

PERSONNEL MANUAL



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Revised: November 13, 2019

1630 W. Redlands Blvd., Suite A; Redlands, CA 92373
Phone: 909-793-2503; Fax: 909-793-0188
www.sbvwd.org; info@sbvwd.org

TABLE OF CONTENTS

Section 1. GENERAL PROVISIONS	3
ADOPTION.....	3
AMENDMENT	3
STATUTORY PROVISIONS.....	3
EQUAL EMPLOYMENT OPPORTUNITY	3
SELECTION OF EMPLOYEES.....	3
HARASSMENT	4
OUTSIDE EMPLOYMENT	5
EDUCATIONAL ASSISTANCE	6
EMPLOYEE SAFETY.....	6
WORKPLACE VIOLENCE	7
SMOKING POLICY.....	7
DRUG AND ALCOHOL FREE WORKPLACE	7
USE OF TELEPHONES	7
USE OF COMPUTER, INTERNET AND E-MAIL	8
USE OF EQUIPMENT AND VEHICLES	9
RETURN OF PROPERTY	9
Section 2. SALARY ADMINISTRATION	10
GENERAL PROVISIONS.....	10
Section 3. CLASSIFIED SERVICE	12
GENERAL PROVISIONS.....	12
Section 4. RECRUITING AND ORIENTATION.....	14
GENERAL PROVISIONS	14
Filling Vacancies.....	14
Outside Recruitment.....	14
Orientation.....	14
Section 5. SEPARATION AND LAYOFF.....	15
GENERAL PROVISIONS.....	15
Separation Categories.....	15
Procedures for Layoff.....	16
Recall.....	16
Section 6. ABSENCE	17
GENERAL PROVISIONS.....	17
Vacation.....	17
Sick Leave	19
Holidays.....	23
Leave Without Pay	24
Authorized Leave	24
Retirement	25
DOCUMENTATION.....	25

Section 7. INSURANCE	26
GENERAL PROVISIONS	26
Section 8. EXPENSE REIMBURSEMENT	28
GENERAL PROVISIONS	28
DOCUMENTATION APPROVAL	28
Section 9. WORK STANDARDS.....	30
GENERAL PROVISIONS	30
HOURS OF WORK	30
ATTENDANCE	31
Section 10. PERSONNEL RECORDS	32
GENERAL PROVISIONS	32
Inquiries	32
Inspection	32
Retention	33
Section 11. DISCIPLINARY ACTIONS AND APPEAL PROCEDURE.....	34
GENERAL PROVISIONS	34
CAUSE FOR SUSPENSION, DEMOTION, REDUCTION IN SALARY, DISMISSAL	34

Section 1. GENERAL PROVISIONS

All employees are employed at the will of the appointing authority and may be terminated at any time with or without cause or right of appeal. The at-will relationship permits the San Bernardino Valley Water Conservation District (“District”) to change the terms and conditions of employment with or without notice, with or without cause, including, but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties and location of work. The provisions of this Employee Handbook do not constitute a contract of employment, express or implied, or any rights in the nature of a contract. Accordingly, there is no agreement, express or implied, that employment will continue for a set period of time, or that any person’s employment will be terminated only under particular circumstances. While supervisors have certain hiring authority, no supervisor has any authority to alter the at-will status relationship. Only the General Manager, with the permission of the Board of Directors, may amend the policy in a written statement.

I. ADOPTION

In order to provide and maintain a system of official rules concerning pay and personnel administration for its employees, the Board of Directors of the District has adopted the following rules. Procedures for Board of Directors are detailed in the Board Policy Manual.

II. AMENDMENT

The Board of Directors reserves the right to change or modify the terms and conditions herein at its discretion and without prior notice. However, all employees shall be provided with written notice of any change to the Employee Handbook prior to the effective date of the change.

III. STATUTORY PROVISIONS

The Board of Directors is the governing body of the District and shall exercise all of its powers as provided for in Section 74000 et seq. of the California Water Code.

IV. EQUAL EMPLOYMENT OPPORTUNITY

Non-Discrimination – The District maintains a policy of non-discrimination with respect to all employees and applicants for employment. All aspects of employment will be governed on the basis of merit, competence, and qualifications and will not be influenced in any manner by ancestry, race, color, religion, sex, age, national origin, physical or mental disability, veteran status, marital status, sexual orientation, political opinion, or political affiliation. The District will provide reasonable accommodations to all employees to ensure a safe and adequate work environment.

V. SELECTION OF EMPLOYEES

All persons employed by the District shall be qualified to perform the duties of the position for which they are employed. All employees will be required to perform all the essential functions of the position for which they are hired, without accommodation or with reasonable accommodation, and without posing a direct threat to the health or safety of the employee or others. Evidence of use of marijuana, narcotic drugs, or controlled substances, or untreated alcohol addiction shall be

grounds for denial of employment. To the extent the employee's job duties include operation of a motor vehicle, prior to employment, the employee shall provide evidence of a valid California driver's license, and provide such information regarding his or her driving record as may be required to maintain the District's insurability with its applicable insurance carriers.

VI. HARASSMENT

A. It is the policy of the District to provide a neutral work environment free from harassment. Therefore, the District will not tolerate any verbal or physical conduct by any employee who harasses, disrupts, or interferes with another's work performance or who creates an intimidating, offensive, or hostile environment. All employees are to be treated with respect, courtesy and tact. Abusing the dignity of anyone due to their ancestry, race, color, age, national origin, sex, religion, marital status, sexual orientation, veteran status, physical or mental disability, political opinion, or political affiliation is prohibited and may be cause for disciplinary action.

1. Inappropriate behavior includes, but is not limited to, the following:
 - a. Unsolicited and unwelcome flirtations, advances or propositions;
 - b. Unnecessary, unwanted physical contact such as touching, hugging, patting, pinching, or kissing;
 - c. Graphic or degrading comments about an employee's appearance, dress, or anatomy;
 - d. Ill-received jokes and offensive gestures;
 - e. Sexual or intrusive questions about an employee's personal life;
 - f. The display of sexually suggestive objects, pictures, or magazines;
 - g. Explicit descriptions of the harasser's own sexual experiences;
 - h. Abuses of familiarities or diminutive;
 - i. Verbal abuse with sexual connotations such as whistling or catcalls;
 - j. Physical and verbal abuse of any kind.
2. Any employee who perceives comments, gestures, or actions of another person to be sexually or otherwise harassing should communicate to that person that such behavior is unwelcome. However, failure to express unwelcomeness does not prevent the employee from filing a complaint, nor does it in any way exonerate the alleged harasser.
3. Any person who is found to condone, participate, or initiate such harassment will be disciplined, in the form of a warning (verbal and/or written), demotion, suspension or

termination.

