

# Employee Manual

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## **INTRODUCTION**

This manual has been prepared to introduce you to and to provide a guide for future reference on the policies, rules, pay, and benefits which apply to your employment at Phelan Piñon Hills Community Services District.

The District is a Community Service District governed by California Government Code Sections 61000 through 61934. It is governed by an elected Board of Directors, who conducts the affairs and business of water service, parks and recreation, plus street lighting. The directors have full authority of the District including establishing all terms and conditions of employment. The directors appoint a General Manager to oversee the daily operations and to be the liaison between the Board and the staff.

All District personnel actions, to include but not limited to employment and promotions, are subject to the needs and best interest of the District. They are based upon skill and performance, free of personal and political considerations, and shall not be affected or influenced by race, religious creed, color, national origin, ancestry, sex, marital status, age, gender preference, gender or disability. However the District may make employment decisions on the basis of bona fide occupational qualifications as permitted by law. Continued employment of those employees covered by these rules shall be subject to satisfactory work performance and necessity for the performance of the work as determined by the District.

The information contained in this manual constitutes the District's personnel rules and policies. It is not to be interpreted as a contract between the District and any of its employees. Except as provided herein, this manual applies to all employees.

However, these rules do not apply to members of the Board of Directors; volunteer personnel, such as advisory committees; persons engaged under contract to supply expert, professional, technical, temporary employees or other services. In addition, the rules set forth in this manual shall not apply to any person appointed by the Board of Directors to serve in the position of Secretary or Treasurer of the District unless the person appointed is otherwise a regular District employee.

The District reserves the right to revise, modify, amend, or delete any of these policies when, in the sole discretion and opinion of its management and the Board of Directors, it becomes advisable to do so. Announcement of changes will be made through standard communication channels and posted on employee information boards.

Any and all such revisions, modifications, amendments or deletions shall be binding upon all current and future employees, regardless of whether or not personal notice was provided to one or more of the District's employees.

## **GOALS AND OBJECTIVES**

1.1 **GOALS AND OBJECTIVES** - Goal setting is recognized as an important part of managing Phelan Piñon Hills Community Services District. Objectives then become one of the ways of measuring the effectiveness of the District's programs. The following goals and objectives are provided for direction and use in daily operation.

1.2 **GOALS** - The District's goals are as follows:

To supply the highest quality of product and service available at fair and reasonable rates. Also maintain the highest degree of customer and public relations by extending to everyone the courtesy and consideration that we would expect and appreciate. We will conduct District operations as efficiently as possible in order to maintain a sound financial structure on which we grow and improve services and rates to our customers. Provide an enjoyable work environment that will promote a spirit of friendliness, team spirit, safety and cooperation among all employees. Our employees will have training opportunities, so that whenever possible job openings can be filled from within and we will provide a recognition and awards program based upon individual merit. We will ensure equal employment opportunities for all employees and to maintain a competitive level of compensation for services rendered. We expect proper care of District property, buildings, facilities and equipment to ensure their continued operation and usefulness. We will always conduct our business in accordance with applicable laws and regulations, thus to project a professional District image in the eyes of the public which we serve.

1.3 **OBJECTIVES** - To achieve these goals, the Board has established the following objectives:

1. Management will determine the specific functions for each department and the number of personnel required to perform the tasks of these functions.
2. Department Managers will ensure that their personnel are sufficiently trained and experienced in their assigned duties.
3. The rules and regulations established by the Board will be communicated by the General Manager and Department Managers to individual employees through general and departmental meetings.
4. The Board will, within budgetary constraints, provide the resources required to meet the goals in 1.2.

## **EMPLOYMENT**

- 2.1 **DEFINITIONS OF EMPLOYMENT STATUS** - Employees shall be classified in accordance with the following terms:
- 2.1.1 **Introductory Employee**
- A. New employees with less than one year of service, and all existing employees who accept a new position with less than one year of service in the new position, are Introductory employees, except as otherwise provided in Subsection (B) of this Section 2.1.1.
  - B. The General Manager serves at the pleasure of the Board of Directors, and shall not serve an introductory period.
- 2.1.2 **Regular Employee** - The General Manager and full-time non-management employees.
- 2.1.3 **Management Employees** - full-time employees, who hold the positions of Manager or Superintendent, herein referred to as Department Managers.
- 2.1.4 **Part-Time Regular Employee** - Employees who work less than thirty (30) hours per week and who have successfully completed the Introductory Employee period.
- 2.1.5 **Temporary/Seasonal Employees** - Employees hired to work 1,040 hours or less, or employees recruited through a temporary agency, who work on a temporary basis for the District. The nature and duration of the work will be established in writing at the onset of employment, and shall comply with the provisions of this Manual and all policies established by the Board of Directors or the General Manager. These employees will not be eligible for benefits that accrue to regular employees, including vacation time, sick leave, or holidays. Temporary/seasonal employees shall be at-will employees.
- 2.1.6 **Exempt Employee** - Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and State Law and are exempt from overtime pay requirements.
- 2.1.7 **Non-Exempt Employee** - Employees whose positions do not meet FLSA and State Law exemption tests are paid a multiple of their hourly wage for overtime.
- 2.2 **RECRUITING AND SELECTION** - The following provisions apply to the recruitment/selection of regular employees, except management employees. When a non-management vacancy occurs, the employee designated by the General Manager or his or her designee to perform Human Resource functions (herein referred to as "Human Resources"), in coordination with the Department Manager/Supervisor and the General Manager, will conduct a recruitment/selection program to identify and choose the most qualified individual for the position. The General Manager shall determine the recruitment/selection process to be followed for management employees so long as the procedures used are fair and the principles

set forth in the general policy are followed. The Board of Directors shall determine the procedures to be followed for recruitment/selection of the General Manager.

2.2.1 Procedure - The following steps govern the recruiting and selection process:

- A. Department Managers/Supervisors will request authorization from the General Manager to fill the position.
- B. Upon receipt of the request to fill a position, the General Manager will determine, based on consultation with the Department Manager/ Supervisor, whether employment will be temporary or regular, and whether possibilities exist for promotion or transfer from within the organization.

NOTE: The District supports the practice of promoting from within whenever possible, as determined by the sole discretion of the General Manager. The District also believes that employees have the primary responsibility for their own career development. To assist in both of these processes, the District will post job vacancies at/below the Management level. The position will be posted internally for at least one (1) week before a position is offered outside the organization.

Employees who are interested must request consideration in writing, within the one (1) week notice period. This request will be given to the General Manager. Appropriate Department Managers/Supervisors will be involved in the determination of which candidates will be interviewed, and interviews will be conducted.

All candidates will be notified of all hiring decisions.

- C. If there is no interest in the position by District employees after one (1) week, Human Resources will post the position on the District Website and contact outside recruiting sources, such as temporary services and newspaper classified advertising departments to recruit applicants.
- D. Human Resources, in coordination with the Department Manager/Supervisor, will screen incoming applications for determining which qualified applicants will be invited to return for testing/interviewing.
- E. As determined by the Department Manager/ Supervisor, Human Resources will schedule testing, prepare tests and contact successful applicants to appear. Test and applications will be reviewed by the Department Manager/Supervisor and used to determine which applicants will be invited to return for further testing and/or interviewing. Human Resources will schedule whichever is determined necessary.
- F. The Department Manager/Supervisor will make the final selection in consultation with, and subject to the approval of, the General Manager.



- G. Human Resources shall conduct reference checks on the applicant selected for the position. Prospective employees may also be subject to a limited background check, including the job applicant's criminal history as it relates to (1) convictions for crimes that are (a) relevant to the employment position sought and (b) not within the statutorily-excluded classes, and (2) arrests for which the applicant is out on bail or on his or her own recognizance pending trial.
- H. Arrangements for a start date of employment will be made as agreed upon by the Department Manager/Supervisor.
- J. Newly hired individuals will be requested to bring in original or certified copies of, diplomas, transcripts, other training documentation and documents as required by the U.S. Department of Justice, to fulfill the I-9 requirements that will be copied by District personnel for inclusion into their employment records.

2.2.2 Physical Examination - All individuals who are offered employment shall be required to submit to a physician's examination and controlled substance test at the District's expense. The examining physician will be provided a description of the job involved to assist in a determination of the individual's fitness to work. Employment will not occur until after satisfactory reference and/or background check results and a negative controlled substance test result is certified, and until after a qualified physician has certified the individual as fit to perform the type of work required.

2.2.3 Documentation - All applications and related materials, including interview notes for all interviewed candidates, on individuals not offered a position with the District, will be maintained for six months.

2.3 **EQUAL OPPORTUNITY POLICY** - The District maintains a policy of nondiscrimination with respect to all employees and applicants for employment. Personnel actions by the District shall not be affected or influenced by race, religious creed, color, national origin, ancestry, sex, marital status, pregnancy, age, gender or disability, provided, however, that District may make employment decisions on the basis of bona fide qualifications when permitted by law.

2.4 **EMPLOYMENT OF RELATIVES**

2.4.1 Anti-Nepotism Policy - The District shall not employ any person who is a close family relative of another District employee except with the express written authority of the General Manager. The purpose of this policy is to promote public confidence in the integrity and efficiency of the District's forces, to promote consistent and equitable treatment of District employees, to prevent breaches in confidentiality, and to prevent favoritism and the perception of favoritism.

2.4.2 Close Family Relative Defined - Close family relatives include; Spouses, Parents, Children, Brothers, Sisters, Adopted Children, Grandparents, Aunts, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Step Children, Step Parent, Uncles, and Cousins.

2.4.3 Existing Employees - This policy will not apply to related employees in the District work force on or before the effective date of this manual; provided, however, that such related employees will, in the discretion of the General Manager, be assigned to positions where no direct or indirect supervisory relationship exists, to the extent feasible, and where there is no access to confidential information, such as employee evaluations. Any necessary reassignment will be accomplished as soon as possible. This provision shall also apply to District employees who become related by marriage after the effective date of this manual.

2.5 **DISTRICT RESPONSIBILITIES AND RIGHTS**

2.5.1 Board Duties. The Board of Directors shall govern the District. The Board shall establish policies for the operation of the District. The Board shall provide for the implementation of those policies, which is the responsibility of the General Manager.

2.5.2 General Manager Duties. The Board shall appoint a General Manager for the District. The General Manager shall serve at the pleasure of the Board. The Board shall set the compensation for the General Manager. The Board may require that the General Manager be bonded. The District shall pay the cost of the bonds. The General Manager shall be responsible for all of the following:

- A. The implementation of the policies established by the Board for the operation of the District;
- B. The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the employee relations system established by the Board;
- C. The supervision of the District's facilities and services; and
- D. The supervision of the District's finances.

2.5.3. Treasurer Duties. The Board shall appoint a District Treasurer. The Board may appoint the same person to be the General Manager and the District Treasurer. The District Treasurer shall serve at the pleasure of the Board. The Board shall set the compensation of the District Treasurer. The Board shall require the District Treasurer to be bonded. The District shall pay the cost of the bonds.

2.6 **LOYALTY OATH** - Under the California Constitution, Article 20, Section 3, all public officers and employees are required to execute a Loyalty Oath before they enter upon the duties of their respective positions.

2.7 **INTRODUCTORY PERIOD**- Except as otherwise provided in Section 2.1 of this Manual, all new employees, and all promotional appointments, shall be tentative and subject to a one-year Introductory period. The General Manager or his/her designee may, at his/her discretion, extend the introductory period. During the Introductory period, both the employee and the District will evaluate employment suitability and determine whether the employment

relationship should continue.

- 2.7.1 At-Will Status - An Introductory employee is an at-will employee who serves at the pleasure of the General Manager, or his/her designee, and who may be dismissed without prior notice or cause during the introductory period, and without reference to the procedures of Sections 7.10.2 through 7.10.4. An Introductory employee may resign his/her employment during the introductory period without advance notice or cause.
- 2.7.2 Benefits - New hire introductory employees shall be entitled to sick leave, vacation, and paid holidays accruing from the date of hire. All medical, dental, vision, life insurance and deferred compensation benefits will start on the first day of the month following the sixtieth (60<sup>th</sup>) day of employment except for the CalPERS retirement benefit which will commence on the first day of employment.
- 2.7.3 Procedure
- A. Department Managers/Supervisors will be responsible to provide opportunities for new employees to receive training, coaching, and evaluation during the introductory period.
  - B. During the Introductory period the Department Manager/Supervisor may provide verbal feedback and/or informal coaching on an as needed basis. No performance appraisals shall be required during the introductory period.
  - C. On or before one year after the date of hire, the Department Manager/Supervisor, or the General Manager in the case of management employees, shall notify the new hire introductory employee, in writing, that the Introductory period is extended; that the employment is terminated; or that the employee shall be allowed to become a regular employee. No Introductory employee shall be deemed to be a regular employee until such time as the District has issued a written notice to that employee specifying that he/she has passed probation and is a regular employee.
  - D. A new-hire introductory employee may be dismissed from employment at any time during the introductory period, or extended introductory period, without advance warning or notice, and without cause. The provisions of Section 7.10 of this Manual shall not apply to dismissals of introductory employees.
  - E. In the event that an existing employee fails to pass probation for a promotional position, he/she may be returned to his/her former position if such position is currently available. If the former position is not currently available, the employee may be put in another position to which he/she is qualified or, if such position is unavailable, the employee may be terminated from employment with the District pursuant to Section 7.10.5, Layoff.

2.8 **PERSONNEL RECORDS AND PRIVACY**

2.8.1 Inquiries.

- A. All requests for information pertaining to personnel records, including inquiries from outside the District, i.e., requests for references regarding past employment, shall be directed to Human Resources.
- B. Responses to oral requests for information will generally be limited to: Job Title, Salary Range and Length of Service. However, if withholding information concerning a former employee could result in potential liability to the District, that information may be disclosed after consultation with the District's legal counsel.
- C. Requests for copies of personnel records shall be in writing and be provided only upon written authorization of the employee, or as otherwise required by law. A copy shall be retained in the employee's personnel file.
- D. Requests for information other than that listed in Paragraphs B and C above shall be in writing and be provided only as required by law.

2.8.2 Inspection.

- A. Access to personnel files shall be restricted to the General Manager and Human Resources. Access shall be given to Department Managers/ Supervisors on a "need to know" basis.
- B. Employees may inspect their personnel files at reasonable times during District office hours under the following conditions:
  - 1. Upon request by an employee or their representative, and in the presence of the General Manager or his/her designee.
  - 2. For a Department Manager's/Supervisor's confidential use in connection with a personnel matter.
  - 3. For the Board of Director's use during an appeal hearing conducted in accordance with Section 7.10.4 of this Manual, or in connection with any potential or pending litigation by or against the District.
- C. The District will cooperate with federal, state, and local government agencies investigating an employee if the investigator furnishes proper identification and proof of legal authority.

2.8.3 Retention. Original personnel records shall be maintained by the District for a period of five (5) years after an employee's separation. After that time, the original records may be scanned and destroyed.

2.8.4 Medical, Financial and Other Confidential Information. Access to an employee's medical, financial, and other confidential information is restricted to the employee, the General Manager and Human Resources. Medical information shall be released by the District only upon written authorization from the employee or to persons and/or

agencies who are legally entitled.

## 2.9 **AT-WILL EMPLOYEES**

### 2.9.1 General Rule

A. Notwithstanding any other provision of this Manual to the contrary, the following employees are hereby declared to be at-will employees.

- (1) General Manager;
- (2) District Treasurer
- (3) Introductory Employee;
- (4) Temporary/seasonal employees;
- (5) Regular employees who are serving as an Introductory Employee in a promotional position;

The General Manager and the District Treasurer shall serve at the pleasure of the Board of Directors. All other listed employees hold their positions at the pleasure of the General Manager.

### 2.9.2 No Cause Requirement.

All employees listed in this Section 2.9.1 are, and have been, at-will employees who serve at the pleasure of the Board of Directors or General Manager, and who may each be terminated from their positions without cause or prior notice, at any time and without any right of appeal. Listed employees may likewise terminate their employment relationship at will, with or without cause or prior notice, at any time. At-will employees hold their positions pursuant to appointment by the General Manager.

### 2.9.3 No Modification of At-Will Status.

- A. No employee of the District, nor any member of the Board of Directors, has any authority to modify the at-will status of any employee listed in Section 2.9.1, above. No oral or written statements of any District employee or member of the Board of Directors, nor any personnel action taken by any District employee, or the Board of Directors, prior to or in the future, has or shall be deemed to modify the at-will status of any listed employee. No District employee, including but not limited to the General Manager, nor any member of the Board of Directors, shall have the authority to enter into any agreement for employment of a listed employee for a specified term, to modify any of the terms and conditions of this Manual, or to establish any terms or conditions of employment of a listed employee.
- B. Any modification of the at-will status of any listed employee and any provision for the terms and conditions of employment of any listed employee, shall be effective only if made pursuant to a modification to this Manual as undertaken by Resolution or Ordinance formally adopted by the Board of Directors at a duly-notice regular meeting of the Board of Directors.

C. Any purported attempt to modify the at-will status of any listed employee, other than that taken pursuant to Subdivision (B) of this Section 2.9.3, is and shall be void and have no force and effect.

D. Acknowledgment of At-Will Status - A written copy of this Manual shall be given to each District employee. Each listed employee shall acknowledge in writing the receipt of such Manual. In doing so, the listed employee's act shall constitute presumptive proof of such employee's knowledge and understanding of this Manual, including but expressly not limited to the fact that such employee serves in an at-will status at the pleasure of the General Manager.

E. Prevailing Provisions - In the event of any inconsistency between these provisions and any other provisions of the rules, the provisions of this Section 2.9 shall prevail.

2.10 **NO CONTRACTS OF EMPLOYMENT** - No provision of this Manual, nor any other written or oral statements of the District, the Board of Directors, or any individual Board member or employee of the District, nor any actions of the Board, or any Board member or employee of the District, is or shall be deemed to create any contract of employment with any employee.

2.10.1 General Manager - Notwithstanding this provision and any other provision of this Manual, the Board of Directors may enter into a contract of employment with its General Manager. Any such contract shall provide that the General Manager holds his position at the pleasure of the Board of Directors.

## **PAYROLL PRACTICES AND HOURS OF WORK**

- 3.1 **HOURS OF WORK** - Working hours of all personnel will be set by the General Manager within the parameters set forth by the Board of Directors. A standard work period will consist of eighty (80) hours worked within a two-week period.
- 3.2 **PAYDAYS** - All employees will be paid every other week on Friday, except when these dates fall on a holiday. When this occurs, payment will be made on the preceding business day. The biweekly payroll covers work performed during the two weeks ended on the preceding Sunday.
- 3.3 **STAND-BY PAY** – Water Operation, Customer Service and Park Lead employees are required to perform stand-by duty. The employees from each department will work the stand-by shift on a rotating basis. The employee on stand-by must be available for call out or call back at any time. Employees who are assigned to stand-by in a non-working status at their residence during off duty hours shall be entitled to stand-by pay at a rate of one hour of regular time Monday through Friday and two hours of regular time on weekends and holidays.
- 3.3.1 **Call Back Pay** - An employee shall receive call back pay whenever he or she is unexpectedly required to return to duty because of unanticipated work requirements if notice to return is given to the employee following termination of his normal work shift and departure from the District offices.
- 3.3.2 **Call Back Pay Provisions**
- A. Employee must be available to respond to a call in one hour.
  - B. 2 hour call back at time and a half from port to port.
  - C. A maximum of three (3) two (2) hour minimum call outs during a fifteen (15) hour stand-by time period after completion of a normal work shift will be permitted.
  - D. A maximum of five (5) two (2) hour minimum call outs during a twenty-four (24) hour stand-by time period on weekends and holidays will be permitted.
  - E. There will never be more than one (1) two (2) hour minimum call out during any four (4) hour period. Whenever an employee receives more than one call back within this time period, the Employee shall be entitled to overtime pay for time actually worked beyond the first call back period.
  - F. For purposes of overtime computation, travel time from the employee’s residence to the reporting station and return to residence shall be included in the minimum overtime pay period specified in Section 3.3.2; an exception to this would be if the employee would be required to remain on duty until the start of the regular scheduled shift, return travel time will not be paid.
  - G. Service Orders will be completed for each call back and will state the departure time from the employee’s residence, the location to which the employee reported, the

nature of the work completed and the arrival time back to the employee's residence. Department Managers/ Supervisors will compare all Work Orders to the report received from the answering service to ensure accuracy. Call back hours should then be listed on the weekly time sheet.

