

**PLEASANT VALLEY RECREATION & PARK DISTRICT  
ADMINISTRATION OFFICE – CONFERENCE ROOM  
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA**

**PERSONNEL COMMITTEE  
AGENDA**

**Wednesday, July 27, 2022  
3:00 pm**

Please Note: In keeping in alignment with current orders from the Ventura County Health Officer, face coverings are not required but are welcomed and encouraged in indoor public settings and businesses. PVRPD thanks you for your cooperation and understanding.

This meeting will take place both in person and remotely in accordance with Government Code section 54953(e) et seq. (AB 361). Members of the public can participate in the meeting by choosing one of the following options:

1. Attend in person or
2. Join via Zoom -

**Meeting Link: <https://us06web.zoom.us/j/89058563434>**

**Webinar ID: 890 5856 3434**

**Phone Number: 1-669-900-6833**

- a. Cell Phone/Computer with Microphone: Click on the Zoom link included above. Enter your name so we may call on you when it is your turn to speak. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by clicking the “Raise Hand” button. Follow the instructions below regarding speaking.
- b. Phone – If you wish to make a comment by phone during the public comment section of the meeting or on a specific agenda item, please call in to the listed phone number above and when prompted, enter the Webinar ID. You will then be admitted to the meeting and your line will be muted. The Chair will ask if anyone wishes to speak on the item. At that time, raise your hand by dialing \*9. Then, follow the speaking instructions below.

**Speaking Instructions**

When it is your turn to speak, the Chair will call your name or the last four digits of the phone number you are calling from. You will have three minutes to address the Committee. **Please ensure all background noise is muted (TV, radio, etc.)** You will be prompted to unmute your microphone/phone. Unmute your device and begin by stating your name. After three minutes has elapsed your microphone will be muted, and the next speaker will be invited to speak.

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. PUBLIC/COMMITTEE COMMENTS**
- 4. PERSONNEL POLICY MANUAL**
- 5. EMPLOYER EMPLOYEE RELATIONS**
- 6. CLASSIFICATION & COMPENSATION STUDY DISCUSSION**

**7. ORAL COMMUNICATIONS**

**8. CLOSED SESSION – PUBLIC EMPLOYEE COMPENSATION**

The District's Personnel Committee will hold a closed session with the Districts General Manager, pursuant to Government Code Section 54957.6(a), to discuss the salary, compensation and fringe benefits provided to the General Manager.

**9. ADJOURNMENT**

**Note:** Written materials related to these agenda items are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours beginning the day preceding the Committee meeting.

**Announcement:** Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Committee meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 114. Please notify us 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: PERSONNEL COMMITTEE**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Kathryn Drewry, Human Resources Specialist**

**DATE: July 27, 2022**

**SUBJECT: PERSONNEL POLICY MANUAL**

**BACKGROUND**

The intent of this report is to provide the Personnel committee with updated information regarding the Personnel Policy Manual and to discuss potential changes as well as provide staff direction as to next steps.

In 2016 The District adopted an updated Employee Manual that included policies and procedures and articles that overlapped with the Memorandum of Understanding with SEIU. In 2019 District staff presented the Board with proposed changes to the Employee manual with the intent of creating separate documents to include an Unrepresented Employee Manual, MOU, as well as a Personnel Policies and Procedures Manual as they pertain to personnel. The Board approved the Unrepresented Employee Manual March 6, 2019 and staff have been working to finalize the Personnel Policies and Procedures.

**ANALYSIS**

Since the last update the District has negotiated two memoranda of understandings with SEIU Local 721, with the most recent MOU concluded in January 2022 it was recommended by legal counsel to combine the two documents. As part of this process it was acknowledged that the 2016 Employee Manual was still in affect. The District will now need to rescind the 2016 Employee Manual as well as the Unpresented Employee Manual and adopt the updated Personnel Policy Manual to combine these documents into one which will cover all employees.

**FISCAL IMPACT**

There is no fiscal impact at this time.

**RECOMMENDATION**

Staff requests that the Personnel Committee review and consider the updated Personnel Policy Manual and provide direction.

**STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 1.5 G.: Evaluate and Provide Necessary Tools

**ATTACHMENTS**

- 1) PERSONNEL POLICY MANUAL





## **PERSONNEL POLICY MANUAL**

### **Administrative Office**

(Community Center/Senior Center)  
1605 E. Burnley St., Camarillo 93010

### **Parks Department Office**

(Located at Freedom Park)  
480 Skyway Dr., Camarillo 93010  
(805) 482-5396

Table of Contents

Article 1 – GENERAL INFORMATION ..... Error! Bookmark not defined.4

    A. Purpose and Intent ..... 24

    B. Scope ..... Error! Bookmark not defined.4

    C. Right to Revise ..... Error! Bookmark not defined.2

    D. At-Will Employment ..... 3

ARTICLE 2 – EMPLOYMENT INFORMATION ..... Error! Bookmark not defined.3

    A. Exempt Employees ..... Error! Bookmark not defined.3

    B. Non- Exempt Employees ..... Error! Bookmark not defined.3

    C. Introductory Period – New Hires & Promotional Appointments Error! Bookmark not defined.3

    D. Re-Hires ..... Error! Bookmark not defined.4

ARTICLE 3 – LEAVE OF ABSENCE ..... Error! Bookmark not defined.4

    A. Vacation ..... Error! Bookmark not defined.4

    B. Management Leave ..... Error! Bookmark not defined.6

    C. Sick Leave ..... Error! Bookmark not defined.6

        1. Full Time Employees Sick Leave Accrual ..... Error! Bookmark not defined.7

        2. Part-Time Year-Round Employees ..... Error! Bookmark not defined.7

        3. Temporary or Seasonal and/or Part Time Restricted Employees ..... Error! Bookmark not defined.7

        4. Charge for Sick Leave ..... Error! Bookmark not defined.8

        5. Proof of Illness ..... Error! Bookmark not defined.8

        6. Notice of Sickness ..... Error! Bookmark not defined.8

        7. Cash Value upon Termination ..... Error! Bookmark not defined.8

        8. Value upon Retirement ..... Error! Bookmark not defined.8

    D. Compensatory Time Off ..... Error! Bookmark not defined.8

    E. Bereavement Leave ..... Error! Bookmark not defined.9

    F. Personal Leave ..... Error! Bookmark not defined.9

    G. Emergency Leave Donations ..... Error! Bookmark not defined.10

ARTICLE 4 - BENEFITS ..... Error! Bookmark not defined.11

    A. California Public Employee Retirement System (CalPERS) Error! Bookmark not defined.11

    B. Other Employee Paid Benefits ..... Error! Bookmark not defined.12

    C. Holidays ..... Error! Bookmark not defined.12

    D. Recording Expenses Incurred ..... Error! Bookmark not defined.13

    E. Educational Assistance Program ..... Error! Bookmark not defined.13

ARTICLE 5 - MANAGEMENT ..... Error! Bookmark not defined.15

    A. Performance Evaluations ..... Error! Bookmark not defined.15

    B. Employee Property ..... Error! Bookmark not defined.15

    C. Cell Phone Allowance / Stipend Policy ..... Error! Bookmark not defined.15

    D. Auto Allowance ..... Error! Bookmark not defined.16

ARTICLE 6 - STANDARDS OF CONDUCT ..... Error! Bookmark not defined.16

    E. Disciplinary Action ..... Error! Bookmark not defined.16

    F. Open-Door Policy / Grievance Process ..... Error! Bookmark not defined.17

1.	Appeal to Supervisor.....	<u>Error! Bookmark not defined.</u>	<u>17</u>
2.	Appeal to Manager (as applicable) .....	<u>Error! Bookmark not defined.</u>	<u>17</u>
3.	Appeal to Administrative Services Manager or Designee.....	<u>Error! Bookmark not defined.</u>	<u>18</u>
4.	Appeal to General Manager.....	<u>Error! Bookmark not defined.</u>	<u>18</u>
G.	Conflict of Interest; Gifts; Gratuities; Political Activity Policy.....	<u>Error! Bookmark not defined.</u>	<u>18</u>
	ARTICLE 7 – SEIU REPRESENTED EMPLOYEE DISCIPLINE .....		<u>76</u>
	ARTICLE 8 - WAGES.....	<u>Error! Bookmark not defined.</u>	<u>21</u>
H.	Payment of Wages.....	<u>Error! Bookmark not defined.</u>	<u>21</u>
I.	Unclaimed/Lost Paychecks .....	<u>Error! Bookmark not defined.</u>	<u>21</u>
J.	Overtime for Non-Exempt Employees .....	<u>Error! Bookmark not defined.</u>	<u>21</u>
K.	Call in to Work.....	<u>Error! Bookmark not defined.</u>	<u>22</u>
L.	Shift Differential Pay.....	<u>Error! Bookmark not defined.</u>	<u>22</u>
M.	Out of Class Assignments .....	<u>Error! Bookmark not defined.</u>	<u>22</u>
	ARTICLE 9 - SEPARATION FROM SERVICE /TERMINATION.....	<u>Error! Bookmark not defined.</u>	<u>23</u>
A.	Separation of Employment.....	<u>Error! Bookmark not defined.</u>	<u>23</u>
B.	Reductions in Workforce .....	<u>Error! Bookmark not defined.</u>	<u>24</u>
	ARTICLE 10 – GENERAL INFORMATION .....		<u>225</u>
A.	Scope .....		<u>225</u>
B.	Right to Revise .....		<u>326</u>
C.	Equal Employment Opportunity.....		<u>326</u>
	ARTICLE 11 – EMPLOYMENT INFORMATION .....		<u>527</u>
A.	Employment Categories .....		<u>527</u>
B.	Full Time Employees.....		<u>527</u>
C.	Part-Time Year-Round Employees (1,000+ hours/year) .....		<u>527</u>
D.	Part-Time Employees.....		<u>528</u>
E.	Exempt Employees .....		<u>628</u>
F.	Non- Exempt Employees.....		<u>628</u>
G.	Nepotism (Employment of Relatives) .....		<u>628</u>
1.	Definitions .....		<u>929</u>
2.	Prohibition Against Nepotism and Fraternalization .....		<u>1029</u>
3.	Enforcement of Policy .....		<u>1130</u>
4.	Procedure: Applicants.....		<u>1130</u>
5.	Current Employees .....		<u>1134</u>
6.	Violation of Policy.....		<u>1134</u>
	ARTICLE 12 – LEAVE OF ABSENCE.....		<u>1234</u>
A.	Jury Duty and Witness Leave.....		<u>2334</u>
B.	Time Off for Voting .....		<u>4232</u>
C.	Volunteer Civil Service Personnel .....		<u>4232</u>
D.	Workers’ Compensation .....		<u>4233</u>
E.	School Activities .....		<u>4434</u>
F.	Employee Literacy Assistance.....		<u>4535</u>
G.	Family Care and Medical Leave.....	<u>Error! Bookmark not defined.</u>	<u>35</u>
1.	Definitions .....	<u>Error! Bookmark not defined.</u>	<u>35</u>

2.	Reasons for Leave.....	<u>Error! Bookmark not defined.</u>	<u>36</u>
3.	Employees Eligible for Leave.....	<u>Error! Bookmark not defined.</u>	<u>36</u>
4.	Amount of Leave.....	<u>Error! Bookmark not defined.</u>	<u>36</u>
5.	Minimum Duration of Leave.....	<u>Error! Bookmark not defined.</u>	<u>36</u>
6.	Benefits While on Leave.....	<u>Error! Bookmark not defined.</u>	<u>37</u>
7.	Substitution of Paid Accrued Leaves.....	<u>Error! Bookmark not defined.</u>	<u>37</u>
8.	Employer's Right to Require Employee to Use Paid Accrued Leaves Concurrently with Family Leave.....	<u>Error! Bookmark not defined.</u>	<u>38</u>
9.	Employee Notice of Leave.....	<u>Error! Bookmark not defined.</u>	<u>38</u>
10.	Medical Certification.....	<u>Error! Bookmark not defined.</u>	<u>38</u>
11.	Intermittent Leave or Reduced Schedule Leave.....	<u>Error! Bookmark not defined.</u>	<u>39</u>
12.	Reinstatement on Return from Leave.....	<u>Error! Bookmark not defined.</u>	<u>39</u>
H.	Military Leave.....		<u>4540</u>
I.	Military Family Leave.....		<u>4540</u>
J.	Military Caregiver Leave.....		<u>4540</u>
K.	Qualifying Exigency Leave.....		<u>4544</u>
L.	Leave to Care for Covered Servicemember.....		<u>4544</u>
M.	Pregnancy Disability Leave.....	<u>Error! Bookmark not defined.</u>	<u>44</u>
1.	Certification from Health Care Provider:.....	<u>Error! Bookmark not defined.</u>	<u>44</u>
2.	Use of Sick Leave.....	<u>Error! Bookmark not defined.</u>	<u>42</u>
3.	Use of Additional Accrued Paid Leave.....	<u>Error! Bookmark not defined.</u>	<u>42</u>
4.	State Disability.....	<u>Error! Bookmark not defined.</u>	<u>42</u>
5.	Health Benefits During PDL Leave.....	<u>Error! Bookmark not defined.</u>	<u>42</u>
6.	PDL Concurrent with FMLA Leave.....	<u>Error! Bookmark not defined.</u>	<u>42</u>
7.	Return to Work.....	<u>Error! Bookmark not defined.</u>	<u>42</u>
8.	Seniority.....	<u>Error! Bookmark not defined.</u>	<u>43</u>
N.	Coordination of PDL with Family/Medical Leave.....	<u>Error! Bookmark not defined.</u>	<u>43</u>
O.	Victims of Domestic Violence, Sexual Assault or Crime Leave.....		<u>4643</u>
P.	Organ and Bone Marrow Donation Leave.....		<u>4644</u>
Q.	Sick Leave.....		<u>4644</u>
R.	Leave of Absence Without Pay.....	<u>Error! Bookmark not defined.</u>	<u>45</u>
S.	Reservation of Right by the District.....		<u>4745</u>
	ARTICLE 13 - BENEFITS.....		<u>4745</u>
A.	Federal Social Security Act.....		<u>4846</u>
B.	California Public Employee Retirement System (CalPERS).....		<u>4946</u>
C.	Deferred Compensation 457 Plan.....		<u>5046</u>
D.	Insurance Programs.....		<u>5146</u>
E.	Unemployment Insurance.....		<u>5247</u>
F.	Other Employee Paid Benefits.....		<u>5247</u>
G.	Employee and Family Discounts.....		<u>5247</u>
H.	Training Programs, Seminars, Conferences, Lectures, Meetings or Other Outside Activities.....		<u>5248</u>
I.	Compensation During Travel Away From the District.....		<u>5348</u>
J.	Educational Assistance Program.....		<u>5349</u>
K.	Americans With Disabilities Act.....		<u>5450</u>



ARTICLE 14 - MANAGEMENT .....	<u>Error! Bookmark not defined</u>	<u>54</u>
A. Names and Addresses; Emergency Contacts .....	<u>Error! Bookmark not defined</u>	<u>54</u>
B. Solicitation and Distribution of Literature .....	<u>Error! Bookmark not defined</u>	<u>54</u>
C. Smoking / Tobacco Products .....	<u>Error! Bookmark not defined</u>	<u>54</u>
D. Parking .....	<u>Error! Bookmark not defined</u>	<u>54</u>
E. Employer Property.....	<u>Error! Bookmark not defined</u>	<u>52</u>
F. Employee References .....	<u>Error! Bookmark not defined</u>	<u>52</u>
G. Personnel Files.....	<u>Error! Bookmark not defined</u>	<u>52</u>
ARTICLE 15 - STANDARDS OF CONDUCT .....		<u>5553</u>
A. Punctuality and Attendance.....		<u>5553</u>
B. Prohibited Conduct.....	<u>Error! Bookmark not defined</u>	<u>54</u>
C. Dress Code and Other Personal Standards .....		<u>5655</u>
D. Off-Duty Conduct.....	<u>Error! Bookmark not defined</u>	<u>56</u>
E. Professional Logo / Casual Attire .....		<u>5756</u>
F. Customer Relations .....		<u>5856</u>
G. Confidentiality.....		<u>5856</u>
H. Outside Business or Employment .....		<u>5957</u>
1. Definition:.....		<u>6057</u>
2. Procedures for Requesting Authorization for Outside Business or Employment:		<u>6158</u>
I. Conflicts of Interest.....		<u>6158</u>
1. Form 700 – Statement of Economic Interests .....		<u>6259</u>
3. Personal Use of District Contractors .....		<u>6359</u>
J. Acceptance of Gifts .....		<u>6360</u>
K. Public Records Act, Government Code §6253 .....		<u>6360</u>
L. Business Conduct and Ethics.....		<u>6360</u>
1. Conduct .....		<u>6360</u>
2. Dishonest Acts .....		<u>6460</u>
3. Abiding by the Law.....		<u>6464</u>
4. Conducting Non-District Business.....		<u>6464</u>
M. News Media Contacts .....		<u>6464</u>
N. Drug and Alcohol Abuse.....		<u>6464</u>
1. Policy .....		<u>6562</u>
2. Application .....		<u>6663</u>
3. Employee Responsibilities .....		<u>6764</u>
4. Management Responsibilities and Guidelines .....		<u>6764</u>
5. Physical Examination and Procedure .....		<u>6965</u>
6. Results of Drug and/or Alcohol Analysis .....		<u>6966</u>
7. Confidentiality .....		<u>7066</u>
O. Anti-Harassment, Discrimination, and Abusive Conduct Policy.....		<u>7067</u>
1. Harassment; Discrimination .....		<u>7167</u>
2. Sexual Harassment.....		<u>7168</u>
3. Mandatory Training.....		<u>7268</u>
4. Reporting and Investigating Complaints of Discrimination or Harassment.....		<u>7268</u>
5. Additional Resources .....		<u>7369</u>
6. Retaliation .....		<u>7369</u>

