

IRONHOUSE SANITARY DISTRICT

Terms and Conditions of Employment



ADOPTED: The Ironhouse Sanitary District's Terms and Conditions of Employment approved by the Board of Directors June 15, 2021.

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WELCOME TO IRONHOUSE SANITARY DISTRICT

We have always emphasized that outstanding people are the key to our success. Through the efforts of our people, Ironhouse Sanitary District has become a leader. To ensure continued success, it is important that all employees understand and comply with our policies and procedures. This document will familiarize you with the various aspects of working with Ironhouse Sanitary District; you are encouraged to use it as a valuable resource for understanding the rights, benefits, and obligations of your employment with the District. If you have any questions about this document specifically, or about the District's policies and procedures generally, please do not hesitate to ask them of either your supervisor or any member of the management team.

Best wishes to you, and welcome to Ironhouse Sanitary District.

1. Introduction

The Ironhouse Sanitary District (“District”) Terms and Conditions of Employment (“Conditions”) is intended to provide useful information regarding current policies and benefits. Any of the District’s Conditions and benefit programs currently, with the sole exception of the District’s policy on at-will employment, may be added to, revised, suspended, or eliminated by the District with written notice to all employees in response to business needs or changing legal requirements.

District benefit plans are defined in legal documents such as insurance contracts and official plan documents. If a question ever arises about the nature and extent of plan benefits or if there is conflicting language, the formal language of the insurance contracts or plan documents govern. Plan documents are available for inspection in the District administrative office.

2. Ethical Standards/Conflict of Interest

The District has an excellent reputation for conducting its business activities with integrity, fairness, and in accordance with the highest ethical standards. Employees enjoy the benefits of that reputation and are obligated to uphold it in every business activity. If in doubt whether an activity meets District ethical standards or could compromise the District’s reputation, seek guidance from your supervisor or management staff, refer to the District’s Conflict of Interest Code (Appendix A – <http://www.Conflict Of Interest Policy>)

Open Door Policy

Employees are encouraged to share their work-related concerns, seek information, provide input, and resolve work-related problems/issues through their immediate supervisor, and as appropriate, consult with any member of management toward those ends. The District’s objective is to acknowledge and understand employee concerns, to encourage employee input, and to seek resolution to work-related problems/issues.

The District encourages employee suggestions or ideas to improve methods, procedures, and working conditions, reduce costs or errors, or otherwise benefit the District and its employees and the public we serve. Management will review all suggestions or ideas and decide the best course of action, if any, to take.

3. Duty to Report

To protect the public interests, and in accordance with the District’s Whistleblower Protection Code (Appendix B - <http://www.Whistle Blower Protection Code>) any District employee who believes he/she has witnessed any of the following has a duty to report it:

- Gross mismanagement;
- Misuse of District resources;
- Abuse of authority; or

- Substantial and specific danger or threat of danger to the health or safety of District employees and/or the public.

A report regarding of any of the above must be made in writing, under penalty of perjury, and signed by the reporting employee. This report should be submitted to the employee's direct supervisor, unless the report concerns the conduct of that supervisor. In such case, the report should be submitted either to the General Manager or to the President of the District's Board of Directors.

Employees who, in good faith, report perceived misconduct and/or perceived abuse of the public trust will not be retaliated against. Any employee who violates this policy prohibiting retaliation will be subject to discipline, up to and including termination.

4. District Management Rights

The District shall solely and exclusively retain, whether exercised or not, all express and inherent rights and authority pursuant to law unless modified in writing and approved by the Board. District management rights include, but are not limited to, the right to:

- Determine the mission of the District and all its subdivisions.
- Full and exclusive control of the management and organization of the employer; supervision of all operations; determinations of methods, means, location, and assignments of performing all work; and the composition, assignment, direction, location, and determination of the size and mission of the work force.
- Determine the work to be done by employees, including establishment of service levels, appropriate staffing, and the allocation of funds for any position(s) within the organization.
- Review and inspect, without notice, all employer-owned facilities, including, without limitation, desktop computers, desks, email, facsimile, and copy machines, computer storage drives, voicemail systems, and filing cabinets and systems. This section shall not grant the unfettered right to inspect personal property without legal cause.
- Change or introduce different, new, or improved operations, technologies, methods, or means regarding any work, and to contract out for the work.
- Establish and modify qualifications for employment, including the content of any job classification, job description, or job announcement, and to determine whether minimum qualifications are met.
- Establish and enforce employee performance standards.
- Schedule and assign work, make reassignments, and assign overtime work.
- Hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend, or reduce in step or grade, all employees.
- Reorganize any of its divisions and reassign workers accordingly.

- Require fitness-for-duty evaluations upon reasonable cause.
- Require drug and/or alcohol tests upon reasonable suspicion of possession of illegal drugs or alcohol in the workplace, or impairment while on the job.
- Investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully, and cooperate in good faith regarding any employer investigation.
- Designate employees as exempt or non-exempt pursuant to the Fair Labor Standards Act.
- Maintain orderly, effective, and efficient operations.

5. Employment

At Will Employment

All employment with the District is “at will.” That means that both the employee and the District have the right to terminate the employment relationship at any time, without cause or advance notice. This also means that any District employee may be demoted, disciplined, have job responsibilities altered, or be transferred between departments without cause or advance notice. No experience with the District, including, but not limited to, oral statements, length of employment, performance reviews, promotions, salary increases, or disciplinary measures may be regarded as implicitly changing this at-will policy.

Equal Employment Opportunity

The District maintains a policy of equal employment opportunity for all employees and applicants for employment. The District hires, trains, promotes, and compensates individuals on the basis of personal competence and potential for advancement without regard for race, color, religion, sex, sexual orientation, ethnic or national origin or ancestry, veteran status, age, marital status or registered domestic partner status, physical or mental disability, medical condition, pregnancy, or citizenship, or any other classifications protected by applicable federal, state, and local laws.

The District makes reasonable accommodation for employees with disabilities. Requests for reasonable accommodation must be made to the General Manager.

The District’s equal employment opportunity policy applies to all aspects of employment with the District, including recruiting, hiring, training, transferring, promoting, job benefits, pay, dismissal, educational assistance, and social and recreational activities.

Any alleged incident of discrimination must be reported in writing, under penalty of perjury, and signed by the reporting employee. This report should be submitted to the employee’s direct supervisor, unless the report concerns the conduct of that supervisor. In such case, the report should be submitted either to the General Manager or to the President of the District’s Board of Directors.

Employees who, in good faith, report perceived discrimination will not be retaliated against. Any employee who violates this policy prohibiting retaliation will be subject to discipline, up to and including termination.

6. Types of Employment

“Full-time” or “regular” employees are employees who are regularly scheduled to work a minimum of 40 hours per workweek. These employees are eligible for all District-sponsored benefits.

“Part-time” or “Temporary” employees are limited to working no more than 960 hours per fiscal year. “Part-time” or “Temporary” jobs are typically less than 40 hours per workweek, of limited duration and/or arising out of special projects, abnormal workloads or seasonal needs, and to cover emergencies, or other unique circumstances. An employee does not change from part-time or temporary status to another status unless specifically hired into a “Full-time” position in writing by the General Manager. Part-Time or Temporary employees are not eligible for any District-sponsored benefits.

7. Changes in Employment Status

“**Transfer**” means movement from one job or classification to another where the employee meets the minimum qualifications and the pay difference is less than or equal to 5%. An employee may be transferred at any time from one position to another position.

“**Promotion**” means upward movement from one job or classification to another where the employee meets the minimum qualifications and the pay difference is greater than 5%. It is the District’s preference to promote from within when filling job vacancies although this may not always be possible due to legal requirements and the levels of education and other qualifications required for many positions. An employee’s past performance, qualifications, potential abilities, and job experience are important factors that are considered in the selection of employees for promotion.

“**Demotion**” means downward movement from one job or classification to another where the employee meets the minimum qualifications and the pay difference is greater than 5%. An employee may be demoted for disciplinary reasons, reorganization, economic reasons, or when it is deemed that the employee is better suited to a downgraded position.

“**Resignation**” means an employee’s voluntary termination of employment. A resignation becomes final when accepted by the District and thereafter cannot be withdrawn. When an employee leaves voluntarily, the District expects at least two weeks’ notice be given in writing and four weeks for Managers and Executives. An employee who fails to provide such advance notice shall be considered ineligible for rehire. The District reserves the right to initiate the resignation anytime between the date the resignation is submitted and the date sought by the employee as the last day of employment.

“**Termination**” means involuntary termination of employment. An employee may be terminated at any time with or without cause, warning, or advance notice.

“**Layoff**” means involuntary termination of employment for economic reasons, District reorganization, or other reasons requiring a reduction in the number of District employees. Factors such as job classification, length of continuous service, ability and fitness to perform the

required work, and past employment with the District will be considered in determining which employees will be affected.

“Rehire” means an employee who resigned employment with the District but is eligible for rehire at his/her prior benefit status in light of seeking reemployment with the District within six months of the date resignation. If an employee who resigned seeks reemployment more than six months following his/her resignation, the employee is only eligible for the same benefits as newly hired employees.

8. Employment of Relatives

“Relative” means a spouse, domestic partner, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, in-laws of those enumerated by marriage or domestic partnership, or those with an *in loco parentis* relationship to another employee.

“Spouse” means two persons who have a valid marriage, or two people who are registered domestic partners pursuant to California Family Code Sections 297 *et seq.*

“Supervisory relationship” means one in which one employee exercises the right to control, direct, reward, or punish another employee by virtue of his/her District duties and responsibilities.

“Employee”, for purposes of this section only, is one who receives a District payroll check for services rendered.

Policy as to Relatives

The District has the discretion not to hire, appoint, promote, or transfer a person to a position within the same department in which the person’s relative already holds a position, when such employment would result in any of the following:

- A direct or indirect supervisory relationship;
- The two employees having job duties which require performance of shared duties on the same or related work assignment(s);
- Both employees having the same immediate supervisor; or
- A potential for creating an adverse impact on supervision, safety, security, morale, or efficiency that is greater for relatives than for unrelated persons.

Employees Who Become Spouses or Domestic Partners

If two District employees who work in the same department become spouses or domestic partners, the District has the discretion to transfer one of the employees to a similar position in another department. Although the wishes of the employees in question will be given consideration, the District retains sole discretion to determine which employee is to be transferred based upon District needs, operations, and/or efficiency. Notwithstanding any provision in these Conditions, any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal.

If continuing employment of both employees cannot be accommodated in a manner consistent the District’s interest in the promotion of safety, security, morale, or efficiency, then the District retains sole discretion to terminate one employee from employment. Any such termination is not considered disciplinary and is not subject to any grievance or appeal.

9. Recruitment, Examination, and Hiring

Recruitment

The District may utilize any reasonable recruitment process for attracting qualified applicants. Recruitments may be open or may be limited to District employees. When in the best interest of the District, the General Manager may make appointments without going through a recruitment process.

Announcements

Recruitments for positions will be publicized by methods the District deems appropriate. Recruitments shall be conducted in accordance with equal employment opportunity guidelines as well as appropriate and valid selection procedures.

Application Materials

Application materials shall require information covering training, experience, and other pertinent information designed to determine if the applicant meets the minimum qualifications for the position. Application materials may include references and background checking, including fingerprinting. Applications and examination records are confidential and shall not be returned to or shared with applicants. No applicant shall be asked information that is prohibited under any state or federal law.

