

WEST BAY
SANITARY DISTRICT



PERSONNEL POLICIES
RESOLUTION 2392 (2023)

Adopted by the District Board, October 11, 2023

West Bay Sanitary District Personnel Policies

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Definitions:

Human Resources: Personnel and Accounting Specialist

Manager: Department Head

Supervisor: Immediate Supervisor/Manager

General Manager: General Manager

Union Represented Employees: Employees Represented by Local 350 Union

Non-Represented Employees: Employees Not Represented by Local 350 Union

Exempt Employees: Management Employees

Safety Coordinator: Water Quality Manager or Operations Superintendent

SECTION A: GENERAL POLICIES

A.1: Equal Employment Opportunity and Prohibition of Harassment and Discrimination Policy

A.1 (A): Purpose

The purpose of this policy is to confirm that the West Bay Sanitary District (the “District”) is an equal opportunity employer and is committed to maintaining a work environment free from unlawful discrimination, harassment, retaliation, and disrespectful or other unprofessional conduct for all its current and prospective employees, as well as, persons providing services pursuant to a contract. “Persons providing services pursuant to a contract” means a person who meets the following criteria: (1) the person has the right to control performance of the contract for services and discretion as to the manner of performance; (2) the person is customarily engaged in an independently established business; and (3) the person has control over the time and place the work is performed, supplies the tools and instruments used in the work, and performs work that requires a particular skill not ordinarily used in the course of the employer’s work.

This Policy:

- Confirms the District’s commitment to Equal Employment Opportunity;
- Confirms the District’s commitment to prohibit and prevent discrimination, harassment, retaliation, and disrespectful or other unprofessional conduct in the workplace; and
- Provides a complaint and investigation procedure to resolve complaints of alleged discrimination or harassment in violation of the law or this Policy.

A.1 (B): Equal Employment Opportunity

It is the policy of the District to provide all current and prospective employees, as well as, persons providing services pursuant to a contract, with equal opportunity in employment without discrimination on the basis of: sex (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, race (including traits historically associated with race, including but not limited to, hair texture and protective hairstyles), religion (including religious dress and grooming practices), color, gender (including gender identity, gender expression, and transgender), national origin (including language use ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by law. This non-discrimination policy pertains to all aspects of employment with the District or the application for employment with the District, including, but not limited to, recruitment, selection, placement, assignment, training, transfer, promotion, evaluation, discipline, termination, compensation, and benefits. This policy also applies at all District locations, work sites, District-sponsored social or other events as well as, activities at which the employee represents the District.

A.1 (C): Harassment Prevention

The District's policy prohibiting harassment applies to all persons involved in the operation of the District. The District prohibits harassment, disrespectful or unprofessional conduct by any employee of the District, including agency officials, supervisors, managers, and other District staff. The District's harassment prevention policy also applies to vendors, suppliers, customers, independent contractors, interns (paid or unpaid), volunteers, persons providing services pursuant to a contract, and other persons with whom one may come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts, or messages;
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by District policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

In addition to discriminatory harassment based on a Protected Basis, the District prohibits acts of abusive conduct and bullying a safe and civil environment is necessary for employees to achieve the high standards we expect. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment and bullying are expected of all employees.

Abusive Conduct

Under the California Fair Employment and Housing Act (California Government Code 12950.1(h)(2)), abusive conduct is defined as "conduct of an employer or

employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal, or physical conduct that a reasonable person would find threatening, intimidating, humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious."

Bullying

Bullying is repeated, health harming mistreatment of another employee. Examples of prohibited bullying include but are not limited to screaming; swearing; name calling; stealing; giving dangerous work assignments against established safety guidelines; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; denying advancement; and stealing work credit.

Generally, bullying involves:

- Written, verbal, graphic, or physical acts (including electronically transmitted content, such as using the Internet, a cell phone, a personal digital assistant (PDA), or a wireless handheld device);
- Behavior that substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work;
- Behavior that adversely affects an employee's ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage harassment, abusive conduct, and bullying, the District also prohibits both active and passive support for these acts. Employees should either walk away from these acts when witnessed or attempt to stop them. In either case, employees should report incidents to a manager or supervisor, or to Human Resources. Those who engage in harassment, abusive conduct, bullying, or retaliation for complaints about harassment will be subject to appropriate discipline up to and including termination of employment.

A. (D): Complaint Procedure

Complaints or reports of harassment or discrimination should be directed to the employee's immediate supervisor, any supervisor or manager within or outside of the employee's department, Human Resources, or the General Manager as soon as possible after the incident-giving rise to the complaint. If the complaint involves the employee's General Manager, the complaint may be directed to the President of the District Board. Complaints may be presented orally or in writing. It is recommended that complaints be submitted in writing and be signed by the complainant, as anonymous written complaints may prevent the District from a full and thorough investigation. Complainants should be prepared to provide all known details of the incident or incidents, names of individuals involved, and names of any witnesses. Grievance Procedures will be followed according to the applicable Memorandum of Understanding (MOU) with the union represented group.

The District encourages all individuals to report any incidents of harassment, discrimination, retaliation, or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

Supervisors must refer all complaints involving harassment, discrimination, retaliation, or other prohibited conduct to Human Resources so the District can address the complaint.

When the District receives allegations of misconduct, it will promptly investigate the facts and circumstances of the complaint. The District may, as appropriate, assign a qualified and impartial investigator to undertake a fair, timely, thorough, and objective investigation of the allegations in accordance with all legal requirements. The District will reach reasonable conclusions based on the evidence collected.

The District will maintain confidentiality to the extent possible; however, the District cannot guarantee complete confidentiality. The District's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know. All employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation. Employees represented by a bargaining unit shall have the right to request that their union representative be present during an investigation, in accordance with the Memorandum of Understanding and/or other applicable rules.

Complaints will be:

- Responded to in a timely manner;
- Kept confidential to the extent possible;
- Investigated impartially by qualified personnel in a timely manner; the right to have a representative present during the investigative interview will be provided to the accused employee(s), as disciplinary action could result from the investigation;
- Documented in a report and tracked for reasonable progress;
- Given appropriate options for remedial action and resolution; and
- Closed in a timely manner and have findings/conclusions timely communicated to the Parties involved.

At the conclusion of the investigation, the investigator shall report his/her findings in writing to Human Resources and the General Manager. The General Manager will make the final determination regarding the complaint (unless the complaint involves the General Manager), and what corrective action, including discipline, if any, is appropriate. The complainant and alleged perpetrator and/or harasser will be notified of the District's determination, and depending on the circumstances and interests involved, the results of the investigation.

If the District determines that harassment, discrimination, retaliation, or other prohibited conduct has occurred, appropriate and effective corrective action will be taken in accordance with the circumstances involved. The District also will take appropriate action to deter future misconduct.

Any employee determined by the District to be responsible for harassment, discrimination, retaliation, or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if an employee engages in unlawful harassment, said employee can be held personally liable for the misconduct.

Applicants or employees may also file a complaint with a government agency such as the following:

Dept of Fair Employment & Housing
39141 Civic Center Dr. Suite 250
Fremont, California 94538
www.dfeh.ca.gov
1-800-884-1684
Email: contact.center@dfeh.ca.gov

EEO Commission
450 Golden Gate Ave, 5 West
PO Box 36025
San Francisco, California 94102-3661
1-800-669-4000
web: <https://publicportal.eeoc.gov>

A.1 (E): Appeal of Determination

Any employee who files a complaint of discrimination, or harassment, retaliation, and disrespectful or other unprofessional conduct, or is charged with acting in violation of these policies may appeal the determination to the District Board. Such appeal shall be conducted in accordance with Section C – Standards of Conduct, subsection C.5 (C) Hearing Procedure - Appeal of Determination Related to Discrimination/Harassment.

A.1 (F): Independent Contractors

Contracts with the District, which contain an equal opportunity employment/non-discrimination clause, shall also include language requiring those contractors to be responsible for ensuring that effective policies and procedures concerning the prevention of harassment exist in their companies.

A.2: Injury Prevention Program

It is the District's goal to have a safe and healthful workplace. To that purpose we have implemented the Injury & Illness Prevention Program (IIPP) that is outlined in a separate document. A copy of the District's Injury & Illness Prevention Program is kept by the District's Safety Coordinator and is available for inspection and/or copying by the District's employees during normal business hours.

The District will do everything within its control to assure a safe environment, and will comply with federal, state and local safety regulations. Employees are expected to obey safety rules, follow established safe work practices, and to exercise caution in all their work activities. Employees under the influence of any medication, prescribed or otherwise, which may affect their ability to work safely, shall not report for work. Failure to comply with these safety rules will result in disciplinary action up to and including discharge.

All employees are expected to immediately report any unsafe conditions to their immediate supervisor or the General Manager. Working together, we can succeed in having a safe and healthy workplace from which we all will benefit.

A.3: Personnel File

The District will maintain an official personnel file for each employee. Employee's shall inform Human Resources of any changes in personal information, such as home address, home telephone number, number of dependents for tax withholding purposes, and person(s) to notify in case of an emergency.

A.4: Confidentiality of Personnel Records

Except as provided in Section **A.5**, information contained in an employee's personnel file will be disclosed only to persons with a need to know and to outside third parties only pursuant to a proper legal request. Responses to credit or employment references will be limited to verification of name, position, title, dates of employment and salary range, unless the employee authorizes otherwise in writing. The home address and phone number of an employee will not be released except on the written authorization of the employee or due to reporting requirements of law enforcement or other regulatory agencies.

A.5: Reference Checks

Reference checks regarding current or former employees must be directed to Human Resources. Unless the current or former employee signs an authorization and release regarding the disclosure of specific further information, the only information that will be disclosed is the employee's current or final job title, dates of employment, and current or final rate of pay.

A.6: Access to Personnel File

An employee, upon request to Human Resources may, during normal business hours, inspect their official personnel file. The District shall monitor the employee's inspection of their personnel file to ensure that nothing is removed, destroyed, or altered. Employee requests for photocopies of any personnel file materials to which the employee is entitled will be directed to Human Resources.

A.7: Disposition of District Property

The General Manager may place certain items of District property for sale as the Board finds the items are no longer necessary for District purposes and allow employees, or others, to submit bids thereon provided, however, that employees shall not be entitled to any preference or advantage in purchasing such items. Such property shall be posted for sale with a reasonable minimum bid, as determined at the District's discretion. Payment in full shall be made at the time of sale.

A.8: Disability and Reasonable Accommodation Policy

The Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA) prohibit employment discrimination based on a person's disability, perceived disability or history of disability. The FEHA is a California state law enforced by the Department of Fair Employment and Housing (DFEH). The ADA is a federal law enforced by the Equal Employment Opportunity Commission (EEOC). In some cases, the FEHA is more protective than the ADA. As a California Employer, if there is a difference between the ADA and FEHA, the District must meet the more protective requirements.

The ADA and FEHA require employers to provide reasonable accommodation to individuals who have a known medical condition, physical disability or mental disability where accommodation is needed to (1) enable an individual to be considered for a job, (2) enable an individual to perform the essential functions of the job, or (3) enable an individual to enjoy equal benefits and privileges of employment. The FEHA also requires employers to engage in a timely, good faith interactive process with an employee or applicant who requests reasonable accommodation.

This Policy identifies the District's plan to meet the requirements of the ADA and FEHA, and any other related state or federal laws. This policy provides a framework to discuss disability-related concerns and provides for an interactive process to discuss accommodation.

This Policy applies to all employment practices such as: recruitment, firing, hiring, training, job assignments, promotions, pay, benefits, layoff, leave, and all other employment- related activities.

A.8 (A): Individuals Covered by the ADA and FEHA

A person covered is someone who:

1. Has an actual physical or mental disability or medical condition;
2. Has been perceived to have a disability;
3. Has had a record or history of a disability;
4. Is being regarded or treated as having or had a disability.

A.8. (B): Definitions

The following definitions are provided solely as a guide to assist in the interpretation and application of this Policy. Further detail is set forth in the [American with Disabilities Act](#), the [California Fair Employment and Housing Act](#), [California Government Code section 12926](#), related federal and state laws and regulations, and cases interpreting those acts and regulations. The following definitions may be subject to change due to a change in applicable law.

I. Mental Disability

Mental disability includes, but is not limited to, the following:

Having any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity.

"Mental disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

II. Physical Disability

Physical disability includes, but is not limited to, the following:

Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine, which limits a major life activity.