4. No employee will be disciplined or otherwise retaliated against for reporting harassment or initiating a harassment complaint.
5. If the inappropriate behavior is by a non-employee, the employee should contact the General Manager immediately, who will take action to remedy the situation.

B. Complaint Procedure

1. If a harassment complaint occurs, it shall be reported in writing to the General Manager, or the Board of Directors if the complaint is against the General Manager. However, if the complaint is oral or the charge is witnessed, an investigation must take place upon receipt of the complaint. The General Manager or President of the Board of Directors, as appropriate, shall take prompt action to conduct a confidential investigation to determine whether harassment has taken place and/or is presently taking place.
2. A written record of the steps taken by the General Manager or President of the Board of Directors will be kept on file for review by labor counsel or outside investigator, as appropriate. The General Manager or President of the Board will consult District Counsel on steps for investigation.
3. A labor counsel or outside investigator, as appropriate, shall, within a reasonable amount of time, determine whether the conduct of the person against whom a complaint has been made constitutes harassment. The determination will be made by looking at the record as a whole and at the totality of the circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred, and the conduct of the person complaining of harassment. The determination of whether harassment occurred will be made on a case-by-case basis.
4. If it is determined that the complaint is founded, immediate and appropriate disciplinary action will be taken against the employee guilty of harassment to effectively stop such behavior where it exists. The disciplinary action, up to and including termination, will be consistent with the nature and severity of the offense and in consultation with District Counsel.

VII. OUTSIDE EMPLOYMENT

- A. Employees may be allowed to work in off-duty jobs if such secondary employment meets the following requirements:
 1. Such outside employment does not conflict with the interests of the District, nor carry over into the employee's regular duties.
 2. Such outside employment does not adversely affect the employee's ability to perform their District duties.

3. Should an employee violate any of these requirements, said violation may be cause for disciplinary actions up to and including termination.

VIII. EDUCATIONAL ASSISTANCE

The District encourages employees to continue their education, as related to their employment. In order to do so, the following procedure will be observed:

1. Prior to enrollment, a memo requesting reimbursement upon satisfactory completion of the course shall be sent to the General Manager for approval.
2. Upon successful completion of the course(s) with a minimum final grade of “C” or equivalent, the employee shall submit a memo requesting reimbursement by attaching proof of the successful completion of the course and all receipts. The District shall then reimburse the employee for tuition, registration, parking fees and textbooks.
3. Reimbursement of educational expenses is limited to \$2,500 per calendar year for full-time and three-quarter time employees. Temporary and part-time employees are not eligible for educational assistance. Rather than revise the limit on a regular basis, if the General Manager Determines that costs above the annual limit are appropriate for reimbursement, Board approval of the exception should be requested.
4. The employee should consult with a tax advisor to determine if tuition reimbursement qualifies as taxable income.
5. Funds may be advanced at the discretion of the General Manager when deemed appropriate. If the course is not successfully completed the employee will be responsible for retaking the course at their own expense and will not be given any further funding until successful completion. If not completed in 12 months the employee will be required to repay the District the funding provided on their behalf and at the discretion of the General Manager elect to have this cost deducted from paychecks for up to 6 months. Prior to advancement of funds employee and employer will enter into loan agreement outlining the terms of advancement of funds.

IX. EMPLOYEE SAFETY

Performing your job in the safest manner possible is a condition of employment at the District. Your Supervisor will instruct you in safety procedures and will evaluate your safety performance. Each employee shall comply with all applicable safety laws, policies and regulations. All employees shall follow safety practices, use personal protective equipment as required, render every possible aid to safe operations, and report to the proper authority all unsafe conditions or practices.

If you have any questions about the safety of a job you are doing, bring it to the attention of your Supervisor immediately. On-the-job injuries are a very serious matter, and you are required to immediately report any injury to your Supervisor, regardless of how minor you think it may be.

X. WORKPLACE VIOLENCE

The District does not tolerate any act or behavior which can be perceived as threatening, hostile and/or violent. No employee shall make any threat, either physical or verbal, against a co-worker, Supervisor, member of the Board of Directors, or member of the public. No Employee, other than those required by their position, shall bring a weapon of any type to a District facility, including parking lots and public streets outside or immediately adjacent to a District building, or place a weapon in a District vehicle or equipment.

All employees are required to report immediately to their Supervisor any threats or incidents of violence. Supervisors are required to investigate incidents of violence or threats of violence to maintain safety.

XI. SMOKING POLICY

In keeping with the District's intent to provide a safe and healthful work environment, smoking in the workplace, including District vehicles, is prohibited.

XII. DRUG AND ALCOHOL FREE WORKPLACE

It is the intent of the District to maintain and enforce a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. The District has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency and service to the public. Employees who are under the influence of a drug or alcohol on the job compromise the District's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, delays in the completion of jobs, and disruption of service to the public.

While on paid duty time or on District property, including in District vehicles or while operating District equipment, employees shall not be under the influence of, consume, or possess alcoholic beverages or be under the influence of, consume or possess illegal or non-prescription controlled substances. Employees shall not work or be at work while under the influence of any prescription medication, which could affect job performance without written authorization from a qualified physician and the employee's Supervisor.

XIV. USE OF TELEPHONES

Employees may be required to reimburse the District for any charges resulting from their personal use of the telephone.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

Personal calls and/or texting during working hours (not including breaks or lunch) should be

infrequent and must not interfere with work activities. Employees are reminded that cell phone usage without using hands-free mode or texting while driving are prohibited by state law.

The District by policy does not provide employee cell phones. If a District cell phone is provided, it should be used for District business, and personal calls are to be limited and should occur rarely. The District reserves the right to access, view and copy any employee's District-owned cell phone data, correspondence, log files, etc. created or stored on District-owned cell phones if necessary for business purposes. No user of a District-owned cell phone should have any expectation of privacy nor assume that such use will be anonymous. Use of a personal phone for business purposes may result in the contents of a personal cell phone being discoverable in a legal matter. It is essential that proper etiquette and language be used at all times related to District business, whether by text, email or phone.

XV. USE OF COMPUTER, INTERNET AND E-MAIL

The District computer equipment shall be utilized for District business purposes only. The Internet and e-mail facilities provided by the District are considered District property. Access to the internet services and use of e-mail imposes certain responsibilities and obligations. Access to the internet is subject to required compliance with all District policies and any applicable laws and regulations.

The following policies shall apply to all use of the Internet and e-mail by District employees.

