



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

PERSONNEL MANUAL

2021

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SECTION 1. GENERAL PROVISIONS

All employees are employed at the will of the appointing authority, and unless otherwise provided in a contract of employment, 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 or District General Counsel, and in either case with the permission of the Board of Directors, may amend the policy, and then only in a written statement.

1.01 ADOPTION

In order to provide and maintain a system of official rules concerning pay and personnel administration for its non-contract employees, or those contract employees whose contract makes them subject to this Employee Handbook, the Board of Directors of the District has adopted the following rules. Procedures for Board of Directors are detailed in the Board Policy Manual. This Employee Handbook states an overview summary of the District’s rules, policies, and procedures, but is not all-inclusive. This Employee Handbook supersedes all previous versions.

1.02 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.

1.03 STATUTORY PROVISIONS

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

1.04 EQUAL EMPLOYMENT OPPORTUNITY

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

A) 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 perceived ancestry, race, color, age, genetic

information, national origin, sex, gender, gender identification, gender expression, religion, marital status, sexual orientation, veteran/military status, physical or mental disability, medical condition, political opinion, or political affiliation. Every member of management is held responsible for assuring non-discrimination in employment opportunities. In addition, all staff members, regardless of position, share in the responsibility of maintaining a discrimination-free work environment.

B) AMERICANS WITH DISABILITIES ACT

The District will provide reasonable accommodations to all employees to ensure a safe and adequate work environment. Employees who require reasonable accommodations due to disabling conditions may contact their supervisor, or the General Manager, to request accommodations, and to be advised of their options under the Americans with Disabilities Act, or other related legislation. An individual with a disability may request a reasonable accommodation when s/he knows that there is a workplace barrier that is preventing him/her, due to a disability, from effectively competing for a position, performing a job, or gaining equal access to a benefit of employment. The District and the individual with a disability may then engage in an interactive process to clarify what the individual needs and identify the appropriate reasonable accommodation. The District may ask the individual relevant questions that will enable it to make an informed decision about the request. This includes asking what type of reasonable accommodation is needed, the duration of the accommodation, options for providing the accommodation with minimal disruptions to other employees, facility constraints, etc. An interactive good faith communication process between the District and a disabled employee is required in selecting an appropriate, reasonable accommodation, if one exists. This is a timely individual process where management and the individual discuss the request and effective reasonable accommodation(s). In general, the District will initiate the interactive process when: (1) an applicant or employee with a known disability requests a reasonable accommodation, (2) the District otherwise becomes aware of the need for an accommodation through a third party or by observation, or (3) the District becomes aware of the possible need for an accommodation because the employee has a disability and has exhausted leave under the Workers' Compensation Act, CFRA, or other federal, state or employer leave provisions, if applicable. Consideration in interactive consultation for accommodation include: the essential functions of the job; how the disability limits performance of the essential functions; to identify accommodation options that overcome limitations and determine the reasonableness of the proposed accommodations; and to select the most appropriate reasonable accommodation if one exists. If an accommodation request is made, the District will initiate the interactive process and confer with the individual applicant or employee, as necessary, until the interactive process is complete and/or a reasonable accommodation, if any, is determined.

1.05 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. Pre-employment drug testing is required for those positions where the employee's job description includes duties that involve the employee operating a District vehicle or heavy equipment. Evidence of use of unprescribed narcotic drugs,

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, by authorizing the District to enroll them in its DMV pull notification program. Employees that are offered employment must agree to a criminal background check through Employee Relations and may opt to obtain a copy of that report.

1.06 HARASSMENT

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 perceived ancestry, race, color, age, genetic information, national origin, sex, gender, gender identification, gender expression, religion, marital status, sexual orientation, veteran/military status, physical or mental disability, medical condition, political opinion, or political affiliation is prohibited and may be cause for disciplinary action. This includes a prohibition against sexual harassment, gender harassment, harassment based on pregnancy, childbirth, breastfeeding and/or related medical conditions, as well as harassment based on all other characteristics listed above.

Inappropriate behavior includes, but is not limited to, the following:

- Verbal harassment such as epithets, jokes, derogatory comments, or slurs based on the person's race, sex, religious creed, color, national origin, ancestry, age (over 40), marital status, sexual orientation, or physical or mental disability;
- Unwelcome sexual flirtations, propositions; or sexual advances;
- Graphic or degrading comments about another's appearance, dress, or physicality;
- Offering employment benefits in exchange for sexual favors;
- Leering; gestures; or display of sexually suggestive objects, pictures, cartoons, or posters;
- Derogatory comments, epithets, slurs, or jokes;
- Graphic comments, sexually degrading words, or suggestive or obscene messages or invitations;
- Physical touching or assault, as well as impeding or blocking movements;
- Sexual or intrusively personal questions about an employee's personal life;
- Explicit descriptions of a harasser's own sexual experiences or those of the harasser's other acquaintances;
- Abuse of nicknames or diminutive terms designed to minimize or demean, or any physical interference with normal work or movement when directed at an individual based on one of the categories above;
- E-mail that may be inappropriate, offensive, harassing, and/or create a hostile work environment; or
- Sexually degrading words used to describe an individual.