A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.

"Physical disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

III. Medical Condition

Medical condition means either of the following:

(1) Any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer; or

(2) Genetic characteristics. For purposes of this section, "genetic characteristics" means either of the following

(a) Any scientifically or medically identifiable gene or chromosome, or combination or alteration thereof, that is known to be a cause of a disease or disorder in a person or his or her offspring, or that is determined to be associated with a statistically increased risk of development of a disease or disorder, and that is presently not associated with any symptoms of any disease or disorder.

(b) Inherited characteristics that may derive from the individual or family member, that are known to be a cause of a disease or disorder in a person or his or her offspring, or that are determined to be associated with a statistically increased risk of development of a disease or disorder, and that are presently not associated with any symptoms of any disease or disorder.

IV. Limits A Major Life Activity

"Limits" shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity. A mental, psychological or physiological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult. "Major life activities" shall be broadly construed and shall include physical, mental, and social activities and working.

V. Qualified Individual with a Disability

A person who (1) satisfies the job-related requirements for the position; and (2) is able to perform the essential functions of the position with or without reasonable accommodation.

VI. Essential Functions

Essential functions are the job duties that are fundamental to the position. Factors to consider in determining if a job function is essential include:

- Whether the reason the position exists is to perform that function
- The number of other employees available to perform the function or among whom the performance of the function can be distributed
- The degree of expertise or skill required to perform the function, and whether the function is specialized, and the individual is hired based on the ability to perform it.

Evidence of whether a particular function is essential includes, but is not limited to, the following:

1. The District's judgment as to which functions are essential.
2. Written job descriptions prepared before advertising or interviewing applicants for the job.
3. The amount of time spent on the job, performing the function.
4. The consequences of not requiring the incumbent to perform the function.
5. The terms of a collective bargaining agreement.
6. The work experiences of past incumbents in the job.
7. The current work experience of incumbents in similar jobs.

VII. Reasonable Accommodation

The District is required to provide reasonable accommodation for the known disabilities of a qualified employee or applicant to (1) enable to individual to be considered for a job; (2) enable the individual to perform the essential functions of his or her job; or (3) enable the individual to enjoy equal benefits and privileges of employment. The District is not required to provide an accommodation that would be an undue hardship or that would present a direct threat to the employee/applicant or others.

A reasonable accommodation may include, but is not limited to, the following:

1. Changing job duties
2. Providing leave for medical care
3. Changing work schedules
4. Relocating the work area
5. Providing mechanical or electrical aids

If a qualified individual with a disability or medical condition can perform the essential functions of a position, with or without accommodation, the District is required to provide a reasonable accommodation unless the accommodation would represent an undue hardship to the District's operation or would present a direct threat to the employee or to others.

VIII. Undue Hardship

An accommodation poses an undue hardship when it requires significant difficulty or expense. Significant difficulty or expense is determined by evaluating several factors including, but not limited to the nature and cost of the accommodation; the overall

financial resources of the District and impact on District operations; the overall size and financial resources of the District; and the nature of the District's operations.

IX. Direct Threat

An individual who, because of a disability, poses a direct threat to the health or safety of the individual or other persons, even with a reasonable accommodation, is not a qualified individual with a disability.

A direct threat is a significant risk of substantial and imminent harm, which cannot be eliminated or reduced to an acceptable level by reasonable accommodations.

A threat that is remote or theoretical is not sufficient to conclude that a person is not a qualified a person with a disability.

The assessment of whether or not a person poses a direct threat must be made on a case-by-case basis considering the following factors: duration of the risk; nature and severity of the potential harm; the likelihood that the potential harm will occur; and the imminence of the potential harm.

A.8. (C): Notice of Disability

The employee/applicant is responsible for notifying their Supervisor, Manager, or Human Resources that employee/applicant has a disability or medical condition which requires reasonable accommodation. Notice of a disability may come in the form of:

1. The employee/applicant's direct statement to their Supervisor, Manager, or Human Resources that they are unable to perform a duty that is part of the job because of a disability;
2. The employee/applicant's direct request for an accommodation to the Supervisor, Manager, or Human Resources or
3. The Supervisor's, Manager's, or Human Resource's receipt of information regarding an employee/applicant's disability or need for accommodation.

A.8. (D): Requesting an Accommodation during Recruitment

The District will include a statement on all applications and recruitment packages indicating the availability of reasonable accommodation in the application process with instructions to applicants on the method for requesting reasonable accommodation.

When a qualified disabled applicant requests an accommodation, Human Resources staff will confer with the applicant on the type of accommodation(s) they need. When the applicant's disability is not obvious or known; or when additional medical clarification is needed; appropriate documentation of the disability, limitations, and the needed accommodation will be sought from the applicant. Given the time sensitivity of the

recruitment process, Human Resources staff will move as quickly as possible to make a decision, and if appropriate, provide an accommodation.

A.8. (E): Requesting an Accommodation during Employment

Requests for reasonable accommodation do not have to be in writing and can be requested in a face-to-face conversation or using any other method of communication. A duty to provide a reasonable accommodation arises when the employer knows of the employee's disability. While the employer undoubtedly becomes aware of the disability when the employee directly informs the employer, the duty is also triggered if the employer learns of the disability from someone else or by observation. Once the employer knows of the disability, the employer must enter into the interactive process with the employee to determine an appropriate accommodation.

The District may require documentation from an appropriate medical provider which identifies:

1. The physical or mental limitations imposed by the disability or medical condition; and
2. For each limitation, the expected duration and whether it is permanent or temporary.

If the need for accommodation is temporary, the District will consider whether temporary transitional duty is appropriate. If the need for accommodation is permanent, the parties will discuss permanent accommodation.

A.8. (F): The Interactive Process

When a request for accommodation is made, Human Resources and the individual requesting an accommodation will engage in a good faith interactive process, as consistent with applicable laws, rules and/or MOU, to determine what, if any accommodation shall be provided. Subject to applicable rules and MOU, employees will have a right to a representative of their choice involved during the interactive process. Employees/applicants and the District must communicate with each other about the request, the process for determining whether an accommodation will be provided, and the potential accommodations. The District encourages verbal dialogue with the individual requesting accommodation, as well as written communications. During the interactive process, the employee/applicant and the District may discuss a variety of possible accommodations. Two-way communication is essential to this process. Applicants, employees, managers, and supervisors are encouraged to contact Human Resources at any time during this process to request assistance or advice.

While each request for accommodation is unique and individual cases vary, steps to be taken in the Interactive Process may include, but are not limited to the following:

1. Obtain information from the individual and the individual's medical provider regarding the limitations caused by the disability or medical condition and the need for accommodation. If the report of the employee's/applicant's medical provider is inadequate, incomplete, or conflicts with other information obtained, the District may ask the employee/applicant to obtain further information from the medical provider or may refer the employee to a physician of the District's choice, at the District's expense.
2. In consultation with the employee/applicant, identify all possible accommodation(s) which would enable the applicant/employee to be considered for the position at issue, perform the essential functions of the position at issue, or otherwise enjoy equal benefits and privileges of employment.
3. In consultation with the employee/applicant, assess the reasonableness of each accommodation in terms of effectiveness and equal opportunity for the employee/applicant.
4. Implement the accommodation most appropriate for both the employee/applicant and the District. It should be understood that the District does not have to provide the accommodation preferred by the employee/applicant or their medical provider. The District has the ultimate discretion to choose amongst the accommodations, so long as the chosen accommodation is reasonable and effective. If one accommodation costs more or is more burdensome than the other, the District may choose the less expensive or less burdensome accommodation, or one that is easier to provide.

Current Employees Only

If a qualified employee with a disability or medical condition cannot perform the essential functions of their current position, with or without accommodation, but may be qualified to perform the essential functions of a different position, the District will explore reassignment to a vacant position. Reassignment to another position is only made to vacant, funded positions. Efforts will be made to find a vacant position. If a suitable position does not exist within the employee's current department, Human Resources will conduct a District-wide job search and consider alternatives, transfer, and voluntary demotion. Promotions, creation of new positions, or displacement of other employees are not a required part of the reasonable accommodation process.

A.8. (G): Confidentiality

Human Resources shall maintain all medical information obtained in the disability accommodation process in a locked file that is stored separate from the employee's personnel file in compliance with applicable law.

The District will maintain confidential medical information, as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) .

A.8. (H): Responsibilities

I. Applicant: Must advise Human Resources if they wish to request an accommodation during the recruitment, testing, or selection process.

II. Employees: An employee may initiate a request for reasonable accommodation orally or in writing to their supervisor or manager or Human Resources. The accommodation request must adequately communicate that an adjustment or change at work is needed because of a disability or medical condition, and whether the restriction is temporary or permanent, and must usually provide medical documentation to support the request.

III. Manager/Supervisors: Managers and Supervisors are responsible for being familiar with and understanding this policy and for consulting with Human Resources on accommodation issues and the interactive process.

IV. General Manager and Human Resources: Are responsible for the overall coordination of this policy.

A.8. (I): Complaint Resolution

If the employee/applicant is not satisfied with the outcome of the interactive process they have the option to make an informal complaint with the General Manager or file a formal complaint with the District's Board of Directors.

If the employee/applicant believes they have been discriminated against because of a disability, they may file a complaint as identified under section A.1 (D) of the Equal Opportunity Employment and Prohibition of Harassment and Discrimination.

A.9: Whistleblower Protection Policy

Purpose

All District employees operate under the requirements of numerous policies and State and Federal laws and regulations governing employee activities. The collective requirements of all of these laws, regulations, and policies create an environment of high standards for all District employees in the performance of their duties.

The purpose of this policy is to:

1. Establish an alternative process for reporting employee misconduct; and
2. Confirm the District's commitment to protecting whistleblowers from harassment or retaliation.

This policy is not intended to replace any of the existing procedures that are currently in place for reporting issues of employee misconduct or contractual grievances. All existing procedures for reporting employee misconduct and contractual grievances remain available in conjunction with the implementation of this policy.

Definitions

- Employee—any regular, temporary, or contracted employee of the District.
- Employee Misconduct—any employee action which specifically violates any employee responsibility defined in District policies, ordinances, and contractual agreements, as well as any State and Federal laws or regulations.
- Whistleblower—any employee reporting an allegation of employee misconduct.

Policy

Employees are encouraged to address allegations of employee misconduct at any level. This would typically include reporting the violation to the employee's Supervisor, Manager, or the General Manager. Employees who are not comfortable reporting employee misconduct to available Supervisors, Managers, or the General Manager may elect to report the allegation of misconduct to the Board of Directors for appropriate referral and follow-up.

Reports may be done verbally or in writing. Reports may be anonymous, although follow-up and investigation may be limited in some situations when the reporting party is not identified.

An employee who reports an allegation of employee misconduct shall not be subject to harassment or retaliation. Any employee who retaliates against another employee who has reported an allegation of misconduct will be subject to discipline up to and including termination of employment. Employees who knowingly file a false report of employee misconduct may also be subject to discipline up to and including termination of employment.

California Whistleblowers Protection Act

The District complies with the California "Whistleblowers Protection Act". The specific provisions of the Act are contained in Sections 1102.5 through 1106 of the California Labor Code. The Act protects employees when reporting any violations of State or Federal laws or regulations and requires the California State Attorney General to maintain a Whistleblower Hotline (800-952-5225) for accepting reported violations. A notice describing the Whistleblower Hotline is posted in workplaces throughout the District in compliance with the Act.

SECTION B: EMPLOYMENT PRACTICES

B.1: Status of Employees

B.1 (A) Initial Employment Period

All regular full-time and part-time employees are on an initial employment period during the first year (12 months) in any position, or as otherwise specified in a Memorandum Of Understanding (MOU) between the District and the affected bargaining unit.

During the first six months of the initial employment period, employees will accrue paid vacation and sick leave benefits but are prohibited from using paid vacation time until six months of the initial employment period is completed.

Note: Represented employees follow MOU guidelines concerning Probationary Periods.

B.1 (B): Employment at Will

All unrepresented employees of the District are, during the entire course of their employment, and both during and after any initial employment period, at-will employees. This means that either the employee or the District, through the General Manager, can terminate the employment relationship at will, at any time, with or without cause and with or without advance notice. This arrangement is called "employment at-will" and no employee or representative of the District, other than the District Board, has the authority to alter this policy, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. The President of the District Board or the General Manager can only enter into a written employment agreement that is approved by the Board of Directors and signed by both the President of the District Board and the specific employee. However, at-will employment does not allow for any employment actions toward an employee that may be discriminatory or otherwise compromise basic employment rights under state and federal law.

