time to perform duties that are the same or similar to their stated or regular job duties. Employees have no authorization to work without compensation. No supervisor has the authority to request overtime-eligible employees to volunteer work time.

#### ***604.5 Compensatory Time Off***

An overtime-eligible employee may opt to accrue compensatory time-off (“CTO”) in lieu of cash payment for overtime worked if their supervisor agrees prior to overtime work being performed.

- (a) **Accrual Rate:** CTO accrues at the rate of one and one-half (1.5) hours for each hour, or fraction thereof, worked after 40 hours of actual work within the employee’s designated work week. Time in paid leave status does not count toward CTO. CTO cannot be accumulated in excess of 80 hours at any given time.
- (b) **Employee Request to Use CTO:** The District will grant an employee’s request to use accumulated CTO provided that: (1) the department can accommodate the use of CTO on the day requested without undue disruption to department operations; and (2) the employee makes the request in writing to the supervisor as soon as is practical. If the employee does not adequate notice, or if the department cannot accommodate the time off without undue disruption, the District will provide the employee the opportunity to cash out the amount of CTO requested at the end of the current pay period.
- (c) **District Cash Out:** The District reserves the right to cash out accumulated CTO at any time.
- (d) **Value of CTO Cash Out:** During employment, CTO is cashed out at the employee’s current FLSA regular rate of pay (including all FLSA-applicable salary differentials and special pays). Employees separating from District service shall be compensated for all accrued, unused compensatory hours at their current FLSA regular rate of pay, or their average FLSA regular rate for the prior three years, whichever is higher.

## **700 PERFORMANCE EVALUATION POLICIES**

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### **702 Performance Evaluations**

#### ***702.1 Performance Evaluations***

A non-probationary employee's supervisor will prepare and sign a performance evaluation on a District form for each performance evaluation period. The General Manager will review and approve all performance evaluations. Additional performance evaluations may be prepared at any time the General Manager deems necessary. Upon completion of the evaluation, a recommendation will be made to the General Manager for consideration of any possible step increase.

If an employee develops less than workmanlike attitudes or practices in their position, supplementary performance reviews may be necessary, additional reports may be filed, and disciplinary action may be taken.

Conversely, if exemplary workmanlike attitudes or practices are developed, supplementary affirmative performance reports may be filed for future consideration and evaluation, or special commendations or benefits may be conferred.

The General Manager may request a Corrective Action Plan to be prepared to provide clear direction to an employee whose performance is substandard.

#### ***702.2 Probationary Employee Performance Evaluations***

On or about the completion of one (1) year of a probationary period, and again at any point prior to separation or the successful completion of the probationary period, the probationary employee's supervisor will prepare and sign a performance evaluation. The purpose of the probationary performance evaluation is to chart the probationer's progress toward meeting the standards of their position.

#### ***702.3 Performance Evaluation Meeting***

The supervisor will meet with the employee to discuss the performance evaluation. The employee shall sign the evaluation to acknowledge its contents and that they have met with their supervisor to discuss the evaluation. The employee's signature shall not mean that they endorse the contents of the evaluation.

#### ***702.4 No Appeal Right***

An employee does not have the right to appeal or submit a grievance regarding any matter relating to the content of a performance evaluation. Instead, the employee may comment on the evaluation in a written statement, which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within thirty days after the employee receives the evaluation.

## 800 LEAVES OF ABSENCES

### 802 Vacation Leave and Holidays

#### 802.1 Vacation Leave

Eligible full-time and part-time employees, with the exception of temporary employees, earn vacation leave while in paid status until they reach the applicable vacation accrual cap. Employees accrue vacation time according to their full or part-time status and the number of consecutive years the employee has worked for the District as follows:

(a) Full-Time Employee Accrual Rate:

<u>Consecutive Full-Time Years of Service</u>	<u>Received Per Pay Period of Paid Status</u>	<u>Received per Year of Paid Status</u>
Less than 5 years	3.08 hours	80 hours
5 – 10 years	4.62 hours	120 hours
10 - 15 years	6.15 hours	160 hours
15 or more years	7.69 hours	200 hours

(b) Part-Time Employee Accrue Pro-Rated Vacation:

Part-time employees who are budgeted to work at least 20 hours per week earn vacation leave while in paid status in a pro-rated amount based upon the accrual applicable to full-time employees. Once a part-time employee reaches the pro-rated accrual cap, they stop earning vacation.

#### 802.2 Limitations on Vacation Leave Accrual

No employee may accrue more than the equivalent of two (2) times the employee’s annual vacation leave accrual rate, or for part-time employees, the equivalent of two (2) times the pro-rated accrual rate. When an employee reaches the equivalent of two (2) times the employee’s annual vacation leave accrual rate, they shall cease earning vacation leave until their leave balance falls below the equivalent of two (2) times the employee’s annual vacation leave accrual rate. Vacation leave will not accrue during leaves of absence without pay unless required by law.

#### 802.3 Scheduling of Vacation Leave

Vacation leave may not be used until it is earned. The employee and their Department Manager and/or General Manager will schedule the times when an employee may take vacation leave. The scheduling will be based on the employee’s preference and the District’s operational needs. An employee shall provide a minimum of one week’s written advance notice, unless waived by the General Manager, when requesting vacation time off.

#### 802.4 Unused Vacation Leave upon Separation

Any employee separating from the District who has accrued vacation leave shall be paid for all accrued vacation at their rate of pay at the time of separation.

#### 802.5 Holidays

Full-time employees, except temporary employees, receive the holidays listed below with pay.

If New Year’s Day, Independence Day, or December 25<sup>th</sup> falls on a Sunday, the Monday following shall be treated as the holiday. If any of those three (3) holidays falls on a Saturday, the preceding workday shall be treated as the holiday. Part-

time employees whose scheduled work time falls on a holiday will receive that holiday off with pay for the hours they were scheduled to work.

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

**802.6**            *Floating Holidays*

Full-time employees who are entitled to holidays receive floating holidays per calendar year based upon their MOU or contract. Any time not used will be cashed out on the last pay period of the fiscal year.

**802.7**            *Pay for Holidays*

Employees entitled to paid holidays or floating holidays shall be paid for the number of hours the employee was scheduled to work had it not been a holiday or floating holiday based upon their MOU. An overtime-eligible employee who is required to work on a holiday will receive holiday pay and pay for the actual time worked on the holiday based upon their MOU.

**804 Sick Leave**

**804.1 Purposes for Sick Leave**

Sick leave is paid leave from work that an employee may use for the following purposes:

- (a) Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or any of the following family members of the employee: a child of any age or dependency status; a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchild; a sibling; or "designated person." "Designated person" means a person identified at the time the employee requested sick leave. An employee is limited to one designated person per 12-month period for paid sick days: or
- (b) For an employee who is a victim of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or (2) obtain

medical attention or psychological counseling, services from a shelter, program or crisis center, or (3) participate in safety planning or other actions to increase safety.

**804.2 Terms of Sick Leave**

**(a) Accrual & Carryover for Different Categories of Employees:**

- 1) Full-time employees who are not temporary accrue eight (8) hours of sick leave for each calendar month of paid status; part-time employees who are not temporary accrue sick leave in an amount prorated based upon their MOU or contract. Accrued sick leave carries over from year to year. No accrual limit applies.
- 2) Part-time employees (not covered by an MOU or contract) or temporary employees who work 30 or more days within a year from the commencement of employment with the District accrue one hour of paid sick leave for every 30 hours worked. Accrued and unused sick leave carries over to the following year of the employment, but a part-time or temporary employee stops accruing sick leave once they have accrued 80 hours or 10 workdays or work shifts of such leave, whichever is greater.

**(b) Sick Leave Use**

An employee may use accrued sick leave, in a minimum increment of two hours, beginning on the 90th day after the first day of employment with the District, subject to the limits and request provisions in this policy.

**(c) Protected Sick Leave:**

- (a) For full-time employees who are not temporary or provisional appointed, one-half of the employee’s accrued and available annual sick leave is protected and may be used for any of the purposes stated in this policy; and
- (b) For part-time and temporary employees, up to 40 hours, or five (5) workdays or work shifts, whichever is greater, of accrued and available sick leave each year is protected and may be used for any of the purposes stated in this policy. The year is measured beginning on July 1, 2015, or the employee’s anniversary of hire date, whichever is later.

**(d) Sick Leave Request:** To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this policy without good reason, may result in the employee being treated as absent without leave.

**Certification:** The District may require that employees who are not part-time or temporary employees, must provide a physician’s certification to support any absence that involves the illness of the employee or family member if the District suspects that there is an abuse of sick leave by the employee. All employees, including temporary, who use paid leave to address issues related to domestic violence, sexual assault, stalking, or other crimes and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

**(e) Sick Leave on Separation from Employment:** Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. Unused sick leave may be converted to retirement service credits only as may be permitted under applicable retirement system laws and regulations.

**(f) Sick Leave Reinstatement:** If an employee separates and is rehired within one year from separation, accrued and unused sick leave, to a maximum of six (6) days or 48 hours, whichever is greater, will be reinstated. An

employee who worked at least 90 days in the initial employment with the District may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the District must work the remaining amount of the 90-day-qualifying period to be able to use accrued sick leave.

## **806 Family and Medical Care Leaves**

### ***806.1 Statement of Policy; Concurrent Running of Leave under the Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”)***

The District provides family and medical care leave for eligible employees as required by federal and state law. Employees who misuse or abuse family and medical care leave may be disciplined, up to and including termination. Employees who fraudulently obtain or use California Family Rights Act (“CFRA”) leave are not protected by the CFRA’s job restoration or maintenance of health benefits provisions.

This policy is supplemented by the Federal Family and Medical Leave Act (“FMLA”), and the CFRA. Unless otherwise stated in this policy, “Leave” means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, the District will run each employee’s FMLA and CFRA leaves concurrently with any other eligible leaves.

### ***806.2 Definitions***

- (a) “Child”
  - a. Under the FMLA, “child” means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or stepchild. A child is “incapable of self-care” if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning shopping, taking public transportation, paying bills, maintaining a residence, or using telephones and directories.
  - b. Under the CFRA, “child” means a child, including a child who is 18 years of age or older who is capable of self-care. An employee’s child means a biological, adopted, foster, stepchild, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.
- (b) “Covered active duty” means: (1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or (2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.
- (c) “Covered Service Member” means: (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 is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- (d) “Designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designation per 12-month period for family care and medical leave under the CFRA.