7.	Workplace Violence .....	<u>7470</u>
8.	Sexual Assault, Domestic Violence & Stalking .....	<u>7470</u>
9.	Abusive Conduct and Bullying .....	<u>7574</u>
ARTICLE 16 – WAGES; PAYROLL .....		<u>Error! Bookmark not defined.72</u>
A.	Work Schedules .....	<u>Error! Bookmark not defined.72</u>
B.	Alternative Work Schedule – 9/80 .....	<u>Error! Bookmark not defined.72</u>
C.	Timekeeping Requirements .....	<u>Error! Bookmark not defined.73</u>
D.	Administrative Pay Corrections .....	<u>Error! Bookmark not defined.73</u>
E.	Payment of Wages .....	<u>Error! Bookmark not defined.74</u>
F.	Payroll Records .....	<u>Error! Bookmark not defined.74</u>
G.	Unclaimed/Lost Paychecks .....	<u>Error! Bookmark not defined.74</u>
H.	Direct Deposit.....	<u>Error! Bookmark not defined.74</u>
I.	Pay for Mandatory Meetings / Training.....	<u>Error! Bookmark not defined.74</u>
J.	Overtime for Non-Exempt Employees .....	<u>Error! Bookmark not defined.75</u>
K.	Meal and Rest Periods .....	<u>Error! Bookmark not defined.75</u>
L.	Business Expense Reimbursement.....	<u>Error! Bookmark not defined.76</u>
M.	Advances .....	<u>Error! Bookmark not defined.76</u>
ARTICLE 17 - HEALTH AND SAFETY .....		<u>7676</u>
A.	Safety Policy.....	<u>8576</u>
B.	Safety Training .....	<u>8576</u>
B.	Heat Illness .....	<u>8677</u>
C.	Security/Workplace Violence.....	<u>8677</u>
D.	Recreational Activities and Programs.....	<u>8677</u>
E.	Inclement Weather/Natural Disasters.....	<u>8678</u>
1.	Inclement Weather.....	<u>8678</u>
2.	Natural Disasters .....	<u>8778</u>
F.	Ergonomics .....	<u>8778</u>
G.	Employees Who Are Required to Drive .....	<u>8778</u>
3.	District Vehicles .....	<u>8778</u>
4.	Private Vehicle Use.....	<u>8879</u>
H.	Use of Cell Phone While Driving .....	<u>8879</u>
INDEX .....		<u>8980</u>
EMPLOYEE COPY .....		<u>9184</u>

# ARTICLE 1 – GENERAL INFORMATION

## **A. Purpose and Intent**

The purpose of this ~~Employee Manual~~ Personnel Policy Manual (Policy Manual) is to establish a system of uniform and appropriate personnel policies and procedures which will provide the Pleasant Valley Recreation and Park District with a productive, efficient, stable and representative workforce by incorporating the following principles:

- Recruiting, selecting and advancing employees on the basis of their relative ability, education, training, knowledge, and skills relevant to the work to be performed and providing progressive employment programs which encourage and support employee development.
- Establishing and maintaining a uniform plan of classification and pay based upon the relative duties and responsibilities of positions.
- Assuring fair treatment of applicants and employees in all aspects of personnel administration without discrimination based on race, color, sex, age, religion, national origin, political affiliation, marital status, sexual orientation or disability with proper regard for their privacy and constitutional rights.
- Establishing ethical standards of conduct required of employees which will promote the proper operation.

## **B. Scope; Validity**

Except as stated herein, this Policy ~~Policy Manual~~ shall govern and affect personnel administration for all employees of the District, except for the following:

- Board of Directors of the District
- General Manager
- General Counsel
- Volunteer personnel who provide services to the District without receiving compensation (although such persons may receive reimbursement for actual expenses incurred in the service of the District); and
- Outside and independent contractors, engaged to provide expert, professional, technical or other services.

If any provision of this Policy Manual conflicts or is inconsistent with any applicable bargaining agreement or MOU, any local, State, or Federal law, the provisions of said bargaining agreement or MOU, any local, State, or Federal law shall apply over this Policy Manual.

This Policy Manual is not intended to and does not supersede any provision of applicable collective bargaining agreements to which the District is a party specifically, the Memorandum of Understanding (MOU). The Policy Manual shall also not supersede any local, State, or Federal statutes, rules, and/or regulations.

### C. Administration: Right to Revise

Except as provided by law, local regulation, or applicable bargaining agreement or MOU, this Policy Manual provides employment policies and practices of the District in effect at the time of publication. All previously issued manuals or handbooks and any inconsistent policy statements or memoranda distributed prior to this Policy Manual are superseded.

The General Manager is authorized to issue written administrative orders to establish procedures and practices for administration of the District personnel system and to interpret or clarify any provisions of the Policy Manual; subject to any meet and confer requirements under the Meyers Milias Brown Act (MMBA) for represented employees.

The District reserves the right to revise, modify, delete, or add to any and all policies, procedures, or work rules stated in this Policy Manual or in any other document. However, any such changes must be in writing and must be signed by the General Manager and approved by the Board of Directors of the District. Additionally, prior to the implementation of any such changes affecting represented employees, the District shall complete all meet and confer requirements under the MMBA, as applicable.

Any changes to this Policy Manual will be distributed in writing to all employees so that employees will be aware of the new policies or procedures. No oral statements, representations, or conduct can in any way alter the provisions of this Policy Manual.

### D. At-Will Employment Of Certain Employees

~~All~~ District personnel who are employed on an at-will basis ~~and~~ may be terminated with or without cause and with or without notice at any time by the District. Nothing in this Manual shall limit the right to terminate at-will employment of such employees. ~~No Superintendent, Manager, Supervisor, or employee of the District has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Board of Directors of Pleasant Valley Recreation and Park District have the authority to make any such agreement with the General Manager, which is binding only if it is in writing and signed by both parties. Except as otherwise provided by a written employment agreement, a bargaining agreement or MOU, or other applicable local, state, or federal law or order,~~

nothing in this Policy Manual creates a property right in, or an expectation of, continued employment at the District.

## **E. Equal Employment Opportunity**

The District is an equal opportunity employer and makes employment decisions on the basis of merit. District policy prohibits unlawful discrimination based on race, color, creed, gender, gender expression or identity, religion, marital status, registered domestic partner status, age, national origin or ancestry, pregnancy, childbirth or related medical conditions, physical or mental disability, medical condition including genetic characteristics, sexual orientation, gender identity or any other consideration made unlawful by Federal, State, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful and prohibited.

The District is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in District operations and prohibits unlawful discrimination by or against any employee of the District, including Supervisors and co-workers.

The primary objectives of this Policy are as follows:

- Ensure the recruiting, hiring and training for all job classifications are done without regard to sex, gender, race, creed, color, religion, class, disability, national origin, age, political or union affiliation, marital status, medical condition or sexual orientation.
- Ensure that employment decisions further the principle of Equal Employment Opportunity.
- Ensure that promotion decisions further the principle of Equal Employment Opportunity and that those criteria which are not discriminatory for promotions be used.
- Ensure that other personnel policies and procedures governing compensation, benefits, transfers, training, tuition assistance and recreation programs are administered without regard to sex, gender, race, creed, color, religion, class, disability, national origin, age, political or union affiliation, marital status, medical condition or sexual orientation.

# ARTICLE ~~211~~ – EMPLOYMENT INFORMATION

## A. Employment Categories

It is the intent of the District to clarify the definitions of employment and employment classifications in order to understand employment status and benefit eligibility. These classifications do not guarantee employment for any specific period of time and should not be deemed as any modification to the at-will nature of employment at the District as described above.

### 1. Full Time Employees

Regular full-time employees are those who are regularly scheduled to work and work 80 or more hours in a two-week period, or 2080 hours per calendar year. Full-time employees are eligible for District benefits. Regardless of assigned schedule, full-time employees shall be assigned to work a sufficient number of workdays and/or be credited with holidays, vacation, sick, and compensation leaves under Federal and State laws, to normally equal a total of two hundred sixty (260) workdays of either (8) hour periods per calendar year or two thousand eighty (2,080) hours.

### 2. Part-Time Year-Round Employees (1,000+ hours/year)

Part-time year-round employees who are classified to work over 1,000 hours per fiscal year may be eligible for pro-rated benefits as approved by the District. The intent of the District is that part-time year-round employees report a total of 1,560 hours per fiscal year and to not exceed 1,700 hours with the General Manager's approval. This will average out to 30 hours per week.

### 3. Part-Time Employees

Part-time employees are those who are scheduled on average 19 hours per week and do not exceed 960 hours per fiscal year, unless an additional 20 hours, for a total of 980 hours, have been approved by the General Manager. Part-time employees are not eligible for District benefits except as required by law.