Any employee who perceives comments, gestures, or actions of another person to be sexually or otherwise harassing is encouraged to communicate to that person that such behavior is unwelcome. There are times a harasser may not realize the advances or behavior are offensive. Sometimes a simple confrontation or clarification of perceptions will end the situation. Employees who feel uneasy, or intimidated, in confronting the harasser directly may report the harassment to his or her supervisor, or the General Manager. However, failure to express unwelcomeness does not prevent the employee from filing a complaint, nor does it in any way exonerate the alleged harasser. 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. No employee will be disciplined or otherwise retaliated against for reporting harassment or initiating a harassment complaint. 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.

A. Complaint Procedure

If a harassment complaint occurs, it can be reported verbally or in writing to the General Manager, Assistant General Manager or Human Resources, or to District Counsel 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, in conjunction with General Counsel or Special Counsel as appropriate, shall take prompt action to conduct a confidential investigation to determine whether harassment has taken place and/or is presently taking place.

Any and all complaints will be treated with confidentiality to the extent possible. The complaint will be responded to in a timely fashion, investigated promptly and thoroughly by impartial and competent personnel; documented and tracked to ensure reasonable progress; met with appropriate remedial action when misconduct is found; and afforded a timely disclosure. Except in the case of knowingly fraudulent allegations, in no event shall making a complaint result in any retaliation against the complainant or any participant in the investigation. The General Manager or President of the Board will consult General Counsel or Special Counsel, as appropriate, on steps for investigation.

District supervisory personnel or an 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.

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 or Special Counsel, as appropriate.

Harassment also includes any act of retaliation against an employee for reports of violation of this policy or for participating in the investigation of a sexual harassment complaint. Retaliation is a serious matter. Any employee found to have retaliated against someone for filing a complaint or being involved in an investigation will be disciplined up to and including termination. Even if a complaint seems to lack legal merit, it is not permissible to engage in retaliation in any form.

Any and all complaints will be treated with confidentiality to the extent possible. The complaint will be responded to in a timely fashion; investigated promptly and thoroughly by impartial and competent personnel; documented and tracked to ensure reasonable progress; met with appropriate remedial action when misconduct is found; and afforded a timely closure.

1.07 OUTSIDE EMPLOYMENT

Employees may be allowed to work in off-duty jobs if such secondary employment does not violate any employment agreement and meets the following requirements:

- Such outside employment does not conflict with the interests of the District, nor carry over into the employee's regular duties.
- Such outside employment does not adversely affect the employee's ability to perform their District duties.
- Should an employee violate any of these requirements, said violation may be cause for disciplinary actions up to and including termination.

1.08 EDUCATIONAL ASSISTANCE

The District encourages employees to continue their education, as related to their employment, and offers limited tuition and cost assistance to employees who pursue educational opportunities related to their field. In order to seek such assistance from the District, an employee should observe the following procedures:

- Prior to enrollment, a memo requesting authorization to attend classes and reimbursement form (found on the District's General Administration server under "Forms") shall be sent to the General Manager for approval.
- Upon successful completion of the course(s) with a minimum final grade of "C" or equivalent, the employee shall submit a reimbursement application form for reimbursement of tuition or costs reimbursement (found on the District's General Administration server under "Forms") by attaching proof of the successful completion of the course and all receipts. The District shall then reimburse the employee for eligible tuition, registration, parking fees, and textbooks.
- 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, the General Manager may submit an exception request to the Board of Directors, whose approval shall be necessary for reimbursements above the limit, and whose decision shall be final.

- The employee should consult with a tax advisor to determine if tuition reimbursement qualifies as taxable income. The District offers no advice to its employees on tax matters.
- 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 a loan agreement outlining the terms of advancement of funds.

1.09 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, or the safety of the conditions under which you are being asked to perform, 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.

1.10 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. Unless given specific prior written permission to do so by the General Manager, no employee shall bring a weapon of any type to any District event or 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.

1.11 SMOKING POLICY

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

1.12 DRUG AND ALCOHOL-FREE WORKPLACE

It is the intent of the District to maintain and enforce a workplace that is free of drugs, illegal or non-prescribed controlled substances, marijuana, 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, marijuana, 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 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 alcohol or marijuana 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. If the use of a prescription drug combined with the duties of the required job creates the risk of an unsafe working condition, this fact shall be reported to a supervisor or the General Manager prior to reporting to work. Employees whose job performance is so restricted may be subject to reassignment, medical examination, or other actions specified by applicable statutes and regulations.