- (e) “Domestic Partner” is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.
- (f) “Family member” for FMLA leave means an employee’s child, parent, and spouse. “Family member” for CFRA leave means an employee’s child, parent, spouse, domestic partner, grandchild, grandparent, parent-in-law, and sibling.
- (g) “Grandparent” means a parent of the employee’s parent.
- (h) “Grandchild” means a child of the employee’s child.
- (i) “Health Care Provider” means any of the following:
  - 1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;
  - 2) An individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;
  - 3) A podiatrist, dentist, clinical psychologist, optometrist, or chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
  - 4) A nurse practitioner or nurse-midwife or a clinical social workers who is authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
  - 5) A Christian Science practitioner listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
  - 6) Any health care provider from whom an employer or group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
- (j) “Next of Kin of a Covered Service Member” means the nearest blood relative other than the covered service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA.
- (k) “Outpatient Status” means, with respect to a covered service member, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- (l) “Parent” means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

- (m) “Parent-in-law” means the parent of a spouse or domestic partner of the employee.
- (n) “Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves:
- 1) Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (*e.g.*, inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered “inpatient” when a health care facility admits them to the facility with the expectation that they will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or
  - 2) Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
    - a. A period of incapacity (*i.e.*, inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
    - b. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
      - i. Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision by a health care provider, or by a provider of health care services (*e.g.*, a physical therapist) under orders of, or on referral by a health care provider; or
      - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
  - 3) Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is a “serious health condition” only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy leave. (*See* Policy 808, Leave Because of Pregnancy, Childbirth, or Related Medical Condition.)
  - 4) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
    - i. Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
    - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
    - iii. May cause episodic rather than a continuing period of incapacity (*e.g.*, asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
  - 5) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by health care provider.
  - 6) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would

likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

- (o) “Serious Injury or Illness” means: (1) in the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered service member incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the service member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. “Sibling” means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.
- (p) “Single 12 Month Period” means a 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered service member and ends 12 months after that date.
- (q) “Spouse” means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined below.
- (r) “12-Month Period” means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

### ***806.3 Reasons for Leave***

Leave is only permitted for the following reasons:

- (a) The birth of a child or to care for a newborn of an employee;
- (b) The placement of a child with an employee in connection with the adoption or foster care of a child;
- (c) Leave to care for a child, parent, or spouse who has a serious health condition;
- (d) Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, or sibling who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA.
- (e) Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of their position;
- (f) Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation;
- (g) Under the CFRA only, leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s domestic partner is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA; or
- (h) Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered service member of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period.

#### ***806.4 Employees Eligible for Leave***

An employee is eligible for leave if the employee satisfies the following conditions:

- (a) The employee has been employed by the District for at least 12 months;
- (b) The employee has been employed by the District for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and
- (c) For FMLA leave eligibility, the District directly employs at least 50 full or part-time employees within a 75-mile radius for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year. The workweeks do not have to be consecutive. The phrase “current or preceding calendar year” refers to the calendar year in which the employee requests the leave or the calendar year preceding this request.

#### ***806.5 Amount of Leave***

Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered service member) of leave during any 12-month period. If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

#### ***806.6 Minimum Duration of Leave***

- (a) If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (*e.g.*, bonding with a newborn) for less than two weeks duration on any two occasions.
- (b) If leave is requested to care for a child, parent, spouse, domestic partner, parent-in-law, grandparent, grandchild, sibling or the employee themselves with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this policy is required.

#### ***806.7 Parents Both Employed by the District***

If both parents of a child, adoptee, or foster child are employed by the District and are entitled to bonding leave:

- (a) The aggregate number of workweeks of FMLA leave to which both may be entitled may be limited to 12 workweeks during any 12-month period; and
- (b) Each parent is entitled to take 12 workweeks of CFRA leave during any 12-month period.

If both parents of a covered service member are employed by the District and are entitled to leave to care for a covered service member, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this policy.

#### ***806.8 Employee Benefits While on Leave***

- (a) Group Health Insurance during Unpaid Leave:

Leave under this policy is unpaid. While on unpaid leave, employees will continue to be covered by the District’s group health insurance for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four months each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the District will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).

- (b) Benefit Plans Not Provided through the District’s Group Health Plan during Unpaid Leave Do Not Continue:

The District does not pay for benefit plans that are not part of the group health plan for any employee on unpaid leave. As a result, employees will not continue to be covered under the District's benefit plans that are not provided through the District's group health plans while the employee is on unpaid leave.

(c) Payment of Premiums:

Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using their paid leave) or direct payments (if the employee is not using their paid leave). The District will inform the employee whether the direct payments for premiums should be paid to the carrier or to the District, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while employee is on leave.

(d) Recovery of Premium if the Employee Fails to Return from Leave:

To the extent permitted by law, if an employee fails to return to work after their leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or their family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.

**806.9 Substitution of Paid Accrued Leaves**

Although family and medical care leave is unpaid, an employee may elect and the District will require an employee to concurrently use all paid accrued leaves during family and medical care leave as described below.

**806.9.1 Employee's Right to Use Paid Accrued Leave Concurrently with Family Leave**

An employee may use any earned or accrued paid leave except sick leave for all or part of any unpaid family and medical care leave. An employee is entitled to use sick leave concurrently with family and medical care leave for the employee's own serious health condition or that of the employee's parent, parent-in-law, spouse, domestic partner, child, grandparent, grandchild, or sibling.

**806.9.2 District's Right to Require an Employee to Use Paid Leave When Using FMLA/CFRA Leave**

Employees must use and exhaust their accrued leaves concurrently with family and medical care leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two (2) exceptions as described below:

- (a) Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; and
- (b) An employee must agree to use accrued sick leave to care for a child, parent, parent-in-law, spouse or domestic partner, grandparent, grandchild, or sibling.

**806.9.3 District's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently With Other Leaves**

If an employee takes a leave of absence for any purpose which also qualifies under the FMLA and CFRA, the District will designate that leave as running concurrently with the employee's 12-week CFRA leave entitlement. The only exception is for firefighters who are on paid industrial injury leave.

**806.9.4 District's and Employee's Rights if an Employee Requests Accrued Leave Without Mentioning CFRA**

If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA qualifying purpose, the District may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. However, if the District denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, the District may require the employee to exhaust accrued leave as described above.

**806.10 Medical Certification/ Recertification**

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

(a) Employee's Own Serious Health Condition:

Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position. Upon expiration of the time period the health care provider originally estimated that the employee needed for their own serious health condition, the employee must obtain recertification if additional leave is requested.

(b) Family Member Serious Health Condition:

Employees who request leave to care for a child, parent, domestic partner, spouse, grandparent, grandchild, or sibling who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, spouse, grandparent, grandchild, or sibling and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, domestic partner, spouse, grandparent, grandchild, or sibling. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third-party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.

(c) Service member Serious Injury or Illness:

Employees who request FMLA leave to care for a covered service member who is a child, spouse, parent or "next of kin" of the employee, must provide written certification from a healthcare provider regarding the injured service member's serious injury or illness. The District will verify the certification as permitted by the FMLA regulations.

(d) Qualifying Exigency:

The first time an employee requests leave because of a qualifying exigency, an employer may require the employee to provide a copy of the military member's active-duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service. A copy of the new active-duty orders or similar documentation shall be provided to the District if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member. The District will verify the certification as permitted by law.

***806.11 Time to Provide a Medical Certification***

When an employee has provided at least 30 days' notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to the District within the time frame requested by the District (which must allow at least 15 calendar days after the employee's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

***806.12 Consequences for Failure to Provide an Adequate or Timely Certification***

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established in this policy, the District may delay the taking of FMLA/CFRA leave until the required certification is provided, or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification.

***806.13 District's Review of the Contents of Medical Certification for Employee's Own Serious Health Condition***

- (a) Complete and Sufficient: The employee must provide a certification for their own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the General Manager or designee will give the employee written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.
- (b) Authentication and Clarification: After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, the General Manager or designee may contact the health care provider who provided the certification to clarify and/or authenticate the certification. "Authentication" means providing the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider who signed the form. "Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The General Manager or designee may not ask for additional information beyond that required on the certification form.

***806.14 Second and Third Medical Opinions for Employee's Own Serious Health Condition***

If the District has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the District may require a medical opinion of a second health care provider chosen and paid for by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee, but paid for by the District. The opinion of the third provider will be binding. The District must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee.

***806.15 Intermittent Leave or Leave on a Reduced Leave Schedule***

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for their own serious health condition, or to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The District may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

**806.16 Employee Notice of Leave**

Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact day(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform their supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

**806.17 Reinstatement Upon Return from Leave**

- (a) Reinstatement to Same or Equivalent Position: Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.
- (b) Date of Reinstatement: If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the District, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of their readiness to return.
- (c) Employee's Obligation to Periodically Report on Their Condition: Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
- (d) Fitness for Duty Certification: As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform their job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

**806.18 Required Forms**

Employees must contact the General Manager to complete the applicable forms to receive family and medical care leave.

**808 Leave Because of Pregnancy, Childbirth, or Related Medical Condition****808.1 Amount of Leave**

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks). For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.

**808.2 Notice & Certification Requirements**

- (a) Notice: Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the General Manager.
- (b) Certification: The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: (1) the employee is disabled from working by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and (3) the estimated duration or end date of the leave.

**808.3 Compensation During Leave**

Pregnancy disability leaves are without pay. However, the employee must first use sick leave, if any. Once sick leave is depleted, the employee may elect to use vacation leave or any other accrued paid time off during the leave

**808.4 Benefits During Leave**

- (a) Group Health Insurance: An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. To the extent permitted by law, the District may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the CFRA. Sick and Vacation Leaves: Sick and vacation leaves do not accrue while an employee is on unpaid pregnancy disability leave.
- (b) Employee Status during Leave: The employee retains employee status during the leave. The leave is not a break in service for purposes of longevity or seniority under any collective bargaining agreement or employee benefit plan. Benefits will be resumed upon the employee’s reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam, or other qualifying provisions.

**808.5 Reinstatement**

- (a) Upon the expiration of pregnancy leave, the employee will be reinstated to her original or a comparable position, so long as it was not eliminated for a legitimate business reason during the leave.
- (b) If the employee’s original position is no longer available, the employee will be assigned to a comparable, open position.
- (c) If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies. (See Policy 206, Reasonable Accommodation and Interactive Process.)