- A. Access to the internet through District facilities is provided for District business purposes. Personal browsing of the internet is prohibited during work hours. Personal use of e-mail should be limited. In addition, use of District facilities in furtherance of personal, political, and religious causes is not permitted.
- B. Any e-mail or other electronic communication sent or received via the internet, must be appropriate for the work place. Remember that e-mail is a relatively permanent form of communication and may be subject to discovery in litigation on the same basis as correspondence or internal memos. Do not transmit anything in an e-mail message that you would not be comfortable writing in a letter or memorandum. Deletion of an e-mail does not eliminate backup copies of the message that are automatically stored electronically.
- C. Employees are expected to act in a responsible and professional manner when they use the internet and e-mail facilities. Actions that may cause interference with the internet or disruption of work activities are prohibited.
- D. The District reserves the right to access or monitor (with or without notice) any use of the internet and other District facilities, any transmission made via the internet, e-mail, telephone, and any electronically stored information. The reasons are in the District's discretion, but may include retrieving business information, investigating or resolving communication problems, preventing system misuse, ensuring compliance with legal and regulatory requests, and enforcing District policy.
- E. The use of e-mail or any electronic communication method in any way that is infringing,

insulting, disruptive, or offensive or harmful to morale is prohibited. Sexually explicit messages, ethnic or racial slurs, and any other messages that could be construed to be harassment or disparagement of others based on their ancestry, sex, race, sexual orientation, marital status, age, national origin, religious or political beliefs, medical conditions, and other offensive or unlawful remarks, jokes, slurs, and obscenities are prohibited.

- F. Use of the internet to view, access, upload, download, store, transmit, create, or otherwise manipulate pornographic or other sexually explicit materials, or to engage in or facilitate gambling or acts in violation of any law is prohibited.

Failure to adhere to the foregoing policies may result in disciplinary action, including termination of employment.

XVI. USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using District property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Please notify the Supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment. Employees may be allowed to commute with District vehicles under certain circumstances, with the explicit permission of the General Manager. This policy is further expanded on in great detail under Policy 004: Employee Use of District Vehicles.

XVII. RETURN OF PROPERTY

All District property must be returned by employees on or before their last day of work. Where permitted by applicable laws, The District may withhold from the employee's paycheck the cost of any items that are not returned when required. The District may also take all action deemed appropriate to recover or protect its property.

Section 2. SALARY ADMINISTRATION

I. GENERAL PROVISIONS

The following practices apply to specific elements of the District's salary plan and its administration:

A. Pay Rate

All employees will be compensated at a rate deemed appropriate by the General Manager in relation to the range of pay established by the Board of Directors for the position. The pay rate will be commensurate with the employee's performance.

B. Pay Periods

All employees are paid on a bi-weekly basis for time worked in the previous pay period. A Pay Period consists of time worked beginning at 12:01 a.m. on Saturday and ending at 12:00 midnight on the following Friday. Employees are paid every other Wednesday by 12:00 noon.

C. Salary Review

1. The General Manager will review all salary ranges annually and make recommendations to the Board. If changes are appropriate, such changes will become effective at the beginning of the following Fiscal Year, if not in the current year salary budget.
2. The General Manager shall review all salaries for cost of living and other changes (generally prior to adoption of the budget for the next Fiscal Year), to be effective at the beginning of the Fiscal Year; however, individual salaries may be reviewed more often, as needed.

The General Manager may authorize the adjustment of the salary rate of an employee to recognize excellence, maintain salary equity related to performance and position, to ameliorate undue hardship or unfairness due to the application of any rule or policy, to correct inappropriate salary inequity, or reduce a salary based upon unsatisfactory work performance. However, without Board approval, salary adjustments must remain within the established range of pay for the position.

D. Work Performance Evaluations

The goal of the work performance evaluation process recognize job performance related to their responsibilities and annual or long term performance goals. This allows measurement of the efficiency and effectiveness of District operations and provides employees with meaningful feedback about their performance. Effective performance appraisals and performance planning provides a basis for making personnel decisions related to such areas as merit pay increases,

promotion, job assignments, training, retention, and long range career planning. The performance planning process is intended to be participatory and result in better understanding and alignment on job performance among the supervisor and employee.

The process is designed to be as objective as possible, focusing on overall performance in relation to job responsibilities, performance goals, and also takes into account conduct, behavior, attendance and tardiness. In addition, special written performance appraisals may be conducted by the employee's manager at any time to inform the employee of the existence of performance or disciplinary problems. The use of such a system does not waive either the District or the employee's right to terminate employment at any time with or without cause.

1. A work performance evaluation shall be completed by the employee and supervisor no less than one (1) time per fiscal year, and all such reviews shall be reviewed and approved by the General Manager and Supervisor along with the annual salary review.
2. If an employee is evaluated as "Satisfactory" or better, the employee may be granted a meritorious increase in salary, effective the beginning of the fiscal year or next full pay period consistent with the approved existing salary budget for the Fiscal Year.
3. If an employee receives an overall "unsatisfactory" evaluation, the General Manager shall determine if a salary adjustment or other action is warranted.
4. If an employee receives an overall "unsatisfactory" evaluation, the supervisor shall perform another evaluation after six months or less. If after re-evaluation a "satisfactory" or better rating is given, the General Manager shall determine if any salary adjustment will be granted.
5. If an employee believes the evaluation is inaccurate, they may provide summary and evidence as rebuttal to the evaluation, which will also be placed in the personnel file.

Section 3. CLASSIFIED SERVICE

I. GENERAL PROVISIONS

A. The standards of the Federal Fair Labor Standards Act will be used to determine exempt and non-exempt status.

B. Classification of Positions

Each position shall have a job description which outlines the required duties, education and experience. Job descriptions may be amended or revised by the General Manager and approved by the Board of Directors.

C. Employee Categories

1. Full-time employees are those who have satisfactorily completed the introductory period; full-time employees receive full benefits.
2. Part-time employees are those whose regularly scheduled hours of work are less than 1,000 hours per fiscal year; part-time employees are not eligible for health/dental, holiday benefits, or educational assistance. They are eligible for sick hours at a rate of 24 hours per calendar year. Any employee working over 1000 hours in a fiscal year requires mandatory enrollment into CalPERS.
3. Three-quarter time employees are those who work over 1560 hours and under 2080 hours per fiscal year. These employees are eligible for health/dental, holiday benefits, educational assistance and retirement. They are eligible for sick hours at a rate of 24 hours per calendar year.
4. Temporary employees are those hired on an “as needed” basis; temporary employees are not eligible for any employee benefits. They may be hired directly or through a temporary agency or service.