1.13 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 or the conversation has clearly reached its endpoint.

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.

Current District policy does not provide employee cell phones but provides a reimbursement for employees who are required to use their personal cell phone for District business. If a District cell phone is at some future point 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 in any use of District-owned phones, nor assume that such use will be anonymous. Due to public records laws and other legal rules, use of a personal phone for business purposes may result in the contents of a personal cell phone being discoverable in a legal matter, or otherwise made public. Employees are therefore reminded it is essential that proper etiquette and language be used at all times related to District business, whether by text, email, or phone.

1.14 USE OF COMPUTER, INTERNET, AND E-MAIL

The District's computer equipment shall be utilized for District business purposes. The internet and e-mail facilities provided by the District are 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 and personal use of e-mail should be limited. In addition, use of District facilities in furtherance of personal, political, or religious causes is not permitted. Employees are specifically advised that their use of, and communications on, District-provided computers and internet access may be considered public record. Employees should have no expectation of privacy while utilizing District computers, laptops, or email.
- b) Any e-mail or other electronic communication sent or received via the internet must be appropriate for the workplace. 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 remote access or "work from home" connections to servers or office computers, 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, monitoring an employee's job performance, ensuring compliance with legal and regulatory requests, and enforcing District policy. No employee should expect privacy in the use of District internet, e-mail, or computer resources.
- e) The use of e-mail or any electronic communication method in any way that is infringing, insulting, disruptive, offensive, or harmful to overall District employee 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 or gender identification, race, sexual orientation or preference, 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, to solicit or offer sex, 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.

1.15 USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles utilized 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 performance or capacity limitations 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, including suspension of ability to use such equipment, and ranging 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, and consistent with all other promulgated policies regarding Employee Use of District Vehicles.

SECTION 2. SALARY ADMINISTRATION

1.01 GENERAL PROVISIONS

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

A. Pay Rate

All non-contract 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, or per a pre-negotiated salary agreement, as applicable. A Pay Period consists of time worked beginning at 12:01 a.m. on Saturday and ending at 12:00 midnight on the second following Friday. Employees are paid every other Wednesday by 12:00 noon.

C. Salary Review

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.

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 is to recognize and assess job performance related to an employee's 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, promotions, 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 considers 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 at-will employment at any time with or without cause.

- 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.
- If an employee is evaluated as "satisfactory" or better, the employee may be granted a merit 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.
- If an employee receives an overall "unsatisfactory" evaluation, the General Manager shall determine if a salary adjustment or other action is warranted. On any "unsatisfactory" evaluation, the deficiencies in the employee's performance will be noted, along with suggestions or directions on how the unsatisfactory performance can be made satisfactory.
- 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.
- If an employee believes the evaluation is inaccurate, he or she may provide any written rebuttal, which may include a summary and evidence as rebuttal to the evaluation, which will also be placed in the personnel file.

SECTION 3. CLASSIFIED SERVICE

3.01 GENERAL PROVISIONS

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

A. Classification of Positions

Each position shall have a job description that 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.

B. Employee Categories

Full-time employees are those who have satisfactorily completed the introductory period (see section 3.01.C below); full-time employees receive full benefits.

Part-time employees are those whose regularly scheduled hours of work are less than 1,000 hours per fiscal year. Unless otherwise provided in an employment contract, 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 California Public Employees Retirement System ("CalPERS").

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, CalPERS, and other retirement benefits. They are eligible for sick hours at a rate of 24 hours per calendar year.

Temporary employees are those hired on an "as needed" basis; temporary employees are not eligible for retirement, vacation, holiday, medical, dental, or vision benefits. They are eligible for sick hours at a rate of 24 hours per calendar year. They may be hired directly or through a temporary agency or service.

C. New Employees, Introductory Period

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 unless an employment agreement provides for other terms. 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.

The introductory period may be extended in writing by the General Manager in his or her discretion for any period up to ninety (90) calendar days for further evaluation.

All performance evaluations shall be completed in writing 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.

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

D. Promoted Employees - Introductory Period

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 in his or her discretion for any period up to ninety (90) calendar days for further evaluation.

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.

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

4.01 GENERAL PROVISIONS

A. Filling Vacancies

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

B. Outside Recruitment

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.

Applicants will be required to complete and submit an application, letter, and resume.

C. Orientation

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 must acknowledge receipt of the handbook.

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

5.01 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.

Resignation

A voluntary resignation occurs when an employee provides the District with a signed and dated letter of resignation. The District requests such notice be provided in writing, and at least two (2) weeks prior to the effective date of resignation.

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 retiring 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, which has not been previously returned.