**809.2 Jury Duty Leave/Subpoenaed or Court-Ordered Witness Leave**

Any employee, including a temporary employee, who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify their supervisor or the General Manager as soon as possible. Any employee who is released from jury service prior to the end of their scheduled work hours must report to work unless otherwise authorized by their supervisor or the General Manager.

**809.2.1 Overtime-Eligible Employees**

Overtime-eligible employees, except temporary employees, will be paid for actual work hours missed because of time spent in jury service or court. The time spent on jury duty is not work time for purposes of calculating overtime compensation. The District will offset from pay the amount the employee receives from the Court for jury fees.

**809.2.2 Overtime-Exempt Employees**

All FLSA-exempt employees will continue to receive their normal salary while on jury duty or as serving as a witness only for any workweek in which they perform any work duties. The District will offset the amount from pay the employee receives from the Court for jury fees.

### ***809.3 Other Court or Administrative Proceeding Appearances***

#### ***809.3.1 Regarding District Duties***

Any employee, including a temporary employee and a provisional appointment, who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of their District job duties, must give their supervisor as much advance notice as is possible. The District will determine whether the matter involves an event or transaction in the course of the employee's District job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time. The District will offset the amount from pay the employee receives for witness fees.

#### ***809.3.2 Regarding Employee-Initiated Proceedings***

Any employee, including a temporary employee and a provisional appointment, who is subpoenaed to appear, or appears in court because of civil or administrative proceedings that they initiated, is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time. Notwithstanding the above, an employee who is testifying or appearing as the designated representative in PERB conferences or hearings, or at a personnel or merit commission is entitled to paid release time.

#### ***809.3.3 Regarding Crime Victim/Victim Family Member Court Attendance Leave***

Any employee, including a temporary employee and a provisional appointment, who is a victim of a crime may take leave from work to attend judicial proceedings related to that crime, if the employee provides the District notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court/governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off.

#### ***809.3.4 Regarding Crime Victim/Family Member Victims' Rights Proceedings Leave***

Any employee, including a temporary employee and a provisional appointment, who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.

### ***809.4 Leave for Victims of Domestic Violence, Sexual Assault, Stalking, or Other Crimes to Obtain Restraining Orders or Injunctive Relief***

Any employee, including a temporary employee and a provisional appointment, who is a victim of domestic violence, sexual assault, stalking, or other crime may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or their child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a

police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use the Healthy Workplace Healthy Family Act of 2014 sick leave, accrued vacation or paid leave, or compensatory time off.

***809.4.1 Leave for Victims of Domestic Violence, Sexual Assault, Stalking, or Other Crimes to Obtain Medical Attention or Counseling or Safety Planning***

Any employee, including a temporary employee and a provisional appointment, who is a victim of domestic violence, sexual assault, stalking, or other crime, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee’s intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the District within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse; or documentation of attendance of a shelter, program, or crisis center. The leave is unpaid unless the employee elects to use the Healthy Workplace Healthy Family Act of 2014 sick leave, accrued vacation or personal leave, or compensatory time off.

***809.5 Bereavement Leave***

Eligible employees may utilize paid bereavement leave to attend a funeral or memorial service, or to take care of family matters, that are related to the death of a member of the employee’s family member.

For purposes of this policy, the following definitions apply:

- (a) “Eligible employees” means an employee employed with the District for at least 30 days prior to the commencement of bereavement leave.
- (b) “Family member” means an employee’s spouse, child, parent, grandparent, grandchild, domestic partner, parent-in-law, sibling, or designated person.

Employees are entitled to up to five days of bereavement leave for each death of a family member. The District provides eligible employees with three (3) days of paid bereavement leave per year. Eligible employees may use any available and accrued leave, including, but not limited to, sick leave, vacation, or compensatory time off for any unpaid bereavement leave. An employee who utilizes bereavement leave shall notify their supervisor or Department Manager of the intent to use such leave. Bereavement leave must be completed within 3 months of the death of the family member and is not required to be taken consecutively.

The District may require an eligible employee to provide documentation to support their use of bereavement leave. “Documentation” includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

***809.6 Reproductive Loss Leave***

The District provides eligible employees who have been employed at least thirty (30) calendar days, with Reproductive Loss Leave, as set forth in this Policy.

Reproductive Loss Leave is available for a “Reproductive Loss Event,” which means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

The following definitions apply regarding a Reproductive Loss Event:

- (a) “Failed adoption” means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.
- (b) “Failed surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
- (c) “Miscarriage” means a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- (d) “Stillbirth” means a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- (e) “Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

Leave may be taken for up to five (5) days per Reproductive Loss Event. The leave is not required to be taken consecutively, but must be completed within three (3) months of the Reproductive Loss Event, with the exception that if an employee is on California Family Rights Act leave, Pregnancy Disability Leave, or another leave protected by state and/or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use their Reproductive Loss Leave within three (3) months of the end date of the other protected leave.

If an employee experiences more than one (1) Reproductive Loss Event within a 12-month period, the District will provide reproductive loss leave of up to twenty (20) days within a 12-month period.

Reproductive Loss Leave is unpaid, but employees may elect to use accrued paid leaves, such as sick leave, personal leave, or vacation, as applicable.

The District will maintain the confidentiality of any employee requesting Reproductive Loss Leave, and the District will not disclose such information other than to internal personnel on a need to know basis, or as required by law.

### ***809.7 Military Leave***

Military leave will be granted in accordance with federal and state law. An employee requesting leave for this purpose shall promptly provide the General Manager with a copy of the military orders specifying the dates, site, and purpose of the activity or mission. Within the limits of such orders, the General Manager may determine when the leave is to be taken and may modify the employee’s work schedule to accommodate the request for leave.

### ***809.8 School-Related Leave***

#### ***809.8.1 School or Licensed Day Care Activity Leave***

Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed childcare facility, shall be allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child’s school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to their supervisor of the planned absence. The leave is unpaid unless the employee uses vacation, personal leave, or compensatory time off. The employee may be required to provide documentation from the school or licensed childcare facility as verification that the employee participated in school or childcare facility activities on a specific date and at a particular time, if applicable. If both parents, guardians, or

grandparents having custody work for the District at the same District work site, only the first parent requesting will be entitled to leave under this provision.

### ***809.8.2 Child Suspension Leave***

Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to their supervisor. A school has the authority to request that the parent attend the child's school if the child has committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel.

### ***809.9 Paid Administrative Leave***

The District has the right to place an employee on leave with full pay for non-disciplinary reasons at any time when the General Manager has determined that the employee's and/or District's best interests warrant the leave. The employee does not have a right to appeal the decision to be placed on administrative leave with pay.

### ***809.10 Leave of Absence without Pay Must Be Authorized by Law or these Policies***

Unless authorized by law or a District policy, an employee is not entitled to a leave of absence without pay. An authorized leave of absence without pay is not a break in service for purposes of calculating seniority. Unless required by law, vacation leave credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits, and other similar benefits do not accrue to an employee on unpaid leave. Unless required by law, the District will not maintain contributions toward group insurance or retirement coverage for the employee on such leave. During the period of authorized unpaid leave, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

### ***809.11 Industrial Injury Leave***

#### ***809.11.1 Employees Not Covered by Labor Code Section 4850***

Employees, other than those covered by Labor Code section 4850, who are absent from work by reason of an injury or illness covered by Workers' Compensation, shall continue in pay status under the following provisions.

##### ***809.11.1.1 Coordination of Benefits***

When the employee authorizes, the difference between the amount granted pursuant to such Workers' Compensation and the employee's regular pay will be deducted from the employee's accumulated sick leave, vacation, personal holidays, and compensatory time, if any. The employee will continue in pay status and receive their pay until their accumulated sick leave, and authorized compensatory time, personal holidays, and vacation days, have been depleted to the nearest hour.

##### ***809.11.1.2 Accrual of Sick and Vacation Leave Continues While on Paid Leave***

During the time the employee is in fully paid status while absent from work by reason of injury or illness covered by Workers' Compensation, they shall continue to accrue sick leave and vacation benefits as though they were not on leave of absence.

##### ***809.11.1.3 Unpaid Leave and Continuation of Health Care Benefits***

Any employee subject to this policy who depletes their accumulated sick leave, compensatory time, personal holiday time, and vacation days while absent from work by reason of an injury or illness covered by Workers' Compensation may receive an unpaid leave of absence and continuation of health care benefits consistent with state and/or federal law.

#### ***809.11.2 Employees Covered by Labor Code Section 4850***

Fire employees covered by Labor Code Section 4850, *et seq.* will be allowed up to one year leave of absence for an industrial injury or illness without loss of salary in lieu of disability payments, consistent with state law ("4850 Leave"). The employee will continue to accrue sick leave and vacation benefits while in paid status.

***809.11.2.1 Coordination of Benefits after 4850 Leave***

Whenever the injury or illness continues beyond the one-year 4850 Leave period, and when the employee authorizes, the difference between the amount granted pursuant to such Workers' Compensation and the employee's pay may be deducted from the employee's accumulated sick and vacation leave, personal holidays, and compensatory time, if any. Thereafter, the employee may receive an unpaid leave of absence and continuation of health care benefits consistent with federal and/or state law.

***809.12 Time Off to Vote***

If any employee does not have sufficient time outside of working hours to vote, the employee may request up to two (2) hours of paid leave either at the beginning or end of scheduled working hours to enable them to vote. The employee must request time off to vote from their supervisor at least two (2) days prior to Election Day.

## **900 RESIGNATION, JOB ABANDONMENT, LAYOFF, AND SEPARATION**

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### **902 Resignation, Job Abandonment, Layoff and Separation**

#### ***902.1 Types of Separation***

All separations of employees from positions in District employment are designated as one of the following types:

- (a) Probationary Release;
- (b) Release of temporary employees or provisional appointment employee;
- (c) Resignation;
- (d) Retirement;
- (e) Job abandonment;
- (f) Layoff;
- (g) Non-disciplinary separation; or
- (h) Disciplinary separation.

#### ***902.2 Probationary Release***

Probationary employees serving in their initial probationary period with the District may be released at any time during the probationary period as recommended by the Department Manager, without cause or reason or notice. A released probationary employee has no right to appeal or to submit a grievance.

#### ***902.3 Release of Temporary Employees and Provisional Appointment Employees***

A temporary employee or a provisional appointment employee may be separated at any time, without cause, and without right to any appeal or grievance.