B.1 (C): Constructive Resignation

Any employee who is absent from work for a period of five consecutive working days without approval of the General Manager shall be considered to have resigned their employment with the District. The District will communicate its understanding of the employee's resignation in writing to the affected employee. The General Manager may reinstate an employee if, in the General Manager's judgment, the employee provides a satisfactory explanation for the unauthorized absence.

B.1 (D): Part-Time Appointments

The workweek and workday of an employee holding a position under part-time appointment ("part-time employee") will be specified by the General Manager and will be any period of time less than 40 hours per workweek. Part-time employees do not accrue vacation or receive paid holidays. Part-time employees will accrue sick leave per Healthy Workplaces/Healthy Families Act 2014 (see section D.13.B-1). Part-time employees will not be eligible for retirement programs unless qualified under PERs, health insurance, dental insurance, life insurance, and accidental death and dismemberment insurance, unless otherwise required by these plans.

B.1 (E): Temporary Appointments

Employees may be appointed on a temporary basis to perform work that will last a short period of time, not to exceed 6 consecutive months within one fiscal year. Temporary employees will not accrue vacation or receive paid holidays; nor will they receive any other benefits specified in this Policy, except as may be required by law. Temporary employees will accrue sick leave per state law (see section D.13.B-1).

B.1 (F): Funded Appointments

Whenever funding is made available to the District by another public agency for a particular program project, the District may use such funding to appoint employees. Funded appointments shall receive no benefits except as specified by the terms and conditions governing the particular program or project so funded, or state or federal law, and shall end upon expiration or the term of such particular program or project, or upon the termination of funding therefore, or upon termination of the employee pursuant to Section **B.1 (B)**, whichever occurs sooner.

B.1 (G): Contract Appointments

The General Manager may employ any person by written agreement for specialized duties such as Department Heads or external consultants. These contract employment agreements are subject to the terms and conditions of the particular contract agreement and Board approval. The written agreement will specify all terms and conditions of the employment relationship, and, unless expressly incorporated by reference, the District's policies prohibiting discrimination and harassment as set forth in Section A.1 (B) which are applicable to all contract appointments, and are to be made an express term of the agreement consistent with Section A.1(F). District Counsel shall review the agreement for contract employment and is subject to the approval of the Board.

B.2: Classification of Positions

Employees' exempt or non-exempt status is determined in compliance with federal law. Such laws describe the criteria for jobs to be classified as either non-exempt, requiring the payment of overtime, or exempt from overtime payment. The employee's eligibility or ineligibility for paid overtime is indicated in the job description/classification for the position the employee occupies under the designation of FLSA status "Exempt" or "Non-exempt." The job description is provided to the employee at initial District employment.

B.3: Recruitment, Selection and Promotion

The General Manager will establish and implement recruitment, selection, and promotion procedures for the District. These procedures may vary depending on the position or positions to be filled and the needs of the District.

In additional support of policy section B.14 "Nepotism" No employee will in any way participate or attempt to influence decisions about any personnel matter, which may directly affect the selection, appointment, promotion, termination, or other employment decision regarding a "close relative." For the purpose of this policy, a "close relative" is defined as husband, wife, mother, father, son, daughter, sister, brother, nephew, niece, mother or father in-law, brother or sister in-law, grandchild, grand parent or step-relatives.

B.4: Additional Assignments, Transfers

Employees may on occasion be required to perform duties, which are not listed in their position descriptions. In addition, employees may be assigned to perform work in an office or department of the District in which they do not normally work. Compensation for temporary transfers will be provided as prescribed in the MOU, if applicable.

B.5: Abolition of Positions and Reductions in Force

At its sole discretion, the District may decide to abolish one or more positions, or restructure or reduce its workforce. Factors, which the District may use in abolishing positions and/or selecting employees for layoff, include, but are not limited to, accomplishment of the District's objectives, budgetary constraints, operational requirements, employee work performance, and length of service.

B.6: Workweek

The regular workweek for full-time employees will consist of 40 hours per week. Workweeks and workdays may be scheduled for the convenience and efficient operation of the District without regard to calendar days or calendar weeks.

B.7: Paydays

All employees of the District generally are paid regular wages on a bi-weekly basis (every other Friday) for work performed during the bi-weekly period ending seven days prior to pay day (previous Friday). If a regular pay day falls on a holiday, employees will be paid on the preceding workday.

B.8: Advancement of Wages

Employees, whose approved vacation or holiday absence will incorporate the pay day Friday, may request their regular paycheck prior to the authorized absence. The District Board must specifically approve all other requests for advancement of wages.

B.9: Hours of Work

The District Office is normally open for business Monday—Friday, between the hours of 8:00 a.m. and 4:00 p.m.

Supervisors will assign individual work schedules for employees they supervise. Employees are generally required to work an 8-hour day. All employees are expected to be at their desk, work stations, or work locations, at the start of their scheduled shifts, ready to perform their work.

Non-exempt employees are required to take a mid-day meal period of at least 1/2 hour at a time as may be assigned by the supervisor. Employees are allowed 15-minute rest periods for every 4 hours of work or major portion thereof. Your supervisor may schedule your meal and rest periods.

B.9. 1. “9/80” Work Schedule Authorization

A regular employee whose regular shift schedule consists of forty (40) hours of work, Monday through Friday between 6:45AM and 7PM, inclusive, may, in lieu of such schedule, be authorized to work a schedule consisting of nine-days, eighty (80) hours per two week work cycle (“9/80 schedule”) if, in the General Manager’s judgment, such schedule would best serve the District’s interests.

B.9.1(a). “9/80” Work Schedule Defined

The 9/80 work schedule consists of fourteen day repeating work periods, each period consisting of nine (9) work days, eight of which consist of nine (9) hours of regularly scheduled work and one of which consists of eight (8) hours of regularly scheduled work. In the half of the fourteen (14) day work cycle in which the employee is scheduled to work the eight (8) hour day, the employee will also work four (4) nine (9) hour days. In the other half of the fourteen (14) day work period, the employee will work four (4) nine (9) hour days.

B.9.1(b). Calculating Overtime/Designation of FLSA Work Week

For purposes of determining overtime eligibility for an employee on the 9/80 schedule, the FLSA and contract overtime work week are designated to begin at the end of the regularly scheduled eight (8) hour day and end of the last (fourth) regularly scheduled nine (9) hour day, in the following week to ensure that the fourteen day work cycle contains eighty (80) regularly scheduled hours of work. For non-exempt employees on the 9/80 schedule, only authorized work performed in excess of the regularly scheduled work day or designated work week will be compensable at the overtime rate of one and one-half the employee's regular rate of pay.

B.9.1(c). Holidays on 9/80 Work Schedule

Eligible employees on a 9/80 schedule will continue to receive eight (8) hours of holiday pay (or credit in the case of floating holidays) as though they remained on a traditional five day, eight hour per day work schedule, and must use an hour of floating holiday, vacation, or compensatory leave on holidays on scheduled nine (9) hour days.

[Example: if a holiday falls on what would otherwise be a nine (9) hour workday and the employee performs no work, the employee will be paid eight (8) hours of holiday pay. However, the employee will be required to use either one (1) hour of vacation, floating holiday, or compensatory leave to cover the ninth (9th) hour.]

B.9.1(d). Other Leave Days Affected by 9/80 Day Off

If the employee on a 9/80 work schedule uses authorized vacation leave, sick leave, or compensatory time off, the employee must use the number of hours which corresponds with the number of hours the employee is scheduled to work on that day, less any hours actually worked on that day. [Example: If the employee is absent due to the employee's illness for the entirety of a scheduled 9-hour work day, they will be charged nine (9) hours of sick leave (or other leave if sick leave is exhausted). If the employee is absent due to the employee's illness for the entirety of a scheduled eight (8) hour work day, the employee's sick leave account (or other leave account if sick leave is exhausted) will be charged eight (8) hours.]

B.9.1(e). Vacation and Sick Leave Accrual

The employee on a 9/80 schedule will continue to accrue vacation leave and sick leave as though the employee were on a five day, eight hour per day work schedule.

B.10: Reporting of Absences and Illnesses

Employees must make every effort to notify their supervisor as early as possible prior to an anticipated absence or illness. Employees should telephone their Supervisor, Manager, or the General Manager, no later than the regularly scheduled start time for the employee's work shift of the day the employee needs to be absent, unless it is

impossible to do so due to the emergency nature of the absence or illness. Employees must provide a reason and the probable duration of the absence.

B.11: Compensation Schedule: Adjustments in Compensation

B.11 (A): Compensation Schedule

The rate of pay for each position with the District is established by resolution of the District Board. Such rate may consist of a range or rates of pay for each position, or a single rate of pay, as the District Board determines in its sole discretion.

B.11 (B): Adjustments in Compensation

The District may, in its sole discretion, grant salary increases to full-time and part-time unrepresented employees. Regular full-time and part-time unrepresented employees are not eligible for salary increases until after the satisfactory completion of their Initial employment periods. Adjustments in compensation for represented employees shall be made in accordance with the terms of the MOU between the District and the affected bargaining unit.

B.11 (C): Performance Merit Pay program

The District may grant an annual performance merit payment to any unrepresented employee or bargaining unit member, at its discretion. The District will determine, from time to time, the funds available, if any, for such merit payments and the criteria and performance levels required to qualify for such merit payments. The merit payments will be based on team performance and payments will be uniformly calculated based on the Board approved criteria.

B.12: Overtime; Compensatory Time Off; Administrative Leave

B.12 (A): Overtime

Non-exempt employees are paid at one and one-half times their regular rate for all hours worked in excess of their regular schedule or alternate 9/80 scheduled, as provided in the MOU, in any workday, and the first eight hours worked on the seventh consecutive day of work in a workweek. All employees will be paid at one and one-half times their regular rate for hours in excess of 80 hours in a bi-weekly pay period.

B.12.1 (A): 40 hour/week Schedule Overtime

Non-exempt employees working a regular scheduled eight (8) hour day, five days a week, are paid at one and one-half times their regular rate for any hours worked over eight (8) hours in one workday and any work in excess of 40 hours in any one work week.

B.12.2 (A): 9/80 Schedule Overtime

Non-exempt employees on the 9/80 schedule, are paid at one and one-half times their regular rate for any hours worked in excess of nine (9) hours, when this is their regularly scheduled day, in excess of eight (8) hours, for the one eight hour day, and the first eight hours worked on the seventh consecutive day of work in a work week.

B.12.3 (A): Double-time

Non-exempt employees are paid at double the regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked on the employee's second regularly scheduled day off when they worked on the first regularly scheduled day off.

It is the policy of the District to discourage overtime work. All overtime work will be subject to the prior approval of an employee's Manager or General Manager, except when such work is required in an emergency to prevent loss of life, injury or damage to person or property, or to ensure the proper operation of the District's facilities. In the event of an emergency, employees must notify their Supervisor, Manager, or General Manager as soon as practicable to seek approval of overtime work.

B.12 (B): Call-Backs

Non-exempt employees called back to work will be entitled to overtime compensation for such call-back time (excluding time spent going to and from work) if the call-back time causes the employee more than 8 hours of work in any work day or 40 hours in any work week or 9 hours of work and 80 hours bi-weekly for employees in the alternate 9/80 schedule. Employees called back to work for emergency services will be entitled to be compensated for a minimum of two hours of work for the call-back regardless of the actual length of time the call-back services require.

Initial call-back time commences when the employee writes their arrival time on the call worksheet. If the employee receives any additional calls for emergency service during the first hour of a call-back, those calls will be considered part of the initial call-back, and no additional minimum compensated time shall be triggered. However, if the employee receives a second call for emergency service after the first hour of a call-back, that service call will be considered to be a new call-back and the minimum 2-hour compensated time will again be triggered. If another call, or calls, comes in within the first hour of the new call-back, that service call will be considered to be part of the second 2-hour minimum.

Service that can be deferred until the following day will be accomplished the following day during normal working hours and no overtime will be allowed. If the following day falls on a weekend or holiday, the deferred service will be considered to be a normal call-back and the 2-hour minimum will apply.

The minimum call-back compensation referenced in the above paragraphs of this subsection 7.3.A is three (3) hours for calls received after 10 PM and before 5 AM.