Disqualification

An applicant may be disqualified for good cause. An applicant has no right to grieve or appeal any such actions by the District. Reasons for disqualification include but are not limited to:

- Improperly Completed Application: The applicant did not properly complete the application materials.
- Minimum Qualifications: The application indicates on its face that the applicant does not possess the minimum qualifications for the position.
- Essential Duties: The applicant is unable to perform the essential functions of the position with or without reasonable accommodation.
- Illegal Drugs: The applicant is currently using illegal drugs.
- Conviction of a Crime: The applicant has been convicted of a crime that may have an adverse impact on the applicant's ability to perform the job for which the applicant is applying.
- Legal Right to Work: The applicant is not legally permitted to work within the United States.
- False Statements: The applicant has made a false statement of any material fact or practiced or attempted to practice deception or fraud in the application or examination process.

- **Material Cause:** Material cause, in the judgment of the District, would render the applicant unsuitable for the position, including a prior resignation or termination from District service, or significant disciplinary action.

Examination Process

All hiring shall be made according to merit and fitness. The District may utilize any legitimate objective method to determine the qualifications of applicants, including, but not limited to, written tests, physical agility tests, oral examinations, training and experience review, panel interviews, and assessment centers. The selection practices used shall be impartial and relate to those subjects that fairly measure the relative capacities of the applicants to execute the duties and responsibilities of the position.

The District may conduct the selection processes itself or contract with any competent organization, individual, or firm for preparing and/or administering examinations.

Examination results will not be provided to applicants. However, if requested, a debriefing with the applicant may be given, within the sole discretion of the General Manager.

When necessary to meet continued requirements for filling positions, the closing date for any selection process may be indefinite and applicants may be tested continuously in such manner and at such times and places as may be determined by the General Manager.

Backgrounds

As part of the pre-employment procedure, the District shall have the right to conduct a complete and exhaustive background investigation on all applicants seeking employment, including reference and public records check, a criminal background check, where applicable, and when deemed appropriate by the District, a medical and/or psychological examination by District-retained medical practitioners. Any medical or psychological examination may be conducted only after a conditional job offer has been made by the District, in accordance with applicable law.

Appointments

The General Manager has the sole authority to hire. The General Manager may appoint any competent applicant to a position for which the applicant is qualified. Positions may be full-time or part-time, long-term or short-term, depending on the needs of the District. The General Manager may appoint a designee to perform this function.

10. Job Abandonment

An employee is deemed to have resigned if the employee is absent for three consecutive work days without prior authorization and without notification during the period of the absence. Employees will be given an opportunity to explain the absence and failure of notification to the General Manager or designee before final action is taken. An employee terminated from employment for job abandonment may be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. An employee terminated for job abandonment has no right to file a grievance or otherwise appeal.

11. Employee Performance Evaluation and Performance Based Salary Increases

Evaluations

It is the responsibility of every supervisor to formally evaluate and document employee performance. Evaluations are to be true reflections of employee performance supported with documentation and examples. New employees are evaluated upon completing approximately 1040 hours of active duty and then, along with existing employees, annually thereafter upon completing approximately 2080 hours of active duty. Supervisors may also conduct interim progress assessments as necessary for remedial or recognition purposes.

Supervisors are responsible for keeping employees apprised of their ongoing performance, including areas where performance needs improvement and where performance exceeds expectations.

Performance Based Salary Increases

A Performance Based Salary Increase is advancement to a higher salary level within the employee's classification salary range. All such increases must be justified by a formal evaluation of employee performance which is overall satisfactory or better. Supervisors have the discretion to recommend salary increases based on the evaluation and subject to approval of the General Manager.

12. Acting Pay When Assigned Full Scope of Vacant Position

At times when a position of employment is vacant, the District may temporarily appoint a subordinate employee to fill the position. A vacant position means the incumbent has left employment, is on an extended leave, been temporarily reassigned, transferred or promoted to another position.

If an employee is temporarily appointed by the District in writing to fill a more senior position (e.g., one with greater responsibility, higher necessary knowledge, skills, and abilities), he/she shall receive increased compensation in the higher position's salary range that is at least a five percent (5%) increase above the employee's current base pay if: (1) the employee holds the position for over 30 days; (2) the employee meets the minimum qualifications at the time the employee performs the full scope of duties.

Pursuant to CA Government Code Section 20480, when the position is vacant on a basis other than temporary, and pending recruitment and hiring, the duration of the temporary appointment shall not exceed a total of 960 in a fiscal year.

13. Certification/License Recognition

As a condition of employment, it is the employee's responsibility to maintain the certification(s) and/or license(s) required by their respective classification. Upon obtaining or renewing a required certification(s) and/or license(s), the District will reimburse the employee for the costs of any successful examination and/or application fees incurred, but exclude reimbursement for any late fees, postage, preparation courses, material(s), travel, and/or other costs.

Upon sufficient demonstration of increased operational functionality and value to the District as a result of obtaining a certification or license not required by an employee's classification (either

unrelated or of a related higher level), the employee may qualify for Recognition Pay. To be considered, the employee must submit a Recognition Pay Request Form, along with the original certificate or license, to their immediate Supervisor. The Recognition Pay Request Form as well as the certificate and license submitted will be reviewed for approval by the immediate Supervisor, Department Head, and the General Manager. Upon approval of the supervisor, Department Head, and General Manager, the employee will begin receiving Recognition Pay in the amount of 2.5% of base salary for the subject certification or license. Multiple recognitions may be similarly granted, but shall not compound, nor exceed, a total of 5.0% of base salary. Recognition Pay shall commence the first full pay period following the employee's submission of the authorized Recognition Pay Request Form. All requests are considered on a case-by-case basis (factors such as: direct applicability to work needs, number of employees already in possession of the certification or license, fiscal constraints, etc.).

Any change to an employee's classification and/or upon placement into a different classification, change in technology, or cessation of recognition the certification or license by the authorizing entity will automatically trigger a review of Recognition Pay applicability, which may result in revocation of part or all of the employee's Recognition Pay.

Maintaining a non-required certification and/or license is at the sole discretion of the employee; however, any Recognition Pay received by an employee will be revoked immediately upon the expiration/termination of any and all non-required certification(s) and/or license(s). All costs for a certification and/or license not required by an employee's classification, including "highly desired", but excluding related higher level, will not be reimbursed by the District.

Employees must provide the original proof of any certification or license under this section, and any renewals, to Human Resources. Human Resources will copy the original, return it to the employee, and maintain the copy in the employee's personal file.

14. Hours of Work and Overtime

Schedules

Full-time District employees work one of the following schedules:

Regular schedule: Monday through Friday, 8 hours per day.

9/80 Schedule A: Monday through Thursday, 9 hours per day and every other Friday for 8 hours.

9/80 Schedule B: Tuesday through Friday, 9 hours per day and every other Monday for 8 hours.

Construction, assignment, and beginning and ending times of any shift are subject to change and determined solely by the District.

"Work Week" Defined

For all employees, the "work week" is defined as the seven (7) calendar day period commencing at 12:00 a.m. Sunday through 11:59 p.m. Saturday.

"Fair Labor Standards Act" (FLSA) Work Period" Defined

Regular schedule: the FLSA work period coincides with the work week.

9/80 Schedule A: the FLSA work period is defined as the seven (7) consecutive 24-hour periods commencing mid-shift on the 8-hour Friday worked.

9/80 Schedule B: the FLSA work period is defined as the seven (7) consecutive 24-hour periods commencing mid-shift on the 8-hour Monday worked.

15. Breaks and Meal Periods

Full-time employees are allowed two paid 15-minute breaks per shift (one during each half of the shift), and one unpaid meal period of at least 30 minutes in length. Supervisors control when breaks and meal periods are taken to ensure that employees' positions and duties are covered, as necessary, for efficient operations. While permissive and not an employee right, supervisors will make reasonable effort to allow all breaks and meal periods.

16. "Overtime" Defined.

"FLSA Overtime" is all hours an FLSA non-exempt employee works over 40 hours in his/her work week. Sick Leave hours shall not count as hours worked for FLSA Overtime. Overtime is compensated at 1.5 times the employee's FLSA regular rate of pay.

"Shift Overtime" is all hours an FLSA non-exempt employee actually works over his or her scheduled 8 or 9-hour shift in a work day. Overtime is compensated at 1.5 times the employee's FLSA regular rate of pay.

"Holiday Overtime" is all hours an FLSA non-exempt employee works on District-observed holidays as specified in Section 25 – Holidays.

For purposes of both FLSA Overtime and Shift Overtime, an employee's use of accrued vacation, compensatory time off, floating holidays, and 9/80 accumulated hours during a work week or shift will be counted as time worked.

17. Prior Approval and Mandatory Overtime

Absent a true emergency where prior authorization would cause a detrimental impact, employees are not permitted to work overtime except as authorized or directed. Working overtime without prior authorization, or refusing to work overtime as directed, is grounds for discipline. While employees can be ordered to work overtime, reasonable efforts will be made to plan and assign overtime work with consideration for employees' individual needs.

18. Option for Compensatory Time Off

Upon employee request, the District may grant compensatory time off (CTO) at 1.5 times the employee's FLSA regular rate in lieu of monetary overtime compensation. Accumulated CTO shall not exceed 240 hours. Any request for CTO in lieu of monetary overtime compensation that

would exceed a total of 240 compensatory hours will automatically be paid as compensation at the rate of one and one-half times the employee's regular rate of pay.

19. Standby Duty

Standby duty may be assigned and scheduled according to the needs of the District. Normally, standby duty will be assigned and rotated amongst qualified staff in one (1) week intervals, beginning and ending every Wednesday at 7:00 a.m. The District shall pay \$450 per calendar week to employees assigned standby duty regardless of Holidays. The total number of employees receiving standby pay at any given time shall not exceed two, (2) unless approved in advance by the General Manager.

20. Call Out

If an employee is physically called out to work outside of the employee's regular work hours, the employee shall be compensated for a minimum of two (2) hours that day or four (4) hours if on a District holiday, at the applicable rate pursuant to the District's Overtime Hours Policy, with any service beyond such being logged to the nearest fifteen (15) minute increment.

An employee may be assigned multiple tasks during a single call out. Subsequent call outs for the same or a directly related incident after the initial event minimum within the following 24 hours shall be logged to the nearest fifteen (15) minute increment and compensated at the at 1.5 times the employee's FLSA regular rate of pay. However, under extenuating circumstances, a second call out minimum may be approved. Subsequent call outs not related to the initial incident shall be deemed a new call-out event as defined above.

In the event an employee is not physically called back as defined above, but rather provides service via electronic means (telephone, computer, tablet, etc.), the employee shall be compensated for any service provided beyond ten (10) minutes at minimum of thirty (30) minutes, with any service beyond such being logged to the nearest fifteen (15) minute increment, at 1.5 times the employee's FLSA regular rate of pay.. If multiple calls requiring ten (10) minutes or less of service are received within a single pay period, the amount of actual service time for each call shall accumulate and be recorded to the nearest fifteen (15) minute increment and shall be compensated at 1.5 times the employee's FLSA regular rate of pay.

To qualify for the minimums identified, the employee must receive a call outside of their respective work hours and must not be present on District property. However, under no circumstances shall such premium compensation continue beyond the employee's regular starting time, nor shall premium compensation be compounded as a result of overlapping events.

Call out compensation is not intended to include inconveniences incurred on standby duty and/or off duty such as interruptions, telephone calls, test alarms, etc. All call out related compensation is subject to review and approval by a District Supervisor and/or Manager, including the General Manager.

21. Pay Period

For all District employees, the standard pay period is semi-monthly, from the 1st thru the 15th and the 16th thru the last day of the month. Paychecks are distributed on the 22nd for the 1st thru the 15th pay period and on the 7th for the 16th through the end of the month pay period.

When a payday falls on a weekend or holiday, paychecks will be distributed on the last working day prior to the weekend or holiday.