#### ***902.4 Resignation***

An employee who wishes to resign from their District employment in good standing must submit written notice of resignation to the General Manager at least two weeks prior to the planned separation date. The written notice must state the reasons for the resignation. Failure to follow the aforementioned procedure may be cause for denying future employment with the District. A resignation becomes final when the General Manager accepts the resignation in writing. Once a resignation has been accepted, it is final and irrevocable. A resignation can be accepted by the General Manager even if it is submitted less than two weeks prior to the planned resignation date.

#### ***902.5 Reinstatement***

At the discretion and approval of the General Manager, a regular employee who has completed at least six (6) months of service and who has resigned in good standing and with a good record may be reinstated within two (2) years of the effective date of resignation, to a vacated position in the same or comparable class. Upon reinstatement, the employee shall be subject to the probationary period prescribed for the class. No credit for former employment shall be granted in computing salary, vacation, sick leave, or other benefits except on the specific recommendation of the appointing authority at the time of reinstatement.

#### ***902.6 Retirement***

An employee planning to retire may provide a written notice to the General Manager prior to the effective date of the retirement. A notice of retirement becomes final when the General Manager accepts the notice of retirement in writing. Once a notice of retirement has been accepted, it is final and irrevocable.

### ***902.7 Job Abandonment***

An employee is deemed to have resigned from their position if they are absent for five (5) consecutive scheduled work days/shifts without prior authorization and without notification during the period of the absence. The employee will be given written notice, at their address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence. An employee who promptly responds to the District's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the General Manager before final action is taken, to explain the unauthorized absence and failure of notification. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee separated for job abandonment has the right to a post-separation appeal.

### ***902.8 Layoff***

Whenever, in the judgment of the District's Board of Directors, a reduction in personnel is necessary for economic or operational reasons, any employee may be laid off or demoted for non-disciplinary reasons.

#### ***902.8.1 Order of Layoffs***

Employees will be laid off in the inverse order of their seniority in their classification in the department. Seniority is determined based on the length of employment in the affected classification in the department, or higher classifications in the department. Length of employment includes all days of employment in attendance at work and on authorized or legally protected leaves of absence. Length of service does not include unauthorized periods of leave, suspension, or layoff. Within each classification, employees will be laid off in the following order: temporary; provisional, part-time; probationary; and for-cause status. Temporary, provisional, and probationary employees shall be laid off according to the needs of the services as determined by the General Manager. If two or more employees in a classification to be laid off have the same length of employment, the employee to be laid off will be decided by lottery.

#### ***902.8.2 Notification of Layoff***

Employees to be laid off will be given 30 calendar days' notice of layoff. If such notice is not provided, the laid-off employee shall receive severance pay equivalent to ten (10) working days' pay, which shall be in addition to any accrued pay or benefit which may be due to the employee.

#### ***902.8.3 Displacement***

For-cause employees who are noticed for layoff and who have held for-cause status in a lower classification within the same classification series in the same department, may displace employees in the lower classification provided that the employee seeking to displace has greater length of employment in the lower classification than the incumbent in the lower classification. Employees in lower classifications will be displaced in inverse order of their length of employment in the classification. Any employee who seeks to displace another must provide the General Manager with written notice no later than ten (10) working days after the date of the notice of layoff. All displaced employees shall have their names placed on a reemployment list as provided in Section 902.7.6 below.

#### ***902.8.4 Transfer***

If the General Manager determines that a for-cause employee who is subject to layoff is qualified to perform the duties in a vacant position, the employee will receive a written notice of option to transfer in lieu of layoff. An employee who does not accept a transfer within 10 days after the date of the written notice, forfeits the option to transfer. An employee who accepts a transfer will be paid the rate applicable to the position into which they transfer.

***902.8.5 Appeal***

An employee who has been noticed for layoff, and who has any questions or concerns about the layoff decision or process may make an appointment to be heard by the General Manager for an informal pre-layoff review. The employee must request this appeal in writing within ten (10) business days from the date of the notice of layoff. The General Manager's decision is final.

***902.8.6 Reemployment List***

The names of employees laid off or displaced in accordance with these rules shall be entered upon a reemployment list. Lists from different departments or at different times for the same position classification shall be combined into a single list. The reemployment list shall be used by every appointing authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list.

The names of persons laid off shall be carried on a reemployment list for twenty-four (24) months, except that persons appointed to permanent positions of the same leave as that from which they were laid off, shall, upon such appointment, be removed from the list. Persons who refuse reemployment shall be removed from the list. Persons reemployed in a lower class, or on a temporary basis, shall continue to be on the list for the higher position for the original twenty-four (24) months.

***902.9 Non-Disciplinary Separation***

Any employee separated because of an inability to accommodate after the reasonable accommodation and interactive process is concluded, will be given a written pre-separation notice of the reasons for the separation, the evidence supporting the decision to separate for non-disciplinary reasons, and an opportunity to respond before the separation takes effect. Any for-cause employee has the opportunity for a post-separation appeal as described in Policy 1002, Causes for Discipline and Procedures.

***902.10 Disciplinary Separation***

A for-cause employee may be separated for disciplinary reasons pursuant to the policy and procedures in Policy 1002, Causes for Discipline and Procedures.

***902.11 Return of District Property***

All District property in the employee's possession must be returned prior to separation, including keys, key fobs, identification cards, equipment, credit cards, gas cards, cell phones, and any other District equipment or property.

***902.12 Job References/Verification of Employment***

All reference inquiries and verifications of employment must be referred to and approved by the General Manager or designee. Unless the General Manager or designee receives a written waiver signed by the employee, the District will release only the employee's dates of employment, last position held, and final salary rate. Department Managers and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the General Manager on a case-by-case basis.

## 1000 DISCIPLINE

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### 1002 Causes for Discipline and Procedures

#### *1002.1 Causes for Discipline*

Employees may be disciplined for, including but not limited to, any of the following causes of discipline:

- (a) Violation of any department rule, District policy or District regulation, ordinance or resolution;
- (b) Absence without authorized leave or tardiness;
- (c) Excessive absenteeism and/or tardiness as defined by the employee's supervisor or manager, and/or these Policies;
- (d) Use of leave from work in a manner not authorized or provided for under District policies;
- (e) Making any false representation or statement, or making any omission of a material fact;
- (f) Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;
- (g) Unsatisfactory job performance;
- (h) Inefficiency;
- (i) Damaging any District property, equipment, resource, or vehicle, or the waste of District supplies through negligence or misconduct.
- (j) Insubordination; or insulting or demeaning the authority of a supervisor or manager;
- (k) Dishonesty;
- (l) Theft;
- (m) Violation of the District's or a department's confidentiality policies, or disclosure of confidential District information to any unauthorized person or entity;
- (n) Misuse or unauthorized use of any District property, including, but not limited to: physical property, electronic resources, supplies, tools, equipment, District communication systems, District vehicles or intellectual property;
- (o) Mishandling of public funds;
- (p) Falsifying or tampering with any District record, including work time or financial records;
- (q) Discourteous or offensive treatment of the public or other employees;
- (r) Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.
- (s) Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties;
- (t) Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the District;
- (u) Any conduct that impairs, disrupts or causes discredit to the District, to the public service, or other employee's employment;

- (v) Reckless or unsafe conduct;
- (w) Working overtime without prior authorization or refusing to work assigned overtime;
- (x) Carrying firearms or other dangerous weapons while on duty when not required by job duties; or
- (y) Horseplay or fighting;
- (z) Soliciting or accepting tips or gifts for District services.

### ***1002.2 Types of Counseling, Reprimands and Discipline***

The following are types of counseling, reprimands and discipline which the District may impose:

- (a) **Counseling Memo:** A counseling memo will be provided to an employee to identify: a failure of appropriate conduct or performance issue; the performance the employee is to demonstrate in the future; and consequences for failure to correct the behavior or problem. A counseling memo will be retained in the supervisor's file until the completion of the evaluation year, and then documented in the performance evaluation, as the supervisor deems necessary. A counseling memo is not subject to the discipline or discipline appeal procedures described below. A counseling memo is not considered "punitive action" under the Firefighters Procedural Bill of Rights Act.
- (b) **Verbal Reprimand:** A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand is not subject to the discipline or discipline appeal procedures described below.
- (c) **Written Reprimand:** A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation. Unless required by law, a written reprimand is not subject to the discipline or discipline appeal procedures described below. The employee has the right to have their written rebuttal attached to the reprimand in the employee's personnel file, if the employee submits the rebuttal to the General Manager within 30 days after the reprimand is received.
- (d) **Suspension without Pay:** The District may suspend an employee from their position without pay for cause. A supervisor or Department Manager may suspend an employee without pay for not more than three (3) working days at any one time, and not more than once in a thirty (30) calendar day period. The intended suspension action shall be reported to the General Manager. A suspension of more than three (3) days is reserved for decision and action by the General Manager. A suspension without pay shall not exceed thirty (30) calendar days, nor shall any employee be penalized by suspension for more than thirty (30) calendar days in any fiscal year. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final and documented in the performance evaluation. A suspension without pay is subject to the discipline and discipline appeal procedures described below. Employees who are exempt from FLSA overtime will only be suspended as authorized by the FLSA.
- (e) **Reduction in Pay or Paid Leave:** The District may reduce an employee's pay or paid leave for cause. A reduction in pay for disciplinary purposes may take one of three forms: (1) a decrease in salary to a lower step within the salary range; (2) a decrease in salary paid to an employee for a fixed period of time; or (3) loss of accrued paid vacation or administrative leave, floating holiday, or compensatory time off. Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation. A reduction in pay is subject to the discipline and discipline appeal procedures described below. Employees who are exempt from the FLSA overtime requirements are not subject to pay reduction, except loss of accrued vacation, floating holiday, or administrative leave.

- (f) Demotion: The District may demote an employee from their position to a lower position for disciplinary purposes or when the employee’s ability to perform the required duties falls below standard. Documents related to a demotion shall become part of the employee’s personnel file when the demotion is final and documented in the performance evaluation. A demotion is subject to the discipline and discipline appeal procedures described below. An employee may be voluntarily demoted to a vacant position at the employee’s request and consent of the General Manager. A voluntary demotion is not subject to the discipline appeal procedures. No employee shall be demoted to a position for which they do not possess the minimum qualifications.
- (g) Dismissal: The District may dismiss an employee from their position for cause. Documents related to the dismissal shall become a part of an employee’s personnel file when the dismissal is final. A dismissed employee is entitled to the discipline and discipline appeal procedures described below.