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. Full-time employees in the Management/Exempt Class who were hired prior to July 1, 2011, shall receive the benefit above at the age of fifty-seven (57) and five (5) years' service. At the time such a retiree or spouse reaches Medicare eligibility age, if enrolled in the District's plan, enrollment in Medicare Parts A and B is required 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.

Discharge

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

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.

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. Employees are required to notify the General Manager if prolonged absence from the job is expected or becomes necessary. In the absence of such notice, the District will make every effort to advise the employee through a variety of methods that absence without prior approval might place their job in jeopardy; including phone calls, email, and written correspondence sent via registered mail. To facilitate such noticing, all employees must have on file with the District an active, working telephone number, address, and e-mail address. These District efforts will be documented, and employment may be terminated if the employee is non-responsive, or if the District is unsuccessful after reasonable efforts to contact the employee.

B. Procedures for Layoff

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 job position, special training, ability, knowledge, or experience.

Affected employees shall be notified in writing of an impending layoff.

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 policies, contracts for benefits, and State Labor Laws.

C. Recall

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.

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.

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.

D. Post Separation

It is expected that during the time between notification of separation and last day of employment, employees will cooperate fully with the District in all matters relating to the winding up of any pending work and the orderly transfer to the other District employees of the matters for which they have been most recently responsible. Employee further agrees that prior to the expiration of the "Notice Period," they will return to the District all originals and hard copies of literature, correspondence, memoranda,

reports, summaries, manuals, proposals, contracts, and other documents of any kind which were provided by, or generated in conjunction with the employee's work with, the District. Upon separation, and employee's final paycheck will be provided on the next regular pay period, unless required to be provided earlier by law.

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. The District may also take all action deemed appropriate to recover or protect its property.

Medical, Dental, and Vision benefits end on the last day of the month of employment. COBRA notification will be sent directly to the separating employee's home, or last address on file with the District. CALPERS eligible employees should contact CALPERS well in advance of the intended retirement date to apply for benefits.

E. Post-Employment Co-Operation

In order maintain continuity and support after the termination of employment, the District may request the employee to remain reasonably available to the District and its legal counsel, voluntarily upon the District's request and without the necessity of a subpoena or court order, in connection with the District's investigation, preparation, prosecution and/or defense of any actual or potential legal proceeding, regulatory action or internal matter. The employee may be requested to cooperate with the District to provide any information reasonably within their recollection and to provide truthful testimony as required. If employee is called upon to provide cooperation after employment has been terminated, the District may reimburse employee for reasonable time and out of pocket expenses actually incurred under this section, or at the District's option, may advance employee's reasonable expenses or incur them directly.

SECTION 6. ABSENCE

6.01 GENERAL PROVISIONS

Categories

6.01.01 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 workweek, unless otherwise specified in a contract for employment.

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 hours or 10 days per year	3.08 hours
From 105 through 234 pay periods	120 hours or 15 days per year	4.62 hours
From 235 pay periods	160 hours or 20 days per year	6.15 hours

B. Accrual

The General Manager is authorized to modify the amount of vacation earned for a new or promoted management employee (Land Resources Manager, Assistant General Manager, Senior Engineer/Project Manager) up to one additional week per year, as part of any negotiation for filling the position.

Any change in the rate of annual vacation accrual shall take effect on the employment date of hire or promotion, unless otherwise specified by Board action.

Annual vacation shall accrue for fractional parts of bi-weekly pay periods falling at the beginning or ending of service.

Vacation may be used in lieu of sick leave, if the employee desires, upon the approval of the General Manager.

Annual vacation may be accumulated for use in succeeding years, but the maximum amount of vacation that may be accrued is two hundred forty (240) hours unless otherwise indicated in an employment agreement. 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.

Upon request, the General Manager may approve the payout of vacation hours providing the employee has used at least five (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 to take 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

The times when vacation may be taken, and the amounts granted during any period, are matters of administrative discretion based on the District's needs.

Scheduling of annual vacation must be approved in advance by the General Manager or supervisor, except in cases of an emergency.

Work requirements and the wellbeing of the employee are the determining factors in approving vacation schedules.

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.

6.01.02 Sick Leave

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, or medical confinement; when a member of their 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.

A. Eligibility

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 to the next calendar year.

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.

Sick leave may be used for medical, dental, or optical examinations or treatments.

A medical certificate should be provided by the employee for any absence of sick leave for more than five (5) working days.

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.

B. Procedure

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 workday, or in circumstances when providing such notice is not possible, as soon thereafter as is practicable.

Each employee shall be responsible for informing the District of their health status until he or she returns to work.

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.

Sick leave benefits may only be taken in one-half hour or more increments.

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 three hundred (300) hours. If an employee has previously accrued sick leave in excess of 300 hours, he/she will still be entitled to keep all sick leave accrued prior to this policy taking effect.

