

BVCSD

BEAR VALLEY COMMUNITY SERVICES DISTRICT

APPROVED 2020

EMPLOYEE MANUAL & PERSONNEL POLICIES



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BEAR VALLEY COMMUNITY SERVICES DISTRICT

PERSONNEL POLICES

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SECTION 1 GENERAL PROVISIONS

A. Purpose

These Personnel Policies are adopted by the Board of Directors of the Bear Valley Community Services District to establish a uniform system of personnel administration for the District.

B. Applicability

1. These Policies apply to all regular, full-time employees in the District.
2. Unless otherwise provided by law, these Policies will also apply to all temporary, part-time and seasonal employees who meet applicable eligibility requirements for that Policy.

C. Prior Policies Repealed

Upon adoption by the Board of Directors, these Personnel Policies supersede any and all prior personnel policies.

D. Distribution of Personnel Policies

A copy of these Personnel Policies will be distributed to each District employee. Newly hired employees will receive a copy upon hire. Human Resource representatives will maintain a hard copy. In addition, these Policies will be maintained electronically on the District’s server or intranet.

E. No Contract of Employment

These Policies do not create any contract of employment, express or implied, or any rights in the nature of a contract.

F. Conflicting Provisions

In the event of conflict between any provisions of these Policies and any provisions of a memorandum of understanding (“MOU”) between the District and a recognized employee organization, employment contract, District ordinance, or state or federal law, the terms and conditions of that MOU, contract, ordinance, rule or law will prevail. In all other cases, these Policies will apply.

G. Coordination with Department Policies

The General Manager or individual Department Heads may develop and administer supplemental written department policies and procedures as deemed necessary for the efficient, safe and orderly administration of the District or department. Any such policies developed by Department Heads must be submitted for and receive written approval by the General Manager before implementation, and in no event may any such policies or procedures conflict with or supersede these Policies, or other Board of Directors resolutions and ordinances or existing laws,

except for the Police Department's Lexipol manual (or any successor manual) or as otherwise required by law, including, but not limited to rights conferred to safety employees under the Public Safety Officers Procedural Bill of Rights Act (Government Code §§3300-3312).. Copies of departmental policies and procedures must be distributed to each employee in the affected department with a copy maintained with Human Resources. In the event of an apparent conflict between these Policies and any departmental policy, an employee should discuss any concerns directly with the employee's supervisor.

H. **Amendments and Modifications to Policies**

Consistent with Sections 3500 and following of the California Government Code, the District reserves the right to amend, supplement, revise, or rescind any provision of these Policies. Recommendation for such amendments or modifications may be made by the General Manager or Human Resources Representative to the Board of Directors. At the time of Board of Directors consideration, any interested party may appear and be heard. Amendments and revisions will become effective upon adoption by the Board of Directors.

I. **Temporary Suspension of Policies During Declared Emergency**

These Policies may be temporarily suspended in whole or in part, and a substitute policy adopted, for a limited duration by the Board of Directors at any time; provided that in all non-emergency situations, for a least ten working days before adoption of the substitute policy, notice must be provided to all affected employees along with notice of the date the substitute policy will be effective.

A substitute policy will become effective for the stated period upon adoption by the Board of Directors. Unless permanently amended, the original policy will automatically become effective again at the end of the stated period, provided, however, that the duration of the substitute rule may be extended for a reasonable period by the Board of Directors. In the case of an emergency, such as an earthquake, fire, pandemic, or other disaster, these Policies may be temporarily suspended by the General Manager subject to ratification by the Board of Directors.

J. **Delegation of Authority**

Except as otherwise provided, any duties, responsibilities, powers, and authority granted by these Policies to the Human Resources Representative, or Department Heads may be delegated in writing to any subordinate employee at the discretion of the delegating individual and upon approval of the General Manager. The General Manager may delegate the Manager's authority, except where delegation is limited or prohibited.

K. **Severability**

If any article, section, subsection, sentence, clause or phrase of these Policies is found to be illegal by a court of competent jurisdiction, such findings will not affect the validity of the remaining provisions of these Policies.

L. **Definitions**

1. **General Definition:** All words and terms used in these Policies and in any procedures are intended to be defined as they are normally and generally defined in the field of personnel administration, unless a specific definition is provided in these Policies.

2. **Specific Definitions:**

a. **Acting appointment:** A temporary or interim appointment of a current District employee by the General Manager to temporarily perform the full duties of another classification, usually of a higher rank or with a higher maximum base rate of pay.

b. **Additional duties:** Temporary duties assigned to an employee by the General Manager as part of the employee's regular schedule, which differ from the duties typically required of the employee's current position or classification, but do not require the employee to assume the full duties of another position or classification.

c. **Alternative workweek schedule:** Any regularly scheduled workweek requiring an employee to work more than 8 hours in a 24-hour period.

d. **Board of Directors:** The Board of Directors of Bear Valley Community Services District.

e. **Classification:** All positions sufficiently similar in duties, authority, and responsibility that permit grouping under a common job title and description, with equitable application of salary, standards of selection and working conditions.

f. **Compensation:** The salary, wage, allowance, and all other forms of valuable consideration earned by or paid to any employee by reason of service in any Position, but does not include expenses authorized and incurred incidental to employment.

g. **Days:** Calendar days unless stated otherwise in these Policies.

h. **Demotion:** The movement of an employee from one Classification to another classification having a lower maximum base rate of pay.

i. **Disciplinary action:** The verbal or written reprimand, suspension, reduction in pay, demotion, or discharge of a regular employee for punitive reasons.

j. **District:** Bear Valley Community Services District.

k. **Domestic Partner/Registered Domestic Partner:** A person who has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to Section 297 and following of the Family Code.

l. **Exempt employees:** Employees in a classification that, based on both the job requirements and the salary earned, do not entitle the employee to receive compensation at an overtime rate under applicable state or federal wage and hour laws.

m. **Full-time employees:** Employees who hold positions normally requiring 40 or more hours worked per week or 80 or more hours worked per pay period.

n. **Human Resources Representative:** The General Manager or the General Manager's designee.

o. **Lay-off:** The separation of employees from the active work force due to lack of work or funds, or organizational changes, or the abolition of positions or classifications by the Board of Directors for any of those reasons.

p. **Memorandum of Understanding/MOU:** An agreement entered into between the District and a recognized employee organization pursuant to Government Code Sections 3500 and following, and any local rules adopted by the District in accordance with Government Code section 3507.

q. **Non-exempt employees:** Employees in a classification that, based on either the job requirements or the compensation earned, may entitle the employee to receive compensation at an overtime rate under applicable state or federal wage and hour laws.

r. **Ordinance:** The District's Code of Ordinances, as it may be amended.

s. **Part-time employees:** Employees who hold positions normally requiring fewer than 40 hours worked per week or fewer than 80 hours worked per pay period. Part-time employees serve at the will and pleasure of the General Manager and may be dismissed at any time without right of appeal, grievance or hearing. Part-time employees are not eligible for employee benefits offered by the District, except those mandated by applicable law.

t. **Position:** A group of duties and responsibilities requiring the full-time or part-time employment of one person.

u. **Probationary period:** An integral part of the selection process during which an employee is required to demonstrate fitness for the employee's position based on actual performance of the duties of the position.

v. **Probationary release:** The involuntary separation from service of an employee who has not successfully completed the probationary period for a position, or the return to the former position of an employee who did not successfully complete a promotional probationary period.

w. **Promotion:** The movement of a full-time employee or part-time employee from a position in one classification to a position in another classification having a higher maximum base rate of pay.

x. **Reclassification:** The reassignment of one position in a classification to a different classification by the General Manager in accordance with these Policies.

y. **Reduction in Pay:** A temporary or permanent decrease in an employee's base rate of pay for disciplinary or non-disciplinary reasons.

z. **Reemployment List:** A list of names of regular employees who have been laid off from a position.

aa. **Regular Employee:** An employee who has successfully completed the probationary period and has been retained in accordance with these Policies.

bb. **Resignation:** The voluntary separation of a District employee from service.

cc. **Salary Rate/Base Salary Rate:** The dollar amount paid to an employee in accordance with the salary range for the employee's classification, exclusive of any overtime compensation, stipends, premium pay, or other wage augments.

dd. **Seniority:** An employee's status in relation to other employees based first on years of service in a particular classification and then on total years of service at the District.

ee. **Suspension:** The temporary separation from service of an employee without pay for disciplinary purposes.

ff. **Temporary Employee:** A person who is employed by the District for a limited period of time for a specified, limited purpose. Temporary employees serve at the will and pleasure of the General Manager and may be dismissed at any time without right of appeal, grievance or hearing. Temporary employees are not eligible for employee benefits offered by the District, except those mandated by applicable law.

gg. **Transfer:** The movement of an employee from one position to another vacant position in the same classification, or to a vacant position in another classification with the same maximum base rate of pay.

SECTION II NON-DISCRIMINATION

A. Equal Opportunity Employment

1. The District is committed to providing equal employment opportunity based on individual merit in all employment practices, including, but not limited to, placement, promotion, disciplinary action, layoff, transfer, leave of absence, compensation and training to all qualified applicants and employees without regard to race, religion, color, sex, gender, gender identity, gender expression, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, military or veteran status, marital status, pregnancy, childbirth, or a related medical condition, age over 40, medical condition, physical or mental disability or any other classification protected under state, federal, or local law.

2. Any technique or procedure used in recruitment and selection of employees will be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique will be used which, in the opinion of the Human Resources Representative, is not justifiably linked to successful job performance.

3. Individuals who believe that they have experienced any form of employment discrimination by the District are encouraged to report their concerns immediately using the complaint procedure provided in the District's policy prohibiting harassment, discrimination and retaliation.

B. Disabled Applicants and Employees

1. The District is committed to ensuring equal opportunities for disabled applicants and District employees. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. Discrimination on the basis of disability against an applicant or an employee who is a qualified individual with a disability, by a supervisor, management employee, or co-worker, will not be tolerated. This policy applies to the job application process and to all employment practices, including, but not limited to, hiring, testing, placement, training, compensation, benefits, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation and training.

a. Request for Accommodation. An applicant or employee who seeks a reasonable accommodation in order to perform essential job functions should make such a request in writing to Human Resources Representative. The request must identify (a) the job-related functions at issue; and (b) the desired accommodation(s). Reasonable accommodation can include, but is not limited to, job restructuring, reassignment to a vacant position for which the employee is qualified, and making facilities accessible.

2. The District provides employment-related reasonable accommodation to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and the Americans with Disabilities Act ("ADA").

a. Reasonable Documentation of Disability. Following receipt of the request, the Human Resources Representative may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the

disability on the employee's ability to perform essential job functions (or the applicant's ability to perform the essential functions of a desired position), but will not require disclosure of diagnosis or genetic history.

b. Interactive Process. The District will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of the position. During this process, the District will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the District's designated representative(s), and, if necessary, the employee or applicant's health care provider.

c. Case-by-Case Determination. The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of reasonable accommodation(s) to provide. The District will not provide an accommodation that would impose an undue hardship upon the District or that is not required by law. The District will inform the employee or applicant of any decisions made under this section in writing.

d. Leave of Absence. While the District is engaged in the interactive process with an employee, the employee may be placed on a leave of absence in accordance with Rule T of Section X, or other paid or unpaid leave of absence, as the District determines is appropriate under the circumstances.

C. Immigration Law Compliance

The District is committed to employing only United States citizens and non-citizens who are authorized to work in the United States. The District does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986 ("ICRA"), each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and eligibility to work in the U.S. In accordance with the IRCA, the I-9 should be completed within three days of first reporting to work.

D. Medical Examinations

1. Depending on the essential functions of a position, a medical examination may be required for:

- a. Applicants who have received a conditional offer of employment;
- b. Employees seeking a promotion, demotion, or transfer from one position requiring general physical abilities to another position requiring physical abilities of a different nature;
- c. Employees returning to work from a medical leave of absence. The physician conducting the medical examination will be supplied with a current job description identifying the essential functions of the position;
- d. Employees for whom a supervisor reasonably suspects, based on personal observation or reliable reports, a lack of fitness for duty, in accordance with Rule T of Section X.

2. In accordance with Rule T of Section X, the doctor examining the applicant or employee will be limited to finding the employee “fit for duty” or “fit for duty with restrictions” or “unfit for duty”. In the case of finding an employee fit for duty, the doctor may issue work restrictions. In no case will the doctor reveal the underlying diagnosis or cause of the fitness or unfitness for duty without the employee’s written authorization.

3. The results of all medical examinations will be kept confidential and in a separate medical file from the general personnel file.

4. No person may hold any position in which he or she is not able to perform the essential functions of the position, with or without reasonable accommodation.

E. Policy Against Harassment, Discrimination and Retaliation

1. The District’s policy prohibits unlawful harassment and discrimination based upon an applicant or employee’s race, religion, color, sex, gender, gender identity, gender expression, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, military or veteran status, marital status, pregnancy, childbirth, or a related medical condition, age over 40, medical condition, physical or mental disability or any other classification protected under state, federal, or local law.

2. The District also prohibits unlawful harassment and discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. In addition, the District prohibits retaliation because of the applicant or employee’s opposition to a practice they reasonably believe to constitute employment discrimination or harassment or because of the employee’s participation in an employment investigation, proceeding or hearing.

3. Applicants or employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct in accordance with the District’s complaint procedures. Applicants and employees should review the District’s complete Prevention and Correction of Harassment, Discrimination and Retaliation Policy, which is included as Attachment A. Employees are required to read and comply with the District’s policy.

F. Religious Accommodation

The District will make accommodations to the known religious creed of an applicant during the hiring process and of an employee in the course of employment, unless doing so would impose an undue hardship on the District.

G. Employees Who Are Required to Drive

1. Employees who drive a District-owned vehicle or personal vehicle for District use must immediately inform a supervisor if their driver’s license is revoked, suspended or expired, if they receive a driving under the influence citation or if their automobile insurance is expired or canceled.

2. The District participates in a program that regularly verifies the DMV records of all employees who drive as part of their job responsibilities. The District reserves the right to transfer, suspend or terminate an employee if the employee's driver's license is revoked or is uninsurable under the District's policy.

3. As required by law, any employee possessing a commercial driver's license who drives a commercial vehicle as part of their job responsibilities is subject to random drug and alcohol testing per DOT regulations.

H. **Anti-Nepotism Provisions**

1. Definitions

a. Applicant. A person who applies for a position at the District and is not an employee, or an employee who applies for a promotion or change of position at the District.

b. Change of status. A change in the legal status or personnel status of one or more employees.

(i) Changes in legal status include but are not limited to marriage, divorce, separation, or any such change through which an employee becomes a family member of another employee or ceases to be a family member of another employee.

(ii) Changes in personnel status include but are not limited to promotion, demotion, transfer, resignation, retirement or termination of an employee who is a family member of another employee.

c. Direct supervision. One or more of the following roles, undertaken on a regular, acting, overtime, or other basis constitutes direct supervision:

(i) Occupying a position in an employee's direct line of supervision; or

(ii) Functional supervision, such as a lead worker, crew leader, or shift supervisor; or

(iii) Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.

d. Employee. A person who is presently a District employee, or an elected or appointed District official.

e. Family member. A spouse, domestic partner, parent, parent-in-law, step-parent, legal guardian, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, child, step-child, legal ward, daughter-in-law, son-in-law, grandchild, or grandparent.

f. Prohibited conduct. Conduct by family members including, but not limited to, one or more of the following:

(i) Participation directly or indirectly in the recruitment or selection process for a position for which a family member is an applicant.

(ii) Direct supervision of a family member that does not comply with limitations set forth in this Section.

(iii) Conduct by one or more family members that has an adverse effect on supervision, safety, security or morale.

2. Applicants for Employment.

a. Right to Apply. No qualified applicant may be denied the right to submit an application for employment and compete in the examination process. However, consistent with this Section, the District may reasonably regulate, condition, or prohibit the employment of an applicant for a full-time position.

b. Disclosure of Relationship. Each applicant is required to disclose the identity of any family member who is an employee.

c. Review by Human Resources Representative. For each successful applicant who has a family member who is an employee, the Human Resources Representative will assess and issue a written decision as to whether any of the following circumstances exist:

(i) Business reasons of supervision, safety, security or morale warrant the District's refusal to place the applicant under direct supervision by the family member; or

(ii) Business reasons of supervision, security, or morale that involve potential conflicts of interest or other hazards that are greater for family members than for other employees, which warrant the District's refusal to permit employment of family members in the same department, division, or facility.

d. Effect of Decision of the Human Resources Representative.

(i) If the Human Resources Representative determines that either of the above circumstances exists, the Human Resources Representative may either reject the applicant or consider the applicant for employment in a position that does not present either of the above circumstances.

(ii) Following review and determination, if the applicant would otherwise be considered for hire, the applicant may be employed in a position for which the Human Resources Representative has determined that neither circumstance exists pursuant to Rule H.2.c of this Section.

3. Guidelines for Employees.

a. Duty to Report. Employees must report a change of status to the Human Resources Representative within a reasonable time after the effective date of the change of status. Wherever feasible, employees must report a change of status in advance of the effective date.

b. Review and Decision by the Human Resources Representative.

(i) The Human Resources Representative will undertake a case-by-case consideration and individualized assessment of the particular work situation

to determine whether the change of status has the potential for creating an adverse impact on supervision, safety, security, or morale.

(ii) The Human Resources Representative will consult with an affected Department Head to make a good faith effort to regulate, transfer, condition or assign duties in such a way as to minimize potential problems of supervision, safety, security, or morale.

(iii) Notwithstanding the above provisions, the District retains the right to exercise its discretion to determine that the potential for creating an adverse impact on supervision, safety, security, or morale cannot be sufficiently minimized and to take further action as set forth in Rule H.2.c of this Section.

(iv) The Human Resources Representative will issue a written decision within 30 days from receipt of notice of a change of status.

4. Appeal of Decision by Human Resources Representative.

a. Employees and applicants affected by the application of this Rule may appeal the action to the General Manager within five days of receipt of the Human Resources Representative's decision.

b. The General Manager will hear the individual's concerns and issue a written decision within 30 days of the receipt of the individual's appeal. The decision of the General Manager is final, and no other appeal may be had unless an employee is entitled to further administrative appeal under other provisions of these Policies.

5. Monitoring by Department Head.

a. Following a change of status or new hire of a family member, affected Department Heads must reasonably monitor and regulate both family members' conduct and performance for a period of one year from the date of the Human Resources Representative's determination. The Department Head will document these actions. Successive Department Heads may re-visit such a determination at their discretion.

b. If the Department Head determines, subject to any applicable requirements of due process, that an employee has engaged in prohibited conduct, the Department Head will revisit the Human Resources Representative's determination. Depending on the severity of the prohibited conduct, the Department Head may recommend that the Human Resources Representative take one or more of the following additional measures:

(i) Transfer one of the family members to a similar position that would not be in violation of this policy and would not be a promotion. The transfer will be granted provided the family member qualifies and there is an opening to be filled. There can be no guarantee that the new position will be within the same classification or at the same salary level.

(ii) If the situation cannot be resolved by transfer, one of the family members must separate from District employment. If one of the employees does not voluntarily resign, the employee with primary responsibility for the prohibited conduct will be discharged.

c. Department Heads who receive complaints from other employees that one or more family members has engaged in prohibited conduct must respond in accordance with existing complaint and disciplinary procedures, where applicable.

d. Where situations exist prior to the effective date of this Section that may be in conflict with this Section, every effort will be made to reasonably address the situation so as to avoid any future conflict.

6. Employee Complaints. Employees who believe that they have been adversely affected by prohibited conduct by a family member should submit complaints to a Department Head or to the Human Resources Representative.

I. **Non-Fraternization**

1. In General. Consensual romantic or sexual relationships between District employees can lead to misunderstandings, complaints of favoritism, adverse effects on employee morale, and possible claims of sexual harassment during or after termination of the relationship. As a result, such relationships present existing or potential conflicts that adversely affect efficient operation of the District. Relationships that present an actual conflict under this Rule are therefore prohibited.

2. Application. This Rule applies to all District employees, regardless of gender or sexual orientation, who have a romantic or sexual relationship with another District employee. The provisions of Rule H of this Section regarding Nepotism, will govern employees who marry or become domestic partners with another District employee.

3. Definition of Conflict. For purposes of this Rule, a conflict exists if business issues of supervision, safety, security, or morale would be implicated by a romantic or sexual relationship between two employees.

4. Supervisor's Duty to Report. If a romantic or sexual relationship exists between a supervisor and another employee (including another supervisor), the supervisor must promptly disclose the relationship to the Human Resources Representative and request a determination as to whether the relationship presents a conflict. The disclosure must identify the names and positions of both employees.

5. Determination by Human Resources Representative. Within five working days, the Human Resources Representative will issue a written determination as to whether the relationship presents a conflict, and is thereby prohibited. The Human Resources Representative, in consultation with the General Manager, will have exclusive discretion in making the determination.

6. Resolution of Conflicts. Subject to any limitations imposed by these Policies, the Human Resources Representative will attempt in good faith to work with the supervisor and the other employee to consider options to eliminate the conflict, including removing the supervisory authority that created the conflict, reassignment, transfer or voluntary demotion of a supervisory employee, or where the Human Resources Representative determines that modification of a supervisor's assignment is not feasible, reassignment, transfer or voluntary

demotion of a non-supervisory employee. The Human Resources Representative retains discretion to determine that the conflict may be resolved via voluntary resignation or termination only.

7. Prohibited On-Duty Conduct. All District employees are prohibited from engaging in intimate, physical, or other conduct in furtherance of a romantic or sexual relationship with another District employee at work locations during work hours. Moreover, upon termination of a sexual or romantic relationship with another District employee, employees are prohibited from engaging in behavior that adversely affects the working conditions of such District employee or any other District employee. In general, all employees are expected to observe appropriate standards of workplace conduct in their interactions with other District employees.

8. Employee Complaints. Employees who believe that they have been adversely affected by romantic or sexual relationships between District employees should follow the complaint procedures provided under the District's *Prevention and Correction of Harassment, Discrimination and Retaliation Policy* included as Attachment A. The complaint procedures are available to all employees regardless of their past or present participation in a romantic or sexual relationship with another District employee.

SECTION III OUTSIDE EMPLOYMENT, ENTERPRISE, OR ACTIVITY

A. Attention to Duties During the Workday

During the workday, employees are expected to devote their full time in the performance of their assigned duties. Any approved outside work, part-time job, hobbies, or personal business must be performed during off duty hours. Off duty hours include unpaid meal break periods, but do not include other rest or break periods during which the employee continues to receive pay.

B. Prohibited Conduct

1. In General. In accordance with Government Code section 1126, no employee may engage in any outside employment, enterprise, or activity that is inconsistent, incompatible, in conflict with, or adverse to the employee's position or the employee's ability to perform the employee's duties and responsibilities, including performance of overtime work and emergency duties, or any other aspect of District operations. Employees are required to notify their Department Head in writing of all outside employment in which they are engaged or in which they intend to engage, so that the District may assess whether such outside employment conflicts with the employee's District employment.

2. Specific Examples. An employee's outside employment, enterprise, or activity will be prohibited when any of the following are present:

a. It involves the receipt or acceptance by the employee of any money or other consideration from anyone other than the District for the performance of an act which the employee would be required or expected to render in the regular course or hours of District employment or as part of the employee's duties;

b. It involves the use for private gain or advantage of District time, facilities, equipment and/or supplies; or the badge, uniform, prestige, or influence of employment by the District;

c. It involves the performance of an act, in other than the employee's capacity as a District employee, which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the District; or

d. It involves time or scheduling demands as would render performance of the employee's duties less efficient.

3. Department Head Determination. When outside employment is reported to a Department Head, the Department Head will determine whether the employee's outside employment conflicts with the performance of the employee's duties, and will advise the employee of such determination in writing.

4. Appeal of Department Head's Determination.

a. An employee may appeal the Department Head's determination within 14 days from the employee's receipt of the Department Head's determination by filing a written appeal with the Human Resources Representative.

b. The employee must specify the grounds on which he/she challenges the Department Head's determination, and must attach all relevant documentary evidence to the appeal. The Human Resources Representative must schedule a meeting with the employee, the Department Head and the General Manager within 30 days of the receipt of the appeal to discuss the Department Head's determination.

c. The General Manager will issue a written decision to the employee and the Department Head within 14 days from the date of the meeting.

d. The decision of the General Manager will be final.

C. **Political Activity**

1. In General. Consistent with the provisions of Government Code sections 3201-3209, employees may not engage in political activity during working hours, while on District property on which members of the public would not be entitled to engage in political activities, or while in uniform.

2. Solicitation of Political Contributions.

a. No District employee may knowingly, directly or indirectly, solicit a political contribution from a District employee, District officer, or person on an employment list. However, this restriction does not prohibit District employees from requesting political contributions if the solicitation is part of a solicitation made to a significant segment of the public, which may include District employees. This rule also does not prohibit a District employee from soliciting or receiving political funds or contributions to promote the passage of or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of District employees, provided that such solicitation cannot occur during working hours or while on District property.

For purposes of this Rule, "contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes.

SECTION IV PERSONNEL ALLOCATION

A. Personnel Officer

The General Manager is the Personnel Officer of the District. The General Manager will administer the provisions of these Policies as they relate to personnel practices. As Personnel Officer, the General Manager or the Manager's designee is responsible for the following:

1. Preparing personnel allocations, job descriptions and a salary schedule for Board approval.
2. Preparing an organization chart to be included with the annual budget.
3. Providing for the publication or notice of employment openings when necessary and conducting examination of candidates thereof.
4. Annually evaluating the performance of each employee.
5. Making appropriate promotions and imposing disciplinary actions within the established parameters.
6. Notifying the Board of any important or non-routine personnel matters.
7. Recommending changes to assigned position descriptions or salary ranges for Board approval.

B. Reserved

C. Reserved

D. Allocation of Positions

The General Manager will prepare an organization chart and personnel allocation to be included with the annual budget.

E. Job Descriptions

1. The General Manager will prepare job descriptions including title, description of typical duties and responsibilities of each position, and a statement of the desirable training, experience and other qualifications of applicants.

2. The Board of Directors will approve the complete job description; however, immaterial and non-substantive modifications may be warranted and approved administratively by the General Manager.

3. Approved job descriptions are available electronically and are also available upon request to Human Resources.

F. **Reclassifications**

1. The District reserves the right, at any time, with or without notice, to alter or change job responsibilities, re-assign or transfer job positions, or assign additional job responsibilities if the District, in its sole discretion, determines that such changes or modifications are in the District's best interest.

2. When the assigned duties of a position have been materially changed by the District so as to necessitate reclassification, the affected employees(s) will be assigned by the General Manager to a more appropriate class, whether new or already created. Reclassifications may not be used for the purpose of avoiding restrictions concerning demotions and promotions, or to effect a change in salary in the absence of a significant change in assigned duties and responsibilities.

3. If employees believe they are performing work outside the scope of the classification description of their position, they should report the information, in writing, to their immediate supervisor, who will work with the Department Head and Human Resources Representative to further evaluate the position.

G. **Acting Appointments and Additional Duties**

Occasionally an employee may be required to assume the duties of another employee due to vacation, illness or other similar situations.

1. Acting Appointments: Employees temporarily assigned the responsibility to work at a job classification higher than their current classification will receive written notice from the General Manager indicating the increased level of responsibility and the starting date. Employees working at a higher classification for a period in excess of 15 consecutive work days will receive an increase in salary of 5% for all days in excess of 15 work days. The District will comply with applicable CalPERS requirements governing the duration and other criteria for acting appointments.

2. Training for another position while continuing to perform the duties of an existing position is not considered working at higher classification, but training for advancement.

3. Additional Duties: At the direction and discretion of the General Manager, employees may temporarily be assigned additional duties in addition to their regular duties.

H. **Temporary Transfers**

Employees requesting a short-term transfer for temporary medical and/or family medical leave reasons will be considered for a temporary transfer if a position exists at the time the transfer is requested and the employee is qualified to perform the essential functions of the job. In such a case, the employee will be paid in accordance with the responsibilities of the temporary job.

I. **Salary Schedule**

1. The General Manager is responsible for preparing a Salary Schedule for all classifications and positions within the District to be adopted by the Board of Directors.

2. The General Manager will have sole discretion as to an employee's step placement on the scale upon hire, promotion or evaluation.

SECTION V PROBATIONARY PERIODS

A. Objective

The probationary period is a testing period, which is part of the selection process and will be used for close observation of the employee's work to determine whether the employee can successfully perform the assigned duties of the employee's position, adhere to District policies and adjust effectively to the position.

B. Duration and Applicability

1. The probationary period for all new appointments, including lateral, transfer, and reassignment appointments, will be for a period of six months, with the exception of the positions of Police Officer, Senior Officer, and Police Sergeant, which will be for a period of one year.

2. This probationary period may be extended by an additional period of up to six months by recommendation of the Department Head and approval of the General Manager, with written notice of extension provided to the probationer prior to expiration of the initial probationary period.

3. A probation period may be extended for time spent on approved leave, including leave due to injury or illness or approved Military Leave. The approved extension will normally equal the length of time away from work. Accordingly, each full-day absence incurred by an employee during the probation period may extend the probationary period by an additional day.

C. Evaluations for Probationary Employees

During the probationary period, a probationary employee (including employees serving a probationary period due to promotion, transfer, demotion, reemployment, or reinstatement) must be evaluated before completing six months of service, and before completing any extension of the probationary period under Rule B of this Section. This requirement in no way prevents the release of a probationary employee before the end of a probationary evaluation period, whether or not an evaluation has been completed for that period.

D. Probationary Release

If the Department Head and the General Manager determine that regular employment is not in the best interest of the District during the probationary period for a new hire, an employee may be released at any time prior to its expiration without the right of hearing or appeal. The District is not required to explain the reasons underlying the release from probationary employment.

E. Promotional Probationary Period

1. When a regular employee is promoted, a 6-month promotional probationary period begins on the first day that the promotion is in effect. During the probationary period of a promoted employee, the Department Head may recommend that the employee be returned to the

former position, range and salary if the employee's performance or conduct does not meet the standards set for the position to which the employee was promoted.

2. Such recommendation will be subject to approval by the General Manager. An employee on promotional probation will have no rights to continued employment in the promotional position and may be returned to the employee's former position without cause, without notice and without right of appeal or hearing. An employee on promotional probation who engages in misconduct will additionally be subject to disciplinary action, up to and including termination, from all District employment.

3. If the former position is not vacant or not available, the employee on promotional probation will be separated from employment without the right of appeal, and the employee may request to be placed on the reemployment list for the former position for a 12-month period. Placement on a reemployment list does not guarantee that the employee will be re-hired to the former position if that position becomes available.

SECTION VI DRUG-FREE WORKPLACE

A. In General

The District, in accordance with its policy and belief in a drug-free workplace, prohibits the unlawful manufacture, distribution, possession, sale or use of illegal drugs, narcotics, and alcoholic beverages on its premises and prohibits any employee from being under the influence of any controlled substance, legal or illegal, while conducting or performing District business, regardless of location.

B. District's Right to Test for Drug and Alcohol Use

1. All District employees, as a condition of employment at the District, consent to the District requiring examinations and tests for drugs and alcohol to the extent allowed by law, at the District's discretion and expense and at a District-designated testing location. Refusal to submit to such examinations and tests may result in disciplinary action, up to and including termination.

2. Post-Accident Testing for Drug and Alcohol Use.

a. All accidents resulting in fatality, injury requiring hospitalization or off-site medical treatment, or property damage estimated at or above \$10,000 will require all employees who could have contributed to the incident to take an immediate drug and alcohol test.

b. Any accident when there is evidence of, or the supervisor has reasonable cause to suspect, alcohol, or legal or illegal drug use, will require all employees involved with the incident to take an immediate drug and alcohol test.

c. This drug test will be at no cost to the employee. This test will be conducted at a District-designated testing location.

d. The employee will be required to sign a consent form for the testing and release of the test results to the District.

e. Any employee refusing or failing to cooperate will be subject to immediate discharge.

f. Any employee testing positive for alcohol or controlled substances as a result of this policy will be subject to disciplinary action, up to and including termination.

g. In addition, the District goes on record that it will cooperate fully with all legal law enforcement authorities.

C. Duty to Disclose Use of Legal Drugs

1. Employees taking prescription drugs that may impair job performance are required to notify their supervisor of such use but need not disclose the name of the prescription drug or underlying diagnosis. Prescription drugs brought onto the premises must be in their original containers.

2. Any employee under the influence of prescription drugs not disclosed under this Rule while conducting or performing District business is subject to disciplinary action, up to and including termination.

D. Duty to Acknowledge and Comply with District's Policy

As a condition of employment, employees agree to abide by the terms of the above statements, and furthermore agree to notify the District of any criminal drug statute conviction, in accordance with the District's policy. Employees are required to read and comply with the District's detailed Drug-Free Workplace Policy included as Attachment B. Employees are required to read and comply with the District's policy.

SECTION VII WORKPLACE SAFETY

A. **Commitment to Workplace Safety**

1. The District is committed to providing a safe workplace for all employees. Every employee should understand the importance of safety in the workplace. By remaining safety conscious, employees can protect their own interests as well as those of their co-workers. The District expects all employees to take steps to promote workplace safety.