**1002.3 Discipline Procedures**

The following discipline procedures only apply to the District’s for-cause employees. All employees other than for-cause employees, namely temporary/at-will/ probationary/ provisional appointment employees, may be disciplined or separated at-will, with or without cause, and without the disciplinary procedures listed below. The following discipline procedures apply only to suspensions without pay, reduction in pay, demotion, or dismissal.

- (a) “Skelly” Notice of Intended Disciplinary Action to Employee: A written notice of the intended disciplinary action shall be given to the employee, which will include the following information:
  - 1) The level of the intended discipline;
  - 2) The specific charges that support the intended discipline;
  - 3) A summary of the facts that show that the elements of each charge at issue in the intended discipline;
  - 4) A copy of all materials upon which the intended discipline is based;
  - 5) Notice of the employee’s right to respond to the Administrative Department Manager regarding the intended discipline within five (5) days from the date of the notice, either by requesting a *Skelly* conference, or by providing a written response, or both;
  - 6) Notice of the employee’s right to have a representative of their choice at the *Skelly* conference; and
  - 7) Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.
- (b) Response by Employee and *Skelly* Conference: If the employee requests a *Skelly* conference, the Administrative Department Manager or designee will conduct an informal meeting with the employee within ten (10) working days of receipt of the request. During the informal meeting, the employee shall have the opportunity to rebut the charges against them and present any mitigating circumstances. The Administrative Department Manager or designee will consider the employee’s presentation before issuing the disciplinary action. The employee’s failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.
- (c) Final Notice of Discipline: After the *Skelly* conference and/or timely receipt of the employee’s written response, the Administrative Department Manager or designee will: (1) take no disciplinary action; (2) modify the intended discipline; or (3) impose the intended disciplinary action. In any case, the Administrative Department Manager or designee will provide the employee with a notice of the decision within ten (10) working days of the *Skelly* conference, if held, that contains the following:
  - 1) The level of discipline, if any, to be imposed and the effective date of the discipline;
  - 2) The specific charges upon which the discipline is based;

- 3) A summary of the facts that show that the elements of each charge at issue in the intended discipline;
- 4) A copy of all materials upon which the discipline is based; and
- 5) A reference to the employee's appeal right and deadline to appeal.

(d) Delivery of the Final Notice of Discipline: The final notice of discipline will be sent by a mail method that verifies delivery to the last known address of the employee, or delivered to the employee in person. If the notice is not deliverable because the employee has moved without notifying the District or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

#### ***1002.4 Discipline Appeal Procedures***

The following appeal procedures only apply to the District's for-cause employees. All employees other than for-cause employees, namely temporary/at-will/probationary/provisional appointment employees, may be disciplined or separated at will, with or without cause, and without the disciplinary appeal procedures listed below. The following appeal procedures apply only to suspension without pay, demotion, reduction in pay, or dismissal.

- (a) Request for Appeal Hearing: An employee may submit a written request for appeal to the General Manager within 14 days from: (1) receipt of the final notice of discipline; or (2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.
- (b) Appeal Hearing Officer: The appeal hearing officer shall be the General Manager or an individual designated by the General Manager who is selected through State Mediation and Conciliation Service ("SMCS")/the California Office of Administrative Hearings ("OAH") so long as the General Manager did not serve as the *Skelly* officer for the discipline at issue. If the General Manager served as the *Skelly* officer for the discipline at issue, then the appeal hearing officer shall be an individual designated by the Board of Directors who is selected through SMCS/OAH.
- (c) Date and Time of the Appeal Hearing: Once the appeal hearing officer has been designated, the General Manager will set a date for an appeal hearing. The employee shall be notified in writing at least 21 days prior to the hearing of the scheduled date.
- (d) Prehearing Notice of Witnesses and Evidence: No later than 10 days before the hearing date, each party will provide the other and the appeal hearing officer a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The District will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed, unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.
- (e) Subpoenas: Upon the request of either party, and upon their own motion, the hearing officer will issue subpoenas to compel attendance at the appeal hearing. Each party is responsible for serving their/its own subpoenas. District employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. District employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying.
- (f) Continuances: The appeal hearing officer may continue a scheduled hearing only upon good cause shown.
- (g) Record of the Appeal Hearing: The hearing shall be recorded, either electronically or by a court reporter, at the option of the District. If the District orders a transcript or makes a transcript of the recording, the District will notify the employee within three days of ordering or making the transcript, and will provide a copy of the transcript upon receipt of the costs of duplication.

- (h) Employee Appearance: The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by any person the employee selects.
- (i) Conduct of the Hearing:
- 1) Sworn Testimony: All witnesses shall be sworn in prior to testifying. The hearing officer or court reporter shall request each witness to raise their hand and respond to the following: “Do you swear that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?”
  - 2) Evidence: Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. The rules dealing with privileges shall be effective to the same extent that they are recognized in civil legal actions. Irrelevant or unduly repetitious evidence may be excluded. The appeal hearing officer shall determine the relevance, weight and credibility of testimony and evidence.
  - 3) Exclusion of Witnesses: During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing.
  - 4) Burden of Proof: The District has the burden of proof by the preponderance of the evidence.
  - 5) Authority of Hearing Officer: The appeal hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of these Policies.
  - 6) Professionalism: All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or the appeal hearing officer.
- (j) Presentation of the Case: The parties will address their remarks, evidence, and objections to the appeal hearing officer. The appeal hearing officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The appeal hearing officer may limit redundant or irrelevant testimony, or directly question the witness. The hearing will proceed in the following order unless the appeal hearing officer directs otherwise:
- 1) The District is permitted to make an opening statement;
  - 2) The employee is permitted to make an opening statement;
  - 3) The District will produce its evidence;
  - 4) The employee will produce their evidence;
  - 5) The District, followed by the employee, may present rebuttal evidence; and
  - 6) Oral closing arguments of no more than 20 minutes may be permitted at the discretion of the appeal hearing officer. The District argues first, the employee argues second, and if the District reserved a portion of its time for rebuttal, the District may present a rebuttal.
- (k) Written Briefs: Either party may request to submit a written brief and/or a draft decision. The appeal hearing officer will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs and/or a draft decision, and the page limit for briefs and/or draft decisions.
- (l) Appeal Hearing Officer’s Recommended Decision: Within 60 days of the conclusion of the hearing, the appeal hearing officer shall make written findings and a recommended decision as to the discipline.
- 1) If the General Manager was not the appeal hearing officer or the *Skelly* officer they shall review the findings and recommendations of the appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the General Manager is final. There is no process for reconsideration.

- 2) If the General Manager was the *Skelly* officer, the District's Board of Directors shall review the findings and recommendations of the appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the District's Board of Directors is final. There is no process for reconsideration.
- (m) Proof of Service of the Written Findings and Decision: The District will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. It shall be the responsibility of the employee to inform the District of their address. If the General Manager is not the appeal hearing officer, a copy of the decision shall also be provided to the General Manager.

## 1100 GRIEVANCES

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### 1102 Grievance Procedures

#### *1102.1 Definition of a Grievance*

A grievance is an alleged violation of a specific provision of these Policies that adversely affects the employee, and that contains all of the information listed in the “Statement of the Grievance” below. The following procedure applies to all District employees, unless the following apply: the employee is covered by a grievance procedure in a memorandum of understanding; another dispute resolution procedure applies to the dispute; or a discipline policy and procedure applies. The grievance procedure cannot be utilized to challenge the content of a performance evaluation.

#### *1102.2 Statement of the Grievance*

A concern is not a grievance unless the affected employee is able to state each of the following: the date of the alleged violation; the specific provision(s) of these policies that were allegedly violated; a description of all facts regarding how the alleged violation occurred; and a list of all persons who are witnesses or are involved. The grievant may use a District form to make the Statement of the Grievance. A Statement of the Grievance must be signed by the employee filing the grievance to certify that it is filed in good faith.

#### *1102.3 Timelines*

Failure of the District to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition. The parties may extend time limits by mutual written agreement in advance of a deadline.

#### *1102.4 Procedures*

- (a) **Step I Informal Resolution with Supervisor:** The employee must first work in good faith to resolve the grievance informally through discussion with their immediate supervisor no later than 12 working days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance.
- (b) **Step II General Manager:** If the employee believes that the grievance has not been resolved through Step I, the employee may submit a written Statement of the Grievance to the General Manager. The employee must submit the Statement of the Grievance within 5 working days after the informal resolution in Step 1. The General Manager shall consider, discuss the grievance with the grievant, and/or investigate as they deem appropriate, and shall, within 10 working days of receipt of the written Statement of the Grievance, submit their decision in writing to the grievant and the decision shall be final.

## 1200 MISCELLANEOUS POLICIES

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### 1202 Personnel Files

#### *1202.1 Confidential District Files*

The District maintains a personnel file on each employee. Files are kept for at least three years after separation of employment. A personnel file will contain only material that the District deems necessary and relevant or that is required by law. Personnel files are the property of the District, and access to the information they contain is restricted to protect employee privacy interests.

#### *1202.2 Notification of Changes*

Each employee is responsible to promptly notify the General Manager of any changes in their contact and benefits information, including mailing address; telephone number; persons to contact in emergency; and number and names of dependents.

#### *1202.3 Access to Applicant or Employee Medical Information*

All medical information about an employee or applicant is kept in separate medical files and is treated as confidential. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for District business reasons, or if access is required by law, subpoena, or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

#### *1202.4 Employee Access to Personnel File*

- (a) **Inspection of File:** A current employee may inspect their own personnel file, at reasonable times and at reasonable intervals, within 30 days of a written request. A former employee is entitled to inspect their personnel records one time per year. A current or former employee and/or their representative who wishes to review their personnel file should make a written request to the General Manager or designee. The inspection must occur in the presence of the General Manager or their designee and: (1) at a location where the employee works and at a time other than the employee's work time; or (2) at another agreed upon location without loss of compensation to the employee.
- (b) **Copies:** A current or former employee is entitled to receive a copy of their personnel records within 30 days after the employer receives a written request. A current or former employee who wishes to receive such a copy should contact the General Manager or their designee in writing. The District may charge a fee for the actual cost of copying.
- (c) **Representative's Inspection:** If the current or former employee wishes to have another person/representative inspect their personnel file, they must provide the person/representative with written authorization. The General Manager or their designee will notify the employee and/or representative of the date, time and place of the inspection in writing.
- (d) **No Removal of File Documents:** No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.