D. New Employees, Introductory Period

1. Newly hired full-time and part-time employees are required to work thirteen (13) full pay periods (equivalent to six months) in an introductory status. This introductory period will be used by the District to observe and evaluate the employee’s suitability. Also, this time will be used by the employee to evaluate the new position to determine if he or she wishes to remain an employee.
2. The introductory period may be extended in writing by the General Manager for any period up to ninety (90) calendar days for further evaluation.
3. All performance evaluations shall be completed by the supervisor and reviewed by the General Manager prior to the completion of the introductory period, but may be completed more often if deemed necessary by the General Manager.

4. During the introductory period, employees may be discharged by the General Manager at any time without cause and without the right to appeal.

E. Promoted Employees - Introductory Period

1. An employee who is promoted or changes positions shall work a six (6) month introductory period in the new position. The introductory period may be extended in writing by the General Manager for any period up to ninety (90) calendar days for further evaluation.
2. A performance evaluation shall be completed by the supervisor and reviewed by the General Manager prior to the completion of the sixth (6th) month of service.
3. Any promoted employee who does not successfully complete the introductory period may, at the discretion of the General Manager, be reinstated to the position held prior to the promotion, provided that position has not been filled by a full-time employee.

Section 4. RECRUITING AND ORIENTATION

I. GENERAL PROVISIONS

A. Filling Vacancies

1. Job vacancies may be filled from within the District.
2. Temporary appointments may be made at any time to provide District services.
3. Job vacancies may be filled through use of recruiter or staffing agency.
4. All applicants shall be furnished a job description, including rate of pay and any other pertinent information.

B. Outside Recruitment

1. Positions not filled from within will be made public by the preparation of a written job announcement, which will provide the job title and range of pay for the position, the nature of the job duties, the education and experience required, and where and how to apply. This announcement will be placed on the District website and may be placed on the internet or in a newspaper of local circulation.
2. Applicants will be required to complete and submit an application letter and resume.

C. Orientation

1. New employees will be provided with an orientation regarding the purposes and services of the District. At this orientation, every new employee will be supplied with a copy of the District's Employee Handbook and will acknowledge receipt of the handbook.
2. New employees shall be furnished a written statement of appointment/offer letter, including effective date of employment, salary and any other pertinent information.

Section 5. SEPARATION AND LAYOFF

I. GENERAL PROVISIONS

A. Separation Categories

When an employee is separated for any reason, the employee should meet with the Administrative Services Specialist or General Manager for an exit interview, where employee benefits to which the employee may remain eligible will be discussed, including, but not limited to, vested rights under the retirement plan, accrued sick leave, and accrued vacation.

The employee shall, at that time return all property which has been issued to them by the District.

1. Resignation

A voluntary resignation occurs when an employee provides the District with a signed and dated letter of resignation at least two (2) weeks prior to the designated date of resignation.

2. Retirement

An employee who retires is no longer an employee of the District. That employee may be eligible for the provisions and benefits of the District's retirement plan, administered by the California Public Employees Retirement System (CalPERS). The employee should meet with the General Manager for an exit interview, where employee benefits to which the employee may remain eligible will be discussed, including, but not limited to, vested rights under the retirement plan, accrued sick leave, and accrued vacation. The employee will, at that time, return all property which had been issued to them by the District.

If a full-time employee has attained the age of sixty (60) and has been continuously employed by the District for a minimum of five (5) years upon retirement, the District may continue to pay the entire premium for existing medical insurance coverage at time of retirement for both the retiree and their spouse, until the younger of the retiree or spouse reach the age of Medicare eligibility. Employees in the Management/Exempt Class who were hired prior to July 1, 2011, shall receive the benefit above but most only have attained the age of fifty-seven (57) and five (5) years service. At the time a retiree or spouse reaches Medicare eligibility age, if enrolled in the District's plan, enrollment in Medicare Parts A and B is required in order to remain eligible for District Coverage. Should the retiree predecease the spouse coverage shall be maintained until the spouse reaches the age of Medicare eligibility but not more than 6 years.

3. Discharge

An employee who is involuntarily terminated is considered discharged from District employment.

4. Layoff

An employee may be separated from employment because of reorganization, a shift in District priorities, or a financial or other condition requiring a reduction in force.

5. Abandonment of Job

An employee may be subject to disciplinary action that could result in separation if they are away from the job for more than one week without notice to the General Manager.

B. Procedures for Layoff

1. When a layoff is necessary, many factors will be considered. The date of hire will generally govern among similar positions. The District may at its discretion, retain an employee with a later hire date due to that employee's special training, ability, knowledge, or experience.
2. Affected employees shall be notified in writing of an impending layoff.
3. If the District expects an employee to be recalled within twelve (12) months after a layoff, the employee may elect to either retain accrued vacation and sick leave benefits or receive payment for accrued benefits at time of layoff within the limits of District contracts for benefits and State Labor Laws.

C. Recall

1. Employees who are laid off will remain on a recall list for twelve (12) months and shall be given the first opportunity to fill vacancies in the classification from which they are laid off and/or for which they are qualified.
2. Recalled employees shall not have to serve an introductory period and will have all prior accrued rights, benefits, and entitlements restored providing they meet the current standards for the position they are being recalled to fill. However, an employee who is laid off during an introductory period must still complete the un-expired portion of said period.
3. Recalled employees shall be notified of the recall by certified letter. Employees who do not directly contact the General Manager within ten (10) working days of the mailing date of said letter shall be deemed to have rejected the offer of renewed employment and shall be removed from the recall list.

Section 6. ABSENCE

I. GENERAL PROVISIONS

A. Categories

1. Vacation

a. Eligibility

Every full-time employee of the District shall earn vacation in accordance with the following schedule. Temporary employees are not entitled to any vacation benefits; part-time employees working more than 20 hours a week are eligible for pro-rated vacation benefits, which are figured as a percentage based on a 40-hour work week.

Amount of Vacation Earned		
If District Service is:	Annual Vacation Accrual is:	Accrual for Each Full Pay Period is:
From Date of Hire through 104 pay periods	80 hrs or 10 days per year	3.08 hours
From 105 through 234 pay periods	120 hrs or 15 days per year	4.62 hours
From 235 pay periods	160 hrs or 20 days per year	6.15 hours

b. Accrual

- 1) The General Manager may modify the amount of vacation earned for a new management employee (Land Resources Manager/Assistant General manager, Senior Engineer/Project Manager) during the negotiation process up to one additional week per year.
- 2) Any change in the rate of annual vacation accrual shall take effect on the employment date of hire unless otherwise specified by Board action.
- 3) Annual vacation shall accrue for fractional parts of bi-weekly pay periods falling at the beginning or ending of service.
- 4) Vacation may be used in lieu of sick leave, if the employee desires, upon the approval of the General Manager.