2. Employees must maintain their work areas, including vehicles used during the workday, in a clean, healthy and orderly condition to prevent unsafe conditions and potential accidents. Equipment must be properly stored when not in use, and all floor areas must be kept clean and free of fluids and other substances to prevent falls. It is each employee's responsibility to make sure the work area or vehicle is clean and orderly at the completion of the employee's scheduled work shift.

B. **Injury and Illness Prevention Program**

In keeping with its commitment to workplace safety, the District has adopted an *Injury and Illness Prevention Program* included as Attachment C as part of its safety program. Compliance with this program is a condition of employment, and all employees will be evaluated on their compliance with the program. Copies of the *Injury and Illness Prevention Program* will be provided to each employee, and a copy will also be maintained in the District Office.

C. **Reporting Unsafe Conditions**

If an employee identifies a potentially unsafe condition or risk, the employee must immediately report the matter to their supervisor.

D. **Industrial Injury and Illness**

If an employee is injured or becomes ill on the job as a result of performing job-related duties, the following steps will be taken.

1. Employee Responsibilities.

a. Notify a supervisor or Human Resources immediately after an injury or symptoms of illness occur and complete the "Employee Injury & Illness Report" within 24 hours and submit it to supervisor.

b. Consult a physician within 24 hours after an industrial injury or illness, as necessary. Delay or refusal to seek medical treatment can result in physical as well as compensatory complications. Whenever possible, treatment should be received from a District authorized treatment facility.

c. If the injury requires minor first aid care, there are first aid kits located in various areas throughout the workplace. All rules of reporting apply, even though injury is minor and requires only first aid treatment.

d. The District has an authorized immediate and emergency care center that the employee should be examined at with the appropriate District personnel authorization.

e. In the event of a life-threatening injury, employees will be taken to the nearest appropriate medical facility. The employee or referring agent of the District must inform the hospital staff that they are seeking treatment for an industrial injury.

f. Inform the Department Head or supervisor of any noted unsafe working conditions or faulty equipment/machinery in the work environment as set forth in Rule C of this Section.

g. In the event of a temporary or permanent industrial disability, the employee is entitled to Workers' Compensation Insurance coverage and/or personal long-term disability benefits in accordance with these Policies and state and federal laws.

2. Employer Responsibilities.

a. Department Heads or immediate supervisors should be aware of any injury/illness that occurs while an employee is performing the employee's job duties.

b. Department Heads or supervisors will assist the injured/ill employee to seek first aid or medical attention if appropriate. No matter how minor the injury/illness, the supervisor is responsible for completing the "Supervisor's Injury & Illness Report" within 24 hours and submitting it to the Human Resources Representative. This form can be obtained from Human Resources.

c. The District will be responsible for following the required procedures to authorize the injured/ill employee to receive treatment.

d. The District must give to the injured/ill employee the "Employee's Claim for Workers' Compensation Benefits" form within 24 hours of the injury. It is up to the employee to return the completed form to Human Resources if necessary.

3. Off-Duty Social and Recreational Activities. The District may sponsor social or recreational activities for its citizens and employees, both on District property and off-site. Employee attendance at such social activities is completely voluntary and is not work-related. Neither the District nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social or athletic activity that is not part of the employee's work-related duties.

E. Immunizations

Hepatitis and/or Tetanus vaccination series or boosters will be provided to Public Works and Public Safety employees at District expense.

F. Workplace Violence Prevention

1. Objective. The District is strongly committed to ensuring the safety of all District employees. Consistent with this policy, acts or threats of violence, including intimidation, abusive conduct, and/or coercion which involve or affect District employees will not be tolerated and will

be subject to appropriate disciplinary action up to and including termination. The following are the objectives of the District:

- a. To prevent acts or threats of violence and promote a safe environment that is free from violence, harassment, intimidation and other disruptive behavior.
- b. To foster a positive work environment by promoting courteous, professional, and timely communication among managers, supervisors and staff and maintaining impartial and consistent discipline procedures.
- c. To ensure all workplace threats and violent behavior are addressed promptly.
- d. To take reasonable steps to ensure the level of physical and facility security in District workplaces is sufficient to protect the health and safety of District employees.
- e. To ensure that all disciplinary action taken for behavior prohibited under this Rule is reviewed, evaluated, and administered consistently and equitably throughout the District and done so in a timely manner.

2. Threats or Acts of Violence Defined. A credible threat of violence is a knowing and willful statement or course of conduct that would place a reasonable person in fear for their safety, or the safety of their immediate family, and that serves no legitimate purpose. General examples of prohibited workplace violence include, but are not limited to the following:

- a. Threatening to harm or harming an individual and/or that person's family, friends, associates, and/or their property.
- b. Fighting or challenging another individual to a fight.
- c. Intimidation through direct or veiled verbal threats, or through physical threats, such as obscene gestures, grabbing, and pushing.
- d. Making harassing or threatening telephone calls; sending harassing or threatening letters, emails, or other correspondence or forms of communication.
- e. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the District.
- f. Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, which presents a credible threat to the individual and causes the individual to fear for the individual's safety, or the safety of the individual's immediate family, as defined in Civil Code section 1708.7.
- g. Making a suggestion or otherwise intimating that an act to injure persons or property is appropriate behavior.
- h. Possession of firearms (loaded or unloaded), weapons, or any other dangerous devices on District property. This includes look-alike weapons, such as toy guns. Weapons and dangerous devices may include, but are not limited to the following, when their possession or use is not expressly authorized by a District supervisor or Department Head: blackjacks, slingshots, metal knuckles, explosive substances, dirks, daggers, gas- or spring-operated guns, knives, folding knives having a blade that locks into place, razor blades, and clubs.
- i. Use of a personal or District-issued tool or other equipment in a threatening manner toward another.

3. Reporting Workplace Violence. Any employee who is the victim of a threat or act of violence, or any employee who witnesses such conduct, should immediately report the incident to the employee's supervisor or other appropriate person in the chain of command. Should the employee perceive being in immediate danger of a violent act, or has just been victimized by a violent act, or is a witness of a violent act, the employee should, as soon as possible:

- a. Place themselves in a safe location.
- b. If appropriate, call 911 and request immediate response of a police officer and be prepared to inform the police dispatcher of the circumstances and the exact location of where an officer is needed.
- c. Inform a supervisor, Department Head, or the Human Resources Representative of the circumstances.
- d. Complete a written report as soon as possible and submit the original copy to the Human Resources Representative.
- e. Cooperate fully in any administrative or criminal investigation.

4. Reporting Suspected Future Workplace Violence. Employees who have reason to believe they or any other District employee may be the subject of a violent act in the workplace or as a result of their District employment, should immediately notify their supervisor, Department Head, or the Human Resources Representative.

5. Violations. The District prohibition against threats and acts of violence applies to all persons involved in District operations, including but not limited to District personnel, contract and temporary workers, vendors, and anyone else on District property. Violations of this Rule by any individual may be followed by legal action as appropriate, which may include, seeking a temporary restraining order and/or injunction on behalf of District employees if the situation warrants such action. In addition to appropriate legal action, violations of this Rule by employees, including making a false report under this Rule, may lead to appropriate disciplinary action, up to and including termination.

G. Workplace Bullying Prevention

1. Objective. The District is committed to creating and maintaining a workplace environment which fosters mutual respect, integrity and professional conduct. Consistent with this policy, bullying or other abusive conduct in the workplace is unacceptable and every reasonable effort will be made to prevent and eliminate conduct which falls within the scope of this Policy. Threatening, intimidating or humiliating behaviors involving or affecting District employees will not be tolerated and will be subject to appropriate disciplinary action up to and including termination.

2. Workplace Bullying Defined. Bullying is defined as repeated mistreatment of one or more people by one or more perpetrators. It is abusive conduct that typically encompasses one or more of the following categories:

- a. **Work interference or sabotage.** Conduct intended to prevent an employee from getting work done.

b. **Verbal bullying.** Slandering, ridiculing or maligning a person or his or her family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; spreading rumors; abusive and offensive remarks.

c. **Physical bullying.** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.

d. **Gesture bullying.** Nonverbal gestures that can convey threatening messages.

e. **Exclusion.** Socially or physically excluding or disregarding a person in work-related activities.

f. **Cyber-bullying.** The use of cell phones, instant messaging, email, chat rooms, or social networking sites to harass, threaten or intimidate a co-worker.

3. The following examples may constitute or contribute to evidence of bullying in the workplace when done without legitimate business purpose:

a. Persistent singling out of one person for criticism, complaints, or as the butt of jokes.

b. Shouting or raising one's voice at an individual in public or in private.

c. Using obscene or intimidating gestures or language.

d. Not allowing the person to speak or express themselves (i.e., ignoring or interrupting).

e. Personal insults and use of offensive nicknames.

f. Public reprimands.

g. Public humiliation in any form.

h. Deliberately interfering with mail and other communications.

i. Spreading rumors and gossip regarding individuals.

j. Encouraging others to disregard a supervisor's instructions.

k. Manipulating the ability of persons to do their work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).

l. Assigning menial tasks not in keeping with normal responsibilities of the job.

m. Knowingly taking credit for another person's ideas.

n. Deliberately excluding an individual or isolating that person from job-related activities, such as meetings.

o. Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

4. Bullying or harassment does not include:

a. The normal exercise of supervisory responsibilities, including assignment of work, performance reviews, direction, counseling and disciplinary action where necessary, provided they are conducted in a respectful, professional manner, in accordance with the District's policies and procedures.

b. Disagreements, misunderstandings, miscommunication and/or conflict situations provided the behavior of the individuals involved remains professional and respectful.

5. Employee Responsibilities. Every employee of the District is expected to support the implementation of this Policy by:

a. Conducting themselves in a manner which demonstrates professional conduct, mutual respect for others, and which honors diversity in the workplace.

b. Not engaging in the bullying or abuse of others.

c. Cooperating fully in any administrative investigation.

d. Reporting bullying or other abusive behaviors which they experience or observe in the workplace which may be in violation of this Policy.

e. Respecting the rights of all District personnel to personal dignity, privacy and confidentiality.

6. Reporting Workplace Bullying. Any employee who reasonably believes that they have been subjected to workplace bullying, or any employee who witnesses such conduct, should immediately inform a supervisor, Department Head, or the Human Resources Representative of the circumstances.

7. Violations. The District prohibition against workplace bullying applies to conduct by employees towards all persons involved in District operations, including but not limited to District personnel, contract and temporary workers, vendors, elected and appointed officials, and anyone else on District property. Violations of this Rule by an employee will be subject to appropriate disciplinary action up to and including termination.

SECTION VIII WORKPLACE RULES

A. Personal Appearance

1. In General.

a. The District is a professional organization, and customers, suppliers, and the general public (collectively “customers”) frequently form their initial impressions of professional credibility based solely on employee appearance. Therefore, all employees must present a professional appearance by wearing attire appropriate to their job classifications and must promote a positive image to customers.

b. This Rule is intended to provide standards on dress and appearance and is not meant to address all situations. There may be differences in some Departments’ standards depending on the nature of the work environment, nature of work performed, involvement with the public, required uniforms, or other circumstances identified by the General Manager or Department Head. The standards in this Rule apply when the employee has officially reported to work. Department Heads are responsible for enforcement of this Policy and related Department Policies among their employees.

2. Guidelines for Attire and Footwear.

a. Business Casual. Administration employees are required to dress each day in business casual dress. Business casual wear is a style of dress which projects a professional, business-like image while still permitting employees to wear more casual and relaxed clothing. Business casual does not include athletic wear, leisure wear, or beach wear. Clothing and footwear should be clean and in good repair. It may not be faded, torn, frayed, or revealing.

b. Professional Business Attire. Employees should always consider each day’s activities when determining what to wear. If an employee is representing the District at a meeting (including Board of Director meetings), professional business attire should be worn, i.e., dress slacks; collared shirt and tie as appropriate; and classic, conservative styles.

c. Uniforms. District shirts are provided for Public Works and Entry Gate employees and must be worn at all times while on duty. Police Officers are provided with an annual uniform allowance and an approved uniform in good repair must be worn while on duty.

d. Safety Boots. Employees in the Public Works department are provided with an annual boot allowance. Safety boots must conform to ANSI Z41-1999 requirements. Safety boots must be worn at all times while on duty.

3. Limited Exceptions.

a. Department Heads may exercise their discretion regarding appropriate attire in light of weather conditions or requirements of special projects or assignments.

b. The District may designate special casual days during which the dress code may be relaxed. Criteria for such casual days will be announced in advance.

4. Tattoos and Jewelry.

- a. All tattoos must be covered or inconspicuous.
 - (i) Exceptions may be made for employees who have small tattoos not easily covered by standard clothing. Such a determination will rest in the discretion of the General Manager.
 - (ii) The District reserves the right to ask employees to cover up any body art that detracts from the employee's professional appearance. Such a determination will rest in the discretion of the General Manager.
 - (iii) Visible tattoos that detract from a professional appearance are prohibited, as are tattoos that pose safety issues.
- b. No visible body art (such as surgically implanted ball bearings, spikes, and the like) is permitted in the workplace.
- c. Visible facial piercing jewelry, including, but not limited to that displayed via nose piercing, tongue piercing, eyebrow piercing, lip piercing, or any other facial piercing, is not permitted.
- d. Employees may display one or more earrings in each earlobe as long as the type or number of earrings does not detract from a professional appearance, as are earrings that pose safety issues.
- e. All other jewelry must be appropriate, not detract from a professional appearance, and not constitute a potential safety hazard for the employee or others due to its characteristics or the manner in which it is worn. Such a determination will rest in the discretion of the Department Head.

5. Grooming.

- a. All employees are expected to practice daily hygiene and maintain a clean, presentable appearance.
- b. When used, perfumes, colognes, after shaves, and scented lotions may be applied if done so in moderation.
- c. Beards, sideburns, and moustaches must be neatly groomed. Hair should be clean, combed, and neatly trimmed or arranged. Unkempt hair is not permitted. Hair must be properly restrained as required for its length and the nature of the assignment. Hair coloring must be within the range of natural hair colors.
- d. Make-up must be professional.

6. Violations.

- a. Should an employee wear inappropriate attire or footwear to work, the employee will be asked to leave the workplace and promptly return after changing into appropriate attire and footwear. Non-exempt employees may deduct the missed time from their available paid leave, or in the absence of paid leave, will be required to take the missing time as leave without

pay. Failure by any employee to return to work promptly may be grounds for discipline, pursuant to Section XV.

b. Repeated violations of this Rule may be grounds for discipline, pursuant to Section XV.

7. Accommodation of Protected Characteristics. The Human Resources Representative may grant exceptions to this Rule as required by law to accommodate an employee's protected characteristic(s).

B. Use of District Property and Equipment

1. The District will provide all necessary equipment and supplies to allow employees to perform their duties. Employees are discouraged from utilizing their own equipment. The District's insurance does not cover the loss of or damage to employees' personal equipment, or accept any liability arising from its use.

2. Each District employee to whom District-issued property is given is responsible for proper use of that District-issued property and is responsible for any loss or damage. Equipment belonging to the District similarly must be secured properly when not in use. District equipment is not to be removed from District property without proper authorization from a supervisor.

3. Employees who lose or misplaces their District-issued property must notify their supervisor immediately. Employees are prohibited from duplicating or loaning District keys or other District-issued property to anyone for any reason. All District-issued property must be returned to the supervisor prior to separation from employment.

4. Use of District vehicles is governed by the District's Vehicle Use Policy, included as Attachment D. Employees are required to read and comply with the District's policy.

C. Customer Relations

1. Employees are expected to be respectful, polite, courteous, prompt and attentive to every customer and resident of the District.

2. If a situation arises which an employee does not feel comfortable or capable of handling, including situations in which the customer or resident is being belligerent, rude or unreasonable, a supervisor or the General Manager should be called immediately.

3. Employees should display a positive attitude when interacting with customers and residents. No employee should be disrespectful to customers, residents, or visitors, or use profanity or any other language which injures the image or reputation of the District.

D. Electronic Communication Systems

1. The District maintains an electronic mail system, a computer system (including Internet and Intranet systems), and a voice mail system (collectively, "Communication Systems.") These Communication Systems are provided as technological tools for employees' use in conducting District business. Employees' personal use of these Information Systems must in no

way distract from that business and must necessarily be limited and be subject to the approval of a supervisor.

2. Terms and conditions for use of the District's electronic communication systems are set forth in District's Electronic Communication Systems Policy, included as Attachment E. Employees are required to read and comply with the District's policy.

E. **Workspace**

Employees are responsible for maintaining their own work areas, including vehicles, in a presentable, professional, neat, and organized manner. At the close of each business day, employees must ensure that all equipment is put away and all floor areas are clean and clear of fluids or obstructions. All stationery and miscellaneous supplies should be removed from tables, benches and furniture tops. Sensitive paperwork should not be left out overnight. Employees must not litter or discard items on the premises.

F. **No Smoking**

Definitions. Smoking refers to the use of traditional tobacco products. Electronic smoking device refers to any electronic product that can be used to simulate smoking in the delivery of nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, electronic cigar, electronic cigarillo or electronic pipe, and any cartridge or other component of the device or related product.

Smoking and the use of electronic smoking devices are prohibited while on duty and in all District buildings, facilities, vehicles and confined spaces, and within 20 feet of all entrances, exits, and operable windows of such facilities. Employees are permitted to smoke in any area designated as a smoking area during regularly scheduled rest and meal breaks only.

G. **Telephone Calls and Visits**

1. The District has a limited number of telephone lines, and it is essential that those lines be available for District business calls. When receiving a business call, employees are expected to answer promptly and courteously. Personal telephone calls should be minimized. Abuse of this provision may subject the employee to discipline. The District reserves the right to request reimbursement from employees for unauthorized personal calls.

2. Visits by friends or relatives during working hours can be disruptive and should be discouraged.

H. **Cell Phone Use at Work**

Cellphones should be turned off or set to silent or vibrate mode during meetings, conferences and in any circumstance where incoming calls may be disruptive.

1. Personal cellphones.

a. While at work, employees are expected to exercise discretion in using personal cellphones. Excessive use of personal phones during the workday can interfere with employee productivity and be distracting to others. Employees are encouraged to limit use of personal phones during non-work time when possible and to ensure that friends and family members are aware of District policy.

b. The District will not be liable for the loss of personal cellphones brought into the workplace.

2. District-provided cellphones.

a. When job duties or business needs demand, the District may issue a business cellphone to an employee for work-related communications. Personal use of District-owned cellphones should be kept to a minimum.

b. Employees in possession of District-owned cellphones are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time on request, the employee may be asked to produce the phone for return or inspection.

3. Safety issues for cellphone use.

a. All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of cellphones at all times.

b. Employees whose job responsibilities include regular or occasional driving and who are issued a cellphone for business use are expected to refrain from using their phone while driving; use of a cellphone while driving is not allowed by the District. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are required to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Exceptions will be made for public safety personnel in emergency situations.

c. Reading or sending text messages or other communications while driving is strictly prohibited.

d. Employees who are charged with traffic violations resulting from cellphone use while driving will be solely responsible for all liabilities that result from such actions.

4. Video or audio recording devices. The use of camera or other video or audio recording-capable devices on District premises is prohibited without the express prior permission of the Department Head and of the person(s) subject to recording. Video or audio recording in restrooms and/or locker rooms is strictly prohibited.

5. Consequences for Violators. Employees violating this policy will be subject to discipline, up to and including termination of employment.

I. **Employee Searches and Inspections**

1. In order to protect the safety and property of all employees, the District reserves the right, to the extent permitted by law, to inspect employees' desks, cabinets, workspaces, briefcases, lockers, purses, toolboxes, and personal vehicles, as well as any other personal belongings brought into the workplace, based upon reasonable suspicion of unlawful conduct.

2. Prohibited materials, including but not limited to, weapons, explosives, alcohol and non-prescribed drugs or medications, may not be brought onto District property.

3. As set forth in the District's *Electronic Communication Systems Policy*, included as Attachment E, the District may access and review all files and records on computers (including similar electronic equipment used to create, edit, or store data), cell phones, and other electronic devices provided by the District at any time, with or without notice. Employees have no reasonable expectation of privacy in District-owned property.

4. Employees must cooperate in any appropriate search.

SECTION IX COMPENSATION AND PAYROLL PRACTICES

A. Work Schedules and Workweek

Regular full-time employees will be scheduled to work regular shifts having regular starting and quitting times. Regular full-time employees may be required to work overtime, rotational and on-call shifts and may be required to respond to call-outs on nights, weekends and holidays.

Part-time employees are required to maintain a flexible work schedule that may vary from week to week and include overtime, on-call status, call-backs, nights, weekends, holidays and rotational shifts; part-time employees are not guaranteed a minimum number of working hours per week.

Employees are required to be at their work areas and ready to work at their scheduled starting time.

The District may make temporary assignments to different or additional locations, shifts, or duties for the purpose of meeting an emergency or for special work assignments.

The workweek begins on Monday at 12:01 am and ends the following Sunday at midnight.

The workday begins at 12:01 am and ends at midnight.

1. Timecards.

a. Time records represent legal documents that are used to accurately record working time to compensate employees properly. As such, employees must accurately record all working time on the day it occurs and designate hours toward any leaves taken.

b. Employees must sign each timecard as a statement attesting that the time and hours recorded accurately and fully reflect all the time worked within the pay period.

c. Employees must record any use of paid leaves in the following increments:

- (i) Vacation Leave and Personal Leave hours must be taken and reported in one-hour increments.
- (ii) Compensatory Time Off (“CT”) and Administrative Leave must be taken and reported in one-hour increments.
- (iii) Sick Leave must be taken and reported in 30-minute increments.
- (iv) Exceptions to the above minimum increments must be authorized in advance by a supervisor

2. Supervisors’ Duty to Monitor. Supervisors are responsible for monitoring employee time including the following:

- a. Start time for each work day
- b. Start time for each meal period
- c. End time for each meal period

- d. End time for each workday
- e. Whether a meal period is taken (if no meal period is taken it must be recognized)
- f. All actual time taken as paid leave
- g. Any additional time during which work is performed, including work performed outside the regular shift

3. Submission of Time Cards for Supervisor's Review. Employees responsible for completing time cards must ensure that the time cards are submitted to their supervisors on the day designated by the District. Supervisors will review and address potential issues in time cards as established in these Policies. Supervisors must sign each time card, attesting to the completion of such review and that the time recorded reflects all work performed by the employee of which the supervisor was reasonably aware.

4. Changes or Corrections to Time Cards. Any changes or corrections to an employee's time card or time record must be initialed by the employee and the employee's supervisor. Under no circumstances may any employee or supervisor record time on another employee's time card.

B. Hours Worked and Overtime

1. In General.

a. Time taken as paid leave, including but not limited to, holidays, vacations, sick leave, and other similar periods when no work is performed will constitute "hours worked" for purposes of overtime calculation, unless otherwise specified in these Policies.

b. Non-exempt employees will be compensated for travel time, attendance at training or meetings, and other similar time where required under applicable state and federal wage and hour laws.

c. Compensability of time spent on standby status will be determined pursuant to applicable District policies or applicable state or federal wage and hour laws.

2. Meal Periods.

a. Non-exempt employees are entitled to unpaid meal periods during which they will be entirely relieved of responsibilities and restrictions. Such time will not constitute hours worked.

(i) Non-exempt employees in the Administration and Public Works Departments are entitled to a 30-minute unpaid meal period to be taken approximately in the middle of the workday.

(ii) Non-exempt employees in the Public Safety Department are paid for their time at work and are not provided with a meal period. Employees may take short breaks as needed and coverage should be arranged in cooperation with other employees.

b. Supervisors will schedule meal periods to ensure appropriate coverage, subject to the above constraints.

c. All employees are expected to take reasonable measures wherever feasible to avoid the need for work to be performed during meal periods. Where required, time spent on work during meal periods must be kept to a minimum, and must be authorized in advance by a supervisor. Non-exempt employees who work during their meal periods will be paid for time worked. Working through meal periods without advance approval is grounds for employee discipline, up to and including termination.

3. Rest Periods.

a. Non-exempt employees in Administration and Public Works Departments are entitled to two, 10-minute, paid rest periods during each workday. Such time constitutes hours worked.

b. Non-exempt employees in the Police Department are paid for their time at work and are not provided with a designated rest period. Employees may take short breaks as needed and coverage should be arranged in cooperation with other employees.

c. Supervisors will schedule rest periods to ensure appropriate coverage.

4. Lactation Accommodation.

In accordance with applicable state and federal law, an employee who needs to express breast milk for the employee's infant child will be permitted to take a reasonable amount of break time for that purpose, as a lactation accommodation. The break time must, if possible, run concurrently with any break time already provided to the employee. For non-exempt employees, break time that takes place outside of authorized paid rest time is unpaid. To the extent that break time would seriously disrupt the District's operations, the District may limit the employee's use of such time.

An employee seeking lactation accommodation must contact Human Resources by email, or via other written communication. The District will respond via email or other written document within a reasonable period of time to acknowledge the request. Before implementing a lactation accommodation, the District will request input from the employee and the employee's supervisor(s) regarding the anticipated timing of lactation break(s) and proposed location(s) for taking lactation breaks.

Following such a request, the District will provide written details to the employee regarding the terms of the lactation accommodation, which will include:

a. Identification of a lactation space, other than a bathroom, that is in close proximity to the employee's work area, is safe, clean, free of hazardous materials, and that is shield from view and free from intrusion while the employee is lactating.

(i) The District will also ensure that the lactation space contains a place to sit and a surface to place a breast pump and personal items and contains access to electricity or alternative devices (such as extension cords or charging stations) needed to operate an electric or battery-powered breast pump.

- (ii) If the designated space is a room that may also be used for purposes other than lactation, the District will ensure that the use of the room for lactation will take priority over other uses.

b. Identification of a sink with running water and a refrigerator (or other cooling device suitable for storing expressed milk) that are in close proximity to the employee's work area and that will be accessible for the employee's use.

5. Work Performed Outside Regular Shift or Schedule.

a. Non-exempt employees are not permitted to work outside of their regularly scheduled shifts except as authorized or directed by their supervisor with the prior approval of the Department Head or General Manager, or in the event of an emergency.

b. Working outside the regularly scheduled shift without advance approval is grounds for employee discipline, up to and including termination.

c. This requirement applies to, but is not limited to, the following work by non-exempt employees:

- (i) Work performed before the start of the shift
- (ii) Work performed during meal periods
- (iii) Work performed after the end of the shift
- (iv) Other work performed "off the clock" including work performed at home

d. All employees must take reasonable measures wherever feasible to avoid the need for work to be performed outside of their regularly scheduled shifts. Where required, time spent on such work must be kept to a minimum.

e. The District may periodically require employees to work outside their regularly scheduled shifts in order to meet agency needs. Supervisors must adhere to the following guidelines in assigning work outside an employee's regularly scheduled shift:

- (i) An employee who may be required to perform outside the regularly scheduled shift should receive advance notice of the apparent need for such work as soon as practicable before the work is expected to begin.
- (ii) When practicable, such opportunities will be made available on an equal basis to all full-time employees capable of performing the work.
- (iii) All employees who are scheduled to work outside of their regularly scheduled shift are required to work the assigned hours, unless otherwise excused by their supervisor.
- (iv) Any employee who is called back due to an unforeseen circumstance or emergency after leaving the building or work location at the end of his or her regular shift and before the beginning of the next regularly scheduled shift will be paid for the time worked or a minimum of two hours, whichever is greater. Time worked will be calculated at the employee's regular rate of pay. Overtime compensation is applicable when total hours worked exceed the regular full-time work cycle.

- (v) If such an assignment makes it difficult for an employee to commence or finish the employee's regularly scheduled shift, subject to approval by the employee's supervisor, accrued time off, other than sick leave, may be used to compensate for the hours not worked of the regular shift.

6. Compensation for Overtime Hours Worked.

a. A non-exempt employee will be paid for overtime in accordance with applicable state and federal law.

One and one-half times (1.5) the regular rate of pay for:

- (i) All hours worked beyond 8 in a single workday.
- (ii) All hours worked beyond 40 hours per week.
- (iii) The first 8 hours on the 7th consecutive day worked in a single work

week.

Two times (2.0) the regular rate of pay for:

- (i) All hours worked beyond 12 in a single workday.
- (ii) All hours worked beyond 8 on the 7th consecutive day worked in a single

workweek.

Alternate Work Week Schedule.

One and one-half times (1.5) the regular rate of pay for:

- (i) All hours worked beyond the regularly scheduled hours established by the alternative workweek schedule, up to 12 hours per day.
- (ii) All hours worked beyond 40 hours per week.

Two times (2.0) the regular rate of pay for:

- (i) All hours worked beyond 12 in a single workday.
- (ii) All hours worked beyond 8 on days other than those regularly scheduled.

Exception: Hours counted toward daily overtime on an alternative workweek schedule do not count toward the weekly 40-hour limit.

b. Although employees are required to record actual time worked, in computing compensation due for overtime hours, the District will round total recorded overtime hours worked up to the nearest 15-minute increment.

c. Compensatory Time Off.

- (i) Full-time, non-exempt employees may choose to be compensated for overtime work through compensatory time (CT) at the applicable overtime rate instead of receiving cash payment. The decision to receive overtime pay or CT credit must be made at the end of the workweek in which the overtime is worked, at the employee's option, provided that the employee has not accrued the maximum CT allowed under this Rule and subject to approval by the Department Head or General Manager.

- (ii) CT may be accrued up to a maximum of 120 hours for regular and probationary non-exempt employees. If an employee reaches this maximum, they will be paid for all overtime worked until the CT balance has been reduced below 120 hours.
- (iii) Employees who request to use accrued CT will be permitted to use the CT within a reasonable period after making the request if the use of CT does not unduly disrupt the operations of the District as determined by the Department Head.
- (iv) Employees may not convert unused CT to pay except at termination of employment or upon change in eligibility for CT accrual. The District, in its sole discretion, may annually purchase any CT which exceeds 40 hours. The District will notify the employee of its intent to buy back compensatory time at least 90 days prior to the payoff date of June 30 of each year.
- (v) Procedure to Request Use of Compensatory Time. Employees requesting to use CT must complete and present a written and dated "Leave/Overtime Request Form" to their supervisor at least one week in advance of the requested leave. (Exceptions to the above notice requirements must be authorized in advance by a supervisor.) CT is granted at the sole discretion of the General Manager or Department Head. The District reserves the right to refuse an employee's application for CT if, in the District's sole judgment, scheduling the leave at the time requested will have an adverse effect on the operation of the District's business. Use of CT in emergency situations is subject to approval by the General Manager.
- (vi) The District, in its sole discretion, may direct an employee to use up to 60 hours CT within any 12-month period. Every effort will be made to accommodate an employee's chosen schedule, but the District reserves the right to refuse an employee's request if such schedule would adversely affect the operation of District business.
- (vii) If an employee has any accrued and unused CT at the time of separation from District employment, then pursuant to Section XVIII, the employee will be paid for such unused CT at the employee's regular rate of compensation at separation in accordance with applicable state or federal wage and hour laws.

C. **Payment of Wages**

1. Paychecks are distributed every other Friday following a two-week pay period. If the paycheck distribution day falls on a holiday, or if another situation arises that warrants an earlier paycheck release date, paychecks will be distributed one workday sooner than the usual date for distribution.

2. The District makes all legally required deductions from employee payroll checks and may make voluntary deductions toward benefit contributions upon the enrollment and approval of the employee.

3. Employees are responsible for their own tax planning. The District does not cash employee payroll checks. The District strongly encourages employees to use the available option for “Direct Deposit” of payroll checks.

D. **Step Increases**

Employees receiving a standard or better annual performance evaluation will receive a step increase consisting of at least one step within the employee’s position range, up to the last step in that range. A step increase is not considered a promotion. Step increases are not automatically awarded after probationary reviews.

E. **Certification Bonus**

At the discretion of the General Manager, any employee who obtains a certification or license directly relevant to the employee’s current job responsibilities or planned career progression may receive to a one-time certification bonus in the amount of \$300.00. Renewals or re-licensure after a lapse are not eligible for the bonus.

F. **Weekend Shift Differential**

Employees scheduled to work weekends in the Water, Wastewater or Solid Waste Divisions will receive an additional \$12.50 shift differential per weekend day worked.

G. **Longevity Pay**

Employees receiving a standard or better annual performance evaluation will be eligible for longevity pay as follows:

- 5% of base pay after completing 10 years of service with the District
- 10% of base pay after completing 15 years of service with the District
- 15% of base pay after completing 20 years of service with the District
- 20% of base pay after completing 25 years of service with the District

H. **Expense Reimbursement**

1. Terms and conditions for expense reimbursement for professional development, training and education are set forth in District’s *Employee Development, Training and Reimbursement Policy*, included as Attachment F. Employees are required to read and comply with the District’s policy.

2. Other out-of-pocket expenditures incurred by employees on behalf of the District should occur rarely and must be approved in advance by the Department Head.

a. Reimbursement will generally coincide with the District payroll cycle.

b. The employee must submit a completed Expense Report and Claim for Reimbursement form, along with itemized receipts, to their Department Head at least 5 working days prior to the payroll issuance date.