#### *1202.5 Limitations on Access or Copying of Personnel File*

Prior to making a copy of personnel records or allowing inspection, the District may redact the names of nonsupervisory employees. Under no circumstances will the District provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

## **1204 Limitations on Outside Employment**

### ***1204.1 No Outside Employment Without Prior Approval***

An employee shall not engage in any paid or self-employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with their District duties, functions, responsibilities, or that of the department in which they are employed at the District. In order to avoid perceived or actual conflicts of interest that may arise from outside employment, all employees must obtain written approval from the General Manager or their designee prior to undertaking any outside employment as described in this policy

### ***1204.2 Authorization and Appeal Process***

- (a) **Written Request:** Any employee who wants to undertake a paid outside employment, activity, or enterprise must submit a written request to the Department Manager. The written request must include: (1) the work hours and/or time required; (2) job title or the nature of the activity and name of employer.
- (b) **Analysis and Decision:** The Department Manager will determine if the outside employment, activity, or enterprise is compatible with the employee's employment at the District. If the Department Manager determines such activity is compatible, or would be if any conditions or restrictions applied, they will authorize the activity and specify the conditions/restrictions in writing, give the employee the outside employment authorization, and place a copy of the written authorization in the employee's personnel file.
- (c) **Appeal:** If the Department Manager denies an employee's outside employment request, the employee may submit a written notice of appeal to the General Manager within 10 days after the date of the denial. The decision on appeal will be put in writing, provided within 10 days after the receipt of the appeal, and will be final.

### ***1204.3 Prohibited Outside Activities***

An employee's outside employment, activity, or enterprise may be prohibited if it:

- (a) Involves the use for private gain or advantage of District time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of the District or employment at the District;
- (b) Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the District for the performance of an act which the employee would be required or expected to render in the regular course of their District employment;
- (c) Involves the performance of an act in other than their capacity as a District employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed; or
- (d) Involves time demands that would render the employee's performance of their regular District employment less efficient or dangerous to the employee.

### ***1204.4 Changes in Outside Employment Status***

The employee must promptly report in writing to the Department Manager any of the following changes that may occur during the year of an authorized outside employment: the outside employment ends; or the authorized employment changes as to the number of work hours, location, or types of duties.

### ***1204.5 Revocation / Suspension of Outside Employment Authorization***

Any outside employment authorization may be revoked or suspended under the circumstances listed below. An employee may appeal the revocation or suspension as provided in this policy.

- (a) The employee's receives an unsatisfactory performance review, or performance related discipline; or
- (b) An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the District.

***1204.6 Use of District Equipment Prohibited***

Under no circumstances may an employee use any District equipment, vehicles, tools, supplies, machines, or any other item that is District property while an employee is engaged in any outside employment, activity or enterprise.

**1206 Limitations on Political Activity**

***1206.1 No Solicitation During Work Hours or District Offices***

District employees or officers may not solicit or receive political funds or contributions to promote the passage or defeat of any ballot measure that would affect working conditions during the working hours of its officers and employees, or in District offices.

***1206.2 No Targeted Solicitation of District Officers or Employees***

Officers or employees of the District, or candidates for elective office of the District, may not directly or indirectly solicit political contributions from other officers or employees of the District unless the solicitation is part of a solicitation made to a significant segment of the public which may incidentally include officers from and employees of the District.

***1206.3 No Political Activity in Uniform***

No District employee or official shall participate in political activities of any kind while in a District uniform or other District-issued clothing.

***1206.4 No Political Activity on District Property or Work Hours***

District employees and officials are prohibited from engaging in political activity during working hours or on District property.

**1208 Prohibitions on Drugs and Alcohol in the Workplace**

***1208.1 Purpose and Scope***

The purpose of this policy is to promote a drug and alcohol-free workplace and to eliminate drug and alcohol-related inefficiencies and risks. This policy applies to all District employees, whether they are on District property, or they are performing District-related business elsewhere, except as this policy is superseded by a memorandum of understanding or federally mandated drug and alcohol policies. Compliance with this policy is a condition of employment. Disciplinary action will be taken against those who violate this policy.

***1208.2 Prohibited Conduct***

- (a) The manufacture, distribution, sale, dispensation, possession, or use of any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee in either District workplaces or wherever District business is performed.
- (b) Working or being subject to call in if impaired by alcohol or any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee.

- (c) An employee's failure to notify their supervisor or Department Manager before beginning work when taking medications or drugs, including but not limited to: prescription drugs, over the counter medications, or illegal drugs or narcotics (including marijuana) which could interfere with the safe and effective performance of duties or operation of District equipment.
- (d) An employee's failure to notify the General Manager of any criminal conviction for a drug violation that occurred in the workplace within five days after such conviction.
- (e) An employee's criminal conviction for a drug violation that occurred in the workplace.

### ***1208.3 Drug and Alcohol Testing***

The District has discretion to test applicants and employees for alcohol and drug use under the following circumstances. The District will use an outside laboratory to perform all testing.

- (a) Pre-Employment Testing for External Applicants for Certain Jobs: Those external applicants who apply for certain jobs where a special need for pre-employment drug and alcohol testing exists must take and pass a drug and alcohol test following a conditional offer of employment. The categories of jobs subject to pre-employment drug and alcohol testing include, but is not limited to, the following:
  - 1) Safety sensitive jobs that have public safety implications, such as operating heavy trucks to transport hazardous material, protecting national security, enforcing drug laws, and/or operating natural gas pipelines; and
  - 2) Jobs that involve the direct influence over children.
- (b) Reasonable Suspicion Testing: The District may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following circumstances.
  - 1) "Reasonable suspicion" to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If District suspects drugs or alcohol may have played a role in an accident involving District property or equipment that will also constitute reasonable suspicion.
  - 2) Document and Analysis: In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with the General Manager. Any reasonable suspicion testing must be pre-approved by the General Manager.
  - 3) Testing Protocol: If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and the General Manager has approved, the employee will be relieved from duty, transported to the testing facility and to their home after the test. The employee will be placed on paid leave, with the employee's option of sick leave until the test results are received.

## **1210 Use of District Equipment or Resources**

### ***1210.1 Policy and Applicability***

District equipment and resources may only be used to conduct District business, except for incidental personal use that is consistent with this policy. As a result, District equipment and resources are non-public forums. Every District employee is required to adhere to this policy.

### ***1210.2 District Equipment or Resources***

District equipment or resources is any District-owned or supplied item or resource, including, but not limited to: intellectual property (*e.g.*, photographs, plans, drawings, formulas, customer lists, designs, formulas), vehicles, telephones, cell phones, tools, machines, supplies, copy machines, facsimile machines, desks, office equipment, computers (including hardware and software), file cabinets, lockers, Wi-Fi, internet, intranet, District network, data systems, routers, voice mail, servers, and email or voice mail communications stored in or transmitted through District electronic resources or equipment.

### ***1210.3 No Expectation of Privacy***

The District periodically and without prior notice, monitors, reviews, accesses, or retrieves data from its equipment or resources, including electronic communications and content contained in or transmitted through District networks or electronic resources. District employees must provide the District with the employee's username or password for any District-issued equipment or resource. The existence of passwords or delete functions does not restrict the District's access. As a result, District employees have no expectation of privacy in their use of any District equipment or resources.

### ***1210.4 Appropriate Use Only -- No Misuse***

Employees may only use District equipment or resources in compliance with District policies. Except as authorized by this policy, employees are expected to avoid any use or communication which is unrelated to District business, destructive, wasteful, or illegal. The District has discretion to restrict or rescind employee access to District equipment or resources. The following are examples of misuse of District equipment or resources:

- (a) Any use that violates applicable law and/or District policies, rules or procedures;
- (b) Exposing others to material which is offensive, harassing, obscene or in poor taste. This includes information which could create an intimidating, offensive or hostile work environment;
- (c) Any use that may create or further a hostile attitude or give offense on the basis of race, color, religion, sex, gender, gender expression, gender identity, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, veteran status or any other basis protected by law;
- (d) Communication of confidential District information to unauthorized individuals within or outside of District;
- (e) Unauthorized attempts to access or use District data or break into any District or non-District system;
- (f) Theft or unauthorized transmission or copying of paper or electronic files or data;
- (g) Initiating or sustaining chain/spam letters, e-mail or other unauthorized mass communication;
- (h) Misrepresentation of one's identity for improper or illegal purposes;
- (i) Personal commercial or business activities (*e.g.*, "for sale" notices, personal ads, etc.);

- (j) Transmitting/accessing obscene material and/or pornography;
- (k) E-Commerce;
- (l) Online gambling;
- (m) Installing or downloading unauthorized software or equipment;
- (n) Violating terms of software licensing agreements; and
- (o) Using District equipment or resources to access and/or use dating web resources, personal social media, or games of any type.
- (p) Any unauthorized access to District equipment or resources, including: using keys or key cards; using or disclosing the username or password of another person or employee to gain access to their email or other electronic resources; or making District equipment or resources available to others who would otherwise have no authorized access.
- (q) Using District equipment or resources to speak on the District's behalf without authorization;
- (r) To conduct on-going personal business or family business;
- (s) To play games;
- (t) To transmit sensitive or privileged information to unauthorized persons or organizations;
- (u) To download or otherwise acquire software without prior written consent of the General Manager, or designee; and
- (v) To cause confidential or sensitive information to be subject to eavesdropping or interception by unauthorized individuals.

***1210.5 District Email Address Must be Used for District Business***

The District's email system is an official communication tool for District business. The District establishes and assigns official email addresses to each employee as the District deems necessary. Employees must send all District communications that are sent via email to and from their official District email address. Employees are prohibited from using their private email address when communicating District business via email. Should an email related to District business be sent to an employee's personal email account, the email should be immediately forwarded to the employee's District email account and responded to accordingly.

Employees shall use appropriate professional tone, correct spelling, and proper grammar in all email communications to non-District employees. Emails sent to and received from attorneys representing the District are privileged communications and shall not be distributed to unauthorized individuals.