22. Vacation

All Full-time employees are eligible to accrue paid vacation time beginning on their hire date.

Part-time and Temporary employees are not eligible to accrue and will not be paid out for vacation.

Annual vacations for Full-time employees are determined by their length of tenure as an employee and are accrued as follows:

<u>Length of Service</u>	<u>Days of Vacation Accrued Annually</u>
Hire date up through 3rd year	80 hours (accrued at 6.67 hrs./mo.)
4th through 10th year	120 hours (accrued at 10 hrs. /mo.)
11th through 15th year	160 hours (accrued at 13.33 hrs. /mo.)
16th year	168 hours (accrued at 14 hrs. /mo.)
17th year	176 hours (accrued at 14.67 hrs. /mo.)
18th year	184 hours (accrued at 15.33 hrs. /mo.)
19th year	192 hours (accrued at 16 hrs. /mo.)
20th year and beyond	200 hours (accrued at 16.67 hrs. /mo.)

Except for emergencies, time off requests should be made at least three (3) work days prior to the requested time off. Vacations may be requested to occur at any time during the year, except that they should be scheduled to avoid conflicts with other employees' vacations and with busy periods of the year. Time off conflicts shall be resolved at the District's discretion.

Accrued but unused vacation days may be carried over to the next year. Accrual of vacation days may not exceed 1.5 times the employee's annual maximum vacation accrual at any time. For example, an employee with two years of service may accrue up to a maximum of 120 hours of vacation. Once the vacation accrual has reached this cap, the employee ceases accruing any additional vacation until she/he has used sufficient vacation to bring the accrual below the cap.

Financial compensation is not provided in lieu of vacation except in two instances. First, employees that have completed at least two years of service with the District may elect to cash out up to fifty percent (50%) of their annual accrued vacation. That is, eligible employees may request to receive pay instead of paid time off for up to one-half of their annual accrued vacation time. For example, an employee in his twelfth year with 160 hours annual accrual may request to take up to 80 hours in pay, even though he/she may have accrued a total vacation bank in excess of 160 hours. This cash-out election may be used one time per calendar year. Second, any employees who resign, are laid off, or are terminated will be paid out all accrued and unused vacation time.

23. Sick Leave – Full-time Employees

Beginning July 1, 2015, new Full-time employees accrue sick leave at a rate of no less than one (1) hour for every 30 hours worked until they have worked for the District for 90 days, and thereafter credited with 6.67 hours of paid sick leave at the beginning of each month. Any accrued and unused paid sick leave carries over year to year while employees are continuously employed.

Full-time employees may use accrued paid sick leave as follows:

For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.

For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

- Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
- Spouse or Registered Domestic Partner
- Parent (including 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.)
- Grandparent
- Grandchild
- Sibling

To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety, or welfare of themselves or their children.
- To seek medical attention for injuries caused by 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.

- 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.

An employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable. Failure to do so without good reason shall result in that day of absence being treated as a leave of absence without pay.

Paid sick leave will not be considered hours worked for purposes of overtime calculation.

In the event that an employee or a member of the employee's immediate family recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and make himself/herself available to return to duty.

Paid sick leave will not be granted to any employee absent from duty as a result of any sickness, injury, or disability purposely self-inflicted or caused by willful misconduct.

Supervisors shall have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.

An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement, or other separation from employment from the District.

If an employee resigns from and is re-hired by the District within one year of the employee's prior last day of work, previously accrued and unused paid sick leave hours shall be reinstated.

An employee shall be subject to disciplinary action for abuse of sick leave, which is defined as a claim of entitlement to sick leave when the employee does not meet the requirements of sick leave as defined herein.

24. Sick Leave – Part-time and Temporary Employees

This paid sick leave policy covers only Part-time and Temporary District employees.

All Part-time and Temporary employees who work at least 30 days per year in California are eligible for paid sick leave under this policy. Part-time and Temporary employees accrue sick leave at a rate of one (1) hour for every 30 hours worked, up to a maximum of 48 hours. Employees may use up to 24 hours of accrued sick leave per year. The year for use of sick leave runs from July 1 through June 30.

Part-time and Temporary employees may use accrued paid sick leave as follows:

For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.

For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

- Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in *loco parentis*.)
- Spouse or Registered Domestic Partner
- Parent (including 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.)
- Grandparent
- Grandchild
- Sibling

To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety, or welfare of themselves or their children.
- To seek medical attention for injuries caused by 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.
- 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.

An employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is

practicable. Failure to do so without good reason shall result in that day of absence being treated as a leave of absence without pay.

Paid sick leave will not be considered hours worked for purposes of overtime calculation.

In the event that an employee or a member of the employee's immediate family recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and make himself/herself available to return to duty.

Paid sick leave will not be granted to any employee absent from duty as a result of any sickness, injury, or disability purposely self-inflicted or caused by willful misconduct.

Supervisors shall have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.

An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement, or other separation from employment from the District.

If an employee resigns from and is re-hired by the District within one year of the employee's prior last day of work, previously accrued and unused paid sick leave hours shall be reinstated.

An employee shall be subject to disciplinary action for abuse of sick leave which, is defined as a claim of entitlement to sick leave when the employee does not meet the requirements of sick leave as defined herein.

25. Sick Leave – Kin Care

Employees may use up to one-half of their yearly sick leave accrual to attend to a child, parent, spouse, registered domestic partner, or registered domestic partner's child who is ill. All conditions and restrictions placed on an employee's use of sick leave apply also to sick leave used under this section. Leave for this purpose may not be taken until it has actually accrued.

For purposes of kin care sick leave use, the following definitions apply:

“Child” is a biological, foster, or adopted child; stepchild; child of the employee's Domestic Partner, or a legal ward. A Child also may be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.

“Parent” is a biological, foster, or adoptive parent; stepparent; or legal guardian.

“Spouse” is a legal spouse according to the laws of California, which do not recognize “common law” spouses (a union that has not been certified by a civil or religious ceremony).

“Domestic partner” is another adult with whom you have chosen to share your life in an intimate and committed relationship of mutual caring, and with whom you have filed a Declaration of Domestic Partnership with the Secretary of State.

26. Supplemental Short-Term Disability Benefit

When a full-time employee qualifies for and is receiving benefits under the California Employment Developments Department's State Disability Insurance (SDI) Program, upon meeting the criteria below, the employee shall receive a Supplemental Short-Term Disability (SSTD) benefit equivalent to \$200 per week (\$28.57 per calendar day while disabled).

1) Eligibility

Eligibility for SSTD benefits start the first month after 60 days of service. To be eligible, an employee must be full time, and be considered in active work status. Active work status means being able and available for performance of regular duties and was working the workday immediately prior to the first date of absence. Absence due to regularly scheduled day off, holiday, vacation, jury duty, or other paid time off is considered active work for the purposes of this benefit only.

2) Definition of Disability

Disabilities must be solely and directly caused by illness, injury, or pregnancy. During the elimination period and the benefit payment period, the employee must be at least 50% disabled. 50% disabled means, as a result of illness, injury, or pregnancy, the employee is unable to perform the essential functions of his/her job and is off work at lease 50% as a result.

3) Elimination Period

The elimination period is the amount of time an employee must be disabled before receiving benefits. Benefits begin on the same date as SDI (8th calendar day of absence unless otherwise provided by law). If an employee recovers and returns to work for less than 30 calendar days and then again becomes disabled from the same or related cause, he/she is not required to complete a new elimination period.

4) Benefit Duration

An employee may receive benefits for up to 13 weeks. Prior to 13 weeks, the benefits shall cease if the employee:

- returns to work more than halftime,
- ceases to be under the regular and appropriate care of a physician,
- fails to provide any requested proof of disability,
- fails to submit to a required medical examination, or
- dies

5) Part Time Work Incentive

If an employee is determined to be able to work part time on a weekly basis during a period of disability, SSTD benefits will continue at the following rates:

- | | |
|--------------------|------|
| • up to 10.0 hours | 100% |
| • 10.1 to 15 hours | 75% |
| • 15.1 to 20 hours | 50% |

This incentive applies when an employee is determined to be able to work part time on a weekly basis, regardless if the employee actually performs any work.

6) Exclusions

No benefits will be paid for any disability that:

- results from willful self-injury, while sane or insane,
- results from war or act of war,
- results from the commission of or attempt to commit a misdemeanor or felony; or
- is a new disability that begins after a prior benefit period has ended and the employee has not returned to full time work.

The intent of this benefit is to augment benefits paid under SDI. In the event EDD determines this benefit will cause a reduction or denial of SDI benefits, SSTD benefits will be reduced to the extent necessary for the employee to receive full SDI benefits.

27. Holidays

Full-time employees are eligible for 8 hours of holiday pay on each paid holiday observed by the District. The following paid holidays are observed:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

If a holiday falls on a weekend, the holiday will be observed on the closest Friday or Monday, or on the customary day, at the discretion of the District.

For employees assigned a 9/80 schedule:

In the event a District paid holiday falls on an employee's scheduled day off, the employee will receive 8 hours of 9/80 comp time at the employee's regular rate. Accumulated 9/80 compensatory time shall not exceed 40 hours, with any overage automatically paid to the employee at his/her regular rate.

In the event that a District paid holiday falls on an employee's scheduled 9 hour work day, the employee will receive 8 hours of pay, and may elect to have the 9th hour paid by charging his/her accrued time (i.e. vacation, floating holiday, compensatory time, or 9/80 comp time) or to have the 9th hour unpaid. The employee's choice of having the 9th hour paid or unpaid shall have no impact on overtime worked on that day.

The 9th hour being unpaid shall not constitute a Leave of Absence nor a Personal Leave under Sections 28 and 29.

In the event that a District paid holiday falls during an employee's scheduled paid vacation, the employee will receive the holiday pay for the day, and will not have the paid leave deducted from his/her accrued vacation.

Pursuant to Section 15 – “Overtime” Defined, all hours an FLSA non-exempt employee works on the District-observed holidays specified above shall be compensated at 1.5 times the employee’s FLSA regular rate of pay.

28. Floating Holidays

Full-time employees are eligible to accrue paid floating holiday time at the rate of two hours per month (or an annual accrual rate of 24 hours per year) with a maximum of 36 hours accrued at any time. Once the accrual has reached this cap, the employee ceases accruing any additional floating holiday time until she/he has used sufficient floating holiday time to bring the accrual below the cap. Accrued but unused floating holiday may be carried over to the next year. Any accrued but unused floating holiday time will be paid out to the employee upon separation from employment.

Employees may not elect financial compensation in lieu of taking time off for a holiday or floating holiday. Paid holidays and floating holidays are *not* subject to the vacation buy-back provision discussed in the Vacation Policy.

29. Catastrophic Leave

The Catastrophic Leave Program is for employees who have exhausted all accrued leaves due to a serious or catastrophic illness, injury, or condition. The Catastrophic Leave Program allows employees to donate time to any qualifying District employee, so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Eligibility

To be eligible for this benefit, the receiving employee must: (1) be a full time employee; (2) have personally sustained, or have an immediate family member who has sustained a life threatening or debilitating illness, injury, or condition certified by a physician; (3) have exhausted all accumulated paid leave; (4) be unable to return to work for at least 30 days, or in the case of the condition affecting the immediate family member, that the member must be in need of prolonged and significant personal care; and (5) conform with the qualifying criteria of the Family and Medical Leave Act.

Benefits

Accrued vacation, administrative leave, and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee’s sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of paid leave accruals.