At the employee's option, they may receive compensatory time off as compensation for call-back time in accordance with subsection **B.12 (C)** below.

B.12 (C): Compensatory Time Off for Non-Exempt Employees

Instead of receiving overtime pay, non-exempt employees may, at their option, receive compensatory time off as compensation for overtime worked. Compensatory time off will accrue at the rate of one and one-half hours off for each hour of overtime worked, subject to the two-hour minimum for call-back time described in subsection **B.12 (B)** or three hours in subsection B.12(C).

The employee must agree in writing to receive compensatory time for which the compensatory time off is requested. No employee may accrue more than eighty (80) hours of compensatory time off at any point during employment. Overtime will be paid if an employee has reached the eight (80) hour maximum. An employee must obtain supervisory approval before using compensatory time off.

B. 12 (D): Time Sheets

All employees are to record their hours worked and request time-off on the electronic timesheet for each pay period..

Any time off absence request must be submitted for approval, in advance and by the end of the pay period. In the event that an employee is absent from work due to illness or injury, the absence request shall be submitted as soon as possible upon return to work.

The electronic timesheet is to be approved by the employee and their Supervisor, Manager, or General Manager, by no later than the Monday following the end of the pay period.

B. 12 (E) : Administrative Leave

The General Manager may grant, in the General Manager's sole discretion, up to 10 days of Administrative Leave per calendar year to Exempt Employees who are not eligible for overtime. The Administrative Leave is used to offset hours worked in addition to the employee's normal 40 hour work week.

B.13: Continuous Service with the District

For initial, regular, and part-time employees in all classifications, length of continuous service with the District will be used as the basis for determining eligibility for benefits such as sick leave and vacation time.

Continuous service with the District will start with the date of initial employment and will continue until one of the following occurs:

1. An employee is discharged;
2. An employee voluntarily terminates his/her employment; or,
3. An employee is laid off.

Continuity of an employee's service will not be broken by absence for the following reasons, and their length of service will accrue for the period of such absence:

1. Absence by reason of industrial disability;
2. Authorized absence without pay for less than thirty (30) days in a calendar year;
3. Absence governed by applicable state and/or federal laws;
4. Pregnancy disability leave governed by 2Cal. Code Regs. § 7291.11(c).

B.14: Nepotism

The District has the sole discretion to decline to hire relatives of employees where actual or potential problems may arise regarding supervision, security, safety, morale, or where potential conflicts of interest exist. "Relatives" include: spouse, registered domestic partner, mother, father, son, daughter, sister, brother, nephew, niece, mother or father in-law, brother or sister in-law, grandchild, grand parent or step-relatives.

If two employees marry or become related, and the actual or potential problems described above exist, only one of the employees will be permitted to stay with the District unless changes can be made to eliminate the problems. The decision as to which relative will remain with the District must be made by the two employees within 30 calendar days of notification by the District. [If the employees do not decide, the District can a) discharge both; b) decide who to discharge; or c) the employee to be discharged can be determined by lot.

B.15: District Vehicle Use, Cost Reimbursement, and EV Charging Station Policy

B.15 (A): District Vehicle Use

This policy applies to employees who drive District vehicles, including to and from work.

A.1: During working hours, trips for personal purposes will be avoided. Occasionally, stopping at a store en route to a business destination, or going to a restaurant (within close proximity of your work location) for lunch is permitted. While going to or from work, occasionally stopping to buy de minimis items such as non-alcoholic beverage, medications, etc., is also permitted.

A.2: Other than the foregoing uses, District vehicles will not be used for any other personal purposes without prior written approval. This means that weekend or after-hours

trips to the store (regardless of how close to home), trips back to the office to retrieve forgotten personal items, or any other non-business usage will not be permitted.

A.3: District vehicles will not be used to transport any non-district personnel unless in the course of business such as transporting consultants to a work site or tour of the facilities. Non-District personnel such as family, friends and other persons not in the course of District business shall not be transported in District vehicles for the convenience of those persons or the employee.

A.4: Employees taking District vehicles home for after hour response must be within 45 minutes of the District boundaries while on standby. Failure to respond to any calls within 45 minutes may result in loss of the vehicle use privilege, expulsion from the standby program, and/or disciplinary measures.

A.5: At their discretion, the Board may authorize a Commuter benefits program. The program could include using a District Vehicle and Public Transportation options. Section B.15 (A): District Vehicle Use; A.1, A.2, and A.3 shall be followed at all times during the commuter benefit.

B.15 (B): District Vehicle Cost Reimbursement

When an employee is authorized to use their personal vehicle in the performance of District work, they will be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

Use of personal vehicles will not be authorized for the performance of District work, if a suitable District vehicle is available and safely operational.

Every attempt will be made to coordinate work so that District vehicles are available and operational for the performance of said work.

Prior to any vehicle use for District business, an employee must submit to the District - proof of a current California Driver's License.

An employee must submit to the District proof of adequate insurance covering collision, personal injury, and property damage before any employee can use a personal vehicle in the performance of District work. In the event of a claim against an employee related to use of a personal vehicle to conduct District business, the employee's insurance shall be primary; the District's insurance shall be secondary.

B.15 (C): Electric Vehicle (EV) Charging Station Policy

Parking spaces with charging stations for electric vehicles (EV) are available on a first-come, first served bases for all employees in accordance with the following Use Policy and Guidelines. These stations are not intended to be used or accessed by the public or

non-WBSD staff and are only available for electric vehicles. There is currently no fee for utilizing the vehicle charging stations.

Use Policy

All employees wishing to use the WBSD charging stations to charge their personal electric vehicles must first receive approval from the Assistant Superintendent or General Manager before they can use the charging stations.

- **EV Owners Agreement** - EV owners agree not to hold the WBSD responsible for any damage to the vehicle that may occur while it is parked at the charging station.
- **Employee Waiver** – Employee accepts responsibility for any risks associated with use of the workplace charging stations.

Employees parking in the EV charging station spaces must limit charging times to no more than 4 hours per day. In cases where the exigency of District Business related Emergency would prevent an Employee from disconnecting his or her EV, the Employee shall be required to unplug his or hers EV as soon as practical to avoid exceeding the established charging station time limit. Employees that leave their EV on a charging station for longer than 4 hours may be subject to a fee of \$10 per hour (rounded up to the next whole hour) beyond the 4 hour limit. Employees found in violation of this 4 hour charging limit on three or more occasions within a 6 month time period may have their charging privilege suspended. Only EVs that are actively charging may use a parking spot associated with a station.

By using the charging stations, the EV owner consents for their vehicle to be unplugged when the charging station indicates their vehicle is fully charged. This will better enable vehicles parked adjacent to existing charging stations the opportunity to charge. Authorized personnel may disconnect the EV at any time.

Guidelines

Employees should not count on workplace charging stations being available when deciding to purchase an EV. The purchase decision should be based on the employee's ability to charge at home and convenience of publicly available charging stations.

There are currently three charging stations. Fleet vehicles shall have priority to access any of the charging stations as needed for WBSD business operations. Employees may be asked to move their EV from the charging station if there is an immediate need to charge a fleet vehicle.

WBSD encourages EV owners who use charging stations to let other EV owners know when they are finished. Employees are encouraged to communicate with each other regarding the need and/or availability of charging stations to other staff EV owners.

Charging cords and charging station status indicators have matching identification numbers to show which cord goes with which charging station. Cords are to be neatly placed back when finished. Cords should not be left on the ground as they are safety hazards.

The Assistant Operations Superintendent and General Manager will be responsible for oversight and enforcement of the EV Charging Station Policy and program.

B.16: Performance Evaluations

The General Manager, or their designated representative, will conduct periodic, no less than annual, written performance evaluations of employees.

Written performance evaluations will be on forms prescribed by the General Manager. Written performance evaluations will include, in addition to other information, recognition of effective performance and identification of areas needing improvement.

Each performance evaluation will be signed by the evaluator and will be discussed with the employee. Signed evaluations will be filed in an employee's personnel file.

SECTION C: Standards of Conduct

C.1: Electronic Communication and Data Use

C.1 (A) Telephones

Employees will refrain from making or receiving personal phone calls while on duty except in emergency conditions. Personal phone calls may be made or received during work breaks or during the employee's lunch period. Such calls should be kept to a minimum to avoid interfering with the work of the District. Personal long distance calls (outside the local area code) are not allowed on District's phone lines and should be made on the employee's personal phone.

C.1 (B) Computers/Email/Internet

The purpose of this policy is to establish standards for employees' use of District computers, software and communications equipment, including electronic mail and Internet access.

1. Email Usage.

- (a) District's local area network interconnects computers within adjacent offices and floors. The District network is also linked to computers throughout the world via internet. Email may be sent and received over the District network as well as outside computer networks. Email is an important method of distributing information among employees, business contacts and the public. Employees are responsible for checking their incoming email frequently, reading its contents and responding in a timely manner. All email messages

received at or sent from District computers or through the District server system are the property of the District and are not private.

- (b) Email messages may constitute “public records” and accordingly, unless exempt under the provisions of the California Public Records Act, may be subject to disclosure in response to a public records request. Emails may also be subpoenaed as evidence in litigation. The District reserves the right to access and disclose for any lawful purpose all messages sent over its computer network and email system. Messages transmitted over the District email system should be those involved in District business activities for the accomplishment of business related tasks or any communication directly related to District business, administration or practices. Incidental and occasional personal use of the email system is permitted during break, lunch periods or on personal time only; however, such messages should not interfere or conflict with assigned duties, are not considered private, and they are subject to the access and disclosure statements set forth in this policy.
- (c) Employees are responsible for the content of all text, audio or images that they place or send over the District computer network and email system. Messages with fraudulent, harassing, obscene, vulgar or sexually suggestive content are prohibited. Messages with derogatory or inflammatory remarks related to a person’s membership in any protected class as defined in policy section A.1 (C), II, are prohibited. Abusive, profane or offensive language will not be used in messages. Users will not attempt to obscure the origin of any message.

2. Internet Usage. Access to the Internet may be provided for employees to research and to use available information resources in performing business related tasks. Incidental personal use of the Internet should be kept at a minimum, should only occur during break, lunch periods, or on personal time only and should not interfere or conflict with assigned duties. Because the District’s electronic address must be used to gain access to the Internet, employees are assumed to be representatives of the District while they are using the Internet. Therefore, each employee who uses the Internet is responsible for protecting and enhancing the District’s public image, and must use the Internet in a productive manner. As representatives of the District, employees are responsible for using the Internet in an effective, ethical, and lawful manner.
3. Unacceptable Use of the Internet. Employees shall not use District computers to access the Internet for personal entertainment or for the purpose of soliciting non-District business. Any unlawful or inappropriate use of the Internet is prohibited. While it is not possible to provide a complete list, the unlawful or inappropriate uses of the Internet include but are not limited to the following purposes:
- Harassment and discrimination
 - Offensive and defamatory conduct
 - Viewing or downloading sexual or sexually-suggestive material

- Gambling
 - Infringement of trademark, copyrights or licensing stipulations
 - Unauthorized access to others' software or data (i.e. hacking)
 - Expression of personal opinions or views which may be construed as being those of the District
 - Solicitation of personal business
 - All of the limitations noted in the preceding section relating to the use of the District network and email system.
 - Personal Financial Gain
4. Software. To prevent computer viruses from being transmitted through the computer systems, downloading or installation of any software (i.e. computer programs) shall be coordinated with and approved by the District in advance. All software introduced to individual employee workstation computers and/or those linked to the network must be installed and used in accordance with the copyright provisions of the software owner. Employees obtaining access to copyrighted software and material must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except where expressly allowed by the copyright law or with written permission from the copyright owner. Users must not knowingly disable auto patching services configured on District's computers.
5. Security. All messages created, sent, or retrieved over the Internet or District network and Email system are the property of the District and may be considered public records. Transmittal or exchange of personal and confidential information should not be conducted using District computers. Deletion of personal email or Internet files from work station computers does not delete those files from backup files which are routinely stored. Communications including text and images may be reviewed by the District management and may be disclosed to law enforcement authorities, litigants or other third parties without prior consent of the sender or receiver. Employees should also understand that personal passwords are not an assurance of confidentiality.
- (a) Protection from data loss. Individuals with responsibility for district data and mission-critical operations must ensure that appropriate backups of software and data are maintained. Departmental administrators are responsible for assuring that staff members are trained to back up to the District network server.
- (b) Use of Central District Storage. WBSD provides resources to electronically store and maintain District data. Storage of personal information not related to District business must be limited to incidental and minimal use, and must not interfere in any way with the storage and maintenance of District data. Employees should consult with their manager to determine if they are using District storage resources appropriately.
- (c) Protection against degradation of operation. Users should avoid unnecessary printing, storage of unnecessary files, or unnecessary execution

of programs that degrade system performance. Employee should consult with their administrator to determine appropriate definitions for unnecessary printing, storage, or program execution.