**3.4 OVERTIME PAY: NON-EXEMPT EMPLOYEES:**

**3.4.1 Policy**

- A. District overtime pay policy will conform to the requirements of applicable law.
- B. Scheduled overtime work shall not be performed without the express approval of Department Managers/Supervisors. Emergencies requiring immediate response do not require approval.

**3.4.2 Holiday Pay** - All employees, except those listed as "exempt," will be paid at one and one-half times their regular rate for hours worked on designated holiday.

**3.4.3 Compensatory Time Off ("Comp Time")**

**A. Comp Time in Lieu of Pay**

Employees who work overtime may elect to be compensated for overtime hours worked by either receiving pay in the amount of one and half times their hourly rate or by accruing comp time at one and a half times the overtime hours worked. Employees who work double-time may elect to be compensated for double-time hours by either receiving pay in the amount of two times their hourly rate or by accruing comp time at twice the double-time hours worked.

The District reserves the right to require employees to take overtime and double-time pay in lieu of comp time for overtime and double-time earned by employees working outside of their normal job duties.

**B. Designation of Comp Time**

To accrue comp time for overtime or double-time worked, employees must designate in writing that they want their overtime or double-time to accrue as comp time. This is achieved when the employee sends an email to the Finance Supervisor, or designee.

**C. Accrual of Comp Time**

The maximum amount of comp time an employee can accrue is 80 hours. After 80 hours have accrued, all overtime and double-time must be paid to the employee as part of their regular paycheck. Any accrued comp time will be paid out at the payroll period preceding the employee's anniversary date. Additionally, whenever an employee receives a pay-rate change, with the exception of COLA, any accrued comp time will be paid out during the payroll period before the new pay rate goes into effect. All employees with accrued comp time in excess of 80 hours on the



effective date of this policy shall receive a payout of comp time accrual in excess of 80 hours during the next regular payroll period.

D. Converting Comp Time to Other Time Off Benefits

Comp time may be used in lieu of vacation leave or when vacation leave is exhausted. As with vacation time, using comp time to take time off requires advanced scheduling and approval by the employee's department supervisor(s) or manager (see section 5.1.2 "Scheduling" in the Manual).

After all sick leave is exhausted, an employee with accrued comp time may use comp time as sick leave, however all sick leave procedures must be followed (see section 5.3.2 "Procedures" in the Manual).

3.5 **OVERTIME PAY: EXEMPT EMPLOYEES** - The following positions are exempt from receiving overtime pay according to state and federal overtime pay provisions, because their duties and responsibilities meet the requirements from exemption established under the Fair Labor Standards Act: General Manager, Administrative Services Manager/District Treasurer, and Operations Manager. The District may add additional positions to this list as positions are added or job duties change.

3.6 **LUNCH AND REST PERIODS**

3.6.1 Field Personnel – To receive a half-hour to an hour lunch period.

3.6.2 Office Personnel – To receive a half-hour to an hour lunch period.

3.6.3 Breaks - A ten minute break is to be scheduled for all employees, at the Department Managers/ Supervisors discretion, in the morning and the afternoon.

3.7 **SALARY RANGES** - The District has established pay ranges for the various job classifications of employees. In doing this, several factors were considered, including: the prevailing rates for similar positions in other similar agencies; the level of responsibility, technical qualifications, and the relative degree of interaction and decision making. Salary ranges are guidelines for budgetary purposes only and may not be adhered to strictly. Employees will be placed in their salary ranges according to their education, experience, and performance. In some cases, employees may be paid at a rate below the listed salary range for their job classification.

3.7.1 **COST OF LIVING ADJUSTMENT (COLA)** - It is the intent of the District to keep employee salaries and salary ranges at pace with inflation. The Consumer Price Index (CPI) for all urban consumers within Riverside and San Bernardino County is used as a guideline. The 12-month CPI period ending July 31st establishes the Cost-of-Living Adjustment (COLA) rate each year. Employee salaries and salary ranges are adjusted accordingly, effective August 1st, and reflect the updated amount on the minimum and maximum salary rate for each position within the District.

3.7.2 **MERIT INCREASE** - Merit is based on an employee's performance evaluation. The allowable percentage for merit increases will be approved during the budget process

each year.

- 3.8 **RECLASSIFICATIONS** - The General Manager is responsible for maintaining classifications of District job descriptions that reflect the wage and salary conditions found in other special districts or related industries. Wage and salary surveys are accomplished on an as needed basis. The surveys are based on comparable duties and responsibilities on District positions. When surveys or other data show that a position's classification requires changing, the Department Manager/Supervisor will be asked to review the duties and responsibilities of the job description.

When the accuracy is verified, the job reclassification then will be submitted to the General Manager for approval. Since reclassification of a job will not automatically increase an employee's rate of pay, salary increases may be made during the scheduled evaluation cycles based on the employee's performance. In the event that a position classification has to be downgraded, the General Manager will determine if the individual's pay rate will be reduced. If the pay rate is not reduced, and the pay rate exceeds the maximum of the reclassified range, the pay rate will remain frozen, and therefore COLA and/or merit increases will not be applied until the range allows for additional increases.

- 3.9 **CLASSIFICATION & SALARY RANGE APPROVAL** - During the preparation of the District's Annual Budget, the General Manager will incorporate the salary ranges and classification of each job description into the labor budget. Final review and approval will be obtained concurrently with the adoption of the budget by the Board of Directors.

3.10 **WORKING OUT OF CLASS**

3.10.1 **Short-Term or Temporary or Emergency Assignments** - No employee shall be required to perform duties which are not closely related both in kind of work and level of responsibility to duties formally assigned in his or her job description, except on a short term basis or temporary or emergency basis. For purposes of this Section 3.10, "short term or temporary or emergency basis" means three consecutive weeks or less.

3.10.2 **Other Temporary Assignments** - An employee may be temporarily assigned to a vacant position in a job description higher than the position he or she occupies, other than on a short term or temporary or emergency basis, only by written authorization from the General Manager. The employee so assigned shall be granted a temporary salary increase of no less than the minimum salary level of that position, or five (5) percent, whichever is greater, for the duration of the temporary reclassification. No such temporary reclassification shall exceed six (6) months. No employee shall be classified as working out of class unless such assignment is confirmed in writing by the General Manager. Such written authorization shall include the estimated term of such temporary reclassification and the temporary salary increase granted.

In the absence of any written authorization from the General Manager that the employee has been approved to be temporarily assigned to another position, such employee shall serve in that higher position only on a short-term or temporary or emergency basis, and shall not be entitled to any higher salary or other benefits of the higher position.

The position vacated by the employee who is temporarily reclassified shall not be permanently refilled until the temporarily reclassified employee either is permanently appointed to the new position or returned to his or her prior position.

Any employee working out of class for a period in excess of the limits specified herein shall promptly inform the supervisor or department head, who shall inform the General Manager of such work out of class. Any employee, who continues to work out of class in excess of the term specifically authorized in writing by the General Manager, shall incur no rights to any continued temporary salary increase or other benefits of the higher position and the District shall incur no liability or obligation to such employee.

- 3.11 **EMPLOYEE BUSINESS EXPENSES** - Request for travel advances shall be submitted when requested by the Department Manager/ Supervisor and are subject to the approval of the General Manager. Total reimbursement for use of personal vehicles shall be limited to a two-hundred (200) mile radius. Beyond that, travel reimbursement shall not exceed the cost of the equivalent round-trip airfare to the same destination except as approved by the General Manager for a specific trip. Spouses and dependents may accompany an employee on such trips, subject to the Department Manager's/Supervisor's and General Manager's approval, provided that their expenses are paid for by the employee, unless other arrangements have been made with the District. If a District vehicle is used for travel, proof of insurance coverage needs to be provided as the District's insurance is not liable for spouses and dependents.

Reimbursement for approved expenses is obtained by submitting a "Request for Check" form with appropriate receipts through the Department Manager/Supervisor to the General Manager for approval.

- 3.11.1 Personal Vehicle Use - When District vehicles are not available for use by employees engaged in District business, permission may be obtained from the Department Manager/ Supervisor for use of privately owned vehicles. Employees using their own vehicles for District business will be required to supply proof of insurance coverage. Mileage reimbursement will be paid at the rate established by the Federal Government. A mileage report must be filled out and approved to obtain reimbursement.

## **EMPLOYEE INSURANCE BENEFITS**

- 4.1 **GENERAL** - The District provides a wide variety of insurance coverage. Human Resources are available to discuss and answer employee questions. Notwithstanding any other provision of this Manual, the Board of Directors reserves the right to modify, amend or delete any benefit, including but not limited to insurance coverage, based upon the needs of the District.
- 4.2 **GROUP HEALTH INSURANCE** - The District offers Medical, Dental and Vision group insurance for all regular employees working forty (40) or more hours per week, and their dependents. It is mandatory that each employee be covered with medical insurance, either under the District's insurance or by showing proof of insurance elsewhere. Employees with proof of insurance elsewhere are eligible for the District's Health Reimbursement Arrangement (HRA) program in lieu of Medical insurance. Dental and Vision insurance participation are optional with the District's insurance.

Coverage eligibility begins on the first day of the month following the first month of employment. Details of all plans available are explained in pamphlets which each employee is encouraged to review before their decision is made. It is mandatory that each employee notify Human Resources within thirty (30) days whenever any changes occur in their own or their dependent(s) status.

Each year, the District's contribution towards health insurance is determined by the Board during the Budget process. Employee health insurance contributions will be based on participation and outlined annually in the District's Premium Conversion Plan in compliance with IRS Code Section 125. Employee contributions will be split and deducted twice per month from employee payroll.

- 4.3 **GROUP LIFE INSURANCE** - Full-time regular employees working a minimum of thirty (30) hours per week are eligible for coverage by a group life insurance program. Eligibility begins on the first day of the month following the end of the sixtieth (60<sup>th</sup>) day of employment with the District.
- 4.4 **DISABILITY**
- 4.4.1 **Short-Term Disability** - Short-term Disability is provided to all employees through the State of California Employment Development Department. Should an employee's disability exceed the time allotted by the State of California, that employee would then be eligible for Long-term Disability.
- 4.4.2 **Long-Term Disability** - Long-term Disability is available after the ninetieth (90<sup>th</sup>) day of continuous disability. A long-term benefit is 66 2/3% of the first \$7,500 of your pre-disability earnings, reduced by Income from Other Sources. The Maximum long-term disability benefit payable is \$5,000. The minimum monthly benefit is \$50.00. If it is determined that your disability will exceed ninety (90) days you will need to contact the insurance administrator to apply for this coverage.

4.5 **WORKER'S COMPENSATION INSURANCE** - Any employee injured on the job may be entitled to benefits under the District's Worker's Compensation Insurance coverage. This coverage may begin on the fourth (4<sup>th</sup>) calendar day of disability and continues until the employee is able to return to work. Coverage can begin on the first calendar day of disability if the employee is hospitalized or off work more than fourteen (14) consecutive days. Worker's Compensation is equivalent to two-thirds of the employee's weekly salary up to the maximum weekly benefit.

4.6 **EARLY RETURN TO WORK PROGRAM**

The District's Early Return to Work Program allows for modified duties, when available, in accordance with treating physician's recommendations, for employees seeking transitional work in order that the employee might remain productive and secure their compensation and benefits.

The Phelan Piñon Hills Community Services District recognizes the need to provide transitional work to employees who are unable to perform regular duties due to occupational injury or illness as soon as the treating physician deems it medically feasible.

4.6.1. **Scope** - This program applies to all employees. Because of the limited amount of transitional work assignments at the District's disposal, employees are assigned on a "first come, first served" basis.

4.6.2. **Definition** - An occupational "injury or illness" for purposes of this program means an injury or disease arising out of the employment with Phelan Piñon Hills Community Services District and compensable under the Workers' Compensation laws of the State of California. For purposes of this program, an employee who is temporarily totally disabled as a result of an occupational injury or illness is one who is medically incapable of performing any work. A temporarily partially disabled employee is a person whose medical condition permits him or her to perform some occupational function.

4.6.3. **Purpose**

- A. To provide transitional work for employees with job-related injuries or illnesses that restrict regular job performance so they may receive enhanced compensation and benefits while recovering from the injury or illness.
- B. To assist employees in the transition from injury/illness to recovery while continuing to be a productive part of the work group.
- C. To provide management with a constructive program to reduce the cost of workers' compensation.
- D. To prevent deterioration of employees' work skills, health, and attitude that may result from prolonged work absence.
- E. To demonstrate the District's commitment to employee recovery.
- F. To minimize the loss of productivity.

- 4.6.4. Elements - The transitional work is implemented as soon as medically feasible to avoid lost time and minimize loss of wages due to injury. The transitional work is progressive and reflects the increasing level of recovery, yet the assignment is not to be considered as part of regular staffing. Though a permanent modified/ alternate work assignment is considered as part of regular staffing.
- 4.6.5. Eligibility Qualifications - This program will be available to all employees who are recovering from an occupational injury/illness. The employee should have a medical clearance authorization slip from the attending physician specifying work restrictions and abilities.
- 4.6.6. General Areas of Responsibilities
- A. Human Resources: Has the responsibility for coordinating the program. Human Resources will work in cooperation with department managers or supervisors to achieve maximum acceptance of the program. Human Resources will determine the employee's eligibility for the program, placement in transitional work, keep all records and oversee the transitional work program with a return to full duty where possible.
- B. Managers/Supervisors: Will develop with Human Resources and maintain an inventory of potential assignments to be kept on file, both in their department and the Human Resources Department to facilitate early placement of the injured employee, and upon request from Human Resources, will develop possible short-term transitional assignments for the injured employee. They will review the employee's working capabilities with the employee prior to beginning of the transitional duty assignment. Both the employee and department manager shall sign an agreement acknowledging any restrictions and forward the original to Human Resources. Also, they will monitor the injured employee's work area and ensure compliance with the physician's work restrictions and keep track of hours worked and evaluate work performance of transitional work employees.
- 4.6.7. Procedures
- A. Human Resources: The Human Resources Department will identify departments with transitional work positions available. They shall advise each injured employee and his/her physician of the program and provide the necessary forms to physician for completion. They will notify the employee by phone if a physician's release is sent to them allowing the employee's release to the Early Return to Work Program. The phone call will be followed by an explanation in writing. The department will make a determination as to whether or not a transitional work assignment can be provided which will be consistent with the treating physician's work release and will assure that all work provided will be consistent with and not exceed the limitations given by the treating physician.

When feasible, every effort will be made to accommodate the needs of the employee by modifying his/her present work setting, however, work availability

may make it necessary to transfer employees from one division or department to another or change the hours of work.

Human Resources will send the time card of an employee in a transitional duty assignment to the employee in his/her regular or newly assigned department at the beginning of each pay period.

The eligibility for continued transitional work will be evaluated at 30 days from the start of the assignment or when maximum medical improvement is reached. After consultation with the manager, physician and case management contractor, Human Resources may extend the time period on a week-to-week basis for a period of 60 additional days. If the treating physician determines that an employee is permanently prevented from returning to their former or an available full time position, the transitional duty assignment will be terminated. Permanent modified/alternate positions will be considered.

Hours worked under transitional work assignments will be considered "productive hours" in the computation and eligibility for receiving benefit pay and accruals. The time worked under a transitional work assignment will be considered as any other time worked in determining service credit. Time spent on personal sick or other absence will be treated in the same manner as when on regular duty.

A schedule of employees involved in the Early Return to Work Program will be maintained by Human Resources.

Human Resources will maintain ongoing contact with employees in the Early Return to Work Program to assess the work process and progress of the employee.

- B. Managers/Supervisors: The manager/supervisor of the area where the employee is performing transitional work duties will initial the hours worked in his or her area. Managers/supervisors of the transitional work areas will be expected to keep track of hours worked and evaluate work performance.

It is the option of the manger/supervisor or whoever is designated to change regular days off and work hours while an employee is in the Early Return to Work Program. Hours of work will be designated by the transitional work area manager/supervisor. A status review involving management and the employee will be performed at two-week intervals, or more often if deemed necessary. The purpose of these reviews is to keep management up to date on the employee's progress. The meetings can be formal or informal, as appropriate. While in a transitional position, an employee will be evaluated by management thirty (30) days from the start of the assignment or when maximum medical improvement is reached, whichever occurs first. During this review the employee's medical progress, improvements, prognosis and job duties should be reexamined.

- C. Employee: The employee shall notify Human Resources of his/her release to return to work in the Early Return to Work Program. While an employee is in the Early

Return to Work Program, he/she must report to work in appropriate attire, unless approved by Human Resources. Early Return to Work Program employees are encouraged to schedule physical therapy and doctor's appointments around their work schedules to avoid loss of earning power. If this cannot be arranged, appointments should be scheduled at the beginning or end of the work day. All appointments requiring time away from work must have written verification of time in and out of the facility to present to Human Resources.

All employees will abide by the work/safety rules at the location of their transitional work assignment. If an employee is unable to report for work for personal reasons, he/she must call and report to the supervisor and to Personnel. If employee health status changes, it must be reported immediately to the manager/supervisor and to Human Resources.

When an injured/ill employee is released to participate in the Early Return to Work program he/she does not have the option to substitute paid sick leave because he/she does not personally feel ready to perform transitional work.

While in the Early Return to Work program, employees will stay no longer than four (4) weeks on any one task, unless approved by Human Resources. At the end of the pay period, the employee will take his/her time card to payroll for processing. As long as work can be provided, there is no right of refusal without jeopardizing benefits and entitlements.

Employees released to their regular job duties by their treating physicians should provide this information to Human Resources. The District will coordinate Worker's Compensation benefits with sick leave benefits if the employee so elects. After sick leave benefits are exhausted, vacation time may be used. If an employee elects, or is unable to coordinate accumulated sick leave/vacation credits with Worker's Compensation benefits, the District will continue to pay group health, Long-term Disability insurance for a work related injury for a period of sixty (60) days. Such period shall begin with the first day off work. An employee receiving only Worker's Compensation benefits will be placed on Family Care and Medical Leave in accordance with Chapter 5, Section 5.9, except for the foregoing conditions.

It is the employee's responsibility to report immediately to his or her Department Manager/Supervisor any injuries, regardless of severity.

- 4.7 **UNEMPLOYMENT INSURANCE** - Unemployment Insurance coverage is available to employees. To apply for benefits or to determine eligibility, employees should contact their nearest Employment Development Department Office.
- 4.8 **DENTAL INSURANCE** - See Section 4.1 "Health Insurance"
- 4.9 **VISION INSURANCE** - See Section 4.1 "Health Insurance"
- 4.10 **GRANDFATHERING OF PRE-EXISTING PARK WORKERS** – Notwithstanding anything herein to the



contrary, the two (2) individuals already employed by the District as Park Workers as of the date of adoption of this Manual shall be entitled to receive the insurance benefits afforded under this Manual to regular employees of the District working thirty (30) or more hours per week. This provision shall not operate so as to require the District to provide such benefits to individuals subsequently employed by the District to fill those positions.

## **TIME OFF BENEFITS**

5.1 **VACATIONS:** The District provides vacation for rest, relaxation, and renewal to each employee who has been employed for one year from date of hire, which is accrued from their anniversary date. Although vacation is provided for rest, a supervisor may grant an employee's request to use vacation for illness, disability, and or personal reasons. Disputes arising from this paragraph shall not be subject to Chapter 7 "Standards of Conduct and Employee Discipline Policy".

5.1.1 **Accumulation:** For each full-time (30 hours per week) employee, vacation days shall be earned per biweekly pay period as follows:

Employed Earns:

<b>YEARS OF SERVICE</b>	<b>VACATION DAYS</b>
1-4	10 days (80 hours @ 3.077/pp)
5-9	15 days (120 hours @ 4.61/pp)
10-20	20 days (160 hours @ 6.15/pp)
20+	25 days (200 hours @ 7.69/pp)

Part-time regular employees shall earn vacation prorated on actual hours worked. Exempt positions will, at the time of hire, begin at two (2) weeks per year. Vacation time may be accumulated up to a maximum of 160 hours (4 weeks). An employee may, at the discretion of the District, receive pay on their anniversary date for a maximum of forty (40) hours of his or her earned vacation instead of taking time off. New employees will not be authorized vacation time off until completion of one (1) year of continuous employment. If employment is terminated for any reason, the earned vacation will be paid through the last day of employment.