- 5) Annual vacation may be accumulated for use in succeeding years, but the maximum amount of vacation that may be accrued is 240 hours. When an employee has accrued that maximum number of vacation hours, he or she may not accrue further vacation time until his or her accrued vacation time has dropped below the maximum number of hours. Employees shall be notified in payroll information or upon request as to their amount of accrued vacation time.
- 5) Upon request, the General Manager may approve the payout of vacation hours providing the employee has used at least 5 days of vacation in the preceding 12 months.

c. New Employees

During the introductory period, new employees accrue vacation entitlement from their date of hire. However, such employees will not be eligible for vacation until they successfully complete their introductory period, except that the General Manager may permit an introductory employee to take up to five days of paid vacation during the introductory period, subject to the limitation that, if the employee leaves employment prior to the time the employee has accrued the full amount of vacation taken up to the date of separation, any unaccrued vacation time would be offset against salary earned.

d. Scheduling

- 1) The times when vacation may be taken and the amounts granted during any particular period are matters of administrative discretion based on the District's needs.
- 2) Scheduling of annual vacation must be approved in advance by the supervisor, except in cases of an emergency.
- 3) Work requirements and the wellbeing of the employee are the determining factors in approving vacation schedules.
- 4) When an approved holiday falls within a vacation period the employee shall not be charged vacation credit for that time.

e. Upon Retirement

Employees retiring on the California Public Employees Retirement System ("CalPERS") must use either all accrued vacation, up to the maximum allowed prior to retirement, or request a cash lump sum payment. The amount of the lump sum payment is not included in the employee's annual salary by CalPERS.

f. Upon Separation

Employees, upon separation from the District, shall be paid a cash lump sum at

their then current rate of pay for all accrued annual vacation prorated to the last day of employment.

2. Sick Leave

- a. Sick leave is provided by the District and is intended to promote the health and welfare of the individual employee. Sick leave permits the employee to be absent from duty without a loss of pay when they are incapacitated by reason of illness, injury, pregnancy, medical confinement; when a member of the immediate family must be cared for by the employee; or when an employee has been exposed to a contagious disease and their presence on the job might endanger fellow workers.
- b. Eligibility
 - 1) Sick leave is earned by full time employees at the rate of eight (8) hours of paid sick leave per month, which is equivalent to 3.69 hours per biweekly pay period. Temporary and part-time employees earn 24 hours at the beginning of each calendar year; these hours do not carry over.
 - 2) Sick leave benefits shall accrue for fractional parts of bi-weekly pay periods falling at the beginning and ending of service. Newly hired employees shall be eligible for this benefit upon completion of two (2) full pay periods of service. Temporary and part-time employees are eligible to utilize sick leave upon 90 days of employment by District.
 - 3) Sick leave may be used for medical, dental, or optical examinations or treatments.
 - 4) A medical certificate, should be provided by the employee for any absence of sick leave for more than five (5) working days.
 - 5) If after reviewing an employee's record of sick leave usage the District believes sufficient cause exists to suspect abuse of sick leave, a medical certificate may be required for any subsequent use of sick leave, regardless of length. Confirmed abuse or improper use of sick leave may be cause for disciplinary action including termination.
 - 6) In accordance with the provisions of the Family Medical Leave Act, absence from duty not to exceed four (4) months for maternity reasons may be authorized. Maternity leave is chargeable to sick leave, annual vacation and leave without pay as appropriate. To support a request for maternity sick leave, the employee should submit a statement by her physician showing the expected period during which she will be incapacitated for the performance of her duties.

c. Procedure

- 1) When an employee is incapacitated for the performance of their duties for reasons that entitle him or her to use sick leave he or she should notify their supervisor no later than thirty (30) minutes after the beginning of the employee's work day.
- 2) Each employee shall be responsible for informing the District of their health status until he or she returns to work.
- 3) If an employee is on sick leave on the day the District observes a holiday, that day shall not be counted as a day of sick leave.
- 4) Sick leave benefits may only be taken in one-half hour or more increments.
- 5) Sick leave may be accumulated for use in succeeding years for full time employees. The maximum amount of sick leave that may be accrued is 240 hours. If an employee has previously accrued sick leave in excess of 240 hours, he/she will still be entitled to keep all sick leave accrued prior to this policy taking effect.

d. Additional Provisions

When all sick leave is exhausted, an employee may be permitted to use other accrued leave or be authorized a leave of absence without pay upon the approval of the General Manager. Other District employees may voluntarily donate their own sick leave to an employee who has exhausted their sick leave on a dollar salary basis with the approval of the General Manager.

e. Separation

Upon a full time employee's separation (resignation, retirement at normal retirement date, death, or layoff, but not discharge or abandonment of job) unused sick leave shall be paid to the employee, or their designated beneficiaries in the event of death, on the following basis for all full time employees only:

Length of Service as of Date of Separation	Percent (%) of Cash Payment for Sick Leave Hours
From Date of Hire Through 104 pay periods	0%
From 105 through 234 pay periods	30%
From 235 through 364 pay periods	45%

From 365 pay periods	60%
-------------------------	-----

f. Disability Retirement

Disability retirement consists of a monthly retirement allowance paid to the employee for the rest of their life or until they have recovered from their disabling injury or illness. Any employee who has at least five years of CalPERS-credited service is eligible for disability retirement through CalPERS. Employees who receive a disability retirement due to their incapacity to work shall be entitled to a 100 percent (100%) cash payment of any unused sick leave balances, computed at their then current base pay rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances. In the event of death resulting from an occupational injury, cash payment shall be made to the employee's estate, in accordance with the requirements of the District's CalPERS contract.

3. Family Medical Leave Act/California Family Rights Act

a. To the extent not already provided for under current leave policies and provisions, the District will provide family and medical care for eligible employees in compliance with Family Medical Leave Act/California Family Rights Act. The following provisions set forth certain rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California Family Rights Act ("CFRA").

b. Definitions:

- 1) "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- 2) "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.

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

- 3) "Parent" means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
 - 4) "Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage.
- c. Reasons for Leave: A leave may be taken to care for an employee's child after birth or placement for adoption or foster care; to care for an employee's spouse, dependent or disabled child, or a parent who has a serious medical condition; or for a serious health condition that makes the employee unable to perform his/her duties.
 - d. Eligibility for Leave: An employee is eligible for leave if the Employee has been employed for at least 12 months; and has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
 - e. Duration of Leave: Eligible employees are entitled to a total of 12 Workweeks of leave during any 12-month period. If the leave is requested in connection with the birth of a child, an employee may qualify for a pregnancy disability leave permitted by California law of up to four months per pregnancy.
 - f. Employee Notice of Leave: Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need to leave. If leave is foreseeable, at least 30 days notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform his/her Supervisor as soon as possible that such leave will be needed. Such notice may be orally given.
 - g. Reinstatement Upon Return From Leave: Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously working during the FMLA/CFRA period.
 - h. Fitness for Duty Certification: As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform their job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is

able to resume work. Failure to provide such certification will result in denial of reinstatement.