***1210.6 Incidental Personal Use of District Communications Equipment Permitted***

Employees may use District telephones, cell phones, internet access, and e-mail for incidental personal communications provided that they use:

- (a) Is kept to a minimum and limited to break times or non-working hours;
- (b) Does not interfere or conflict with District operations or the work performance of any District employees;

- (c) Allows the employee to more efficiently perform District work;
- (d) Is not abusive, illegal, inappropriate, or prohibited by this policy (for example, no social media use, no electronic dating, no gaming); and
- (e) Clearly indicates it is for personal use and does not indicate or imply City sponsorship or endorsement.

## **1212 Policy Against Violence in the Workplace**

### ***1212.1 Safe and Secure Workplace***

The District is committed to providing a safe and secure workplace and will not tolerate acts or threats of violence in the workplace. The workplace includes any location where District business is conducted, including vehicles and parking lots. Any violation of this policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

### ***1212.2 Prohibited Behavior***

Employees are prohibited from participating in or promoting acts of intimidation, violence, threats, coercion, assault and/or abusive behavior toward any person while in the course of District employment. The District has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

### ***1212.3 “Workplace Violence”***

- 1) Effective July 1, 2024, the District adopted its Workplace Violence Prevention Plan (“WVPP”). Consistent with the WVPP, employees should immediately bring any concerns regarding workplace violence to the District.

### ***1212.5 Investigation***

The General Manager will see that reported violations of this policy are investigated as necessary.

### ***1212.6 Prevention***

Each Department Manager has authority to enforce this policy by:

- (a) Training supervisors and subordinates about their responsibilities under this policy;
- (b) Assuring that reports of workplace violence are accurately and timely documented and addressed;
- (c) Notifying the General Manager and/or law enforcement authorities of any incidents;
- (d) Making all reasonable efforts to maintain a safe and secure workplace; and
- (e) Maintaining records and follow up actions as to reports of workplace violence.

## **1214 Appearance Standards**

### ***1214.1 Basis for Standards***

These dress code, tattoo, and body piercing appearance standards are designed to promote the District's legitimate and non-discriminatory goals to promote workplace safety and a professional image that is consistent with the employee's job duties and level of public contact.

### ***1214.2 Dress Code***

Employees are required to dress appropriately for the jobs they are performing. The following dress code regulations shall apply to all District employees. If an employee has questions about how these standards apply to them, the matter should be immediately raised with their supervisor for consideration and determination:

- (a) All clothing and footwear must be neat, clean, in good repair, and appropriate for the work environment and functions performed;
- (b) Prescribed uniforms and safety equipment must be worn;
- (c) Good personal hygiene is required; and
- (d) Dress must be professionally appropriate to the work setting, particularly if the employee has contact with the public at work.

### ***1214.3 Tattoos***

Employees are expected to project a professional appearance while at work and must abide by the standards below. If an employee has questions about how these standards apply to them, the matter should be immediately raised with their supervisor for consideration and determination.

- (a) No visible tattoos are allowed anywhere on the head or face;
- (b) Any visible tattoos shall not be obscene, sexually explicit, discriminatory to sex, race, religion, or national origin, extremist, and/or gang-related; and
- (c) Any non-conforming tattoos will be covered with clothing, bandage or makeup while at work, or removed.

### ***1214.4 Piercing***

Employees are expected to project a professional appearance while at work and not endanger themselves or others with excessive body piercing. If an employee has questions about how these standards apply to them, the matter should be immediately raised with their supervisor for consideration and determination.

- (a) No objects, articles, jewelry, or ornamentation of any kind shall be attached to or through the skin if visible on any body part, including the tongue or any part of the mouth, except that one set of reasonably sized earrings may be worn in each lobe;
- (b) Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer while at work.

## **1216 Safety Provisions and Practices**

### ***1216.1 General***

The District believes that safety working conditions for all its employees can be attained through adequate supervisions, frequent review of safety practices, proper use of tools and equipment, by employment of adequate safety devices and procedures and by complete job instruction.

The District provides employees safe working areas, equipment, tools and other work devices. The District has established a Safety Committee responsible for coordinating safety practices. The General Manager shall appoint the members of the Safety Committee. The Safety Committee will be comprised of one (1) management employee, and one (1) employee from each of the following departments: Water, Wastewater and Fire.

***1216.2. District's Safety Provisions and Practices***

Employees must comply with District safety policies, rules, instructions and practices as well as any Federal and State regulations. Supervisors shall be familiar with and make certain that all such applicable District, County, State and Federal regulations are complied with.

District employees shall comply with District safety rules including but not limited to:

- (a) Employees are required to wear hard hats at all times while on construction sites.
- (b) Employees are required to follow safety working practices and render every possible aid to safety operation.
- (c) Employees must not enter hazardous areas, such as manholes, underground vaults, chambers, tanks, or other places that receive little ventilation, unless it has been determined the air contains no flammable or toxic gases or vapors and a safe atmosphere exists for entry. An employee must not attempt to work alone in a hazardous area. This provision does not apply to work performed as part of the employee's normal job duties, such as responding to emergency situations.
- (d) Employees must be alert to see that all guards and other protective devices are in proper places and report deficiencies promptly to their supervisor.
- (e) Employees must not handle any electrical or mechanical device or appurtenance, nor operate any machinery, vehicle or equipment in a manner not within the scope of their duties.

***1216.3 Equipment***

The District will issue rubber boots, rain suits, and hard hats to employees whose job duties require them. Employees must sign an acknowledging of receipt for the equipment, which will be placed in their employee file. Maintenance of the rain suit shall be the responsibility of the employee. Deliberate abuse or negligence resulting in damage to District tools, equipment, or facilities, may be cause for immediate dismissal.

**1218 Public Relations**

***1218.1 Public Relations***

District employees shall not make comments to the media on behalf of the District unless specifically authorized by the General Manager. Employees shall refer any individual seeking information about the District to their supervisor or the General Manager.

The purpose of this policy is to centralize information sources to minimize confusion to the public. Employees shall maintain a friendly, courteous and helpful attitude in personal dealings with the public.

**1220 Use of Personal Vehicles**

***1220.1 Use of Personal Vehicle for District Business***

Employees may not use their personal vehicles to conduct District business unless the General Manager authorizes the use. Employees authorized to use their personal vehicles to conduct District business shall be reimbursed at a rate per mile as determined and approved by the Board of Directors. Employees must comply with all District policies, rules, and State and Federal laws while operating their personal vehicles. Personal vehicles shall only be used for District business when District vehicles are not available for use.

## **1222 Teleworking Policy**

### ***1222.1 Purpose***

The purpose of the policy is to allow certain employees, subject to their execution of a Teleworking Agreement, to Telework from an Alternative Worksite for some or all of their regularly scheduled work hours and to ensure that, for the duration of such Telework, employees perform their job duties, and in so doing provide quality work in a timely manner, and to the benefit of the public. All teleworking must be approved by the General Manager or designee.

### ***1222.2 Definitions***

“Alternative Worksite” means the employee’s home, place of residence or from another location approved by the District other than the employee’s normal workplace at a District worksite or facility.

“Telework(ing)” means a work arrangement under which an employee works from their home, place of residence or from another location other than the employees’ normal workplace at a District worksite or facility (“Alternative Worksite”) for all or a portion of their regularly scheduled work hours.

“Work Schedule” means the days and hours determined by supervisors or managers during which non-exempt, overtime eligible employees should be in attendance at the Alternative Worksite. The Work Schedule shall provide for and include the rest and meal breaks required under applicable federal and state law as well as under contract.

### ***1222.3 Scope of Policy***

This policy covers Teleworking voluntarily requested by a District employee and provided by the District, subject to certain conditions and requirements.

### ***1222.4 Voluntary Teleworking Arrangements***

The District may allow Teleworking for certain eligible employees who request to Telework.

#### ***1222.4.1 Eligibility Criteria***

The General Manager, or their designee, possesses the discretionary authority to determine the job classifications, positions, and employees who are eligible to telework under this policy.

The General Manager, or their designee, may make such determination using criteria including, but not limited to, the following:

- (1) The operational needs of the District and employee’s department and division;
- (2) The disruption of or potential for disruption to the District’s functions;
- (3) The ability of the employee to perform their job duties (both essential and marginal) from an Alternative Worksite without diminishing the quantity or quality of the work performed;
- (4) The degree to which the employee’s job functions require face-to-face interaction with other District employees, contractors and members of the public;
- (5) The employee’s job performance, as determined by their last performance review;
- (6) The employee’s length of service with the District, department or division;
- (7) The portability of the employee’s work, including the employee’s ability to remotely access tools, equipment, and materials necessary to perform their job functions;

- (8) The availability of or ability to create a functional, reliable, healthy, safe, and secure Alternate Worksite for the employee at a reasonable cost;
- (9) The risk factors associated with performing the employee's job duties from a location other than the employee's normal workplace at a District worksite;
- (10) The District's capacity to monitor and measure the employee's work performance at the Alternate Worksite;
- (11) The employee's supervisory responsibilities;
- (12) The employee's need for supervision; and
- (13) Other considerations deemed necessary and appropriate by the District, including tax and other legal implications of teleworking.

#### ***1222.4.2 Process for an Employee to Request to Telework***

To make a request for a Teleworking arrangement, employees must complete a Voluntary Telework Request Form and file the completed request form with their supervisor or manager.

The employee's supervisor or manager will provide the request form to the Department Manager, or their designee, and will discuss the employee's request with the General Manager, or their designee.

In consultation with or based on information provided by the employee's supervisor or manager, the General Manager, or their designee, will make a determination regarding the employee's request to telework.

The General Manager will consider Teleworking requests on a case-by-case basis consistent with the criteria above and other factors relevant to the employee's request to telework.

#### ***1222.4.3 Final Determination; No Right to Appeal***

The decision of the General Manager regarding an employee's Teleworking request is final and binding. Neither the employee nor the employee's employee organization possesses any right to appeal or grieve the decision.

#### ***1222.4.4 Approval of Requests; Voluntary Telework Agreement***

An eligible and qualified employee who has requested and been granted the opportunity to Telework, must execute a Voluntary Teleworking Agreement ("Agreement") prior and as a precondition to the employee teleworking.

The Agreement shall provide the mutual understanding of the employee, the employee's supervisor or manager, Department Manager, and the General Manager concerning the Teleworking arrangement.