5.1.2 **Scheduling:** Vacations must be scheduled by, and approved as far in advance as possible, by an employee's immediate supervisor. Each Manager will maintain a quarterly schedule of vacations. Managers will coordinate vacation schedules internally to minimize impact on the District's operation with a minimum of thirty (30) days notice.

While on vacation, if an employee exceeds his/her earned vacation time, he/she shall be considered on a personal unpaid leave of absence subject to the provisions of the Personal Leave of Absence Policy.



5.1.3 **Selling of Vacation Time:** As discussed in Section 5.1.1, upon approval of the Department Manager and the General Manager, a maximum of 40 hours of vacation time may be sold on an employee’s anniversary date. All employees are required to take a minimum of five work days off each year; therefore a minimum of forty (40) hours of vacation time needs to be available for use. A form is to be filled out by the employee, and then approved by the Department Manager and the General Manager prior to commencing vacation.

5.2 **HOLIDAYS:** A full-time regular employee must work the full day prior to a holiday and the full day after a holiday to receive a paid holiday, unless prior arrangements have been made with the Department Manager or General Manager. To provide a paid time off benefit for its employees, the District recognizes the following holidays (eight (8) hours of pay) for all full-time regular employees:

<b>Holiday</b>	<b>Month</b>	<b>Date</b>
New Year’s Day	January	1 <sup>st</sup>
Martin Luther King Jr. Day	January	3 <sup>rd</sup> Monday of the Month
President’s Day	February	3 <sup>rd</sup> Monday of the Month
Memorial Day	May	Last Monday of the Month
Independence Day	July	4 <sup>th</sup>
Labor Day	September	1 <sup>st</sup> Monday of the Month
Veteran’s Day	November	11 <sup>th</sup>
Thanksgiving	November	4 <sup>th</sup> Thursday of the Month
Day After Thanksgiving	November	4 <sup>th</sup> Friday of the Month
Christmas Eve	December	24 <sup>th</sup> or adjusted if date falls on a weekend date.
Christmas Day	December	25 <sup>th</sup> or adjusted if date falls on a weekend date.*

The General Manager will annually designate the actual dates of District holidays.

5.3 **SICK LEAVE:** Sick leave is provided by the District pursuant to this section in order to promote the health and welfare of the individual employee. Sick leave permits an employee to be absent from duty without loss of pay when he/she is incapacitated by reason of illness, or when a member of the employee’s immediate family must be cared for by the employee; or when an employee has been exposed to a contagious disease and a physician has determined that his/her presence on the job might endanger fellow workers.

5.3.1 **Accumulation:** Beginning with the date of employment, sick leave at 3.69 hours per pay period shall be credited to the employee. The biweekly pay record will reflect the current sick leave accumulation for each employee. Sick leave is not considered to be vacation, and is to be used only during illness or injury. If sick leave is used up due to illness or injury, vacation can be used. An employee with no sick leave or vacation credit shall not receive compensation for days not worked due to illness or injury. Abuse of sick leave is grounds for discipline, up to and including dismissal.

Sick leave may be accumulated up to a maximum of 120 hours. After 120 hours are accumulated, an employee will receive, in December, 100% of the value of the unused sick leave, which exceeds the 120 hours maximum. At the end of each year's employment (anniversary date), 10% of the total accumulated sick leave shall vest in and become the property of the employee subject only to the employee's leaving the District under any condition other than discharge for cause. Upon retirement or resignation from the District, the employee shall be paid 10% for each year of service of the accumulated sick leave.

5.3.2 Procedures

- A. Notification of Supervisor. Employees shall notify the Department Manager, or the General Manager, within fifteen (15) minutes after the start of their work day on each day of absence in order to qualify for sick leave with pay.
- B. Prior Approval of Appointments. When the Department Manager or General Manager is notified in advance, sick leave may be used for medical, dental or optical examinations or treatment.
- C. Maintenance of Contact: Sick leave benefits are contingent upon maintenance of regular contact. Employees are expected to inform their Department Manager of their estimated date of return to work and to maintain this communication. The Department Manager shall relay this information to the General Manager.
- D. Health Care Provider Certificate. A certificate from a health care provider may be required by the District for any sick leave in excess of two (2) working days, or a combination of two (2) working days which incorporates a weekend. The certificate shall cover all days for which sick leave is taken. The District may require additional certificates for longer periods of absence, or for repeated absences, as determined at the discretion of the General Manager.
- E. Health Care Providers' Release: The District reserves the right to require a health care provider's written release before the employee may return to work.
- F. Termination of Benefits: If an employee's disability absence continues beyond the period covered by sick leave, the employee may be eligible for additional leave under the District's Family and Medical Leave Policy, or any

other medical or disability leave policy if such employee meets the qualifications of such leave. All other leave shall be unpaid.

- 5.3.3 **Sick Leave for Other Uses:** Subject to the General Manager's approval, an employee may elect to use sick leave for medical, dental, or vision appointments, or to take care of members of an employee's immediate family who is ill or injured. Immediate family in this instance shall mean spouse, father, mother, children, brother or sister, and also includes in-laws (son, daughter, father, mother, brother, sister), step-children, grandparents, and grandchildren, of the employee. In the event that sick leave is taken due to the illness or injury of a family member, all other provisions of this Section 5.3 shall apply.
- 5.4 **BEREAVEMENT LEAVE:** The District provides up to three (3) days paid leave in the event of a death in an employee's immediate family for which the employee attends funeral or memorial services. Immediate family in this instance shall mean spouse, father, mother, children, brother or sister, and also includes in-laws (son, daughter, father, mother, brother or sister), step-children, grandparents, and grandchildren. Bereavement leave includes time needed to plan and attend funeral or memorial services which require traveling to the location of these events.
- 5.5 **JURY DUTY:** Employees will be given time off when summoned for mandatory jury duty or subpoenaed to appear in court as a witness in trial. Employees shall provide prompt, reasonable notice to his/her immediate supervisor of the need for the employee to be absent due to jury duty or trial. Such notice shall be given not later than two weeks prior to the anticipated jury duty or trial testimony, except where such notice is not practicable under a given set of circumstances. The District may request that the employee seek a deferment of jury duty to another date based upon the needs of the District. The employee shall notify his/her Department Manager in the event that the date(s) of anticipated jury duty/trial testimony are changed immediately upon receipt of such changed date(s). Except as otherwise provided, full pay shall be granted when absences occur on regularly scheduled workdays. Pay will not be granted when jury duty occurs on an employee's normal day off or for hours in excess of the employee's regular eight hour day. In addition, no pay shall be granted for any non-exempt employee beyond ten working days of jury service, but such non-exempt employee may use any accrued leave for such jury service. The employee shall furnish the District with a statement signed by an official of the court, which certifies the employee's service as a juror and specifies the hours involved for each day or portion of each day of jury service. At the conclusion of jury duty or appearance as a witness, the employee shall promptly return to work. Any compensation received for jury duty or appearance as a witness at trial from the courts will be deducted from the employee's salary.
- 5.6 **MILITARY:** An employee shall have the right to a temporary leave of absence for reserve duty, not to exceed 180 days pursuant to Military and Veterans Code Section 395.01 and subject to the approval of the General Manager prior to commencement of leave. If employed by the District more than one year, the employee is entitled to receive his/her salary for the first thirty (30) calendar days of any such absence. If the employee has been employed for more than one year, he/she is entitled to the same vacation, sick leave, and other benefits that would have accrued had he/she not been absent. Military leave and regulations for payment pertaining

thereto for active duty shall be in accordance with any applicable provisions of Federal and State law. All employees entitled to Military leave shall give the General Manager the opportunity, within the scope of military regulations, to determine whether leave shall be taken. Due to the fact that this is mandatory governmental leave, upon return to work, the District will reinstate the employee to his or her original job, or to a position of like status and pay without loss of seniority or benefit entitlement.

- 5.7 **PERSONAL LEAVE OF ABSENCE:** The District may grant regular employees unpaid time off for substantial personal reasons, providing such time off does not materially affect the normal conduct of business, District services, or operating costs.

5.7.1 **Duration:** Approved leaves may be granted for periods of up to a maximum of 60 calendar days in any calendar year.

5.7.2 **Procedure:** A leave of absence or an extension thereof must be submitted in writing to the Department Manager ten days prior to the proposed commencement date, or the expiration of any approved leave, except when medical conditions or emergency situations make such requirements impossible. Requests must be approved in writing by the General Manager, and are subject to the discretion of the General Manager.

Except as otherwise provided herein, upon return to work, the District will reinstate the employee to his or her original job, or to a position of like status and pay without loss of seniority or benefit entitlement. No such assurance of continued employment can be made to employees whose leaves of absence exceed sixty (60) days. An employee's failure to return from leave of absence, or to present convincing reasons for not returning as arranged, will be considered a voluntary resignation.

5.7.3 **Benefits:** During the period of leave, arrangements must be made by the employee to pay group health, dental, life, and long-term disability insurance, which are normally paid by the District. Any such leave shall be unpaid, and retirement benefits, sick leave, and vacation credits will not accrue for the period of the leave.

- 5.8 **ADMINISTRATIVE LEAVE:** Employees designated as either the General Manager, Department Manager or Supervisors are not eligible for overtime pay for working hours over and above the normal daily work schedule. Employees so designated shall be entitled to all benefits provided to regular employees and the following:

5.8.1 **General Manager:** Administrative leave to a maximum of eighty (80) hours per fiscal year.

5.8.2 **Department Managers:** Administrative leave to a maximum of sixty (60) hours per fiscal year at the discretion of the General Manager.

5.8.3 **Procedure:** Any request for administrative leave shall be submitted in writing to the Department Manager, not less than ten days prior to the date of the proposed leave. The General Manager shall submit his request for administrative leave to the Board of Directors not later than the regular Board meeting scheduled not less than ten days

prior to the date of the proposed leave. These time deadlines may be waived by the General Manager, or by the Board of Directors, in the case of an emergency, or where the particular circumstances render such time deadlines impossible.

## **5.9 FAMILY CARE AND MEDICAL LEAVE**

5.9.1 Purpose. This section outlines the procedures applicable under the federal Family and Medical Leave Act, (29 U.S.C. Sections 2601-2654) and the California Family Rights Act, (Government Code Section 12945.2) both of which require the District to permit each eligible employee to take up to twelve (12) workweeks of Family and Medical Leave Act leave (“FMLA leave”) in any twelve (12) month period.

5.9.2 Employee Eligibility Criteria. To be eligible for FMLA leave, employees must have been employed by the District for at least twelve (12) months and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of FMLA leave.

5.9.3 Events Which May Entitle an Employee to FMLA Leave. The twelve (12) week FMLA allowance includes time taken (with or without pay) for any of the following reasons:

- A. To care for a newborn child of the employee or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the District, they will be granted a combined total of twelve (12) weeks of leave for this purpose.
- B. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform his job at all or unable to perform any one or more of the essential functions of his job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the District’s separate pregnancy disability policy).
- C. To care for a spouse, child, parent, or (when residing in the employee’s home) sister or brother, with a serious health condition, which makes the relative unable to care for his own basic medical, hygienic, or nutritional needs or safety, or is unable to transport himself to the doctor.

A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: (a) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (b) continuing treatment by a health care provider.

5.9.4 Length of FMLA Leave.

- A. FMLA leave can be taken in one or more periods, but may not exceed twelve (12)

workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination, of the above-described situations. "Twelve (12) workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five eight-hour days per week, "twelve (12) workweeks" means sixty (60) working and/or paid eight (8) hour days.

- B. The "twelve (12) month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA Leave.

#### 5.9.5 Pay During FMLA Leave.

- A. Except as otherwise provided in this Section, FMLA leave is unpaid.
- B. An employee on an FMLA leave because of his own serious health condition must use all accrued paid sick leave and may use vacation time and/or holiday leave at the beginning of any otherwise unpaid FMLA leave period.
- C. An employee on an FMLA leave to care for a newborn child of the employee or a child placed with the employee for adoption or foster care, or to care for an immediate family member with a serious health condition must use any or all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave and may use vacation or holiday leave.
- D. The receipt of vacation pay, sick pay, or State Disability Insurance benefits will not extend the length of the FMLA leave.
- E. Employees will continue to accrue vacation, sick leave, and holidays during any period of unpaid FMLA leave 30 days from the day unpaid leave began. Provided that, such benefits shall continue to accrue during that portion of the FMLA leave for which the employee has substituted already-accrued leave, but such benefits shall not continue to accrue once the employee has exhausted all other accrued leaves.

#### 5.9.6 Health Benefits.

- A. Health, vision, dental and life insurance benefits will continue to be paid by the District for a period not to exceed either three (3) months during any approved FMLA leave, or during any period in which the employee uses other accrued leave, whichever occurs later.
- B. The District may recover premiums paid for maintaining health benefits coverage during any medical leave if both of the following conditions occur:
  - 1. The employee fails to return from leave after the approved leave has expired. An employee is deemed to have failed to return from leave if he/she works less than 30 days after returning from leave.



2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee.

5.9.7 Seniority. An employee on FMLA leave remains an employee and the leave will not constitute a break in service for purposes of seniority or pension benefits. An employee who returns from FMLA leave will return with the same seniority he had when the leave commenced.

5.9.8 Medical Certifications.

- A. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.
- B. If the District has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the District may request a second opinion by a health care provider of its choice (paid for by the District). If the second opinion differs from the first one, the District will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
- C. Recertification's are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertification's can result in termination of the leave.

5.9.9 How FMLA Leave is Requested and Scheduled.

- A. An employee should request FMLA leave by completing a Request for Leave form and submitting it to their Department Manager. An employee asking for a Request for Leave form will be given a copy of the District's current FMLA leave policy.
- B. Employees should provide not less than thirty (30) days' notice, or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his immediate family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
- C. When possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the District's operations.
- D. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's immediate family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious

health condition.

- E. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the District will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks duration on any two occasions.
- F. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, or to care for a newborn child or child placed with the employee for adoption or foster care, the employee may be transferred temporarily to an available alternative position for which he is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
- G. In most cases, the District will respond to a FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA qualifying reason and, in any event, within ten (10) days of receiving the request. If an FMLA leave request is granted, the District will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to meet those expectations.

#### 5.9.10 Return to Work

- A. On timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous economic injury to the District's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
- B. When a request for FMLA leave is granted to an employee, the District will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
- C. Before an employee will be permitted to return from an FMLA leave taken because of his own serious health condition, the employee must obtain a certification from his health care provider that he is able to resume work.
- D. If an employee can return to work with limitations, the District will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the District.

5.9.11 Limitations on Reinstatement.

- A. The District may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous economic injury to the District’s operations. A “key” employee is an exempt salaried employee who is among the highest paid ten percent (10%) of the District’s employees within seventy-five (75) miles of the employee’s worksite.
  
- B. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the District determines that substantial and grievous economic injury to the District’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the District will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the District to suffer substantial and grievous economic injury. If the District realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement. If the employee does not return to work in response to the notification, the employee continues to be entitled to maintenance of health benefits for the remainder of the leave period and the District may not recover its share of the employee’s health benefit premiums. If such a “key” employee then requests reinstatement at the end of the leave period, the District will again determine if his reinstatement will cause substantial and grievous injury and, if so, will so notify the employee in writing (via certified mail) of the denial of reinstatement.
  
- C. If an employee takes FMLA leave for the reason of the birth of his/her child at the expiration of her Pregnancy Disability Leave, her right to reinstatement is governed by Section 5.9, Family Care and Medical Leave, not by Section 5.10, Pregnancy Disability Leave.

5.9.12 Employment During Leave. An employee on FMLA leave may not accept employment with any other employer without the District’s written permission. An employee who accepts such employment will be deemed to have resigned from employment at the District.

5.10 **PREGNANCY DISABILITY LEAVE**

5.10.1 Purpose. This policy explains how the procedures applicable under the California Pregnancy Disability Act, (Government Code Section 12945), which require the District to give each female employee a reasonable leave of absence of up to four months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

5.10.2 Employee Eligibility Criteria. To be eligible for Pregnancy Disability Leave, the employee must be disabled by pregnancy, childbirth, or related medical conditions.

5.10.3 Events Which May Entitle an Employee to FMLA Leave. The four-month Pregnancy Disability Leave allowance includes any time taken (with or without pay) for any of the following reasons:

- A. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness);
- B. The employee needs to take time off for prenatal care.

5.10.4 How Much Pregnancy Disability Leave May Be Taken. Pregnancy Disability Leave may be taken in one or more periods, but may not exceed four months total. “Four (4) months” means the number of days the employee would normally work within four months. For a full-time employee who works five eight-hour days per week, “four (4) months” means eighty-eight (88) working and/or paid eight (8) hour days of leave entitlement, based on an average of twenty-two (22) working days per month for four months. Pregnancy Disability Leave does not count against the leave available under the District’s policy on Family Care and Medical Leave.

5.10.5 Pay During Pregnancy Disability Leave.

- A. An employee on Pregnancy Disability Leave may use all accrued paid sick leave, vacation time and holiday leave at the beginning of any otherwise unpaid leave period.
- B. All other Pregnancy Disability Leaves are unpaid leaves.
- C. The receipt of vacation pay, sick pay, or State Disability Insurance benefits will not extend the length of the Pregnancy Disability Leave.
- D. Employees will continue to accrue vacation, sick leave, and holidays during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began. Provided that, such benefits shall continue to accrue during that portion of the FMLA leave for which the employee has substituted already-accrued leave, but such benefits shall not continue to accrue once the employee has exhausted all other accrued leaves.

5.10.6 Health Benefits.

- A. Health, vision, dental and life insurance benefits will continue to be paid by the District for a period not to exceed either four (4) months during any approved

Pregnancy Disability Leave, or during any period in which the employee uses other accrued leave, whichever occurs later.

- B. The District may recover premiums paid for maintaining health benefits coverage during any Pregnancy Disability Leave if both of the following conditions occur:
  - 1. The employee fails to return from leave after the leave has expired. An employee is deemed to have failed to return from leave if she works less than thirty (30) days after returning from leave.
  - 2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee.

5.10.7 Seniority. An employee on Pregnancy Disability Leave remains an employee of the District and the leave will not constitute a break in service. When the employee returns from Pregnancy Disability Leave, she will return with the same seniority she had when the leave commenced.

5.10.8 Medical Certifications.

- A. An employee requesting a Pregnancy Disability Leave must provide medical certification from her health care provider. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.
- B. Recertification's are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertification's can result in termination of the leave.

5.10.9 How Pregnancy Disability Leave is Requested and Scheduled.

- A. An employee should request Pregnancy Disability Leave by completing a Request for Leave form and submitting it to the Department Manager. An employee asking for a Request for Leave form will be given a copy of the District's then-current Pregnancy Disability Leave policy.
- B. Employees should provide not less than thirty (30) days' notice, or such shorter notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of a leave request, except if the need for Pregnancy Disability Leave was an emergency or was otherwise unforeseeable.
- C. When possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the District's operations.
- D. Pregnancy Disability Leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's health care

provider.

- E. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
- F. In most cases, the District will respond to a Pregnancy Disability Leave request within two (2) days of acquiring knowledge that the leave qualifies as Pregnancy Disability Leave and, in any event, within ten (10) days of receiving the request. If a Pregnancy Disability Leave request is granted, the District will notify the employee in writing that the leave will be counted against the employee's Pregnancy Disability Leave entitlement. This notice will explain the employee's obligations and the consequences of failing to meet them.

#### 5.10.10 Return to Work.

- A. On timely return at the expiration of the Pregnancy Disability Leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested for legitimate business reasons unrelated to the employee's Pregnancy Disability Leave or each means of preserving the job for the employee (such as leaving it unfilled or filling it with a temporary employee) would have substantially undermined the District's ability to operate the business safely and efficiently. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available or a comparable position is available, but filling that position with the returning employee would substantially undermine the District's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
- B. When a request for Pregnancy Disability Leave is granted to an employee, the District will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
- C. Before an employee will be permitted to return from a Pregnancy Disability Leave of three days or more, the employee must obtain a certificate from her health care provider that she is able to resume work.
- D. If the employee takes FMLA leave for reason of the birth of her child at the expiration of her Pregnancy Disability Leave, her right to reinstatement is governed by the Family Care and Medical Leave policy, not by this policy.
- E. If the employee can return to work with limitations, the District will evaluate those limitations and, if possible, will accommodate the employee as required by law. If

accommodation cannot be made, the employee will be medically separated from the District.