(d) **Unauthorized Browsing.** Because confidential, critical, or important district data or information, intellectual property, or research information may be located in a user's account or computer (workstation, laptop, etc.), browsing, alteration or access of email messages or stored files in another user's account or on another user's computer or removable storage device (disks, USB drives, etc.) is prohibited, even when such files are not password protected, unless specifically authorized by the user. This prohibition does not affect authorized access by a network administrator, computer support technician, or departmental manager where such access is within the scope of that individual's job duties.

6. **Responsibility of Account Owners.** The owner of an account on multi-user systems, a computer assigned to multiple users, or an ID on a network, is responsible for all activity performed under the account or ID. Each person must use his/her own account (user ID) and not use, or alter an entry so as to appear to use, any other account (user ID). The password to an account must be kept confidential, must not be released to any other party or included in any documentation and must not be included in any unprotected communication software automatic login script. In the few instances where special circumstances or system requirements mandate that multiple users access the same account, extreme care must be used to protect the security of the account and its access password.
7. **Violations.** All employees who use District computers and information systems resources are responsible for complying with this policy. Violation of this policy may result in disciplinary action, up to and including termination of employment.

C.2: Discipline

Employees may be subject to discipline, up to and including termination, for offenses including, but not limited to, the following:

1. Unsatisfactory work performance
2. Habitual/excessive absence or tardiness
3. Abuse of sick leave
4. Being purposely wasteful of material, property, or working time
5. Misconduct on the job or misconduct off the job which adversely affects the District
6. Insubordination, including refusal to perform reasonable work assignments
7. Failure to abide by rules, including safety rules, of the District
8. Failure to abide by this Personnel Policy
9. Falsification or forgery of employment application or other District records, books, or documents

10. Violation of the District's policy against discrimination and harassment, provided in sections **A.1**
11. Theft, fraud, or other dishonest conduct
12. Violation of the District's policy on timecards, provided in Section **B.12 (D)**
13. Violation of the District's policy on alcohol and drug abuse, provided in Section **C.4**
14. Violation of the District's policy on smoking, provided in Section **C.3**
15. Violation of the District's policy on solicitation or acceptance of gratuities, provided in Section **C.7**
16. Violation of the District's policy on outside employment, provided in Section **C.6**
17. Failure to report immediately to a supervisor any accidents or injuries on the job
18. Absence from work without permission from the employee's supervisor
19. Misusing, damaging, or destroying any property of the District or of any employee
20. Removing any District property or property of other employees from the District's premises without proper authorization
21. Disclosing, or otherwise misusing, the District's confidential information
22. Accepting personal remuneration from customers, agencies, or member of the public for matters involving the District
23. Driving without a license when one is required per employee job description
24. Knowingly obtaining unauthorized salary increases, or unapproved salary or overtime payments
25. Violation of State or Federal rules or regulations
26. Violation of internal accounting controls, rules or regulations
27. Improper use of building keys and access codes, including:
 - i. Divulging access codes to anyone or loan or duplicate a key to District buildings.
 - ii. Allow anyone to use their individual computer password either by telling them the password or permitting use of the computer while logged on with that password.
 - iii. Establish password-protected programs, documents or files on District computers without the approval of the District Board.

The above list is merely a guide to be used by employees to determine the types of conduct that are prohibited. It is not meant to be an exhaustive list, nor is it meant to affect or alter the existence of the District's at-will employment policy. In other words, by listing the types of conduct that will result in discipline, including possible termination, it is not to be implied that the grounds for termination are limited to those grounds specified herein, and it is not to be implied that termination must be for "cause".

C.3: Smoking

The District recognizes the health risks of smoking and, in particular, the hazards posed to employees by second-hand smoke. Smoking is prohibited inside or near entrances

to District buildings, within District vehicles, and where prohibited by local or state ordinance.

C.4: Alcohol and Drug Abuse

Drug and alcohol use is highly detrimental to the work place and to the efficiency and productivity the District requires. The use of drugs or alcohol, or being under their influence, jeopardizes the welfare and safety of our employees and the public.

Employee compliance with the following provisions of the District's workplace drug and alcohol policy is a condition of employment. In addition, employees in positions classified as "safety-sensitive" in accordance with Department of Transportation regulations shall be subject to the District's Substance Abuse Policy.

1. The manufacture, possession, distribution, or purchase of an illegal drug or alcohol, or being under the influence of an illegal drug or alcohol, while on duty, by any employee while in a District facility, while performing District business, or while operating a vehicle owned or leased by the District, is strictly prohibited.
2. Using or being under the influence of any legally obtained drug while performing District business or while in a District facility or vehicle is prohibited to the extent that such use or influence affects job safety or efficiency.
3. "Under the influence" is defined as a detectable amount of any illegal drug or controlled substance in an employee's body system, or illegal amount of drugs or alcohol present in any employee, as determined by applicable law.
4. Employees who are under the influence of any medication, prescribed or otherwise, which may affect their work performance, are required to advise their supervisor of the potential effects of the medication.
5. Violation of this policy will result in disciplinary action, up to, and including termination.

C.4 (A): Alcohol and Drug Testing

In accordance with Department of Transportation Regulations, all employees in designated "safety-sensitive" positions are subject to drug and alcohol testing in accordance with the District's Substance Abuse Policy.

C.5: Disciplinary Action Procedures

C.5 (A): Pre-Implementation Procedure

Before implementing a suspension, demotion, or discharge with respect to unrepresented regular full-time and part-time employees, the General Manager shall provide to such employees:

1. Written notice of the decision;

2. The effective date of the decision;
3. An opportunity to respond orally or in writing within five business days after receipt of the written communication from the District to implement the personnel action. It is the responsibility of the employee to request a meeting with the General Manager or to provide a written response to the General Manager within the five day period.

Represented employees shall be subject to disciplinary action in accordance with the applicable MOU between the District and the affected bargaining unit.

C.5 (B): Hearing Procedure – Disciplinary Action Appeals

Employees may appeal disciplinary action as follows:

1. Employees who have completed their probationary period and are faced with disciplinary action which affect an employee financially such as unpaid suspension, involuntary demotion, or employment termination shall be provided with a notice of the proposed action before the termination or other discipline becomes effective. The notice will inform the employee of his or her right to an informal hearing before the Board, either orally or in writing, before the discipline becomes effective. The District may place an employee on paid administrative leave pending the hearing if the District determines that such leave is necessary to protect the District or public safety. If the employee requests a hearing, the Board shall conduct a hearing to determine whether there are reasonable grounds to believe the charges are true and whether the charges support the proposed action. The decision of the Board is final.
2. Judicial review of any decision of the District is governed by California Code of Civil Procedure Section 1094.06. Pursuant to Section 1094.06 (b), a petition for Writ of Mandate seeking such review must be filed not later than the 90th day after the decision becomes final.

C.5 (C): Hearing Procedure – Appeal of Determination Related to Discrimination/Harassment Investigation

Any employee, regardless of tenure, who has filed a complaint of discrimination or harassment, and who is dissatisfied with the initial conclusion of the investigation and resulting determination may appeal the determination the full District Board. The full Board has the discretion to review the appeal, conduct a hearing, and take such action, as it deems appropriate. The decision of the Board is final.

C.6: Outside Employment

No District employee will be permitted to accept employment in addition to or outside of District service if:

1. The additional or outside employment leads to a conflict, potential conflict or the appearance of a conflict of interest for said employee; or,
2. The nature of the additional or outside employment is such that it will interfere with the employee's ability to safely and competently perform job functions; or,
3. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.

An employee who does have additional or outside employment will not be permitted to use District records, materials, equipment, facilities, or other District resources in connection with said outside employment.

An employee has an obligation to notify the General Manager in writing regarding acceptance of outside employment within two business days.

Employees will not attempt to solicit outside employment relating to District activities from District constituents.

C.7: Gratuities / Acceptance of Gifts

In accordance with California Government Code Section 1090, employees are prohibited from offering or accepting bribes, kickbacks, or other forms of improper payment from anyone. Employees are prohibited from accepting gifts, gratuity, paid trips, or favors of more than nominal value from any customer, vendor, supplier, or other person doing business with the District because doing so may give the appearance of influencing business decisions, transactions, or service. Gratuities that are received despite employee's best efforts to refuse the gifts shall be reported to the General Manager for return to the donor or other actions consistent with this policy, including reporting the gift on a Form 700 as required by the Fair Political Practices Commission. Employees who violate the District policy are subject to disciplinary action, up to and including termination. Employees shall have the right to receive notice and appeal disciplinary action under WBSD Personnel Policies Section C.5 – Disciplinary Action Procedures.

C.8: Dress Code

Purpose:

The purpose of this policy is to set professional guidelines regarding dress and appearance on the job and to provide clarity and ensure fair treatment. District business requires District employees to treat rate payers and customers with respect and to promote and enhance a professional image. Our goal in dealing with business professionals, homeowners, and other government agencies is to at all times conduct ourselves in a professional manner and maintain their respect.

Section 1. **General Rule.** Employees' personal appearance and hygiene are important to Employees, the District, and the public. Employees are expected to maintain appropriate professional personal appearance and be clean and well-groomed. Employees should always dress in a manner befitting the job, with due consideration to the business needs of the District, other Employees, the public, and safety. All manners of dress must comply with all other safety requirements.

Section 2. **Clothing Requirements.** An Employee's clothing should always be in keeping with customary, professionally acceptable attire for the workplace/office and meeting with customers, clients, and the public. Hard Hats worn in the field must be issued by the District and meet safety requirements. Soft hats in the field must not interfere with safety requirements and must either be issued by the District or, if a personal hat, must display no logo, graphics, or message. Hats worn in the office must comply with professional business standards. Personnel working in the field must wear appropriate safety clothing and apparel provided by the District when on duty. Clothing that is not allowed to be worn by Employees while working includes, but is not limited to, the following:

- tattered jeans or shorts;
- shirts or other articles of clothing with language or graphics that are vulgar, sexually explicit, or may otherwise be offensive;
- attire that is revealing or provocative;
- flip-flops or any type of loose footwear;
- sweat suits;
- see-through blouses or shirts;
- sports bras, halter tops, or similar attire;
- tank tops;
- clothing that allows bare midriffs;

Section 3. **Jewelry/Tattoos/Piercings.** Jewelry must be kept to a minimum. Tattoos and body piercings must not be visible in the office or business workplace. For field personnel interacting with the public or business professionals, tattoos must be hidden from view to the maximum extent practicable. If field conditions necessitate removal of clothing for reasonable comfort and safety, exposure of tattoos can be allowed during these events. However; tattoos with language or graphics that are vulgar, sexually explicit, or may otherwise be offensive shall not be exposed. Ear piercing consistent with professional and business workplace is allowed. Ear lobe plugs, gauges, and tunnels are not allowed during business hours.

Section 4. **Hair Style.** Hair style must be professional for an office environment and/or safe work place.

Section 5. **Accommodation.** In the event that the above policy causes religious concerns or concerns based upon any other legally protected class, please contact Human Resources to discuss potential appropriate accommodation.

C.9: Conflict of Interest

The District expects employees to conduct business according to the highest ethical standards of conduct. Unauthorized business dealings that appear to create a conflict between the interests of the District and an employee are unacceptable. The District recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose in writing any possible conflicts so that the District may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the District's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones that most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, they should immediately contact Human Resources or the General Manager to obtain advice on the issue. The purpose of this policy is to protect employees and the District from any conflict of interest that might arise.

Incompatible Activities

Public officials and employees should not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to their duties as District employees or with the duties, functions or responsibilities of their appointing power.

SECTION D: Benefits

D.1: General Information

The District provides a number of insurance, vacation, sick, and holiday leave programs to encourage a healthy work environment and protect its employees, both current and retired.

All employees are encouraged to avail themselves of the vacation and holiday leave provided by the District in the year in which the leave is accrued, except during the probationary period.