C. Additional Provisions

When all sick leave is exhausted, an employee may be permitted to use other accrued leave or be authorized for a leave of absence without pay upon the approval of the General Manager. The General Manager can authorize the borrowing of sick leave provided that it is earned back within 6 months of the loan. Other District employees may voluntarily donate their own sick leave to an employee who has exhausted their sick leave on a dollar salary basis, subject to the approval of the General Manager.

D. 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%

E. 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 (5) 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.

F. COVID-Related Sick Leave

Beginning March 29, 2021, certain California Employers were required to provide up to eighty (80) additional hours of sick leave for employees who experienced unavailability to work due to the COVID-19 pandemic. California's 2021 COVID-19 Supplemental Paid Sick Leave Expired on September 30, 2021. Employees who utilized such leave for eligible purposes prior to September 30, 2021, shall not be required to terminate such leave, simply because the legislation expired. Employees who took leave for COVID-19 eligible reasons from January 1, 2021, until March 28, 2021, and who were not otherwise provided sick leave for COVID-19 eligible reasons, may apply to the District for retroactive payment of sick leave. Generally, COVID-19 related reasons for taking sick leave include:

- **Caring for Yourself:** The covered employee is subject to a quarantine or isolation period related to COVID-19 or has been advised by a healthcare provider to quarantine due to COVID-19 or is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- **Caring for a Family Member:** The covered employee is caring for a family member who is either subject to a quarantine or isolation period related to COVID-19 (see note below) or has been advised by a healthcare provider to quarantine due to COVID-19, or the employee is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises.
- **Vaccine-Related:** The covered employee is attending a vaccine appointment or cannot work or telework due to vaccine-related side effects.

Employees who believe they may be eligible for sick leave that was not otherwise afforded by the District during this period should contact the General Manager for further processing of retroactive sick leave benefits.

G. California Family Rights Act

Eligible Leave

The District will grant employees, with at least one year of continuous service or a minimum of 1250 hours, up to 12 weeks/60 days/480 hours of unpaid leave in a 12-month period for family care responsibilities, and for the employee's own serious medical condition. The purpose of the CFRA is to provide employees with the right to take time off from work to bond with a child, to care for a family member, or to recover from a serious illness without jeopardizing employment. Requested leaves must be submitted before the leave begins on appropriate forms to the employee's supervisor, or the General Manager. When leaves are foreseeable, the employee must provide at least 30 days' advance notice. If the leave is not foreseeable, the employee must provide notice as soon as practicable. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision to minimize disruption to the operation of the District. Any such scheduling is subject to the approval of the health care provider. Leave may be taken for one or more of the following reasons:

- The birth of the employee’s child, or placement of a child with the employee for adoption or foster care;
- To care for the employee’s spouse, child (no age limit), parent, grandparent, grandchild, sibling, parent-in-law, or domestic partner who has a serious health condition;
- For a serious health condition that makes the employee unable to perform his or her job, except for leave taken on account of pregnancy, childbirth, or related medical condition;
- For any “qualifying exigency” (defined by Section 3302.2 of the Unemployment Insurance Code) because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces of the United States; or
- An employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service member.

Calculating the 12-month Period

The 12-month period is measured forward from the date the leave begins. Successive 12-month periods commence on the date of an employee’s first use of such leave after the preceding 12-month period has ended. Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of CFRA in the designated 12-month period. For a qualifying exigency or leave to care for a covered service member, the 12-month period begins on the first day of the leave. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Leave for Employee’s Own Health Condition

If the leave is based on the planned medical treatment for a serious health condition, reasons for leave may involve the following:

- “Inpatient care” of at least one day.
- Period of incapacity of more than three days, followed by treatment by a healthcare provider.
- Treatment of chronic condition.
- Treatment for substance abuse.

If the CFRA request is made because of the employee’s own serious health condition, the District may require, at its expense, a second opinion from a health care provider that the District chooses. If the second opinion differs from the first opinion, the District may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the District and the employee. The District requires the employee to provide certification within fifteen (15) days of any request for CFRA, unless it is not practicable to do so. The District may require recertification from the health care provider if additional leave is required. (For example, if an employee needs two weeks of CFRA, but following the two weeks needs intermittent leave, a new medical certification may be requested and required.) If the employee does not provide medical certification in a timely manner to

substantiate the need for CFRA, the District may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered CFRA. If an employee cites his/her own serious health condition as a reason for leave, the employee must submit a certification from the health care provider stating;

- Date of commencement of the serious health condition;
- Probable duration of the condition, and
- Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

The District will require an additional certification by the employee's health care provider that the employee is fit to return to his or her job. The physician must stipulate whether employee can perform essential functions with or without accommodation. Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

H. Leave to Care for Family Member

If the leave is needed to care for an eligible family member, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care; and
- Confirmation that the serious health condition warrants the participation of the employee.