Seasonal or temporary employees may be scheduled to work any number of hours per week with no regular schedule but may not work more than 960 hours per year fiscal year. Seasonal employees are typically hired for a particular seasonal need, no longer than a four (4) month period. They are not eligible for any District benefits except as required by law.

A Retired Annuitant (CalPERS retiree) who, without applying for Reinstatement from Retirement, returns to work for the District in a designated retired annuitant position has equal responsibility along with the District to ensure the potential employment is lawful. Without exception, the retired annuitant may work a maximum of 960 hours per fiscal year. Nonpaid or volunteer hours cannot be used in order to exceed 960 hours.

Employees who must work 20 hours per week must not do so for longer than a four (4) month period within a fiscal year.

#### 4. Exempt Employees

An exempt employee based on duties and responsibilities, does not fall under certain wage and time requirements of Federal and State regulations. An exempt employee does not receive overtime or compensatory time off. Exempt employees are required to record their hours worked on a timecard.

#### 5. Non- Exempt Employees

A nonexempt employee is one who is paid on the basis of hours worked per pay period and who receives compensation for overtime. Nonexempt employees are required to record their hours worked on a time clock and/or timecard. All employees, unless notified otherwise by management, are nonexempt.

#### 6. Represented Employees

A represented employee is represented by a union or bargaining representative and is covered under a bargaining agreement or MOU.

#### 7. Non-represented Employees

A non-represented employee is not represented by a union or bargaining representative and is not covered under a bargaining agreement or MOU.

#### 8. At-Will Employees

Except as otherwise stated in an employment agreement, bargaining agreement, or MOU, all employees of the District are employed on an at-will basis, which means they may be terminated with or without cause and with or without notice at any time by the District.

### B. ~~Introductory~~ Probationary Periods - New Hires & Promotional Appointments

The purpose of the probationary period is to train, observe and evaluate a non-at-will the employee. The probationary period for non-at-will employees is one (1) year for new employees, and six (6) months for promotional employees. During this time, ~~an~~the



non-at-will employee will learn their responsibilities and, get acquainted with fellow co-workers, and the ir-employerDistrict will determine whether or not they are satisfied with saidthe employee's performance. Their direct Supervisor will closely monitor their performance. The Supervisor will conduct a performance review at-prior to the conclusion of the 90-day introductoryprobationary period.

During the probationary period, the non-at-will employee may be terminated with or without cause. Any such action may be taken without notice and shall be without the right of appeal. If a promotional employee is rejected during the probationary period from a position to which the employee has been promoted, the employee shall be reinstated to a position in the class from which the employee was promoted, unless discharged for cause. If no vacancy exists in such position, the employee shall be placed on a re-employment list as provided in this Policy Manual.

Upon satisfactory completion of the probationary period, the non-at-will employee shall be considered as having satisfactorily demonstrated qualifications for the position, and shall be so informed in writing through his/her supervisor.

Non-at-will eEmployees within their introductoryprobationary period do not receive District benefits unless stated in this Policy Manual.

During the introductoryprobationary period, full time and part time year-round non-at-will employees are eligible for health insurance and, paid holidays upon hire date, and shall accrue vacation and sick time. H. After the 90-day introductory period, an employee may utilize their accrued vacation and sick timeowever, except for statutory sick leave which an employee may use after their 90<sup>th</sup> day of employment, the Throughout the introductory periodemployee they may not make use of any accrued leave including vacation, other sick leave, jury duty, bereavement, or-and any other special days during their probationary period.

At-will employees are not subject to a probationary period and may be terminated with or without cause and with or without notice at any time by the District. At-will employees are, instead, subject to a 90-day introductory period during which the employee is not eligible to receive District benefits unless stated in this Policy Manual. During the introductory period, at-will employees are eligible for health insurance and paid holidays upon hire date, and shall accrue vacation and sick time. Thereafter, upon the conclusion of the 90-day introductory period, they may make use of any accrued leave.

### C. Re-Hires

Former employees may be considered for rehire provided they left employment with the District in good standing and meet all qualifications of the current open position they are seeking. If they are rehired aftermore than 90 days after leaving District employment, they will not retain credit for length of service for the purpose of calculating vacation and sick leave accrual and anniversary awards.



If the length of time since the end of employment is greater than 30 days the persons under consideration for rehire will be required to complete a new drug, tuberculosis and alcohol screen, physical, references and fingerprint clearance.

Employees who are on any type of leave of absence, work-related or non-work-related, or after completing the work assignment for the season for which they were hired, will be placed on an inactive status. During the time the employee is on inactive status, benefits such as vacation and sick leave benefits by the District will not be earned or continued, and seniority will not continue to accrue. Health insurance will continue under certain circumstances as detailed in the Leaves of Absence policies.

#### **D. Work Schedules; Workweek**

The District Administration office is normally open for business between the hours of 8 a.m. and 5 p.m., Monday through Friday. Parks and facilities are available for rental as otherwise posted or in accordance with District's General Use Policy except with the permission of the General Manager or designee. Immediate Supervisors will assign individual work schedules. All employees are expected to be at their desks or work locations at the start of their scheduled shifts.

The standard workday for employees is eight (8) hours and the standard work week is forty (40) hours to be worked within five (5) consecutive days. A standard regular workday begins at 12:01 a.m. and ends at midnight 24 hours later. The workweek begins Saturday at 12:00 a.m. and ends Friday at 11:59 p.m. For payroll purposes, employees who are not working an Alternative Work Schedule will operate under the workweek described above.

#### **E. Alternative Work Schedule - 9/80**

The District offers employees in certain work units the opportunity to work an alternative workweek schedule (AWS) based upon the business needs of the District and its management. Employees who are offered the opportunity to work and do work an alternative work schedule are subject to the standards and requirements outlined below.

The 9/80 work schedule has the following requirements:

1. The schedule cannot impact the District's requirement to conduct business or adversely affect workflow.
2. Employees will be assigned to either the 9/80 or the regular 10/80 work schedule and adhere to it. Employees are entitled to revoke the agreement to the alternate work schedule in writing, however; they may not alternate back and forth between the schedules.

3. The Supervisor and the General Manager's approval is needed prior to the start of working a 9/80 work schedule. The 9/80 work ~~week day~~weekday off is designated by the Department Manager. The General Manager has the right to designate which day is appropriate for the needs of the District. Once the regular day off is established, it will be considered the regular day off and employees may not switch the day and/or shifts.
4. If a meeting is scheduled on a regular 9/80 work ~~week day~~weekday off, employees are still required to attend the meeting unless excused by a Supervisor, Manager or the General Manager. Employees will be paid for this working time, including overtime pay if applicable. Exempt employees will not be compensated.
5. For purposes of the Fair Labor Standards Act, the alternate workweek schedule (9/80) shall begin at 12:00 p.m. on the day in which the employee has a scheduled day off and shall end at 11:59 a.m. seven days later on the same day of the following workweek.

## **D.F. Nepotism (Employment of Relatives)**

The purpose of this Nepotism policy is to ensure that the hiring and supervision of employees within the District are conducted in a manner which enhances the public's confidence in the District and prevents situations that may have an adverse impact on the District or give the impression of preferential treatment, improper influence, or conflict of interest.

### **1. Definitions**

The following definitions apply to this policy

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

"Fraternalization" means a romantic and/or sexual relationship between a Supervisor and subordinate employee within the direct chain of command or same Department.

"Nepotism" means as the practice of an employee using personal influence or power, because of a familial relationship, to aid or hinder another person in securing employment, promotion or other benefit.

"Relative" means immediately family member or spouse, domestic partner, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by blood, marriage or domestic partnership, or other legal action.

“Spouse” means two persons who have a valid marriage or two people who are registered domestic partners, as that term defined by California law, Family Code Section 297, et seq.

“Supervisory relationship” means one in which one employee exercises the right to control, direct, reward, or discipline another employee by virtue of the duties and responsibilities assigned to him or her.

## 2. Prohibition Against Nepotism and Fraternization

It is the intent of the District not to discriminate in its employment or personnel actions with respect to employees and applicants on the basis of marital or familial status. A relative or a person with whom an employee shares a romantic and/or sexual relationship will be considered for employment, promotion, or transfer, provided the person:

- Has made an application in accordance with established procedure;
- Has been considered in accordance with established procedure;
- Possesses the necessary qualifications; and
- Is considered to be the most suitable candidate.

When a relative or a person with whom an employee is engaged in a romantic and/or sexual relationship is being considered for employment, promotion, or transfer, the employee shall have no involvement in the recruitment, employment, promotion, or transfer of the person, either directly or indirectly, nor shall that employee take any action that would directly or indirectly impact the employment of the relative or individual with whom there exists a romantic and/or sexual relationship.