4. **Pregnancy Disability Leave Policy:** An employee who is disabled due to pregnancy, childbirth or a related medical condition is entitled to a leave of absence without pay for up to four (4) months so long as the employee's attending physician certifies that she is physically unable to work due to pregnancy or pregnancy-related conditions. An employee is entitled to use any accrued sick leave or vacation during this period of time. The use of accrued sick leave or vacation shall not extend the length of the leave. An employee may also be eligible for State Disability Insurance for portions of the leave.

A request for pregnancy disability leave of absence should be submitted by the employee as soon as feasible after the employee learns of her pregnancy disability. The employee must provide a written statement from her physician indicating the date the physician believes the leave of absence should commence and the estimated date the employee will return to work. In addition, before returning to work following a pregnancy disability leave of absence, an employee shall submit written verification from her physician that she is able to return to work.

Upon expiration of the approved leave, the employee shall be reinstated to her former position or to a comparable available position if the former position is unavailable due to business necessity. Failure to return to work after the authorized four month leave period causes the employee to have no reinstatement rights. Additionally, an employee who fails to return to work may be required to reimburse the District for the District's contribution for health benefits during the pregnancy disability leave.

5. Holidays

- a. Full-time employees shall be entitled to receive holiday pay at their regular pay rate. Temporary and part-time employees are not entitled to holiday benefits.
- b. The following days are observed as District holidays:

New Year's Day (January 1)
Martin Luther King, Jr. Birthday (Third Monday in January)
Presidents' Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)

Personal Day (Varies)

Each employee shall be entitled to one personal holiday each calendar year, which must be used during the calendar year, or lost. The personal day may be taken on a date the employee chooses, with the prior permission of the General Manager.

- c. When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, then the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, then the following Tuesday will be observed as the fixed holiday. Exception – New Year’s Eve will be observed on December 31 or the last working day of December. A calendar will be prepared indicating holidays for the Calendar year.
- d. When an approved holiday falls within a vacation period, the employee on vacation shall not be charged for that day.
- e. Whenever an exempt employee is required, due to the nature of their position, to work on an approved holiday, the employee shall be given the equivalent time off at a subsequent date to be determined by the General Manager.

6. Leave Without Pay

- a. Leave without pay shall be granted only upon written request of the employee and approval by the General Manager.
 - 1) The increments of sick leave and vacation time shall not accrue when an employee is on leave without pay.
 - 2) Service credit shall not be lost as a result of an approved leave without pay.
- b. During a leave without pay, the employee shall be responsible for paying the entire cost of the employee’s own group medical and dental insurance.
- c. The District may require an employee returning from a leave without pay to have a physical examination to determine his/her fitness to work.

7. Authorized Leave

a. Military Leave

Military leave and regulations for payment pertaining thereto shall be in accordance with the provisions of the Military and Veteran’s Code of the State of California and other applicable laws.

b. Court Leave

- 1) Court leave is granted for the purpose of attending court for jury duty (not to exceed 10 days) or as a witness under a subpoena of a duly constituted court.
- 2) Employees on court leave will be required to produce a certificate from the court which shows the dates of attendance and an itemized account of any compensation received by them.
- 3) Any fees or compensation received by reason of such court attendance in connection with court duty must be delivered to the Administrative Services Specialist or General Manager. The employee shall then receive their regular rate of pay during such time as was required for court attendance.
- 4) The District may ask the employee to request deferment of jury duty for work requirements.

c. Bereavement Leave

Upon the death of any member of an employee's immediate family, the employee shall be allowed bereavement leave with pay as is actually necessary to take care of funeral arrangements or to attend the funeral, but not to exceed three (3) working days with regard to any such death. If an employee must travel beyond 500 miles to arrange for or attend a funeral of a member of their immediate family, it is in the discretion of the General Manager if any additional bereavement leave will be allowed (no more than five (5) working days total). For purposes of this section, "immediate family" means father, father-in-law, mother, mother-in-law, son/daughter-in-law, daughter/son-in-law, brother, sister, wife, husband, child, domestic partner, grandchild, grandparent, legal guardian, or any other family member with whom the employee resides.

8. Retirement

The District has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees. To be eligible for service retirement, the employee must be at least age 50 and have five years of CalPERS-credited service. There is no compulsory retirement age. Employees hired prior to January 2013, currently pay 3% of the 8% of the employee contribution. Percentage is set by Board action. This is deducted from the employees pay bi-weekly. For employees hired after January 2013, they are required to pay the full 6.25% employee contribution as required by CalPERS.

II. DOCUMENTATION

Employees shall indicate all absences on their time sheet.

Section 7. INSURANCE

I. GENERAL PROVISIONS

- A. In order to protect its full-time employees and their families in the event of an accident or illness, the District provides and contributes payments toward (with the exception of State Disability Insurance) to the following insurance plans. The District retains the right to alter the insurance plan and eligibility if it finds, at its discretion, such changes to be in the best interest of the District.
1. Group Health Insurance is provided by the District for all full-time employees and their eligible dependents as provided by the District's general health insurance carrier. Coverage begins on the first of the month following two (2) full months of service with the District unless modified by the General Manager as a part of employment offer. Employer pays 100% of employee's medical benefits and employee currently pays 25% of dependent contribution through bi-weekly payroll deductions. Employees may also choose the option of enrolling in a Account Based Health Plan (ABHP) partnered with a Health Savings Account (HSA) rather than the traditional plans offered by the District. The District will pay the lower premium on the ABHP (aka. Consumer Driven Health Plan) and deposit the funds saved compared to the standard plan into the employees HSA.
 2. Dental Insurance is provided by the District for all full-time employees and their eligible dependents as provided by the District's dental insurance carrier. Coverage begins on the first of the month following two (2) full months of service with the District unless modified by the General Manager as a part of employment offer.
 3. Vision Insurance is provided by the District for all full-time employees and their eligible dependents as provided by the District's vision insurance carrier. Coverage begins on the first of the month following two (2) full months of service with the District unless modified by the General Manager as a part of employment offer.
 4. State Disability Insurance provides benefits to eligible workers suffering a loss of wages when they are unable to perform their usual work because of a non-occupational illness, injury, or pregnancy. The employee pays for the State Disability Insurance and its administration. If an employee becomes permanently disabled, they may be entitled to receive Social Security and/or CalPERS Disability Retirement.
 5. Workers' Compensation Insurance is paid by the District and is available when an employee is injured or has an accident while fulfilling the duties assigned by the District. This coverage is effective on the first day of employment. Under the Workers' Compensation Act of the State of California, employees will be provided with up to a maximum of three consecutive days of unchargeable leave following an occupational injury/illness.
 - a. An employee must wait 3 days before receiving any benefits provided by Workers' Compensation Insurance.