Guidelines for Donating Leave Credits

Accrued vacation, administrative leave, and compensatory time off may be donated by any fulltime employee. Time donated will be converted to sick leave hours and credited to the receiving employee’s sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. The total amount of time donated to one employee by another employee shall not exceed fifty-six (56) hours. The total leave credits received by the employee

shall not exceed six calendar months. Leave donations must be in a minimum increment of one hour. An employee cannot donate leave hours that would reduce his/her total leave balances (vacation, administrative leave, and compensatory time off combined) to less than fifty-six (56) hours.

Donated leave hours will be used in consecutive hour/day increments necessary to keep the employee whole. While an employee is on leave using donated leave hours, no vacation, administrative leave, sick leave or other paid leave hours will accrue.

Donated leave is only transferred from the donor to the receiving employee as needed and chronologically by date of donation (i.e., first donated, first used). Time donations are irrevocable by the donor once the time has been used by the receiving employee. In the event that the receiving employee does not need to use all donated leave for the catastrophic illness or injury, any unused donations will not be deducted from the donor's balance.

Taxability of leave donated or received under this program is governed by Internal Revenue Service guidelines.

For the purposes of this Section, "immediate family member" is defined as: mother, father, child, spouse, registered domestic partner, or sibling of the employee. "Child" is a biological, foster, or adopted child; stepchild; child of the employee's Domestic Partner, or a legal ward. A Child also may be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child. "Parent" is a biological, foster, or adoptive parent; stepparent; or legal guardian. "Spouse" is a legal spouse according to the laws of California, which do not recognize "common law" spouses (a union that has not been certified by a civil or religious ceremony). "Domestic partner" is another adult with whom you have chosen to share your life in an intimate and committed relationship of mutual caring, and with whom you have filed a Declaration of Domestic Partnership with the Secretary of State. "Sibling" is a biological, step or adopted brother or sister.

Under extenuating and extraordinary circumstances the General Manager may grant exceptions on a case-by-case basis. Such exceptions shall not establish practice nor precedence.

30. Leave of Absence

A leave of absence is a preapproved, defined absence from work without pay following exhaustion of all applicable leave accruals for a period not to exceed six months.

Except in cases of emergency, a written request for a leave of absence, providing an explanation of the circumstances underlying the leave request, must be presented to the employee's supervisor and General Manager at least two weeks before the requested start date of the leave of absence, and approved by the Board of Directors.

For leaves of absence due to non-work-related medical reasons (other than pregnancy) employees may request a leave of absence during the period of medically-certified inability to work. For leaves lasting longer than three days, the employee is required to submit medical verification of the need for the leave. At the conclusion of the leave, the employee will be required to provide a written release to return to work from his/her health care provider.

Failure to report to work on the first day after the expiration of the leave of absence, without prior approval, may be considered resignation and/or may subject the employee to discipline, up to and including termination.

31. Personal Leave

Requests for personal leaves of absence without pay for up to 30 days will be considered by the General Manager based on criteria including the following: reason for the leave; performance history; length of employment; length of leave requested; and the needs of the District. A request for an extension of personal leave beyond 30 days may be considered by the General Manager in the event of serious or extenuating circumstances.

Employees must first use all applicable leave accruals, if circumstances warrant, for otherwise unpaid periods of personal leave.

32. Jury Duty and Lawsuit Appearances

Jury Duty

An employee who is summoned to serve on a jury must notify his/her supervisor or department director as soon as possible after receiving notice of both possible and confirmed jury service in order to receive time off for the period of actual service required. During jury duty an employee will be paid the difference between his/her regular salary and the amount of court pay received, except travel pay. The time spent on jury duty is not work time for purposes of calculating overtime compensation.

Subpoena

An employee who is noticed or subpoenaed to appear in deposition or in court in a matter regarding an event or transaction resulting from his/her District job duties will do so without loss of compensation. The time spent will be considered work time.

Non-District Related Lawsuits

An employee appearing in court or for administrative proceedings for matters unrelated to his or her District job duties does not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or may use accrued leave balances for time spent related to such proceedings.

33. Military Leave

The District will grant military leave as necessary in compliance with all applicable state and federal laws and regulations. An employee requesting military leave shall provide the department head, whenever possible, with a copy of the military orders specifying the dates, site, and purpose of the activity or mission for which the employee requests leave.

For individuals who are Full-time employees and are members of a military reserve unit that requires them to attend a two-week training session annually, the District provides a plan that allows these employees to perform their obligation without loss of income. Upon the eligible employee's return from duty and presentation of the military reserve pay voucher, the District will arrange to pay such employee any difference between his/her normal pay and the amount received in military pay for the two-week period. Full-time employees attending such sessions

are required to provide as much advance notice as practicable to their supervisors for this type of leave.

For longer periods of time on active duty, employees are entitled, upon return to the District, to reinstatement in their former position and certain other benefits in accordance with applicable federal and state law.

Within the limits of the orders, the General Manager or designee may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

34. Pregnancy Disability Leave

Employees may take up to four months of pregnancy disability leave for the time during which they are actually disabled by pregnancy, childbirth, or a related medical condition. Pregnancy disability leave may be requested for periods of severe morning sickness, prenatal care appointments, and other pregnancy-related disabilities both before and after the birth of the child. Absences for these purposes will be counted against the pregnancy disability leave entitlement.

Employees who are disabled by pregnancy, childbirth, or a related medical condition are not automatically entitled to any specific period of leave. The duration of the pregnancy disability leave will be determined by the period during which the employee is disabled, as verified by her health care provider, and may extend up to four months (88 work days for a Full-time employee).

Transfers to a less strenuous or hazardous position or duties may be available if medically advisable due to pregnancy or a related medical condition and if such a transfer can be reasonably accommodated.

During a pregnancy disability leave, an employee may, at her option, elect to substitute accrued unused vacation time. Employees on pregnancy disability leave are required to exhaust any accrued paid sick time prior to taking pregnancy disability leave.

Employees returning from a pregnancy disability leave of longer than three consecutive work days must submit to the District a written release to return to work from the employee's health care provider. Under most circumstances, employees returning to work from a pregnancy disability leave will be reinstated to her same position held at the time the leave began, or to an equivalent position.

35. Family Care and Leave

Definitions

"12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

"Single 12-month period" means a 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered servicemember and ends 12 months after that date.

“Child” means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster, or step-child.

A child is **“incapable of self-care”** if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as, grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

“Parent” means the biological, adoptive, step, or foster parent of an employee, or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

“Spouse” means a husband or wife as defined or recognized under California State law for purposes of marriage.

“Domestic Partner” is defined by Family Code §§ 297 and 299.2 and shall have the same meaning as “Spouse” for purposes of CFRA Leave.

“Serious health condition” means an illness, injury impairment, physical, or mental condition that involves:

- A. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery there from); or
- B. Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - i. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three full consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - 1) Treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist by a health care provider, by a nurse, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider. The first in-person treatment visit must take place within seven days of the first day of incapacity; or
 - 2) Treatment by a health care provider on at least one occasion which must take place within seven days of the first day of incapacity and results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be

initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

- ii. Any period of incapacity due to pregnancy or prenatal care. This entitles the employee to FMLA leave, but not CFRA leave. (Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)
- iii. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - 1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider or by a nurse;
 - 2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - 3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- iv. 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.
- v. Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

“Health Care Provider” means:

- A. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
- B. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;
- C. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- D. Nurse practitioners and nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;

- E. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
- F. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

“Covered active duty” means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with Armed Forces to a foreign country, or (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of a member of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

“Covered Servicemember” means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

“Outpatient Status” means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for providing command and control of members of the Armed Forces receiving medical care as outpatients.

“Next of Kin of a Covered Servicemember” means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

“Serious Injury or Illness”: (1) in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Statement of Policy

To the extent not already provided for under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (“FMLA”), the regulations of the California Family Rights Act (“CFRA”) , and the California New Parent Leave Act (“NPLA”). Unless otherwise provided by this policy, “leave” under this policy shall mean leave pursuant to the FMLA, ,CFRA, and NPLA.

Reasons for Leave

Leave is only permitted for the following reasons:

The birth of a child or to care for a newborn of an employee;

The placement of a child with an employee in connection with the adoption or foster care of a child;

Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition;

Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position;

Leave for a “qualifying exigency” may be taken arising out of the fact that an employee’s spouse, son, daughter, or parent is on covered active duty or call to active duty status (under the FMLA only, not the CFRA); or

Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered servicemember of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (this leave can run up to 26 weeks of unpaid leave during a single 12-month period) (under the FMLA only, not the CFRA).

Employees Eligible for Leave

An employee is eligible for leave if he/she has been employed for at least 12 months and has been worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

Amount of Leave

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

Minimum Duration of Leave

If leave is requested for the birth, adoption, or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks' duration on any two occasions.

If leave is requested to care for a child, parent, spouse, or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

Spouses Both Employed by the District

In any case in which two spouses or two domestic partners ("spouses") both employed by the District are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave).

In any case in which two spouses employed by the District are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12-month period if leave is taken to care for a covered servicemember.

Except as noted above, this limitation does not apply to any other type of leave under this policy.

Employee Benefits While on Leave

Leave under this policy is unpaid. While on FMLA leave, employees will continue to be covered by the District's group health insurance plan for up to 12 weeks each leave year. If the employee is disabled by pregnancy, coverage will continue to be covered for up to 4 months each leave year.

In the event an employee is disabled by pregnancy and uses leave under the CFRA, District will maintain the employee's health benefits while the employee is disabled by pregnancy (up to four months or 17 weeks) and during the employee's CFRA leave (up to 12 weeks). The employee will not continue to receive or accrue any non-medical related benefits provided by the District to its employees during such leave.

Employees may elect to continue coverage under non-health benefit plans, if applicable, by payroll deductions or direct payments for these plans. Depending on the plan, the District will inform the employee whether the premiums should be paid to the carrier or to the District. Coverage on a plan may be dropped if the employee is more than 30 days late in making a premium payment. However, a notice will be provided to the employee at least 15 days before coverage is to cease, advising that he/she will be dropped if the premium payment is not paid by the specified date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover health plan premiums it paid on behalf of the employee for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the

employee's control. The District shall have the right to recover premiums through deduction from any sums due the District (e.g. unpaid wages, vacation pay, etc.).

Substitution of Paid Accrued Leaves

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the District may require an employee to concurrently use paid accrued leaves after requesting FMLA and/or CFRA leave, and may also require an employee to use family and medical care leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

District Right to Require an Employee to Use Paid Leave When Using FMLA/CFRA Leave

Employees must exhaust their accrued leaves concurrently with FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with FMLA/CFRA leave, with two exceptions:

- A. Employees are required to use accrued compensatory time earned in lieu of overtime earned pursuant to the Fair Labor Standards Act; and
- B. Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition.

District Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves

If an employee takes a leave of absence for any reason which is FMLA/CFRA-qualifying, the District may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

District and Employee's Rights if an Employee Requests Accrued Leave, other than Accrued Sick Leave, Without Mentioning Either the FMLA or CFRA

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

Employee Notice of Leave

Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. Except for qualifying exigency leave, if leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If the District determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the District may delay the granting of the leave until it can, in its discretion; adequately cover the position with a substitute.

For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

Medical Certification

Employees who request leave for their own serious health condition or to care for a child, parent, or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by the District.

If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

Employees who request leave to care for a covered servicemember who is a child, spouse, parent, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured servicemember's serious injury or illness.

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

Time to Provide a Certification

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

Consequences for Failure to Provide an Adequate or Timely Certification

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

Second and Third Medical Opinions

If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen and paid for by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee, but paid for by the District. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a second or third medical opinion sought.

Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. “Medically necessary” means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

Right to Reinstatement

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and District the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

Employee’s Obligation to Periodically Report on His/Her Condition

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

Fitness-For-Duty Certification

As a condition of reinstatement of an employee whose leave was due to the employee’s own serious health condition, which made the employee unable to perform his/her, job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement. The District will uniformly apply this policy to all employees returning from work after illness, injury, disability, or leave.