D.2: Accrued Leave Defined

For the purposes of this section, accrued leave is defined as Vacation, Holiday, and Sick leave. Neither Administrative Leave nor “Banked” Compensatory Time is accrued leave. While every effort will be made to accommodate an employee’s leave request, the District reserves the right to deny any leave request.

D.3: Eligibility For Benefits

An employee’s eligibility for the various insurance programs offered by the District is dependent upon the employee’s employment status. Generally, all full-time, regular employees of the District are eligible for the various programs described in this section. Part-time employees may accrue sick leave based on the hours worked but do not accrue vacation or receive paid holidays. Part-time employees will not be eligible for retirement benefits, health insurance, dental insurance, life insurance and accidental death and dismemberment insurance, unless otherwise required by these plans. Full-time Temporary employees are eligible for sick time, as prescribed in the MOU or state law.

D.4: Vacation

D.4 (A): General Provisions

1. All regular full-time and part-time employees are on an initial employment period during the first year (12 months) in any position, or as otherwise specified in the MOU between the District and the affected bargaining unit.
2. During the first six months of the initial employment period, full-time employees will accrue paid vacation and sick leave benefits but are prohibited from using this paid vacation time until six months of the initial employment period is completed. Employees do not accrue vacation leave while on short-term or long-term disability leave, unless otherwise required by law.
3. Employees will not accrue more than two times the number of annual vacation hours specified in Section D.4 (B) unless approved in advance by the General Manager. Any approved exception shall have a one year limit. No employee shall receive an exception to the vacation accrual more than once in a three year period. For unrepresented employees, excess accrued vacation shall be paid to the employee monthly in lieu of accrual.
4. An employee whose employment with the District terminates will be paid for any accrued vacation time at their final rate of pay.
5. Part-time employees do not accrue vacation leave.

D.4 (B): Rates of Accrual

Full-time District employees accrue paid vacation leave at the following rates:

VACATION HOURS Accrued per Year	YEARS OF EMPLOYMENT	
	Non-Exempt Employees	Exempt Employees
80	1st through 5th	
120	6th through 10th	1st through 5th
160	11th through 25th	6th through 15th
240	26th and above	16th and above

For example: If an employee's fifth year starts on January 10, 2017 the next accrual tier will begin on January 10, 2018, which is the start of the 6th year.

D.5: Paid Holidays

D.5 (A): General Provisions

1. Full-time employees receive eight (8) hours off with pay for each of the holidays listed in **D.5 (B)** below. Part-time employees do not receive paid holidays.
2. If a holiday falls on a Saturday, the preceding Friday generally will be observed as the holiday. If a holiday falls on a Sunday, the following Monday generally will be observed as a holiday.
3. If an employee is on an authorized paid leave on the date when a holiday is observed, the holiday will be paid as holiday leave and not charged against the employee's authorized paid leave.
4. Non-exempt employees who work on any of the holidays listed in **D.5 (B)** below other than Thanksgiving Day, Christmas Day, or New Year's Day will be paid their regular eight hour holiday pay, plus, one and one-half times their regular hourly rate for each hour worked. Employees assigned to work a holiday are not eligible for Call-Back pay until the regular eight-hour shift (8:00 a.m. to 4:30 p.m.) has been completed.
5. Non-exempt employees who work on Christmas Day, Thanksgiving Day, or New Year's Day will be paid their regular eight hour holiday pay, plus, two times their regular hourly rate for each hour worked. Employees assigned to work a holiday are not eligible for Call-Back pay until the regular eight-hour shift (8:00 a.m. to 4:30 p.m.) has been completed.

D.5 (B): Holidays

The following days will be recognized as paid holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veteran's Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Day

D.6: Floating Holidays

1. Full-time employees receive five (5) days or 40 hours designated as floating holidays on January 1st.
2. Part-time employees do not receive floating holidays.
3. Employees may accrue up to a maximum of ten days or 80 hours accrued floating holidays. Each January 1st, employees who have accrued more than the maximum shall be paid the number of excess days/hours at their current hourly rate.

Employees must receive prior approval from their supervisor before using floating holidays. Floating holidays will be scheduled in accordance with the District's work needs.

D.7: Educational Assistance

Regular full-time employees of the District are encouraged to pursue educational opportunities which are related to their present work, or which will prepare them for potential advancement opportunities within the District.

The District has the sole discretion in determining whether to reimburse employees for courses. The General Manager may elect to reimburse courses of study based on the following guidelines:

1. Qualified classroom education and non-classroom education (e.g., e-learning, distance learning) are reimbursable under this policy.
2. To be eligible for reimbursement of course costs, the employee must receive advance written approval for the class(s) from the General Manager. Requests for reimbursement must be submitted in writing.

3. A class may be eligible for reimbursement pursuant to this policy if the General Manager determines that the class is, related to the employee's present work assignment or that it will prepare them for future foreseeable opportunities within the District. The General Manager will determine that the class provider is an accredited or otherwise qualified provider of the educational training classes. Such classes may be taken individually and need not be directed toward a degree or certificate.
4. The District may reimburse up to the entire costs of tuition and required class materials if the employee received a grade of A or B for the class(s). Reimbursement eligibility for classes which do not grant traditional letter grades are subject to General Manager review and approval.
5. The District may reimburse for up to one-half (1/2) of the cost of tuition and required class materials if the employee received a grade of C, or pass for the class(s).
6. No reimbursement to employees who fail or receive a grade below C for the class(s).
7. The total amount of reimbursement, which will be paid to an employee, is limited to \$3,000.00 in any calendar year with General Manager pre-approval and may be subject to reduction or withdrawal at any time based on District budgetary requirements.

FLSA Exempt Employees (Management) and Non-represented staff may be eligible to exceed the \$3,000.00 limit in any calendar year if enrolled in a program of post-secondary education courses which is designed to result in obtaining an advanced degree in a work related field such as; public administration, business administration, engineering, etc., and have entered into a "Student Loan Agreement" with the District approved by the General Manager and District Board. The intent of this section is to support the District's Succession Plan.

8. Upon completion of the class(s), the employee is responsible for sending copies of the grade slip(s) and expense receipt(s) to the General Manager.
9. The employee will be notified of final approval, or the reasons for disapproval, of their request for reimbursement.

D.8: Medical, Dental, Long Term Disability, Life and Accidental Death and Dismemberment Insurance

The District provides a variety of insurance plans, which are briefly described below, to eligible employees.

D.8 (A): Medical, Dental and Vision

The District pays the minimum coverage required by law toward active employees' medical insurance coverage, as adjusted from time to time. In addition, the District will offer an IRC Section 125 Cafeteria Plan to its eligible employees to assist in the costs of medical, dental, and vision monthly premiums based on the level of the employee's medical plan enrollment.

<u>Enrollment Level</u>	<u>Effective 1/1/19</u>
Not enrolled	\$200
Employee Only	\$1100
Two Party	\$2200
Three or more	\$2600

The contribution amounts effective January 1, 2019 will be increased by seven percent (7.0%) on January 1 of each year until 2024, per the MOU.

Flexible Spending Account plan: Since January 1, 2013 the District also offers a separate Flexible Spending Account plan, to permit members to use pre-tax dollars to pay for qualified dependent care expenses and qualified uninsured medical expenses. Limits for each type of account will be subject to applicable state and federal law.

Medical insurance coverage and plans are provided to eligible employees through the Public Employees' Retirement System ("PERS"). Medical premiums are subject to change each calendar year on January 1st and remain in effect for 1 calendar year.

Dental and Vision coverage is also provided to eligible employees. Information regarding dental and vision coverage may be obtained from Human Resources.

All monies used for actual insurance premiums shall be pre-tax dollars. If an employee does not use the entire allotment, the employee will receive the unused portion as additional pay subject to taxes and reporting on the employee's W-2 forms. If an employee's premiums for medical, dental, and vision insurance coverage exceeds their monthly amount of the Cafeteria Plan, the overage will be withheld from the employee's paycheck.

Eligibility for medical, dental, and vision coverage begins for all eligible employees on the first of the month following date of hire. If the date of hire falls on the first of the month, dental, and vision coverage is effective on the date of hire.

D.8 (B): Long Term Care

Long term (nursing home and assisted living) care plans are not currently available through CalPERS. However, should CalPERS allow enrollment in the future, eligible employees may enroll with premiums paid through payroll deductions to CalPERS.

D.8 (C): Long Term Disability Insurance

Long-term disability insurance is available to eligible employees. Long-term disability benefits become effective on the ninety-first day of disability. The monthly benefit is an amount equal to 66-2/3% of base monthly salary not to exceed a maximum monthly benefit of \$8,000 for employees, \$11,000 for managers, subject to the terms, conditions and limitations of such particular program or insurance policy.

Long-term disability may be coordinated with any other disability benefits received by the employee. The maximum monthly benefit shall not exceed the amount the employee was earning when the disability started. The District pays the premium for the employee.

D.8 (D): Short Term Disability Insurance

Short-term disability insurance is available to eligible employees. The District funds the program. An employee who is unable to work due to injury or illness for more than thirty days is eligible to receive full base salary from the thirty-first day of disability to the ninetieth day of disability.

D.8 (E): Life and Accidental Death and Dismemberment Insurance

The District pays for premiums on life and accidental death and dismemberment policies. Full-time employees are eligible for this coverage on the first of the month following date of hire. Coverage equals 1.5 times the employee's annual base salary, subject to a maximum of \$300,000, subject to the terms, conditions and limitations of such particular program or insurance policy.

The tables below summarize benefits schedules detailed in this policy;

Disability Leave Benefit Schedule

Leave Period	Leave Type	Who pays	Amount of Employee Benefit
1-30 days	Sick leave, Vacation, Floating Holiday	Employee paid leave bank	100% pay
31-90 days	STD	District paid	100% pay
91+ days	LTD	District paid	66.67% pay

Disability Leave—Other Benefit Continuation

Period	Health	Life	Dental	Vision	Paid time Accrual (sick leave, vacation, holidays)
1-30 days	Continued; usual cost split (Employer-employee)	Continued; District paid	Continued; usual cost split	Continued; usual cost split	Accruals continue
31-90 days	Continued; usual cost split	Continued; District paid	Continued; usual cost split	Continued; usual cost split	No accruals
91+ days	Employee paid after 2 nd month after 91 st day	Continued; premium waived	Employee paid	Employee paid	No accruals

D.9: PERS Retirement Plan

The District is a participant in the California Public Employee Retirement System (CalPERS), which is the nation's largest public pension program, serving California public agencies.. CalPERS is the District's primary retirement program and is governed by California Public Employees' Retirement Law (PERL) and the California Public Employees' Pension Reform Act (PEPRA), which took effect in January 2013.

D.9 (A) Pension Formula

1. For employees hired before July 1, 2012, the District will continue to contract with CalPERS to provide such employees with benefits under the "2.5% at age 55" pension formula (Classic Tier I). The District may continue to apply the 2.5% at age 55 pension formula to employees hired on or after July 1, 2012 but before December 6, 2012. An employees hired on or after December 6, 2012 shall be classified as a "new employee" with the District.

For employees hired after December 6, 2012 and with a prior membership in CalPERS before January 1, 2013 and a break in service of less than six (6) months (Classic member), the employee will be in the District Tier II plan, subject to a pension formula of "2% at age 60".

Any new employee, who does not qualify as a CalPERS Classic member, joining CalPERS for the first time after January 1, 2013 or with a break in service of over six (6) months, will be in the District PEPRA plan, in which case the pension formula of "2% at age 62" applies.

2. For purposes of the pension formulas under paragraph 1 above, final compensation will be determined as provided under Government Code §20037 (The retirement formula is based on an average of the final 3 years of employment compensation or any consecutive 36 months during the member's employment that the base pay, including other CalPERS reportable compensation, is the highest average; and is subject to the terms, conditions, and limitations of the CalPERS program.).
3. Effective January 1, 2013 the District implemented PEPRA, prescribing the pension benefits of certain employees. Employees subject to the PEPRA are not covered by the terms of subsection D.9 (A) 1 above. The PEPRA will continue to apply to District employees to the extent and in the manner required by law.
4. The application of the pension formula is subject to the rules and laws governing CalPERS retirement benefits, which may be subject to change.