- 5.10.11 Employment During Leave. An employee on Pregnancy Disability Leave may not accept employment with any other employer without the District's written permission. An employee who accepts such employment will be deemed to have resigned from employment at the District.

## **5.11 PAID FAMILY LEAVE PROGRAM (PFL)**

- 5.11.1 Purpose. This policy explains how the procedures applicable under the Senate Bill 1661, which extended disability compensation to individuals who take time off work to care for a seriously ill child, spouse, parent, domestic partner, or to bond with a new minor child. Those employees covered by State Disability Insurance (SDI) program, will also be covered for this benefit. Individuals cannot receive PF Leave while receiving SDI, Unemployment Insurance, or Workers' Compensation benefits.

There is a seven-day waiting period before benefits are paid. In addition, the employer may require the employee to use up to two weeks' vacation leave prior to receiving benefits. The first week of vacation will be applied to the waiting period. The District is required to permit each eligible employee to take up to six (6) weeks of PF Leave during a twelve (12) month period. An individual who is entitled to leave under the federal Family Medical Leave Act and the California Family Rights Act must take PF Leave concurrent with leave taken under those acts.

- 5.11.2 Events Which May Entitle an Employee to PF Leave.

No more than six weeks of PF Leave benefits may be paid with any twelve (12) month period. These would include care for a seriously ill child, spouse, parent, or domestic partner, to bond with a new child or bond with a minor child in connection with the adoption or foster care placement of that child.

- 5.11.3 Health Benefits.

- A. Health, vision, dental and life insurance benefits will continue to be paid by the District for a period not to exceed either six weeks during any approved PL Leave, or during any period in which the employee uses other accrued leave, whichever occurs later.
- B. The District may recover premiums paid for maintaining health benefits coverage during any medical leave if both of the following conditions occur:
  1. The employee fails to return from leave after the approved leave has expired. An employee is deemed to have failed to return from leave if he/she works less than thirty (30) days after returning from leave.
  2. The employee's failure to return from leave is for a reason other than the

continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee.

- 5.11.4 Seniority. An employee on PL Leave remains an employee and the leave will not constitute a break in service for purposes of seniority or pension benefits. An employee who returns from PL Leave will return with the same seniority he/she had when the leave commenced.
- 5.11.5 Medical Certifications. A medical certificate is required when a PF Leave claim is filed to provide care for a seriously ill family member. The certificate must include a diagnosis and ICD Code; the commencing date of the disability; the probable duration; the estimated time care is needed; and state that the serious health condition warrants the participation of the employee to provide care. For bonding, PF Leave is limited to the first year after the birth, adoption, or foster care placement of a child. A separate certification must be completed for leave associated with the birth, adoption, or foster care placement of a child.
- 5.11.6 How PF Leave is Requested and Scheduled.
- A. An employee should request PF Leave by completing a Request for Leave form and submitting it to the Department Manager. An employee asking for a Request for Leave form will be given a copy of the District's then-current PF Leave policy.
  - B. Employees should provide not less than thirty (30) days' notice, or such shorter notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of a leave request, except if the need for PF Leave was an emergency or was otherwise unforeseeable.



## **OTHER BENEFITS AND SERVICES**

- 6.1 **EMPLOYEE RECOGNITION PROGRAM** - In recognition of an employee's service to the District, the Board adopted an Outstanding Employee Recognition Program. This Program may be amended from time to time by minute action of the Board of Directors. The goal is to recognize outstanding service to employees with one or more years of service. This would be based upon the dedication and service as demonstrated by the words, action and conduct of employees who go beyond the expectations of the position; benefit the District; keep the District operating smoothly; and warrant recognition. Nominations may be submitted to the General Manager by Department Managers, Department Supervisors or District Employees.

**Goal:** To recognize employee's outstanding service to the District for employees who have one or more years of service.

**Criteria:** Outstanding service, dedication and service as demonstrated by the words, action and conduct of employees who go beyond the expectations of the position; benefit the District; keep the District operating smoothly; and warrant recognition. Nominations may be submitted to the General Manager by Department Managers, Department Supervisors or District Employees.

**Incentives:** The employee may be awarded the following awards.

**First Award:** Certificate of Achievement presented by the Board of Directors.

**Second Award:** Certificate of Achievement presented by the Board of Directors and \$30.00.

**Third Award:** Certificate of Achievement presented by the Board of Directors and a \$50.00 Gift Certificate.

**Presentation:** Awards will be presented annually to all recipients.

**Budget:** Funds for providing incentives will come out of the Employee Awards budget

- 6.2 **EDUCATION PROGRAM** - The District encourages employees to participate in educational and training activities. In addition to increasing job proficiency, this education should improve work force stability and the District's ability to attract and retain outside employees.

6.2.1 **On-Duty Education** - Employees may, with prior approval, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects directly related to water operations or to the employee's position (or one to which he or she may reasonably aspire). All departments will annually review and identify areas of training required to maintain technical and administrative capabilities for inclusion into the District's budget.

6.2.2 **Off-Duty Education** - At the discretion of the General Manager, educational assistance is

available to employees who desire to obtain skills and/or knowledge that enables them to become more proficient in their present duties and/or prepare them for future assignments. This education may occur after regular working hours at a college, vocational trade school, or through a self-study correspondence course which leads to a certificate, license or diploma related to the general water functions of the District.

**6.2.3 Eligibility for Off-Duty Education Assistance:**

- A. Participation in off-duty education falls into two categories, each with specific eligibility requirements:
  - 1. **Employment Requirements:** Employees whose employment is dependent upon obtaining Distribution and Treatment Certificates may receive off-duty education assistance at the time they are hired.
  - 2. **Job Enhancement:** Only regular, full-time employees who are performing their jobs satisfactorily may attend courses to obtain skills and/or knowledge that enable them to become more proficient in their present duties and/or prepare them for future assignments.
  
- B. The following off-duty education qualifies for financial assistance:
  - 1. Degree (Associates, Bachelors, Masters, other as approved).
  - 2. Specific courses taken for credit relating to the water functions.
  - 3. Specific courses taken for credit relating to support functions of the District (i.e., accounting, secretarial, welding, chemistry, etc.)
  - 4. Specific courses resulting in certificates or professional licenses.
  - 5. Self-study/correspondence courses from reputable institutions with final exam and certificate in subjects that relate to District functions.
  - 6. Other programs deemed appropriate for District personnel.

**6.2.4 Conditions for Financial Assistance**

- A. **Budgeting** - Employees desiring to participate in off-duty education and receive financial assistance must annually submit (by April 30<sup>th</sup>) an Intent to Receive Educational Benefits Form for courses they anticipate attending during the next fiscal year. This information will be used for budgetary purposes and does not obligate employees to register or complete courses indicated.
  
- B. **Requirements:**
  - 1. To be eligible for reimbursement of fees, tuition and expenses, the employee must submit a Reimbursement Agreement/Course Approval Request to their Department Manager. If approved, the request will be submitted to the General Manager for approval.
  
  - 2. Funds received from outside sources (grants, scholarships, VA Benefits, etc), must be used to offset tuition costs before reimbursement assistance will be given. Maximum reimbursement for courses will be based on resident fees charged at California State University, San Bernardino which is on a quarter

system. An employee who attends a community college may receive full reimbursed since charges are usually less expensive. Likewise, an employee who attends a private university may only be partially reimbursed for tuition since costs are usually more expensive. Costs for books will be reimbursed at 100%. However, if books are sold after use, money received must be refunded to the District.

3. Degree programs require a three (3) year employment commitment following receipt of the degree. If the employee voluntarily terminates their employment prior to completion of the three (3) years, they will be responsible for repaying the District in full for any assistance received for classes not determined to be job related. This repayment will be through a deduction from the employee's final paycheck. Those classes required by degree programs that are job related are reimbursable under section 6.2.3 B and not subject to repayment. Involuntary termination may or may not result in repayment of assistance received and will be determined by the General Manager.
4. Reimbursement checks will be issued after the employee furnishes the District with proof of completion of the course with a minimum final grade of "C" or equivalent and receipts for expenses.
5. Fees, tuition, and expenses for off-duty courses related to employment requirements may be paid, in advance, by the District. To be eligible for prepayment, employees must submit a Prepayment Agreement/Course Approval Request to their Department Manager. If approved, the request will be submitted to the General Manager for approval. If the employee fails to receive a certificate of completion or passing grade (C or better) the employee must reimburse the District for all prepaid fees through a single payroll deduction.

6.2.5 Procedure - Travel will be paid or transportation will be furnished by the District for educational programs described under Section 6.2.1, On-Duty Education. Those programs listed in Section 6.2.2, Off-Duty Education, will not be eligible for travel expense reimbursement.

6.3 **CERTIFICATION PROGRAM** - All employees are encouraged to enhance their personal qualifications for improved advancement potential and expanded their knowledge about the water industry. The District's policy on self-improvement is also reinforced by offering incentives for obtaining various certificates, degrees, licenses, etc., outside of the employees normal job related requirements.

6.4 **CELLULAR PHONE ALLOWANCE/STIPEND POLICY** - Employees whose job duties include the requirement and frequent need for a cell phone may receive extra compensation, in the form of a cell phone allowance/stipend, to cover business related costs. Employees with such job titles may include, but are not limited to, the following: General Manager, Managers, Coordinator, Board Secretary, Supervisors, and Lead Workers.

It is the intent of the District not to provide District owned cell phones. However, should a department need to have a District-owned cell phone, which would be shared by staff in that department, the cell phone shall be used for District business only. Personal use is prohibited on all District-owned cell phones. If personal use occurs, disciplinary measures may be implemented. The District may provide On-Call/Call-Out cell phones to be used per this section.

**6.4.1 Personal Cell Phones and Devices** - Employees in the above-listed positions, as well as others whose job duties include frequent need to be contacted, may be eligible for an allowance/stipend to cover work related costs on their personal cell phone. This allowance/stipend does not constitute an increase in base pay and will not be included in any percentage calculations for increased base pay. The allowance/stipend is taxable income and will be paid through the payroll process.

The cell phone requirement and allowance/stipend shall be determined by the General Manager, except that the General Manager's cell phone requirements shall be: Unlimited minutes, data, e-mail, and document review/management - \$150.00/month.

Employees receiving an allowance/stipend should consult with either Human Resources or Information Technology prior to purchasing a phone to ensure compatibility with District systems. The employee must maintain an active contract.

If an employee has an active contract and is receiving the allowance/stipend and their cell phone is damaged and/or destroyed in the course of business, the District does not reimburse the employee for replacement of the same or similar device. Use of the phone in any manner contrary to local, state or federal laws will constitute misuse and will result in immediate termination of the cell phone allowance/stipend. The District does not accept any liability for charges or disputes between the service provider and the employee. If prior to the end of the cell phone contract period, an employee decides to cancel the contract, or misconduct or misuse occurs, the employee will be responsible for any fees charged by the provider.

## **6.5 TRANSLATOR STIPEND POLICY**

**6.5.1 Purpose.** Many of the District's customers speak a language other than English. In order to provide the best possible customer service, it is often necessary for District staff to translate District policies, procedures, and account information for customers.

**6.5.2 Employee Eligibility.** Employees whose job duties include the frequent need to translate in a language commonly spoken by District customers, and who have passed the District's translator proficiency exam through a third-party provider, or who have provided adequate proof of proficiency through a prior employer, shall be eligible to receive an annual stipend in the amount of \$500 paid annually on the Employee's anniversary date.

**6.5.3 Procedure.** Employee submits proof of proficiency from a prior employer or

requests to take the translation proficiency exam to Human Resources. Human Resources and the Employee's Department Manager will determine the need for the Employee to frequently provide translation services for the District. If it is determined there is a need for the Employee to frequently provide translation services for the District, Human Resources will either verify proof of proficiency or schedule the proficiency exam for Employee.

Upon satisfactory review of proof of proficiency, or successful completion of translation proficiency certification, the Employee shall receive the stipend amount at their next anniversary date, and on each anniversary date thereafter, so long as translation services for the District by that employee remain necessary. In the event the Employee fails to pass the proficiency exam, the Employee will be responsible for paying for any subsequent proficiency exam attempts and will not be reimbursed for said attempts.

## **STANDARDS OF CONDUCT AND EMPLOYEE DISCIPLINE**

The tenure of every District employee shall be conditioned by good behavior and satisfactory work performance. The District establishes Standards of Conduct to guide employees and to assure a safe, efficient, and harmonious operation of the District. Infractions of District standards, or other actions inconsistent with the goals of the District, may lead to disciplinary action under the procedures described in this chapter.

7.1 **STANDARDS OF CONDUCT-CAUSES FOR DISCIPLINARY ACTION** Actions inconsistent with District goals, including but not limited to the violations of District Standards of Conduct listed below, shall be grounds for discipline, up to and including dismissal. The following is a non-exclusive list of the more common causes of disciplinary action. Each of the following acts will be considered an infraction of District Standards of Conduct, and each of them, alone or in combination with any other act, may be cause for discipline up to and including dismissal. The District reserves the right to discipline employees as a result of other acts or omissions, in addition to those listed herein, and based upon a determination by the District that discipline, including dismissal, is warranted under the circumstances.

1. Falsification of District records, including any material entries or omissions of information in an employment application or other District records.
2. Being under the influence of, or possessing or using alcoholic beverages or illegal drugs or controlled substances on District premises or while on District business. Consumption of alcoholic beverages or illegal drugs prior to reporting for a work shift, during a work shift, including breaks and lunch hours, and including on call duty time, shall be considered a violation of this standard.
3. Abuse, damage or destruction of District property due to careless or willful acts.
4. Failure to observe fire prevention and safety regulations or practices, including reporting injuries, accidents or unsafe practices or conditions promptly.
5. Improper, flirtatious and discourteous treatment of the public.
6. Inability or unwillingness to work in harmony with other employees.
7. Theft, fraud, gambling, carrying personal or concealed weapons or explosives, or violation of criminal laws on company premises.
8. Fighting, throwing things, horseplay, practical jokes or other disorderly conduct which may endanger the well-being of any employee or District operation.
9. Threatening, intimidating, coercing, using abusive or insulting language, or otherwise interfering with the performance of other employees.
10. Insubordination or refusal to comply with instructions or failure to perform reasonable duties which are assigned.

11. Use of District materials, time or equipment for unauthorized purposes or for personal use.
12. Disorderly or immoral conduct while on duty or while in District uniform.
13. Excessive, unexcused and/or repeated absenteeism or tardiness.
14. Performance which does not meet the requirements of the position or neglects the duties of the position.
15. Failure to manage personal financial matters in a responsible manner, such that the District becomes involved in attachment or garnishment proceedings against wages. A second or a subsequent wage garnishment will be grounds for dismissal.
16. Operation of the District vehicle in an unlawful manner.
17. Conviction of a serious crime, including a misdemeanor or a felony, but not including traffic citations or other infractions not involving District vehicles.
18. Engaging in other practices that may be inconsistent with the image, rules or goals of the District, or that may be inconsistent with the ordinary and reasonable rules of conduct necessary to the mutual welfare of the District and its employees.
19. Violation of any of the provisions of the District's Violence in the Workplace Policy as adopted or amended by the Board of Directors from time to time.
20. Failure to immediately follow safe working practices or failure to report promptly an injury.
21. Violation of any of the provisions of the District's Zero Tolerance Harassment and Discrimination Policy.

7.2 **CONFLICT OF INTEREST:** The District recognizes the right of employees to engage in private activities away from their employment. However, the following rules will apply to assess and prevent potential conflicts of interest from arising. Failure to adhere to the rules governing conflict of interest may lead to disciplinary action up to and including discharge.

7.2.1 **Disclosure:** Outside interests, including part-time employment, may interfere with the employee's satisfactory performance, bring discredit upon the District, and create the appearance of a conflict of interest. Accordingly, employees have an obligation to disclose outside employment to the Department Manager. In addition, no employee of the District may accept a retainer, commission, consulting fee, or any other fee arrangement or remuneration without full disclosure to the District. Any questions regarding a possible conflict of interest or outside work should be brought to the Department Manager.

7.2.2 **Interference or Adversity Prohibited:** No employee may engage in outside work that will interfere with his or her District job, nor will any employee engage in an activity that may be hostile or adverse to the District.

- 7.2.3 Gratuities: No employee shall accept personal gratuities or tips offered for District services rendered to a customer or prospective customer, nor engage in any substantial financial transaction with them.
- 7.2.4 District Time, Equipment, and Materials: No outside work may be done during regular working hours and no company facilities, equipment, labor or supplies may be used to conduct this outside activity without specific authorization from a Department Manager or the General Manager.
- 7.2.5 District Liability: Opinions or comments regarding District liability in any matter should not be discussed by employees with the public. Management should be advised in all instances regarding customer relation problems that cannot be satisfactorily resolved.

### **7.3 UNIFORMS AND DRESS CODE**

- 7.3.1 Office Attire: A high standard of personal cleanliness and appearance is required of all employees. Office personnel are not required to conform to a specific dress code, but rather to maintain dress that will be in good taste, project a good public image, and be appropriate for the assigned work area.
- 7.3.2 Facial Hair: All facial hair will be kept neat and trimmed. In certain positions, at Management's discretion, facial hair will be disallowed due to safety reasons.
- 7.3.3 Uniforms: It is mandatory for all regular field employees to wear the designated uniform (shirt and pants) while performing related work. Certain supervisory personnel may also be required to wear this uniform.

The uniform, or any part of it, is to be worn only during working hours and while traveling to and from work. Uniforms are not to be worn outside of working hours. Exceptions will include only short stops at the bank, a grocery store, etc. The District, under a uniform rental agreement, will provide uniform shirts and pants. Employees are responsible for keeping track of their uniforms and turning in soiled uniforms for cleaning each week.

Shirts (long or short sleeved) are to be buttoned to the top of the shirt pocket (second button nearest the neck) and shirttails shall be worn inside pants. Orange T-shirts with the District logo may be worn in lieu of the regular uniform shirt at the employee's discretion. Employees are responsible for laundering T-shirts.

Long pants must be worn. Short pants may be substituted, at the General Managers discretion. The District requires employees to wear steel toed boots with all uniforms. New employees will be reimbursed as determined by the General Manager upon presentation of a receipt for purchase of their first pair of boots. On an annual basis, employees will be reimbursed as determined by the General Manager upon presentation of a receipt for the purchase of subsequent pairs of boots.



No caps with logos other than the official Phelan Piñon Hills Community Services District logo may be worn. Caps must not be adorned with buttons or advertisement of any kind.

The District also furnishes field employees with the following outerwear: jackets, rain gear, rubber boots, gloves, hard hats, and safety goggles. Outerwear is issued for use in performing assigned duties and is not intended for personal use.

Employees are liable for any loss or damage caused by negligence, misuse, or personal use of shirts or pants. Loss or damage shall be covered through preauthorized payroll deductions. Upon termination or separation, all uniforms and assigned outerwear must be returned to the District.

#### **7.4 ABSENCE OR TARDINESS**

7.4.1 Absence: An absence is defined as any unexcused failure to present for work during scheduled working hours (including overtime). Absences which are excused are detailed in Chapter Five, Time off Benefits.

7.4.2 Lateness: Each Department Manager or Supervisor will be responsible for assuring that employees arrive on time, and ready to work, and complete a full shift. Department Managers will use disciplinary actions to correct persistent patterns of lateness or leaving early.

7.4.3 Notification: Department Managers will require employees to give advance notice, when possible, of lateness or absence. If advance notice is not possible, personal notification by phone should be given to the Department Manager prior to starting time, or within fifteen minutes thereafter. The use of the District's answering service to communicate, except in cases of an extreme emergency, is strictly prohibited. Employees may call into the District at (760) 868-1212 before and after business hours.

Employees who are absent beyond one day must maintain contact with their Department Manager, unless the employee has provided a doctor's certificate covering a specified period. In case of extended illness, arrangements should be made by the employee to have his or her condition reported to the District at frequent intervals so workloads can be reassigned.

7.4.4 Absence without Notice: Three consecutive days absence without notice will be grounds for dismissal. The employee will be eligible for reinstatement only if some exceptional circumstances explain why the employee could not have provided the notice required by these rules.