SECTION X ATTENDANCE AND LEAVES

A. Attendance

Employees must be in attendance on time at their work station or location in accordance with these Policies or Department policies regarding hours of work, holidays, and leaves. Employees must make every effort to schedule personal appointments outside their working hours. Employee adherence to policies governing attendance, procedures governing use of leaves of absence, and tardiness will be reviewed and evaluated during the employee's annual performance evaluation. All departments will keep daily attendance records of employees, which will be reported to Human Resources in the form and on the dates specified. Employees will be required to complete appropriate attendance records. The appropriate forms will be signed by the employee and immediate supervisor and then forwarded to the payroll department immediately but no later than the day following the end of the pay period.

B. Unauthorized Absence/Job Abandonment

1. When an employee has been absent without authorization from work for more than three consecutive workdays, and in the opinion of the Department Head the employee has abandoned the employee's position, the Department Head must notify the General Manager.

2. The Human Resources Representative will notify the employee that the District has determined the employee has abandoned the employee's position. If the employee can demonstrate to the satisfaction of the General Manager that it was impractical or impossible to obtain approval for the absence, approval may be given retroactively. This determination is made at the sole discretion of the General Manager.

3. Job abandonment may include, but is not limited to:

a. Where an employee fails to return to employment upon conclusion of any authorized leave of absence without requesting and submitting medical certification in support of additional time off work;

b. Where an employee fails to properly notify by telephone or in writing the employee's supervisor of absence due to sickness or injury, except as provided in Rule P or Q of this Section, regarding pregnancy disability or family care or medical leave;

c. Where an employee fails to appear for work without notification or express agreement between the supervisor and the employee as to the use of any leave time set forth under these Policies or other applicable District personnel policies;

d. Where an employee fails to keep the employee's immediate supervisor reasonably apprised of disability status for which the employee is off work and fails to respond to inquiries from the District regarding disability status or intent to return to work, whether or not subject to medical restrictions.

4. Abandonment of position constitutes an automatic resignation from District employment.

C. **Scheduling Paid Leaves of Absence**

All scheduled leave must be coordinated on a District-wide basis in order to ensure appropriate staffing and coverage in all departments. Unless otherwise provided in these Policies, all leave must be approved by the supervisor, Department Head, and in some cases, the General Manager.

D. **Vacation**

1. Eligibility. The District provides vacation benefits to all eligible full-time employees. Employees are eligible to take accrued vacation only after completing one year of employment.

2. Accrual.

a. Newly-appointed employees. Vacation time is earned and accrues on a bi-weekly pro-rated basis. Newly appointed employees earn and accrue vacation during their first year of employment but are not eligible to utilize it until completion for their first full year of employment.

b. Accrual based on years of service. Vacation time is accrued based on length of service according to the following formula:

<u>Service Year</u>	<u>Monthly Accrual Rate</u>	<u>Days Equivalent</u>
1 - 5	6.67 hours	10
6 - 15	10 hours	15
16 - 20	13.34 hours	20
21 +	16.67 hours	25

c. Cap. Employees may accrue or “carry over” earned but unused vacation time up to a maximum of 240 hours. Once an employee accrues the maximum entitlement of earned but unused vacation time, the employee will cease to earn or accrue additional vacation time until the employee takes vacation and has dropped below the maximum accrual level.

3. No cash-out during employment/No borrowing. Except as otherwise permitted under the limited provisions in Rule D.4 below, the District will not cash out unused vacation time from current employees. In addition, employees do not accrue vacation time while absent from work on any unpaid leave of absence. Employees may only use vacation time earned and may not "borrow" toward future vacation accrual.

4. Vacation leave is provided by the District to employees as a period of exemption from work with pay for the purpose of rest, relaxation, recreation and to tend to personal matters. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee.

“Cash outs” from vacation leave balances are not permitted except in situations of hardship or other extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee.

a. Cash outs may only be requested from existing vacation leave balances and will be paid at the employee's current hourly rate.

b. Requests for cash outs for exempt and non-exempt employees must be approved in advance by the General Manager. Requests by the General Manager must be approved in advance by the Board of Directors.

c. There must be a minimum of 40 hours remaining in an employee's vacation leave balance after the cash out is paid.

5. Procedure to Request Use of Vacation. Employees requesting vacation must complete and present a written and dated "Leave/Overtime Request Form" to their supervisor at least one week in advance of the requested leave. Vacation leave is granted at the sole discretion of the supervisor, Department Head, and in some cases, the General Manager. The District reserves the right to refuse an employee's application for vacation if, in the District's sole judgment, scheduling the vacation at the time requested will have an adverse effect on the operation of the District's business. Use of vacation time in emergency situations is subject to approval by the General Manager.

6. Vacation leave must be taken in one-hour increments. Exceptions to this minimum increment must be authorized in advance by a supervisor.

7. Payment upon Separation. Employees who separate from District service under Section XVIII will be paid for the full balance of their accrued but unused vacation leave.

E. **Sick Leave**

Terms and conditions of use of Sick Leave are set forth in the District's Sick Leave Policy, included as Attachment G.

F. **Personal Leave**

1. Full-time employees will be credited with 24 Personal Leave hours on July 1 of each year. Newly appointed employees will be credited on a pro-rated basis of two hours per month for each full month remaining in the fiscal year at the time of hire.

2. Procedure to Request Use of Personal Leave. Employees requesting Personal Leave must complete and present a written and dated "Leave/Overtime Request Form" to their supervisor at least one week in advance of the requested leave. Personal Leave is granted at the sole discretion of the General Manager or Department Head. The District reserves the right to refuse an employee's application for Personal Leave if, in the District's sole judgment, scheduling the Personal Leave at the time requested will have an adverse effect on the operation of the District's business. Use of Personal Leave time in emergency situations is subject to approval by the General Manager.

3. Personal Leave must be taken in one-hour increments. Exceptions to this minimum increment must be authorized in advance by a supervisor.

4. Paid Personal Leave does not count as “hours worked” for purposes of calculating an employee’s entitlement to overtime during the week

5. Safety Day: Full-time employees will be granted an additional eight hours of Personal Leave upon achievement of a full year of employment without any safety violations or discipline. Part-time employees will be granted four hours of Personal Leave upon achievement of a full year of employment without any safety violations or discipline. The District Safety Coordinator or Human Resources Representative will be the final authority concerning employees entitled to (or not entitled to) this benefit in a given year.

6. No cash-out during employment/No borrowing. The District will not cash out unused Personal Leave from current employees. Unused Personal Leave hours credited after the adoption of these policies may accrue or “carry over” up to a maximum of 32 hours.

7. Payment upon Separation. Employees who separate from District service under Rule XVIII will be paid for the full balance of their accrued but unused Personal Leave.

G. Administrative Leave

1. Exempt Employees. Exempt full-time employees will be entitled to paid Administrative Leave of eight hours each month, which will be capped at 56 hours. At the discretion of the General Manager, accrued and unused administrative leave may be redeemed at the employee’s current hourly rate.

2. “Relief of Duty”. During an investigation of alleged misconduct, or pending potential disciplinary action, or other approved personnel-related circumstances, the Department Head in consultation with the District Manager has the right to place affected employees on leave with full pay until the personnel matter has been resolved to the District’s satisfaction. An employee assigned to administrative leave will be required to be reasonably available by phone during the employee’s regular working hours. In addition, employees on an administrative leave are prohibited from entering District facilities or property or communicating with District employees, except to the extent that non-employees may access District facilities, property, or employees. The General Manager may place other reasonable restrictions on an employee during the period of administrative leave, depending on the circumstances.

H. Bereavement Leave

1. Full-time employees may receive up to 36 hours of paid bereavement leave in the event of a death or funeral of a member of the employee's Immediate Family, upon approval of the General Manager. For purposes of this provision, “Immediate Family” has the same meaning as in Rule H.1.e of Section II. Reasonable proof of death and/or relationship to employee may be required.

2. Bereavement Leave is granted on July 1 of each year and is capped at 36 hours. Any credited Bereavement Leave hours not used by June 30 will not be carried over to the next fiscal year.

3. The availability of unpaid bereavement time off beyond that described immediately above must be discussed with the employee's supervisor and subject to approval by the General Manager.

4. No cash-out during employment/ No payment upon separation. The District will not cash out unused Bereavement Leave from current or separated employees.

I. Leave of Absence Without Pay

1. When an employee has exhausted all paid leaves, the employee may request a leave of absence in accordance with this Rule. The employee must submit a written request to the General Manager for a leave of absence without pay, along with any supporting documentation addressing the expected length of the requested absence.

2. The General Manager, at the Manager's discretion, may grant a regular or probationary employee a leave of absence without pay for a period not to exceed three months. After the initial period granted, the leave of absence may be extended if authorized by the General Manager, based on a case-by-case determination. The employee will be notified in writing of the General Manager's approval or rejection of each request for unpaid leave of absence or extension of a previously-approved unpaid leave of absence.

3. Vacation, Personal and Sick leave will not accrue during any unpaid leave, including Workers' Compensation, short-term disability leave, or long-term disability leave, unless otherwise required by applicable state or federal law.

4. Upon expiration of an approved unpaid leave of absence, the employee will be entitled to be returned to the position held at the time leave was granted, if that position continues to exist. Otherwise, the employee will be subject to the provisions of Section XVII regarding employees whose positions have been eliminated.

J. Military Leave

Employees who require time off from work to fulfill military duties will be treated in accordance with the applicable requirements of state and federal law. An employee requesting leave for this purpose must notify the General Manager, whenever possible, and provide a copy of the military orders specifying the dates, site and purpose of the activity or mission.

K. Jury Duty

1. Employees summoned to and serving on jury duty must submit evidence of the Summons and discuss any possible jury duty commitment with their supervisor to attempt to plan the District's work with as little disruption as possible.

2. All full-time employees who are summoned for jury duty are entitled to be absent from District duties during the period of this service. The District will pay each full-time employee up to a maximum 10 working days for participation in jury duty. Any non-District pay received by the employee for jury duty during the 10-day period must be submitted to the District.

3. Non-exempt employees who are released from jury service or who are not asked to serve on a jury panel at least four hours before the end of their regularly scheduled shifts, are required to report to work.

4. Probationary employees are encouraged to request to postpone jury duty service until after they have completed probation.

L. **Voting Leave**

Employees will be granted time off with pay to vote in any general, direct primary or presidential primary election in accordance with Elections Code section 14000. Employees must give their supervisor at least two working days' notice of their need to take such time off.

M. **School Leave**

1. Any District employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands *in loco parentis* of one or more children enrolled in kindergarten or grades 1 through 12, or attending a licensed child care facility, will be allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, without pay, to participate in activities of the school or licensed child care provider for the employee's child. This leave may also be used for the purpose of finding a school or child care, or enrolling or reenrolling a child with a school or licensed care provider.

2. In addition, this leave may be used to address a child care provider or school emergency, including a request that a child be picked up due to the child's behavioral/discipline problems or other reason under the school or child care provider's policy; the closure or unexpected availability of the school or child care provider, excluding planned holidays; or a natural disaster. Leave used for these emergency purposes is not limited to eight hours per month, but is subject to the 40-hour limit for the school year.

3. The employee must provide reasonable advance notice of the planned absence where practicable. The employee may be required to use Vacation, Personal Leave and/or Compensatory Time to cover the absence.

4. The District may require the employee to provide documentation from the school or child care provider as verification that the employee participated in school activities on a specific date and at a particular time.

N. **Student Suspension Leave**

Any District employee who is a parent, guardian or grandparent having custody of one or more children in kindergarten or grades 1 through 12 will be allowed to leave work to attend a school meeting after the child has been suspended. The employee must provide reasonable advance notice of the need for the absence, and may be required to use Vacation, Personal Leave and/or Compensatory Time to cover the absence. The District may also require the employee to provide documentation from the school as verification of his/ her attendance at a school meeting regarding the child's suspension.

O. **Pregnancy Disability Leave, Reasonable Accommodation, or Transfer**

1. Employees who are actually disabled due to pregnancy, childbirth, or related medical conditions are entitled to up to four months (equivalent to 17 1/3 of that employee's workweeks) of Pregnancy Disability Leave in accordance with the California Pregnancy Disability Leave Law and the District's *Family Care and Medical Leave, Pregnancy Disability Leave and Military Family Leave Policy*, included as Attachment H.

2. In addition, an employee affected by conditions related to pregnancy, childbirth, or related medical conditions is entitled to temporarily transfer to a less strenuous or hazardous position or duties, or request other form of reasonable accommodation upon the certification of the employee's health care provider that the transfer or other request is medically advisable, and the District's determination that the request can be reasonably accommodated. Further details are contained in the District's *Family Care and Medical Leave, Pregnancy Disability Leave and Military Family Leave Policy*, included as Attachment H.

P. **Family Medical and Care Leave**

The federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) provide that a leave of absence may be granted to eligible employees for the following reasons:

1. Baby bonding: leave taken because of the birth of a child of the employee and in order to care for that child, or because of the placement of a child with the employee for adoption or foster care of the child by the employee and in order to care for that child, is referred to as "baby bonding leave."

2. Medical leave: leave taken to care for a spouse, registered domestic partner, child, or parent with a serious health condition, or leave taken because of an employee's own serious health condition, which makes the employee unable to perform the functions of the employee's position, other than pregnancy-related disability, which is subject to the terms of Rule O above.

To qualify for this leave, the employee must have completed one year of employment with the District and have worked at least 1250 hours during the twelve-month period immediately preceding the leave. The maximum duration of a leave under FMLA or CFRA is twelve weeks in a twelve-month period. Further details are contained in the District's *Family Care and Medical Leave, Pregnancy Disability Leave and Military Family Leave Policy*, included as Attachment H.

Q. **Work-related Injury/Illness Leave**

District employees who are injured or have an illness as a result of a work-related incident are entitled to Workers' Compensation benefits, in addition to family medical leave benefits, as appropriate. For continued payment, employees who become injured or ill as a result of a work-related incident must use accrued sick leave. Thereafter, upon the exhaustion of sick leave balances, the employee may choose to use any additional leave balances. Any compensation

for use of paid leaves will be coordinated with any disability payments paid under Worker's Compensation benefits.

R. Long-Term Disability Payments

1. In General. Employees who are unable to work because of an illness or injury which is not related to the job may be eligible to receive State Disability Insurance (SDI). This benefit is paid for by the employee by means of a payroll deduction. Eligibility information may be obtained by contacting the State Employment Development Department (EDD).

In case of a lengthy illness, employees may apply for and collect State Disability Insurance and use accrued sick and vacation leave time to make up the difference between the weekly SDI payment and the regular paycheck.

2. Long Term Disability benefits are offered under a contract between the District and the LTD carrier, which is subject to change at any time.

3. Maximum Amount. LTD benefits equal 60% of an employee's base salary, up to a maximum of \$6,500 per month for non-exempt employees and \$10,000 per month for exempt employees.

4. Elimination Period. Employees who are unable to work due to a continuous disability are eligible to receive LTD payments on the 91st day following the first date of injury or illness, as identified in the medical certification (this 90-day period is referred to as the "Elimination Period").

5. Use of Paid Leaves.

a. At any time during the Elimination Period, an employee may submit an irrevocable request to Human Resources to use available, accrued paid leave to maintain the employee's full salary for one or more days for the remainder of the Elimination Period.

b. An employee who remains eligible for LTD benefits may request to coordinate any remaining available, accrued paid leave with LTD benefits for days 91 and onward.

c. At no time will an employee's use or coordination of paid leave result in compensation greater than 100% of the employee's current base rate of pay.

d. Paid leaves must be used in the following order (where available): sick leave, personal leave, administrative leave, compensatory time off, and vacation leave.

e. An employee will not receive pay for any holiday during the Elimination Period on which the employee is not using paid leave. Employees who are using paid leave during the Elimination Period will receive the paid holiday and will not be required to use accrued leave time to cover that day.

6. COBRA Eligibility. Employees who are in an unpaid status while receiving LTD benefits will be given the opportunity to continue their medical/dental/vision benefits through COBRA.

S. **Fitness for Duty Leave**

1. In General. Employees are expected to report to work fit for duty, which means able to perform their job duties in a safe, appropriate, and effective manner, with or without reasonable accommodation. Employees who do not feel fit to perform their duties must notify their supervisor immediately.

2. Reasons for Fitness for Duty Leave. A paid Fitness for Duty Leave may be ordered by the District in any of the following situations:

a. An employee is involved in the interactive process with the District under Rule B of Section II.

b. A supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to factors such as an employee's own statements regarding impairment or difficulty performing job duties or other indication of potential unfitness; objective evidence of impaired dexterity, coordination, alertness, speech, vision acuity, or concentration in performance of job duties; disproportionate response to criticism; or inappropriate or uncharacteristic interactions with the public, co-workers, or supervisors.

c. Fitness for duty examinations based on a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol will be conducted in accordance with the District's Drug-Free Workplace Policy included as Attachment B.

3. Procedures for Ordering a Fitness for Duty Examination. When a supervisor becomes aware of or observes employee behavior that gives rise to a reasonable suspicion that the employee may not be fit for duty, the supervisor must notify the Human Resources Representative who will determine whether to schedule the employee for a fitness for duty examination. If the circumstances warrant it, the Human Resources Representative, after conferring with the employee's Department Head, may place the employee on paid ~~Fitness for Duty~~ Administrative Leave pending the results of the employee's fitness for duty examination. The examination will be paid for by the District.

4. Procedure Following Receipt of Examination Results.

a. Fit for Duty. If the doctor finds the employee is fit for duty, the employee will return to work immediately and perform all duties of the employee's position.

b. Fit for Duty with Restrictions. If the doctor finds the employee is fit for duty with restrictions, the doctor must specifically enumerate what functional restrictions are necessary in relation to the employee's job duties and for how long those restrictions are necessary.

c. Unfit for Duty. If the employee is found to be unfit for duty, the employee will not be permitted to return to work in that position.

Interactive Process: For employees found unfit for duty or fit with restrictions, the District will evaluate the restrictions, if any, and engage in the interactive process as set forth in Rule B of Section II to determine whether a reasonable accommodation is available.

SECTION XI HOLIDAYS

A. Holidays Observed

The following holidays are established as District holidays:

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- December 24th
- Christmas Day
- December 31st

1. Eligible exempt employees will receive their regular salary for a holiday. Non-exempt, full-time employees will receive eight hours of holiday pay at the normal hourly rate.

2. If the holiday falls on a non-exempt, full-time employee's regularly scheduled day off, he or she will receive eight hours of holiday pay at the normal hourly rate or will be given another day off with pay within the same pay period as the holiday falls.

B. Guidelines for Determining Date of Observation

- 1. If a holiday falls on a Sunday, the following Monday is observed.
- 2. If a holiday falls on a Saturday, the preceding Friday is observed.
- 3. Police and Entry Gate employees will observe holidays on the actual holiday, rather than the designated day.

C. Change to Schedule or Observance of Holidays

The District reserves the right to change the schedule or observance of paid holidays. In the event of such a change, employees will be given as much advance notice as is practicable.

D. Compensation for Work on an Observed Holiday

1. If a non-exempt, full-time employee is scheduled to work on a designated holiday by the employee's Department Head, the employee will receive eight hours of holiday pay at the normal hourly rate in addition to pay at one and one-half times the normal hourly rate for all hours worked. Non-exempt, full-time employees who are called out to work on a District holiday will be compensated in accordance with the District *Public Works Standby & Emergency Call Out*

Policy included as Attachment I or the *Police Department Emergency Standby Pay Policy* included as Attachment J.

2. Overtime worked on a holiday is paid at one and one-half times the normal hourly rate

3. Part-time employees scheduled to work on observed holidays will be paid at the normal hourly rate.

SECTION XII PERFORMANCE EVALUATIONS

A. Purpose

Performance evaluations are used to evaluate employees' work performance during the evaluation period, to set goals for the coming year, to communicate expectations, and to determine eligibility for merit salary increases. Job performance is measured against various factors, including, but not limited to, quality and quantity of work, attendance and dependability, attitude, interpersonal skills and safety.

B. Probationary Employees

Terms and conditions for evaluation of probationary employees are set forth in Rule C of Section V.

C. Timeframe for Evaluations

1. Performance evaluations are conducted annually on an employee's Anniversary Date. Supervisors, however, may evaluate a subordinate's performance as often as the supervisor deems appropriate, for legitimate business reasons, and in consultation with the Department Head and Human Resources Representative.

2. Performance evaluations are conducted by the supervisor familiar with and most directly involved with the employee's performance during the rating period and to whom the employee reports. Supervisors are responsible for the timely evaluation of employees in their divisions.

D. Evaluation Process

1. Performance evaluations must be documented in writing on forms prescribed by the District. The supervisor(s) will review the evaluation in a private meeting with the employee. The employee should sign the performance evaluation to acknowledge that the employee is aware of its contents and has discussed the evaluation with the employee's supervisor; an employee's refusal to sign will be noted by the supervisor on the evaluation along with the date of the meeting. The employee's signature does not necessarily indicate agreement with its contents, and an employee's refusal to sign will not prevent the District from taking further actions based on the evaluation.

2. The employee will receive a copy of the evaluation after the meeting with the supervisor(s) and a copy of the evaluation will be placed in the employee's personnel file.

3. An employee does not have the right to appeal any matter relating to a performance evaluation. However, the employee may request an appointment to discuss any areas of disagreement with the Department Head or other appropriate management staff within 30 calendar days after the employee receives the evaluation.

4. The employee has the right to comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written

statement must be submitted within 30 calendar days after the employee receives the evaluation. The employee's right to submit a written statement does not preclude a supervisor from taking immediate steps to address performance issues, including but not limited to implementing a performance improvement plan.

5. The Department Head is responsible for stressing uniformity in the application of standards by those under his or her supervision.

E. **Confidentiality**

Performance evaluation reports are confidential and will not be discussed with or by any person except the employee being evaluated, the employee's immediate supervisor, the Department Head, Human Resources Representative, the General Manager, and District legal counsel and investigators.

SECTION XIII RECORDS AND REPORTS

A. Personnel Files

1. Maintenance. The District maintains a personnel file on each employee. An employee's personnel file will contain only material that the District determines is necessary and relevant to the administration of the District's personnel program. Personnel files are the property of the District, and access to the information they contain is restricted, subject to, and in accordance with, this Policy.

2. Disclosure of Information. Upon request, the District will release information about its employees only to the extent required by law. To the extent permitted by applicable law, the District will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy or jeopardize employee safety.

3. Inspection of a Current or Former Employee's Personnel File.

a. Current or former employees wishing to inspect their personnel file must submit a written request to the Human Resources Representative. Reasonable proof of identity will be required for former employees. Current or former employees who seek to authorize another person to inspect copies of their personnel file must provide a satisfactory written authorization for inclusion with the written request along with proof of identity.

b. The District will issue a written notice setting a date for inspection of the personnel file within 30 calendar days of receipt of the request, to take place during normal business hours. With the requesting person's written consent, the date for inspection may be extended on one occasion by up to five calendar days. If the requesting person is a former employee who was terminated for violation of District rule, policy, or law involving harassment or workplace violence, the District will have discretion to mail a copy of the personnel file at the District's expense to a confirmed mailing address instead of scheduling an in-person inspection.

c. Current employees may inspect their personnel file at the place the employee reports to work, or may instead consent to inspect the personnel file at the District Administration Office without loss of compensation. Inspection by former employees and authorized representatives will take place at the District Administration Office, unless otherwise mutually agreed in writing by the District, and may require additional reasonable proof of identity.

d. A designated Human Resources employee must be present throughout the inspection. No personnel files nor contents of personnel files may be removed from the place of inspection without advance written authorization from the Human Resources Representative.

4. Obtaining Copies of a Current or Former Employee's Personnel File.

a. Current or former employees wishing to obtain copies of documents or other materials in their personnel file must submit a written request to the Human Resources Representative along with reasonable proof of identity. Current or former employees who seeks to authorize another person to obtain copies of their personnel file must provide a satisfactory written authorization for inclusion with the written request. Reasonable proof of identity may be required at the time of in-person pick up of requested documents.

b. The District will issue a written notice setting a date on which the requested copies may be picked up in person during normal business hours and identifying the cost of reproduction that must be paid to the District at the time of pick up. The date for in-person pick up of the documents will be no more than 30 calendar days after receipt of the request by the Human Resources Representative. With the requesting person's written consent, that date may be extended on one occasion by up to five calendar days. If the requesting person is a former employee who was terminated for violation of District policy or law involving harassment or workplace violence, the District will have discretion to mail a copy of the personnel file at the expense of the District instead of scheduling an in-person pick up.

c. If the requesting person chooses delivery by mail instead of in-person pick up, the notice provided by the District under Rule A.4.b. will also identify the additional actual postage expenses for which the requesting person must reimburse the District prior to receipt of the copies.

5. Contact Information. Employees are responsible for keeping their file up to date by notifying the Human Resources Representative of any changes to relevant personal information, including, but not limited to change of address, contact information, emergency contact information, and number and names of dependents for health benefit maintenance.

6. Medical Information. All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with applicable state or federal law. The District will not request or obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the District to obtain certain medical information, the employee or applicant may be requested to sign an authorization that complies with the requirements of the Confidentiality of Medical Information Act.

B. References

All requests from outside the District for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Representative. Unless a signed release is provided by the current or former employee, only the following limited information will be provided: dates of employment and title upon departure. Supervisors are not authorized to provide information in response to requests for reference checks or verification of employment without prior approval of the Human Resources Representative.

SECTION XIV DISASTER AND EMERGENCY SERVICES WORKERS

A. All Employees Designated as Disaster Workers

The protection of the health and safety, and the preservation of lives and property from the effects of natural, man-made, or war-caused emergencies which result in conditions of disaster or extreme peril to life, property, and resources, is paramount to the District. When a disaster strikes, the community looks to District employees for leadership and assistance in mitigating its effects. The assistance of District employees is vital to ensuring that this community recovers from a disaster as quickly as possible. It is important that all District employees be available to assist in responding to disasters, regardless of the position they hold. As such, in accordance with the provisions of Government Code sections 3100 and following, all District employees are declared to be disaster service workers.

B. Declaration of Disaster or Emergency

Upon the declaration of a disaster or an emergency, employees are required to follow direction given in accordance with the District's Emergency Operations Plan.

C. Employee Responsibilities

1. Off-Duty Procedures.

a. Employees with Pre-designated Roles. After ensuring that their families are safe and any short-term arrangements have been made for their families' security, employees who have pre-designated emergency or disaster roles must respond according to those established procedures.

b. Employees without Pre-designated Roles.

(i) Communication Systems Not Functioning. When the telephones or other communication devices are not functioning, employees who do not have pre-designated emergency or disaster roles should gather information from radio and television broadcasts, and comply with any instructions given for District employees. Unless an employee cannot physically report to work, all District employees are expected to report to work at their normally scheduled time after ensuring the safety and security of their own families.

(ii) Communication Systems Are Functioning. If the telephones or other communication devices are working, employees must make every effort to contact their immediate supervisor for instructions as soon as possible. Unless otherwise instructed or if it is physically impossible for the employee to report to work, all District employees are expected to report to work at their normally scheduled time after ensuring the safety and security of their own families.

2. On-Duty Procedures. If the disaster occurs during normal working hours, employees should immediately follow the policy and procedures established by the District's

Emergency Operations Plan, and any additional orders given for performing disaster work by the employee's supervisor or designee.

a. Remain on Duty. All employees are expected to remain on duty at their normal work location or at a disaster location, unless dismissed by the proper authority designated in the District's Emergency Operations Plan. Every attempt possible will be made by the District to assist each employee in communicating with the employee's family.

b. Ongoing Disasters. For disasters extending beyond the normal work day, employees are required to follow the direction and order of the proper authority as designated in the District's Emergency Operations Plan.

3. Disaster Duties. Employees must perform those duties designated in the District's Emergency Operations Plan, and any additional duties assigned by the proper authority as stated in the District's Emergency Operations Plan. Employees may be required to perform duties outside their normal job description during a disaster.

D. Employees Physically Unable to Report to Work

In the event that an employee is unable to return to work because road and transit conditions prevent travel by automobile, public transit, or other conveyance, the employee has the option to become a disaster service worker in the city where the employee resides. Any employee who cannot return to the District and serves as a disaster worker for another municipality is required to contact the personnel department of that municipality for further instructions and to obtain written documentation of the employee's assignment. The employee is required to notify the employee's immediate District supervisor that the employee is working in the other municipality.

1. Compensation for Work Performed at Another Public Agency. Employees who are unable to report to work during a disaster will be entitled to receive compensation from the District for the service performed at another public agency, provided that the employee provide written proof from the other public agency of the amount of time the employee worked there. That information should be logged on the employee's timesheet and submitted through the normal payroll process. Alternatively, the employee may present written proof from the other public agency that the employee offered to provide services, but that the other public agency declined the offer of assistance.

2. Returning to the District. Employees are required to communicate with their supervisor as soon as possible, and are required to return to their normal or disaster duties at the District as soon as travel, by any reasonable means, to the District is possible.

E. Timekeeping Requirements

All employees are required to complete special timekeeping forms daily, which will keep a record of the following information:

1. The type of disaster work performed;

2. The number of hours worked; and
3. The location where work was performed.

F. **Failure to Report to Work During a Disaster**

1. An employee who fails to report to work as a disaster worker at the District or at another public agency will be considered on unpaid leave during the duration of the emergency, unless the employee submits documentation that supports justification to receive paid leave.

2. An employee who fails to report to work as a disaster worker at the District or at another public agency may be subject to discipline, up to and including termination, unless the employee submits sufficient justification for failure to report to work.

SECTION XV DISCIPLINE

A. Applicability

The following Rules will apply to regular, full-time employees. District employees who are employed "at-will," or who are part-time, temporary, or probationary are not subject to the requirement of good cause and are not entitled to pre-discipline procedures or appeals under these policies. The types of disciplinary action included under this Policy are verbal and written reprimands, suspension without pay, involuntary demotion, reduction in pay, and discharge/termination. The District is not required to take disciplinary actions in sequential or progressive order.

1. Applicability to Sworn Peace Officers. Subject to the following Rules, this section will not apply to any sworn peace officers who are subject to separate discipline rules and procedures as set forth by department policy and/or other applicable MOU.

a. Police Department discipline policies and practices may not take the place of any additional rights conferred to sworn peace officers under the Public Safety Officers Procedural Bill of Rights Act (Government Code §§3300-3312). The Police Chief or the Chief's designee must notify the General Manager prior to proposing any disciplinary action.

B. Authority to Discipline

1. The General Manager has the authority to reprimand, demote, reduce the pay of, suspend, or terminate employees for reasonable cause. Department Heads and supervisors have the authority to reprimand employees. Exempt employees will not be subject to any disciplinary action that would eliminate their exempt status under applicable state or federal wage and hour laws.

2. The General Manager or the Manager's designee will be the Skelly Officer, who will initiate all proposed suspensions, involuntary demotions, reductions in pay, and terminations with a Notice of Intent.

3. In the event that the General Manager intends to discipline an employee directly, the General Manager will be the "Skelly Officer."

C. Types of Discipline

The District may impose the following types of disciplinary actions: The level of the disciplinary action taken will be commensurate with the offense; however, the prior employment and disciplinary history of the employee may also be considered pertinent.

1. Verbal and Written Reprimands.

a. A verbal or written reprimand is a formal notice to an employee that further disciplinary action will be taken unless the employee's behavior or performance improves. Reprimands may be issued by a supervisor, Department Head, or the General Manager.

b. The reprimand will state the nature of the infraction or misconduct, identify the facts supporting the written reprimand, including dates and times of underlying events, and describe the corrective action that must be taken by the employee to avoid further disciplinary action being imposed.

c. A written reprimand will be signed by the person issuing it, countersigned by the employee, and filed with the Human Resources Representative for inclusion in the employee's personnel file. If the employee refuses to sign, that refusal will be noted instead on the written reprimand. A copy of the reprimand will be provided to the employee.

d. A verbal reprimand will be documented and kept in the employee's personnel file. Upon request, the document may be removed after 18 months, provided the employee's performance/conduct reaches and maintains a satisfactory level. A written reprimand will be kept in the employee's personnel file permanently.

e. The employee may file a written response to a written reprimand with the Human Resources Representative within five working days from the date of receipt. The employee's timely written response will be included in the employee's personnel file with the written reprimand. No other form of response to, or appeal or grievance of a written reprimand is available.

2. Suspension Without Pay.

a. The General Manager, or other designated management level employee may suspend an employee without pay for disciplinary reasons. Employees suspended from employment without pay will forfeit the right to accrue or receive any rights, privileges, or benefits during the suspension period, with the exception of insurance benefits.

b. A non-exempt employee is not eligible to work overtime during any workweek in which a suspension is imposed. Exceptions to this eligibility rule may be granted in an emergency situation by the Department Head, with the concurrence of the General Manager.

c. Employees may be suspended without pay under this Rule for up to a maximum of 30 calendar days, consecutively or cumulatively, in any fiscal year, in accordance with Rule G below.