Reinstatement of “Key Employees”

The District may deny reinstatement to a “key” employee (i.e., an employee who is among the highest paid 10 percent of all employed by the District within 75 miles of the work site) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the District, and the employee is notified of the District’s intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.

Required Forms

Employees must fill out the following applicable forms in connection with leave under this policy:

A standardized District “Request for Family or Medical Leave” (Appendix C - <http://www.Request For Family/Medical Leave>)

- A. Note: employees will receive a district response to their request which will set forth certain conditions of the leave;
- B. Medical Certification either for the employee's own serious health condition or for the serious health condition of a child, parent, spouse or domestic partner.
- C. Authorization for Payroll Deductions (Appendix D - <http://www.Authorization For Voluntary Payroll Deduction>) for benefit plan coverage continuation; and
- D. Fitness-for-duty to return from leave certification.

Administrative Leave for FLSA Exempt Employees

Full-time exempt employees shall receive 60 hours of administrative leave each January 1. Employees hired into an exempt position midyear shall receive administrative leave on a pro-rata basis for the remainder of that calendar year. Any hours remaining at the close of business each December 31 will be zeroed-out and replaced with a new balance of 60 hours each January 1.

Employee requests for use of administrative leave must be approved by the General Manager.

Administrative leave cannot be cashed out and employees shall not be compensated for any accumulated, unused administrative leave upon separation from employment.

Bereavement Leave

The District does not provide additional paid time off for bereavement leave. Employees who are granted time off for this purpose may request to use their accrued paid time off during this leave (excluding sick leave).

36. Fitness-for-Duty

Conditional Offer of Employment Examinations

After a conditional offer of employment has been extended to an applicant, the District may, in compliance with all applicable laws, require the applicant to submit to a fitness-for-duty examination prior to conferring appointment.

Current Employee Examinations

The District may require an employee to submit to a fitness-for-duty examination to determine if the employee is able to perform the essential functions of his or her job when there is evidence that: (1) the employee appears unable to perform or has difficulty performing one or more essential functions of his/her job; (2) there is reason to question the employee's ability to safely or efficiently complete work duties; or (3) the employee has engaged in disruptive behaviors inconsistent with District policy.

Role of Health Care Provider

A District-selected health care provider will examine the employee at District expense. The District will provide the health care provider with a letter requesting a fitness-for-duty examination and a written description of the essential functions of the employee's job. The health care provider will examine the employee and provide the District with non-confidential information regarding whether: (1) the employee is fit to perform essential job functions; (2) there are any potential reasonable accommodations that would enable the employee to perform

essential job functions; and (3) the employee's continued employment poses a threat to the health or safety of him or herself or others.

Medical Information

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

Medical Information from the Employee's Health Care Provider

An employee may submit confidential medical information to the District from his/her personal health care provider. If the employee provides written authorization, the District will submit the information that the employee provides to the District-paid health care provider who conducted the examination to determine whether the information alters the original fitness for duty assessment.

Interactive Process

After receipt of both the health care provider's fitness-for-duty report and the analysis of the employee's personal health care information (if any), the General Manager will arrange for a discussion(s) in person or via teleconference with the employee and his or her representatives. The purpose of the discussions will be to discuss in good faith all feasible, potential, and reasonable accommodations. During the discussions, the parties also will discuss, if relevant, alternate available jobs for which the employee is qualified, or whether the employee qualifies for disability retirement or family and medical leave.

Determination

After the foregoing discussions, the General Manager will review the information received and determine if the employee is fit-for-duty and if not fit-for-duty, determine if there is a reasonable accommodation that would enable the employee to perform essential job functions, or if the accommodations would pose an undue hardship on District finances or operations. The General Manager will inform the employee of his or her determination. The General Manager will use his or her discretion based upon the particular facts of each case.

37. Insurance

Medical Insurance

Full-time employees are eligible for medical insurance under the District's current program. This program may be changed at any time. At present, the District provides medical and hospital coverage through the California Public Employees Retirement System (CalPERS) program known as the Public Employees' Medical and Hospital Care Act (PEMHCA).

Coverage begins on the first of the month following receipt of enrollment form.

The District pays a portion of an employee's medical and hospital coverage each month. The District may increase or decrease this amount at any time and from time to time, within the limits established by CalPERS. At present, the District sets its monthly contribution for each employee for each calendar year in resolutions submitted to CalPERS. The District makes only one monthly contribution for each current employee (including his or her covered family). Similarly,

the District makes only one monthly contribution for each former employee (including his or her covered family) who qualifies for retiree coverage. Additionally, upon the death of a former employee who qualifies for retiree coverage, the District makes only one monthly contribution for the surviving spouse (including his or her covered family).

Upon termination from employment and certain other qualifying events, an employee or covered dependent may elect to continue medical and hospital coverage under California continuation coverage laws, commonly called CalCOBRA. These laws apply to prepaid health care service plans, such as Kaiser or Blue Cross. If you receive your medical or hospital coverage through a health care service plan with which CalPERS contracts and satisfy the CalCOBRA requirements, you should receive continuation coverage information from that health care service plan. Continuation coverage under CalCOBRA is paid entirely by the employee or covered dependent. The District does not pay any portion of continuation coverage under CalCOBRA for any current or former employee or for any family members.

Any questions about your medical or hospital coverage should be directed to payroll, to CalPERS, or to the health care service plan in which you have enrolled.

Dental Insurance

All Full-time employees are enrolled in dental insurance on the first of the month following 60 days of service. The cost for dental insurance is paid 100% by the District.

Vision Insurance

All Full-time employees are enrolled in vision insurance on the first of the month following 60 days of service. The cost for vision insurance is paid 100% by the District.

Life Insurance

All Full-time employees are enrolled in life insurance on the first of the month following 60 days of service. The cost for life insurance is paid 100% by the District.

Long Term/Short Term Disability Insurance

All Full-time employees are enrolled in long term disability insurance on the first of the month following 60 days of service. The cost for long term disability insurance is paid 100% by the District.

38. Retirement

All Full-time regular employees are enrolled in the CalPERS Retirement System. The District does not participate in Social Security, but does take the mandatory 1.45% Medicare payroll deduction. Personal benefit statements are mailed to employees annually by the CalPERS Retirement System and available online at any time.

The Public Employees' Pension Reform Act (PEPRA) of 2013 applies to all public employers and public pension plans, including CalPERS.

For employees hired on or before December 31, 2012, and employees hired on or after January 1, 2013 and deemed "classic" CalPERS members (classic member is defined as having prior PERS/reciprocal retirement system employment with less than 6 month break in service), the benefits include:

Section 21354.5	2.7% @ 55 Full for Local Miscellaneous Member
Section 20042	One-Year Final Compensation
Section 20055	Prior Service
Section 20481	Local System Transfer
Section 20938	Limit Prior Service to Members Employed on Contract Date
Section 21022	Public Service Credit for Periods of Layoff
Section 21023.5	Public Service Credit for Peace Corps, AmeriCorps VISTA or AmeriCorps
Section 21024	Military Service Credit as Public Service
Section 21027	Military Service Credit for Retired Persons
Section 21335	3% Annual Cost of Living Allowance
Section 21536	Local System Service Credit Included in Basic Death Benefit
Section 21548	Pre-Retirement Option 2W Death Benefit
Section 21551	Pre-Retirement Death Benefit to Continue after Remarriage of Survivor
Section 21574	1959 Survivor Benefit Level Four
Section 21623.5	\$5000 Retired Death Benefit
Section 20965	Unused Sick Leave Credit – Local Member

Employees contribute 1% of their earnings and the District pays the remaining 7% of the total 8% “employee” contribution; the District pays 100% of the “employer” contribution - 12.878% in 2016.

For employees hired on or after January 1, 2013 and deemed “new” members (new member is defined as having no prior PERS/reciprocal retirement system employment or a break in service greater than 6 months) the benefits include:

Section 7522.20	2.0% @ 62 Full for Local Miscellaneous Member
Section 20037	Three-Year Final Compensation
Section 20055	Prior Service
Section 20481	Local System Transfer
Section 20938	Limit Prior Service to Members Employed on Contract Date
Section 21022	Public Service Credit for Periods of Layoff
Section 21023.5	Public Service Credit for Peace Corps, AmeriCorps VISTA or AmeriCorps
Section 21024	Military Service Credit as Public Service
Section 21027	Military Service Credit for Retired Persons
Section 21335	3% Annual Cost of Living Allowance
Section 21536	Local System Service Credit Included in Basic Death Benefit
Section 21548	Pre-Retirement Option 2W Death Benefit
Section 21551	Pre-Retirement Death Benefit to Continue after Remarriage of Survivor
Section 21574	1959 Survivor Benefit Level Four
Section 21623.5	\$5000 Retired Death Benefit
Section 20965	Unused Sick Leave Credit – Local Member

Employees contribute 6.5% of their earnings for the “employee” contribution; the District pays 100% of the “employer” contribution - 7.066% in 2016.

In the event a conflict exists between this section and the District's contract with CalPERS, the CalPERS contract shall be controlling.

39. Safety Boots/Shoes

Employees required to wear safety type work boots/shoes shall be allotted up to \$300 per year toward the purchase of District approved safety boots/shoes and directly related accessories (e.g., sole inserts, arch supports, "boot saver" type toe guards, etc.). Method of purchase is determined by the District. With advance supervisor approval, employees may be granted up to one hour of paid time per year for the fitting and purchase of safety type work boots/shoes.

If an employee reports for work without required safety-toe type work boots/shoes, he/she will be sent home on his/her own time.

40. Personnel Files

Employee personnel files are the official records of employment and shall be centrally housed and maintained in the District's administrative offices. Employees must advise the District of any changes to personal information in a timely fashion to ensure accuracy of records. Failure to keep information current may cause a delay in receipt or loss of benefits. The District maintains the confidentiality of information contained in personnel files consistent with business necessity.

Employees should notify the District if there are any changes in personal information such as:

- home address
- telephone number(s)
- emergency contact(s)
- military status
- marital status
- dependents

Employees may review their personnel file by arranging a time to do so with advance supervisor approval.

Confidential employee medical information and records are not part of employee personnel files and are secured separately with access governed by state and federal law.

41. Outside Employment

To avoid real or perceived conflicts of interest, prior to taking employment outside the District, employees shall notify the District of the name, physical address, email addresses, telephone number, and web address of the prospective employer, and also the job title and specific type of work to be performed. Employees already working in jobs outside the District at the time this policy is reaffirmed shall ensure the above information is in District possession. The District may deny any employee permission to take employment outside the District or decline to hire an individual based on any other employment they engage in.

42. Bulletin Boards

The District maintains physical and electronic bulletin boards to communicate important information to employees. Each employee has the responsibility to read the information that is posted. Employees may not post material on bulletin boards without management approval.

43. Solicitations and Distribution of Literature

Employees may not distribute literature or solicit other employees during working hours or in working areas at any time and for any purpose. Persons who are not employed by the District may not solicit employees or distribute literature on District property at any time for any purpose.

44. Appearance Standards

The District retains the right to determine the professional image projected to members of the public and industry representatives. It is important for all employees to present a businesslike appearance while at work or work-related events.