7.4.5 Disciplinary Action: Chronic absenteeism, lateness, or other unusual infractions of attendance standards are grounds for disciplinary action.

### **7.5 PROHIBITION OF DISCRIMINATION, HARASSMENT & RETALIATION**

The Phelan Pinon Hills Community Services District ("District") has zero tolerance for discrimination, harassment, and retaliation, and is committed to maintaining a work environment that is pleasant, professional, and free from intimidation, hostility, or other offensive conduct that might interfere with work performance. Harassment of any sort - verbal, physical, or visual - will not be tolerated. This includes sexual harassment as well as harassment based on an employee's status in a protected class. These classes include age, sex or gender (including pregnancy, child birth, breastfeeding or related medical conditions), genetic information or characteristics, gender identity, gender expression, race, color, ancestry, national origin, religion, creed, marital status, military and veteran status, sexual orientation, political belief, physical or mental disability, medical condition, and any other status protected by federal or state law. This policy also prohibits unlawful harassment based on the perception that someone has those characteristics. This policy covers all individuals in the workplace, including full-time and part-time employees, independent contractors, volunteers, interns, Board Members, and anyone else performing work for the District (for ease, referred to collectively herein as "employees").

The workplace is not limited to District property but also includes anywhere District business is conducted or any business-related function, including social events, takes place.

The District will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with their supervisor or with the Human Resources Manager.

These policies should not, and may not, be used as a basis for excluding or separating individuals of any protected class from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion to avoid allegations of harassment. The law and the policies of the District prohibit disparate treatment on the basis of sex or any other protected class, with regard to terms, conditions, privileges and perquisite requirements of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

#### **7.5.1 Equal Employment Opportunity**

The District is committed to maintaining an equal opportunity employment policy and discrimination-free workplace. The District makes employment decisions on the basis of merit and business needs. The District prohibits unlawful discrimination based on age, sex, or gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), genetic information or characteristics, gender identity, gender expression, race, color, ancestry, national origin, religion, creed, marital status, military or veteran status, sexual orientation, political belief, physical or mental disability, medical condition, or on any other basis prohibited by federal, state, and/or local laws.

The District furthers the principles of employment equality by seeking talented and competent persons who are suited for a specific position by reason of training, experience, character, personality, intelligence, and general ability. The District does not consider a person's age, sex, or gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), genetic information or characteristics, gender identity,

gender expression, race, color, ancestry, national origin, religion, creed, marital status, military or veteran status, sexual orientation, political belief, physical or mental disability, medical condition, or on any other basis prohibited by federal, state, and/or local laws.

The District takes all personnel actions, including promotions, disciplinary measures, and termination, without regard to an individual's legally protected status.

**7.5.2 Accommodation Under the ADA and FEHA**

The District is committed to complying with applicable laws, including the Americans with Disabilities Act (ADA) and Fair Employment Housing Act (FEHA), ensuring equal employment opportunities to qualified individuals with a disability, and will reasonably accommodate an employee or applicant for the known physical or mental disability if the employee or applicant is otherwise qualified to safely perform all the essential functions of the position.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Manager to discuss the need for an accommodation. The District will engage in a timely, good-faith interactive process to determine a reasonable accommodation, if any, in response to a request for accommodation by the employee or applicant with a disability. The District will also initiate an interactive process when it becomes aware of the possible need for accommodation through a third party, or by observation, or because the employee has exhausted leave benefits under applicable federal, state, or District leave provisions.

An interactive, good-faith communication process is a timely, individualized process in which management and the employee discuss the need for accommodation, and what reasonable accommodation can be offered. The District may require the employee to provide documentation from a medical professional of the disability and need for accommodation. A medical professional may also be involved in the interactive process in order to evaluate what accommodation would allow the employee to perform the job safely and effectively. If no reasonable accommodation exists that would not cause the District undue hardship, then the District may not be able to provide the employee with an accommodation.

**7.5.3 Description of Sexual Harassment**

Sexual harassment includes unwelcome sexual advances, request for sexual favors, or other unwanted verbal or physical contact of a sexual nature.

Sexual harassment crosses age and gender boundaries and can occur between any two or more employees, regardless of their status. Among other perceived unconventional situations, sexual harassment may involve two women or two men. Harassment exists on a continuum, and need not involve overt sexual advances or physical conduct to constitute prohibited behavior. For instance, harassment may occur when an employee shows sexually suggestive pictures to another employee. A picture will be presumed to be sexually suggestive if it depicts a person who is not fully clothed or in clothes that are

not suited to the workplace, or if the person is in a sexual position or performing a sexual act. Sexual harassment need not be motivated by a sexual desire.

The law defines two categories of sexual harassment. The first category, "quid pro quo," occurs when one employee offers or hints they will give another employee some kind of benefit or improvement in working conditions (e.g., a raise or promotion, guarantee of continued employment, better office space or work assignments, etc.) in exchange for that employee's satisfaction of a sexual demand or submission to sexually harassing conduct. The second category, "hostile work environment," occurs when unwelcome sexual advances, requests for sexual favors, or verbal or other conduct creates an intimidating or offensive working environment. The law prohibits any form of sexual harassment that impairs an employees working ability or emotional well-being at work. Even if the conduct does not rise to the level prohibited by law, the District will not tolerate it.

**7.5.4 Description of Other Workplace Harassment**

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that has the purpose or effect of creating an intimidating, hostile or offensive work environment, has the purpose or effect of unreasonably interfering with an individual's work performance, or otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

**7.5.5 Individuals and Conduct Covered**

These policies apply to all applicants, employees, and Board Members, whether related to conduct engaged in by fellow employees or by someone not directly connected to the District (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

**7.5.6 Reporting Harassment, Discrimination, or Retaliation**

**7.5.6.1 Responsibility for Reporting Harassment**

All District employees, and particularly supervisors, have a responsibility for keeping the District's work environment free of harassment. Any employee who

becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to his or her supervisor or the Human Resources Manager. Employees must report an incident even if they are asked not to by the person who experienced the harassment, or by anyone else. Employees are never required to report an incident of harassment to the individual they believe is responsible for the harassment and may make a report to another supervisor or manager.

If you believe you have been harassed in the course of your work for the District, you may confront the harasser and ask them to stop, and the District will not permit any retaliation for doing so. While the District encourages you to communicate directly with the harasser and make it clear that the harasser's behavior is unacceptable, you are not required to do so. It is essential, however, to report the conduct immediately, even if you are not sure whether the conduct rises to the level of harassment under the law or this policy.

#### 7.5.6.2 Reporting Procedure

The District encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Verbal and anonymous report will be accepted, but may limit the investigation that can be accomplished.

False and malicious complaints of harassment, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action.

**7.5.6.2.1 Complaints Against Board Members or the General Manager** - Employees, managers, or supervisors who believe they have been the victims of conduct prohibited by this policy, or who have been made aware of or witnessed such conduct, by a Board Member or the General Manager, should discuss their concern with the Human Resources Manager. The Human Resources Manager will then notify the Board President and the District's Board Counsel. If the complaint is against the Board President, the Vice President will be notified in lieu of the Board President.

The Board President will authorize the Human Resources Manager to obtain outside legal counsel to investigate the complaint and make a report to the District's Board Counsel and Board President who will then take appropriate action.

In the event the Board determines that censure or other action is warranted, the General Manager or accused Board Member shall be provided with written charges and be afforded due process, as the circumstances require.

7.5.6.2.2 Complaints Not Against Board Members or the General Manager Employees, managers, or supervisors who believe they have been the victims of conduct prohibited by this policy, or who have been made aware of or witnessed such conduct, by individuals not listed in section 7.5.6.1, shall notify the Human Resources Manager or General Manager who will conduct an investigation and take appropriate action.

**7.5.7 Investigation of Harassment, Discrimination, or Retaliation**

All reported incidents of prohibited harassment, discrimination, or retaliation will be investigated in a prompt, effective, thorough, and objective manner that provides all parties with appropriate due process and reaches reasonable conclusions based on the evidence collected. The investigation will be completed and a determination regarding the reported harassment will be communicated to both the complainant and the accused harasser.

All reports of harassment will be investigated with due regard for the privacy of everyone involved. Confidentiality will be maintained to the extent possible, however absolute confidentiality cannot be guaranteed because disclosure of some information may be required as part of the investigation, consistent with due process requirements or as required by law. Any employee found to have engaged in harassment will be subject to appropriate disciplinary action up to and including termination. The District will also take any additional action necessary to appropriately remedy the situation. Retaliation will not be permitted. No adverse employment action will be taken against any employee making good faith report of alleged harassment, no matter the result of the investigation.

If a party to a complaint does not agree with its resolution, that party may appeal to the District's General Manager or Board of Directors.

In addition to the investigation conducted by the District, the California Department of Fair Employment and Housing (DFEH) investigate and may prosecute complaints of workplace harassment. Whenever an employee thinks they have been harassed or retaliated against for complaining about harassment, that employee may file a complaint with the DFEH within one year from the date of the incident.

**7.5.8 Prohibition of Retaliation**

The District prohibits any Board Member or employee from retaliating in any way against anyone who has made a harassment complaint, raised any concern about harassment, or participated in a harassment investigation. Retaliation is not limited to adverse employment actions, but may also include chastisement, derogatory or insulting remarks, social ostracism, or any other conduct intended to punish the employee or deter employees from reporting harassment or cooperating in investigations. The District will investigate any complaint of retaliation and will take

immediate and appropriate disciplinary action if retaliation has occurred. Complaints of retaliation should be reported and will be investigated according to the same procedure as harassment complaints.

**7.5.9 Harassment Prevention Training**

All employees and all Board Members are required to attend two hours of live, in-person, harassment prevention training every two years, or more frequently at the discretion of the District. In addition, at its discretion, District management may require any employee to attend harassment prevention training at any time.

**7.6 PROHIBITION OF BULLYING**

The purpose of this policy is to communicate to all employees, including supervisors, managers and Board of Directors, that the Phelan Piñon Hills Community Services District (“District”) will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination. Bullying should be reported following the District’s Grievance Procedure in Section 8.2 of this Manual.

**7.6.1 Definition**

The District defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Such behavior violates the District’s Code of Conduct.

**7.6.2 Examples**

- Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior on the individual that is important. The District considers the following types of behavior examples of bullying: Taking credit for another person’s ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual’s property (defacing or marking up property).

**7.7 DRUG AND ALCOHOL POLICY**

**7.7.1. GENERAL POLICY**

It is the policy of the District to maintain a workplace that is free from the effects of drug and alcohol abuse. Substance abuse can affect job performance and employee and public safety. The District has a significant interest in ensuring the health and safety of its employees. It has an obligation to ensure that its employees do not present a safety risk to the public at large. For these reasons, the District will be firm in identifying and disciplining those employees who do not voluntarily seek assistance and who continue to use drugs and abuse alcohol in violation of the District’s rules.

In furtherance of this policy:

- A. No District employee who is on duty or on standby for duty shall:
  - 1. Use, possess, or be under the influence of illegal or unauthorized drugs or other illegal mind-altering substances; or
  - 2. Use or be under the influence of alcohol to any extent that would impede the employee's ability to perform his or her duties safely and effectively.
- B. No employee shall perform duties which, because of drugs taken under a legal prescription, the employee cannot perform without posing a threat to the health or safety of the employee or others. Employees whose job performance is so restricted may be subject to reassignment, medical examination or other actions specified by applicable statutes and regulations.
- C. Employees shall be subject to drug and alcohol testing when there is reasonable suspicion that the employee has violated the rules expressed in section (1) (a) and (b). In addition, when such an employee has already been found in violation of sections (1) (a) and (b) through the adverse action or medical examination process under this policy, as a result of substance testing under this policy, or by the employee's own admission, the employee may be required to submit to periodic substance testing as a condition of remaining in or returning to District employment.

The policy stated herein shall be in addition to and shall not be construed as a required prerequisite to or as replacing, limiting or setting standards for any other types of provisions available under law to serve this purpose, including employee assistance, adverse action and medical examination.

Employees shall refer any questions regarding their rights and obligations under this policy to the human resources contact.

7.7.2. Scope

This policy includes provisions mandated by United States Department of Transportation (DOT) regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991. It sets forth rights and obligations of all employees—those covered by the DOT regulations as well as all other District employees.

This policy applies to all employees when they are on District property or when performing any District-related business. It also applies to employees operating District vehicles or equipment.

A. Prohibitions

(1) Prohibited Substances Include:



- (a) Controlled substances (drugs) that include but are not limited to marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine; and
- (b) Alcohol, which is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl and isopropyl alcohol.

(2) Prohibited Conduct Includes:

- (a) Unlawfully manufacturing, distributing, dispensing, possessing, or consuming any controlled substance at anytime while conducting or performing District business, regardless of location. This includes while operating or being responsible for the operation, custody or care of District equipment or property, on District property, or while subject to duty (i.e., standby duty);
- (b) Reporting to work or being on call for work while an employee's ability to perform job duties is impaired due to on- or off-duty alcohol use or drug abuse; or
- (c) Possessing or selling (directly or through a third party) illegal drugs or providing illegal drugs to anyone (including employees), while on duty.

B. Prescription and Non-Prescription Drugs

Using or being under the influence of any legally obtained drug by an employee while performing District business, while on District property, or while on standby is prohibited to the extent that such use or influence may affect the safety of the employee, co-workers, members of the public, the employee's job performance, or the safe or efficient operation of the District's business. An employee may continue to work, even though under the influence of a legal drug, if District management has determined, after consulting with a competent medical authority, that the employee does not pose a threat to their own safety or their co-workers and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be reassigned to an alternative position, if available, or be required to take a leave of absence or comply with other appropriate action as determined by the District.

C. Consequences of a Positive Alcohol and/or Drug Test

A rehabilitation program is available for those employees having a positive controlled substance and/or alcohol test on a one-time basis only. A second verified positive test under any circumstances shall constitute cause for immediate termination. Failure to complete a treatment program provided by the Substance Abuse Professional (SAP) will be treated as a second positive test.

Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. When recommended by the SAP, participation in

and completion of the rehabilitation program is mandatory. Prior to return to duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to sign a return to duty agreement. The duration and frequency of follow up testing will be determined by the SAP but will not be shorter than one year or longer than five years.

**D. Voluntary Admittance**

Employees who believe they may have a substance abuse problem are encouraged to take the initiative in voluntarily seeking assistance. Those voluntarily seeking help can make a confidential request for assistance to their supervisor. The employee will be referred to a SAP for evaluation and rehabilitation recommendations. Employees may use accumulated sick leave, vacation time, or compensatory time to participate in a rehabilitation program and program costs will be paid by the employee. After approval from the SAP, the employee may return to work and may be subject to unannounced follow up testing, based on the SAP's recommendations. Any employee failing to complete the program will be subject to termination.

NOTE: Health insurance plans may provide coverage for rehabilitation costs. Health benefits information can be obtained from the District's human resources contact.

**E. Refusal to Submit**

Any employee who refuses to submit to a drug or alcohol test immediately when requested by a supervisor or law enforcement personnel will be treated in the same manner as an employee who has failed an alcohol or controlled substance test, as defined herein.

**F. Employee Conviction Reporting Responsibility**

All employees must, as a condition of employment, abide by the terms of this policy and report any conviction under a criminal drug statute for violations occurring on or off District premises while conducting District business. A report of conviction must be made to the human resources contact within five days after conviction, as mandated by the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990. Failure to report such convictions will subject

the employee to discipline, up to and including dismissal, in accordance with the District's rules and regulations.

**G. Searches**

The District reserves the right to search all places under the common control of the District and employees and to enlist the assistance of law enforcement personnel in connection with the enforcement of this policy.

7.7.3. Definitions

- A. Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.
- B. Alcohol Concentration means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this regulation. For example, 0.02 means 0.02 grams of alcohol in 210 liters of expired deep lung air. Blood tests shall not be used to determine alcohol concentration, unless administered by on-site police or public safety officials in a post accident situation.
- C. Breath Alcohol Technician (BAT) means a person trained to operate the Evidential Breath Testing (EBT) device that the technician is using in the alcohol testing procedures. BATs are the only qualified personnel to administer the EBT tests.
- D. Chain of Custody means the procedures to account for the integrity of each urine specimen by tracing its handling and storage from point of collection to final disposition.
- E. Collection Site means a place designated by the District where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.
- F. Confirmation Test for alcohol testing means a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration. For controlled substances testing, it means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test, in order to ensure reliability and accuracy. Gas Chromatography/Mass Spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine.
- G. Controlled Substance (Drug) Test is a method of detecting and measuring the presence of controlled substances, whether legal or illegal, in a person's body. A controlled substance test may be either an initial test or a confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specific concentration level. It eliminates negative specimens from further consideration.

Controlled substances will be tested under the Department of Health and Human Service guidelines. The primary (initial or screening) controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Marijuana Metabolites (THC)	50 ng/ml (nanograms per milliliter)
Cocaine Metabolites	300 ng/ml

Phencyclidine (PCP)	25 ng/ml
Opiates Metabolites (1)	2000 ng/ml
Amphetamines	1000 ng/ml

(1) 25 ng/ml if immunoassay

A confirmation drug test is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principal in order to confirm reliability and accuracy. The confirmatory controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Marijuana Metabolites (THC) (1)	15 ng/ml
Cocaine Metabolites (2)	150 ng/ml
Phencyclidine (PCP)	25 ng/ml
Opiates	
Morphine	2000 ng/ml
Codeine	2000 ng/ml
Amphetamines	
Amphetamines	500 ng/ml
Methamphetamine (3)	500 ng/ml

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoylcegonine

(3) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml.

- H. Department of Transportation (DOT) Guidelines means the controlled substances and alcohol testing rules (49 CFR Part 199 ORSPA-Pipeline), Part 219 (FRA-Railroad), Part 382 (FHWA-Commercial Motor Vehicle), Part 654 (FTA-Mass Transit and 14 CFR 61 (FAA-Aviation) setting forth the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all transportation industries.
- I. Evidential Breath Testing Device (EBT) means the device to be used for breath alcohol testing.
- J. Medical Review Officer (MRO) means a licensed physician responsible for analyzing laboratory results generated by an employer's controlled substance testing program. The MRO is knowledgeable about substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results.
- K. Performing Safety Sensitive Function means an employee is considered to be performing a safety sensitive function in any period in which they are actually performing, ready to perform, or immediately available to perform such functions.

- L. Post Accident Alcohol and/or Controlled Substance Testing is testing performed on safety sensitive employees following an accident. An “accident” is an occurrence involving a vehicle where:
  - (1) The accident involved a fatality; or
  - (2) The driver receives a citation under state or local law for a moving traffic violation arising from an accident that involved:
    - (a) Injury requiring medical treatment away from the scene; or
    - (b) One or more vehicles having to be towed from the scene.
- M. Pre-Employment Controlled Substance Testing is conducted before applicants begin work, but after an offer to hire. It is also conducted when existing employees are transferred to a safety sensitive position.
- N. Random Alcohol and/or Controlled Substance Testing is conducted on a random, unannounced basis for safety sensitive employees just before, during, or after performing a safety sensitive function.
- O. Reasonable Suspicion Alcohol and/or Controlled Substance Testing is conducted when a trained supervisor has a good faith belief based on specific articulable facts or evidence that an employee may have violated the prohibitions set forth in sections (1) (a) and (b) in Part I, General Policy.
- P. Refusal to Submit means failing to provide an adequate breath or urine sample for testing without a valid medical explanation or engaging in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior, or physical absence resulting in the inability to conduct the test.)
- Q. Safety Sensitive Employee is defined as a driver that operates any of the following vehicles:
  - (1) A vehicle with a gross vehicle weight rating (GVWR) of at least 26,001 pounds;
  - (2) A vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating (GVWR) of more than 10,000 pounds;
  - (3) A vehicle designed to transport 16 or more passengers, including the driver; or
  - (4) A vehicle used to transport hazardous materials that require placards.
- R. Substance Abuse Professional (SAP) means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker (with knowledge of and clinical experience in the diagnosis and treatment of drug and

alcohol related disorders (the license alone does not authorize this), Certified Employee Assistance Professional (CEAP), or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.

- S. Supervisor means a person in authority who has had one hour of training on the signs and symptoms of alcohol abuse and an additional hour of training on the signs and symptoms of controlled substance abuse.