I. Leave for Birth, Adoption, or Foster Care.

A leave taken due to the birth of the employee's child, or placement of a child with the employee for adoption or foster care, may need to be supported by a certification, such as a birth certificate or adoption and foster care paperwork. A female employee's request for leave for the birth of her child will begin once her pregnancy disability leave has ended. When both parents are employed by the District, and request leave for the birth or placement for adoption or foster care for a child, the District will grant the time off and ask that the parents work to minimize disruption to the workplace.

J. Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service may need to be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider.

K. Pregnancy Disability Leave (“PDL”)

Any full or part-time employee who is disabled by pregnancy, childbirth, or a related medical condition will, upon request and approval, be granted PDL without pay not to exceed four months. If you require PDL, you must notify your supervisor or the General Manager as soon as possible, at least 30 days in advance if foreseeable. The written notice should specify the commencement date of the leave, the expected duration of the leave and be accompanied by a signed physician's statement. The District has ten calendar days to respond to the request. For employees on PDL, the District guarantees reinstatement to the same or similar job with the same or similar duties, pay, and location unless granting such a leave would substantially undermine the District’s ability to operate the business safely and efficiently. Employees on PDL will be credited with all service prior to the commencement of their disability, but not for the period of their disability

L. School Activity Leave

Any employee who is the parent or guardian of a child through grade 12 may request up to 40 hours off per year for the purpose of participating in school activities, locating and/or enrolling in childcare, or school emergency. This time will be unpaid unless you choose to use wage replacement through accrued sick or vacation time or compensatory time off for this purpose.

M. 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 CFRA period. 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 portions of the pregnancy disability leave period covered by unpaid leave.

N. 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.

O. Lactation Accommodation

The District will provide a quiet, locked private room for nursing mothers who need to express breast milk. The employee and her supervisor shall work together to provide break times during the employee’s workday to accommodate any such needs.

6.01.03 Holidays

Full-time employees shall be entitled to receive holiday pay at their regular pay rate. Unless otherwise provided by contract, temporary and part-time employees are not entitled to holiday benefits.

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 will be lost if not used during the calendar year. The personal day may be taken on a date the employee chooses, with the prior permission of the General Manager.

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.

When an approved holiday falls within a vacation period, the employee on vacation shall not be charged vacation for that day.

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.

A. Leave Without Pay

Leave without pay shall be granted only upon written request of the employee and approval by the General Manager.

The increments of sick leave and vacation time shall not accrue when an employee is on leave without pay.

Service credit shall not be lost as a result of an approved leave without pay.

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.

The District may require an employee returning from a leave without pay to have a physical examination to determine his/her fitness to work.

B. Authorized Leave

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.

Court Leave

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.

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.

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.

The District may ask the employee to request deferment of jury duty for work requirements.

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.

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 3.5% of the 8% of the employee contribution; this percentage is set by Board action and may change. Employees hired after January 2013 are required to pay a 6.75% employee contribution as required by CalPERS.

An employee may also contribute to the CalPERS 457 (defined compensation plan similar to a 401K) plan as well, this is strictly voluntary, and an employee may contribute up to the IRS contribution limit set each year. The District does not contribute to this plan on behalf of the employee but does withhold and report bi-weekly contributions to CalPERS on behalf of the employee.

6.02 DOCUMENTATION

Employees shall indicate all absences on their timesheet.

SECTION 7. INSURANCE

7.01 GENERAL PROVISIONS

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) 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.

A. Health Insurance

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 an Account Based Health Plan (ABHP) partnered with a Health Savings Account (HSA) rather than the traditional plans that may be 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 employee's HSA.

B. Dental Insurance

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.

C. Vision Insurance

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.

D. Disability Insurance

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.

E. Employee Assistance Program

Employee Assistance Program (EAP) is provided to full-time employees. The EAP provides confidential, professional assistance when personal problems affect an employee's life and work. The program provides information, consultation and counseling for employees and their family members, as well as offering training and consultation to management. The EAP encourages employees to use services early in the progression of a problem before situations significantly impact work. This is accomplished by promoting service for "normal problems in living" such as relationships, stress, legal and financial problems, career concerns, anxiety, and depression. The EAP also services more serious concerns such as alcohol, marijuana and drug problems, family violence, and threats of suicide. Numerous additional resources are available.

F. Workers' Compensation Insurance

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 benefits when a doctor says as a result of an occupational injury/illness they cannot perform their job duties for a period of three (3) or more consecutive days or are hospitalized overnight.

- An employee must wait 3 days before receiving any temporary disability benefits provided by Workers' Compensation Insurance, per California Labor Code section 4652.
- Compensation payments will begin after the third day following the injury or from the first day of your hospitalization.
- Accrued "Sick/Vacation/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.
- Any medical appointment (after the first one) is charged from the employee's accrued sick leave account, vacation 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 supervisor, or the General Manager, regardless of how minor the injury might be. If you have any questions regarding workers' compensation coverage, you should contact the Administrative Specialist.