- b. Compensation payments will begin after the third day following the injury or from the first day of your hospitalization.
- c. Accrued “Sick/Paid Time Off” may be used for the three-day waiting period and to bring the employee’s compensation up to, but not greater than, the employee’s regular gross pay, at the discretion of the General Manager.
- d. Any Medical appointment (after the first one) is charged from the employee’s accrued sick leave account, or vacation advance or leave with pay, at the discretion of the General Manager.

If you are injured while working, you must immediately report such injuries to your manager, or another manager, regardless of how minor the injury might be. If you have any questions regarding workers' compensation coverage, you should contact the Administrative Manager.

- B. The Consolidated Omnibus Budget Reconciliation Act (“COBRA”) gives employees and their qualified beneficiaries who lost their health benefits the opportunity to continue health insurance coverage under the District’s health plan when a “qualifying event” would normally result in the loss of eligibility. Some common “qualifying events” are voluntary or involuntary job loss, death of an employee, reduction in hours worked, an employee’s divorce or legal separation and a dependent child who no longer meets the eligibility requirements. For further details regarding the continuation of health benefits under COBRA, please contact the Administrative Services Specialist.

Section 8. EXPENSE REIMBURSEMENT

GENERAL PROVISIONS

- A. The following compensation and expense reimbursement policies shall apply to each employee attending authorized conferences, seminars, and other meetings as a representative of the District. District employees should plan and schedule their travel well in advance and identify the lowest cost travel available. Reimbursements may be limited to State or other contract reimbursement rates.
1. Each employee shall receive reimbursement for actual expenses incurred for lodging, meals, and registration fees in connection with attendance at conferences, seminars or meetings up to the limits of authorization.
 2. Each employee shall receive reimbursement for transportation to and from the conference, seminar, or meeting, as actually incurred. Where travel is by personal automobile, the employee shall be reimbursed for miles driven in their personal automobile at the current rate set by the Internal Revenue Service pursuant to Section 162 of the Internal Revenue Code. In the event that two or more employees travel in the same automobile, only the employee providing the automobile shall receive mileage reimbursement. In no event shall reimbursement for travel expenses exceed the cost of standard round-trip coach airfare to the location of the conference, seminar, or meeting, and round-trip ground transportation between the airport and the actual site of the conference, seminar, or meeting.
 3. Each employee shall receive reimbursement for the actual cost incurred in connection with rental car transportation at the location of the conference, seminar, or meeting, if needed.
 4. District employees who use their personal vehicles in the course of District business not mentioned above are entitled to reimbursement for mileage at the current rate set by the IRS. This expense is to be detailed on the expense report.
 5. A full time employee who significantly utilizes their phone for District business on a daily basis including after hours will be reimbursed a flat rate of \$45 per month. The General Manager shall determine which positions are eligible for such reimbursement based upon level of private cell phone use required; which shall be determination shall be documented in writing. This amount is based on approximately 50% of voice and data plans. This reimbursement will be paid bi-weekly through payroll and does not increase the employees' base pay. This amount is subject to change and left to the discretion of the Board to revise as needed.

II. DOCUMENTATION APPROVAL

- A. The employee shall estimate the costs for travel in their request to travel for consideration by the General Manager. Total cost or component costs may be limited in the amount of reimbursement.

- B. In order to receive reimbursement as outlined in 1 through 3 above, each authorized employee shall submit a written expense report for approval. Such expense report shall explain in detail the reimbursement sought, the reason for incurring the expense(s), and contain relevant bills and/or receipts documenting the expense(s). A request for reimbursement of gratuities shall not normally exceed fifteen (15%) percent, unless approved by the General Manager.
- C. The General Manager will review and approve all expense reimbursement requests.
- D. Payment of compensation for attendance at conferences, seminars, or meetings will be processed in the next scheduled check run after approval of the detailed expense report.

Section 9. WORK STANDARDS

I. GENERAL PROVISIONS

The District requires that employees meet reasonable standards of conduct, performance, and dress, which shall reflect favorably upon themselves and the District. Employees whose job duties bring them into contact with the public are expected to wear professional attire, which may include a uniform. Uniforms shall be issued by the District.

II. HOURS OF WORK

A. Standard Work Week

The standard work week for full-time employees is forty (40) hours. An employee may choose to work on a flex schedule that may result in no more than 80 hours in a two-week pay period. All work schedules are subject to the needs of the District and require approval of the employee's supervisor and General Manager.

B. Standard Work Day

Field Staff

The standard work day for field staff is a nine-hour period for 8 days 5:30 a.m. to 3:00 p.m. and an eight-hour period for one day from 5:30 a.m.-2:00 p.m. within each bi-weekly pay period. The work day schedule may be adjusted within the eight-hour period, subject to work requirements. Rest periods and meal breaks shall be in accordance with current labor codes.

Office Staff

The standard work day for office staff is a nine-hour period for 8 days from 7:30 a.m. to 5:00 p.m. and an eight-hour period for one day from 7:30 a.m. to 4:30 p.m. within each bi-weekly pay period. The work day schedule may be adjusted within the eight-hour period, subject to work requirements. Rest periods and meal breaks shall be in accordance with current labor codes.

C. Standby

Standby duty requires that employees so assigned shall: a) be reachable by telephone, pager, or other communicating device; b) be able to report to place of duty in a one-hour period of time, and c) refrain from activities which might impair their ability to perform assigned duties, such as the use of alcohol which would limit the ability to operate a motor vehicle. Employees on standby status are free to use their time as they choose, so long as they are reachable and can return to work in a one-hour period of time. Employees not assigned to standby duty have no obligation to meet these requirements.

D. Call Back

District non-exempt employees called back to work after completing their normal work day and leaving the work site shall be entitled to call back compensation after accumulating a

total of 40 hours in one week or 80 hours in a two-week pay period if working on a flexible schedule. Call back compensation shall not apply to exempt employees or those assigned to standby duty pursuant to Section C above.