D.9 (B): Pension Contributions

1. Employees covered under the Classic Tier I plan will pay the eight percent (8%) employee contribution required by the PERS pension plan. Employees covered under the Classic Tier II plan will pay the seven percent (7%) employee contribution. Employees subject to PEPRA will pay half of normal cost as provided by PEPRA. PEPRA required contributions are currently 6.75% and subject to change. These contributions are in addition to those contributions required of employees as provided by paragraph 2 immediately below. CalPERS is an Internal Revenue Code Section 414(d) plan, permitting employee contributions to be made on a tax deferred basis.
2. District employees shall pay a percentage of the CalPERS employer contribution as follows: Effective July 1, 2019, 0.25%; effective July 1, 2020, 0.5%; effective July 1, 2021, 0.75%; effective July 1, 2022, 1.00%; and effective July 1, 2023 1.25%. Employee contributions will be paid either by payroll deduction or, if such deduction is prohibited by law, by a reasonably determined equivalent cost offset against the wage schedule. The District shall contribute the balance of any required additional CalPERS employer contribution.

The District does not participate in the Federal Social Security system, for full-time employees participating in the CalPERS pension plan. Part-time employees are subject to Social Security, unless otherwise eligible under CalPERS. All employees hired after January 1, 1987 are required to participate in the Medicare insurance system. The District makes a deduction from each employee's pay check for the Medicare contribution.

D.10: PERS Survivor Benefit Plan

The District contracts with CalPERS to provide Survivor Benefits to dependents of employees who die before retirement. The benefit is provided at no cost to the employee. The survivor benefit provides a monthly taxable allowance which is payable in addition to any other pre-retirement death benefit paid by CalPERS.

The number of survivors determines the monthly allowance. Additional information on this benefit may be obtained from the District Administration Offices.

D.11: Employee Assistance Program

The Employee Assistance Program (EAP) is a benefit provided at the District's expense to all employees of the District. The program is designed to provide assessment, referral and counseling in a confidential and professional environment.

Use of the program is limited to three appointments during the period January 1 through June 30 and three appointments during the period July 1 through December 31 in each calendar year.

An Employee Assistance Counselor may recommend referral to other health care providers and will discuss with each employee the coverage for such services afforded under the employee's individual health care plan. The employee is solely responsible for any costs incurred as the result of such referrals and should consult with their health care provider to determine the coverage available to themselves or family members.

All services provided by the Employee Assistance Program are strictly confidential and will not be disclosed to the District. Subject to the appointment limitations stated above, the EAP is available to both the employee and their eligible dependents (spouse/ registered domestic partner or dependent children.)

D.11 (A): District Referral

The General Manager may, at his sole discretion, refer an employee to the Employee Assistance Program. The employee shall be encouraged to sign a release to notify the District that the appointment was made and kept. No other information shall be disclosed to the District without the employees' written consent.

D.12: Deferred Compensation

Employees may participate in any deferred compensation plan offered by the District. Employees may designate the amount of pre-tax dollars to be deducted from their paychecks. The IRS establishes the maximum contribution and the amount is subject to a possible increase each year.

The District will provide matching contributions for unrepresented employees, at a one (1) to 0.75 ratio to a maximum of 3% of salary. (Example If an employee contributes 4% of their salary to a 457 Deferred Compensation plan the District will contribute 3% of salary equivalent to the employee's 457 Deferred Compensation plan. The General Manager may have a different contribution ratio based on their contract.

D.13: Leaves of Absence

D.13 (A): Absence Request

Employees must request time off using the AoD portal any of the following types of absences:

- a. Vacation Leave
- b. Floating Holiday Leave
- c. Compensatory Time Leave
- d. Sick Leave
- e. Medical Leave
- f. Pregnancy Leave
- g. Jury/Witness Leave
- h. Bereavement Leave
- i. Leave Without Pay
- j. Military Leave

Scheduling of leave-vacation, floating holiday or compensatory time leave- may be done up to one year in advance. After a scheduled leave is approved, the District will make every effort to honor that request. However, should the needs of the District later require the services of the employee during the period of approved leave, the District may need to cancel or reschedule all, or a portion, of the previously approved leave. Medical and pregnancy leave requests are governed under sections D.13 (B) (2) and D.13 (B) (1) below.

Employees are to submit a leave request through the ADP portal. In the case of sick leave, the employee must indicate if the absence is for a doctor's appointment, dentist appointment, or an illness; and whether it is for the employee, or an immediate family member. Absence Requests are to be submitted to the employee's supervisor at least one week before the requested leave, except in cases of emergency or other unanticipated absences. In these instances, the request must be submitted at the earliest possible opportunity. Absence Requests for sick leave due to illness are to be submitted to the employee's supervisor during the first workday upon returning to work.

D.13 (B): Leaves of Absence

D.13 (B)(1): Sick Leave

1. Sick leave may be used only in the event of an illness, dentist or doctor appointment, or non-industrial injury of the employee, or of the employee's family member (child, parent, spouse or registered domestic partner, grandparent, grandchild, or sibling.) Up to one-half of the employee's annual sick leave accrual may be used to care for a sick or injured family member, or for a dentist or doctor appointments of the family member (per Healthy Workplaces/Healthy Families Act of 2014 – Paid Sick Leave).
2. As a condition of approval of sick leave for any employee, the District may require verification of the reason for which the sick leave is requested. After an employee has used sick leave, the District may request verification of the reason for the taken sick leave. Use or attempted use of sick leave when an employee is not entitled to use sick leave will result in disciplinary action up to and including discharge.
3. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor prior to the beginning of the employee's work day whenever possible and in no case later than one (1) hour after the time established as the beginning of the employee's work day, unless the employer determines that the employee's duties require more restrictive reporting. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay and may lead to disciplinary action.
4. An employee may use their accrued vacation or floating holiday leave for sick leave when their sick leave is depleted.
5. If the employee is absent on sick leave for more than one (1) day, the employee will keep the immediate supervisor informed as to the date the employee expects to return to work.

D.13 (B)(1)(i): Accrual

Full-time employees will accrue sick leave at the rate of one day (8 hours) per elapsed month of service. Employees do not accrue sick leave when they are on short-term or long-term disability leave. Employees hired before July 1, 2012 may accumulate unused sick leave without limit. Employees hired on or after July 1, 2012 may accumulate up to four hundred eighty (480) hours. If such employee's accumulated sick leave balance reaches that amount, they will no longer accrue sick leave until their balance falls below four hundred eighty (480) hours.

Effective July 1, 2012 accumulated unused sick leave is not compensable upon termination and ceases to exist at that time.

Temporary, Part-Time, or seasonal employees who work more than thirty (30) days in a year, will accrue sick leave at the rate of one hour (1 hour) per thirty (30) hours worked beginning the first date of employment. A Temporary, Part-Time, or seasonal employee's use of sick leave will be limited to 24 hours or three days during a calendar year (per Healthy Workplaces/Healthy Families Act of 2014 – Paid Sick Leave). Temporary, Part-Time, or seasonal employees will be limited to total accrued paid sick leave of no more than 48 hours or six days.

Pursuant to California Government Code Section 20965, the District will report to CalPERS the balance of any remaining accrued but unused sick leave for an employee whose effective date of retirement is within four months of separation from employment with the District for purposes of calculating the employee's years of service credit.

D.13 (B)(2): Medical Leave

Any regular or part time employee who, for medical reason, is temporarily unable to work may request in writing a medical leave of absence. The General Manager will evaluate the request based on the circumstances involved, the anticipated duration of the leave, and the needs of the District. Such period will not exceed six (6) months.

A medical leave of absence is unpaid except that an employee who is granted a medical leave of absence must utilize any accrued sick leave and thereafter, accrued vacation or holiday leave, during the period of their sick leave. The employee also may be eligible for the District's short-term and long-term disability plans, as well as any disability retirement benefits under CalPERS. Any portion of a leave that occurs after all sick, holiday, vacation, short term and long term disability benefits have been exhausted will be without pay.

Health insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued during the period of short term disability until the last day of the second month, following the 91st day of disability. The cost of coverage normally borne by the employee will remain the sole responsibility of the employee. The employee should make arrangements with the office to pay for the costs of such coverage before the leave begins.

Life, Accidental Death, and Dismemberment Insurance for which the employee is otherwise eligible, will be continued during the period of disability up to a maximum of Ninety [90] days. The carrier waives premiums for these benefits when the employee's disability exceeds 90 days.

Dental and vision insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued during the period of disability until the last day of the month in which the 91st day of disability occurs.

Sick, holiday, and vacation leave will not accrue while an employee is on a disability leave in excess of thirty (30) days.

An employee who requires a leave of absence for medical reasons must make a request to the General Manager in writing explaining the need for such a leave. The employee must provide at least 30 days advance notice before the date the leave will begin if the need for the leave is foreseeable. If the employee learns of the need for a leave less than 30 days before the date the leave must begin, the employee must provide as much advance notice as practicable. The notice must specify that a need for a medical leave exists, the date such leave will begin, and the expected duration of the disability. The notice must be accompanied by a medical certification from a health care provider that verifies the existence of the medical condition, the anticipated duration of the leave, and the dates the leave is expected to begin and end. An employee who requests such a leave may be required to provide additional medical certification from time to time thereafter in order to provide updated information regarding the employee's condition. Before returning to work from a medical leave of absence, an employee must provide a written verification from the employee's health care provider that indicates that he/she is fit to return to work and articulates specific restrictions regarding employee physical capabilities.

An employee who returns to work within twelve (12) months of commencement of the leave of absence with a release to full duties will be returned to their former position, if available, provided that a written medical statement verifying ability to perform the physical requirements of the job is presented. If such position is not available, the employee will be offered an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Such an employee will be credited with all service on paid leave status prior to the commencement of their disability, but not for the leave without pay.

Requests for extensions of a leave of absence will be considered if they are received by the General Manager in writing before the expiration of the approved leave, are supported by proof of continued medical need as supported by a certification by a health care provider, and request extensions that do not cause the total period of absence to exceed six months. An employee who fails to report for work immediately following the expiration of an approved extended leave may be deemed to have voluntarily resigned.

D.13 (B)(3): Modified Duty Policy

A. Purpose.

The purpose of the District's Modified Duty Policy is to encourage and motivate employees to return to work as quickly as possible while recuperating from either work-related and non-work related illnesses or injuries. Coordination between medical personnel and the District can often lead to modified duty which, if properly evaluated and monitored, may speed the employee's recovery while

minimizing disruptions to the District's operations/administration that may otherwise occur when employees are absent due to injuries or illness.

B. Procedure.

1. The District will require that the injured employee's physician complete a "Modified Duty Status" form upon the initial doctor's visit and upon each subsequent follow-up visit. This form will provide the District with a guide to determine whether a modified duty assignment is appropriate.
2. It will be the responsibility of the employee to secure the completed "Modified Duty Status" form and to keep their supervisor informed as to the time and date of their next scheduled doctor's visit.
3. The District will endeavor to accommodate employees and provide work that will fit within the constraints specified by the physician. If a limitation or constraint is unclear or ambiguous, the District will err on the side of employee health and safety regarding assignment of specific duties. Employees will not work overtime while on Modified Duty.
4. Employees on modified duty status must keep all scheduled medical appointments, and must be re-evaluated as to their modified duty status at least once per month.
5. Participation in the modified duty program is conditional upon the employee's continued medical progress toward recovery and return to regular duties. In the event the employee reaches a stationary condition a medical determination will be made as to whether the employee can return to their former position or whether alternative employment opportunities may be considered. As the modified duty program is intended as an interim measure, there will be a review of progress toward return to regular duties no later than six months after the employee enters the program.
6. If, at the 6 month review a determination is made that permanent accommodation will be required, the District will engage in an iterative process with the employee regarding the feasibility of reasonable permanent accommodations. The District will make the final decision as to what, if any, reasonable accommodation will be provided.

D.13 (B)(4): Family Care and Medical Leave

D.13 (B)(4)(i) Family Medical Leave Act and California Family Rights Act

The Family Medical Leave Act (FMLA) is a federal law that provides eligible employees with unpaid protected leave for specific, qualifying family and medical reasons. The California Family Rights Act (CFRA) is a state law that provides eligible employees with unpaid protected leave for specific, qualifying family and medical reasons. Eligible full-time employees may take up to 12 workweeks (480 hours) of leave in a 12-month period. Part-time employees may take leave on a proportional basis. The District will provide an eligible employee with job and benefit protected leave time for qualifying reasons, as required by these laws. Eligible employees receive 12 workweeks (or 26 workweeks in some cases) in a 12-month period, they do not need to take leave in one continuous period of time; leave may be used continuously, intermittently, or on a reduced work schedule.