7.7.4. Employee Rights

An employee suspected of violating the rules prescribed herein shall be entitled to representation during any interrogative interviews with the affected employee that could lead to a decision by the District to take adverse action against the employee, regardless of whether these interviews occur before or after the sample is taken.

The sample collection process shall include the opportunity for the employee to provide information about factors other than illegal drug use, such as taking prescribed medication that could cause a positive test result. At the employee's option, this information may be submitted in a sealed envelope to be opened only by the Medical Review Office if the test result is positive.

The employee shall receive a full copy of any test results and related documentation of the testing process.

All confirmed positive samples shall be retained by the testing laboratory in secure frozen storage for one year following the test or until the sample is no longer needed for appeal proceedings or litigation, whichever is longer.

7.7.5. Confidentiality

The District shall maintain records of the circumstances and results of any employee testing under this policy. These records, and any other information pertaining to an employee's drug or alcohol test, shall be considered confidential and shall be released only to:

- (1) The employee who was tested or other individuals designated in writing by that employee;
- (2) The Medical Review Officer; or
- (3) Individuals who need the records or information to:
  - (a) Properly supervise or assign the employee;
  - (b) Determine, or assist in determining, what action the District should take in response to the test results; or

- (c) Respond to appeals or litigation arising from the drug or alcohol test or related actions.

7.7.6. Application

The following includes requirements imposed on two sets of employees—those who are subject to DOT regulations and those who are not. **Part I applies only to employees who are not subject to DOT regulations. Part II applies only to employees who are subject to 49 CFR Part 382 enacted by the DOT.** The following positions are considered safety sensitive and subject to Part II.

- EXAMPLE – Maintenance Worker II – Hazardous Materials Endorsement
- EXAMPLE – Operations Maintenance – Class A License

A. Part 1 (NON SAFETY SENSITIVE EMPLOYEES)

1. Pre-Placement/Post Offer Controlled Substance (Drug) Testing

An applicant for a non-safety sensitive position with the District shall be required to undergo a drug screening analysis. Any offer of employment will be conditioned upon compliance with this policy. The applicant will be requested to execute a consent form which includes a waiver and release. The “Controlled Substances Custody and Control Form” will be completed by the applicant and collection center at the time of collection. A positive test indicating the presence of controlled substances as defined in this policy will constitute disqualification of the applicant for the position for a period of six months.

2. Reasonable Suspicion Testing

The District reserves the right to require any existing employee to undergo drug or alcohol testing if there is a reasonable suspicion that the employee has engaged in prohibited conduct as defined in this policy. Reasonable suspicion shall, whenever possible, be evaluated based on personal observations by the department manager and/or supervisor who is familiar with the employee’s typical behavior.

Only a department manager or higher authority with the concurrence of another supervisor or department manager may request a drug or alcohol test based on reasonable suspicion after they have considered the facts and/or evidence in the particular case and agree that they constitute a finding of reasonable suspicion. The department manager requesting an employee to submit to a drug or alcohol test based on reasonable suspicion must document facts constituting reasonable suspicion in writing. Employees reasonably believed to be under the influence of drugs or alcohol shall not be permitted to engage in further work. In addition, such employees shall not be permitted to drive themselves from the worksite. A supervisor will see that the employee is transported to the designated collection center.

A controlled substance test is considered positive when a verified confirmation test indicates specimens have concentrations of a particular class of drug above the specified concentration levels. Drug classes and threshold concentration

levels are listed in the “Controlled Substance (Drug) Test” Definition Section of this policy.

An alcohol test is considered positive when a verified confirmation test indicates a breath alcohol content greater than 0.04. “Alcohol Concentration Level” is defined in the Definition Section of this policy.

In the event of a positive drug or alcohol test confirmation, the employee will be suspended from employment without pay, pending agreement on rehabilitation procedures described in the Rehabilitation Section of this policy.

**B. Part 2 (DOT SAFETY SENSITIVE EMPLOYEES)**

*Pre-Placement/Post Offer Controlled Substance (Drug) Testing*

An applicant for a safety sensitive position with the District shall be required to undergo a drug screening analysis, as required under DOT regulations. Any offer of employment will be conditioned upon compliance with this policy. The applicant will be requested to execute a consent form, which includes a waiver and release. The “Controlled Substances Custody and Control Form” will be completed by the applicant and collection center at the time of collection.

A positive test indicating the presence of controlled substances as defined in this policy will constitute disqualification of the applicant for the position for a period of six months. The District will notify disqualified applicants of the results of a drug test conducted under the DOT regulations if the driver requests the result within sixty (60) days of being notified of the disposition of the employment application.

Pre-placement controlled substances tests shall also be required for:

- (1) Existing District employees who newly obtain a Commercial Drivers License or a Hazardous Materials Endorsement to haul hazardous materials (e.g., gaseous chlorine, propane) and will be using these licenses to perform safety sensitive functions within their job description;
- (2) Existing District employees who are promoted to positions that require a Commercial Drivers License or a Hazardous Materials Endorsement to haul hazardous materials (e.g., gaseous chlorine, propane) and will be using these licenses to perform safety sensitive functions within their job description;
- (3) Newly hired District employees whose job descriptions include safety sensitive functions that are subject to DOT guidelines and have not been part of a drug program that complies with the FHWA regulations for the previous thirty (30) days; and
- (4) Existing District employees who are newly subject to a recently implemented District program and have not been tested for controlled substances in the previous six (6) months or have not participated in a random drug/alcohol testing program for the previous twelve (12) months.



NOTE: The District shall obtain previous test information from the last two years from a newly hired employee's previous employers. After obtaining a driver's written consent, the District shall obtain and review:

- (1) Alcohol test results with a breath alcohol concentration of 0.04 or greater;
- (2) Positive drug test results; and
- (3) Refusals to submit to a required alcohol or drug test.

The District may obtain the required information directly from the employee; however, the District shall assure that copies of former employers' records provided are true and accurate.

If the District learns that the employee tested positive for drugs, had an alcohol test result of 0.04 or greater, or refused to be tested, the employee will not be allowed to perform safety sensitive functions until the District has evidence that the driver has met the return-to-duty requirements. The District shall obtain evidence that the driver was evaluated by a SAP, completed any required counseling, passed a return to duty test, and was subject to any required follow up testing.

According to DOT guidelines, the District has the right to obtain any information regarding the employee's participation in an alcohol or drug testing program from previous employers. The District shall maintain a written, confidential record with respect to each past employer contacted. The information shall be obtained and reviewed no later than fourteen (14) days after the first time the employee performs safety sensitive functions. If the employee stops performing safety sensitive functions before expiration of the fourteen (14) day period, or before the District has obtained the information listed above, the District shall still obtain the information.

The District shall make a good faith effort to obtain the information. In this context, a good faith effort includes completing the "Request for Past Test Results Form", enclosing the "Report of Past Driver Drug and/or Alcohol Test Results Form", and sending it to each of the employers listed on the application in order to obtain the information from the previous two years. If there is no reply, a follow up phone call shall be made in a further attempt to obtain the information. All requests shall be documented and kept on file.

1. Random Testing

In accordance with DOT guidelines, safety sensitive employees shall be subject to random alcohol and drug testing. Random tests shall be unannounced and spaced reasonably throughout the calendar year. Employees are selected for random testing by a computerized random number generator that is matched with the employee's social security number. Each employee has an equal

chance of being selected each time selections are made.

The District has enrolled all safety sensitive employees in a pool with other safety sensitive employees from other agencies. Annually, at least 50% of the pool will be randomly tested for drugs, and at least 10% of the pool will be tested for alcohol, in accordance with DOT regulations.

The pool administrator will notify the designated supervisor at the beginning of the quarter if any District employees are selected with the computerized random number generator. The supervisor then has the entire quarter to send the selected employee to the designated collection center or arrange for an on-site collection. Employees shall be notified during, just before, or just after performing safety sensitive functions. Those employees subject to respond to emergencies that would require performing safety sensitive functions are subject to being notified at any time. Once employees are notified, they shall proceed to the test site immediately.

In the event an employee, who is selected for a random test, is on vacation, laid off, or on an extended medical absence during the quarter of selection, an alternate employee will be randomly selected, and the unavailable employee will be put back into the pool for the next quarter. When this occurs, the District shall keep documentation that the driver was ill, injured, laid off, or on vacation and that the employee was in the random selection pool for that cycle.

In the event of a positive drug or alcohol test confirmation, the employee will be suspended from employment without pay, pending agreement on rehabilitation procedures described in the Rehabilitation Section of this policy.

A controlled substances test is considered positive when a verified confirmation test indicates specimens having concentrations of a particular class of drug above the specified concentration levels. Drug classes and threshold concentration levels are listed in the "Controlled Substance (Drug) Test" Definition Section of this policy.

An alcohol test is considered positive when a verified confirmation test indicates a breath alcohol content greater than or equal to 0.04. Alcohol concentration level is defined in the Definition Section of this policy. An alcohol concentration level of 0.02 or greater but less than 0.04 will result in removal from a safety sensitive position for at least twenty-four (24) hours, and disciplinary action may be taken.

Seasonal employees will be removed from the pool during off-season. A pre-placement drug test will be required upon their return, **except** when the following conditions are met:

- (1) The employee must have participated in a drug testing program meeting the requirements of this rule within the previous 30 days;

- (2) While participating in this program, the employee must have either been tested for controlled substances in the previous six (6) months or participated in a random drug testing program for the previous twelve (12) months; and
- (3) The District ensures that no other employer of the driver has a record of violations of any DOT controlled substance use rule for the driver in the previous 6 months.

In order to take advantage of this exception, the District shall contact the testing program prior to using the employee and obtain the following information:

- (1) The name and address of the program. This would generally be the employee's prior and/or current employer;
- (2) Verification that the driver participates or participated in the program;
- (3) Verification that the program conforms to the required procedures set forth in 49 CFR Part 40;
- (4) Verification that the driver is qualified under this rule, including that the driver has not refused to submit to an alcohol or drug test;
- (5) The date the driver was last tested for alcohol and drugs; and
- (6) The results of any drug or alcohol test administered in the previous 6 months, and any violations of the alcohol misuse or drug rules.

2. Post Accident Testing

As soon as practicable following an accident involving a safety sensitive employee performing a safety sensitive function, that employee shall be tested for alcohol and controlled substances if:

- (1) The accident involved a fatality; or
- (2) The driver receives a citation under state or local law for a moving traffic violation arising from an accident that involved:
  - (a) Injury requiring medical treatment away from the scene; or
  - (b) One or more vehicles having to be towed from the scene.

An alcohol test shall be administered within two hours following an accident, but no later than eight (8) hours following the accident. A controlled substance test shall be administered within thirty-two (32) hours following an accident.

A supervisor should be notified immediately following an accident to ensure proper post accident instructions. The supervisor will determine if a test is necessary, based on the criteria above. If a test is necessary, the supervisor will see that the driver is transported to the appropriate collection center). An employee who knowingly, willingly, and purposely evades a post accident alcohol or controlled substance test will be subject to termination under "Refusal to Submit" guidelines as outlined under definitions in this policy.

In lieu of administering a post accident test, the District may substitute a test administered by on-site police or public safety officials under separate authority. The District may substitute a blood or breathe alcohol test and a urine drug test performed by such local officials, using procedures required by their jurisdictions. The District will obtain a copy of these test results and keep them on file.

If the employee has not submitted to an alcohol test within two hours, the District shall prepare and maintain on file a record stating the reasons. An employee who is subject to post accident testing must remain available, or he/she may be subject to termination under "Refusal to Submit" guidelines outlined in this policy. In addition, he/she must also refrain from consuming alcohol for eight (8) hours following the accident, or until submitting to an alcohol test, whichever comes first.

A controlled substance test is considered positive when a verified confirmation test indicates specimens having concentrations of a particular class of drug above the specified concentration levels. Drug classes and threshold concentration levels are listed in the "Controlled Substance (Drug) Test" Definition Section of this policy.

An alcohol test is considered positive when a verified confirmation test indicates a breath alcohol content greater than 0.04. "Alcohol Concentration Level" is defined in the Definition Section of this policy. An alcohol concentration level of 0.02 or greater but less than 0.04 will result in removal from a safety sensitive position for at least twenty-four (24) hours, and disciplinary action may be taken.

In the event of a positive drug or alcohol test confirmation, the employee will be suspended from employment without pay, pending agreement on rehabilitation procedures described in the Rehabilitation Section of this policy.

NOTE: Nothing in this section shall be interpreted to require the delay of necessary medical attention for injured people following an accident. In addition, the driver is not prohibited from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

### 3. Reasonable Suspicion Testing

In accordance with DOT regulations, the District shall require an employee to submit to an alcohol or controlled substance test when there is reasonable suspicion that the employee has engaged in prohibited conduct as defined in this policy. Reasonable suspicion shall, whenever possible, be evaluated based on personal observations by the department manager and/or supervisor who is familiar with the employee's typical behavior.

Only a department manager or higher authority with the concurrence of another supervisor or department manager may request a drug or alcohol test based on reasonable suspicion after they have considered the facts and/or evidence in the particular case and agree that they constitute a finding of reasonable suspicion. The department manager requesting an employee to submit to a controlled substance or alcohol test based on reasonable suspicion must document facts constituting reasonable suspicion in writing. (Behavior/Incident Documentation Form and Search/Evidence (Discrepancy) Documentation Form.

Employees reasonably believed to be under the influence of drugs or alcohol shall not be permitted to engage in further work. In addition, such employees shall not be permitted to drive themselves from the worksite. A supervisor will see that the employee is transported to the designated collection center, along with the "Controlled Substance Custody and Control" Form.

A controlled substance test is considered positive when a verified confirmation test indicates specimens having concentrations of a particular class of drug above the specified concentration levels. Drug classes and threshold concentration levels are listed in the "Controlled Substance (Drug) Test" Definition Section of this policy.

An alcohol test is considered positive when a verified confirmation test indicates breath alcohol content greater than or equal to 0.04. "Alcohol Concentration Level" is defined in the Definition Section of this policy. An alcohol concentration level of 0.02 or greater but less than 0.04 will result in removal from a safety sensitive position for at least 24 hours, and disciplinary action may be taken.

In the event of a positive drug or alcohol test confirmation, the employee will be suspended from employment without pay, pending agreement on rehabilitation procedures described in the Rehabilitation Section of this policy.

4. Rehabilitation

Within the first five working days of the suspension period after a verified positive test result, a conference will be conducted between the employee and a human resources contact. If warranted, the employee will be requested to participate in a substance abuse rehabilitation program developed by a SAP chosen by the District. After completing a program, the employee may be

subject to return-to-duty and unannounced follow up testing for a period of twelve (12) to sixty (60) months, as determined by the SAP. Details will be outlined in a Return-to-Duty Agreement.

Employees may use accumulated sick leave, vacation time, or compensatory time to participate in a rehabilitation program. Program costs and subsequent controlled substance and/or alcohol-testing costs will be paid by the employee. Failure to participate in and complete such a program will result in employment termination.

5. Return-to-Duty

Employees who have violated the prohibition set forth in this policy shall submit to a return-to-duty test before returning to their position. The test result must indicate an alcohol concentration of less than 0.02 and/or a verified negative result on a controlled substance test.

6. Follow Up Testing

After the return-to-duty test, employees will also be subject to unannounced follow up testing. The number and frequency of tests shall be determined by a SAP, but at least six tests shall be performed during the first twelve (12) months following the employee's return to duty. Follow up testing may be done for up to sixty (60) months, but the SAP can terminate the requirement after the first six tests, if he/she determines that testing is no longer necessary.

- 7.8 **USE OF DISTRICT TOOLS, FACILITIES, AND SUPPLIES:** No employee may engage in personal work in District shops or other facilities or use District equipment on or off District property.

Transportation in District vehicles of persons other than Directors, Officers, employees, agents of the District, or authorized guests, is prohibited.

Employees should discourage personal telephone calls and visitors during work hours, and should refrain from having personal mail addressed in care of the District.

- 7.9 **VOICE-MAIL, E-MAIL AND TECHNOLOGY POLICY:** The District maintains and utilizes, as part of its operations, a computer system, voice-mail, e-mail and other systems. These systems are provided to assist employees in the conduct of District business. All computers and the data stored on them, as well as voice-mail and the data stored on it, are and remain at all times, the property of the District. As such, all voice-mail, e-mail and other messages composed, created, sent and received are, and remain, the property of the District. Therefore, the District has the capability and reserves the right to access, copy, delete and use for District purposes any messages stored on any District system. Use of the voice-mail, e-mail and other systems for the conduct of personal business is discouraged and employees are hereby notified that they may not expect any level of privacy in the use of these systems and have no personal privacy rights in any materials created, received or sent through these systems. Voice-mail, e-mail and other computer generated or stored messages or information may not contain material that may reasonably be considered offensive or disruptive to any employee. Offensive messages or material includes, but is not limited to, sexual comments or images, racial slurs, gender-specific

comments or any comments that might offend someone on account of his or her age, sex, sexual orientation, race, religious or political beliefs, national origin or disability.

7.9.1 **PDA's, Blackberry's & iPhone's** - The use of PDA's, Blackberry's and iPhone's by a non-exempt employee for District-related purposes outside of the employee's approved work schedule is prohibited unless permission has been given by the employee's supervisor or manager. If a non-exempt employee uses such devices for District-related purposes outside of the employee's approved work schedule, the employee must report on his or her time card the amount of such time as time worked. Employees who violate this policy may be subject to discipline.

7.9.2 **Personal Use of District Cell Phone** - Employees who are permitted to use a District cell phone must not use it for personal business. Employees who violate and use a District cell phone for personal business while on duty are responsible for paying for personal time charges. Employees are prohibited from using District issued cell phones and any other District property to conduct personal business.

7.9.3 **Use of Personal Cell Phones, PDA's, Tablets, etc.** – Employees are prohibited from making and responding to personal calls, texts, emails, etc. during work hours. Such activities should be limited to lunch and break periods.

7.9.4 **Use of Cell Phones While Driving** - Employees are strictly prohibited from using cell phones, without a legal hands free device, while driving a vehicle on District time or driving a District Vehicle anytime.

7.10 **DISCIPLINARY ACTIONS AND TERMINATIONS**

7.10.1 **Application.** Employees shall be subject to discipline in accordance with these provisions.

A. **Regular Employees.** A regular employee may be demoted, reduced in step, suspended or dismissed only for cause.

B. **Introductory, Temporary and Seasonal Employees.** Probationary employees, temporary employees and seasonal employees are at-will employees serving at the pleasure of the General Manager, and may be disciplined or dismissed without cause, prior notice, right of review or appeal. As such, the provisions of Sections 7.10.2 through 7.10.4, inclusive, shall not apply to such employees.

1. Provided that, this Manual shall not prevent the General Manager from imposing any progressive discipline on an at-will employee, as deemed appropriate by the General Manager in his sole discretion.

2. Imposition of any progressive discipline against an at-will employee shall not convert his/her at-will status to an employee who may only be disciplined or terminated for cause; and such employee may still be subject to discipline or dismissal without cause, prior notice, right of appeal or review.

- C. General Manager. The provisions of Sections 7.10.2 through 7.10.4, inclusive, shall not apply to the General Manager.

7.10.2 Types of Discipline. The following disciplinary actions may be taken against any employee of the District by the General Manager or his designee.