#### ***1222.5 Mandatory Teleworking Arrangements during Exigent Circumstances***

Where an exigent circumstance exists, the District may direct District employees to remain at their homes or places of residence and the District adopt and implement a short-term teleworking arrangement for such employees in order to provide for the continuity of essential services provided by the District.

Exigent circumstances means a situation in which there is an imminent threat of extreme peril to life, property and resources. Exigent circumstances may include, but are not limited to, war, public health emergencies, power failures, natural and man-made disasters, and other states of emergency.

Where such an exigency exists and necessitates the adoption and implementation of a short-term mandatory teleworking arrangement for District employees, the General Manager is expressly authorized to suspend some or all provisions of this policy and adopt and implement alternative provisions necessary to provide for the continuity of essential services.

#### ***1222.6 Duties, Obligations, and Responsibilities for Teleworking Employees***

Teleworking employees must adhere to the provisions set forth in these policies, including, but not limited to the following:

***1222.6.1 General Duties, Obligations, and Responsibilities***

- (a) All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Teleworking employees shall abide by all District and departmental policies and procedures, rules, and regulations.
- (b) All of the Teleworking employees' existing supervisory relationships, lines of authority, and supervisory practices remain in effect.
- (c) Teleworking employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of District employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other District employees and members of the public.
- (d) Teleworking employees are required to be accessible in the same manner as if they are working at a District worksite or facility during the established teleworking Work Schedule, regardless of the designated location for teleworking, or Alternate Worksite. Teleworking employees must be accessible via telephone, email, and/or network access to their supervisor and other District employees while Teleworking, as if working at their District worksite. Teleworking employees shall check their District-related business phone messages and emails on a consistent basis, as if working at their District worksite.

***1222.6.2 Work Schedule, Overtime, Leave, Benefits***

- (a) For non-exempt employees, the District will either provide such employee: (1) a work schedule that will be included in the Agreement, and which will include meal and rest breaks ("Work Schedule"); or (2) authorization to work on an intermittent basis.
- (b) For non-exempt employees assigned a Work Schedule, any deviation from the Work Schedule must be approved in advance, in writing, by the employee's supervisor or manager and the Department Head.
- (c) Non-exempt employees may not Telework outside their normal work hours without prior written authorization from their supervisor or manager and the Department Head. A non-exempt employee who fails to secure written authorization before Teleworking outside their normal work hours may face discipline in accordance with the District's policy for working unauthorized overtime.
- (d) Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, must take meal and rest breaks while Teleworking as required under applicable law and under applicable contract or District policy.
- (e) For non-exempt employees assigned a Work Schedule, all periods of Teleworking employees' unavailability must be approved in advance by their supervisor or manager and the Department Manager in accordance with District policy and documented on the appropriate leave request form. For non-exempt employees authorized to work intermittently, all periods of Teleworking employees' unavailability lasting longer the 30 days must be approved in advance by their supervisor or manager.
- (f) Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, are required to report in a timely manner all hours worked at the Alternate Worksite and make that record available to their supervisor upon request. Employees shall record all non-productive work time on their timesheet.

- (g) Employees shall continue to abide by District policies and procedures for requests of sick, vacation and other leaves of absences. If an employee becomes ill while working under the Agreement, they shall notify their supervisor or manager immediately and record on their timesheet any hours not worked due to illness and/or incapacitation.
- (h) Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, are required to request to work overtime in advance of doing so and such requests must be pre-approved in writing by the employee's supervisor or manager.
- (i) Teleworking employees' salary and benefits remain unchanged during the Teleworking arrangement.
- (j) Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Teleworking employees must report any such work-related injuries to their supervisor or manager immediately. The District shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third-persons when said injuries occur at the Alternate Worksite.

### ***1222.6.3 Space and Equipment, Information Security, Confidentiality***

- (a) Teleworking employees will either receive approval to use personal computer equipment or will be provided with District-issued equipment at the discretion of the General Manager.
- (b) If the District provided any District-issued equipment, teleworking employees agree to follow the District's policy for the use of such equipment. Teleworking employees must report to their supervisor any loss, damage, or unauthorized access to District-owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.
- (c) Where, in response to a request to Telework, the District allows an employee to Telework, the District shall not be responsible for Teleworking costs, including, but not limited to, the employee's use of their home or place of residence, their personal computer, utilities, internet, data, network costs, home maintenance, workspace furniture, ergonomic equipment, or any other incidental costs, unless expressly provided for in the Agreement.
- (d) Employees must take reasonable precautions to ensure their devices (*e.g.*, computers, laptops, tablets, smartphones, etc.) are secure before connecting remotely to the District's network and must close or secure all connections to District desktop or system resources (*e.g.*, remote desktop, VPN connections, etc.) when not conducting work for the District. Employees must maintain adequate firewall and security protection on all such devices used to conduct District work from the Alternate Worksite.
- (e) Teleworking employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the District's records retention policies, especially as it pertains to the California Public Records Act ("CPRA"). Teleworking employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to District work they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Teleworking employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Teleworking employees must return all records, documents, and correspondence to the District at the termination of the Agreement or upon request by their supervisor or manager, Department Manager, or General Manager.

### ***1222.6.4 Miscellaneous***

- (a) Teleworking employees must notify their supervisor or manager promptly when unable to perform work assignments because of equipment failure or any other unforeseen circumstances.
- (b) Teleworking employees must have access to an Alternate Worksite that is quiet and free of distractions and which has reliable and secure power, and secure internet or wireless access.
- (c) Teleworking employees shall ensure that all official District documents are retained and maintained according to the normal operating procedures in the same manner as if working at a District worksite.
- (d) Teleworking employees must ensure dependent care will not interfere with work responsibilities.
- (e) Teleworking employees understand and agree that the General Manger or designee may access and review District-equipment or system resources usage without prior advance notice. Teleworking employees agree and understand that they do not have an expectation of privacy when using District-equipment or system resources at an Alternative Worksite.

## **1224 Reimbursable Expenses for Certain Teleworking Employees**

### ***1224.1 Purpose***

In conjunction with the Teleworking policy, the purpose of this policy is to provide the conditions and requirements for reimbursements for certain expenses incurred by Teleworking employees.

### ***1224.2 Applicability of Policy to District Employees***

This policy covers and applies to all Teleworking employees.

### ***1224.3 Teleworking Expenses Subject to Reimbursement***

The District will reimburse covered Teleworking employees only for those expenses incurred which are necessary for the Teleworking employee to perform the job duties assigned to the Teleworking employee by the District from their home, place of residence, or location other than a District worksite as determined at the sole discretion of the District. Such expenses may include the following:

- 1) Computer, if the employee does not have such a device and the District does not have such a device to lend to the employee;
- 2) Computer monitor, if the employee does not have such a device and the District does not have such a device to lend to the employee;
- 3) Keyboard and mouse, if the employee does not have such devices and the District does not have such a device to lend to the employee;
- 4) Teleconferencing equipment (i.e., a video camera and microphone), if the employee does not have such a device and the District does not have such equipment to lend to the employee; and
- 5) Internet
- 6) Phone expenses

#### ***1224.3.1 Process for Requesting Reimbursement for Teleworking Expenses Not Covered Above***

An employee that believes that other equipment, furniture, or supplies are necessary in order for the employee to perform the job duties assigned by the District from their home, place of residence, or location other than a District worksite may request that the District provide reimbursement for such expense(s). In order to request reimbursement for an expense not enumerated above, the employee may file with their Supervisor or Manager, a Teleworking Expense Reimbursement

Request form. An employee organization may file with the General Manager or designee a Teleworking Expense Reimbursement Request form. The manager or supervisor will discuss the request with the Department Manager and General Manager, and the General Manager shall make a determination as to the expense at issue. The determination of the General Manager shall be final and not subject to appeal or grievance.

#### ***1224.4 Amount of Reimbursement for One-Time and Recurring Expenses***

One-time and recurring expenses of covered Teleworking employees may be reimbursed by the District at amounts to be determined at the sole discretion of the General Manager.

#### ***1224.5 Amount of Reimbursement for Covered Teleworking Employees Who Do Not Telework on a Full-Time Basis***

For covered Teleworking employees who are Teleworking on a part-time basis, the reimbursement amounts provided above will be provided on a pro-rata basis to be determined at the sole discretion of the General Manager to reflect the amount of time that the employee is working from their home, place of residence, or location other than an District worksite.

#### ***1224.6 Requirement that Employee Request Prior Approval for Reimbursable Expenses***

If a covered Teleworking employee expects to incur an expense that is subject to reimbursement as identified in this policy, that employee is required to file with their manager or supervisor, a Teleworking Expense Reimbursement Form. The manager or supervisor will discuss the request with the Department Director. The Department Director will discuss the request with the General Manager, and the General Manager will make a determination as to the expense at issue. The determination of the General Manager shall be final and not subject to appeal.

## **1226 Policy on Employee Use of Social Media**

### ***1226.1 Introduction and Purpose***

The District has implemented this Policy in order to establish guidelines for the appropriate use of social media by District employees.

### ***1226.2 Covered Individuals and Scope of Policy***

This policy covers District employees regardless of rank or title, including interns, and volunteers.

### ***1226.3 Social Media Use Requirements***

The District requires covered individuals to:

- 1) Observe and adhere to all District policies that may apply to individuals' social media use, including but not limited to those policies that protect individuals' confidentiality or privacy rights, anti-discrimination or harassment policies, and the anti-workplace violence policy.
- 2) Follow all applicable laws, including but not limited to those that protect individuals' confidentiality or privacy and those that prohibit discrimination and harassment.
- 3) Refrain from using social media in any way that could adversely affect your job performance, is unbecoming of a District employee, or adversely affect members of the public served by the District.
- 4) Refrain from using social media during paid work hours, even if you are not actively posting to social media.
- 5) Refrain from commenting on any matter or issue on behalf of the District or representing that your posts or comments represent the District opinion on such subjects.

### ***1226.4 Social Media Use Best Practices***

The District encourages individuals to adhere to the following practices when using social media regarding District operations:

- 1) Ensure that your social media posts are accurate and truthful, and do not contribute to the spread of misinformation or disinformation.
- 2) Be respectful of others and refrain from attacking others or making unnecessarily negative posts.
- 3) Protect your privacy by not posting personal information.
- 4) Be mindful that what you share, even if later deleted, may not actually be deleted.

### ***1226.5 Violations of the Social Media Policy***

Individuals who violate this Policy may be subject to discipline, up to an including termination.