ELIGIBILITY:

To be eligible for FMLA/CFRA leave, an employee must be either a full-time or part-time employee and have 12 months or more of service with the District and have worked at least 1,250 hours in the 12-month period before the first day of leave.

An employee is eligible to take FMLA in the event of:

- The employee's own serious health condition;
- the birth of a child or the placement of a child with the employee and/or employee's registered domestic partner for adoption or foster care; leave must be taken within one year of the event; when both parents are employed by the same employer, they are limited to a combined 12 weeks of bonding leave
- The need to care for an immediate family member (spouse, parent, registered domestic partner, child or registered domestic partner's child of any age, sibling, grandparent or grandchild) with a serious health condition as certified by a health care provider.
- A "qualifying exigency" arising from the employee's spouse, son, daughter or parent who is on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces
- To care for a service member when the employee is the spouse, son, daughter, parent or next of kin of a covered service member.

If the employee qualifies, the employee is entitled to up to a total of 26 workweeks for military caregiver leave.

An employee is eligible for CFRA leave in the event of:

- The employee's own serious health condition (with the exception of pregnancy, which is covered under Pregnancy Disability Leave and does not run concurrently with CFRA)

- Bonding time after the birth of a child or the placement of a child with the employee and/or employee's registered domestic partner for adoption or foster care; leave must be completed within one year of the event; when both parents are employed by the same employer, they each are eligible for 12 weeks of bonding leave.
- The need to care for an immediate family member (spouse, parent, registered domestic partner, child or registered domestic partner's child of any age, sibling, grandparent, grandchild, or "designated person"), with a serious health condition as certified by a health care provider.
- "Designated Person" is any individual related by blood or whose association with the employee is the equivalent of family relationship. The employee must identify the "designated person" at the time the employee requests the leave. Employees are limited to one designated person per 12-month period.
- A "qualifying exigency" arising from the employee's spouse, qualified domestic partner, son, daughter, parent, or designated person who is on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces
- The need to care for a spouse or parent with a serious health condition as certified by a health care provider.
- The need to care for a registered domestic partner.

When the reason for the leave is covered by both FMLA and CFRA, the leave will run concurrently. When the reason for the leave is not covered by both laws, only one will be used and eligibility for the other leave remains. For example, an employee can take 12 weeks of leave to care for a sibling under CFRA and then another 12 weeks to cover a spouse's illness or their own illness under the FMLA for a total of 24 weeks of protected leave.

DEFINITIONS:

"Serious health condition" means illness, injury (including on-the-job injuries), impairment, or physical or mental condition of the employee or other individual with a qualifying relationship to a child, parent spouse or registered domestic partner of the employee that involves either:

- In-patient care (i.e., an overnight stay) in a hospital, hospice, or residential health care facility; or
- Continuing treatment or supervision by a health care provider

"Health Care Provider":

- An individual licensed as a physician or surgeon, including an osteopathic physician or surgeon, who directly treats or supervises the treatment of the Serious Health Condition; or Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services under the FMLA.

“Child”:

- A biological, adopted, or foster child, a stepchild, or a legal ward or child of an employee standing in “loco parentis” (“loco parentis” means in place of a parent; instead of a parent; charged with a parent’s rights, duties, and responsibilities although there may not be a biological or legal relationship). A child must be either under 18 years of age or an adult dependent child for FMLA, but under CFRA, the definition of a “child” does not require that the child be under 18 or an adult dependent of the employee..

“Parent”:

- A biological, foster or adoptive parent, a step-parent, or a legal guardian or other person who stood in loco parentis to the employee when the employee was a child. Parent does not include a parent-in-law.

“Qualifying Exigency”:

- Family preparations resulting from a short-notice of deployment, attending military events and related activities, child care and school activities affected by the deployment, activities related to care of the military member’s parent, financial and legal arrangements affected by the deployment, counseling related to the deployment, time with service member during rest and recuperation leave, certain post-deployment activities, and additional activities related to the active duty or call to active duty agreed to by the employee and employer.

CERTIFICATION

An employee must provide 30 days advance notice to his or her manager of the need to take Family Medical Leave, FMLA, or CFRA leave when the need for leave is foreseeable. When 30 days’ notice is not possible, the employee must provide notice to their manager as soon as practicable but no later than 15 days after the commencement of the leave.

The employee must provide a medical certification or military orders for all FMLA or CFRA requests. The District is not permitted to request a diagnosis. The certification must be issued by a Health Care Provider and shall include:

1. The date on which the Serious Health Condition commenced;
2. The probable duration of the condition;
3. The appropriate medical information within the knowledge of the health care provider regarding the condition, including that the employee is unable to perform the functions of their position or the employee is required to care for their spouse or family member.

PAID OR UNPAID LEAVE

FMLA and CFRA are unpaid leaves. Employees may choose to use any earned or accrued benefit time in accordance with District guidelines.

- For the employee's own serious health condition, the employee may elect, or the District may require the employee to use any accrued vacation time or other accumulated paid leave, including any accrued sick leave. Additionally, the employee may elect to use accrued sick leave for any other reason mutually agreed to by the District.
- If the leave is to care for a qualifying family member, the District requires the employee to use any accrued vacation time or other accumulated paid leave. Employees are entitled to use up to half of their annual accrual of sick leave to care for a qualifying family member. Example: employees who accrue the full 96 hours in a year can use 48 hours for the care of a qualifying family member. This time can be used continuously or intermittently.

BENEFIT CONTINUATION

During the period of FMLA/CFRA leave, the employee is entitled to accrual of seniority and to participate in employee benefit plans, including life, short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to any other leave.

During FMLA or CFRA leave, the District will maintain and provide the employer portion (e.g., Cafeteria Plan amount) towards the group health insurance coverage as enrolled for an employee as if they were working. Employees who are "not enrolled" in health insurance coverage through the District will receive the current amount as listed in the table under Section D.8 (A): Medical, Dental and Vision.

REINSTATEMENT

Employees on FMLA have the right to reinstatement to the same or comparable position upon return. There is a limited exception under FMLA for "key employees" that allows an employer to deny reinstatement to an employee who is among the highest paid 10% of the District's employees. This denial is necessary to prevent substantial and grievous economic injury to the operations of the District. The District is required to notify the employee of the intent to deny reinstatement. However, CFRA leave does not have this "key employee" exception and the District is required to reinstate all employees after CFRA leave unless the position would have otherwise been eliminated independent of the CFRA leave (e.g., layoff, reduction in hours, or disciplinary action unrelated to CFRA leave), or where the employee fraudulently took CFRA leave when they did not otherwise qualify for the leave.

D.13 (B)(5): Workers' Compensation Leave

D.13 (B)(5)(i): Eligibility

An employee who in the performance of their District job duties incurs a job related injury or illness that qualifies the employee for Workers' Compensation temporary disability benefits (i.e. a "compensable claim"), will be placed on Workers' Compensation leave. FMLA and CFRA entitlements will run simultaneously with such leave. An employee who is injured or suffers an illness on the job must report the injury or illness immediately to their supervisor. If another employee learns of the injury or illness and that the injured or ill employee is unable to report the condition, the other employee shall immediately report the illness or injury to their supervisor.

D.13 (B)(5)(ii): Certification

The method and requirements for verification of the basis for the Workers' Compensation leave shall be as allowed or required pursuant to the State of California's Workers' Compensation laws. Medical certification that the employee is released and able to return to work and perform the essential tasks of their regular position without limitation or with limitations that the District can reasonably accommodate pursuant to the District's Modified Duty Policy (D.13(B)(3)) is required before the employee will be permitted to return.

D.13 (B)(5)(iii): Duration

The employee will be retained on work-related medical leave status until one of the following circumstances occurs:

1. The employee is released to work with no restrictions;
2. The employee is released to work with some restrictions, and work is offered by the District, which is consistent with those restrictions;
3. Medical evidence establishes that the employee is permanently unable to return to usual duties; or
4. The employee informs the District of the intent not to return to work (either by directly communicating this intent to the District or by actions inconsistent with intent to return, such as moving out of the area or accepting other employment).

An employee returning to work must provide the District with reasonable advance notice of release to return. The employee must also provide a health care provider's statement indicating fitness to perform the former duties. An employee returning to work will be returned to the former position, if available. If such position is not available, the employee will be offered another position for which the employee is qualified, if one is available.

D.13 (B)(5)(iv): Benefits

Employees sustaining a job-related injury or illness may be entitled to a combination of benefits from any accumulated paid leave, the District's workers' compensation carrier, and the District's short-term and long-term disability plans. These benefits, if any, will be paid in accordance with the provisions of the benefit's respective plans. In no event will the benefits received by the employee exceed their regular rate of pay as of the date of the job-related injury or illness.

Benefits such as vacation and sick leave will not accrue while on a workers' compensation leave. Medical insurance premiums while on leave will be treated in the same manner as with other medical leaves of absence.

D.13 (B)(5)(v): Use of Accrued Leave

Vacation, holiday, and sick leave benefits, which the employee uses during the leave, will be coordinated with workers' compensation benefits; such that the total amount received by the employee will not exceed their regular wages.

D.13 (B)(6): Bereavement Leave

The District offers five (5) days of leave for the death of an employee's immediate family member (child, step-child, grandchild, parent, parent in-law, grandparent, sibling, spouse, or domestic partner). This leave does not need to be taken consecutively, but it must be used within three (3) months of the date of death. The District may require documentation of the death of a family member within 30 days of the first day of leave. Three (3) days of leave will be paid, and the remaining two (2) days are either unpaid or the employee may utilize any available annual or sick leave to cover the absence.

D.13 (B)(7): Jury and Witness Duty

An employee summoned for jury or witness duty must immediately notify the General Manager, and provide a copy of the documentation verifying the duty. While serving on a jury or as a witness, the employee will be given a paid leave of absence for the duration of the duty. The District will continue paying for benefits and vacation and sick leave will continue to accrue. The employee must return to work each day upon dismissal from duty to complete their remaining normal workday, if feasible.

D.13 (B)(8): Military Leave

The rights of an employee who is a member of the U.S. Armed Forces called to perform required military duty, including but not limited to compensation, benefits, seniority, and rights of return, shall be governed by applicable state and federal law. The District will pay the employee's salary for up to 30 days while on Military Leave.

D.13(C): Miscellaneous Leaves

Employees may occasionally need time off to address certain matters that are regulated by law. The District will comply with its legal obligations to provide employees time off, where necessary, to perform military duty or fulfill other commitments. Time off that is provided under this policy will ordinarily be unpaid except where the law requires that the time be paid.

D.13(D): Pandemic Related Policies

In the interest of protecting the health and safety of the District’s employees, the District will comply with applicable Center for Disease Control (CDC), CalOSHA, California Department of Public Health (CDPH), and other local, state, and federal regulatory agency protocols, recommendations and/or requirements, and the District will take every precaution to reduce the risk of exposure to a virus, such as COVID-19. Guidelines, protocols and policies change rapidly as new information emerges on how to stop the spread of this virus, and other potential new health and safety risks.

The District shall thus adhere to its Pandemic Prevention Program, which contains the most up-to-date information and policies, including protocols such as face covering, social distancing, hygiene, testing requirements.

If an employee is required to stay home for a Pandemic related illness and/or exposure, and the employee is unable to perform their work at home, the employee may be granted paid administrative leave, at the discretion of the General Manager, for up to 10 days and 1 occurrence of possible exposure. The above leave may apply until the pandemic ceases to exist.

Employees may be eligible for additional paid or unpaid sick leave, or other benefits as consistent with applicable state or federal law.

The District reserves its rights to implement and modify workplace protocols consistent with state and/or federal law in the interest of the health, safety and welfare of its employees and on the operational needs of the District.



SECTION E: Amendments

These Personnel Policies may be amended at any time by the District Board, with or without advance notice to employees, unless subject to any obligation to meet and confer with any recognized bargaining unit. Employees will be provided a copy of any amendments.

For employees whose terms and conditions of employment are covered by a Memorandum of Understanding, these Personnel Policies are not intended to supersede or override any provision set forth by the Memorandum of Understanding. In the event of any conflict or inconsistency between the provisions of this Personnel Policy and the provisions of an applicable Memorandum of Understanding, the Memorandum of Understanding shall apply and in accordance with applicable law.