G. Consolidated Omnibus Budget Reconciliation Act (COBRA)

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 Specialist.

SECTION 8. EXPENSE REIMBURSEMENT

8.01 GENERAL PROVISIONS

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 of travel available. Reimbursements may be limited to State or other contract reimbursement rates.

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.

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. If 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.

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.

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.

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 \$50 per month. The General Manager shall determine which positions are eligible for such reimbursement based upon the level of private cell phone use required; this 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, but employees are advised it may be considered as "income" for tax purposes. The District does not offer tax advice to its employees. Employees who are required to use their personal phones for District business at a lower frequency level will be reimbursed on a fraction of the \$50 per month, as determined by the General Manager, at his or her discretion. This amount is subject to change and left to the discretion of the Board to revise as needed.

8.02 DOCUMENTATION APPROVAL

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.

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 twenty (20%) percent unless approved by the General Manager.

The General Manager will review and approve all expense reimbursement requests.

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

9.01 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, as may be determined by the General Manager. If required, uniforms shall be issued by the District.

9.02 HOURS OF WORK

A. Standard Work Week

The standard workweek 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 Workday

Field Staff

The standard workday for field staff on a flex schedule is a nine-hour period for 8 days beginning at 5:30 a.m. and ending at 3:00 p.m. and an eight-hour period for one day beginning at 5:30 a.m. and ending at 2:00 p.m. within each bi-weekly pay period. The workday 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 workday for office staff on a flex schedule is a nine-hour period for 8 days beginning 7:30 a.m. and ending at 5:00 p.m. and an eight-hour period for one day beginning at 7:30 a.m. and ending at 4:30 p.m. within each bi-weekly pay period. The workday 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 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 or medications 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. 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 workday and leaving the worksite 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 more than the employee's established workweek 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.

9.03 WORK LOCATION

Field Staff

Field staff shall report for work to the Mentone shop or other field location as directed on a day-by-day basis by the Field Supervisor to support District operations.

Office Staff

Office staff shall report for work to the District headquarters, currently located at 1630 West Redlands Blvd, Suite A, in Redlands, California. Occasionally work at an alternate location to support employee productivity or personal schedules may be approved, on a case-by-case basis, by the General Manager.

9.04 REMOTE WORK ARRANGEMENTS

A. Remote Work Objective

The District considers remote work from a telecommuting location to be a viable alternative work arrangement in cases where the individual job and supervisory characteristics are well suited to such an arrangement. This allows employees to work at an off-site location, remote from District headquarters, for part of their workweek. The District recognizes that limited remote work can support productivity, employee satisfaction, work/life balance, **backup or supplemental** childcare or other family responsibility needs, and limit environmental impacts from commuting, and provides a flexible work option for office staff meeting the criteria outlined below. Remote work is not an entitlement or a District-wide benefit, and in no way changes the terms and conditions of employment between employee and District.

B. Position Eligibility

Certain job responsibilities, such as fieldwork and face-to-face interaction with the public or Board members, are not suitable for remote work arrangements. Based on the job descriptions, the following positions are eligible for limited part-time remote work arrangements:

- Administrative Specialist*
- Administrative Analyst*

- Assistant Engineer
- Senior Engineer/Project Manager
- Land Resources Manager/Assistant General Manager
- General Manager
- In-House District Counsel

Where job classifications require occasional fieldwork, travel or in person meeting, those will take precedence over any scheduled remote workdays.

NOTE: These roles are eligible for up to one day per week of remote work, which must be scheduled to ensure that at least one administrative staff is working from the office Monday through Friday.

Employees meeting the criteria below may be eligible for a part-time remote work arrangement:

- Employee holds a job listed in *Position Eligibility* section above
- Employee is a full-time employee, or part-time contract employee of the District
- Employee has been employed by the District continuously for nine (9) months, or such shorter time as the General Manager may, in his or her discretion, determine
- Employee has received a “satisfactory” evaluation or higher on their most recent performance review
- Employee consistently demonstrates productivity and reliability in District matters

C. Remote Work Request Process

Any eligible employee (see section 7.04.C above) who wishes to work remotely shall discuss this option with their supervisor. Their supervisor will review the eligibility criteria in section 9.IV.C, and discuss any potential specific job description conflicts with the employee (i.e. occasional fieldwork for construction projects or habitat monitoring). The Supervisor will also review the technological capability of the eligible employee to access the District’s servers and software from the employee’s proposed remote working location. In no event shall the District be required to pay for new or upgraded equipment the eligible employee may need to effectively access the District’s servers and software, in such a manner that the remote working employee can be effective, and efficient. The supervisor will document remote work and how they will track work completed during remote work and present the request to the General Manager for consideration. Following General Manager approval, Employee and supervisor will review and sign the Employee Remote Work Policy and Agreement.