3. Involuntary Demotion. Employees may be demoted involuntarily from their positions for disciplinary reasons, including but not limited to when performance of required duties falls below standard.

4. Reduction in Pay. A reduction of pay is a disciplinary action, unless such reduction is part of the general plan to reduce all employees' salaries and wages as part of an economic program, in which case these disciplinary procedures do not apply. A reduction in pay will be subject to the disciplinary procedure applicable to the equivalent length of suspension in terms of loss of pay.

5. Discharge/Termination. An employee may be terminated for disciplinary reasons. Any termination will follow the procedures set forth in Rule G below. Employees terminated in accordance with these Rules will forfeit entitlement to all employee benefits except benefits to which the employee is statutorily entitled or otherwise entitled under these Policies.

D. **Administrative Leave/“Relief of Duty”**

In accordance with Rule G.2. of Section X, the Department Head, in consultation with the General Manager, may, verbally or in writing, cause the temporary assignment of an employee to status of administrative leave with pay pending conduct or completion of such investigations or opportunity to respond as may be required to determine if disciplinary action is to be taken. In the event of a verbal notice, the Human Resources Representative or Department Head will confirm the action by giving the employee written notice. If and when the employee is to be returned to duty, the District will provide the employee with written notice of when the employee should return to duty, a copy of which will be retained in the employee’s personnel file for payroll purposes.

E. **Grounds for Disciplinary Action**

1. Disciplinary measures may be taken for any good cause. Good cause may exist not only when there has been an improper act or omission by an employee in the employee’s official capacity, but when any conduct by an employee violates District policy, brings discredit to the District, affects the employee’s ability to perform the employee’s duties, causes other employees not to be able to perform their duties, or involves any improper use of an employee’s position for personal advantage or the advantage of others. Good cause may also exist if an employee is unable to perform the duties of the position for an extended period of time.

2. Causes for disciplinary action against an employee may include, but are not limited to, the following:

a. Deliberate falsification, misstatement, or omission of fact in completion of District records, including, but not limited to, information provided in the employment application or to secure appointment to a position with the District, or in time records.

b. Dishonesty; furnishing knowingly false information, or dishonesty in the course of the employee’s duties and responsibilities.

c. Inefficiency, incompetence, carelessness or negligence in the performance of duties.

d. Violation of safety rules or standards or failure to comply with the District’s adopted Injury and Illness Prevention Program.

e. Violation of any of the provisions of these Policies, department rules and regulations, District policies, or District ordinances or resolutions.

f. Unsatisfactory job performance or inefficiency in performance of job duties; inability to perform the duties of the position.

g. Tardiness, overstaying meal or rest periods, or leaving early without authorization.

h. Being under the influence of an intoxicating substance or non-prescription drug, or prescription drugs not authorized by the employee's physician, while on duty or on District property, or any other violations of the District’s Drug Free Workplace Policy included as Attachment B.

i. Disobedience to proper authority, insubordination, refusal or failure to perform assigned work, to comply with a lawful order, or to accept a reasonable and proper assignment from an authorized supervisor.

j. Harassment, discrimination, or retaliation, as prohibited by law or by these Policies or other District policy;

k. Unauthorized absence; or failure to report after an authorized leave of absence has expired or after a requested leave of absence has been disapproved, revoked or canceled.

l. Conviction of a felony, or conviction of a misdemeanor involving moral turpitude, or a violation of a federal, state or local law which negatively reflects upon the employee's fitness to effectively perform the employee's job or brings discredit to the District.

m. Discourteous, disrespectful, and/or offensive treatment of the public, contractors, vendors, or other employees, or treatment that does not foster cooperation.

n. Misuse or improper or unauthorized use of District property, equipment, vehicles or supplies, damage to or negligence in the care and handling of District property, equipment, vehicles or supplies.

o. Fighting, horseplay, assault and/or battery, while on duty, in uniform, or under the guise of office.

p. Theft, sabotage or unauthorized use of District property or the personal property of another.

q. Sleeping on the job, except as specifically authorized.

r. Soliciting, receiving or accepting, directly or indirectly, any money, gift, reward, service, gratuity, favor, hospitality, loan or other consideration for any service or official action rendered by the employee in violation of federal, state, or local law, or in violation of District policy.

s. Intimidation or interference with the rights of any employee on the job; engaging in behavior designed to create discord and lack of harmony; displaying a consistent poor or bad attitude; or willfully restricting work output or encouraging others to do the same.

t. Outside employment, enterprise, or activity or associated conduct that creates a conflict of interest with District work, that causes discredit to the District, that negatively impacts the effective performance of District functions, or that is not compatible with good public service or interests of the District service.

u. Failure to obtain and/or maintain the necessary license or certification specified for the position; failure to maintain minimum qualifications for a position including required licenses or certificates, or other failure to maintain any employment qualification.

v. Abusive or intemperate language toward or in the presence of others in the workplace.

w. Gambling on District property or while on duty.

x. Use of influence of position with the District for private gain or advantage, or the use of time, facilities, equipment or supplies for private gain or advantage.

y. Unauthorized possession of firearms, weapons or explosives on District property, in a District vehicle, while in District uniform, or while on duty; or displaying or brandishing any firearm or weapon, whether in jest or otherwise, in any manner which can be construed as a careless, threatening or dangerous manner, except in the performance of official duties.

z. Disclosure of confidential or proprietary District information to unauthorized persons, employees, or organizations.

aa. Any other conduct of equal gravity to the reasons enumerated above as determined by the District.

F. **The Disciplinary Process**

1. Notice of Intent.

a. The individual who is primarily responsible for conducting the disciplinary proceeding (“Skelly Officer”) will deliver a Notice of Intent to the affected employee personally or by either overnight mail and/or certified or registered mail, return receipt requested, at the employee’s last known address.

b. The Notice of Intent will include the following:

- (i) A statement which clearly defines the intent to take action, the proposed action to be taken, and, where practicable, the proposed effective beginning and ending time of the intended action.
- (ii) A statement of the specific grounds and particular facts upon which the proposed disciplinary action will be taken.
- (iii) A copy of all written materials, reports, or documents upon which the intended action is based.
- (iv) A statement that the employee will be afforded the right to respond to the Notice of Intent, either verbally or in writing, or both within five working days from receipt of the intended disciplinary action, to the Skelly Officer who issued it.

c. The employee’s signature on the Notice of Intent will acknowledge receipt by the employee. If the employee refuses to sign, that refusal will be noted on the Notice of Intent.

d. The Notice of Intent will be delivered to the affected employee at least ten working days prior to the proposed effective date of the disciplinary action, unless for emergency reasons it is necessary to implement the disciplinary action immediately to protect the life, health, or safety of other employees or the public. Should such emergency action be taken, the employee will be given notice of the disciplinary action as soon as possible before or after the imposition of the action.

e. A copy of the Notice of Intent will be filed with Human Resources.

2. Employee Response to Notice of Intent.

a. Within five working days after the employee has been served with the Notice of Intent, the employee will have the right to respond, verbally or in writing, at the employee's option, to the Skelly Officer concerning the proposed disciplinary action. If, within the five working days response period, the employee does not provide a written or verbal response, the proposed action will be considered conclusive and will take effect as set forth in the Notice of Intent.

b. If, after meeting with the employee or reviewing a written response, the Skelly Officer determines that the employee's response warrants further investigation, the Skelly Officer may delay the implementation or modification of the proposed disciplinary action until such time as the further investigation is completed. In the event the investigation produces facts that warrant more severe disciplinary action than originally proposed, the Skelly Officer will re-implement the notification procedures in Rule G.1 of this Section.

3. Final Decision and Notice of Imposition. The Skelly Officer has the authority, after considering the employee's response and additional investigation, if any, to modify, revoke, or impose the proposed disciplinary action.

a. If the Skelly Officer decides to modify the proposed action to impose less severe disciplinary action than originally proposed, then the Skelly Officer will notify the employee by providing a Notice of Imposition. The Notice of Imposition will also include the effective date of any disciplinary action issued. The decision of the Skelly Officer is final and will be imposed.

b. If the Skelly Officer decides to revoke the disciplinary action, the Skelly Officer will advise the employee in writing, and the original Notice of Intent to impose disciplinary action will be withdrawn with no record made in the employee's personnel file.

c. If the Skelly Officer decides to implement the discipline as originally proposed in the Notice of Intent, the Skelly Officer will notify the employee in writing by providing the employee with a Notice of Imposition. The Notice of Imposition will also include the effective date of any disciplinary action issued. The decision of the Skelly Officer is final and will be imposed.

4. Delivery of Notice of Imposition or Final Decision. The Notice of Imposition or other final decision of the Skelly Officer will be delivered to the affected employee personally, via email, or sent to the employee by either overnight mail and/or certified or registered mail, return receipt requested, at the employee's last known address.

G. Appeal of Disciplinary Action

1. Disciplinary Actions Subject to Appeal. An employee may appeal a final decision of discipline if the discipline imposed was a termination, demotion, suspension without pay for five or more days, or a reduction in pay that is equal to the financial loss caused by a suspension without pay for five or more days.

2. Timeframe for Appeal. The employee may exercise the right to appeal by submitting a written request for an appeal hearing before the General Manager within ten working days from receipt of the Notice of Imposition.

3. Failure to Request Disciplinary Appeal Hearing. If the employee fails to request a disciplinary appeal hearing within the prescribed time and manner, the employee waives the right to an appeal hearing and all rights to further appeal of the disciplinary action.

4. Scheduling of Disciplinary Appeal Hearing. The District will schedule any disciplinary appeal hearing within a reasonable time after the filing of the employee's request, considering the availability of all parties and witnesses.

5. Hearing Officer.

a. General Manager. The General Manager will be the Hearing Officer for disciplinary appeal hearings for matters in which the General Manager did not serve as the Skelly Officer, unless the General Manager elects to designate a third-party hearing officer. The General Manager may have the assistance of legal counsel when fulfilling the role of Hearing Officer.

b. Third Party Hearing Officer.

(i) The General Manager has the discretion to designate a third party as the Hearing Officer for any disciplinary appeal hearing. When the General Manager designates a third party as the Hearing Officer, the Hearing Officer's decision will be advisory to the General Manager, who will review it and make the final determination. However, if the General Manager was the Skelly Officer for the matter under appeal, the Hearing Officer's decision will be binding on the District.

(ii) When a third party is to be designated as the Hearing Officer, the District and the employee may attempt to agree upon a potential hearing officer.

(iii) If the District and employee are unable to agree upon a potential hearing officer, the District will request and obtain a list of five potential hearing officers from the State Mediation & Conciliation Service or similar neutral, outside entity. The District and the employee will then mutually select the Hearing Officer by striking names from the list in alternating turns, with the District striking first.

(iv) If there is any cost associated with a third-party Hearing Officer, the cost will be borne entirely by the District.

6. Representation at Disciplinary Appeal Hearing. At the disciplinary appeal hearing, the employee may be represented by counsel or other representative. The employee may not be represented by a person who will be called as a witness.

7. Employee Appearance at Disciplinary Appeal Hearing. An employee who requests a disciplinary appeal hearing must be present during the disciplinary appeal hearing. Failure of the employee to be present will constitute a waiver of the employee's right to an appeal.

Waiver will not occur if the employee can demonstrate good cause for the failure to be present within three working days from the date the employee fails to appear.

8. Production of Witnesses and Documents. The Hearing Officer has the authority to compel the attendance of witnesses, and to require the production of documents. The Hearing Officer also has the authority to require the identification of witnesses, documents, and other evidence in advance of the disciplinary appeal hearing.

9. Conduct of Disciplinary Appeal Hearing. The proceedings before the Hearing Officer will be conducted as follows:

a. The District and the employee have the following rights:

- (i) To call and examine witnesses;
- (ii) To introduce exhibits;
- (iii) To cross-examine opposing witnesses on any matter relevant to the issue, even if the matter is not covered in the direct examination;
- (iv) To impeach any witness regardless of which party first called him/her to testify;
- (v) To rebut the evidence against them; and
- (vi) To present oral and written arguments.

b. The District has the burden of proof, and the burden will be established by the preponderance of the evidence.

c. The hearing need not be conducted in accordance with the technical rules relating to evidence and witnesses, but will be conducted in a manner most conducive to the determination of the truth. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make admission of such evidence improper over objection in a court of law. Decisions made by the Hearing Officer will not be invalidated by any informality in the proceedings.

d. The Hearing Officer may not take testimony from one party outside the presence of the other or engage in *ex parte* communications with the parties.

e. The rules of privilege will be effective to the same extent that they are now or hereafter may be recognized in civil actions.

f. The Hearing Officer will determine the relevancy, weight, and credibility of testimony and evidence. Irrelevant evidence and unduly repetitious evidence will be excluded. The Hearing Officer will have the power to exclude any witnesses and other persons not necessary to the proceedings.

H. Hearing Officer's Decision

1. General Manager as Hearing Officer. Within 30 working days after the disciplinary hearing, the Hearing Officer will issue a written decision containing findings of fact

and conclusions of law. The Hearing Officer has the authority to affirm, revoke, or reduce the disciplinary action imposed against the employee. The Hearing Officer may not provide for discipline more stringent than that imposed by the Skelly Officer. The Hearing Officer's decision constitutes a final resolution of any disciplinary action and no further appeal will be permitted within the District's administrative process. A copy of the Hearing Officer's decision will be provided to the charged employee, and may be placed in the employee's personnel file.

2. Third Party as Hearing Officer.

a. General Manager was not the Skelly Officer.

- (i) Within 30 working days after the disciplinary hearing, the Hearing Officer will issue an advisory, written decision containing findings of fact and conclusions of law. The Hearing Officer will recommend that the General Manager affirm, revoke, or reduce the disciplinary action imposed against the employee. The Hearing Officer may not recommend discipline more stringent than that imposed by the Skelly Officer. In preparing a recommendation, the Hearing Officer does not have binding authority to add, modify, or subtract from an applicable Memorandum of Understanding between the District and its employees, these Policies, or any resolutions, ordinances, or policies adopted by the District. Further, the Hearing Officer does not have the authority or power to render a binding decision that requires the District to expend additional funds, to hire additional personnel, to buy additional equipment or supplies, or to pay wages or benefits not specifically provided for in an applicable Memorandum of Understanding, these Policies, or any resolutions, ordinances, or policies adopted by the District. The Hearing Officer does not have the authority to require the District to perform any other action that would violate state or federal laws.
- (ii) The General Manager will then have 30 working days after receiving the Hearing Officer's decision to issue a final written decision that either affirms, revokes, or modifies the Hearing Officer's recommendation. The General Manager's decision constitutes a final resolution of any disciplinary action and no further appeal will be permitted within the District's administrative process. A copy of the General Manager's decision will be provided to the charged employee, and may be placed in the employee's personnel file.

b. General Manager was the Skelly Officer.

- (i) Within 30 working days after the disciplinary hearing, the Hearing Officer will issue a written decision containing findings of fact and conclusions of law. The Hearing Officer has the authority to affirm, revoke, or reduce the disciplinary action imposed against the employee. The Hearing Officer may not provide for discipline more stringent than that imposed by the Skelly Officer. The Hearing Officer's decision constitutes a final resolution of any disciplinary action and no further appeal will be permitted within the District's administrative process. A copy of the

Hearing Officer's decision will be provided to the charged employee, and may be placed in the employee's personnel file.

3. Extension of Time. The time limits specified for the decision of the Hearing Officer and any review by the General Manager of a third-party Hearing Officer's decision may be extended by mutual, written agreement.

SECTION XVI GRIEVANCES

A. **Purpose and Applicability of Grievance Procedure**

The grievance procedure is used to resolve employee complaints regarding an alleged violation or interpretation of the District's written personnel policies. Specifically excluded from the grievance procedures are the following:

1. Performance evaluations or performance improvement plans;
2. Deferred or denied merit salary increases;
3. Verbal or written counseling;
4. Any disciplinary action or the process of imposing discipline;
5. Policy decisions of the Board of Directors;
6. Transfer to another position without a loss of pay; and
7. Matters for which there is a separate appeal, including, but not limited to, disciplinary action, or for which a separate process has been established under these Policies.

B. **Definitions**

The following definitions will be applicable for purposes of this Section only:

1. **Grievance**. An expressed claim by a regular employee that the District has violated, misinterpreted, or misapplied an obligation to that employee as such obligation is expressed and written in the District's written personnel policies.
2. **Grievance Procedure**. The process by which the validity of a grievance is determined.
3. **Representative**. A person who at the request of the employee or management is invited to participate in a grievance conference.

C. **General Provisions**

1. **Representation**. An employee may have a representative present during grievance meetings.
2. **Retaliation Prohibited**. The District will not retaliate against any employee because of the employee's good faith use of the grievance procedure.

3. Time Limits.

a. Failure by the District at any step of this grievance procedure to communicate the decision on the grievance within the specified time limits will permit the aggrieved employee to proceed to the next step.

b. Failure of the aggrieved employee, at any step of this grievance procedure, to submit the decision on a grievance to the next step within the specified time limit will be deemed acceptance of the decision rendered.

c. Failure by the aggrieved employee, at any step of this grievance procedure, to comply fully with the requirements of this Section within the specified time limit will be grounds for denial of the grievance.

d. The time limits specified at any step in this grievance procedure may be extended by mutual, written agreement.

4. Time Off for Grievance Conferences. Grievance conferences will normally be conducted during the employee's regularly scheduled working hours at a mutually convenient time. Reasonable time off without loss of pay will be given to an employee who has a grievance and to the employee's representative, if also an employee, in order to participate in the grievance conferences. However, employees are not entitled to time off to prepare for the grievance conferences.

5. Requested Referral to Alternate Manager. If a grievance regards conduct by the supervisor or manager who would be responsible for hearing the grievance at any step in the procedure set forth in Rule E below, the aggrieved employee may instead request approval to submit the grievance to the Human Resources Representative, or if the grievance regards conduct by the Human Resources Representative, to the General Manager. The time limits set forth in Rule E, below, will be tolled from the date of the employee's written request to the Human Resources Representative or General Manager until the date of the District's written response to such a request.

6. Effect of Condensed Chain of Command on Grievance Procedure.

a. If the aggrieved employee's Department Head also functions as the employee's sole immediate supervisor at the time the grievance is submitted, then the employee may request that the Department Head permit the employee to combine Steps One and Two described in Rule E below.

b. The District will respond in writing to grant or deny such a request, and if granted, will confirm the step of the Grievance Procedure that will be deemed to apply. The time limits set forth in Rule E, below, will be tolled from the date of the employee's written request until the date of the District's written response to such a request.

D. Required Contents for Written Grievances

All written grievances must contain the following components:

1. A statement of the event(s) forming the basis for the grievance;

2. The provision of the policy alleged to have been violated;
3. A description of the relief sought by the employee;
4. Identification of any potential witnesses;
5. Any relevant documents or other evidence believed to support the grievance.

E. **Grievance Procedure**

1. **Step One**. The employee will inform the employee's immediate supervisor of the grievance within 21 calendar days after the employee knows, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. The employee and the supervisor will discuss the grievance. The supervisor will, within ten working days of the discussion, issue a written decision to the employee.

2. **Step Two**. Within ten working days from receipt of the written decision from the supervisor, the employee, if the employee wishes to appeal the decision, must submit a formal, written grievance to the Department Head. The Department Head or designated representative will, within ten working days of the notification as required above, have a discussion with the employee concerning the grievance. The Department Head or designated representative will, within ten working days of the discussion, issue a written decision to the employee.

3. **Step Three**. Within ten working days from receipt of the written decision from the Department Head, the employee must submit a formal, written grievance to the General Manager if the employee wishes to appeal the decision. The General Manager or designated representative will, within 21 working days of receipt of the written notice, render a written decision to the employee. The decision of the General Manager or designated representative will be final and binding, and no further appeal may be had under the District's administrative processes.

SECTION XVII LAYOFF POLICY

A. Abolishment of Position

1. Whenever, in the judgment of the Board of Directors, it becomes necessary to abolish any position of employment, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal through either disciplinary appeal or grievance procedures. The Board of Directors may abolish such position only by a resolution, which will set forth in detail the reason or necessity that requires the abolition of such position of employment.

2. The General Manager will determine the class and number of positions to be affected, the layoff date, and will notify the Department Head in writing of such reduction.

B. Written Notice of Layoff

Any employee to be laid off will be given written notice of layoff not less than 14 days prior to the effective date of such layoff.

C. Order of Layoff

1. Employees in the same class of positions will be laid off according to employment status in the following order: temporary, part-time, probationary, and then regular. Temporary, part-time, and probationary employees will be laid off according to the needs of the service as determined by the General Manager.

2. In cases where there are two or more regular employees in the class from which the layoff is to be made, such employees will be laid off on the basis of the most recent performance evaluation, with the employee with the least satisfactory performance being laid off first.

3. In cases where their most recent performance evaluations are equal, the employee with less seniority will be laid off first. For purposes of layoff, "seniority" is defined as time in the current class, with any ties determined based on total time employed by the District from the employee's date of hire to present.

D. Vacancy and Demotion

1. Except as otherwise provided, whenever there is a reduction in the work force, the General Manager may, but is not required to, first demote an employee identified for lay-off to a vacancy, if any, within the department in a lower class for which the employee is qualified.

2. An employee who is offered a demotion has the right to refuse the demotion without losing the employee's right to be placed on a reemployment list in accordance with Rule G, below.

3. An employee may request to demote to a vacant position within the organization. An employee requesting a demotion must file a written request with the Department Head within

five working days of receiving written notice of layoff. The employee may only be demoted when the affected Department Head(s) and the General Manager approve the demotion.

E. Furlough and Reduction of Hours

1. Whenever, in the judgment of the Board of Directors, it becomes necessary to furlough or implement a reduction of hours, employees may be furloughed or be affected with a reduction of hours without disciplinary action and without the right of appeal through either disciplinary appeal or grievance procedures.

2. The General Manager will determine the number of employees to be affected, the furlough or reduction of hours date, and will notify the Department Head in writing of such furlough or reduction of hours.

3. Employees who are furloughed may not take paid vacation time in lieu of designated furlough time.

4. Time spent furloughed will be considered time in pay status for purposes of accrual of leave, seniority, probation, and other eligibility for benefits, and will not impact health, dental and life insurance benefits or retirement benefits.

5. Employees who have a reduction of hours will be notified of the start and end of the reduction period, and amount of pay to be reduced, and any changes to their work schedule.

F. Specially Funded Positions

When a position is created and is funded by a grant of funds from the county, state or the federal government, the position will be automatically abolished when the funding is terminated. The incumbent of the position will be terminated on the date upon which the position is abolished and the layoff and reemployment procedures prescribed in these Policies are not applicable.

G. Reemployment

1. Reemployment List.

a. The names of all regular and probationary employees who were laid off, reduced in class, displaced or who have received layoff notice and voluntarily resigned will be placed on a reemployment list for their former class(es). It will be the duty of the employee to provide an address and any forwarding information for contact to the District.

b. Whenever a vacancy occurs in the class for which a reemployment list exists, the District will send a certified letter advising the person of the opportunity to apply for reemployment.

c. Persons who refuse reemployment or fail to respond to a notice of vacancy will be dropped from the list.

2. Duration of Reemployment List. Placement on the reemployment list will be effective for a period of one year from the date of change in an employee's status due to District

layoff, except that persons appointed to regular positions of the same level as that which laid off, will, upon such appointment, be dropped from the list. Persons re-employed in a lower class, or on a temporary basis, will remain on the list for the higher position for the remainder of the one-year period.

3. Anniversary Date and Date of Hire. Upon reemployment, an employee's anniversary date and date of hire will remain the same as if the employee had remained employed the entire period of layoff.

SECTION XVIII SEPARATION FROM SERVICE

A. In General

1. Any employee separating from District service may be requested to attend an exit interview conducted by the employee's supervisor, Department Head, or the Human Resources Representative.

2. A separating employee must work the day following an observed holiday in order to receive holiday pay under Section XI. Leaves and benefits (vacation, sick leave, medical, etc.) will be accrued up to and including the last day worked.

3. On or before the last day of work, an employee must return all District property in the employee's possession or for which the employee is responsible, including keys and District identification card.

B. Resignation

To resign in good standing, an employee must inform the General Manager in writing at least two weeks in advance of the effective date of the resignation. The reason for leaving should be included in the resignation. This time limit may be waived by the General Manager. Failure to give the required notice may be cause for denying future employment by the District. The District will provide confirmation of acceptance of resignation in writing.

C. Abandonment of Position

An employee may be separated from employment if the employee is on an unauthorized leave of absence as set forth in Rule B of Section X.

D. Disciplinary Termination

A full-time employee may be separated from employment for disciplinary reasons as provided for in Section XV. District employees who are employed "at-will," or who are part-time, temporary, or probationary, may be separated with or without disciplinary reasons.

E. Layoff

As provided in Section XVII, an employee may be separated from employment by layoff.

F. Retirement

Whenever employees determine, in consultation with CalPERS, that they meet the conditions for eligibility set forth in the District's retirement plan and applicable regulations, they may elect to resign and retire from District employment. Retirement from employment will be subject to the terms and conditions of the District's retirement plan and the statutes, rules, and regulations of CalPERS.

G. **Disability**

An employee may be separated for disability when the employee cannot perform the essential functions of the job, with or without a legally required reasonable accommodation, and is either not eligible to retire for disability or waives that right voluntarily. A regular employee who is terminated under this Rule will be afforded the procedures set forth in Section XV.

H. **Death of the Employee**

In the event of a death of an employee, payment of all earned wages due will be in accordance with the laws of the State of California. Unless otherwise provided by law, payment of any other funds due the deceased employee will be paid to the beneficiary so designated in writing by the employee.

BEAR VALLEY COMMUNITY SERVICES DISTRICT
SUPPLEMENTAL POLICIES

Prevention and Correction of Harassment, Discrimination, and
Retaliation Policy Attachment A

Drug Free Workplace Policy Attachment B

Injury & Illness Prevention Program Attachment C

Vehicle Use Policy Attachment D

Electronic Communications System Policy Attachment E

Employee Development, Training, and Reimbursement Policy..... Attachment F

Sick Leave Policy Attachment G

Family Care and Medical Leave, Pregnancy Disability Leave, and Military
Family Leave Policy Attachment H

Public Works Standby & Emergency Call Out Policy Attachment I

Police Department Emergency Standby Pay Policy Attachment J

Social Media Policy Attachment K



BEAR VALLEY COMMUNITY SERVICES DISTRICT

ATTACHMENT A

PREVENTION AND CORRECTION OF HARASSMENT, DISCRIMINATION, AND RETALIATION POLICY

A. Policy Objective.

The Bear Valley Community Services District (“District”) is committed to providing a work environment that is free of discrimination, harassment, and retaliation. In keeping with this commitment, the District strictly prohibits all types of harassment or discrimination because of race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military and veteran’s status, and/or any other category protected by federal and/or state law. Further, the District takes reasonable steps to correct discriminatory, harassing, and retaliatory conduct promptly.

Accordingly, the purpose of this Policy is to define and forbid discriminatory, harassing, and retaliatory conduct, to prohibit the condoning or perpetuating of such conduct, and to provide an efficient means for reporting, investigating, and resolving complaints of discrimination, harassment, or retaliation.

B. Authority:

Title VII of the 1964 Civil Rights Act; Section 12940 et seq. of the California Government Code; and all other applicable state and federal anti-discrimination laws.

C. Applicability:

This policy applies to all officers, employees, interns, and volunteers involved in the operation of the District, and prohibits harassment, discrimination, and retaliation by any employee of the District, as defined in this Policy, by others doing business with the District. If harassment is committed on the job by someone not employed by the District, the procedures in this policy should be followed as if the harasser were an employee of the District, to the extent feasible.

D. Assigned Responsibility:

It is the responsibility of all employees and officers to ensure that they are informed of, understand and abide by the provisions of this policy.

Employees who have questions regarding this Policy or are uncertain what constitutes discrimination, harassment, sexual harassment, retaliation, or other prohibited conduct under the Policy should contact a supervisor or the General Manager.

E. Policy:

Harassment, discrimination, and/or retaliation based on legally protected characteristics will not be tolerated. This policy applies to all terms and conditions of employment including, but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, training, and any other work product or condition.

Violation of this policy is grounds for disciplinary action, up to and including termination.

F. Definitions:

- a. Employee: Any individual under the direction and control of the District under any appointment or contract of hire or apprenticeship, express or implied, oral or written. For purposes of this Policy, the term “employee” includes any individual who is an unpaid intern or volunteer of the District. The inclusion of any individual, including but not limited to unpaid interns and volunteers, in the definition of “employee” for purposes of this policy should not be interpreted to affect the applicability of any other policy or procedure of the District.
- b. Legally Protected Category or Characteristic: Race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military and veteran’s status, and/or any other category protected by federal and/or state law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.
- c. Discrimination: Discrimination is any action or conduct by which an employee is treated differently or less favorably than other employees similarly situated to him or her because he or she is a member of a legally protected category.
- d. Harassment:
 - i. Unwelcome verbal, visual, or physical conduct based on an Employee’s membership in a Legally Protected Category that creates an intimidating, offensive, or hostile work environment. Such conduct constitutes harassment when:
 - 1. Submission to the conduct is made either an explicit or implicit term or condition of employment;
 - 2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual; or
 - 3. The conduct unreasonably interferes with an employee’s work performance by altering the work conditions so that a reasonable person may find it more difficult to do the job or creates an intimidating, hostile, or offensive work environment.

ii. Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, computer images, or cartoons regarding an employee's Legally Protected Characteristic. Harassment on the job is prohibited whether done by a co-worker, supervisor, manager, or by a third party doing business with or for the District.

e. Sexual Harassment:

1. Unwelcome sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature may constitute sexual harassment when the conduct otherwise constitutes Harassment.

- a. Submission to such conduct is made either an explicit or implicit term or condition of employment;
- b. Submission to or rejection of such conduct is used as a basis for an employment decision affecting the individual; or
- c. The conduct unreasonably interferes with an employee's work performance by altering the work conditions so that a reasonable person may find it more difficult to do the job or creates an intimidating, hostile, or offensive work environment

2. This definition includes numerous potential forms of offensive behavior. The following is a list of some examples:

1. Unwanted sexual advances.
2. Offering employment benefits in exchange for sexual favors.
3. Making or threatening reprisals after a negative response to sexual advances.
4. Visual conduct, such as leering, making sexual gestures, displaying of sexually explicit jokes, comments about an employee's body or dress.
5. Verbal sexual advances or propositions.
6. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations.
7. Physical conduct, such as touching, assault, impeding, or blocking movements.
8. Retaliation for reporting harassment or threatening to report harassment.

3. Sexual harassment can occur between members of the same or opposite sex. Sexual harassment need not be motivated by sexual desire. Sexual harassment on the job is prohibited whether it involves co-worker

harassment, harassment by a supervisor or manager, or harassment by third parties doing business with or for the District.

f. Retaliation

1. Taking adverse action against any employee because of:
 - a. The employee's opposition to a practice the employee reasonably believes to constitute employment discrimination, harassment, or retaliation,
 - b. The employee's participation in an employment discrimination, harassment, or retaliation investigation, proceeding, or hearing. or
 - c. Opposition or participation by a family member or close associate of the employee.
2. Protected Opposition: Protected opposition to perceived discrimination, harassment, or retaliation, includes, but is not limited to, threatening to file a discrimination, harassment, or retaliation complaint with any federal or state agency, or court, or complaining or protesting about alleged discrimination, harassment, or retaliation to a supervisor, manager, co-worker, or other official. Protected opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. The District also prohibits retaliation against somebody closely related to or associated with the employee exercising such rights. Opposition not made in good faith, or made in a manner which disrupts the workplace, or which constitutes an unlawful activity, or which includes badgering or threatening of employees or supervisors is not protected.
3. Protected Participation: Protected participation includes, but is not limited to, filing a charge, testifying, assisting, or participating in any manner in an investigation under this Policy, or in a proceeding, hearing or litigation under federal or state discrimination, harassment, or retaliation statutes, at other hearings regarding protected employee rights, such as unemployment compensation proceedings, and making requests for reasonable accommodation of a Legally Protected Characteristic.
4. Adverse Action: Adverse actions include, but are not limited to, the following acts: disciplinary actions, negative performance evaluations, undesirable transfer, undesirable assignments, negative comments, unwarranted criticism, actions that harm the employee outside the workplace, undesirable change in benefits, undesirable change in work schedule, unwarranted exclusion from meetings or events, or undesirable change in work duties.

g. Supervisor: Any individual having the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

G. Training and Policy Dissemination:

- a. Non-Supervisory Employees: All employees who are hired by the District will be given a copy of this policy, and will receive guidance from the General Manager's office on its provisions and the District's commitment to provide a harassment-free and discrimination-free workplace. All nonsupervisory, and temporary/seasonal employees will be trained in accordance with the requirements of the Fair Employment and Housing Act (Government Code § 12950.1) and implementing regulations.
- b. Supervisors:
 - i. All supervisors will be trained once every two years on matters relating to the prevention, reporting, and investigation of harassment, discrimination, and retaliation. Further, individuals appointed to supervisory positions from a non-supervisory position or as a new employee shall receive training within six months of their hiring or assumption of the supervisory position.
 - ii. Supervisory training will last for a minimum of two hours.
 - iii. Supervisory training will be conducted in a classroom or other interactive setting and will, at a minimum, cover the following topics:
 - 1. Information and practical guidance regarding federal and state statutory laws about sexual harassment; and
 - 2. Practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation.