A. Minor Discipline.

1. Informal Counseling: For minor infractions, the employee will be counseled. If the situation does not improve within a reasonable period of time (usually thirty (30) days to six (6) months, depending on the seriousness of the issue), the Department Manager may repeat the measure, or use the next step. The Department Manager should keep a written record of the date and substance of verbal warning, but the record will not become part of the employee's personnel file unless the situation leading to the warning is not corrected and more serious disciplinary procedures are deemed necessary.
  2. Verbal Reprimand: For repeated minor infractions, the employee will be issued a verbal reprimand. If the situation does not improve within a reasonable period of time (usually thirty (30) days to six (6) months, depending on the seriousness of the issue), the Department Manager may repeat the measure, or use the next step. A report of the verbal reprimand shall be placed in the employee's personnel file and this reprimand shall cite any counseling sessions that may have occurred. If there are no additional disciplinary actions taken against the employee for the twelve (12) month period following the verbal reprimand, the verbal reprimand may be removed from the employee's personnel file at the conclusion of the twelve (12) month period. The Department Manager may reference the verbal reprimand in subsequent performance evaluations of the employee.
  3. Written Reprimand: For more substantial infractions, or repeated minor infraction, the employee will be issued a written reprimand. If the situation does not improve within a reasonable length of time (30 days to 6 months or more, depending on the seriousness of the issue), the Department Manager may issue repeat reprimands. A copy of any written reprimand shall be placed in the employee's personnel file.
  4. Other Minor Discipline: For more serious infractions of District Standards or for persistent failure to correct deficiencies noted in verbal warning or written reprimands, other minor discipline may be imposed, including suspension with pay, change in working hours, and reassignment with no reduction in pay. Any such minor discipline may be accomplished by written notice to the employee, with a copy of the notice placed in the employee's personnel file.
- B. Major Discipline: The following disciplinary actions require compliance with the procedures of Paragraph 7.10.1 of these Rules. The following procedures may be



taken by the appropriate level of management to correct the performance deficiencies of regular employees, including management employees. Forms of major discipline are:

1. Suspension from duty: An ordered interruption of duties without pay.
2. Salary Reduction: A reduction in pay from within the employee's current range to any lower salary within that range, as such range is recorded in the District's current salary schedule.
3. Demotion: A reduction from a position in one class to a position in another class having a lower salary range affected for disciplinary purposes. (Demotions resulting from an employee's inability to perform required duties, organizational changes, or layoffs are not disciplinary.)
4. Dismissal: Discharge from District service.

7.10.3 No Appeal of Minor Discipline: An employee may file a response to minor discipline, as defined in Section 7.10.2(A), to be placed in his/her personnel file, but has no right of review or appeal.

7.10.4 Disciplinary Procedure for Major Discipline

- A. Notice of Proposed Disciplinary Action. Prior to issuance of a written order of major discipline, as defined in Section 7.10.2(B) of this Manual, written notice of at least five (5) working days of the proposed disciplinary action shall be given before such action is to be taken, and such notice must include:
1. Notice of the proposed action.
  2. Reasons for the proposed action.
  3. A copy of the charges stating specific incidences or specific courses of conduct and a copy of the written materials pertaining to those incidences or course of conduct.
  4. A notice to the employee of the right to respond in writing and/or orally to the proposed disciplinary action before said discipline is imposed. The notice to the employee of the right to respond must specify at least a five (5) working day period except as provided below. A longer notice might be warranted in specific cases because of the volume of material or complexity of the issues involved but only upon written request and with the approval of the General Manager.

The notice of proposed disciplinary action must be in writing and signed by the General Manager or his/her designee. Upon receipt of the employee's response, the General Manager, or designee, shall review the response and determine the appropriate course of action. This may include imposing the

same level of disciplinary action, modifying with less severe disciplinary action or rescinding the notice of proposed action.

B. Limitations and Exclusions.

1. Oral notice is insufficient as full notice and may be given only as the initial notice in extraordinary circumstances which call for immediate action.
2. Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. Extraordinary circumstances include, but are not limited to, situations involving misappropriation of public funds or property, working while under the influence of alcohol or illegal drugs or controlled substances, insubordination, commission of a crime involving moral turpitude punishable by imprisonment for one (1) year and disruption of the District's business through misconduct.

C. Order of Disciplinary Action. Any employee response submitted in accordance with Section 7.10.4(A)(4) will be considered and a determination made by the General Manager or his designee of appropriate action. The imposition of disciplinary action to suspend, demote, reduce in step or dismiss is constituted by the written order. Said order is similar to the notice of proposed disciplinary action in that it contains the effective date of disciplinary action, the right to appeal and specific charges upon which the disciplinary action is based. The effective date may be prior to the order, provided the circumstances warranted such immediate action. The order shall be signed by the General Manager. Notice of the time allowed for appeal and answer shall be stated in the order. A copy of the order shall be personally served on the employee or sent by certified mail to the employee's last known address.

D. Appeal Procedure.

1. Notice of Appeal and Request for Hearing. Any regular employee may appeal the order imposing major discipline, and request a hearing as provided for in these rules.

The notice of appeal and request for a hearing must be in writing and must be filed with the District within five (5) working days of receipt of the order.

2. Appellant's Answer to the Charges. If the employee appeals, a written answer to the charges must also be filed with the District within five (5) working days of receipt of the order. The answer to the charges must be attached to the notice of appeal and request for a hearing.

The answer must address each and every cause for discipline set forth in the order and must state specific facts or reasons as grounds for the appeal. If an answer denying any of the causes for discipline set forth in an order is not filed, said causes for discipline will be deemed admitted.

E. Hearing Procedure.

1. Review of the Appeal.

- a. After receipt of the appeal and request for hearing, the District's Board of Directors shall review the appeal and answer to the charges at an executive session at the next regularly scheduled Board meeting subsequent to formal receipt of the appeal, or at such later date as mutually agreed upon by the Board of Directors and the Appellant.
- b. The District's Board of Directors may elect to have the appeal heard by one of the following methods within thirty (30) days after their election:
  - (1) A full hearing by the Board of Directors.
  - (2) Appoint a hearing officer who shall present findings and a recommendation to the Board of Directors for a final disposition.
- c. The Board of Directors shall notify the Appellant in writing as to the governing hearing proceedings.

2. Hearing.

a. Time and Place.

- (1) Pursuant to the Board's decision in Section 7.10.4(E)(1)(b), the General Manager shall take every appropriate action necessary and reasonable to convene a hearing within the time prescribed.
- (2) The District's representative, the Appellant and/or his representative and the hearing officer shall meet in a pre-hearing conference to determine the time, place and manner in which the hearing will be conducted.

- b. Purpose. The purpose of the hearing is to determine the accuracy and the sufficiency of the facts attendant to the disciplinary action. The parties may stipulate to certain facts or evidence which shall be considered without abridgment or adulteration by the hearing body or officers upon whom the action was based and any pertinent information which may establish the truth or falsity of such evidence.

- c. Parties. The Appellant or a representative and the District's representative shall attend the meeting. Failure of the Appellant, with or without their representative, to appear in person at the time and place set for the hearing, shall be deemed a withdrawal of the appeal, unless otherwise excused by the Board of Directors.

- d. Rights. Each party shall have the right to:
  - (1) Choose a representative.
  - (2) Testify under oath.
  - (3) Call witnesses and present documentary evidence.
  - (4) Question all witnesses and examine the evidence.
  - (5) Argue a case.
- e. Order of the Proceedings.
  - (1) The hearing shall be opened by the recording of the time, place and date of the hearing and the presence of the parties and representatives, if any. The District shall first present its case on which the disciplinary action was based. A hearing guide may be used and will be made available to all parties.
  - (2) If the appeal is to be heard by the Board of Directors, the President of the Board shall conduct the hearing. If a hearing officer is appointed to hear the appeal, the hearing officer shall have the sole discretion and authority to conduct the hearing.
- f. Report of the Hearings. A record of the proceedings shall be taken and maintained by the District. The District may choose to make a mechanical or electronic record of the proceedings. Costs for transcripts shall be borne by the requesting party.
- g. Adjournment. The hearing may be adjourned or recessed for good cause, upon the request of a party, hearing body or hearing officer.
- h. Exhibits and Witnesses.
  - (1) The names of witnesses and exhibits shall be properly identified and shall be made part of the official record. The hearing body or officer may exclude witnesses not under examination and admonish witnesses to refrain from discussing the subject of their testimony with other witnesses or potential witnesses. The parties may remain at all times during the proceeding.
  - (2) Witnesses shall be required to testify under oath/affirmation. The oath shall read:

"Do you solemnly swear (or affirm) that the testimony that you are about to give in this matter shall be the truth, the whole truth and

nothing but the truth?"

- i. Confidentiality. The hearing shall be closed to the public and shall not be a public record unless an open public hearing is requested by the Appellant.
- j. Expenses. The District shall make available any current employees of the District who are identified by the Appellant as witnesses requested to be present. The Appellant shall be responsible for arranging for the attendance of any former employees, or any other witnesses who the Appellant wishes to present during the hearing.
- k. Closing of Hearing. The hearing body or hearing officer shall inquire if either side has anything further to offer. Upon receiving negative replies, the hearing shall be closed. If a hearing officer was appointed to hear the appeal, he/she shall report his/her written recommendation to the Board of Directors and the parties within thirty (30) days after the closing of the hearing.
- l. Action of the Board. If a hearing officer was appointed to hear the appeal, the Board of Directors shall act upon that recommendation by either upholding, reversing or modifying the decision. The Board shall notify the parties within five (5) working days of the outcome of their final decision.

F. Final Decision. The decision of the Board of Directors on any appeal shall be final.

G. Status of Appellant. The imposition of any major discipline, including but not limited to a discharge, shall not be stayed by any appeal filed by an employee following issuance of the Order of Discipline by the General Manager. Any salary or other benefits following a hearing on any appeal shall be reinstated only if determined to be appropriate by the Board of Directors following the completion of any such appeal hearing.

#### 7.10.5 Layoff or Reduction in Force

Notwithstanding any other provision of this Manual, nothing provided herein shall prohibit the District from discharging, suspending, or transferring employee upon a determination by the District that the needs of the District do not require continuance of the employee's prior position pursuant to the provisions of Chapter 12 of this Manual. The procedures of Sections 7.10.1 through 7.10.3 apply only to personnel actions taken for purposes of discipline. If an employee believes that such a personnel action is not for the needs of the District but is intended to be punitive, the employee shall seek redress through the grievance procedures of this manual.

- 7.11. **ACKNOWLEDGMENT OF RULES:** A written copy of these Rules shall be given to each employee. The employee shall acknowledge in writing the receipt of such Rules. In doing so, the employee's act shall constitute presumptive proof of the employee's knowledge and understanding of these Rules, including but expressly not limited to the Rules governing disciplinary actions and procedures.

## **EMPLOYEE GRIEVANCE COMMUNICATION**

These policies are formulated to provide channels for employees to become fully participating partners in two-way communications with the management of Phelan Pinon Hills Community Services District.

- 8.1 **EMPLOYEE REPRESENTATIVE** - There shall be two employee representative positions (one for the Administration Office and one for Field Operations). Persons occupying these positions shall be elected by his or her fellow employees. The two employee representative positions form a communication link between the employees and management and shall have the opportunity to meet with management to point out problems or concerns and to recommend solutions. They are consulted regarding changes in personnel policies and benefits, and in a variety of other matters. The representatives have no authority to change policies or management decisions, but will represent the employee's point of view regarding these issues.

The employee representatives inform management if they feel a policy is not being followed. A primary responsibility is to hear employee complaints or grievances and act as a liaison with management. An employee representative should become involved in a dispute only after the employee has attempted to resolve it with his or her supervisor, or when the representative is convinced that a valid reason exists, which makes communication with the Department Manager/Supervisor unworkable, or inappropriate. The representative may bring the dispute to management; alternately, he or she has the responsibility to tell a fellow employee when he or she thinks a complaint is without merit or substance.

The employee representative's responsibility in the formal grievance procedure is described in Paragraph 8.2, below.

- 8.2 **GRIEVANCE PROCEDURE** - The grievance procedure provides employees a means for settling complaints/problems as quickly as possible at the lowest possible level of authority. The grievance procedure, however, is not available to resolve disputes arising out of disciplinary action taken in accordance with Section 7.10.2 through 7.10.4 of this Manual, or any discipline or termination of any at-will employee. The provisions of Chapter 7 are the exclusive procedures for dealing with disciplinary matters, including dismissal from employment.

Each step in the grievance procedure is meant to completely resolve the problem. The steps are to be taken in order; the employee moves onto the next step only if the problem has not been resolved.

Sexual harassment and other complaints of unlawful discrimination, harassment or retaliation, shall be processed in accordance with the provisions of Section 7.5 and 7.6 of this Manual.

### 8.2.1 Grievance Steps

Step One - The employee discusses the complaint with the Department Manager/Supervisor who will be responsible for handling the complaint as an important business matter. Occasionally, discussing the problem with the Department Manager/Supervisor would present an awkward situation. In that case, the employee may begin the process at the next step.

Step Two - The employee consults with the employee representative. The representative's role is to attempt to resolve the problem informally by talking to the Department Manager/Supervisor, another employee representative, or other parties.

Step Three - Formal proceedings begin. The employee writes the complaint and delivers it to the employee representative. The employee representative will then meet with the Department Manager/Supervisor and present him or her with a copy of the written complaint and will attempt to find a solution. Within forty-eight (48) hours, the Department Manager's/ Supervisor's written response must be delivered to the employee representative.

Step Four - The employee representative, the Department Manager/Supervisor, and the complaining employee will arrange to meet with the General Manager to seek a resolution. After the initial meeting, the General Manager will investigate the complaint and talk with anyone involved or anyone who might contribute to the facts. At the General Manager's discretion, this investigation may involve separate conversations or meetings of all parties. The General Manager will return a written decision within 48 hours of the first meeting. The General Manager's decision shall be final and binding.

8.3 **EMPLOYEE INVOLVEMENT GROUPS**- To involve its employees in the periodic review of methods, operation, procedures, and functions, the General Manager will appoint employees, as needed, to an Employee Involvement Group (EIG) to review specific subjects.

8.3.1 Procedures - As subjects arise that need employee involvement, the General Manager will select employees for appointment to an EIG. Prior to their appointment, Department Managers/Supervisors will be contacted to determine the impact on the workload. A written scope of activities will be provided along with a target date for the completion report. A chairman will be nominated to run and schedule the EIG meetings and be responsible for drafting the report. Verbal, periodic progress reports may be required by the General Manger. After completion of the EIG report, the General Manager will comment as soon as his or her schedule permits on the feasibility and practicality of adopting the recommendations submitted.

8.3.2 Adoption - This policy does not provide for automatic adoption of any EIG recommendations. However, the District is committed to reviewing every recommendation and investigating further those recommendations that have merit.

## **TRAINING AND DEVELOPMENT**

The District has instituted the following programs and policies to help employees reach their full potential for performance in their current positions, or to move to other, more skilled positions, when possible.

- 9.1 **ORIENTATION** - When employees begin their employment with the District, they will be given an orientation to District policies and benefits. This orientation should take place on their first day of employment, unless circumstances make this impractical.
- 9.1.1 **Human Resources** - Shall brief the employee on the Employee Personnel Manual, his or her benefits, and a variety of other information and procedures.
- 9.1.2 **Department Manager/Supervisor** - Shall explain job duties and standards for acceptable behavior and job performance. The Department Manager/ Supervisor should address any questions and concerns and enthusiastically welcome the employee, communicating the District's desire for a successful, long-term working relationship.
- 9.2 **EMPLOYEE PERFORMANCE APPRAISAL** - The District Board of Directors recognizes the importance of communicating to each employee the quality of work he or she is doing and the employee's progress toward goals. Therefore, the evaluation of each employee must be done in a fair and objective manner by his or her immediate supervisor. Every employee will be reviewed annually on or about his or her anniversary (date of hiring).

Supervisors may also formally evaluate a subordinate for either exceptional or below average performance throughout the year. This review is not a scheduled or mandatory review.

Evaluations may or may not result in salary adjustment. Adjustments are based not only upon performance of duties as generally outlined in the job description, but also behavior, attendance, reliability, and other factors such as safety, knowledge of District procedures, and adherence to policies, standards, and objectives of the District. All salary adjustments are recommended by the immediate supervisor and amounts of adjustment are based on the relative performance among the supervisor's subordinates, and overall District adjustment policies. Therefore, the adjustments are not discussed with the employee until the evaluation has been reviewed and approved by the General Manager. If work performance continues to be satisfactory, subsequent increases may be recommended annually thereafter, until the maximum value of the employee's salary range is reached. A salary adjustment may also be awarded after the one (1) year new hire probation period.

The employee will be asked to comment on the appraisal and acknowledge it by signing the form. The immediate supervisor should make every effort to obtain the employee's involvement in the discussion so that the employee's point of view is thoroughly heard. If the employee declines to sign the form, the immediate supervisor will promptly report this fact to the Department Manager or General Manager. The Department Manager/General Manager and immediate supervisor will write "Employee declined to sign appraisal form," and add their initials and date. An employee shall also have the right to submit a written statement to be attached to his/her performance evaluation and maintained in his/her personnel file.



No performance appraisal shall constitute any contract of employment, nor any modification to any employee's job status.

- 9.3 **PROMOTIONS** - When a personnel vacancy occurs, all opportunities to promote from within will be explored consistent with the goal of filling a position with the most qualified individual available. Promotions generally result in an increase of responsibility within a category of jobs (i.e., Production Technician I to Production Technician II), to another job category, or to another department. Promotions are not automatic when an individual reaches the top of his or her range, but rather the result of a vacancy created by an employee leaving a job or creation of an additional position. Promotions may be made from the existing work force when an opening occurs, providing an employee is qualified to fill the vacant position. Employee performance appraisals, interviews, and Department Managers/Supervisors observations will provide the primary sources from which to determine job suitability. Successful applicants for vacant positions will be placed on a sixty (60) day trial introductory at the discretion of the Department Manager/Supervisor.

## **SAFETY AND HEALTH**

10.1 **ACCIDENT PREVENTION** - The District is concerned about the health and safety of all employees. Employees are expected to share that concern by practicing safe working habits for their own benefit, as well as that of their fellow employees. District policy and federal law requires that employees be provided places of employment free from recognized safety hazards and with proper tools and equipment necessary to accomplish their work assignments in as safe a manner as possible. The District will conduct on-the-job safety and first aid programs for all employees. Employees are expected to notify their Department Manager/Supervisor immediately whenever they have a question that concerns safety

10.2 **CODE OF SAFE PRACTICES**

These procedures and safe practice rules are intended for employees to follow as a minimum guideline for the identification of hazards and to ensure a safe workplace. These practices are not intended to cover all areas of operation or knowledge that may be required in each area of authority. For certain operations, additional requirements and practices will be necessary and will be determined by the responsible supervisor based on work operations and conditions.

1. All persons shall follow these safe practice rules, render every possible aid to safe operations, and report all unsafe conditions or practices to the foreman or superintendent.
2. Foremen shall insist on employees observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and shall take such action as is necessary to obtain observance.
3. All employees shall be given frequent accident prevention instructions at regular safety meetings or whenever needs between meetings. When applicable, the accident prevention instructions shall also include specific instruction on the safe use, care and maintenance of fall protection equipment (i.e., fall arrest systems, positioning device systems, safety nets, etc.) used at the jobsite.
4. Anyone known to be under the influence of drugs or intoxicating substances which impair the employee's ability to safely perform the assigned duties shall not be allowed on the job while in that condition. Employees with a Commercial Drivers License or Hazardous Materials Endorsement and will be using these licenses to perform safety sensitive functions within their job descriptions shall be subject to the Department of Transportation (DOT) controlled substances and alcohol testing rules.
5. Horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well being of the employees shall be prohibited.
6. Work shall be well planned and supervised to prevent injuries in the handling of materials and in working together with equipment.
7. No one shall knowingly be permitted or required to work while the employee's ability or alertness is so impaired by fatigue, illness, or other causes that it might unnecessarily expose the employee or others to injury.

8. Employees shall not enter manholes, underground vaults, chambers, tanks, silos, or other similar places that receive little ventilation, unless it has been determined that it is safe to enter.
9. Employees shall be instructed to ensure that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the foreman or superintendent.
10. Crowding or pushing when boarding or leaving any vehicle or other conveyance shall be prohibited.
11. Workers shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received instructions from their foreman.
12. All injuries shall be reported promptly to the foreman or superintendent so that arrangements can be made for medical or first aid treatment.
13. When lifting heavy objects, the large muscles of the leg instead of the smaller muscles of the back shall be used.
14. Inappropriate footwear or shoes with thin or badly worn soles shall not be worn.
15. Materials, tools, or other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from the falling objects.
16. Employees shall cleanse thoroughly after handling hazardous substances, and follow special instructions from authorized sources.
17. Hod carriers should avoid the use of extension ladders when carrying loads. Such ladders may provide adequate strength, but the rung position and rope arrangement make such climbing difficult and hazardous for this trade.
18. Work shall be so arranged that employees are able to face ladder and use both hands while climbing.
19. Gasoline shall not be used for cleaning purposes.
20. No burning, welding, or other source of ignition shall be applied to any enclosed tank or vessel, even if there are some openings, until it has first been determined that no possibility of explosion exists, and authority for the work is obtained from the foreman or superintendent.
21. Any damage to scaffolds, falsework, or other supporting structures shall be immediately reported to the foreman and repaired before use.