D. Remote Work Arrangements

Once approved, all remote work arrangements will be on a trial basis for three months. The trial period will include weekly check-ins between employee and supervisor to discuss work progress and issues. At the close of the three-month trial period, employee will schedule a meeting with supervisor to discuss what worked and areas for adjustment during the trial; continuation of the remote work arrangements at the end of the trial period shall be at the sole discretion of the General Manager. Remote work arrangements may be discontinued at any time by either the employee or the District; however, every

effort will be made to provide notice twenty working days prior to the change to accommodate commuting, etc.

As described in greater detail in the Employee Remote Work Policy and Agreement, the following basic requirements apply to each enrolled employee. Failure to comply with these requirements may result in the immediate termination of the remote work agreement:

- Employees will remote work a maximum of two days per week, unless otherwise approved by the General Manager.
- Employees will carry out the same duties, assignments, and other work obligations at an off-site location as they had working from District offices or facilities.
- Employees will work and be available for meetings, conferences, etc. during standard work hours.
- Employees will be available to their supervisor, co-workers, and District staff during standard work hours.
- Employees will attend scheduled meetings.
- Employees will arrange for the availability of childcare or family care needs during standard work hours, as may be necessary to assure their availability for performance of their regular job duties during regular working hours.
- Employee will determine and assume responsibility for any tax or legal implications under IRS, state, and local laws; responsibility for fulfilling all such obligations rests solely with the employee.
- Employee will follow appropriate District dress code for all meetings attended remotely. Employee will comply with all applicable sections of employee handbook when working remotely.
- Employee will utilize an appropriate work environment during standard work hours, including reliable internet access. The District is not responsible for costs associated with set-up or up-keep of a home office area.
- The District will determine appropriate computer equipment needs based on employee requests on a case-by-case basis.
- The District will provide standard collaboration software (such as Teams and Outlook) and approved technology for access to the network.
- Employee will ensure protection of all proprietary information, including maintaining critical hardcopy files at the office at all times.
- Employees will accurately record all work hours. Additionally, non-exempt employees will obtain advance approval from their supervisor for all overtime in accordance with Section X. Failure to comply with this requirement may result in immediate termination of the remote work agreement.

9.05 ATTENDANCE

Employees shall make every effort to schedule personal appointments outside their working hours.

The District will maintain records of employee attendance for the purpose of identifying critical and chronic attendance problems which may require corrective action. Absences that occur disproportionately immediately before or after weekends or holidays may be subject to investigation, and requirements to produce documentation demonstrating the reasons for such \absences.

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

10.01 GENERAL PROVISIONS

A. Inquiries

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.

All requests for information pertaining to personnel records, including inquiries from outside the District, will be directed to the Administrative Specialist.

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, or other information in accordance with state law. Requests for any additional information will be provided only with the authorization of the employee.

Requests for information shall be in writing and a copy shall be retained in the employee's personnel file.

Employee medical files are confidential; access to an employee's medical files is restricted to the employee, the Administrative 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

Access to personnel files shall be restricted to authorized District employees.

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.

The General Manager may have access to an employee's personnel file for his/her confidential use in connection with a personnel matter.

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

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

11.01 GENERAL PROVISIONS

A written copy of the Employee Handbook shall be given to 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.

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.

Employees within their introductory period may be suspended, demoted, or dismissed without cause, without the right of review or appeal.

11.02 CAUSE FOR SUSPENSION, DEMOTION, REDUCTION IN SALARY, DISMISSAL

An employee may be suspended, demoted, reduced in salary, or dismissed for cause. Because all District employees are 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.

- Failure to meet reasonable work performance standards and requirements.
- Misappropriation or damage of public property or waste of public funds or property or negligent or willful misconduct.
- Conduct unbecoming an employee of the District.
- Absence without approved leave.
- Chronic tardiness or absenteeism.
- Deception or fraud in the securing of a job appointment or promotion.
- Falsification of a relevant official statement or document, including job application.
- Improper withdrawal or limitation of service or any action which interferes with or is disruptive of the District's mission or public service.
- Refusal to follow a lawful directive of a superior.
- Any action inconsistent with, or in violation of, this section or any other officially promulgated District rules, regulations, policies, and practices.
- Conviction of a felony, or a crime involving moral turpitude.
- 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.

The unlawful manufacture, distribution, dispensation, possession, or use of marijuana, an illegal or non-prescribed 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 determination.

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/or 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 to leave work by the General Manager 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; 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. 12 08 2021) 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 Specialist and/or the General Manager.

Signature of Employee

Printed Name, Title

Date