An appointing authority shall not appoint, promote, or transfer a person to a position within the same Department in which the person’s relative or individual with whom there exists a romantic and/or sexual relationship already holds a position, when such employment will result in the any of the following:

- A direct or indirect supervisory relationship.
- The two employees handling financial transactions together.
- The two employees having regular job duties which require performance of shared duties or the same or related work assignment;
- The two employees having the same immediate Supervisor;

- An actual or perceived conflict of interest or having an adverse impact on supervision, safety, security, morale, or efficiency of the workplace that cannot be adequately mitigated.

### 3. Enforcement of Policy

If two employees who work in the same Department become relatives or romantically and/or sexually involved, and one of the conditions sets forth above applies, the Administrative Services Department has discretion to transfer one of the employees to a similar vacant position of comparable pay and duties in another Department. The employee must meet the qualifications of the vacant position. Although the wishes of the employees in question will be given consideration, the Department retains sole discretion to determine which employee is to be transferred based upon District needs, operations, or efficiency.

If continuing employment of both employees cannot be accommodated in a manner the Department finds to be consistent with the District's interest in the promotion of safety, security, morale and efficiency, then the Department retains sole discretion to separate one employee from District employment. Absent the resignation of one employee, the less senior employee will be separated.

### 4. Procedure: Applicants

In implementing this policy, the District's employment application and promotion process shall ask candidates to disclose their relative and/or relationship status to a District employee. Such information shall not be used as a basis for employment decision other than those stated in this policy.

### 5. Current Employees

Where two relatives or persons who have a romantic and/or sexual relationship are working in the same Department or within the direct chain of command at the time this policy is adopted, the relationship shall not be deemed a violation of this policy. This waiver, however, may not be used as a basis for further exceptions subsequent to the effective date of this policy. All current employees, at the time this policy is adopted, shall disclose whether they have a relative or person with whom they are romantically involved within the Department or direct chain of command in which they are employed. Failure to disclose such relationship may be a cause for discipline, up to and including termination, as set forth in this policy.

### 6. Violation of Policy

If a conflict of interest or other threat to the efficient operation of the District should develop, it is the duty of the involved employees to immediately notify the applicable Department [Head](#) and [Administrative Services Department Human Resources Specialist](#). The District reserves the right to reasonably investigate the situation to determine whether

a violation of this policy exists and therefore threatens the working conditions at the District. If the District determines that the proscribed violation of this policy exists, remedial and/or disciplinary measures, including but not limited to a transfer, re-assignment, or dismissal, shall be utilized to mitigate issues that arise relevant to the enforcement of this policy.

## ARTICLE 314 - MANAGEMENT

### **A. Names and Addresses; Emergency Contacts**

The District is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the District in the event of a name or address change. Employees must also provide the District with at least two current emergency contacts.

### **B. Performance Evaluations**

Each employee will receive periodic performance reviews conducted by his or her Supervisor. The first performance evaluation should take place approximately after the first 90 days. Subsequent performance evaluations will be conducted annually (during the anniversary month of the employee's employment with the District, or month of last promotion). The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. The Administrative Services Department will monitor upcoming dates of performance evaluations and will notify Supervisors of performance evaluations to be conducted.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. It is important to remember that increases are not granted automatically and that each job classification is assigned a salary range. Salary increases and promotions are solely within the discretion of the District and depend upon many factors in addition to performance. After the review, the employee will be required to sign the evaluation report simply to acknowledge that it has been presented, discussed with their Supervisor, and that they are aware of its contents.

### **~~C. Solicitation and Distribution of Literature~~**

~~In order to ensure efficient operation of the District's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on District property. The District has enacted the below rules applicable to all~~

~~employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules. Any employee who is in doubt concerning the application of these rules should consult with the General Manager or designee.~~

~~Employees may be allowed to use breakrooms or other designated common areas to solicit or promote support for organizations. Material may not be advertised for longer than a two week period.~~

~~No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.~~

~~No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees to whom such activity is directed. Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on District property.~~

#### **D.C. Smoking / Tobacco Products**

~~There is n~~No smoking of any kind on District property, ~~including to include all any~~ tobacco-related products, all forms of electronic smoking devices, and other vaporizing products.

#### **E.D. Parking**

Reasonable accommodations are made for employees to park their personal vehicles on District property during the employee's work shift. In some areas, due to customer use and clientele, employees are required to park off-site or in the clearly signed and designated employee parking areas. The District is not responsible for any loss or damage to employee vehicles or contents while parked on District property. Employees are responsible for obeying all traffic and civil laws in regard to parking, i.e. handicap stalls, red and/or yellow zones.

#### **F.E. Employer Property**

Lockers, desks, file cabinets, computers, cell phones, office equipment, and vehicles are District property and must be maintained according to District rules and regulations. They must be kept clean and are to be used only for work-related purposes. The District reserves the right to inspect all District property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

No personal locks may be used on District provided lockers unless the employee furnishes a copy of the key or the combination to the lock. Unauthorized use of a personal lock by an employee may result in losing the right to use a District locker.

The District may periodically need to assign and/or change “passwords” and personal codes for voice mail, e-mail, computer, alarms, and other equipment. These communication technologies and related storage media and databases are to be used only for District business and they remain the property of the District. The District reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Employees do not have a right of privacy in District telecommunication and computer systems, including, but not limited to, voicemail, e-mails, computer data, passwords and District property.

For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee’s prior consent, upon reasonable suspicion of unauthorized possession of District property or possession of unlawful materials. Employees who do not wish to subject their property to search should not bring it onto District premises.

Terminated employees are responsible for returning all-District property in good or same condition it was originally received. All personal items should be removed at the time they leave employment with the District. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee’s termination.

### **G.F. Employee Property**

An employee’s personal property brought onto District premises, including but not limited to packages, purses, backpacks and vehicles, may be inspected upon reasonable suspicion of unauthorized possession of District property or possession of unlawful materials. Employees who do not wish to subject their property to search should not bring it onto District premises.

### **H.G. Employee References**

All requests for references must be directed to the General Manager or designee. No other Supervisor, coordinator, specialist, lead worker, or employee is authorized to release any type of references for current or former employees.

### **I.H. Personnel Files**

The Administrative Services Department shall maintain a central personnel file for each employee indicating the employee’s name, original application for employment, title of position, the department assigned, salary, changes in employment status, performance evaluations, disciplinary documents, and such other information as may be considered pertinent by the Department.



Upon request of the employee, an employee may place documents in the employee's respective personnel files that commend his/her job performance with the District or demonstrates educational attainment.

Disclosures of personnel information to third parties except as authorized by State or Federal law or as duly authorized in writing by the employee is prohibited. To the maximum extent possible, no direct information contained in the personnel files shall be disclosed concerning any current or former employee, without the employee's consent, other than the employee's job title, inclusive dates of employment, work location, salary, work phone number, departmental assignment and the nature of separation, resignation, or termination to any person other than the General Manager or designee, General Counsel, Special Legal counsel, the employee's Supervisor, or their designated representatives. An employee or former employee may authorize access the disclosure of information from their file only when written permission is provided to the Administrative Services Department.

Nothing herein shall prohibit the District from keeping or placing documents in an observation folder for the purpose of investigating alleged criminal conduct, to process complaints under the anti-discrimination policies, or complaints from the public. For the purpose of this Section, an observation folder shall not be considered a personnel file, and an employee or the employee's designated representative shall not have access to observation folders nor receive copies of documents placed in such folder.

It is the employee's responsibility to notify the Administrative Services Department of any changes in the employee's address, phone number, marital status, dependent status, name change, training certificates, emergency contact, driving status/record, criminal convictions, or other pertinent information.

Personnel records may be destroyed according the State of California records retention guidelines, and/or five (5) years after the date of resignation or termination, or in accordance with any provision of the District's system for destruction of public records, and in accordance with other applicable laws.

## **J.L. Cell Phone Allowance / Stipend Policy**

Full time and part time year-round employees whose job duties include the requirement and frequent need for a cell phone will receive extra compensation, in the form of a cell phone allowance/stipend, to cover business related costs.

- \$30.00 per pay period given to management and other exempt staff with the expectation that these employees will answer phone calls and respond to urgent emails after hours.
- \$21.00 per pay period given to employees in a Supervisory/lead worker capacity with the expectation that these employees will receive emergency calls from staff after hours.



- \$14.00 per pay period given to staff members who may be away from their desks or not provided a landline for extended business hours.

It is the intent of the District not to provide District owned cell phones. However, should a department need to have a District owned cell phone, which would be shared by staff in that department, the cell phone shall be used for District business only. Personal use is prohibited on all District owned cell phones. If personal use occurs, disciplinary measures will be implemented. The District may provide On-Call / Call Out cell phones to be used per this section.

Employees receiving an allowance/stipend should consult with either the Administrative Services Department or the designee prior to purchasing a phone to ensure compatibility with District systems. The employee must maintain an active contract.