22. All tools and equipment shall be maintained in good condition.
23. Damaged tools or equipment shall be removed from service and tagged "DEFECTIVE."
24. Pipe or Stillson wrenches shall not be used as a substitute for other wrenches.
25. Only appropriate tools shall be used for the job.
26. Wrenches shall not be altered by the addition of handle-extensions or "cheaters."
27. Files shall be equipped with handles and not used to punch or pry.
28. A screwdriver shall not be used as a chisel.
29. Wheelbarrows shall not be pushed with handles in an upright position.
30. Portable electric tools shall not be lifted or lowered by means of the power cord. Ropes shall be used.
31. Electric cords shall not be exposed to damage from vehicles.
32. In locations where the use of a portable power tool is difficult, the tool shall be supported by means of a rope or similar support of adequate strength.
33. Only authorized persons shall operate machinery or equipment.
34. Loose or frayed clothing, or long hair, dangling ties, finger rings, etc., shall not be worn around moving machinery or other sources of entanglement.
35. Machinery shall not be serviced, repaired or adjusted while in operation, nor shall oiling of moving parts be attempted, except on equipment that is designed or fitted with safeguards to protect the person performing the work.
36. Where appropriate, lock-out procedures shall be used.
37. Employees shall not work under vehicles supported by jacks or chain hoists, without protective blocking that will prevent injury if jacks or hoists should fail.
38. Air hoses shall not be disconnected at compressors until hose line has been bled.
39. All excavations shall be visually inspected before backfilling, to ensure that it is safe to backfill.
40. Excavating equipment shall not be operated near tops of cuts, banks, and cliffs if employees are working below.
41. Tractors, bulldozers, scrapers and carryalls shall not operate where there is possibility of

overturning in dangerous areas like edges of deep fills, cut banks, and steep slopes.

42. When loading where there is a probability of dangerous slides or movement of material, the wheels or treads of loading equipment, other than that riding on rails, should be turned in the direction which will facilitate escape in case of danger, except in a situation where this position of the wheels or treads would cause a greater operational hazard.

Each employee shall be given a copy of the *Illness and Injury Prevention Manual Code of Safe Practices*. The employee shall study and become knowledgeable with these practices and additional practices that apply to his or her duties. Employees shall obey all safety rules.

### 10.3 **VIOLENCE IN THE WORKPLACE PROGRAM**

#### 10.3.1 Workplace Security Policy.

The Phelan Piñon Hills Community Services District (District) is firmly committed to providing a workplace that is safe, secure and free from threats or acts of violence. Although some violence results from societal problems that are beyond our control, District management believes that measures can be adopted to increase protection for employees and to provide a secure workplace. In keeping with this commitment, the District has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on related business, or while operating any vehicle or equipment owned by the District. The District also prohibits weapons such as firearms and knives, other than pocket knives or knives commonly used as tools, on District premises. This policy applies to all Districts' employees and all persons working on District's premises. Refer to Chapter 7 of the District's Employee Personnel Manual, Standards of Conduct and Employee Discipline Policy.

In order to achieve the District's goal of providing a workplace that is secure and free from violence, the support of all employees is required. Compliance with this policy, and the District's commitment to a "zero tolerance" policy with respect to violence in the workplace, is mandatory. Employees are required to report any incident involving weapons, a threat of violence or an act of violence immediately to their supervisor, Department Head and the Human Resources. An investigation of the matter will immediately occur and the District's management will take appropriate action(s). Appropriate action may include removing the employee from the premises and/or the imposition of disciplinary action against any employee who violates this policy, up to and including termination of employment.

If employees become aware of any workplace security hazards, they are required to report that information to their supervisor, the Safety Monitor, or Human Resources. Any reports employees make in compliance with this policy may be made without fear of retaliation of any kind.

Further information regarding the District's anti-violence policy and workplace security is included in the District's Employee Personnel Manual in Chapter 7. If you have any questions concerning this policy, please contact Human Resources.

### 10.3.2 Threat Procedures

These guidelines will provide managers and employees with instructions to follow in the event a bomb threat or a suspicious letter or package is received. Employees should familiarize themselves with the material and retain the Bomb Threat Report Card near the telephone in their work area.

#### A. SECTION I. RECORDING AND EVALUATING THE BOMB THREAT

Threats are commonly received by telephone, although they may arrive in the form of a written note, a suspicious package or through a third party such as a police agency or the media. Employees most likely to receive a bomb threat are control room operators, switchboard operators, facilities' managers or administrative support staff. However, even if you are not in one of the above classifications, you may receive a bomb threat.

Treat every bomb threat seriously, even if the caller is laughing or sounds young. The best and usually the only clues to the validity of a threat are the phone messages and how it is presented by the caller, thus the importance of recording and evaluating the bomb threat. Those experienced in security acknowledge that it is common for a caller, when asked, to inadvertently give many details, including his or her name and specifics about the bomb.

#### B. SECTION II. EMPLOYEE ACTION PLAN

1. If you receive the call, reach for a Bomb Threat Report Card. It should be located near the telephone. Fill it out immediately while the details are fresh in your mind. Report the threat to a supervisor or manager in a quiet and confidential manner to avoid causing a panic. Do not discuss the call with co-workers.
2. If you are instructed by a manager to evacuate, take your brief case, purse, lunch and all personal packages in your possession with you as they may hamper the efforts to search for a suspicious package.
3. Use regular telephones, pay phones or send a person to get messages through. Do not use hand held radios, walkie talkies or cellular phones as signals may detonate certain types of explosive devices.
4. If you are directed to search a work area, give special attention to restrooms; refuse containers, unlocked or unused rooms, pressurized containers, fuel storage areas, electrical substations, control rooms, computer facilities, and telephone equipment rooms. Be on the lookout for objects that are out of the norm.
5. If you discover a suspicious package or a suspected explosive device, get away from it and report its location to your supervisor. Bombs may be designed to explode when the package is touched. Do not touch it or try to place something

over or in front of it.

C. SECTION III. MANAGEMENT ACTION PLAN

1. Incident Coordinator (Site Manager or highest ranking employee at the site).
  - a. Notify the local law enforcement agency immediately Dial 911, and then notify the Department Head.
  - b. Immediately interview the employee who took the bomb threat call.
  - c. Assemble the emergency response team at the predestinated area, which is the Board Room.
    - Incident Coordinator will be the primary contact with the lead law enforcement officer, administrative staff and prior to arrival of the Public Information Officer, the media. Direct assistants below to initiate evacuations and any necessary searches. Record and document the chronology of events as they happen.
    - Designated Assistant to the Incident Coordinator will direct the evacuation and roll call and be responsible for ensuring a vehicle equipped with radio and telephones are available at the evacuation assembly area.
    - Designated Operations Representative will coordinate a search of operations areas.
    - Designated Maintenance Representative will coordinate a search of maintenance areas.
  - d. As time permits, notify the Human Resources Manager, and the Public Information Officer.
  - e. Upon resolution of the bomb threat situation, hold a debriefing with supervisors and administrative personnel to assess the reaction to the emergency and verify facts related to the incident.
2. Assistant to the Incident Coordinator:
  - a. Initiate the evacuation as directed. Preferably, use the public address system to read the following statement without using the words "bomb threat":

"Attention all plant/site personnel. The \_\_\_\_\_ area is being evacuated at this time. Please CALMLY leave your work area and reassemble in the area for further instructions."

- b. Immediately repeat the same announcement over the public address system.
- c. Conduct a roll call of all evacuated employees. In the event there are missing employees, if possible, repeat the evacuation instructions from a remote location. Notify the designated Operation & Maintenance Representatives regarding missing employees so they can conduct the search.
- d. Ensure all driveways, sidewalks, gates, etc.; at least 300 feet away from the suspected bomb area are cordoned off. Assign employees to prevent people or vehicles from entering the area.
- e. Remain at the evacuation assembly area for further instructions.

3. Designated Operation & Maintenance Representatives

- a. If time permits, initiate a search, using two (2) person teams of lead persons and employees. First search areas predetermined to be critical to the operation of the facility such as the control room, chlorine station, etc., and then search adjacent areas. Set a deadline for search completion. Remind search team members that they are to look for but not touch suspicious objects. Notify the Incident Coordinator of any suspected explosive device. Do not remove it or have any contact with it.
- b. Determine if searched areas are secure and can or should be re-staffed.
- c. At ten (10) minute intervals or more frequently, send a messenger to the Incident Coordinator regarding the status of the search.
- d. Return to the evacuation assembly area for further instructions.

D. SECTION IV. SUSPICIOUS LETTER OR PACKAGE RECOGNITION

- 1. If a suspicious letter or package is received:
  - a. Do not touch it. Do not move it. Do not cover it.
  - b. Immediately inform your supervisor or manager.
- 2. How to recognize a suspicious letter or package. The letter or package may contain one or more of the following:
  - a. No return address.
  - b. Insufficient or excessive postage.
  - c. Handwritten or poorly typed addresses.
  - d. Incorrect titles.
  - e. Titles but no names.
  - f. Misspelled names and common words.
  - g. Restrictive markings such as confidential, personnel, etc.



- h. Foreign mail, air mail, special delivery markings.
- i. Wrapped in brown paper with twine.
- j. Grease or oil stains on wrappings.
- k. Excessive weight for size.
- l. Protruding wires or tin foil.
- m. Rigid envelope.
- n. Lopsided or uneven envelope.
- o. Excessive securing materials, such as masking tape, string, etc.
- p. Visual distractions.

**10.3.3 General Directions:**

Keep in mind the safety of employees and the general public at all times is of utmost importance and priority. For the safety of employees, areas of any facility threatened by a possible bombing or other significant threat will be evacuated. Ensure all employees have vacated the facility ten minutes before and ten minutes after the anticipated time of the incident. Evacuate or shelter site personnel in a safe area, preferably on our property with ground wire telephone access. It is fundamental that you emphasize calmness and work to ensure it is maintained. To expedite the search, search teams should be supplied with the exact information received in the threat regarding the location of the explosive device and predicted time of explosion. If any member of the media arrives (press, television or radio) avoid making any statements and refer them to the General Manager.

**10.3.4 Early Warning Signs of Potential Violence in the Workplace by an Employee**

Experts agree, and our experience confirms, that there are a number of signs often exhibited by employees in a pattern of escalation leading to violence in the workplace. Having one or even several of these signs does not mean that the employee will be violent but should be used to heighten supervisors and management's awareness and concern. The most commonly mentioned warning signals are the following:

1. Any history of violent behavior before or after employment with the current employer.
2. An extreme interest in or an obsession with weapons, such as, paramilitary training, weapons collections, compulsive reading and collecting of gun magazines. Excessive discussions of weapons at work, carrying a concealed weapon or flashing a weapon or target to test the reactions of others.
3. Making either direct or veiled verbal or physical threats of harm.
4. Intimidating others or instilling fear in co-employees or supervisors. Harassing phone calls and stalking are examples.
5. Being a loner with little involvement with co-employees, with the possible exception of a romantic interest in a co-employee.
6. Being paranoid, panicking easily and often perceiving that the whole world is against the employee.

7. Does not take criticism well, holds a grudge, especially against a supervisor, and will often verbalize a hope for something to happen to the person against whom the employee has the grudge? A classic example is to hold a grudge over being denied a promotion.
8. Expressing extreme desperation over recent family, financial, or personal problems.
9. Fascination with other recent incidents of workplace violence and approval of the use of violence under similar circumstances.

#### 10.3.5 Dealing With Bomb Threats In The Workplace

1. Treat all bomb threats seriously. Investigate threats thoroughly. Threats of personal harm or property damage should be reported to management.
2. Compile a list of disgruntled employees.
  - a. Employees who have filed grievances and complaints. Look for employees who are in a non-pay status due to disciplinary actions or disabilities.
  - b. Look at those employees with a prior history of threats.
  - c. Check employees with veteran's status, especially combat in Vietnam or the Persian Gulf. Check discharge papers for early discharge or reason for discharge.
  - d. Look for employees with a weapons history. Formal discipline for policy violations or interests, such as a hobby of visiting shooting ranges.
  - e. Look for employees with chronic medical problems or leaves for psychological reasons or substance abuse.
  - f. Look for residence of terminated employees in proximity to facility threatened as they may have closer/easier access to nearby facility even if they don't work there.
3. Bomb threats are usually retaliatory against an organization or person rather than for personal gratification like arson.
4. If linked to a termination investigate possible target, e.g., if disciplinary then look at supervisors, witnesses, etc. if sexual harassment, look at those who turned in the person and management who supported termination.
5. Establish contact with Sheriffs or Police Department on an executive level. Bomb threats may not be processed at the Station level but handled at the headquarters level by an arson unit.

10.4 **CONFINED SPACE PROGRAM**

This program is to protect all employees from exposure to hazards while working in or near confined spaces. Phelan Pinon Hills Community Services District is concerned about the health and safety of its employees and has taken steps to ensure that all employees recognize and avoid entering a confined space without authorization through the permit process. The program follows the requirements of Title 8 California Code of Regulations, Sections 5156, 5157 and 5158.

10.5 **USE OF SEAT BELTS** - Phelan Pinon Hills Community Services District employees operating a District vehicle are required by California State Law to wear seat belts. If an employee is found to be driving a District vehicle without a seat belt, they will be reprimanded to the fullest extent as follows:

10.5.1 First Offense - Written warning.

10.5.2 Second Offense - A five day suspension WITHOUT PAY!

10.5.3 Subsequent Offenses - Will be handled in accordance with Chapter 7, Section 7.8.2 (B.), Major Discipline.

10.6 **SAFETY MONITORS** - Two Safety Monitors (one for the Administration Office and one for Field Operations) will be designated perform, as a collateral duty, the duties of Safety Monitor.

10.7 **ACCIDENT REPORTING** - All job related injuries and illnesses, regardless of severity, must be reported immediately to the Department Manager/Supervisor to provide prompt and trained evaluation and medical attention, if necessary. An accident is the result of either an unsafe act on the part of the injured employee, an unsafe condition at the work place, or a combination of both. The purpose of an accident investigation is to isolate and identify accident causes in order to permit direct positive action to prevent recurrences. Accident prevention must be based on facts which clearly identify the problem.

10.8 **SMOKING IN THE WORKPLACE** – No smoking will be permitted in offices or other District work spaces, the board room, conference rooms, hallways, lunchroom, restrooms, or District vehicles. Designated smoking areas have been designated to accommodate those choosing to smoke.

10.9 **SAFETY AWARD PROGRAM** – The Board of Directors approved a Safety Award Program to reward safe work experience. The goal is to establish safety awareness and motivate employees to become safety conscious and work as a team in order to prevent injuries. The Board of Directors may amend this program when deemed appropriate by minute action.

10.10 **VEHICLE ASSIGNMENT AND USE** - The District will provide vehicles on an as-needed/required basis for use during business hours and emergencies. Employees operating District vehicles are responsible for their safe operation in accordance with the law. Since most job classifications require daily or periodic operation of District vehicles, employees are required to be in possession of a valid California Driver License for the class of vehicle being operated. The revocation of that license for any reason by the State of California, or a driving record unacceptable to the District for any reason may be sufficient cause for dismissal. Traffic citations, with the exception of faulty equipment, are the employee's responsibility.

## **EMPLOYEE SEPARATION**

### **11.1 EMPLOYEE SEPARATION**

11.1.1 Definitions - When employees leave the District, they will be assigned to the following categories of separation:

- A. Resignation - A voluntary separation, including:
  - 1. Resignation with or without notice.
  - 2. Failure to return from a leave of absence.
  - 3. Failure to return from a reduction in force upon recall, pursuant to any approved layoff or reduction in force resolution adopted by the Board of Directors.
  - 4. An employee who is absent five (5) consecutive days without notifying his/her Department Manager/Supervisor or the General Manager may be deemed to have resigned from District service.
- B. Release - A separation in which the employee is not qualified for the work assigned, and no other work is available. A release is not made for disciplinary purposes and may usually result from no fault of the employee.
- C. Deceased - The death of an employee in active employment or reduction-in-force.
- D. Retirement - A voluntary separation which usually includes qualification for benefits under the District's retirement plan.
- E. Discharge - An involuntary termination or dismissal from District employment, pursuant to Chapter 2, Section 2.9 or Chapter 7, Section 7.10, of this Manual.
- F. Layoff or Reduction in Force - A separation in which the District determines that due to a reorganization, a shift in District priorities, or adverse conditions, such as lack of work, lack of funds, or need to reduce the District's budget, or in the interests of the economy, the Board of Directors determines that a layoff or reduction in force is necessary.

11.1.2 Notice to Employee - Advance notice to employees of their separation from employment shall not be required for any employee who is discharged during his/her introductory period, or for any other employee designated as an at-will employee under Chapter 2, Section 2.9, of this Manual.

11.1.3 Notice to Employer - An employee shall submit his/her resignation in writing to the General Manager at least two (2) weeks in advance of his/her intended resignation date.

### **11.2 LAYOFF OR REDUCTION IN FORCE**

11.2.1 Purpose for Layoffs or Reductions in Force - For reasons of economy, or efficiency, or in the interest or mandate of the public, reductions or curtailments of District services, staff or expenditures may be required. Whenever, in the judgment and discretion of the Board of Directors, it becomes necessary, the District may abolish any position,

department or employment and the employee(s) holding such position, department or employment may be laid off.

**11.2.2 Procedures**

- A. In each instance of a proposed layoff or reduction in force, the Board of Directors shall determine, by resolution, the criteria upon which the order of layoff or reduction in force shall be based. The formula used for the selection of positions to be eliminated shall be based upon neutral, and not prohibited, criteria. Such criteria may include, but are expressly not limited to, some, any or all of the following: seniority, special knowledge, skills, training or experience of employees, costs of providing services, availability of other positions in the District, whether such layoff or reductions in force will be permanent, or whether a recall list will be established.
- B. The General Manger shall determine, based upon the criteria established by the Board of Directors, the order and ranking of layoff or reduction in force. The General Manager shall prepare a list of those positions to be abolished, and a list of those employees within each classification or position scheduled to be abolished, based upon the official personnel records and/or operational needs of the District.
- C. Affected employees shall be notified in writing of any layoff or reduction in force.
- D. Any employee who is laid off or reduced in force shall receive any accrued leaves for employees who resign from employment.
- E. Any employee who is laid off or reduced in force shall receive severance pay as follows:

<u>Employed</u>	<u>Receive</u>
0-5 Years	2 weeks (80 hours)
5 + Years	16 hours per year of employment or portion thereof

**12.2.3 Appeal:**

- A. An employee shall have the right to request an appeal hearing. Such request must be made in writing to the General Manager within five (5) working days after receipt of a layoff notice. The General Manager shall prepare and deliver a decision on the appeal within five (5) working days after receipt of the appeal.
- B. The scope of the appeal shall not include such issues as the need for layoff, the reasons for layoff, the extent of layoff, the classifications selected for layoff, or the exercise of other District prerogatives involved in the layoff. The issue of such appeal shall be limited to whether or not there was substantial compliance with the procedures for layoffs and the established order of layoff.

**12.3 EXIT INTERVIEWS** - Upon separation from District service, employees will be provide with an Exit Interview form. Completion of the form is entirely voluntarily.

- 12.4 **REFERENCES** - All outside requests for employment references on past employees of the District shall be directed to Human Resources. Requests for information will be limited to: Job Title, Salary Range and Length of Service. District employees shall not provide personal or employment references on employees.

## **RETIREMENT**

- 12.1 The Board of Directors elected to participate in the California Public Employees' Retirement System (CalPERS). All full-time employees are enrolled upon hire and part-time employees who have worked over 1,000 hours will be enrolled into CalPERS upon reaching the 1,000 hours of employment. The District's CalPERS benefit of 2.5% at 55 modified formulas shall apply to all qualifying employees. Contributions required of the District and its employees shall be subject to adjustment by the Board on account of amendments to the Public Employees' Retirement Law.

Eligibility for service retirement is subject to the terms and conditions set forth in the CalPERS agreement.

Members who have separated from employment may elect to leave their contributions on deposit or request a refund of contributions and interest. Those who leave their contributions on deposit may apply at a later date for a monthly retirement allowance if the minimum service and age requirements are met. Members who request a refund of their contributions terminate their membership and are not eligible for any future benefits unless they return to CalPERS membership.