E. Overtime

All time worked by non-exempt employees in excess of the employee's established work week shall be approved in advance by the General Manager. Overtime will be reported and compensated according to the provisions of the Fair Labor Standards Act.

III. ATTENDANCE

- A. Employees shall make every effort to schedule personal appointments outside their working hours.
- B. The District will maintain records of employee attendance for the purpose of identifying critical and chronic attendance problems which may require corrective action.
- C. Employee attendance will be reviewed and considered by the supervisor and the General Manager when considering an employee's annual performance evaluation.

Section 10. PERSONNEL RECORDS

I. GENERAL PROVISIONS

A. Inquiries

1. Information pertaining to an employee's job history and performance may be released only with the written approval of the current or former employee or as may be required by law. This provision shall be explained to separating employees at an exit interview, conducted by the Administrative Services Specialist, and at that time the employee will be given the opportunity to submit a memo authorizing such release of information.
2. All requests for information pertaining to personnel records, including inquiries from outside the District, will be directed to the Administrative Services Specialist.
3. Requests for reference information will be limited to dates of employment, job title, and duties. Requests for financial references on current employees will be limited to dates of employment, job title, duties and current salary. Requests for any additional information will be provided only with the authorization of the employee.
4. Requests for information shall be in writing and a copy shall be retained in the employee's personnel file.
6. Employee medical files are confidential; access to an employee's medical files is restricted to the employee, the Administrative Services Specialist, and the General Manager, or as otherwise required by law. Medical information shall be released by the District only upon written authorization from the employees or to persons and/or agencies who are legally entitled.

B. Inspection

1. Access to personnel files shall be restricted to authorized District employees.
2. Employees or a person designated by the employee may inspect and receive a copy of their personnel records at reasonable times during District office hours and under the supervision of another District employee upon completion of a Personnel Records Request Form.
3. The General Manager may have access to an employee's personnel file for his/her confidential use in connection with a personnel matter.
4. The District will cooperate with federal, state and local government agencies investigating an employee if the investigator furnishes proper identification and proof of legal authority. The District may permit a government investigator to review a personnel file on District premises, but the investigator shall not be allowed to remove or reproduce this information without consent from the General Manager. The employee shall be notified of such review unless prohibited by law or court order.

C. Retention

1. Original Personnel records shall be maintained by the District for a period of seven (7) years after an employee's separation. After that time, the records may be microfilmed.

Section 11. DISCIPLINARY ACTIONS AND APPEAL PROCEDURE

I. GENERAL PROVISIONS

- A. A written copy of the Employee Handbook shall be given each employee. The employee shall acknowledge in writing his/her receipt of the Employee Handbook. In doing so, the employee's act shall constitute presumptive proof of the employee's knowledge and understanding of the governing of the disciplinary actions and procedures.
- B. All suspensions, demotions, reduction in salary for a specified time period, and dismissal of employees shall be made in accordance with this section and shall provide the employee with the opportunity for a fair hearing/appeal.
- C. Employees within their introductory period may be suspended, demoted, or dismissed without cause, without right of review or appeal.

II. CAUSE FOR SUSPENSION, DEMOTION, REDUCTION IN SALARY, DISMISSAL

- A. An employee may be suspended, demoted, reduced in salary, or dismissed for cause. As at-will employees the District does not have to identify a cause for dismissal. However, the following are causes for such actions, but actions are not in any way limited to these causes.
 - 1. Failure to meet reasonable work performance standards and requirements.
 - 2. Misappropriation or damage of public property or waste of public funds or property or negligent or willful misconduct.
 - 3. Conduct unbecoming an employee of the District.
 - 4. Absence without approved leave.
 - 5. Chronic tardiness or absenteeism.
 - 6. Deception or fraud in the securing of a job appointment or promotion.
 - 7. Falsification of a relevant official statement or document, including job application.
 - 8. Improper withdrawal or limitation of service or any action which interferes with or is disruptive of the District's mission or public service.
 - 9. Refusal to follow a lawful directive of a superior.
 - 10. Any action inconsistent with, or in violation of, this section or any other officially promulgated District rules, regulations, policies and practices.
 - 11. Conviction of a felony, or a crime involving moral turpitude.
 - 12. Unlawful harassment, including sexual harassment.

The list of prohibited conduct does not change the employee's at-will employment status. Both the employee and the District have the right to terminate the employment relationship at any time, with or without notice.

- B. The unlawful manufacture, distribution, dispensation, possession, or use of marijuana, a controlled substance, narcotic drug, or intoxicating beverage in the workplace, which includes all facilities and vehicles under the control of and used by the District, is expressly prohibited. If the General Manager concludes that there is reasonable cause to believe that an employee has reported to work under the influence of marijuana, narcotic drugs, controlled substances, or alcohol, the General Manager may immediately place the employee on paid administrative leave while an investigation is conducted. Should the investigation determine that the employee was under the influence of marijuana, narcotic drugs, controlled substances, or alcohol at the time, the employee will be disciplined, up to and including termination. If the employee disputes the General Manager's determination that he or she is under the influence of marijuana, narcotic drugs, controlled substances, or alcohol, the District will arrange for and pay for an appropriate medical test to confirm or reject the General Manager's belief.

- C. An employee who must take medication prescribed by a licensed physician or other licensed health care professional which may cause drowsiness, dizziness or erratic behavior, and which may impair his/her senses or reflexes in the performance of his/her duties, is required to notify his/her supervisor. Failure to do so shall be considered a violation of the District's safety standards and may subject the employee to disciplinary action. Any employee who reports to work under the influence of medication prescribed by a licensed physician or other licensed health care professional, and who the supervisor determines is not capable of performing the duties of their job properly or without posing a danger to the employee or others, may be ordered by the General Manager from work until such time as the employee demonstrates their condition is such that he or she is able to perform their duties properly and poses no danger to the employee or others, and the amount of work time lost may be charged against the employee's sick leave.

The General Manager shall document the reason for suspension, dismissal or reduction in salary and inform the employee in writing. The employee may provide evidence and summary of rebuttal or other relevant information. Based on this additional information the General Manager may revise the action, request support of District Counsel or implement the action. The General Manager may also elect to bring the item to the Board of Directors in Closed Session at its next regular meeting.

I acknowledge that I have received a copy of the San Bernardino Valley Water Conservation District's Employee Handbook (Rev. 11 13 2019) and I understand that I am responsible to know the contents of this Employee Handbook, including the District's rules and regulations. I understand that this Employee Handbook is not a contract of employment and is subject to change at the discretion of the District, with or without notice. I have been advised that, if I have any questions regarding this Employee Handbook, I can contact the Administrative Services Specialist and/or the General Manager.

Signature of Employee

Date