H. Complaint Procedures:

- a. In General:
 - i. The District's complaint procedure provides for an immediate, thorough, impartial, and objective investigation of every harassment discrimination, and retaliation claim, appropriate disciplinary action against anyone found to have engaged in prohibited harassment, discrimination, or retaliation, and appropriate remedies to any victim of harassment, discrimination, or retaliation. The District encourages reporting of all perceived incidents of discrimination, harassment, and retaliation.
 - ii. Any employee who believes that he/she is being harassed or discriminated against by another employee or a third party is encouraged, but is not required, to confront this person and politely, but firmly inform the person of the conduct that he/she finds offensive and request that the person cease this behavior. If the employee does not wish to confront the person harassing or discriminating against them, or if his/her attempts to do so have failed, the employee should file a complaint with the District:

b. Filing a Complaint:

- i. Employees who believe they have been harassed or discriminated or retaliated against on the job, including by persons doing business with or for the District, should promptly report the complaint to their immediate supervisor, any supervisor, or to the General Manager as soon as possible. When reporting harassment, discrimination or retaliation, employees are not required to follow their chain of command, and are not required to follow any grievance procedures set forth in the District's Personnel Policies or in any applicable labor agreements.
 1. Complaints regarding the General Manager may be submitted to the District Secretary, who can submit them to the District General Counsel's Office for consideration by the District's Board of Directors in closed session.
 2. Complaints regarding a member of the District's Board of Directors or other elected or appointed District official may be submitted to the General Manager or District's General Counsel.
- ii. Complaints can be made orally or in writing and should include the following information:
 1. The employee's name and position title.
 - b. The name of the person or persons committing the perceived discrimination, harassment, or retaliation, including their title(s).
 - c. The specific nature of the perceived harassment, discrimination, or retaliation, how long it has been going on, and any adverse employment action, demotion, failure to promote, dismissal, refusal to hire, transfer, etc., taken against the victim as a result of the misconduct, if applicable, or any other threats made against the victim as a result of the misconduct.
 - d. Name and position title(s) of witnesses, if any.
 - e. Whether the victim previously has reported such discrimination, harassment, or retaliation, and, if so, when and to whom.
3. Notification to the District is essential. Employees may be assured that they will not be penalized in any way for filing a good faith complaint of potential discrimination, harassment, or retaliation.

ALL EMPLOYEES SHOULD NOTE THAT THE FAILURE TO USE THE DISTRICT'S COMPLAINT PROCEDURE MAY HAVE AN ADVERSE EFFECT ON ANY CLAIM UNDER THIS POLICY IF SUCH CLAIMS ARE LITIGATED.

C. Reporting Obligations

1. Any supervisor who receives a complaint of discrimination, harassment, retaliation, witnesses discrimination, harassment, or retaliation, or has any reason to believe that discrimination, harassment, or retaliation, may have occurred in the workplace is required to report the conduct immediately to the General Manager.
2. A supervisor will be subject to discipline for failing to report offensive conduct that potentially constitutes discrimination, harassment, or retaliation, if the supervisor knew or should have known of the offensive conduct in the normal course and scope of his/her supervisory duties.
3. All other employees who observe or are advised about discrimination, harassment, or retaliation, involving another employee are encouraged to report the conduct to a supervisor or to the General Manager.

D. The District's Response to Reports or Complaints

1. Investigation of Complaints

- a. All incidents of discrimination, harassment, and retaliation that are reported must be investigated appropriately by the District so that corrective and preventive actions can be promptly taken if warranted. The District will promptly undertake or direct an effective, thorough, impartial, and objective investigation of the allegations, which will be conducted by qualified personnel.
- b. The investigation will include obtaining information from the accused and anyone who may have been a witness to the alleged misconduct. Statements made in the course of the investigation will be kept as confidential as practicable.
- c. The District will document each complaint and track each investigation to ensure reasonable progress, timely closure, and reasonable findings based on the evidence collected.

2. Intermediary Measures: Employees may be placed on a leave of absence, or subject to other intermediary measures, until the conclusion of the investigation.

3. Cooperation with the Investigation

- a. The District will not tolerate any employees who interfere with its own internal investigations, or internal complaint procedures, including but not limited to, conducting separate, unauthorized investigations, or jeopardizing the integrity of an investigation, at any time.

- b. All employees involved in a workplace investigation into alleged discrimination, harassment, or retaliation, are required to fully and truthfully cooperate with the investigation. Failure to fully and truthfully cooperate with the investigation is grounds for disciplinary action, up to and including termination.
- c. All employees are prohibited from engaging in retaliation, as defined in Section VI.F., above.

4. District Determination and Corrective Action

- a. The District will make its determination based on the findings of the investigation and communicate that determination to the complaining employee, and to the accused. Parties are not entitled to copies of any notes or other written materials regarding the investigation, as these are considered to be confidential documents.
- b. If it is determined that the accused, or any other employee has violated District policies, appropriate corrective action will be taken. In addition, as part of the District's efforts to remedy the complaining employee's concerns, the complaining employee will be informed in general terms whether corrective action has, or will be imposed against the violator.
- c. The information and definitions set forth in Section VI, above, are based on the legal definitions of discrimination, harassment, and retaliation. In light of the District's duty to prevent such unlawful conduct, and in light of the District's desire to have a professional and productive work environment, the District reserves the right to take appropriate corrective action when an employee engages in inappropriate conduct that does not fully rise to the legal standards or definitions set forth in Section VI of this Policy. For example, the District may take appropriate corrective action for inappropriate conduct, even if such conduct was not subjectively unwelcome or offensive to another employee of the District, or did not involve a legally protected characteristic.

5. Intentionally False Complaints: While the District vigorously defends its employees' right to work in an environment free of discrimination, harassment, and retaliation it also recognizes that false accusations of discrimination, harassment, or retaliation can have serious consequences. Accordingly, any employee who is found, through the District's investigation, to have deliberately and falsely accused another person of discrimination, harassment, or retaliation will be subject to appropriate disciplinary action, up to and including termination.

6. Anonymity and Confidentiality

- a. While the District will investigate anonymous complaints, the District strongly discourages anonymous complaints.
- b. **EMPLOYEES CHOOSING TO FILE A COMPLAINT ANONYMOUSLY MUST BE AWARE THAT ANONYMITY IN THE COMPLAINT PROCEDURE MAY COMPROMISE THE DISTRICT'S ABILITY TO COMPLETE A THOROUGH INVESTIGATION.**
- c. Employees should also be aware that should the District learn of the identity of an anonymous complainant, the District cannot guarantee that his/her identity will remain confidential, if the District determines in its discretion that disclosure is necessary to complete the investigation.
- d. The District will take all reasonable steps available to maintain the confidentiality of all complaints of discrimination, harassment, retaliation, as well as all information gathered during an investigation. However, the District retains sole discretion to determine whether disclosure of information is necessary to complete the investigation.
- e. All employees involved in the investigation of discrimination, harassment, or retaliation complaints as either investigator(s), complainant(s), witness(es), or accused are required to keep all information related to the investigation confidential. Revealing such information is grounds for disciplinary action, except as expressly permitted by law, such as in discussion with a legal or employee representative.

E. Employee's Duty to Disclose Benefits Received:

1. Employees are hereby informed that no supervisor, manager, or officer of the District, or other person or entity doing business with the District, is authorized to expressly or impliedly condition the receipt or denial of any benefit, compensation, or other term or condition of employment on an employee's acquiescence to any sexual demand.
2. To the contrary, all employees are instructed that they must refuse such demands and report them promptly either to their immediate supervisor or to the General Manager. Any employee who is found to have accepted any benefit from the District because he/she submitted to an unreported sexual demand will be disciplined appropriately, including but not limited to, reimbursement for the value of any benefits received. Any employee making such a demand will be similarly disciplined.

I. Additional Enforcement Information:

In addition to the District’s internal complaint procedure, employees should also be aware that the Equal Employment Opportunity Commission (“EEOC”) and the Department of Fair Employment and Housing (“DFEH”) investigate and prosecute complaints of harassment, discrimination, and retaliation in employment.

Employees can contact the EEOC as follows: Employees can contact the DFEH as follows:

Los Angeles District Office
255 East Temple, 4th Floor
Los Angeles, California 90012
800-669-4000 | 800-669-6820 (TTY)
www.eeoc.gov

Bakersfield Office
4800 Stockdale Highway, Suite 215
Bakersfield, CA 93309
800-884-1684 | 800-700-2320 (TTY)
www.dfeh.ca.gov



BEAR VALLEY COMMUNITY SERVICES DISTRICT

28999 South Lower Valley Road • Tehachapi, CA 93561-7460
PHONE 661-821-4428 • FAX 661-821-0180

ATTACHMENT B

DRUG-FREE WORKPLACE POLICY

A. Purpose.

1. It is the goal of the District to create a healthy and safe working environment in order to deliver the best and most efficient service to the citizens of the District. It is the responsibility of all District employees to cooperate in efforts to protect the life, personal safety, and property of co-workers and fellow citizens.
2. Substance abuse has been found to be a contributing factor to absenteeism, substandard performance, increased potential for accidents, poor morale, and impaired public relations. It is the goal of this policy to prevent substance abuse, including alcohol abuse, in the workplace by clearly stating employee responsibilities relative to substance abuse and by providing managers and supervisors with guidelines and procedures for the detection of such abuse and the enforcement of related rules. Employees must, therefore, take all reasonable steps to abide by and cooperate in the implementation and enforcement of these policies and regulations.
3. The District encourages employees who believe that they may have a drug or alcohol problem to voluntarily seek counseling, assistance, and/or rehabilitation, and will be supportive of those employees who voluntarily seek help before the District discovers that the employee has a drug or alcohol problem. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance through the District's Employee Assistance Program (E.A.P.) However, the District will be equally firm in identifying and disciplining those employees who are substance abusers and do not seek help.
4. Alcohol and/or drug abuse will not be tolerated on or off the job for any employee, and disciplinary action, up to and including termination, will be used as necessary to achieve the goal of eliminating substance abuse in the workplace.
5. As required by the Drug-Free Workplace Act of 1988, this policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of District managers and employees/officers. To that end, the District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's or officer's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All employees and applicants should be aware that violations of this policy may result in discipline, up to and including termination, or in not being hired.

B. Applicability

1. This policy applies to all employees, officers, and volunteers involved in the operations of the District, as well as all applicants for positions with the District. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an individual's ability to effectively and safely perform the functions of the job.
2. Certain District employees may be subject to the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. No. 102-143, 105 Stat. 952, as amended) which requires alcohol and drug-testing of safety-sensitive transportation employees who are required to have a commercial driver's license (49 CFR Parts 40, 382, 391, 392, and 395, as amended). To comply with Department of Transportation ("DOT") regulations, the District participates in a random testing program through a consortium.
3. District employees who are "covered employees" as defined in the District's Policy for Commercial Drivers are covered by this policy, except to the extent that it conflicts with the Policy for Commercial Drivers or with the Omnibus Transportation Employee Testing Act of 1991, as amended, the Federal Highway Administration Regulations, as amended, Federal Motor Carrier Safety Administration, as amended, or any other applicable Department of Transportation Agency regulations governing drug and alcohol testing of covered employees.

C. Responsibility.

It is the responsibility of all employees to understand and abide by the provisions of this policy. It shall be the responsibility of managers and supervisors to ensure that all employees abide by the provisions of this policy.

D. Definitions.

1. Alcohol or Alcoholic Beverage: Any liquid containing ethyl alcohol (ethanol) and/or any beverage that has alcoholic content in excess of .5% by volume.
2. Applicant: Any person applying for employment with the District who has been extended a conditional offer of employment.
3. General Manager: The General Manager or his/her designee.
4. Controlled Substance: Any drug that is classified by the federal Drug Enforcement Administration into the five schedules or classes on the basis of their potential for abuse, accepted use, and accepted safety under medical supervision. Examples of controlled substances include, but are not limited to, marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, and phencyclidine (PCP).
5. Drug(s): Any substance (other than alcohol) or metabolite capable of altering the mood, sensory perception, cognitive abilities, motor skills, reaction time, rationality or judgment of the individual in whose body it is present. The term "drug" refers to both Legal and/or illegal drugs, as defined herein.
6. Drug Paraphernalia: Any device or instrument used for injecting, smoking, consuming, or otherwise administering a controlled substance or legal and/or illegal drug, which

includes, but is not limited to the items set forth in California Health and Safety Code section 11364.

7. Employee: For purposes of this policy, “employee” shall include volunteers and officials as well as all employees of the District.
8. Human Resources: For purposes of this policy, “Human Resources” shall mean the Human Resources Manager or other authorized personnel.
9. Illegal Drug: A controlled substance, a legal drug which has not been legally obtained, or a legal drug which was legally obtained, but that is being sold or distributed unlawfully.
10. Impaired: Diminished capacity, ability, mental acuity, or performance.
11. Intoxicant: Any substance (including alcohol or alcoholic beverages) or metabolite capable of altering the mood, sensory perception, cognitive abilities, motor skills, reaction time, rationality, or judgment of the individual in whose body it is present.
12. Legal Drug: Any drug, including any prescription drug or over the counter drug, that has been legally obtained and that is not unlawfully sold or distributed.
13. Prescription Drug: Any substance lawfully prescribed by a licensed or regulated professional for consumption or use.
14. Reasonable Suspicion: A belief based upon objective facts, evidence, or other indicators sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee’s ability to perform the functions of the job is impaired or so that the employee’s ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:
 - a. Slurred speech;
 - b. Alcohol odor on breath;
 - c. Unsteady walking and movement;
 - d. Physical impairment (e.g., glassy eyes, eye dilation, shaking, or erratic movement);
 - e. An accident involving District property that provides a reasonable basis to believe that the accident was likely to have been caused by impairment from drugs or alcohol;
 - f. Physical altercation;
 - g. Verbal altercation;
 - h. Unusual behavior;
 - i. Job impairment;
 - j. Possession of alcohol or drugs; or
 - k. Information obtained from a reliable source with personal knowledge.

Supervisors and managers who have reasonable suspicion to believe that an employee is in violation of this policy shall report the employee to Human Resources.

15. Under the Influence of Drugs or Alcohol: The use or misuse of any of the following in a manner and to a degree that impairs the employee’s work performance or ability to use District property or equipment safely:

- a. Any alcohol or alcoholic beverage;
- b. Any illegal drug or substance; or
- c. Any legal drug.

E. Policy.

1. No Right of Privacy. The District respects the individual privacy of its employees. However, employee privacy does not extend to the employee's use of District-provided equipment, supplies, or property. Employees should be aware that the terms of this policy limit their privacy in the workplace. Furthermore, employees should have no reasonable expectation of privacy with respect to District property, which may be searched at any time.
2. Employee Responsibilities:
 - a. Employees must sign and submit to Human Resources the Acknowledgement of Receipt of Drug-Free Workplace Policy (attached to this policy), noting specifically that the employee has read, understood, and agreed to abide by the provisions of this policy as a condition of continued employment.
 - b. Employees shall not report to work or be subject to duty while under the influence of alcohol. Employees shall not consume, use, possess, or be under the influence of alcohol or alcoholic beverages while on District premises, on District property, or in a District vehicle or at any time while on duty, during meal or rest periods, while on-call, while on stand-by, or while wearing a District uniform.
 - c. This policy is not intended to prevent an employee from possessing alcoholic beverages in sealed containers in his/her personal vehicle. Nor is this policy intended to prevent presentation of alcohol as a gift where otherwise permitted under District policy.
 - d. Employees shall not consume, use, possess, or be under the influence of drugs or other intoxicants while on District premises, on District property, or in a District vehicle or at any time while on duty, during meal or rest periods, while on stand-by, or while wearing a District uniform.
 - e. Employees shall not report to work or be subject to duty while under the influence of a legal drug whenever the use of the legal drug might do any of the following:
 - i. Endanger the safety of the employee or another person;
 - ii. Pose a risk of significant damage to District property or equipment;and/or
 - iii. Substantially interfere with the employee's job performance or the safe or efficient operation of the District's business or equipment.
 - f. Employees shall notify their supervisor, before beginning work, when taking any medication or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of District equipment. Employees shall not use prescription drugs, or any other legal drugs, in a manner that impairs their ability to perform their job properly and safely. Furthermore,

prescription, and other legal drugs, shall be used only in the manner, combination, and quantity prescribed or otherwise indicated by the manufacturer. No prescription drug shall be brought upon District premises by any person other than the person for whom the drug is prescribed.

- i. The District reserves the right to prohibit on-the-job use of any prescription or other legal drug for safety reasons. An employee who is unsure if a drug might impair his or her ability to perform the job properly and safely, must advise his or her supervisor of the potential concern before beginning work. In doing so, employees are not required to disclose the name of a medication or the medical reason for taking the drug, but may instead focus on the potential for impairment in relation to assigned job duties.
 - ii. Employees shall provide, within 24 hours of a request, bona fide verification of a current, valid prescription for any potentially impairing drug or medication identified when a drug test is positive. The prescription must be in the employee's name.
 - iii. Recreational and Medical Marijuana. The District recognizes that the State of California has legalized the use of marijuana for recreational and certain medical uses. However, in accordance with state and federal law, the District treats recreational and medical marijuana the same as any other drug that is subject to regulation under this policy. Moreover, although the use of marijuana is legally permissible in the State of California, it remains a prohibited and controlled substance under federal law. The District reserves the right to take disciplinary action under this policy when marijuana is the drug involved, whether it is used for medicinal or non-medicinal purposes, and whether or not it has been prescribed for the employee's use.
- g. Whether done directly by an employee or through the use of a third party, providing, storing, marketing, manufacturing, selling, offering to sell, trading, and distributing alcohol, drugs, or other intoxicants is strictly prohibited on District premises, on District property, or in District vehicles, and during any on-duty time, during meal or rest periods, while on-call, while on stand-by, or while wearing a District uniform.
- h. Whether done directly by an employee or through the use of a third party, providing, storing, marketing, manufacturing, selling, offering to sell, trading, and distributing of drug paraphernalia, equipment, or substances that can be used for the manufacture, storage, distribution, or use of drugs or alcohol is strictly prohibited on District premises, on District property, or in District vehicles, and during any on-duty time, during meal or rest periods, while on-call, while on stand-by, or while wearing a District uniform.
- i. The possession and use of such items by employees is also prohibited unless expressly permitted by a supervisor or manager for legitimate business reasons.

- i. Employees shall submit to an alcohol and/or drug test, and comply with any required follow-up procedures, when directed to do so by the District in accordance with the guidelines set forth in this policy.
 - j. Employees must provide written notice to Human Resources within five (5) days of any conviction based on violation of any criminal drug statute due to conduct in the workplace or while on District business. Such filing shall be required whether or not the conviction has been or will be appealed. Convicted employees are subject to discipline for conduct in violation of District policy, up to and including termination.
 - k. Failing to comply with any aspect of the District's drug or alcohol testing procedures as set forth in this policy, or otherwise engaging in conduct in violation of District policy, is grounds for discipline, up to and including termination.
3. District Responsibilities:
- a. Supervisors and managers shall notify Human Resources when they have reasonable suspicion to believe that an employee may have violated the provisions of this policy and shall document in writing the facts constituting the basis for reasonable suspicion. Where feasible, supervisors and managers shall use the District's form.
 - i. Where feasible, the employee's behavior should also be separately observed and documented by another manager or supervisor.
 - ii. Additionally, where criminal activity is suspected, the appropriate law enforcement agencies or authorities must be notified.
 - b. Human Resources may then direct an employee to submit to a drug and/or alcohol test in accordance with the guidelines set forth herein. The employee will be detained for a reasonable time until he or she can be safely transported for testing.
 - c. Whenever an employee refuses an order to promptly submit to a drug or alcohol test upon appropriate request, the employee shall be reminded of the requirements of this policy and the disciplinary consequences for his/her refusal. Such refusal may also be considered insubordination and is grounds for disciplinary action up to and including termination.
 - d. The District may also initiate an investigation at any time when Human Resources has reason to believe that any violation of this policy has occurred. The investigation may include resources or individuals external to the organization. Regardless, all employees are required to cooperate with any District initiated investigation. The failure to do so may result in disciplinary action up to an including termination.
 - i. Employees must not physically search the person of another employee, nor may they search the personal possessions of another employee without that employee's consent or without instruction from Human Resources or law enforcement.

- ii. Upon completion of the investigation, Human Resources will determine what action, if any, is to be taken, and will be administered in accordance with applicable District policy.

4. Alcohol and Drug Testing Guidelines:

a. Drug Testing: Employees subjected to a drug test shall be tested by submitting to a urinalysis test. The urinalysis test will be administered by the medical facility designated by the District, according to its testing protocol.

b. Alcohol Testing: Employees subjected to an alcohol test shall be tested by submitting to a breathalyzer test. The breathalyzer test will be administered by the medical facility designated by the District, according to its testing protocol.

c. Pre-Employment Testing:

i. Applicability: Certain pre-employment physical examinations for applicants shall include drug and alcohol testing. No drug and/or alcohol test shall be administered prior to the applicant receiving a conditional offer of employment. Only positions that present a “special need” for drug and/or alcohol testing will be subject to this section. The District shall designate whether the position presents a “special need” in the job announcement and/or job description. For purposes of pre-employment drug/alcohol testing, “special need” shall be defined to include the following categories of positions:

1. Safety-Sensitive: Safety-sensitive positions include those positions with duties that are fraught with such risks to others that even a momentary lapse of attention can have disastrous consequences.
2. History of Drug/Alcohol Use: Positions that have a history of drug or alcohol use include those where the District has established the existence of documented problems with drug use by employees in a particular position or particular department.
3. Otherwise Required or Permitted by Applicable Law: Positions such as “Covered Employees” under the District’s policy for Commercial Drivers (as addressed in Section II, above) and other positions for which applicable state or federal law requires pre-placement testing, or for which the District reasonably determines a special need for testing exists in accordance with applicable state or federal law.

ii. Results: A positive result for a drug and/or alcohol analysis may result in the applicant not being hired. If a drug screen is positive at the pre-employment physical, the applicant may be requested to provide, within 24 hours of the request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant’s name, or if the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the

applicant's ability to perform the job duties, the applicant may not be hired.

d. Alcohol/Drug Testing of Employees:

- i. Cause: With the exception of the pre-employment drug and alcohol tests, employees shall only be required to submit to drug and/or alcohol tests under this policy in the following circumstances:
 1. Following the reasonable suspicion determination that an employee is under the influence of alcohol or drugs while on the job or subject to being called to the job in accordance with this policy.
 2. Following the reasonable suspicion determination that an employee is in possession of drugs or drug paraphernalia in violation of this policy.
 3. While receiving medical treatment, other than first aid, after suffering a work-related injury in circumstances that present reasonable suspicion.
 4. When the employee is subjected to Return to Duty and/or Follow-Up Testing following the employee's return from rehabilitation and/or treatment.
- ii. Prerequisite: Prior to the administration of any drug and/or alcohol testing, the District's designated physician, the designated medical facility, and/or Human Resources shall attempt to obtain from the employee to be tested a completed and signed consent form. This form will provide the employee's consent in writing to physical and/or psychological examination and testing and will authorize the release of such information to the District. Refusal by the employee to sign a consent form when requested to do so is considered insubordination and may be grounds for disciplinary action, up to and including termination.
- iii. Interference with a Required Test: An employee will be subject to the same consequences as a positive test if he or she:
 1. Refuses the screening or test, by engaging in behavior such as refusal to provide a urine specimen, body fluid specimen, hair or breath sample without a valid medical explanation; a verbal declaration of refusal; or physical absence;
 2. Adulterates, dilutes, contaminates, or tampers with the specimen, or attempts to do so;
 3. Substitutes the specimen with that of another person, or sends an imposter to provide a specimen, or attempts to do either act;
 4. Refuses to sign the required forms or documentation; and/or

5. Otherwise refuses to cooperate in the testing process in such a way that prevents conducting or completion of the test.

iv. Results: If a drug screen is positive, the employee may be requested to provide, within 24 hours of the test results, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name.

5. Voluntary Assistance or Rehabilitation

- a. General: The District encourages those employees who think that they may have a problem with drugs and/or alcohol to seek assistance and rehabilitation at an early date, prior to notification of alcohol/drug testing and/or prior to discovery by the District of the employee's prohibited drug and/or alcohol use. The District reserves the right to discipline employees, up to and including termination, who are discovered to have engaged in prohibited use of drugs and/or alcohol, and who do not come forward for help prior to the District's discovery of misconduct or prior to the District's notification or demand that the employee must submit to a drug and/or alcohol test.
- b. Employee Assistance: The Employee Assistance Program (E.A.P.) is available to assist employees in their efforts to overcome problems with drugs and/or alcohol. Information pertaining to such programs may be obtained by direct contact with the E.A.P. agency or by contacting Human Resources.
- c. Voluntary Referral: If done prior to the District's discovery of or request for a drug or alcohol test, an employee's effort to voluntarily seek treatment or rehabilitation for the first time, will not be used as the basis for disciplinary action. However, the District may in such cases require employees to comply with the provisions of the Last Chance Agreement and Follow-Up Testing.
- d. Leave: If necessary, the employee may be granted a leave of absence without pay in order to participate in treatment and/or rehabilitation. Such a leave of absence shall be unpaid and subject to the requirements of applicable District policies and personnel rules regarding unpaid leaves of absences. The District reserves the right to deny such leave in accordance with applicable state or federal law if granting the leave would impose an undue hardship on the District.
- e. Last Chance Agreement: Employees who undergo voluntary treatment and/or rehabilitation due to use or abuse of alcohol or drugs in violation of this policy, and are not otherwise subject to termination, will be required to sign a Last Chance Agreement as a condition of continued employment. In doing so, the employee promises to complete the treatment and/or the rehabilitation program and to comply with other terms stated therein, including obtaining negative results from Return to Duty and/or Follow-up testing. If the employee violates the Last Chance Agreement, he/she will be subject to additional disciplinary action up to and including termination.

6. Consequences for Positive Tests

- a. Discipline: Employees who receive a confirmed positive drug and/or alcohol test result, or are otherwise subject to consequences of a positive test under this policy, will be subject to discipline, up to and including termination.
- b. Discretionary Leave: Employees who are not terminated may be granted a leave of absence without pay in order to participate in treatment and/or rehabilitation. Such a leave of absence shall be unpaid and subject to the requirements of applicable District policies and personnel rules regarding unpaid leaves of absences. The District reserves the right to deny such leave in accordance with applicable state or federal law if granting the leave would impose an undue hardship on the District.
- c. Last Chance Agreement: Employees who are not terminated will be required to sign a Last Chance Agreement as a condition of continued employment. In doing so, the employee promises to complete any treatment and/or rehabilitation program required by the District and to comply with other terms stated therein, including Return to Duty and/or Follow-up testing. If the employee refuses to sign the Last Chance Agreement or violates the agreement, he/she may be subject to disciplinary action up to and including termination.
- d. Return to Duty and Follow-up Testing: Following successful rehabilitation or assistance and before returning to duty, an employee must pass a return to duty drug and/or alcohol test, and/or submit to follow-up testing, as set forth in the Last Chance Agreement.
- e. Confidentiality: Laboratory reports and/or test results shall not appear in an employee's general personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of Human Resources. The reports or test results may be disclosed to supervisors on a strictly need-to-know basis and to the tested employee upon request.

Disclosures, without employee consent, may also occur when:

- i. The information is compelled by law or by judicial or administrative process;
 - ii. The information has been placed at issue in a formal dispute between the District and the employee;
 - iii. The information is to be used in administering an employee benefit plan;
or
 - iv. The information is needed by medical personnel for the diagnosis or treatment of the employee, when he/she is unable to authorize the disclosure.
- f. Disciplinary Action: Disciplinary action, up to and including termination, may be taken against an employee for any violation of this policy, including, but not limited to the following reasons:

- i. Failure to comply with any of the Employee Responsibilities set forth in this policy.
- ii. Positive results from a drug and/or alcohol test.
- iii. Refusal to be tested in accordance with this policy.
- iv. Violation of a Last Chance Agreement.
- v. Violation of Return to Work testing requirements as set forth in Section d.

F. Constitutionality.

It is the intent of this policy statement to conform to state and federal constitutional guarantees. Should any provision of this policy statement not conform to statutory, constitutional or court restrictions, such non-conformance shall no longer be enforced.



BEAR VALLEY COMMUNITY SERVICES DISTRICT

ATTACHMENT C

Bear Valley Community Services District INJURY & ILLNESS PREVENTION PROGRAM

Provided under separate cover.



BEAR VALLEY COMMUNITY SERVICES DISTRICT

ATTACHMENT D

VEHICLE USE POLICY

A. Introduction.

Bear Valley Community Services District is committed to safe, accident-free driving. Every District employee who drives a vehicle as part of their employment is responsible for its safe operation and condition. Drivers must practice defensive driving and take every possible precaution to avoid accidents.

It is the District practice that in order to perform District business, employees are allowed to drive vehicles that belong to the District.

This policy addresses employee responsibilities, restrictions, and safety directives. Failure to comply with the provisions of this policy will result in revocation of further District vehicle use privileges and possible disciplinary action.

B. Use of a District Vehicle

1. Employees of the Public Works and Police Departments will normally use a District vehicle while on duty. Operators of District vehicles are responsible for the safe operation and cleanliness of the vehicle.
2. District vehicles are intended to be used for job-related travel. This includes driving to job sites and meetings. Any departure from this provision must be authorized by the Department Head.
3. All drivers are required to perform vehicle inspections at regular intervals established by the supervisor or Department Head. The driver is to notify the supervisor of any hazardous or unsafe conditions.

C. Driver's License

It is a condition of employment that employees who drive District vehicles maintain at minimum a Class C driver's license. The District retains the right to transfer, suspend or terminate an employee whose job duties require him or her to drive, if the employee's driver's license is revoked, or the employee is uninsurable under the District's policy.

D. Passengers

No driver may pick up or transport non-employees while in a District vehicle or on District business without prior approval from their supervisor unless there is a work-related need to do so.

E. Use of Seat Belts

The use of seat belts and shoulder harnesses is mandatory for operators and passengers of District Vehicles. The driver is responsible for ensuring that there is a seat belt for all passengers and that all passengers are wearing a seat belt while the vehicle is in motion. Coworkers or any other passenger are not allowed to ride in the back of a pickup.

Exception: Seatbelts are not required for short intervals of travel, such as travel between properties on meter reading routes.

F. Headlights

For vehicles so equipped, headlights must be turned on for safety whenever the vehicle is in operation. During inclement weather where visibility is diminished, such as rain, snow or fog, headlights must be turned on for all vehicles when in operation.

G. Use of Cell Phones or Handheld Electronic Devices

Refer to Rule VIII.H.3 of District Personnel Policies – Safety Issues for Cell Phone Use.

1. All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of cellphones at all times.
2. Employees whose job responsibilities include regular or occasional driving and who are issued a cellphone for business use are expected to refrain from using their phone while driving; use of a cellphone while driving is not allowed by the District. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are required to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Exceptions will be made for public safety personnel in emergency situations.
3. Reading or sending text messages while driving is strictly prohibited.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

H. Moving and Parking Violations

Employees are responsible for any moving and parking violations and fines which may result when operating a District vehicle.

I. Use of Personal Vehicles

1. Employees may, with the authorization of their Department Head, use their personal vehicle for District business. The employee must follow the same rules as if driving a District vehicle as listed in this policy or any others that pertain to this topic.
2. Employees driving their personal vehicle on District business will be reimbursed at the rate established by the IRS. Employees are not reimbursed for their normal commute mileage, as defined by the IRS.

J. Take Home Vehicles

District vehicles may be issued to certain employees whose use of a take home vehicle serves the needs of the District. The District retains sole discretion in determining whether an employee will be issued a take home vehicle. When District vehicles are taken home, the following practices are to be followed:

1. The vehicle may not be used for private purposes.
2. All District vehicles parked at a private residence must be parked off the street and locked. If no off-street parking is available, special permission must be obtained from the General Manager.
3. Vehicles may only be used for the purpose for which they are intended. The exception is for routine, necessary errands which the employee may need to perform while driving the vehicle home or to a work location.
4. Personnel must keep their District-issued Personal Protective Equipment in the vehicle.
5. Personnel are responsible for the cleanliness and appearance of their assigned vehicle.

K. Additional Safety Directives

1. Any employee driving a District vehicle or driving on District business must observe all safety, traffic, and vehicle laws of this state.
2. Drivers should refrain from consuming food while operating a District vehicle.
3. No driver may consume alcohol or illegal drugs while driving a District vehicle, while on District business, while in a District vehicle, or prior to the employee's shift.