The District provides the following guidelines for appearance and apparel and retains the right to counsel any employee on improper appearance

- Clothing, accessories, and other ornamentation shall not pose a safety hazard.
- Common sense shall apply in terms of neatness, good taste, and comfort. Provocative clothing is prohibited.
- Tank tops, shorts, jogging suits, tennis shoes, flip flops/sandals, and similar apparel are not permitted unless a management-designated casual or theme day is organized.
- Field Personnel will be provided with and are expected to wear uniforms and safety apparel/equipment.
- No tattoos are allowed anywhere visible on the head, face, or neck. Any visible tattoos elsewhere on the body cannot be obscene, sexually explicit, discriminatory, extremist, hate/gang-related, or otherwise offensive or distracting as determined in sole discretion of the District. Non-conforming tattoos must be covered with clothing or other appropriate covering while at work, or removed.
- Body ornamentation of any kind, including that attached to or through the skin shall be sufficiently understated so as not to draw undue attention, be distracting, or pose a safety hazard. Any non-conforming ornamentation shall be removed, covered with a bandage or other appropriate covering, or replaced with a clear, plastic spacer if appropriate.

Employees who have questions about how this policy applies to them should immediately speak with their supervisor. Employees not meeting District appearance standards will be removed from duty pending compliance.

45. Smoking Prohibition

As required by state law, smoking is prohibited in all District vehicles, facilities, and within 20 feet of any entrances, exits, and windows that can be opened on District property. Smoking is also prohibited while driving or riding in a District vehicle.

46. Political Activity

The District prohibits employees and officers from engaging in political activities during work hours, political campaigning in District buildings or on premises adjacent to District buildings, and employees or officers from using his or her office to coerce or intimidate employees to promote, propose, oppose, or contribute to any political cause or candidate.

Examples of Prohibited Conduct include, but are not limited to:

- Participate in political activities of any kind while in uniform or District clothing;
- Participate in political activities during working hours;
- Participate in political activities on District worksites;
- Place or distribute political communications on District property;
- Use District equipment to produce or distribute political communications;
- Solicit a political contribution from an officer or employee of the District, or from a person on a District employment list, with knowledge that the person from whom the contribution is solicited is a District officer, employee, or employment candidate;
- Favor or discriminate against any employee because of political opinions or affiliations; or
- Interfere with any election.

47. Voting Rights

The right to vote is protected by state and federal law and not considered “political activity” under this policy.

48. Use of District Property and Equipment

General Policies

District property is to be used only for conducting District business unless an employee obtains prior written authorization from his/her supervisor. District property includes, but is not limited to: tools, equipment, supplies, telephones, cell phones, desks, computers (including hardware and software), file cabinets, lockers, communications stored or transmitted on District property (such as e-mails and voice-mails), machinery, vehicles, and any other District property used by employees in their work.

District property may be monitored and searched at any time and for specific business reasons. Messages sent or received on District equipment including computers and cell phones may be monitored, saved, and reviewed by others. District employees have no expectation of privacy in their use of and transmission of messages on District property, equipment, or systems.

Every District employee is required to adhere to all District rules and policies while on District grounds and when using District property, equipment, or systems.

Use of Communications Equipment

District employees may use District telephones, computers, and e-mail for personal use provided that the use: is kept to a minimum and limited to break times or non-work hours; does not have negative impact upon other District employees, operations, or costs; allows the employee to more efficiently perform District work; and is not abusive, illegal, or inappropriate.

Inappropriate Use of Communications Equipment Prohibited

The following are examples of inappropriate and prohibited uses of the District's communications systems:

- A. Exposing others, either intentionally or unintentionally, to material which is offensive, obscene or in poor taste;
- B. Any use that would be offensive to a reasonable person because it involves an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality, bisexuality, or transgender status), ethnic or national origin, ancestry, citizenship status, uniformed servicemember status, marital status, family relationship, pregnancy, age, medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual);
- C. Communication of confidential District information to unauthorized individuals within or outside the District;
- D. Sending messages with content that conflicts with any District policies, rules, or federal or state laws;
- E. Unauthorized efforts to access District data or systems;
- F. Theft or unauthorized copying of District maintained records, files, or data;
- G. Initiating or sustaining chain letters; and
- H. Intentionally misrepresenting one's identity for improper or illegal acts.

49. Vehicle Policies

Use of District Vehicles

District personnel are authorized to use agency vehicles throughout the work day for business use only, subject to the following:

- A. *De minimis* or incidental personal use is acceptable. Examples include: a stop for a brief personal errand on the way between the workplace and the work-related destination or during the employee's commute; going to lunch in a District vehicle when returning to District property to retrieve a personal vehicle is inefficient or when contamination of a personal vehicle could otherwise result.
- B. Use of District vehicles is prohibited outside of working hours unless it is directly work related, such as responding to district related emergencies, attending an out of area or after hour conference, or meeting or traveling to and from airports.
- C. Transporting any non-business passenger or non-employee in a District vehicle is prohibited.

Parking of District Vehicles

On-call or stand-by employees who take a District vehicle home shall park the District vehicle in a garage, carport or driveway when available; not on a public or private street. When parked in public areas the vehicle shall be parked off street whenever possible. The employee shall maintain possession of the vehicle keys at all times.

Vehicle Care and Maintenance

All District vehicles are designated as “non-smoking” areas and employees are expected to keep the vehicles in clean, well-maintained condition. It is the driver’s responsibility to ensure that the vehicles are kept clean and safe to operate. These responsibilities include:

- Vehicle are to be kept clean and orderly.
- Tires are to be properly inflated and checked for unusual wear.
- Mechanical deficiencies are to be immediately reported to the supervisor.
- A vehicle with known safety or operational defects should not be driven off District property under any circumstances.

No modifications of any kind are permitted to District vehicles without prior written authorization.

Commercial Vehicles

The District is required by State and Federal regulation to maintain a file of Driver Vehicle Inspection Reports (DVIR) for commercial vehicles. Drivers who operate District vehicles that require a valid commercial driver’s license must complete a pre-trip and post-trip inspection and sign the Driver Vehicle Inspection Report (DVIR) daily for each commercial vehicle operated. Any deficiencies are to be immediately reported to the supervisor and recorded on the DVIR.

Before operating a commercial vehicle, the driver must review the previous driver’s DVIR and verify that any defect or deficiency has been repaired or corrected, or that repair is unnecessary before the vehicle may be operated again.

Traffic Accidents

A valid insurance card, vehicle registration, and an “accident reporting procedures” card shall always be carried in the vehicle. In the event of an accident, immediately notify your supervisor or manager, and follow the procedures outlined in the “accident reporting procedures” card. It is the driver’s responsibility to notify any state and/or local agency of the accident and to file the appropriate written report as required by state law.

Safe Driving Habits and Vehicle Safety Practices

- Overloading and overcrowding a vehicle is prohibited (number of occupants should be equal to or less than the available restraints)
- Do not insist on the right-of-way or assume that the other driver will yield
- Operate vehicle at a speed appropriate to the road, traffic and weather conditions
- Secure loose items that may blow out, fall off a vehicle, or cause injury in the event of an

accident

- Prior to backing up a vehicle, the driver should walk around the vehicle to look for obstructions
- Turn signals should be used for parking, lane changes, and all turns, even in parking lots
- Maintain a following distance of at least two seconds behind any vehicle at any speed

On-Road and Off-Road Vehicle Idling

Any vehicle or engine subject to in use off-road diesel regulation or in use on-road diesel regulation may not idle for more than 5 consecutive minutes. This applies to all self-propelled diesel-fueled vehicles greater than or equal to 25 horsepower that were not designed to be driven on-road. Idling off-road diesel vehicles for more than 5 minutes is allowed under the following conditions:

- When waiting in line (queuing)
- To verify that the vehicle is in safe operating condition
- For testing, servicing, repairing, or diagnostic purposes
- Idling necessary to accomplish work for which the vehicle was designed, such as operating a crane
- Idling required to bring the machine system to operating temperature
- Idling to provide air conditioning/heat to ensure the health and safety of the operator

This policy also applies to all heavy duty diesel-fueled motor vehicles with a Gross Vehicle Weight Rating (GVWR) greater than 10,000 lbs. Idling of on-road heavy duty diesel vehicles for more than 5 minutes is allowed under the following conditions:

- When stuck in traffic
- When necessary for inspecting or servicing the vehicle
- When operating a power take-off device (i.e., operating a lift, crane, pump, or other auxiliary equipment)
- When the operator cannot move because of adverse weather conditions or mechanical failure area)
- When the truck's engine meets the optional NOx idling emission standard and is located beyond 100 feet from any residential area.
- When necessary to provide air conditioning/heat to prevent a safety or health emergency.

Gasoline vehicles may be idled in excess of 15 minutes under the following conditions:

- Up to 30 minutes during lunch breaks unless located at a facility with a break room
- To avoid cases of heat illness, employees may idle gasoline vehicles as needed.

All-Terrain Vehicles

All employees who may operate an ATV as part of their duties are required to complete the ATV Safety Institute online *ATV E-Course* and receive a certificate of completion prior to operation of an ATV and as a condition of continued employment. On-duty time to complete the *E-Course* shall be arranged by the supervisor, and any costs associated with certification shall be paid for or reimbursed by the District. Any unsafe vehicle conditions or practices must be reported to the

Supervisor immediately.

Boats/Water Vessels

All employees who may operate a boat or other water vessel as part of their duties are required to obtain a California Boater Card, unless exempt by law, prior to operation of a boat or other water vessel and as a condition of continued employment. On-duty time to complete an approved California Division of Boating and Waterways online course shall be arranged by the supervisor, and any costs associated with obtaining a California Boater Card shall be paid for or reimbursed by the District. Any unsafe boat or other vessel conditions or practices must be reported to the Supervisor immediately.

Vehicle Allowance

In light of their enhanced responsibilities, and in consideration of the fact that District supervisory and management employees may be called out on District business at any time, eligible District supervisors and managers are provided the use of a District vehicle and fuel for commuting purposes only from home to work and work to home.

Should an eligible Supervisor or Manager choose to decline the commute use of the District vehicle, the District may consider compensating the supervisor or manager in an amount equal to the current monthly value of the benefit. This benefit is currently valued at \$240 per month.

50. Cellular Telephone Policy

To improve and enhance workplace communication and safety, the District may designate employees to carry cellular telephones in their own names for work use. This will ensure that designated District employees, even those in the field, can be reached at all times during working hours. Similarly, this will enable designated District employees to communicate in a timely manner with District management regarding work-related matters.

The District will reimburse reasonable business-related expenses for those employees affected by this policy in accordance with the individual agreements with each employee.

While operating a District-owned vehicle or equipment, or operating a personal vehicle performing District business, employees are prohibited from using their cellular phones without hands-free devices pursuant to California law.

51. Electronic Communication Policy

Employees of the District are all issued a work e-mail account. Employees must use their work e-mail for work-related communications and shall not use personal e-mail accounts for work-related communications unless absolutely necessary.

Employees shall not send e-mails or text messages on personal electronic devices, including computers, lap tops, tablets, and cellular phones for work-related communications unless absolutely necessary.

In the event the District receives a request under the California Public Records Act, District employees are required to conduct reasonable searches on any personal electronic device or

online account potentially used for work-related communications as directed by the General Manager.

52. Employee Protections

Harassment, Discrimination, and Retaliation

The purpose of this policy is to establish a strong commitment to prohibit and prevent discrimination, harassment, and retaliation by and against employees of the District; to define those terms; and to establish a procedure for investigating and resolving internal complaints. The District requires all covered individuals to immediately report any conduct believed to violate this policy.

The District has zero tolerance for any conduct that violates this policy. Conduct need not rise to the level of a violation of law to violate this policy. Instead, a single act can violate this policy and provide grounds for discipline or other appropriate actions.

Harassment or discrimination against an applicant or employee by a supervisor, management employee, elected or appointed official, co-worker, member of the public, or contractor on the basis of race, religion, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation, or any other protected classification as defined below, 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, and training.

Disciplinary action or other appropriate action up to and including termination will be instituted for prohibited behavior as defined below.