If an employee has an active contract and is receiving the allowance/stipend and their cell phone is damaged and/or destroyed in the course of business, the District does not reimburse the employee for replacement of the same or similar device. Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse and will result in immediate termination of the cell phone allowance/stipend. The District does not accept any liability for charges or disputes between the service provider and the employee. If prior to the end of the cell phone contract period, an employee decides to cancel the contract, or misconduct or misuse occurs, the employee will be responsible for any fees charged by the provider.

### **K.J. Auto Allowance**

Employees may be provided an auto allowance at the discretion of the General Manager and based on their average mileage in a six (6) month period. Employees with an auto allowance may be reviewed every two years or as needed.

### **K. Lactation Accommodation**

The District will provide reasonable lactation accommodation for employees who wish to express breast milk for their infant when they return to work. Employees may use paid rest break times provided by the District. The District will provide a private place to express milk in close proximity to the employee's work area, or the employee's normal work area may be used if it allows privacy

## **ARTICLE 416 – WAGES; PAYROLL**

### **A. Work Schedules**

The District Administration office is normally open for business between the hours of 8 a.m. and 5 p.m., Monday through Friday. Parks and facilities are available for rental

~~as otherwise posted or in accordance with District's General Use Policy except with the permission of the General Manager or designee. Immediate Supervisors will assign individual work schedules. All employees are expected to be at their desks or work locations at the start of their scheduled shifts.~~

~~For payroll purposes, employees who are not working an Alternative Work Schedule will operate under a workweek which begins at 12:01 a.m. Saturday and ends at midnight on Friday.~~

## **~~B. Alternative Work Schedule – 9/80~~**

~~The District offers employees in certain work units the opportunity to work an alternative workweek schedule (AWS) based upon the business needs of the District and its management. Employees who are offered the opportunity to work and do work an alternative work schedule are subject to the standards and requirements outlined below.~~

~~The 9/80 work schedule has the following requirements:~~

- ~~1. The schedule cannot impact the District's requirement to conduct business or adversely affect workflow.~~
- ~~2. Employees will be assigned to either the 9/80 or the regular 10/80 work schedule and adhere to it. Employees are entitled to revoke the agreement to the alternate work schedule in writing, however; they may not alternate back and forth between the schedules.~~
- ~~3. The Supervisor and the General Manager's approval is needed prior to the start of working a 9/80 work schedule. The 9/80 work week day off is designated by the Department Manager. The General Manager has the right to designate which day is appropriate for the needs of the District. Once the regular day off is established, it will be considered the regular day off and employees may not switch the day and/or shifts.~~
- ~~4. If a meeting is scheduled on a regular 9/80 work week day off, employees are still required to attend the meeting unless excused by a Supervisor, Manager or the General Manager. Employees will be paid for this working time, including overtime pay if applicable. Exempt employees will not be compensated.~~
- ~~5. The alternate workweek schedule (9/80) shall begin at 12:00 a.m. on the first day of the pay cycle and shall end at 11:59 p.m. on the 14th day of the same pay cycle.~~

## C.A. Timekeeping Requirements

Accurately recording time worked and submitting a timecard when it is due is the employee's responsibility. Federal and State laws require the District to keep an accurate record of time worked in order to calculate employee pay and benefits on the appropriate pay day. Time worked is the time actually spent on the job performing assigned duties.

On a daily basis non-exempt employees should accurately record the time they work. Non-exempt employees may not begin work more than five minutes before the start of their shift or stop working more than five minutes after the end of their shift without prior authorization from their Supervisor. Time cards for non-exempt employees are submitted to Supervisors or other designated staff on the last Friday of the pay period.

In order to track vacation and sick time, and as a tool for Management to evaluate performance, exempt employees must complete a timecard and submit to the General Manager or Department Head on the last Friday of each pay period. The report should reflect the days worked and the hours of leave (and the type of leave) used during the pay period.

It is the employee's responsibility to sign their ~~time card~~timecard and to verify the accuracy of all time recorded. Supervisors will review and sign the ~~time card~~timecard before submitting it to Accounting for processing. As designated by the Department Supervisor, Supervisory staff will review the ~~time card~~timecard(s) for errors, initial and submit to the Supervisor for submission to Accounting. **All-Written** timecards must be completed in Blue or Black Ink only, **and -Aa**ny handwritten marks or changes on the timecard must be initialed by the employee and a Supervisor (~~w. Whiteout is not to be used on timecards.~~) **Electronically submitted timecards will also be accepted.** Altering, falsifying, or tampering with time records, punching in/out or recording time on another employee's time record (even with that employee's permission) is prohibited. Violation of this rule may result in disciplinary action, up to and including termination.

Any errors on a timecard should be reported immediately to a Supervisor/Crew Lead.

## D.B. Administrative Pay Corrections

It is District policy and practice to accurately compensate employees and to do so in compliance with all applicable Federal and State laws. To ensure proper payment for all time worked and that no improper deductions are made, information should be recorded correctly of all work time and paychecks reviewed promptly to identify and to report all errors. In the unlikely event that there is an error in the amount of pay, or in the calculation of accrued vacation or sick leave, or if there is an unauthorized deduction made, the employee should promptly bring the discrepancy to the attention of the Administrative Services Department staff so the correction can be made as quickly as possible. Once underpayments/overpayments are identified, they will be corrected in the

next paycheck. If this presents a financial burden to the employee, a manual paycheck may be written as soon as possible.

### **E.C. Payment of Wages**

Paychecks are normally available by 4 p.m. every other Thursday at the Administration Office as outlined on the District's payroll schedule. Paychecks will be mailed to the current mailing address on file; paychecks will not be available for pick up.

### **F.D. Payroll Records**

Employees may receive copies of their payroll records within twenty-one (21) days of making a request to the Administrative Services Department to do so. Employees will be charged for the cost of making copies.

### **G.E. Unclaimed/Lost Paychecks**

Checks lost or otherwise missing should be reported immediately to Accounting so that a "stop payment" order may be initiated. Management will determine when, and if, a new check should be issued to replace a lost or missing check.

### **H.F. Direct Deposit**

The District encourages automatic payroll deposit for employees. To begin automatic payroll deposit, the correct form must be completed and returned to the Administrative Services Department at least 10 days before the pay period begins.

To stop automatic payroll deposit, complete the form available from the Administrative Services Department and return it at least 10 days before the pay period.

### **I.G. Pay for Mandatory Meetings / Training**

The District will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

- a. Attendance is mandatory;
- b. The meeting, course, or lecture is directly related to the employee's job;
- c. The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by his or her Supervisor;
- d. Employees who attend meetings, lectures or training programs will be compensated at their regular rate of pay;

- e. Any worked hours in excess of 40 hours in a week will be paid at the applicable overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

### **J.H. Overtime for Non-Exempt Employees**

Employees may be required to work overtime as business necessities arise. For all non-emergency needs, the District will provide as much advance notice as possible to the employee of the need to work overtime as applicable with Federal and State laws. The District will attempt to distribute overtime evenly. All overtime work must be previously authorized by a Supervisor. The District provides compensation for all overtime hours worked by non-exempt employees in accordance with Federal law as follows:

All hours worked in excess of regularly scheduled hours in one workweek will be treated as overtime. A standard regular workday begins at 12:01 a.m. and ends at midnight 24 hours later. Except for those employees who work the alternate work schedule (9/80), the workweek begins Saturday at 12:00~~4~~ a.m. and ends Friday at 11:59 p.m. For those employees who work the alternate work schedule (9/80), the workweek begins at 12:00 p.m. on the day in which the employee has a scheduled day off and ends at 11:59 a.m. seven days later on the same day of the following workweek. Compensation for actual hours worked in excess of 40 worked hours for the workweek shall be paid in accordance with applicable law.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

### **K.I. Meal and Rest Periods**

Non-exempt employees that work more than five or more hours per day are required to take an unpaid meal period, which must commence before the end of the fifth hour of work. All employees are provided with a 60-minute meal period to be taken approximately in the middle of the workday. However, if scheduled to work no more than six hours during the workday, they can choose to waive their meal period by signing a voluntary written waiver, to skip the meal and go home earlier. This waiver must be in writing and voluntarily signed by the employee, and is available from the Administrative Services Department.

Employees wishing to take a 30-minute meal break may do so in lieu of a standard 1-hour meal period with the prior approval from a Supervisor to adjust their work schedule to deduct the 30 minutes they are not taking for a meal break. Meal periods are scheduled by the immediate Supervisor and may not be taken at the beginning or the end of a workday or added to a break. Employees may leave the premises during their meal period.

Employees are allowed a 15-minute rest period for every four hours of work or major portion thereof; 15-minute breaks are paid by the District and do not need to be recorded on timecards. Supervisors will schedule rest periods.

It is expected that employees observe their assigned working hours and the time allowed for meal and rest periods. Rest periods may not be longer than 15 minutes and they must take place on the premises.

## L. Call in to Work

The District will pay a minimum of two hours of designated pay to employees who are contacted by and required by their immediate Supervisor or Crew Lead to report to work on a day other than their normally scheduled workday or after their normal workday has ended. This may involve emergency situations.