BEAR VALLEY COMMUNITY SERVICES DISTRICT

ATTACHMENT E

ELECTRONIC COMMUNICATIONS SYSTEM POLICY

A. Introduction.

Bear Valley Community Services District provides and maintains the following forms of electronic communication, messaging agents and electronic facilities: internal and external electronic mail (e-mail), telephones, voice mail, internet access, and computer hardware and software. As a condition of providing this technology, the District imposes certain restrictions on its workplace use and restricts such use to District business purposes.

This policy must be followed in conjunction with other District policies governing appropriate workplace conduct and behavior. Bear Valley Community Services District complies with all applicable federal, state and local laws as they concern the employer/employee relationship, and nothing contained herein should be construed to violate any of the rights or responsibilities contained in such laws. Nothing in this policy should be construed to prohibit conduct that is expressly permitted or protected under applicable federal, state or local laws.

B. Use of Communications Systems

1. The internal communication systems, as well as the equipment and data stored and used for such systems are, and remain at all times, District property.
2. All messages and files created, sent, received or stored within the system should be related to District business and are, and will remain at all times, the property of the District.
3. System or District-wide distribution of e-mail or other electronic messages (announcements, bulletins, etc.) requires approval of a Department Head or higher in advance of the distribution.
4. Personal use is strictly limited to inoffensive, non-obstructive and non-disruptive uses, with District approval. The District, in its sole discretion, will determine at what point personal use of District electronic communications systems becomes obstructive or disruptive and will take action accordingly.

C. Rules and Prohibitions

1. The General Manager will designate which individuals and consultants will serve as System Administrator(s) for the District Electronic Communication System.
2. It is not possible to identify every standard and rule applicable to the use of electronic communications devices. Employees are therefore required to utilize sound judgment and professionalism whenever using any feature of the communications systems. In order to offer employees some guidance, the following rules apply and the activities identified below are strictly prohibited. Any employee who uses any electronic communications device in a

manner that violates the District policies will be subject to disciplinary action, up to and including termination of employment.

- a. Employees must adhere to the District's Prevention and Correction of Harassment, Discrimination and Retaliation Policy against unlawful harassment, including sexual harassment. This policy extends to the use of computers, the internet, and any component of the communications systems. In keeping with that policy, employees may not use any electronic communications device in a manner that would violate that policy. For example, employees may not communicate messages that would constitute sexual harassment, may not use sexually suggestive screen savers, and may not receive or transmit pornographic, obscene, or sexually offensive material or information.
- b. Employees may not intentionally access internet sites that contain pornography, exploit children or are considered to be offensive.
- c. Employees may not send obscene, pornographic, profane, defamatory, harassing (including sexually harassing), illegal, discriminatory or offensive communications, including but not limited to e-mail, to any employee, supervisor, member of the public, whether or not the employee believes that the material is offensive to the individual to whom it is being sent.
- d. Employees may not use any electronic communications device for prohibited political purposes consistent with applicable law, including, but not limited to political messages, commentary or transmissions.
- e. Employees may not use any electronic communications device for a purpose that is found to constitute, in the District's sole and absolute discretion, a commercial use that is not for the direct and immediate benefit of the District.
- f. Employees may not use any electronic communications device for any purpose that is competitive, either directly or indirectly, to the interests of the District or for any purpose that creates an actual, potential or apparent conflict of interest with the District.
- g. Employees may not use any electronic communications devices in a manner that violates the District's no solicitation rule. The District's policies against improper solicitations and distribution extend to the communications systems.
- h. Employees may identify all communications as "privileged and confidential" or "attorney/client" privilege when it is accurate and appropriate to do so. In this manner, the District can assert any protections, privileges, and rights relating to communications if it becomes necessary to do so.
- i. Employees may not use another user's name and/or account without express permission of the Systems Administrator.
- j. Employees may not access the District's computer systems remotely unless specifically authorized by the General Manager and initiated by the Systems Administrator.
- k. Employees may not utilize personal disks, drives or software on the District computer systems without the written approval of the General Manager or the Systems Administrator.

- l. Employees may not use any personal peripheral on any part of the District's computer systems. Peripherals include, but are not limited to, external drives of any kind, any type of memory device, cameras, microphones, and any other physical thing that can be connected to a computer by any means.
 - m. Employees may not engage in any activity to compromise any aspect of security of the District's computer systems or engage in any activity which unreasonably disregards the risk of compromising the security of the District's computer systems.
 - n. Employees may not use the District's computer systems in any manner that violates any other District policy, or any local, state, or federal law.
3. Vandalism. Vandalism includes, but is not limited to, uploading of computer viruses and altering the appearance or operational characteristics of any network system. Any employee found to have vandalized any electronic communications system or device will be denied further access and will be subject to discipline, up to and including termination.
 4. Security. Security on any computer system is a high priority. Any employee identifying a security problem must notify the Systems Administrator at once. Any employee identified as a security risk due to activity on the internet or any other communications system will be denied access and subject to disciplinary action, up to and including termination.
 5. Concerns. Any employee who feels they have been exposed to offensive material via the District computer system, who feels there is offensive material on the computer system, or who otherwise wishes to raise concerns regarding electronic communications, should immediately bring the matter to the attention of his or her supervisor or the General Manager.
 6. Exceptions. If it is necessary for an employee of the District to carry out his or her duties, in furtherance of the needs and objectives of the District, to use District computer systems in a manner that would otherwise be considered an inappropriate use, such use shall not be considered inappropriate, if there is a legitimate District-related basis for such use and such use is carried out only to the extent necessary to further the needs and objectives of the District. There will be absolutely no tolerance for an abuse of this exception by any District employee. If an employee abuses this exception, the employee's use of the District computer systems will be treated as an inappropriate use. Such use must be authorized by the Board, the General Manager or the Chief of Police.
 - a. Information, files, etc. obtained pursuant to this exception maynot, once obtained, be inappropriately used.
 - b. This exception does not authorize any action that is illegal or unethical, regardless of whether such action is engaged in to further the needs and objectives of the District.
 - c. This exception does not authorize any action which could compromise the security of the District's computer systems.

D. District Access

1. The District retains the right and ability to enforce this policy and to monitor compliance with its terms. While computers and other electronic devices are made accessible to employees to assist them to perform their jobs and to promote the District's interests, all

such computers and electronic devices, whether used entirely or partially on the District's premises or with the aid of District equipment or resources, must remain fully accessible to the District and, to the maximum extent permitted by law, will remain the sole and exclusive property of the District.

All electronic communications related to the conduct of District business are subject to District policies and all state and federal laws, including but not limited to the California Public Records Act, open meeting laws, and the federal Electronic Communications Privacy Act.

2. No Expectation of Privacy. Employees should not maintain any expectation of privacy with respect to information transmitted over, received by, or stored in any electronic communications device owned, leased, or operated in whole or in part by or on behalf of the District. The District retains the right to gain access to any information received by, transmitted by, or stored in any such electronic communications device, by and through its agents, employees, or representatives, at any time, either with or without an employee's or third party's knowledge, consent or approval.
3. Passwords. The District, at any time, may require employees who are provided access to computers to provide to the General Manager, in writing, any password they use to gain access to computer or the Internet as well as any changes to such password. The District will keep copies of passwords. Employee passwords are accessible to the District's IT provider and the System Administrator. The existence or use of passwords does not imply that communications are confidential.

E. Guidelines for the Appropriate Use of Email and Other Forms of Communication

When using District e-mail and other forms of electronic communication, appropriate workplace etiquette must be observed. The guidelines for appropriate and effective e-mail and other forms of electronic communication include:

1. Communicating urgent matters for immediate response, communicating with several people quickly or communicating other time-sensitive matters.
2. Keeping all messages as brief as possible to minimize reading time, thereby keeping communication efficient.
3. Using the simple rules of who, what, when, where and why to answer any anticipated questions.
4. Avoiding sensitive subject matter that should be addressed in person, if possible.
5. Checking message content for accuracy and good business writing style (i.e., using correct grammar, spelling and punctuation).
6. Following up when a response is expected or requested and has not been received in a timely manner.
7. Reading all messages and responding when requested or expected.
8. Avoiding the use of all capital letters.
9. Avoiding the "reply all" function (i.e., systemwide distribution) when not necessary or intended.
10. Saving, printing or deleting messages after reading to avoid using the e-mail server or other electronic device as permanent storage in a manner consistent with the District's records retention policies.

F. Guidelines for the Appropriate Use of the Internet

Though the District encourages employee use of the internet, its use is restricted to the following:

1. Communicating with employees, vendors or clients regarding matters within an employee's assigned duties.
2. Acquiring information related to, or designed to facilitate, the performance of regularly assigned duties.
3. Facilitating performance of any task or project in a manner approved by an employee's supervisor.

G. Prohibited Use of E-mail, Voice Mail, Internet and Other Electronic Communications

1. E-mail, voice mail and other electronic communications transmitted on District equipment, systems or networks may not contain any content that would reasonably be considered offensive, harassing or disruptive to another individual. Offensive content would include sexual comments or images, racial slurs, gender-specific comments, or any comments that might be construed as offensive by a reasonable person on the basis of race, age, sex, sexual orientation, religious or political beliefs, national origin, or disability.
2. Regarding internet and e-mail access and use, employees should be advised that the use of District-provided internet and e-mail for the following activities is expressly prohibited:
 - a. Dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws.
 - b. Sending, receiving, printing or otherwise disseminating proprietary data, trade secrets or other confidential information of the District or its business counterparts in violation of policy or proprietary agreements.
 - c. Using offensive or harassing statements or language, including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.
 - d. Sending or soliciting sexually oriented messages or images.
 - e. Operating a business, usurping business opportunities, soliciting money for personal gain or searching for jobs outside the District.
 - f. Sending chain letters or e-mails.
 - g. Gambling or engaging in any other activity in violation of local, state or federal law.
 - h. Circulating jokes, comics or non-job-related computer graphics.

I. Compliance

Employees who violate any aspect of this policy or who demonstrate poor judgment in the manner in which they use any electronic communications device may be subject to disciplinary action, up to and including termination. Employees who have any questions regarding this policy should bring them to the immediate attention of the General Manager.



BEAR VALLEY COMMUNITY SERVICES DISTRICT

ATTACHMENT F

EMPLOYEE DEVELOPMENT, TRAINING, AND REIMBURSEMENT POLICY

A. Objective.

Bear Valley Community Services District recognizes the importance of training and developing our staff and understands that our employees are the key to our success. The District, therefore, encourages all employees to be continually improving their skills and abilities both through on-the-job and off-the-job training.

The District further believes that training and development of staff provides benefits both to its employees in terms of their overall career and prospects for advancement as well as being central to the fulfillment of the District's mission.

In support of these goals, the District has adopted this policy which applies to all full-time District employees. This policy covers costs associated with:

- Professional exams and exam preparation courses.
- Certificate programs and credentials.
- Courses offered by an accredited institution, including e-learning.
- Workshops, seminars and conferences.
- Membership in professional organizations.
- Magazine subscriptions.

These guidelines are discretionary and not an entitlement or benefit of employment, and are subject to annual budgets established for education, training and memberships.

B. Memberships.

Employees may be permitted to join professional associations with membership fees paid by the District under the following circumstances:

1. The association must have a direct relationship to the job the employee performs.
2. The employee must demonstrate the benefits to be gained as a result of such membership.
3. The request must be presented to the employee's supervisor for prior approval.
4. Requests for additional memberships may be permitted, subject to the General Manager's approval.

C. Training.

Employees may be permitted to attend off-site seminars, trainings, conferences or workshops that will be paid for by the District under the following circumstances:

1. The event to be attended must have a direct relationship to the job the employee performs.
2. For work scheduling purposes, the employee's request for attendance must be received well in advance, but, in general, at least one month prior to the event.
3. Supervisor approval is dependent on factors such as budget, the ability of the department to function in the employee's absence, and the relevance of the activity to either the employee's current position or their professional development plan. In all cases, participation in development activities should not interfere with the effective performance of job responsibilities.
4. If an employee participates in job-related training and professional development activities during a scheduled work day, it will be considered work time. Professional development and training activities outside of and in addition to regular work hours for non-exempt employees require approval in advance from their supervisor because the activities are considered regular work hours for overtime compensation purposes.
5. Requests for attendance at multiple training and professional development activities or events in any calendar year may be permitted, subject to the General Manager's approval.

D. Examinations & Certifications.

The District will cover initial expenses for employees to obtain and maintain licenses, certifications, and examinations to obtain such credentials under the following circumstances:

1. The employee and the employee's supervisor have agreed upon this course of advancement as part of the annual evaluation, or other periodic review process.
2. The certification is directly relevant to the employee's current job responsibilities or planned career progression.
3. The District will not pay for an employee to retake a course or take a second exam if the employee fails to receive a passing score the first time. The District may, at its discretion, reimburse expenses for a subsequent, successful attempt.

E. Tuition Reimbursement.

Upon proof of successful completion, the District will reimburse employees for one-half the cost of tuition and required textbooks under the following circumstances:

1. The course of study is approved in advance by the General Manager.
2. The course of study is directly relevant to the employee's current job responsibilities or planned career progression, and is undertaken at an accredited institution.
3. Final course grade of C or better (or B or better for post-graduate programs) will constitute successful completion.

F. Travel Expenses.

1. Lodging: Employees required to travel for approved job-related training and professional development activities are expected to select reasonably priced lodging accommodations and

will be requested to justify charges that appear to be excessive. All claims for lodging reimbursement must be supported by original receipts that show:

- The name of the hotel
- The number of occupants
- The goods or services for which each individual charge is made (room rental, food, tax, etc.)

Lodging expenses may be directly billed to the District, paid directly by the District or reimbursed to the employee according to the specific needs and capabilities of the providers. Employees must receive prior approval from their supervisor prior to booking. Employees are expected to book lodging that is reasonable and relevant for the specific destination, time of year and business purpose. Further justification may be required for expenses that appear to be excessive. State or government rates should be utilized when available.

2. Meals: Meals will be reimbursed according to the current rates established by U.S. General Services Administration for California.
 - Itemized receipts must be submitted and only actual expenses will be reimbursed.
 - The District will not reimburse for the purchase of alcohol.
 - Tips are included in the cost of each meal.
3. Mileage: The District will reimburse employees for business use of personal vehicles at the then current IRS standard mileage rate.
4. Per Diem: In lieu of actual expense reimbursement, a per diem allowance for meals, lodging and/or incidental expenses may be provided with advance approval from the General Manager.

G. Procedure.

1. The employee must submit a professional development request form and forward it to his or her supervisor. If approved, the supervisor will send the form to the Department Head and human resources (HR).
2. The employee may incur expenses only after receiving approval from the Department Head. The employee must then submit the following documents for reimbursement:
 - Completed Expense Report and Claim for Reimbursement form
 - Itemized Receipts.
 - Copy of the approved professional development request form.
 - Certificate of completion or similar document and a professional development report (when applicable) to HR to be filed in the employee's personnel file.



BEAR VALLEY COMMUNITY SERVICES DISTRICT

ATTACHMENT G

SICK LEAVE POLICY

A. Sick Leave for Full-Time Employees:

1. Eligibility for Sick Leave.

Full-time employees become eligible for sick leave after working for the District for 30 days. Employees who work for the District less than 30 days are not eligible for sick leave under this section.

2. Sick Leave Accrual.

- a. Non-exempt, full-time employees will accrue eight hours of sick leave for each month of active service.
- b. Exempt, full-time employees will accrue 9.3 hours of sick leave for each month of active service.
- c. Full-time employees on any form of unpaid leave do not accrue sick leave, unless otherwise required by law.

3. Sick Leave Carry Over.

Unused sick leave will carry over from calendar year to calendar year with a maximum sick leave bank of 480 hours. Sick leave will not accrue beyond 480 hours.

4. Qualification Period Prior to Use of Sick Leave.

Full-time employees become entitled to use accrued sick leave benefits after 90 days of employment.

5. Permitted Uses of Sick Leave.

Upon oral or written request, employees may use sick leave for any of the following purposes:

- a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member, which includes a biological, adopted, or foster child, stepchild, legal ward, a child to whom the Employee stands in loco parentis, or a child of a registered domestic partner, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.

- b. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
- c. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- d. Personal hardship, upon approval of the General Manager.

6. Request for Sick Leave.

- a. Employees requesting sick leave must notify their immediate supervisor prior to the time set for the beginning of daily duties, but in any event no later than 15 minutes after the time set for the beginning the employee's daily duties. If the need for sick leave unforeseeably arises, the employee must notify the immediate supervisor as soon as practicable.
- b. When an employee has advance notice of the need to take sick leave, such as when scheduling non-emergency medical and dental appointments, the employee must provide reasonably advanced notice to his or her supervisor at least one working day beforehand. Notice of planned, prolonged absences should be provided as soon as is practicable. Employees are encouraged to schedule medical and dental appointments outside normal working hours if possible.

7. Minimum Increments of Sick Leave.

Use of sick leave must be reported in 30-minute increments.

8. Medical Certification or Other Documentation.

After three consecutive days of sick leave use, the General Manager, or designee, may request a doctor's note or other relevant documentation certifying that the reason for the employee's absence is a permitted use of sick leave. The General Manager, or designee, may also request a note from an employee's physician releasing him or her to return to work with or without restriction, before allowing the employee to return to duty. Any requests may be made on or after the third day the employee calls in sick. Employees must call in for each day of absence not covered by a doctor's statement.

9. Reinstatement of Unused Sick Leave.

If an employee separates from employment and is rehired by the District within one year from the date of separation, up to three days or 24 hours of previously accrued and unused sick leave, whichever is greater, will be reinstated to the employee.

Where a rehired employee has more than three days or 24 hours of previously accrued and unused sick leave, more sick leave may be reinstated to the employee at the District's discretion. The rehired employee will be entitled to use the previously accrued and unused sick leave and to also accrue additional sick leave upon rehiring.

10. No Lending of Sick Leave.

Unless expressly authorized by the General Manager, employees are not permitted to borrow against future sick leave.

11. Coordination of Sick Leave with Other Benefits.

Employees receiving Workers' Compensation benefits or state disability benefits do not have to use accrued sick leave. If an employee chooses to use accrued sick leave, he or she will receive as sick leave pay the approximate difference between daily Workers' Compensation or State Disability benefits and the employee's regular compensation. This benefit coordination is limited to a period of 60 days.

12. Compensation for Accrued and Unused Sick Leave at Resignation, Retirement, or Death.

During the first five years of employment, employees are not eligible to be paid for any accrued but unused sick time upon resignation, retirement, or death. Employees with five or more years of service with the District will receive a 50% payout of accumulated sick leave upon resignation, retirement, or death. Employees with ten or more years of service with the District will receive 100% payout upon resignation or retirement, and in the event of such an employee's death, the employee's estate will receive such payout. Employees who are terminated are not eligible for sick leave payout.

13. Employee Inspection of Sick Leave Records.

Upon reasonable request to the General Manager, and within 21 calendar days after the request, the District will afford current and former employees the right to inspect or copy records pertaining to their hours worked and sick leave accrued and used.

14. Abuse of Sick Leave.

Abuse of sick leave will be grounds for disciplinary action, up to and including termination.

B. Sick Leave for Part-Time/Limited-Term Employees:

1. Eligibility for Sick Leave.

Part-time/limited-term employees become eligible for sick leave after working for the District for 30 days. Employees who work for the District less than 30 days are not eligible for sick leave under this section.

2. Annual Sick Leave Advance and Use Limit.

- a. Starting on July 1, 2015, and on January 1 of each calendar year thereafter, the District will grant part-time/limited-term employees three days or 24 hours of sick leave, whichever is greater, to use for permitted purposes as described in this policy. Employees who are hired after July 1, 2015 or after January 1 of any given calendar year from 2016 onward, will be issued three days or 24 hours of sick leave, whichever is greater, upon completion of the 30-day eligibility period. For employees who typically work a scheduled shift that is longer than eight hours, a “day” will equal one shift.
- b. Part-time/limited-term employees may use up to three days or 24 hours of sick leave, whichever is greater, during a calendar year. For employees who typically work a scheduled shift that is longer than eight hours, a “day” will equal one shift.

3. No Carry Over of Unused Sick Leave.

Any unused sick leave will expire on December 31 of each calendar year.

4. Qualification Period Prior to Use of Sick Leave.

Part-time/limited-term employees become entitled to use provided sick leave benefits after 90 days of employment.

5. Permitted Uses of Sick Leave.

Upon oral or written request, employees may use sick leave for any of the following purposes:

- a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee’s family member, which includes a biological, adopted, or foster child, stepchild, legal ward, a child to whom the employee stands in loco parentis, or a child of a registered domestic partner, regardless of the child’s age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.

- b. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
- c. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- d. Personal hardship, upon approval of the General Manager.

6. Request for Sick Leave.

- a. Employees requesting sick leave must notify their immediate supervisor prior to the time set for the beginning of daily duties, but in any event no later than 15 minutes after the time set for the beginning the employee's daily duties. If the need for sick leave unforeseeably arises, the employee must notify the immediate supervisor as soon as practicable.
- b. When an employee has advance notice of the need to take sick leave, such as when scheduling non-emergency medical and dental appointments, the employee must provide reasonable advance notice to his or her supervisor at least one working day beforehand. Notice of planned, prolonged absences should be provided as soon as is practicable. Employees are encouraged to schedule medical and dental appointments outside normal working hours if possible.

7. Minimum Increments of Sick Leave.

Use of sick leave will be deducted in 30-minute increments.

8. Medical Certification or Other Documentation.

After three consecutive days of sick leave use, the General Manager, or designee, may request a doctor's note or other relevant documentation certifying that the reason for the employee's absence is a permitted use of sick leave. The General Manager, or designee, may also request a note from the employee's physician releasing him or her to return to work with or without restriction, before allowing the employee to return to duty. Any requests may be made on or after the third day the employee calls in sick. Employees must call in for each day of absence not covered by a doctor's statement.

9. Reinstatement of Unused Sick Leave.

If an employee separates from employment and is rehired by the District within one year from the date of separation, up to three days or 24 hours of previously accrued and unused sick leave, whichever is greater, will be reinstated to the employee. Where a rehired employee has more than three days or 24 hours of previously accrued and unused sick leave, more sick leave may be reinstated to the employee at the District's discretion. The rehired employee will be entitled to use the previously accrued and unused sick leave and to also accrue additional sick leave upon rehiring.

10. No Lending of Sick Leave.

Unless expressly authorized by the General Manager, employees are not permitted to borrow against future sick leave.

11. No Compensation for Accrued and Unused Sick Leave.

Part-time/limited-term employees will not be compensated for, or allowed to exhaust, any accrued and unused sick leave upon resignation, retirement, termination, dismissal, lay-off, death or any other separation from employment.

12. Employee Inspection of Sick Leave Records.

Upon reasonable request to the General Manager, and within 21 calendar days after the request, the District will afford current and former employees the right to inspect or copy records pertaining to hours worked and sick leave accrued and used.

13. Abuse of Sick Leave.

Abuse of the privilege of sick leave will be grounds for disciplinary action, up to and including termination.

14. Effect of Promotion from Part-Time/Limited-Term to Full-Time.

If an employee promotes from a part-time/limited-term position to a full-time position, any available, unused sick leave hours received under Section B.2 will be retained and available for use by the employee, subject to completion of the 90-day qualification period set forth in Sections A.4 or B.4 above.

The provisions of this sick leave policy for part-time/limited-term employees will no longer apply as of the first date of employment in the full-time position, and the employee will instead be subject to the provisions of this policy for full-time employees.

Any available, unused sick leave carried over from part-time/limited-term employment to full-time employment will be counted toward the 480-hour cap on accrual of sick leave set forth in in Section A.3 of this policy.



BEAR VALLEY COMMUNITY SERVICES DISTRICT

ATTACHMENT H

FAMILY CARE AND MEDICAL LEAVE, PREGNANCY DISABILITY LEAVE, AND MILITARY FAMILY LEAVE POLICY

I. PURPOSE:

To provide employees with information about and establish guidelines for the taking of family care and medical leave, in accordance with the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the California Pregnancy Disability Leave Law (PDL).

II. POLICY:

To the extent not already provided for under current leave policies and provision, the Bear Valley Community Services District (the "District") will provide family and medical care leave for eligible employees as required by State and federal Law. The leaves provided for in this Policy are granted under a variety of state and federal laws. Employees should be aware that leave under one Section of the Policy may also qualify for leave under another Section. For example, military caregiver leave is provided for under the FMLA, but in certain circumstances, might also qualify for CFRA leave. In addition, an employee is entitled to take CFRA leave to care for a registered domestic partner, but FMLA leave does not include registered domestic partners. In such cases, the District will advise affected employees in writing which of their statutorily-protected leaves are being used and how much of that leave remains.

Additional definitions and other provisions governing employees' rights and obligations under the FMLA, CFRA, and PDL that are not specifically set forth below are set forth in the Department of Labor's FMLA regulations (29 C.F.R. § 825.00 *et seq.*) and the California Department of Fair Employment and Housing's CFRA regulations (2 C.C.R. § 11087 *et seq.*) and PDL regulations (2 C.C.R. § 11035 *et seq.*) This Policy is deemed to include such regulatory provisions, including subsequent revisions to such regulatory provisions.

III. FAMILY CARE AND MEDICAL LEAVE (FMLA/CFRA LEAVE):

A. Eligibility: To be eligible for FMLA/CFRA leave, an employee must have been employed by the District for at least 12 months prior to the date on which the FMLA/CFRA leave is to commence, and have worked at least 1,250 hours over the 12-month period preceding the FMLA/CFRA leave. For employees performing covered military service under the federal Uniformed Service Employment and Reemployment Rights Act, periods of absence due to such service shall be counted for purposes of determining whether the employee meets these eligibility requirements.

B. Qualifying Reasons for FMLA/CFRA Leave: Employees meeting the eligibility requirements under Section III.A. may take FMLA/CFRA leave for any of the following qualifying reasons:

1. The birth of a child of the employee and in order to care for such child.
2. The placement of a child with the employee for adoption or foster care of the child by the employee and in order to care for that child.
3. Providing care for a spouse, registered domestic partner (CFRA only), child, or parent with a serious health condition.
4. The employee's own serious health condition.

The FMLA also provides for military exigency leave and military caregiver leave, and those types of leaves are addressed under Section V of this Policy. The PDL also provides for leave for employees with a serious health condition is on account of her pregnancy, childbirth, or related medical conditions, and that leave is addressed under Section IV.

C. Child: Leave may be taken under Section B.1., B.2., or B.3. by an employee for a "child" who is:

1. A biological child, adopted child, foster child, stepchild, legal ward of the employee, or a child to whom the employee stands *in loco parentis*, and who, at the time leave is to commence is either:
 - a. under 18 years of age; or
 - b. 18 years of age or older and incapable of caring for himself/herself because of a mental or physical disability.

D. *In loco parentis*:

1. For purposes of this Policy an employee stands *in loco parentis* by providing day-to-day care or financial support with demonstrated intent of assuming the responsibilities typically held by a parent.
2. Whether an employee stands *in loco parentis* to a child for purposes of this Policy will be determined by the District on a case-by-case basis, and the District may require reasonable documentation to support an employee's claim of providing either day-to-day care or financial support for the child.

E. Spouse: The definition of spouse expressly includes individuals in lawfully recognized same sex marriages, common law marriages and marriages that were validly entered into outside of the United States if they could have been entered into at least one state. In addition, the regulatory definition of spouse has moved from "state of residence" rule to "place of celebration" rule in which to look to the law of the place in which the marriage was entered into as opposed to the law of the state where the employee resides. This allows all legally married couples, whether opposite-sex or same sex or married under the common law, to have consistent federal family leave rights regardless of their residence.

F. Parent: Parent means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the

employee was a child. A biological or legal relationship is not necessary for a person to have stood *in loco parentis* to the employee as a child. Parent excludes parent-in-law.

G. Domestic Partner: A registered domestic partner as defined by Family Code 297 through 297.5.

1. Two adults who have chosen to share one another's lives in an intimate and committed caring relationship
2. Domestic partnership is established in the state of California when both persons file a Declaration of Domestic Partnership with the Secretary of State and the time of the filing all of the following requirements are met.
 - a. Neither persons are married to someone else nor is a member of another domestic partnership unless otherwise terminated or dissolved
 - b. Both persons are at least 18 years of age and are not related by blood in any way that would prevent them from being married in California
 - c. Both persons are capable of consenting to domestic partnership
 - d. Both parties are members of the same sex and are at least 18 years of age

H. Serious Health Condition: A serious health condition is an illness, injury, impairment, or physical or mental condition of the employee or a child, parent, spouse, or registered domestic partner (CFRA only) of the employee that makes the employee unable to work or unable to perform one or more of the essential functions of the employee's position, and which involves either inpatient care or continuing treatment or supervision by a health care provider, as follows:

1. "*Inpatient care*" means an overnight stay in a hospital, hospice, or residential medical care facility, or any subsequent treatment in connection with such inpatient care, or any resulting period of incapacity.
 - a. A person is considered to have an "overnight stay" for purposes of this provision if a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
2. "*Continuing treatment or supervision by a health care provider*" means and includes any one or more of the following:
 - a. In-person treatment two or more times, within 30 days of the first day of incapacity (CFRA excludes two or more in-person treatments within 30 days to establish continuing treatment), unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (*e.g.* physical therapist) under orders of, or on

- referral by, a health care provider, with the first visit being within seven days of the first day of incapacity; or
- b. In-person treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider, with the first visit being within seven days of the first day of incapacity (CFRA does not include a seven-day requirement to establish continuing treatment).
 - c. Any period of incapacity due to pregnancy, or for prenatal care, whether or not in-person treatment is received during that time, or whether the resulting absence lasts fewer than three days (CFRA excludes pregnancy as a serious health condition, including other conditions of pregnancy related disability).
 - d. Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition, whether or not in-person treatment is received during that time, or whether the resulting absence lasts fewer than three days. A chronic serious health condition is one which:
 - i. Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider; and
 - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - iii. May cause episodic rather than a continuing period of incapacity (*e.g.* , asthma, diabetes, epilepsy, *etc.*).
 - e. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
 - f. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for either:
 - i. Restorative surgery after an accident or other injury; or
 - ii. A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days (CFRA excludes full-days provision and states incapacity of more than 3 consecutive days) in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, *etc.*), severe arthritis (physical therapy), or kidney disease (dialysis).

3. *“Incapacity”* means that a person is unable to work, attend school, or perform regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

I. Amount of Leave Entitlement: Provided that all applicable conditions of Section III are met, an employee may take a maximum of 12 workweeks of FMLA/CFRA leave in a rolling 12-month period measured backwards from the date the employee uses any FMLA/CFRA leave.

1. Employees taking FMLA/CFRA leave for the birth, adoption, or foster care of their child must initiate and complete any FMLA/CFRA leave within one year of the birth of the child or placement of the child with the employee for adoption or foster care.
2. Parents who are both employed by the District may take a maximum combined total of 12 workweeks of FMLA/CFRA leave in a 12-month period for the birth, adoption, or foster care of their child. Both parents or registered domestic partners (CFRA only in some circumstances) may be on leave simultaneously, provided the employees provide a certificate, from a health care provider, stating the need for both employees’ participation in the care of the child.
3. An employee’s FMLA/CFRA leave does not need to be consecutive, but can be cumulative within a 12-month period.
4. Industrial injury leaves and all non-industrial injury leaves are FMLA/CFRA leaves if they qualify as serious health conditions.

J. Concurrent Use of Accrued Paid Leaves: Leave taken under this Policy is unpaid. Employees may elect or may be required to use their accrued leave balances concurrently with FMLA/CFRA leave, as provided below. When an employee elects or is required to use his/her accrued leave balances, the employee may specify in writing the order in which the employee would prefer to exhaust his/her leave balances. If the employee fails to designate the order of exhaustion, the District will exhaust the leave balances in the following order: sick leave (subject to the terms of Section III.J.1., below), vacation, other paid leaves. The paid leave shall run concurrently with the FMLA/CFRA leave, and shall not extend the employee’s entitlement to FMLA/CFRA leave beyond 12 workweeks.

1. **Sick leave:** Employees are required to coordinate all accumulated sick leave concurrently when FMLA/CFRA leave is taken for the employee’s own serious health condition. Employees may elect to so coordinate their accumulated sick leave when FMLA/CFRA leave is taken for any other reason under Section III.B. of this Policy.
2. **Other paid leaves:** Employees are required to coordinate all other accrued paid leaves of absence, including but not limited to, compensatory time off, administrative leave, vacation, and personal leave, when taking FMLA/CFRA leave for any reason.
3. **Coordination with Wage Replacement Plans:** If an employee who is on FMLA/CFRA leave is also receiving a wage replacement payment from State Disability Insurance, Paid Family Leave, Short Term Disability, Long

Term Disability, and/or Workers' Compensation, the employee and the District may mutually agree to coordinate the employee's accrued paid leaves with the amount received from the wage replacement plan, up to an amount equal to the employee's regular salary.

K. Intermittent or Reduced Schedule Leave: Intermittent FMLA/CFRA leave is leave taken on an as-needed basis in increments of minutes, hours, or days. A reduced schedule FMLA/CFRA leave involves a reduction in the number of hours per day or per week that an employee regularly works, with the employee substituting FMLA/CFRA time for hours not worked. The minimum FMLA/CFRA leave increment that can be taken by an employee is 30 minutes.