Any retaliation against a person for filing a complaint, cooperating in an investigation, or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this policy will be subject to disciplinary action or other appropriate action up to and including termination.

Definitions

“Protected Classification” includes race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), sexual orientation, national origin, ancestry, citizenship status, marital status, age, medical condition, genetic characteristics or information, and physical or mental disability, or any other classification protected by law.

“Discrimination” means treatment of an individual differently due to the conditions described in this section.

“Harassment” includes, but is not limited to, the following types of behavior based on a person’s protected classification. Harassment is not limited to conduct by employees; it can also

include conduct taken by elected or appointed officials, persons providing services under contracts, or members of the public.

Speech, such as epithets, derogatory teasing, comments or slurs, and propositioning. Examples include inappropriate comments on appearance, including dress or physical features, race-oriented stories and jokes, ageism.

Physical acts, such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. Examples include pinching, grabbing, patting, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

Visual acts, such as explicit or derogatory posters, cartoons, emails, pictures or drawings related to a protected classification.

Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

Guidelines for Identifying Harassment

To help clarify what constitutes harassment in violation of this policy, use the following guidelines:

- A. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.
- B. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or ostracized.
- C. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
- D. Even visual, verbal, or physical conduct between two employees who appear to welcome the conduct can constitute harassment of a third person who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.
- E. Conduct can constitute harassment in violation of this policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification.

Retaliation

Any adverse conduct taken because an applicant, employee, or contractor has made a good faith report of harassment or discrimination, or has participated in the complaint or investigation process, is prohibited. "Adverse conduct" includes, but is not limited to: taking sides because an individual has reported harassment or discrimination; spreading rumors about a complaint; shunning and avoiding an individual who reports harassment or discrimination; and real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Complaint Procedure

The District takes a proactive approach to potential policy violations and will conduct a timely, thorough, and objective investigation if any officer, supervisor, or manager becomes aware that harassment, discrimination, or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.

An individual who believes he or she has been subjected to or witnessed conduct prohibited by this policy may make a complaint verbally or in writing to his/her immediate supervisor, any other supervisor or manager within or outside of the department, the General Manager or his/her designee. There is no need to follow the chain of command.

Any supervisor or department head who receives a complaint must notify the General Manager or designee immediately.

Upon receiving notification of a complaint, the General Manager or designee shall:

- A. Investigate the complaint and/or authorize and supervise the investigation of the complaint. The investigation will include interviews with the complainant, the accused harasser, and other persons who have relevant knowledge concerning the allegations in the complaint.
- B. Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, discrimination, or retaliation giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- C. Report a summary of the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, the supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.
- D. If conduct in violation of this policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- E. Take reasonable steps to protect the complainant from further harassment, discrimination, or retaliation.

Option to Report to Outside Administrative Agencies

An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed in the government section of the telephone book or employees can check the posters that are located on District bulletin boards for office locations and telephone numbers.

Confidentiality

Every possible effort will be made to assure the confidentiality of complaints made under this policy. Complete confidentiality cannot always occur, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by the General Manager. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate action. The District will not disclose a completed investigation report except as necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

Responsibilities of Managers and Supervisors

- Modeling appropriate behavior.
- Taking all steps necessary to prevent harassment, discrimination, or retaliation from occurring.
- Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
- Monitoring the work environment and taking immediate appropriate action to stop potential violations.
- Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
- Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action, up to and including discharge.
- Implementing District authorized disciplinary and remedial actions.
- Reporting potential violations of this policy of which he or she becomes aware, regardless of whether a complaint has been submitted.
- Participating in periodic training and scheduling employees for training.

Employee and Contractor Responsibilities

- Treating all employees and contractors with respect and consideration.
- Modeling appropriate behavior.
- Participating in periodic training.
- Fully cooperating with the District's investigations by responding fully and truthfully to all questions posed during the investigation.
- Maintaining the confidentiality of any investigation that the District conducts by not disclosing the substance of any investigatory interview, except as directed by the General Manager or designee.

- Reporting any act he or she believes in good faith constitutes harassment, discrimination, or retaliation as defined in this Policy, to his or her immediate supervisor, or department head, or General Manager.

53. Policy Against Workplace Violence and Bullying

Violence in the Workplace

The safety and security of its employees is of primary importance to Ironhouse Sanitary District. This policy is aimed to preserve a violence-free workplace for all employees. The following behavior will not be tolerated on District property or during the course of District business:

1. Threats against fellow employees, members of management, visitors, guests or other individuals;
2. Threatening behavior toward fellow employees, members of management, visitors, guests or other individuals;
3. Acts of violence against fellow employees, members of management, visitors, guests or other individuals.

Violation of this policy will lead to disciplinary action, up to and including termination of employment.

Any person who makes threats, or who is suspected of making threats, exhibits threatening behavior, or engages in violent acts on District property or during the course of conducting District business, shall be removed from the premises as quickly as safety permits, and shall remain off District premises pending the outcome of an investigation. The District will investigate the situation and initiate an appropriate response, which may include, but is not limited to, taking disciplinary action against the offending employee, filing criminal charges, and/or any other action deemed necessary.

No existing District policy, practice or procedure should be interpreted to prohibit decisions or actions by any District employee that are designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

Obligation to Report

Every District employee has an obligation to report immediately any violence or threat of violence against any co-workers, supervisors, manager or visitor. This report should be made as quickly as possible- by telephone, pager, or radio -regardless of the time of day or night that the threat or violence occurs. Emergencies should be reported immediately to the general manager, supervisor, and/or most senior supervisor on site. If the situation warrants, the police may also be notified.

Confidentiality

To the extent possible, any employee reporting an act of violence or threat of violence will be accorded confidentiality. However, identities of individuals making such reports may be legally required to be revealed to accused persons during the course of the investigation or when discipline results from such reports. Investigation records will be held in confidence, to the

extent permissible by law. The privacy rights of all parties involved in an investigation will be protected to the extent possible.

Retaliation

Employees reporting real or perceived threats in good faith will not be subject to retaliation. Whether or not discipline results from an investigation of a reported instance of violence, the District does not condone retaliation of any kind against employees who make a good faith report and/or who participate in an investigation under this policy. Employees who believe they have been subjected to such retaliation, or who believe they have observed such retaliation, should notify a supervisor or the general manager.

The reports made under this policy must be factual and based upon witnessed events. District employees must:

1. Never make a threat, even if you are "just kidding." All threats are considered serious.
2. Never engage in acts of violence.
3. Report any threat or act of violence immediately to your supervisor, the general manager, or any member of management.
4. Never bring a weapon to work. As used herein, "weapon" includes firearms, knives (except where clearly required by your job and as authorized and approved in writing by your supervisor), explosives, hazardous materials, or any item that could be reasonably be defined as a weapon.
5. Learn to recognize the early warning signs of violence listed below. If you see any of these warning signs report it immediately to your supervisor, general manager, or any member of management.

Early Warning Signs of Possible Impending Violence

1. Any explicit or implicit threat to or about a co-worker, a supervisor or manager, or the District, especially threats of bodily injury or death.
2. Any statement expressing identification with, support or endorsement of, or commenting favorably upon a recent event or perpetrator of violence.
3. Any employee expressing an overwhelming concern that he or she is being persecuted by a supervisor, manager, co-worker, or the District.
4. Any employee who is involved in a physically abusive relationship with another person, or with a person who has made threats of violence.
5. Anyone carrying a weapon on District premises, or in the course of doing business for or with the District.

Supervisor Responsibilities

1. Take appropriate and immediate action to prevent injury.

2. Notify the supervisor and/or general manager as soon as possible with details of the threat or act of violence.
3. Investigate every reported threat or act of violence, as assigned by the general manager. The investigation will be conducted as soon as the circumstances reasonably permit. It will include interviews with people having knowledge of the incident. Documentation of the investigation will be maintained in a confidential file in the Administration office.
4. Carry out appropriate preventive and disciplinary action.

Training

All employees, including managers and supervisors, are trained on general workplace violence prevention issues and on the specifics of this policy. Additional training may be provided to all employees whenever the District is made aware of new or previously unrecognized hazards, or whenever a change to this policy is deemed necessary. The District may also conduct additional training for managers and supervisors, so they can better deal with potentially violent situations.

Bullying

The District considers workplace bullying unacceptable and will not tolerate it under any circumstances. Communication and interaction between employees must be professional, courteous and respectful. Workplace bullying is behavior that harms, intimidates, offends, degrades or humiliates an employee, possibly in front of other employees, customers, vendors, or members of the public.

Examples of bullying include, but are not limited to, profane or disrespectful language; hostile and rude behavior and speech directed at a co-worker; derogatory or sarcastic remarks and comments about a co-worker's appearance or job performance; angry outbursts or yelling; name calling; throwing anything at or toward a co-worker; comments that undermine a co-worker's trust and confidence; purposefully crowding another's personal space or physically blocking movement, and retaliation against any person who has reported disruptive behavior.

Managers and supervisors must take reasonable measures to prevent workplace bullying, and to respond promptly if it is identified to address and prevent future instances.

Any reports of workplace bullying will be treated seriously and investigated promptly, confidentially and impartially. All employees are encouraged to report workplace bullying. Retaliation against any employee who is a target of bullying behavior, as well as any employee who makes complaints about or participated in any investigation or administrative process related to a complaint of workplace bullying is prohibited.

Disciplinary action will be taken against anyone who bullies a co-employee or retaliates against an employee that has reported workplace bullying. Discipline may involve a warning, transfer, counseling, demotion or termination from employment.

54. Protected Activity

District officials, officers, employees, or contractors shall not retaliate against applicants, officers, officials, employees, or contractors because due to the exercise of protected activity. Those who in good faith report, oppose, or participate (as witnesses or accused) in investigations

into complaints of alleged violations of District policy or state or federal law are protected from retaliation. Disciplinary action, up to and including termination, will be taken against any employee or officer who is found to have violated this policy. Any elected official or contractor who violates this policy will be subject to appropriate actions.

“Protected activity” includes any of the following:

- Filing a complaint with a federal or state enforcement or administrative agency.
- Participating in or cooperating with a federal or state enforcement or administrative agency that is conducting an investigation of the District regarding alleged unlawful activity.
- Testifying as a party, witness, or accused regarding alleged unlawful activity.
- Associating with another employee who is engaged in any of the protected activities enumerated here.
- Making or filing an internal complaint with the District regarding alleged unlawful activity.
- Providing informal notice to the District regarding alleged unlawful activity.
- Calling a governmental agency’s “Whistleblower hotline.”
- Filing a written complaint under penalty of perjury that the agency has engaged in “gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety.”
- Any other activity protected by state or federal law.

“Adverse action” includes, but is not limited to, any of the following:

- Real or implied threats of intimidation.
- Refusing to hire an individual.
- Denying promotion to an individual.
- Taking any form of disciplinary action.
- Extending a probationary period.
- Altering work schedules or work assignments.
- Condoning hostility and criticism of co-workers and third parties.

Any individual who believes he or she has been retaliated against for protected activity may use the Complaint Procedure contained in the Harassment/Discrimination Policy.

55. Grievance Procedure

To facilitate the resolution of work-related issues in a formal fashion, the District provides the following procedure. Employees who have concerns regarding perceived harassment or discrimination may wish to use instead the special procedure outlined in the District’s policy prohibiting harassment and discrimination.

Level I

If a District employee believes that he or she has been unfairly subjected to an adverse employment action, or adversely affected by a perceived violation, misapplication, or misinterpretation of the law, or a District rule or policy, the employee first must meet with his/her immediate supervisor to discuss the issue within seven calendar days after the employee

becomes aware of the concern. The supervisor will attempt to resolve the matter within five calendar days after their meeting.