## M. Shift Differential Pay

The District's normal business hours range between 6:00 am to 10:00 pm, Saturday through Friday. The District shall pay full time employees a shift differential of two-and-one half percent (2½%) for hours worked between 8:00 pm and 6:00 am.

## N. Out of Class Assignments

If it is necessary to specifically assign in writing an employee all of the significant duties of a higher classification for more than 16 consecutive working days ~~or more~~ (128 regular hours) in duration, the employee so assigned shall be compensated at the minimum rate established for the higher class or 5% above the employee's regular base rate of pay, whichever is greater, with pay effective upon the date of the change of assignment. Under no circumstances shall the employee receive an amount greater than the maximum step of the higher class.

This policy shall apply in temporary situations due to:

- The extended leave or other temporary absence of the employee in the higher classification;
- A vacant ~~Or if the~~ position to be filled ~~is vacant~~ and there is no valid eligibility list for the classification. In this case, if the Division Head has initiated procedures to fill the vacancy, he/she may assign an employee to fill that position on a temporary basis not to exceed 60 days. If an eligibility list exists for the vacant position, the Division Head may appoint an employee from the eligibility list at the earliest possible date;
- Performing a specified work assignment for a short period of time. Examples of work assignments may include insecticide application.

No regular positions shall be filled by out-of-class appointees for a period longer than 60 days, except when due to special circumstances such as extended leaves of absence or in cases of emergencies approved by the ~~Administrative Services~~General Manager.

Individuals hired specifically to temporarily fill a position vacancy due to illness, vacation, etc. are also excluded from working out-of-class.

Individuals appointed to work out-of-class must meet minimum qualifications of the higher classification, must be capable of handling major duties of the higher-level classification without any more supervision than another would in the same job.

The mere performance of certain portions of the higher position or only performing the less difficult parts until the position is filled does not constitute working out-of-class.

When an employee is assigned to work in a higher-level classification that entails moving the employee into a different classification other than that which is his/her regular classification, the said employee shall not receive a change in his/her benefits. Similarly, a part time non-exempt employee temporarily filling a regular full-time position shall receive no benefits nor shall he/she be subject to retirement system payments.

While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular assignment.

At the time an employee returns to his/her regular assigned position, his/her salary should reflect the same salary rate he/she had previously, with any merit or salary adjustments added as appropriate. At any time during the out-of-class appointment, an employee may be removed from the appointment. Out-of-class appointments may not be made in excess of authorized budgeted funds without approval of the General Manager.

~~Performing a specified work assignment for a short period of time. Examples of work assignments may include insecticide application.~~

The District will not pay employees who report to work but are unable to work due to the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond the District's power to control.

### **L.J. Business Expense Reimbursement**

The District reimburses employees for business expenses two times each month when accounts payable checks are processed. These are the opposite weeks of payroll processing. Employees who have incurred business expenses must submit required receipts and the appropriate form to the Administrative Services Department staff no later



than three days before the Monday of the accounts payable processing week. All reimbursable expenses must be submitted within 30 days of time incurred.

Personal and/or vacation travel may be combined with business travel, provided there is no additional cost to the District, and it meets with the approval of the General Manager. The District credit cards are not to be used for personal expenses.

### **M.K. Advances**

The District does not permit advances against paychecks or against un-accrued vacation or sick leave.

## **ARTICLE ~~512~~ – LEAVE OF ABSENCE**

The District may grant leaves of absence to employees in certain circumstances and as applicable with Federal and State labor laws and regulations. Prompt notice of any change in anticipated return date is requested. Failure to return to work as scheduled at the end of a leave may be considered abandonment of employment and voluntary resignation by the employee to the extent permitted by law.

Employees who report less than their regularly scheduled hours due to a leave of absence or other time off will accrue leave on a prorated basis.

Employees should contact the Administrative Services Manager or designee for further information.

### **A. Vacation**

The District supports and encourages the use of vacation to provide opportunities for rest, relaxation, and personal pursuits. Vacation time off with pay is available to all regular full time and part time year-round employees. Active service commences with an employee's first day of work and continues thereafter unless broken by an extended period of leave, including absence without pay, a paid leave of absence, or termination of employment. Actual accrued vacation time must be sufficient to cover any requested vacation time off before it can be taken, and vacation leave will not be advanced or paid in lieu of taking actual time off.

It is the mutual responsibility of the employee and his/her Supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee's maximum hours have been reached. If accrued but unused vacation leave reaches the maximum, vacation leave shall cease to accrue until such time as leave falls below the maximum accrual limit.

For each pay period vacation will accrue in accordance with the following schedule, subject to the accrual limitations and policies.



FULL TIME			
Years of Service	Accrual Rate Per Pay Period	Accrual Hours per Year	Max Accrual Cap (Annual Hours)
0-5 Years	3.08	80	160
6-8 Years	3.85	100	200
9-12 Years	4.62	120	240
13-15 Years	5.38	140	280
15(+) Years	6.15	160	320
PART TIME YEAR-ROUND			
Years of Service	Accrual Rate Per Pay Period	Accrual Hours per Year	Max Accrual Cap (Annual Hours)
0-5 Years	2.31	60	80
6-8 Years	2.89	75	100
9-12 Years	3.47	90	120
13-15 Years	4.04	105	140
15(+) Years	4.61	120	160

Vacation begins to accrue the first payroll period of employment but, no accrued vacation time may be used by new or rehired employees until completion of 90 days of continuous service. Leave may be used in increments of one (1) hour or more. Exempt employees absent for three (3) hours or more in a workday will have the corresponding amount of time deducted from their accrued vacation or one of the other appropriate leave types.

Current accrued vacation is reflected on pay stubs. If an error has been made on an employee's vacation accrual, it should be immediately reported to payroll for a correction or explanation.

Supervisors shall respond to a written request for vacation within five (5) business days from the date in which the employee provides their direct Supervisor the request. Upon the request of the employee, the Supervisor shall confirm, in writing, the granting or denial of the request with the reason for the denial. The District will attempt to accommodate each vacation request; however; the District reserves the right to deny employee vacations if required by business necessity. Vacation schedules should be coordinated a minimum of two (2) weeks in advance and approved by a Supervisor.

Seniority and annual rotation may be taken into consideration when resolving schedule conflicts. The General Manager will make final determinations on disputes over time off requests.

An employee whose employment terminates (including employees in their introductory period) will be paid for accrued unused vacation days.

## B. Management Leave

It is recognized that exempt employees will work additional hours as needed to meet the demands of their position without receiving additional compensation for such hours. The District allows regular exempt employees the ability to accrue twenty (20) hours of additional management leave per quarter to be used at the employees' discretion with the General Manager's or Department Manager's approval.

The 20 hours will be accrued the first pay dates in January, April, July and October. The maximum accrual cap is 20 hours per quarter, and quarterly accruals will be reduced by balance carried over from the previous quarter, not to exceed earnings of 80 hours annually.

Exempt employees are required to perform a minimum of ~~four-five~~ (54) hours of work per day; if less than ~~four-five~~ (54) hours of work per day is performed it is expected that the employee record their time not worked as management leave or one of the other appropriate leave types. If the exempt employee works anything other than their normal work day it is expected that they receive approval from the General Manager or designee, and such hours worked shall be reflected on a timecard.

## C. Compensatory Time Off

Full Time employees may accrue compensatory time off hours in lieu of being paid overtime for all worked overtime hours, with approval of their Supervisor. Compensatory time off is accrued at one- and one-half times the regular pay rate of the employee. Approval to work compensatory time must be approved by a Supervisor prior to working. The District has a cap of 80 hours on accrued compensatory balances. No additional compensatory time may be accrued until such hours fall below the maximum allowable accumulation. Employees who cannot accrue additional compensatory time off will be paid for overtime as required by law.

In the event that an employee is promoted, all compensatory time will be paid to the employee on the final paycheck of their previous position.

The granting, recording, and taking of compensatory time off shall be in accordance with established vacation/time off procedures.

## D. Sick Leave

Sick leave is a benefit that full time and part time year-round employees accumulate in order to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to obtain medical assistance or recover from illness or injury or other reasons allowed by law. Sick leave is not for "personal" time off or other absences.

Sick Leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member or for an employee who is a victim of domestic violence, sexual assault, or stalking, as provided below. For the purpose of this section, an employee's "family member" includes: (i) a spouse; (ii) a registered domestic partner; (iii) regardless of age or dependency status, a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; (iv) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (v) a grandparent; (vi) a grandchild; or (vii) a sibling. Accrued sick leave may be used in increments of one-quarter (1/4) hour increments or more.

In cases of diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's family member, up to one-half of the employee's sick leave accrual for the year (up to 48 hours) can be used to attend to a family member. Additional family sick leave usage for special circumstances may be granted on a case-by-case basis in the discretion of the General Manager.