- 1. Calculation of Intermittent or Reduced Schedule Leave:** The maximum equivalent number of hours to which an employee is entitled during the 12-week period will be based on the employee's regularly scheduled workweek. For example, an employee who is regularly scheduled to work 40 hours per workweek will be entitled to a maximum of 480 hours of FMLA/CFRA leave, whereas, an employee who is regularly scheduled to work 32 hours per workweek will be entitled to a maximum of 384 hours of FMLA/CFRA leave. In calculating this amount for employees with a varying schedule, the District will use an average of the employee's workweeks within the 12-month period immediately preceding the intermittent or reduced schedule leave.
- 2. Impact on Salary:** Where permitted by applicable state and federal wage and hour laws, the District may make deductions from an employee's salary for all hours of leave taken as intermittent leave, unless the employee is entitled or required to coordinate paid leave. Such deductions do not affect the employee's classification as exempt or nonexempt for purposes of the Fair Labor Standards Act.
- 3. Inclusion of Scheduled Overtime:** If an employee normally would be required to work overtime hours, but is unable to do so because of an FMLA/CFRA-qualifying reason that limits the employee's ability to work overtime, the hours that the employee would have been required to work may be counted against the employee's FMLA/CFRA entitlement, as the employee would be considered to be using intermittent or reduced schedule leave. For example, if an employee is normally required to work 50 hours in a particular workweek, but because of an FMLA/CFRA-qualifying reason, the employee works only 40 hours that week, the employee would use 10 hours of FMLA/CFRA-protected leave out of the 50-hour workweek.
- 4. Conditions for Taking Intermittent or Reduced Schedule Leave**
 - a. FMLA/CFRA leave taken for the employee's own serious health condition, or the serious health condition of the employee's spouse, registered domestic partner, parent, or child, or for military caregiver leave under Section V.B. of this policy, may be taken intermittently or on a reduced leave schedule when medically necessary (as distinguished from voluntary treatments and procedures).

- b. Military exigency leave under section V.A. of this Policy (FMLA only) may be taken on an intermittent or reduced schedule basis without limitation.
- c. Leave taken following the birth, adoption, or placement or foster care of a child may be taken on an intermittent or reduced schedule basis, subject to the conditions set forth in Section III.K. 6., below.

5. Temporary Transfer:

- a. **Required by the District:** The District may require that the employee temporarily transfer to an available alternative position for which the employee is qualified and which provides equivalent pay and benefits and that better accommodates recurring leave periods than the employee's regular position.
- b. **Requested by Employee:** An employee on intermittent or reduced schedule FMLA/CFRA leave for foreseeable and planned medical treatments may request a transfer to an open and available position for which the employee is qualified, if the duties of that position would better accommodate the employee's intermittent or reduced schedule FMLA/CFRA leave. Transfers will not be considered under this Section when the intermittent or reduced schedule FMLA/CFRA leave is unscheduled, such as in the case of chronic conditions.

6. Leave Taken for Baby Bonding: The basic minimum duration of a leave taken for the birth, adoption, or foster care of a child shall be two weeks. However, the District will also grant two requests for shorter leave periods in the applicable one-year period.

L. Employee Notice: Employees requesting leave under the FMLA/CFRA must notify their supervisor in accordance with the rules set forth below. Employees will provide the supervisor with sufficient information to make the District aware that the employee needs FMLA/CFRA leave, and the anticipated timing and duration of that leave. Supervisors must forward any such requests to Human Resources for review and approval. Employees may also provide notice of requested FMLA/CFRA leave to Human resources directly.

- 1. **Foreseeable Events:** An employee must provide the District with at least 30 days' advance notice before the date the leave is to begin, or must provide notice as soon as is practicable, normally the same business day or next business day if the employee is off work when he/she learns of the need for leave. If the employee provides less than 30 days' advance notice, the District may require explanation of why 30 days' advance notice was not practicable.
 - a. In any case in which the need for FMLA/CFRA leave is foreseeable based on one of the circumstances listed below in sub-section b., the employee shall make a reasonable effort to schedule any planned medical treatment or supervision so as not to unduly disrupt the operations of the District. However, any such scheduling shall be subject to the approval of the health care provider of the employer

or the employee's child, parent, spouse, or registered domestic partner (CFRA only).

- b. The need for leave is considered “foreseeable” when it is taken for any of the following reasons:
 - i. Planned medical treatment for a serious health condition of the employee.
 - ii. Planned medical treatment for a serious health condition of a family member.
 - iii. An expected birth, or placement for adoption or foster care.
- c. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave by up to 30 days after the date the employee provides notice of the need for FMLA/CFRA leave.

- 2. **Unforeseeable Events:** If an employee requires FMLA/CFRA leave for an unforeseeable event, the employee is required to provide notice to the District as soon as is practicable.
- 3. **Notice of Intermittent/Reduced Schedule Leave:** The notice requirements for foreseeable intermittent or reduced schedule leaves shall be the same as for other foreseeable leaves, and the notice requirements for unforeseeable intermittent or reduced schedule leave shall be the same as for other unforeseeable leaves.
- 4. **Contents of Notice:** All requests for FMLA/CFRA leave should include the anticipated date(s) and duration of the leave and be sufficient to make the District aware that the employee needs leave under the FMLA/CFRA. The employee must state the reason the leave is needed, by reference to the list in Section III.B. of this Policy. When the employee provides notice, it may not contain sufficient information for the District to determine whether the employee’s leave could be for an FMLA/CFRA-qualifying purpose. In such cases, the District may follow up with the employee for additional information, and the employee is required to respond to the same. However, the employee shall not be required to provide the District with a diagnosis.
- 5. **Changes to Dates of Leave:** The employee must advise the District as soon as practicable when he/she learns that the dates of the FMLA/CFRA leave may change.
- 6. **Requests for Extension:** Any requests for extensions of an FMLA/CFRA leave must be received at least five working days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the FMLA/CFRA leave. If the employee has exhausted his/her leave entitlement under Section III.I., the District will evaluate on a case-by-case basis whether additional leave may be available as a reasonable accommodation for the employee's own serious health condition; however, any such additional leave shall not be subject to the provisions of this Section III.

M. District Response to a Request for FMLA/CFRA Leave or Request for Extension - Eligibility Notice: Within five working days of an employee's request to take FMLA/CFRA leave, the District shall provide the employee with a written Eligibility Notice. The Eligibility Notice is not a designation of the employee being on FMLA/CFRA Leave. The Eligibility Notice shall include the following information:

1. Whether the employee is eligible to take FMLA/CFRA leave. If the employee is ineligible for FMLA/CFRA leave, the notice will include the reason(s) why the employee is ineligible.
2. Whether the employee has exhausted his/her 12-week FMLA/CFRA entitlement.
3. Whether additional information, such as a medical certification, is required from the employee in order to process the employee's request for FMLA/CFRA leave or request for extension.
4. The employee's rights and responsibilities under the FMLA/CFRA, which will include a statement of whether the employee is required to provide a medical certification or recertification. A statement requiring a medical certification will also advise the employee of the anticipated consequences of his/her failure to provide adequate notice.
5. If the employee has requested an extension of leave for his/her own serious health condition but has exhausted his/her leave entitlement under Section III.I., the District will advise whether additional leave will be granted as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Section III.

N. Medical Certification and Recertification: Any request for FMLA/CFRA leave for an employee's own serious health care condition or for FMLA/CFRA leave to care for a family member with a serious health condition must be supported by medical certification from the treating health care provider. Employees are encouraged to use the District's medical certification form to ensure that all pertinent information is obtained. Any request for an extension of FMLA/CFRA leave also must be supported by a medical certification from the treating health care provider. Again, employees are encouraged to use the District's medical certification to ensure that all pertinent information is obtained.

- 1. Timing of Request for Medical Certification:** The District will request medical certification:
 - a. Within five business days after an employee requests foreseeable leave;
 - b. Within five business days after an employee provides notice of an unforeseeable leave, or within five business days after an unforeseeable leave commences, whichever is later;
 - c. At a later date if the District has a reason to question the appropriateness or duration of an employee's leave (FMLA only).

2. **Timing for Employee's Return of the Medical Certification:** All medical certifications and recertifications must be returned to the District within 15 days from the District request, regardless of whether the leave is foreseeable or unforeseeable. Exceptions to this may be granted when it is not practicable to provide the certification or recertification within 15 days, despite the employee's diligent, good faith efforts to do so.
3. **Certification for Serious Health Condition of Spouse, Registered Domestic Partner, Parent, or Child:** The employee must have the patient's treating health care physician complete a medical certification form when requesting family leave to care for a family member with a serious health condition. Employees are encouraged to use the District's medical certification form to ensure that all pertinent information is obtained.
 - a. **Medical Recertification:** If the employee requests additional leave beyond the time period which the health care provider originally estimated that the employee needed to take care of the employee's child, parent, spouse, or registered domestic partner, the District may request a recertification from the employee.
4. **Certification for the Employee's Own Serious Health Condition:**
 - a. **First Opinion:** The employee must have his/her health care physician complete a medical certification form when requesting FMLA/CFRA leave for his/her own serious health condition. Employees are encouraged to use the District's medical certification form to ensure that all pertinent information is obtained.
 - b. **Second and Third Opinions:** If the District has reason to doubt the validity of the certification provided by the employee, the District may require the employee to obtain a second opinion from a doctor of the District's choosing at the District's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the District may require a third opinion, also at the District's expense, performed by a mutually agreeable doctor who will make a final determination that shall be binding on both the District and the employee.
 - c. **Medical Recertification:** The District may request recertification of a medical condition upon the expiration of the time period which the health care provider originally estimated, if additional FMLA/CFRA leave is requested.
5. **Certification for an Employee's Return to Work:**
 - a. **Returning from a Continuous Leave:** As a condition of restoration to his/her former position, an employee taking continuous leave under the FMLA/CFRA is required to provide the District with certification from his/her health care provider stating that he/she is able to resume his/her essential work functions. An employee who fails to provide the certification may have his/her reinstatement delayed.

2. **Unable to Designate:** If the District is unable to determine whether the leave requested is FMLA/CFRA-qualifying because more information is needed, the employee will be informed that
 - a. the medical certification is incomplete or insufficient, and the District will provide a list of deficiencies and explain the employee's opportunity to cure said deficiencies; or
 - b. a second or third medical opinion is being required.
3. **Not Designating Leave as FMLA/CFRA-Qualifying:** If the District has determined that the employee's leave does not qualify as FMLA/CFRA leave, or that employee has exhausted his/her 12-week FMLA/CFRA entitlement, the District will notify the employee in writing that his/her leave is not being designated as FMLA/CFRA leave, and the reason for the denial.

P. Employment Benefits and Protection:

1. **Previously Accrued Benefits and Seniority Status:**
 - a. Leave under the FMLA/CFRA will not result in the loss of any employment benefits accrued before the date the leave commenced.
 - b. Leave under the CFRA will not constitute a break in service or otherwise cause the employee to lose longevity or seniority, even if other paid or unpaid leave constitutes a break in service for purposes of establishing longevity or seniority, or for layoff, recall, promotion, job assignment, or seniority-related benefits.
2. **No Accrual of Leave or Seniority during Unpaid FMLA/CFRA Leave:**
 - a. An employee on unpaid FMLA/CFRA leave shall not accrue any additional paid leave time. Thus, employees will not accrue vacation leave, sick leave, administrative leave, nor will they be paid for holidays during the unpaid leave.
 - b. The time off on unpaid FMLA/CFRA leave shall not count as time worked for purposes of establishing additional seniority for purposes of layoff, recall, promotion, job assignment, and other seniority-related benefits.
 - c. However, during the time that an employee supplements his/her unpaid FMLA/CFRA leave with paid leave, the employee will continue to accrue leaves and benefits in accordance with the provisions of the District's policy governing those leaves of absence (*i.e.*, when coordinating with sick leave, the rules governing sick leave will apply with regard to the employee's benefits).
3. **Maintenance of Health Insurance of the Employee:** Employees will continue to receive the same medical benefits while on FMLA/CFRA leave for up to 12 workweeks in a 12-month period. The District shall be responsible for the continued payment of the District's share of the cost of the employee's health benefits during that 12-workweek period. Benefits for absences beyond the allotted period will be handled in the same manner as benefits for employees on any other type of unpaid leave of absence. An

employee who notifies the District that he/she does not intend to return to work from the FMLA/CFRA leave is not entitled to medical benefits provided by the District as if he/she were on a FMLA/CFRA leave and instead is entitled to the benefits provided to employees who are on an unpaid leave of absence for any other reason.

4. Maintenance of Benefits Requiring Employee Contributions:

- a. During any period of unpaid leave, unless otherwise prohibited by applicable law, an employee may elect to discontinue health insurance coverage for the employee, a spouse, registered domestic partner, and/or any dependent(s) as well as any other benefits offered or sponsored by the District to which the employee is required to make monthly contributions. Employees must notify the District in writing of such an election.
- b. An employee will continue to be responsible for making the payment of monthly contributions for which the District has not received advanced notice of election to discontinue. If any premium amounts are increased or decreased for other employees similarly situated, the employee will be required to pay the new premium rates.
- c. All monthly contributions are due and payable to the District at the same time as they would be if made through payroll deduction.
- d. If any monthly contributions are not received within 30 days of their due date, the District has the option to either discontinue said benefit(s) or continue said benefit(s) by making the monthly contributions on the employee's behalf.
- e. Upon the employee's return to work, the District is entitled to seek reimbursement from him/her for the employee's share of any monthly contributions made on his/her behalf.
- f. Employees included in a pension or retirement plan may continue to make contributions in accordance with the terms of the plan during the period of leave. However, the District shall not be required to make plan payments for employees during the leave period which is unpaid, and the unpaid leave period shall not be counted for purposes of time accrued under the plan.
- g. If the District provides a new health plan or benefits or changes health plans or benefits while an employee is on CFRA leave, the District will give written notice to the employee to advise that he/she is subject to the new or changed plan/benefits in the same manner, and to the same extent, as if the employee were not on leave.

- 5. Failure to Return from Leave:** The District may recover the entire premium it paid for maintaining health insurance benefits for an employee during any period of unpaid leave if the employee fails to return to work promptly upon the expiration of a leave 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 his/her control.

Q. Reinstatement:

- 1. Restoration to Position:** When an employee returns from a leave under the FMLA/CFRA, he/she will be restored to the position held when the leave began, or to a comparable position, with equivalent (i.e. virtually identical) employment benefits, pay, and other conditions of employment.
 - a. The duties of the position must be capable of being performed in the same or similar geographic location, and involve the same or substantially similar duties as the position held when leave began, with responsibilities that entail substantially equivalent skill, effort, responsibility, and District.

- 2. Denial of Restoration Rights:** The District may refuse to reinstate an employee to his/her pre-leave position at the conclusion of an FMLA/CFRA leave when either of the following conditions exists:
 - a. **Key Employee:** The employee is a salaried eligible employee who is among the highest paid ten percent of the District's employees; and the following steps take place:
 - i. The District notifies the employee at the time the employee gives notice of the need for leave, or when leave commences, if earlier, that he/she is a key employee, and also notifies the employee of the potential consequences with respect to reinstatement and maintenance of health benefits if the District should determine that reinstatement will result in substantial and grievous economic injury to its operations; and
 - ii. As soon as the District makes a good faith determination that substantial and grievous economic injury will result if the District reinstates that key employee at the end of the requested FMLA/CFRA leave period, the District notifies the employee that it intends to deny reinstatement at the end of the requested leave period.
 - A. The notice from the District will include an explanation for the basis for the District's determination and provide the key employee with a reasonable time in which to return to work, taking into account the circumstances, such as the requested duration of the leave and the urgency of the need for the employee to return.
 - iii. The key employee has already begun the FMLA/CFRA leave at the time of receiving the notice, and he/she does not return to work within the specified timeframe after receiving such notice from the District.
 - A. The key employee will remain entitled to the maintenance of health benefits under Section III.P.4. for the duration of the originally-requested leave, but

the District will not be entitled to recover its contributions to premiums under Section III.P.5.

- B. The key employee's rights will then continue under the CFRA unless and until the employee either gives notice that he/she will not seek to return to work, or the employee requests to return to work at the conclusion of the leave and receives notice that the District has denied that request.
- iv. If the key employee requests to return to work upon completion of the originally-requested leave, the District again determines that substantial and grievous economic injury will result if the District reinstates the employee, based on the facts at hand, and the District provides written notice of the denial.
- b. **Position No Longer Exists:** The employee's position and any comparable position have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave. In this case, the District shall reasonably accommodate the employee through alternative means that will not cause undue hardship to the District's operation. The District may offer an employee any other position that is available and suitable. The District is not required to create new employment that would not otherwise be created, discharge or transfer another employee, or promote another employee who is not qualified to perform the job.
- 3. **Opportunity to Fulfill Missed Requirements:** If an employee is unable to attend a necessary course, renew a license, or is otherwise adversely affected in terms of fulfilling minimum requirements or qualifications for the position as a result of the FMLA/CFRA leave the employee will be given a reasonable opportunity to fulfill those requirements or qualifications upon returning to work from FMLA/CFRA leave.
 - 4. **Accommodation Upon Returning from Leave:** Nothing in this section prevents the District from accommodating an employee's request for any change in shifts, schedule, position, or geographic location. Similarly, nothing in this section prohibits the District from offering a promotion to a better position, or from providing a reasonable accommodation pursuant to its obligations under the Fair Employment and Housing Act.

IV. PREGNANCY DISABILITY LEAVE OR TRANSFER.

A. Eligibility and Duration:

1. Eligibility:

- a. Any employee who is disabled on account of pregnancy, childbirth, or related medical conditions may take a pregnancy-related disability leave, regardless of the number of hours worked or her length of employment with the District. However, unless an employee has met the eligibility requirements under Section III of

this Policy, she shall not be subject to the additional terms and conditions that apply to an employee who is eligible for FMLA leave.

- b. An employee's pregnancy-related disability is not considered a serious health condition under the CFRA and is not counted against an employee's CFRA leave eligibility.

2. Amount of Leave Entitlement: An eligible employee may take a pregnancy-related disability leave for the period of disability, up to four months (an equivalent of 17 1/3 weeks). The pregnancy disability leave shall run concurrently with any family care or medical leave to which the employee may be entitled under the FMLA. An employee is entitled to take off the number of days or hours that the employee would normally work during 17 1/3 weeks of employment. For example, an employee, who regularly works 40 hours per week is entitled to take 693 hours of leave, and an employee who regularly works 20 hours per week, would be entitled to 346.5 hours of leave.

3. Temporary Transfer: Any employee affected by conditions related to pregnancy, childbirth, or related medical conditions is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties upon the certification of the employee's health care provider that the transfer is medically advisable, if the transfer can be reasonably accommodated.

4. Reasonable Accommodation: The District will provide reasonable accommodation to an employee who is affected by pregnancy, childbirth or related medical conditions as required by law.

B. Use of Accrued Leave: An employee taking pregnancy-related disability leave must coordinate any available sick leave with her pregnancy-related disability leave. An employee taking pregnancy-related disability leave may, at her option, coordinate any other accumulated paid leaves, including, but not limited to, vacation time, holiday pay, compensatory time off, or administrative leave with her pregnancy-related disability leave. The paid leave shall run concurrently with the pregnancy-related disability leave, and shall not extend the employee's entitlement to pregnancy-related disability leave beyond the amount specified in Section IV.A.2 of this Policy.

1. Coordination with Wage Replacement Plans:

- a. This provision only applies when the employee's pregnancy-related disability leave is also designated as a serious health condition under the FMLA.
- b. Pursuant to the provisions of the FMLA, if an employee is receiving a wage replacement payment from State Disability Insurance, Short Term Disability, or Long Term Disability, the employee and the District may mutually agree to coordinate the employee's accrued paid leaves with the amount received from the wage replacement plan, up to an amount equal to the employee's regular salary.

- c. If the employee is still receiving SDI benefits when her twelve workweeks of leave under the FMLA expire, the District will require that she begin coordinating any additional accrued sick leave with the wage replacement benefits. The employee may also elect to coordinate all other accrued paid leaves with the wage replacement benefits.

C. Notice: An employee should notify her supervisor of her need for pregnancy-related disability leave or transfer as soon as she is aware of the need for such leave.

1. **Foreseeable Events:** Where the need for pregnancy-related disability leave or transfer is foreseeable, the employee must provide at least 30 days' advance notice to the District of the need for pregnancy-related disability leave or transfer. If the leave or transfer is required in connection with any planned, non-emergency medical treatment or supervision, the employee shall consult with the District and make a reasonable effort to schedule any such planned medical treatment or supervision to minimize disruption to the District's operations, subject to the approval of the health care provider of the employee.
2. **Unforeseeable Events:** For non-emergency events that are not foreseeable 30 days in advance, or when 30 days' advance notice is not practicable, the employee must notify the District as soon as practicable under the circumstances, ordinarily within two working days after the employee learns of the need for leave.
3. **Notice of Intermittent Leave:** In the event that an employee requires intermittent pregnancy-related disability leave, she shall notify the District of the anticipated dates for the absences as much in advance as possible.
4. **Failure to Provide Notice:** If the employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the employee's right to take the FMLA/CFRA leave for up to 30 days after the date the employee provides notice of the need for pregnancy-related disability leave or transfer; provided, however, that the delay would not endanger the employee's health, pregnancy, or health of the employee's co-workers.

D. Contents of Notice or Request for Extension:

1. All requests for pregnancy-related disability leave or transfer should include the anticipated timing and duration of the leave or transfer and be sufficient to make the District aware that the employee requires a pregnancy-related disability leave or transfer. Any requests for extensions of a pregnancy-related disability leave or transfer must be received at least five working days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the pregnancy-related disability leave or transfer.
2. If the employee has exhausted her leave entitlement under Section IV.A.2., the District will evaluate on a case-by-case basis whether additional leave may be available as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Section IV.

- E. Intermittent or Reduced Schedule Leave:** Pregnancy-related disability leave can be taken on an intermittent or on a reduced schedule basis when medically advisable, as determined by the employee's health care provider. The minimum pregnancy-related disability leave increment that can be taken by an employee is 30 minutes. If pregnancy-related disability is taken on an intermittent or reduced schedule basis and it is foreseeable based on planned medical treatment because of pregnancy, the District retains the discretion to temporarily transfer the employee to an alternative position, for which the employee is qualified, with equivalent pay and benefits, which better accommodates the employee's leave schedule, but need not have equivalent duties.
- F. District Response to a Request for Pregnancy-Related Disability Leave or Transfer or Request for Extension:** Within five working days of an employee's request for pregnancy-related disability leave or transfer, the District shall provide the employee with a written Eligibility Notice, which shall conform to the provisions of Section III.M. The Eligibility Notice shall also inform the employee of her additional rights under the California PDL. If the employee has exhausted her leave entitlement under Section IV.A.2., the District will advise whether additional leave will be granted as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Section IV.
- G. Medical Certification:**
- 1. Timing of Certification:** Any request for pregnancy-related disability leave or transfer must be supported by a medical certification from a health care provider.
 - a. For foreseeable pregnancy-related disability leaves or transfers, employees will provide the required medical certification before the leave/transfer begins. When this is not possible, employees must provide the required certification within 15 days, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial or delay of foreseeable pregnancy-related disability leaves or transfers until such certification is provided.
 - b. In the case of unforeseeable leaves, failure to provide the required medical certification within 15 days of being requested to do so may result in a denial of the employee's continued leave until certification is eventually provided. Any request for an extension of the leave/transfer must also be supported by an updated certification.
 - 2. Contents of the Certification for Pregnancy-Related Leave:** Employees are encouraged to use the District's medical certification when requesting pregnancy-related disability leave to ensure that all pertinent information is obtained. The following information must be included: (1) date the employee became or will become disabled due to pregnancy; (2) the probable duration of the period or periods of disability; and (3) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions

of her position without undue risk to herself, to the successful completion of her pregnancy, or to other persons.

- 3. Contents of the Certification for Pregnancy-Related Transfers:** Employees are encouraged to use the District's medical certification when requesting pregnancy-related disability transfer to ensure that all pertinent information is obtained. The medical certification for pregnancy-related transfer shall include: (1) a description of the requested transfer or reasonable accommodation; (2) the date the need for the transfer or reasonable accommodation became medically advisable; (3) the probable duration of the need for the transfer or reasonable accommodation; and (4) an explanatory statement that, due to the disability, the transfer or reasonable accommodation is medically advisable.
- 4. No Second/Third Opinions Allowed:** There will not be a second or third opinion regarding pregnancy-related disability leave or transfer.
- 5. Return to Work Certification:** As a condition of restoration to her former position, an employee taking leave under the FMLA/PDL is required to provide the District with certification from her health care provider stating that she is able to resume her original job duties.

H. District's Designation of Leave: Once an employee requests pregnancy-related disability leave or transfer, Human Resources shall notify the employee in writing whether the requested leave or transfer is approved and qualifies as pregnancy-related disability leave or transfer. This designation shall comply with the provisions of Section III.O., and shall also inform the employee of any additional rights and obligations under the California Pregnancy Disability Leave Law.

I. Employment and Benefits Protection: The provisions set forth in Section III.M. of this Policy regarding employment and benefits protection in connection with FMLA/CFRA leave also apply to all pregnancy-related disability leaves, except that where the District's policy permits employees on paid leave and/or unpaid leave to accrue seniority, employees on paid and/or unpaid pregnancy-related disability leaves shall also accrue seniority.

J. Reinstatement: Upon the completion of the employee's pregnancy-related disability leave or transfer period, and upon submission of the return to work notice, the employee shall be returned to the same position she previously held, or to a comparable position as permitted by law. However, for pregnancy-related disabilities, there is no reinstatement exception for key employees.

V. MILITARY FMLA LEAVE

The FMLA provides for two types of military family leave: military exigency leave, which is addressed in Section V.A. of this Policy and military caregiver leave, which is addressed in Section V.B. of this Policy.

A. Military Exigency Leave: The District permits employees who have a covered military family member in the Armed Forces (including the National Guard or

Reserves) to take up to twelve workweeks of FMLA leave due to a qualifying exigency resulting from the covered military family member's active military duty (or call to active duty status) in support of a contingency operation. ***Leave granted under this Section shall count against the FMLA leave granted under Section III.***

1. **Definitions:**

- a. **Armed Forces:** The Army, Navy, Air Force, Marine Corps, or Coast Guard, including the National Guard and Reserves.
- b. **Covered Active Duty or Call to Active Duty Status:** One of the following:
 - i. For a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; or
 - ii. For a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation under a provision of law referred to in section 101(a)(13)(B) of Title 10, United States Code.
- c. **Covered Military Family Member:** An employee's spouse, registered domestic partner, son, daughter, or parent who is a member of the Armed Forces and is on Covered Active Duty or Call to Active Duty Status.
 - i. For purposes of this definition only, "son" or "daughter" means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood *in loco parentis*, within the meaning of Section III.D. of this Policy, regardless of age.
- d. **Covered Military Family Member's Child:** The biological, adopted, or foster child, stepchild, legal ward, or child for whom the Military Family Member stands *in loco parentis*, within the meaning of Section III.D. of this Policy, who is either under the age of 18 or who is aged 18 or older but incapable of self-care because of a physical or mental disability at the time leave under this Section V.A. is to commence.
- e. **Covered Military Family Member's Parent:** The biological, adoptive, step, or foster father or mother, or an individual who stood *in loco parentis*, within the meaning of Section III.D. of this Policy, to a Covered Military Family Member who was under 18 years of age.

2. **Qualifying Reasons for Military Exigency Leave:** Military exigency leave can be taken for the following non-medical, non-routine activities only:

- a. **Short-Notice Deployment Activities:** If a Covered Military

Family Member receives seven or less calendar days' notice prior to the date of deployment, an employee may take FMLA leave to address any issue arising from an impending call or order to active duty in support of a contingency operation. The employee may take FMLA leave for up to seven days beginning on the date the Covered Military Family Member receives the notice of impending call or order to active duty.

- b. **Military Events and Related Activities:** An employee may take FMLA leave to attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status of the Covered Military Family Member. An employee may also take FMLA leave to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or American Red Cross that are related to the active duty or call to active duty status of a Covered Military Family Member.
- c. **Childcare and School Activities:** An employee may take FMLA leave for the following reasons, if the reason is necessitated by the Covered Military Family Member's active duty or call to active duty status, or circumstances arising from it:
 - i. To make alternative childcare arrangements of a Covered Military Family Member's Child;
 - ii. To provide childcare for a Covered Military Family Member's Child on an urgent, immediate need basis, but not on a regular, routine, or everyday basis;
 - iii. To enroll in or transfer a Covered Military Family Member's Child in a new school or day care facility; and/or
 - iv. To attend meetings with staff at a school or day care facility, such as regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, for a Covered Military Family Member's Child.
- d. **Financial and Legal Arrangements:** An employee may take FMLA leave in order to make or update financial or legal arrangements to address the Covered Military Family Member's absence while on active duty or call to active duty status; and/or to act as the Covered Military Family Member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the Covered Military Family Member is on active duty or call to active duty status (up to a period of 90 days following the termination of the Covered Military Family Member's active duty status).
- e. **Counseling Activities:** An employee may take FMLA leave to attend counseling, provided that:
 - i. The need for counseling arises from the Covered Military Family Member's active duty or call to active duty;

- ii. Such counseling is provided by someone other than a health care provider; and
 - iii. The counseling is for the employee, the Covered Military Family Member, and/or the Covered Military Family Member's Child. (Note that if medical counseling is needed due to a serious health condition, the employee may be able to take FMLA/CFRA leave under Section III instead.)
- f. **Rest and Recuperation Activities:** If a military member is granted short-term, temporary, rest and recuperation leave during the period of deployment, an employee may take FMLA leave to spend time with the military member. An employee may take FMLA leave for this purpose for up to fifteen working days for each instance of rest and recuperation, beginning on the date the Covered Military Family Member commences each instance of rest and recuperation leave.
- g. **Post-Deployment Activities:** An employee may take FMLA leave to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following termination of the Covered Military Family Member's active duty status. An employee may also take FMLA leave to address issues that arise from the death of a Covered Military Family Member while on active duty status, such as meeting and recovering the body of, making funeral arrangements for, or attending funeral services for the Covered Military Family Member.
- h. **Parental Care:** An employee may take FMLA leave for care of a Covered Military Family Member's Parent who is incapable of self-care.
- i. "Incapable of self-care" means that the individual requires active assistance to provide daily self-care in three or more of the following activities: caring appropriately for one's grooming and hygiene; bathing; dressing; eating; cooking; cleaning; shopping; taking public transportation; paying bills; maintaining a residence; using telephones and directories; using a post office; or other activities or instrumental activities of daily living.
 - ii. An employee may take parental care leave for the following purposes when the need arises from the covered active duty or call to active duty of the Covered Military Family Member:
 - A. To arrange for alternative care of the Covered Military Family Member's Parent from the existing care arrangement;
 - B. To provide care for the Covered Military Family Member's Parent on an urgent, immediate need basis (as opposed to a routine, regular, or everyday basis);

- C. To admit to or transfer to a care facility the Covered Military Family Member's Parent; or
 - D. To attend meetings with staff at a care facility, such as meetings with hospice or social service workers, that are not regular or routine.
 - i. **Additional Activities:** An employee may take FMLA leave for another form of exigency, provided that:
 - i. The reason for the leave arises out of the Covered Military Family Member's active duty or call to active duty;
 - ii. The District and the employee mutually agree that such leave shall be considered taken for a qualifying exigency; and
 - iii. The District and employee mutually agree on the timing and duration of the leave.
- 3. **Employee Notice of Need for Military Exigency Leave.**
 - a. **Timing of Notice:** Employees are required to give notice of the need for military exigency leave as soon as practicable under the circumstances.
 - b. **Content of Notice:** Employees are required to provide the District with sufficient information, depending on the situation, to notify the District as to the anticipated timing and duration of the leave, that a Covered Military Family Member is on active duty or call to active duty status, and that one of the qualifying exigencies in Section V.A.2. is present.
 - c. **Updates from Employee:** The employee is required to advise the District as soon as is practicable when the dates of leave or other circumstances change.
- 4. **District Response to Notice of Need for Military Exigency Leave:** The District will request any additional, necessary information needed to process the employee's request and will also follow the procedures set forth under Section III of this Policy in responding to an employee's notice that he/she has a need for military exigency leave.
- 5. **Certification of Need for Military Exigency Leave:** The District will request certification of the employee's need for military exigency leave when it provides notice under Section III., and will provide the employee with a form to complete or an explanation of the information needed. Employees requesting military exigency leave for the first time for a particular active duty or call to active duty are also required to provide the District with a copy of the military member's active duty orders.
 - a. **Required Information for Certification:**
 - i. A signed statement or description by the employee of the facts supporting the request for leave for one or more of the reasons set forth in Section V.A.2 and any available supporting written documentation, including, but not limited

to, meeting announcements, appointment confirmations, or a copy of a bill for services.