Level II

If the grievance has not been resolved to the employee's satisfaction at Level I, the employee may take his/her concern to Level II. To do so, the employee must, within seven calendar days of receiving the supervisor's proposed resolution mentioned in Level I above, present the issue in writing on the Employee Grievance Form (Appendix E - <http://www.Employee Grievance Form>) to his/her Department Manager. The Department Manager will attempt to resolve the grievance by meeting with the supervisor and employee, either jointly or separately, and will communicate a written decision regarding the matter to the employee within 14 calendar days of receiving the Employee Grievance Form.

Level III

If the grievance has not been resolved to the employee's satisfaction at Level II, the employee may take his/her concern to Level II. To do so, the employee must, within seven calendar days of receiving the Level II written decision, provide the Employee Grievance Form submitted at Level II as well as a copy of the written decision issued at Level II to the General Manager. At this Level, the employee may request, or the General Manager may schedule, a meeting to facilitate resolution of the grievance. Within 14 calendar days after receiving the grievance, or within seven days following a Level III meeting, the General Manager will issue a written decision. Except with grievances involving the employee's suspension exceeding 40 hours, salary reduction exceeding the monetary equivalent of a suspension of more than 40 hours, demotion, and/or termination, the General Manager's decision is final.

Appeal

In the event that the employee is unsatisfied with the General Manager's decision **and** the employee's concern involves suspension for five or more days, demotion, and/or termination, the employee may appeal the decision to the District's Board of Directors. To do so, the employee must, within seven calendar days of receiving the Level III decision, submit a letter to the District's Board requesting an appeal. The letter must include a copy of the Employee Grievance Form, as well as copies of the written Level II and III decisions. The letter must clearly set forth the employee's reasons for requesting the appeal. As soon as practicable at a regularly-scheduled Board meeting, the Board of Directors will schedule a hearing regarding the matter. Within thirty days following the hearing, the Board will issue a written decision. The Board's decision is final.

No Retaliation

No retaliatory action will be taken against any employee because he/she has elected to use, or otherwise participates in, this grievance process. District employees who violate this non-retaliation provision will be subject to discipline, up to and including termination.

Process

In the event an employee is unsure of what level to file a grievance, he/she may file with the General Manager's Office, and the grievance will be remanded to the appropriate level. The time for that appropriate level to respond shall begin upon receipt from the General Manager's Office.

Failure of District representatives to comply with the time limits shall entitle the employee to appeal to the next level of review; and failure of the employee to comply with the time limits shall constitute abandonment of the grievance, except however, that the parties may extend time limits by mutual written agreement in advance.

The existence and availability of this process does not change in any way whatsoever the at-will nature of employment, does not grant any property interest nor right in employment, and does not grant due process rights.

56. Discipline and Termination

District employees are expected and required to perform to the best of their abilities at all times. Any employee who fails to perform at least at a satisfactory level, who violates a District policy or who otherwise engages in inappropriate conduct may be subjected to discipline, up to and including termination of employment. Employment may be terminated at will by the employee or the District at any time, the District may choose to exercise its discretion to use forms of discipline that are less severe than termination in certain cases. Examples of less severe forms of discipline include, but are not limited to: counseling memos; written reprimands; suspension; reduction in salary; and demotion. Although one or more of these forms of discipline may be administered with respect to a particular employee, no formal order or progressive system is necessary or required.

Employees exempt from the overtime provisions of the FLSA are not subject to any disciplinary penalty which is inconsistent with his/her FLSA overtime-exempt status.

Causes for Discipline

Regular employees may be counseled, admonished, reprimanded, suspended, demoted, terminated, or incur a reduction in pay for, including but not limited to, any of the following:

1. Violation of any District policy, rule, regulation, ordinance or resolution;
2. Absence without authorized leave;
3. Excessive absenteeism and/or tardiness as determined by the District;
4. Use of disability leave in a manner not authorized or provided for pursuant to the disability leave policy or other policies of the District;
5. Making any false statement, omission or misrepresentation of fact;
6. Providing wrong or misleading information or other fraud in securing appointment, promotion, or maintaining employment;
7. Unsatisfactory job performance;
8. Inefficiency;
9. Malfeasance or misconduct, which shall be deemed to include, but shall not be limited to, the following acts or omissions:
 - i. Conviction of a felony. "Conviction" shall be construed to be a determination of guilt of the accused by a court, including a plea of guilty or *nolo contendere*, regardless of sentence, grant of probation, or otherwise.
 - ii. The damaging of District property, equipment, or vehicles, or the waste of District supplies through negligence or misconduct.
10. Insubordination; or insulting or demeaning the authority of a supervisor or manager;
11. Dishonesty;

12. Theft;
13. Disclosure of confidential District information to any unauthorized person or entity;
14. Misuse or unauthorized use of any District property, including, but not limited to:
physical property, tools, equipment, District communication systems, District vehicles or Intellectual Property;
15. Mishandling of public funds;
16. Falsifying any District record;
17. Discourteous treatment of the public or other employees;
18. Failure to cooperate with employee's supervisor or fellow employees;
19. Violation of the District's Drug-Free Workplace Policy (Appendix F-
<http://www.Substance Abuse Policy>)
20. Violation of any of the policies outlined in these Conditions or in the District's Policy and Procedure Manual;
21. Unapproved outside employment or activity that violates the District's policy, or other enterprise that constitutes a conflict of interest with service to the District;
22. Any conduct that impairs disrupts or causes discredit to the District, the employee's District employment, to the public service, or other employee's employment;
23. Failure to comply with OSHA Safety Standards and District safety policies or Illness and Injury Prevention Plan (Appendix G -<http://www.Illness and Injury Prevention Plan>)
24. Altering, falsifying, and tampering with time records, or recording time on another employee's time record; and
25. Working overtime without prior authorization or refusing to work assigned overtime.

Administrative Leave

The General Manager may place an employee on an administrative leave with pay pending a potential disciplinary action. Administrative leave with pay is authorized: (1) when the District believes that the employee's continued presence at the work site could have detrimental consequences, or (2) pending investigation into charges of misconduct.

Levels of Discipline

Counseling Memo

An informal yet documented censure of an employee. A counseling memo shall be retained in the supervisor's file for no more than 12 months.

Written Reprimand

A written reprimand is a formal documented censure of an employee and shall be retained in the employee's personnel file. An employee may attach a written rebuttal to the reprimand if submitted to the within 14 calendar days of the date the reprimand was received.

Suspension

A suspension is the removal of an employee from duty without pay. Suspensions shall not exceed 30 calendar days. Documents related to a suspension shall become part of the employee's personnel file.

Reduction in Pay

A reduction in pay may take one of two forms: (1) a decrease in salary to a lower step within the salary range, or (2) a decrease in salary paid to an employee for a fixed period of time. Documents related to a reduction in pay shall become part of the employee's personnel file.

Demotion

A demotion is removal of an employee from his/her current classification and placement into another classification for which the employee is qualified but with a lower salary range. Documents related to a demotion shall become part of the employee's personnel file.

Termination

A termination is permanent separation from District employment. Documents related to discharge shall become a part of an employee's personnel file when the discipline becomes final.

57. Miscellaneous

Deferred Compensation

All regular employees of the District are eligible to participate in the District's Deferred Compensation Plan. The plan is offered through MassMutual Financial Group and include both a 457 and Roth IRA. The Participation is voluntary and solely at employee expense.

Employee Development

The District encourages employees to improve proficiency in their present jobs and prepare for advancement. Employees may request reimbursement for the cost of books and tuition for accredited courses and seminars successfully completed when the following criteria are met:

- Sufficiently prior to the course or seminar start date, the employee submits a request in writing stating the course/seminar title, start and end dates (if applicable), name and web address of the accredited institution,
- The course/seminar is approved by the General Manager or designee to be relevant to the District's business;
- The course/seminar is taken on the employee's own time; and
- A minimum grade of "C" or "pass" is earned.

The District has budgeted up to \$10,000 annually for qualifying educational expense reimbursements. The funds will be dispersed on a first come, first served basis. If approved, and upon submission of receipts and documentation evidencing completion of the coursework at a minimum grade of "C" or "pass," the District will reimburse 100% of approved educational costs.

Supersession

These Terms and Conditions of Employment constitute the complete and entire terms and conditions regarding the matters contained herein, and supersede and abolish all prior or existing practices or provisions related to the subjects herein, whether written or oral, formal or informal, unless expressly stated in these Terms and Conditions of Employment. Any conflicts between these Terms and Conditions of Employment and any other prior or existing practices or provisions shall be resolved in favor of the express terms and intent of these Terms and Conditions of Employment.

Severability

Should any provisions of these Terms and Conditions of Employment be found unlawful or unenforceable by a court of competent jurisdiction, or invalidated by subsequent legislation, the remainder of these Terms and Conditions of Employment. shall continue in full force and effect. Upon occurrence of such an event, the District shall abide by default to the terms of the decision or legislation until a compliant provision is approved by the District. Thereafter, the new, compliant provision shall control.

Employee Assistance Program

The District provides an Employee Assistance Program (EAP) for all full-time employees. Details of coverage and other conditions are specified on the provider's website as well as in the Agreement for Employee Assistance Services.

Flexible Spending Arrangement

The District provides a Flexible Spending Arrangement under IRS Tax Code Section 125 allowing full-time employees to voluntarily redirect a portion of their salary on a pre-tax basis to apply toward qualified health care expenses and/or dependent care expenses. Funding of this optional benefit is solely from pre-tax payroll deductions, with no contribution from the District. Details and conditions are specified on the provider's website as well as in the Plan Document.

The District will continue to provide a Premium Only Plan, also under IRS Tax Code Section 125, which redirects the necessary portion of employees' salary to cover their share of health care premiums on a pre-tax basis.

58. Policy Updates

<u>Date</u>	<u>Section/Title</u>	<u>Change Type</u>
8/2017	16. Overtime	Correction
11/2017	6. Types Of Employment	Revised
11/2017	57. Misc., Employee Assistance Program	New Policy
12/2017	35. Family Care and Leave, Statement Of Policy	Revised
1/2018	27. Holiday and 9 th Hour Clarification	Revised
2/2018	57. "Misc." Flexible Spending Arrangement	New Policy
7/2018	12. Acting Pay When Assigned Full Scope of Vacant Position	Revised
7/2018	16. Overtime Defined, Holiday OT Defined	Revised
1/2019	49. Vehicle Policy	New Policy
1/2019	39. Shoe Policy	Revised
7/2019	6. Types of Employment	Revised
9/2019	26. Supplemental Short-Term Disability Benefit	New Policy
10/2019	23. Sick Leave - Full Time Employees	Revised
10/2019	24. Sick Leave – Part Time and Temporary Employees	Revised
	37. Insurance – Medical Insurance	Updated
10/2020	Section 2, Appendix A, Conflict of Interest Code	Updated/Adopted Policy
4/2021	13. ISD Certification and License Recognition	New Policy
8/2022	39. Safety Boots/Shoes	Updated

5/2023	Certificate-Lic. Recognition Policy	Revised
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Acknowledgment

I have received a copy of the Ironhouse Sanitary District Terms and Conditions of Employment. I acknowledge my obligation to read its contents and comply with the policies contained therein. I understand that the District may at any time, add, change, or rescind any policy or practice at its sole discretion, without advance notice except for the policy on at-will employment. I understand that my employment is “at will,” i.e., for no fixed term, and may be terminated either by me or by the District at any time, with or without cause or advance notice. I further understand and agree that no person other than the General Manager has the authority to enter into any written or oral agreement different than or inconsistent with my at-will employment relationship with the District.

Employee Name (Print)

Date

Employee Signature