- ii. The approximate date on which the reason for the leave commenced, or will commence.
- iii. The applicable timeframe.
 - A. If for a single, continuous period of time, the beginning and end dates for the employee's absence from work;
 - B. If on an intermittent or reduced schedule basis, the estimated frequency and duration of the employee's absences.
- iv. For leave involving a meeting with a third party, appropriate contact information for the individual or entity, such as name, title, organization, address, telephone number, fax number, and email address, as well as a brief description of the purpose of the meeting.
- v. For leave involving rest and recuperation activities, a copy of the Covered Military Family Member's Rest and Recuperation orders, or other documentation issued by the military indicating that the Covered Military Family Member has been granted Rest and Recuperation leave and identifying the dates of that Rest and Recuperation leave.

b. **Timing of District's Notice of Required Certification:** The District will request the certification in accordance with the timeframes set forth in Section III.N. of this Policy.

c. **Insufficient or Incomplete Certification:** Employees are required to provide a complete and sufficient certification. If an employee provides an incomplete or insufficient certification, the District will give the employee written notice of the deficiencies and seven calendar days to cure the deficiencies, unless seven days is not practicable, despite the employee's diligent, good faith efforts. The employee's leave may be denied if he/she fails to provide timely a required certification.

d. **Verification of Certification:** The District may verify the employee's certification by contacting the appropriate Department of Defense unit to verify the military member is on active duty or call to active duty status. If the exigency involves meeting with a third party, the District may contact the entity or individual with whom the employee is meeting to verify the meeting or appointment schedule and the nature of the meeting. The District will not request additional information. No permission from the employee is required for such verification.

B. Military Caregiver Leave: In addition to military exigency leave, as described above, the FMLA provides for military caregiver leave. As explained at length

below, military caregiver leave is available when an employee whose covered military spouse, registered domestic partner, child, or other covered relative has incurred a serious injury while on active duty.

Specifically, the District will permit an employee who is the spouse, registered domestic partner, son, daughter, parent, or next of kin of a Covered Servicemember in the Regular Armed Forces, National Guard, or Reserves who has incurred a serious injury or illness in the line of duty, while on active duty, to take up to 26 workweeks in a single 12-month period, per Covered Servicemember, and per injury/illness of the servicemember.

Note that there are many differences between military exigency leave and military caregiver leave. The two types of FMLA military leave use different definitions, are utilized for different purposes, and grant different amounts of leave.

1. Definitions:

- a. Armed Forces:** The Army, Navy, Air Force, Marine Corps, or Coast Guard, including the National Guard and Reserves
- b. Authorized Health Care Provider:** For purposes of completing the certification required under Section V.3.b., an authorized healthcare provider includes any one of the following:
 - i. United States Department of Defense ("DOD") health care provider;
 - ii. A United States Department of Veterans Affairs ("VA") health care provider;
 - iii. A DOD TRICARE network authorized private health care provider;
 - iv. A DOD non-network TRICARE authorized private health care provider; or
 - v. Any health care provider permitted to provide medical certification under Section III.N of this Policy.
- c. Covered Servicemember:**
 - i. A current member of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a Serious Injury or Illness; or
 - ii. A veteran who is undergoing medical treatment, recuperation, or therapy, for a Serious Injury or Illness and who was a member of the Armed Forces, at any time during the period of five years preceding the date on which the employee commences FMLA leave to care for the veteran. If the veteran was discharged or released under conditions other than dishonorable, the period from October 28, 2009 through February 8, 2013 shall not be counted in determining whether the veteran's last day of service falls within the five-year period.

- d. Next of Kin:** The nearest blood relative of a Covered Servicemember (other than his/her spouse, registered domestic partner, parent, son, or daughter), in the following priority order:
- i. A blood relative designated in writing by the servicemember as his/her nearest blood relative for purposes of military caregiver leave under the FMLA, who, if so designated, shall be the only next of kin for purposes of this Policy;
 - ii. Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
 - iii. Brothers or sisters;
 - iv. Grandparents;
 - v. Aunts or uncles; and
 - vi. First cousins.

If no blood relative has been designated under section V.B.1.d.i., all blood relatives at the next applicable level of priority shall be considered "next of kin" who may take FMLA leave to provide care for the Covered Servicemember, either simultaneously or not.

- e. Outpatient Status:** The status of a Covered Servicemember who is assigned to a military medical treatment facility as an outpatient, or a unit established for the purpose of providing command and control of members of the military receiving medical care as outpatients.
- f. Parent of a Covered Servicemember:** A Covered Servicemember's biological, adoptive, step or foster father or mother, or an individual who stood *in loco parentis* to a Covered Servicemember, within the meaning of Section III.D. of this Policy.
- g. Son or Daughter of a Covered Servicemember:** A Covered Servicemember's biological, adopted, or foster child, step child, legal ward, or child for whom the Covered Servicemember stood *in loco parentis*, within the meaning of Section III.D. of this Policy, except that this definition shall apply regardless of the child's age.
- h. Serious Injury or Illness:**
- i. **For a current member of the Armed Forces:** An injury or illness incurred by a Covered Servicemember in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty or active duty), and that may render the servicemember medically unfit to perform the duties of his/her office, grade, rank, or rating.
 - ii. **For a veteran who is a Covered Servicemember:**
 - A. An injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's

active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran; and

B. Is one of the following:

1. A continuation of a Serious Injury or Illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating; or
2. A physical or mental condition for which the veteran has received a U.S. Department of Veteran Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the VASRD rating is based, in whole or in part, on the condition precipitating the need for the military caregiver leave; or
3. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
4. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

i. **Veteran:** A person who served in the Armed Forces, and who was discharged or released therefrom under conditions other than dishonorable.

2. **Terms of Military Caregiver Leave.** An employee may take up to 26 weeks of leave, during a 12-month period, to care for a Covered Servicemember with a Serious Injury or Illness. The 12-month period begins on the first date of the employee's military caregiver leave. Otherwise, except as set forth in this policy, the District shall grant military caregiver leave under the same terms that CFRA and other FMLA leave is granted under Section III of this policy.
3. **Relationship to CFRA and Other FMLA Leave:** Leave granted under this Section shall run concurrently with the FMLA and CFRA leave under Section III, unless the employee is caring for his/her "next of kin" who is not covered by the CFRA). Leave granted under this Section shall be included in computing the employee's 12 weeks of leave granted under the FMLA, so that an employee may not, under any circumstances, exceed 26 total weeks of FMLA leave in a rolling 12-month period.

4. **Required Certifications:** The District will provide the employee with a form to complete that certifies the servicemember's family relationship, military status, and Serious Injury or Illness. The employee is required to ensure that this form, or an equivalent form containing the information set forth in this Section, is completely and sufficiently completed and returned within the same time periods set forth in Section III.N. of this Policy. If the employee fails to provide a complete and sufficient form, the District will inform him/her of the deficiencies, and grant the employee at least seven calendar days to cure them.
- a. **Certification of Family Relationship and Military Status:** The District will require proof of the servicemember's family relationship to the employee and proof of the servicemember's military status for the employee's first request of military caregiver leave for a particular illness or injury for a particular servicemember.
- b. **Certification of Serious Illness or Injury:** The District will require certification from an Authorized Health Care Provider that the servicemember is suffering from a Serious Illness or Injury. However, the employee will not be required to reveal the servicemember's diagnosis.
- i. The Authorized Health Care Provider may base the certification upon his/her personal determination and/or may certify his/her reliance upon determination(s) made by an authorized DOD representative or an authorized VA representative. The certification must also include:
- A. The name, address, appropriate contact information (telephone number, fax number, and/or email address) of the health care provider, the type of medical practice, the medical specialty, and the basis on which he/she is an authorized health care provider, as set forth in Section V.B.1.b, above;
- B. The approximate date on which the injury or illness commenced, or was aggravated, and its probable duration; and
- C. Information sufficient to establish that the Covered Servicemember is in need of care, and addressing the following matters:
1. Whether the need for care is for a single continuous period, and if so, an estimate of the beginning and ending dates, including any time needed for treatment and recovery;
 2. Whether there is a medical necessity for periodic care, based on a schedule of planned medical treatment, and if so an estimate of the treatment schedule;

3. Whether there is a medical necessity for periodic care for reasons other than planned medical treatment, such as episodic flare-ups, and if so, an estimate of the frequency and duration of the periodic care.
5. **Alternative Certifications:**
 - a. **Special Automatic Certification:** The DOD may issue a special invitation to a member(s) of a servicemember's family when a DOD health care provider has determined that the injury or illness is serious enough to warrant the immediate presence of a family member at the servicemember's bedside. If the DOD issues an invitational travel order ("ITO") or invitational travel authorization ("ITA") for "medical purposes" to any member(s) of the servicemember's family (even if the employee's name is not on it), the ITO or ITA constitutes automatic certification of military status and Serious Injury or Illness for the period of time specified in the ITO or ITA for the employee to take leave on either a continuous or intermittent basis, and the District will not require further certification of those matters for the specified period of time. However, in this circumstance, the District may still require proof of the covered family relationship between the employee and the servicemember. The ITO or ITA is in effect for the duration specified on it. If the employee wishes to request leave to care for a Covered Service Member beyond the period of time specified in an ITO or ITA, he/she must submit additional certification in accordance with Section V.B.3.b., above.
 - b. **Documentation of Enrollment in Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers:** As another alternative to the certification required under Section V.B.3.b., the District will accept as sufficient certification documentation of the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers, whether or not the employee is the named caregiver in the enrollment documentation. However, the District may still require proof of the covered family relationship between the employee and the servicemember. The District may also require proof of the servicemember's date of discharge and proof that the servicemember's discharge was other than dishonorable.
6. **Authentication and Clarification:** The District may seek authentication and clarification of a certification issued under Section V.B.3.d., or of an ITO or ITA, or of documentation of enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
7. **Second and Third Opinions:** No second or third opinions of the servicemember's Serious Illness or Injury will be sought from an Authorized Health Care Provider who meets the criterion set forth in

V.B.1(a)(i)-(iv); however, when a certification has been completed by an Authorized Health Provider who meets the criteria in V.B.1(a)(v), the District may request a second or third opinion. No second or third opinions will be sought regarding an ITO or ITA for the period of time specified in the ITO or ITA.

8. **Recertification:** No recertifications of the servicemember's Serious Illness or Injury will be sought.
9. **Administrative Delays in Issuance of Military Documents:** When an employee is unable to submit required documentation within the timeframe required under Section III.N, despite his/her diligent, good faith efforts to obtain such documents, the District will not delay or deny leave on the grounds of such administrative delay.

VI. EMPLOYEE RESPONSIBILITIES AND DUTY TO COOPERATE

Employees are expected to fully cooperate with the District in meeting the obligations and requirements set forth under this Policy, as well as those set forth in state and federal law. An employee's cooperation includes, but is not limited to, timely completion of all requested forms and responding to all inquiries for additional information. Cooperation also requires that an employee respond to the District's inquiries for information to determine whether the employee is requesting leave under the FMLA, CFRA, and/or PDL. Employees are also required to consult with the District and make a reasonable effort to schedule foreseeable treatments so as to not unduly disrupt the District's operations. Employees on family care or medical leave will respond to the District's reasonable inquiries and keep the District updated as to the status of the employee's family care or medical leave.

Failure to cooperate with the District or failure to meet the employee's responsibilities may result in a delay in granting the employee's leave, a denial of leave, and/or a denial of the protections and benefits afforded by the FMLA, CFRA, and/or PDL. Employees who have questions about their responsibilities under this Policy will direct their inquiries to Human Resources.



BEAR VALLEY COMMUNITY SERVICES DISTRICT

ATTACHMENT I

PUBLIC WORKS STANDBY & EMERGENCY CALL-OUT POLICY

A. Introduction

The purpose of this policy is to establish guidelines for Public Works employee responses after normal working hours to emergency situations to insure the District's ability to respond to after-hours emergency situations in order to protect the health and safety of the community.

B. Applicability

This policy applies to full-time Public Works employees. Employees will be scheduled on a rotating basis consistent with the Assignment Procedures covered in Section E. To the extent that any provision in a prior memorandum of understanding or the District's employee handbook conflicts with this policy, the terms and conditions of this policy will govern.

C. Policy

1. Assignment Period.

- a. The *weekday standby period* begins at 3:30 pm on Monday and continues to 7:00 am Friday.
- b. The *weekend standby period* begins at 3:30 pm on Friday and continues to 7:00 am Monday.
- c. A *holiday standby period* begins at 7:00 am on the holiday and continues to 7:00 am on the day following the holiday.

2. Standby Pay.

An on-call employee will be compensated at the rate of \$30 per day. If called out during the standby period, the employee will receive call-out pay for time worked in addition to that day's standby pay. Time spent on standby status is not considered hours worked under applicable state or federal wage and hour laws. Additionally, standby pay applies solely to time outside normal hours of employment and is not reportable to CalPERS as compensation.

3. Call-Out Pay & Travel Time.

- a. A minimum of two hours of overtime, at the employee's applicable rate, will be paid for performing on-call emergency work on weekends, or before or after the employee's regularly scheduled shift. ([IWC Orders 1-16, Section 5\(C\)](#)). Additional call-outs occurring within any two hour period do not extend the calculation of hours worked.
- b. If more than two hours are worked, the employee will be compensated for all hours worked at his or her overtime rate.
- c. Employees called out on a District holiday will be compensated at two (2) times his or her regular rate of pay for all hours worked.
- d. The employee will be paid for reasonable travel time both to and from the job site, not to exceed 30 minutes each way.

4. Expectations.

- a. All on-call employees must practice a professional commitment to public service while dealing with the specific emergency in a common sense and sensitive manner.

- b. On call employees must keep an assigned District cell phone with them at all times during the standby period and are expected to respond to all calls within 15 minutes.
 - c. On call employees who are called in for an emergency response are expected to report to the scene of the emergency as soon as possible, in most cases within a maximum of 45 minutes, upon determining a response is warranted.
 - d. On call employees shall not ingest drugs or alcohol during the assigned standby period. Employees must remain in a capable state, able to operate a motor vehicle and perform work duties should they be required to respond to a call.
5. Take Home Vehicle.
- a. A District vehicle equipped with the necessary equipment will be kept at the employee's residence and will be used for call-outs while on standby duty.
 - b. District vehicles should not be used for personal purposes, nor should non-District personnel be transported in the District vehicle without the express permission of the Public Works Director or the employee's supervisor. The exception is for routine, necessary errands which the employee may need to perform while driving the vehicle home or to a work location.
6. Response Procedures.
- a. The on-call employee is responsible for determining whether or not the situation is a true emergency requiring an on-scene response. The on-call employee must collect pertinent information (name, address and telephone number of the reporting party) and a full description of the situation.
 - b. If it is determined by the on-call employee that the situation is a true emergency, the on-call employee must respond to the scene of the emergency as soon as possible, in most cases within a maximum of 45 minutes.
 - c. If the situation is not a true emergency, the on-call employee must notify the reporting party that the request will be forwarded to the responsible party at the start of the next business day.
 - d. A detailed Work Order must be completed for any call out and submitted to the employee's supervisor as soon as is practicable the next working day. The Work Order should include:
 - i. Date, time and name of reporting party (when provided)
 - ii. Incident description, type of call and location
 - iii. Action taken, time involved and equipment used
 - iv. Additional personnel called to assist
 - v. Any necessary follow up
 - e. The District will establish procedures in the event that a response is required by additional or specialized personnel.

D. Emergency and Non-Emergency Situations Defined.

1. Emergency Situations. The following is a list of typical emergencies where a response is appropriate:
- a. Sanitary sewer main blockage.
 - b. Water break or leaks in the District's water system.
 - c. Hazardous material spill where barricades, spill confinement, and/or cleanup is required.
 - d. Major street problem such as significant pavement damage, downed tree or large limb blocking the roadway.
 - e. Significant flooding of streets and/or buildings; large amounts of debris on roadway.
 - f. Large animal blocking roadway.
 - g. Water breaks or leaks on private property (subject to after-hours call out fee)
 - h. Emergency support requests from the Police Department or California Department of Fish & Wildlife.

2. Non-Emergency Situations. The following is a list of situations where an emergency response is not appropriate:
 - a. Minor street problem such as a pothole or small amount of debris.
 - b. Dead animal on roadside or right-of-way.
 - c. Restoration of residential water service following shut-off procedure.
 - d. Non water-related private issues not in the public right-of-way.
 - e. Requests for snow plowing that do not originate from the Public Works Director or Roads Supervisor.
3. Situations Not Covered. When a request for emergency assistance is received and the situation is not clearly covered in this policy, the on-call employee must attempt to contact his or her supervisor for clarification. If the supervisor is not available, the on-call employee must evaluate the facts and act accordingly. If reasonable doubt exists as to the seriousness of the request, the employee must respond to the request.

E. Assignment Procedures

1. An equitable on-call schedule will be prepared and issued annually. The District will create a rotation that distributes the on-call assignments as evenly and fairly as is reasonably possible.
2. Employee preferences will be considered; however, District needs will take precedence.
3. The District will establish procedures for District holiday coverage. Every effort will be made to ensure that the same employee does not work the same major holidays recognized by the District.
4. Employees are expected and required to be available to respond to calls for emergency call-outs during their scheduled standby period. The District may place employees on the on-call schedule as necessary.
5. Substitutions and trades will be allowed subject to the scheduling needs of the District. The scheduled employee is responsible for finding a substitute. No trades may be made which result in any one employee remaining on on-call status for more than two consecutive weeks. The substitution must have prior approval from the Public Works Director or the scheduled employee's supervisor.



BEAR VALLEY COMMUNITY SERVICES DISTRICT

ATTACHMENT J

Police Department Emergency Standby Pay Policy

A. Introduction.

The purpose of this policy is to establish guidelines for Bear Valley Police Department ("Department") responses to emergency situations and to provide procedures for employees placed on emergency standby status to ensure the District's ability to respond to emergency situations in order to protect the health and safety of the community.

B. Applicability.

This policy applies to all sworn Department employees. To the extent that any provision in a prior memorandum of understanding or the District's employee handbook conflicts with this policy, the terms and conditions of this policy will govern.

C. Policy.

1. **Assignment.** Sworn Bear Valley Police Department employees may be placed on emergency standby by the Chief of Police (or the Chief's designee) for emergency patrol response during periods of critical staffing shortages.
2. **Expectations.**
 - a. Employees assigned to emergency standby must be available to immediately answer their radio or phone when called. Employees using personal radios or phones are responsible for providing the Department with up to date contact information.
 - b. Employees assigned to emergency standby must remain within a 30 minute response time to the District.
 - c. Employees must refrain from the use of alcoholic beverages and any other activity which might impair their ability to safely respond to an emergency while assigned to emergency standby status. Employees must remain in a capable state, able to operate a motor vehicle and perform work duties should they be required to respond to a call.
3. **Take Home Vehicle.** Employees will be provided with either a marked or unmarked police vehicle to expedite their response while on emergency standby status. If assigned an unmarked vehicle, the employee may drive the District vehicle to attend to necessary personal business, such as meals and family commitments, if the employee remains within the 30 minute response time to the District. Department employees may transport

non-employees in the District vehicle with prior express permission of the Chief of Police or the Chief's designee.

4. Response Procedures.

- a. Once notified of an emergency response situation, the employee must respond directly to the incident as quickly and safely as possible.
- b. When responding to an incident upon being notified, the employee must either wear the full Department uniform or civilian clothes with an official Department jacket and duty belt clearly identifying them as a sworn Department employee.

5. Standby Pay. Employees placed on emergency standby status will be compensated at a rate of:

- a. \$15 per hour of standby.

6. Call-Out Pay. Employees who respond to an incident while on emergency standby status will be compensated at their applicable rate of overtime pay from the time of notification to the completion of the incident, with a minimum of two hours. This will be in lieu of any standby pay for the period of the incident to which the employee responds. If less than two hours are required for the emergency response, the employee will perform additional Department duties for the remainder of the call-out time.



BEAR VALLEY COMMUNITY SERVICES DISTRICT

ATTACHMENT K

SOCIAL MEDIA POLICY

I. PURPOSE

This Social Media Policy provides guidelines for the establishment and use by the Bear Valley Community Services District (District) of social media sites as a means of conveying information to members of the public.

The intended purpose of the District's Social Media Pages is to make the public aware of information from the District regarding the District's mission, meetings, activities, events, services, and current issues pertinent to the residents of Bear Valley Springs. The District's use of social media is not intended to provide notices required by state law or replace traditional methods of communication. Nor is the use of social media intended for receiving comments on or objections to projects or matters before the District's Board of Directors or committees. Rather, the use of social media is intended to supplement traditional methods of communication.

Although social media provides an interactive platform, the District intends to create only a limited public forum subject to the restrictions set forth in this policy, as well as any service provider's terms of use and posting guidelines.

The District has an overriding interest and expectation in protecting the integrity, security, accuracy, and quality control of the information posted on any District Social Media Page, as well as the content that is attributed to the District and its officials. All District Social Media Pages must comply with this policy.

Any questions regarding this policy should be directed to the General Manager. The General Manager has oversight of the District's overall social media program and the authority to enforce this policy.

II. DEFINITIONS

"Content Manager" means any person authorized to establish, create, or post content on behalf of the District on a District Social Media Page. The Content Manager will be the point person for posting content, quality control, questions, day to day management, and monitoring District Social Media Pages to ensure consistency of tone and message. All Content Managers must be approved by the General Manager.

"District Social Media Pages" means social media sites, pages, mobile applications, services, or feeds established and maintained by an authorized Content Manager on behalf of the District or any of its Departments, and through which information is provided to the general public.

“General Manager” means the District’s General Manager or his or her designees, which, as applicable, may include any Content Manager.

“Posts” or “Postings” or “Comment” or “Comments” means information, articles, pictures, videos or any other form of content or communication displayed on a District Social Media Page. Posts or comments by members of the public on any District Social Media Page are also governed by this policy.

“Social media sites” refers to interactive on-line platforms which allow users to create and share content. Examples include but are not limited to Facebook, Twitter, NextDoor, YouTube, and Instagram.

III. GENERAL POLICY

- A. Content Managers must comply with this policy and with all terms of service and usage rules and regulations required by the social media site service provider, including privacy policies and content guidelines.
- B. Content Managers must conduct themselves online at all times as a professional representative of the District, consistent with the District’s mission, and in accordance with all other applicable District policies.
- C. The District’s official website at www.bvcsd.com remains the District’s primary means of communication via the Internet. Wherever possible, District Social Media Pages must identify and link back to the District’s official website for in-depth information about the District, forms, surveys, polls, documents, policies, online services, and other information necessary to conduct business with the District.
- D. No person may establish a District Social Media Page without the written approval of the General Manager
- E. Prior to establishing any District Social Media Page, the Content Manager must submit the contract, terms of service, rules, and regulations of the service provider, pertaining to the proposed social media site, to the General Manager and District counsel for legal review and assessment.
- F. The establishment and maintenance of District Social Media Pages is subject to approval by the General Manager as follows:
 - 1. All District Social Media Pages will be created using an official District email account and should bear the name and official logo of the District.
 - 2. All District Social Media Pages will utilize authorized District contact information for account set-up, monitoring, and access. Content Managers may not use personal email accounts or phone numbers for such purposes.
 - 3. The District will maintain a list of all District Social Media Pages, along with all log-in and password information and any other administrative credentials for each and every District Social Media Page.

4. Content Managers should exercise best practices and sound judgment when creating log-in credentials for District Social Media Pages. Passwords should include at least one number and one special character. The District also recommends the use of distinct passwords for each District Social Media Page.
 5. Any time a Content Manager leaves their position and is no longer managing District Social Media Pages, passwords must be changed for all accounts to which the Content Manager had access. Whenever any password is changed, the General Manager must be notified immediately.
- G. All District Social Media Pages must be maintained and managed consistent with the Brown Act, the California Public Records Act, and any and all other applicable federal, state, or local laws, including adherence to established laws and policies regarding records retention, conflicts of interest, and copyrights.
 - H. District Social Media Pages must clearly state that such pages are maintained by the District, are intended only as limited public forums, and that the pages comply with the District's Social Media Policy. The District's Social Media Policy must be displayed to users or made available by hyperlink, and must be available on the District's website. District Social Media Pages must also clearly reference or provide a hyperlink to the Terms of Use and Comment Guidelines, as set forth in Section V of this policy.
 - I. Any content maintained on a District Social Media Page that is related to District business, including a list of subscribers and posted communication, may be considered a public record and subject to public disclosure. Content related to District business should be in an accessible format so it can be produced in response to a request.
 - J. The General Manager reserves the right to terminate any District Social Media Page at any time with or without notice. The District also reserves the right to change, modify, or amend all or part of this policy at any time, with or without notice.
 - K. District Social Media Pages may contain content, including but not limited to, advertisements or hyperlinks over which the District has no control. The District does not endorse any hyperlink or advertisement placed on the District Social Media Pages by the social media site's owners, vendors or partners.
 - L. Postings are to be made primarily during normal business hours. After-hours or weekend postings may be made when the news or information is relevant to an event or activity occurring, in the event of a disaster/emergency situation, or with the approval of the General Manager.

IV. DISTRICT CONTENT STANDARDS AND USE GUIDELINES

- A. Content posted on District Social Media Pages is subject to oversight by the General Manager.
- B. The content of District Social Media Pages may only pertain to District-sponsored or District-endorsed programs, services, policies, or events, or items of general community interest. Content may include, but is not limited to, information, articles, photographs, videos, and hyperlinks.

- C. Content Managers authorized to post items on any of the District’s Social Media Pages must review, be familiar with, and comply with the social media site’s use policies and terms and conditions.
- D. The District must have full permission and rights to any content posted by or on behalf of the District or its Departments, including all photographs and videos.
- E. Postings must not contain any personal information (including home addresses, phone numbers or social security numbers), except for the names of employees whose job duties include being available for contact by the public, or information deemed confidential, proprietary, private, or financial about the District or any District employee, contractor, elected or appointed official, or member of the public. Postings must contain information that is freely available to the public and not be confidential as defined by any District policy or state or federal law.
- F. Content Managers may use District Social Media Pages to “share,” “like,” or “retweet” content from other District or Department Social Media Pages. District Social Media Pages may also “share,” “like,” or “retweet” content from other government entities, civic organizations, or nonprofit organizations’ social media pages, at the discretion of the General Manager. “Liking” or “sharing” or “retweeting” of political, social, or religious material is prohibited.
- G. Members of the Board of Directors and any Board Committee subject to the Brown Act (e.g., members of a District legislative body) must abide by Section 54952.2 of the Brown Act when using social media sites. That statute provides that members of a legislative body may engage in separate conversations or communications on social media sites to: (1) answer questions, (2) provide information to the public, or (3) solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body; provided, however, that a majority of the members of the legislative body may not use the social media site to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body.

In addition, a member of a District legislative body may not respond directly to any communication on a social media site regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

Finally, a member of a District legislative body should not use social media sites to express an opinion or make statements on a matter that may come before the member’s legislative body for a decision that would tend to demonstrate the official has a bias or had made up his or her mind before a noticed Brown Act meeting, without having all the facts, information or evidence that may be presented at the meeting, as such pre-decisional communication could form the basis of a claim of bias that could result in the disqualification of the member from participating in the underlying matter and/or require the reconsideration of the matter without the member if deemed to be biased after a decision is made by the legislative body.”

- H. Content Managers may not express their own personal views or concerns through postings on any District Social Media Page. Instead, postings on any District Social Media Page by Content Managers must only reflect the views of the District and be factual in nature.

- I. Content Managers may share links to other social media sites and outside websites that offer helpful resources for users. The District is not responsible for the content that appears on these outside links and provides these links as a convenience only.
- J. Except as expressly provided in this policy, use of any social media site must comply with all applicable District policies pertaining to communications and the use of the internet by employees, including email content.

V. TERMS OF USE AND COMMENT GUIDELINES

The following Terms of Use and Comment Guidelines must be prominently posted on all District Social Media Pages in the “About” and/or “Page Information” and/or similar description areas, or be made available through a prominently displayed hyperlink or through other means to convey the Terms of Use and Comment Guidelines to members of the public and users of the service provider.

Terms of Use and Comment Guidelines

- A. This is an official Social Media Page of the Bear Valley Community Services District. For more information about the District, please visit www.bvcsd.com. This Social Media Page is intended to serve as a mechanism for providing information to the public from the District about the District’s mission, meetings, activities, events, programs, services, and other information of community interest. This Page is intended only as a limited public forum and is maintained consistent with the District’s Social Media Policy. All public comments should be limited and responsive to the content of the initial post and are subject to the restrictions set forth in these Terms of Use and Comment Guidelines and the District’s Social Media Policy, as well as the service provider’s terms of use and posting guidelines.
- B. This Bear Valley Community Service District Social Media Page is for general public information only. Should you require a response from the District or wish to request District services, you must go to www.bvcsd.com or call the District at 661-821-4428. Requests for copies of public records must be made to the Secretary of the Board of Directors and may not be made through this site or page.
- C. By reviewing the District’s Terms of Use and Comment Guidelines, and proceeding further to utilize or access a District Social Media Page, you hereby agree to these Terms of Use and agree to comply with the Comment Guidelines.
- D. A comment or post by a member of the public on any District Social Media Page is the opinion of the commenter or poster only, and does not imply endorsement of, agreement with, or reflect the opinions or policies of the District.
- E. When available, the District will utilize a social media site automatic content filtering features to ensure content uses appropriate for a public agency, “family friendly” forum.
- F. Users should be aware that links to external pages and sites, and the information found on those pages and sites, are not controlled by or endorsed by the District. The District reserves the right to delete links posted by outside individuals that violate the District’s post policy at any time without notice.
- G. All content on District Social Media Pages is subject to monitoring. Comments containing any of the following inappropriate forms of content will not be permitted on any of the

District's Social Media Pages, and are subject to removal and restriction by the General Manager:

1. Comments not related or responsive to the original topic, including random or unintelligible comments; profane, obscene, violent, sexual or pornographic content and/or language;
2. Content that promotes, fosters or perpetuates discrimination or harassment on any legally protected category to include race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military and veteran's status, or any other category protected by federal or state law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics;
3. Defamatory or personal attacks;
4. Threats to any person or organization;
5. Comments in support of, or in opposition to, any political campaigns or ballot measures;
6. Solicitation of commerce, including but not limited to advertising of any business or product for sale;
7. Conduct in violation of any federal, state or local law;
8. Encouragement of illegal activity;
9. Information that may tend to compromise the safety or security of the public or public systems;
10. Content that violates a legal ownership interest, such as a copyright, of any party;
11. Harassment or content which constitutes and/or facilitates stalking;
12. Content which violates the right to privacy;
13. Encouragement of violence; and
14. Comments which may reasonably interfere with, inhibit, or compromise law enforcement investigations, police tactics, police responses to incidents and/or the safety of police staff and officers.

The above list is not necessarily exhaustive and the District reserves the right to remove or restrict any post or comment that violates the purpose or spirit of these Terms of Use and Comment Guidelines. The District further reserves the right to deny access to District Social Media Pages for any individual who violates the District's Social Media Policy or these Terms of Use and Comment Guidelines, at any time and without prior notice.

- H. Comments posted to District Social Media Pages will be monitored and inappropriate content as defined above will be removed as soon as possible and without prior notice.

VI. PRIVATE SOCIAL MEDIA USE BY EMPLOYEES

- A. District employees are personally responsible for the content they publish on the Internet, social media sites, blogs, or any other form of user-generated media. Be mindful that nothing posted on the Internet is private, and such material can be used in administrative investigations, discipline, and litigation. If you identify yourself as a District employee, ensure your profile and related content is consistent with how you wish to present yourself to colleagues and the community.
- B. While things you say on the Internet, including comments made on social media sites, may be subject to both First Amendment protections and limitations, any personal use of social media sites outside of work must not give the appearance that you are speaking pursuant to your official job duties with the District or on behalf of the District. For example:
 - 1. Do not use your work e-mail address to register for personal social media accounts.
 - 2. Do not display the District Logo or other official District symbols, emblems, or patches on your personal social media accounts.
 - 3. Do not provide or disclose the District's confidential, private, financial, or other proprietary information or personnel or private information about other District employees, agents, volunteers, contractors, or elected or appointed officials, or any other individual or business entity associated with the District.
 - 4. Do not state or imply that you speak for the District, for a District Department, or for District officials.
- C. District employees are expected to remain respectful of the District and its officials, officers, employees, agents, volunteers, contractors, or elected or appointed officials, or any other individual or business entity associated with the District.
- D. The posting of material that is obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, hateful, or embarrassing to another person or entity that could contribute to a hostile work environment, or that otherwise detrimentally impacts the workplace or violates the District's standards of conduct may be grounds for discipline.
- E. Employees should not use personal social media sites for District related activities, such as communicating with volunteers and the general public, unless expressly authorized to do so by the District.
- F. Employees are not permitted to access non-work-related social media sites during work hours or with District computers or devices.
- G. Failure to comply with any of the provisions of this Policy may result in disciplinary action. Please direct all questions regarding this Policy to the General Manager.
- H. Nothing in this policy is intended to prohibit employees from speaking as a private citizen on matters of public concern, or from engaging in protected speech, or engaging in any other concerted or activity protected by law.