In cases of an employee who is a victim of domestic violence, sexual assault, or stalking, the employee may use sick leave to obtain any relief or services related to being such a victim, including but not limited to: (i) a temporary restraining order; (ii) other injunctive relief to help ensure the health, safety or welfare of themselves or their children; (iii) seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking; (iv) obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; (v) obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking; (vi) participation in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. The District shall require certification for use of sick leave for unscheduled absences under this subparagraph ~~C~~.

Except as stated in any bargaining agreement, MOU, or other local policy providing for a higher accrual rate of sick leave, employees shall be entitled to accrue sick leave at the rates stated herein.

## 1. Full Time Employees Sick Leave Accrual

Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis.

Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. Leave will accrue at a prorated rate if any part of the leave becomes unpaid. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.

## 2. Part-Time Year-Round Employees Sick Leave Accrual

Employees in this classification will receive twenty-four (24) hours of sick leave upon completion of six pay periods (84 calendar days). Beginning the seventh pay period employees will accrue sick leave at 2.76 hours per pay period.

Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. Leave will accrue at a prorated rate if any part of the leave becomes unpaid. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.

## 3. Temporary or Seasonal and/or Part Time Restricted Employees Sick Leave Accrual

Temporary or Seasonal Employees shall receive twenty-four (24) hours of sick leave upon completion of six pay periods (84 calendar days). Beginning their second year of employment the employee will receive an additional twenty-four (24) hours, not to exceed a cumulative total of forty-eight (48) hours.

## 4. Charge for Sick Leave

If an employee performs his/her duties for part of a working day, he/she shall be credited with those hours worked and charged sick leave only for those hours not worked for reason of illness or injury. Sick leave must be used in one-quarter (1/4) hour increments. Sick leave can only be charged to days the employee was scheduled to work.

## 5. Proof of Illness

A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness of three (3) consecutive days or more.

## 6. Notice of Sickness

The Department Manager or designee must be notified not later than one hour prior to the start of the employee's scheduled tour of duty. It is the responsibility of the employee to keep the Department Manager or designee informed as to the continued absence beyond the first day. If the need for leave is unforeseeable, the employee shall provide notice as soon as possible

## 7. Cash Value upon Termination

Accumulated sick leave shall have no cash value for any employee who terminates for any reason prior to the completion of five (5) years of service with the District. Employees who terminate after the completion of five (5) years of employment shall be compensated at the rate of twenty five percent (25%) and limited to 500 hours, and eEmployees with 10 years and over of service will be compensated at a rate of fifty

percent (50%) and limited to 1,000 hours. The cash value compensation is based upon salary in effect at the time of Termination.

## 8. Value upon Retirement

Upon retirement, accumulated sick leave will be converted to retirement benefit credits, with no cash value, in accordance with terms and conditions of the District contract with the Public Employees' Retirement Systems (PERS).

### Sick Leave

Sick leave is a benefit that employees accumulate in order to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to obtain medical assistance or recover from illness or injury or other reasons allowed by law. Sick leave is not for "personal" time off or other absences.

Except as stated in any bargaining agreement or other local policy providing for a higher accrual rate of sick leave, employees shall be entitled to receive twenty four (24) hours of sick leave upon completion of six (6) pay periods (84) calendar days.

Sick Leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member or for an employee who is a victim of domestic violence, sexual assault, or stalking, as provided below. For the purpose of this section, an employee's "family member" includes: (i) a spouse; (ii) a registered domestic partner; (iii) regardless of age or dependency status, a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; (iv) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (v) a grandparent; (vi) a grandchild; or (vii) a sibling. Accrued sick leave may be used in increments of 1 hour or more.

In cases of an employee who is a victim of domestic violence, sexual assault, or stalking, the employee may use sick leave to obtain any relief or services related to being such a victim, including but not limited to: (i) a temporary restraining order; (ii) other injunctive relief to help ensure the health, safety or welfare of themselves or their children; (iii) seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking; (iv) obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; (v) obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking; (vi) participation in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

## E. Family Care and Medical Leave

The District will provide family and medical care leave for eligible employees, as required by State and Federal law, including leaves under the federal Family and Medical Leave Act (FMLA) (which includes Military Caregiver Leave, also known as Covered Service Member Leave), the California Family Rights Act (CFRA), and the Paid Family Care Leave Act (PFCLA). An individual who is entitled to leave under the FMLA and the CFRA may take Family Temporary Disability Insurance (FTDI) leave concurrently with leave taken under the FMLA and the CFRA.

### 1. Definitions

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

“Child” means, under FMLA, a child under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. Under CFRA, there is no age limitation or requirement. An employee’s child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, or foster child, a step-child, a legal ward, a son or daughter of a domestic partner, or a son or daughter to whom the employee stands in loco parentis (in place of a parent).

“Parent” means the biological, foster, or adoptive parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. Under CFRA, ~~this term does not also~~ includes s parents-in-law.

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

“Domestic Partner” means a partner as defined in Section 297 of the Family Code.

“Family Member” means a Child, Parent, Spouse, or Domestic Partner as defined in this family care and medical leave policy.

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

1. Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (*i.e.*, inability to work or perform other regular daily activities because of the serious health condition, treatment involved, or recovery therefrom); or
2. Continuing treatment by a health care provider (*i.e.*, a serious health condition involving continuing treatment by a Health Care Provider as defined under Federal or State law).

## 2. Reasons for Leave

Leave is only permitted for the following reasons:

1. The birth of a child or to care for a newborn of an employee or the employee's domestic partner;
2. The placement of a child with an employee in connection with the adoption or foster care of the child by the employee or the employee's domestic partner;
3. To care for an employee's child, parent, spouse, or domestic partner who has a serious health condition (under CFRA, this also includes caring for an employee's grandparent, grandchild, or parent-in-law with a serious health condition); or
4. Because of a serious health condition that makes the employee unable to perform the functions of his or her position.

## 3. Employees Eligible for Leave

An employee is eligible for leave if the employee:

- Has been employed at the District for at least 12 months; and
- Has worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

The District counts FMLA/CFRA leave using a "looking back" method, meaning that if an employee requests FMLA/CFRA leave, the District looks back over the preceding 12 months to determine if the employee has taken FMLA/CFRA leave during that time period. If the employee did take FMLA/CFRA leave, then that time would be deducted from the amount of leave for which the employee is now eligible. If the employee has not taken any FMLA/CFRA leave, then the employee would be eligible for all 12 weeks of FMLA/CFRA leave.

## 4. Amount of Leave

Eligible employees are entitled to a total of 12 workweeks of leave each under FMLA and CFRA during any 12-month period. In most instances, leave under FMLA will run concurrently with CFRA. However, to the extent such leave cannot be run concurrently, the District will utilize the applicable leave entitlements.

When both parents are employed by the District, and leave is requested for the birth or placement for adoption or foster care of a child, the District will grant the aggregate



total of 12 workweeks of FMLA leave to both parents. However, under CFRA, each parent will be entitled to take 12 weeks of CFRA leave.

## 5. Minimum Duration of Leave

If leave is requested for the birth, adoption, or foster care placement of a child of the employee or domestic partner, leave must be concluded within one (1) year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one (1) day, but less than two (2) weeks' duration on any two (2) occasions.

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

## 6. Benefits While on Leave

Leave under this policy is unpaid. However, an employee may be able to use accrued paid leave. While on leave, the employee will continue to be covered by the District's group health insurance to the same extent that coverage is provided while the employee is on the job.

The employee may be entitled to other, non-District provided benefits under any other federal or state programs such as state disability insurance benefits. The District is not responsible for administering any such benefits.

Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the District will inform the employee whether the premiums should be paid to the carrier or to the District. The coverage on a particular plan may be dropped if the employee is more than 30 days late in making a premium payment. However, the employee will receive a notice at least 15 days before coverage is to cease, advising him or her that he or she will be dropped if the premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If the employee fails to return to work after his or her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his or her family member that would entitle the employee to leave or because of circumstances beyond the employee's control.



## 7. Substitution of Paid Accrued Leaves

While on leave under this policy, an employee may elect to concurrently use paid accrued leaves. Similarly, the District may require an employee to concurrently use paid accrued leaves after requesting FMLA/CFRA leave and Paid Family Care Leave and may also require an employee to use family and medical care leave concurrently with a non-FMLA/CFRA leave that is FMLA/CFRA-qualifying.

## 8. Employer's Right to Require Employee to Use Paid Accrued Leaves Concurrently with Family Leave

When an employee has earned or accrued paid vacation leave, that paid leave must be substituted for all or part of any (otherwise) unpaid leave under this policy.

An employee is entitled to and may use sick leave concurrently with leave under this policy if:

- The leave is for the employee's own serious health condition; or
- The leave is needed to care for a parent, domestic partner, spouse, or child (or under CFRA, a grandparent, grandchild, parent-in-law, or sibling) with a serious health condition and would be permitted as sick leave under the District's sick leave policy.

An employee may use vacation or sick time concurrently with leave under this policy.

As a condition of an employee's initial receipt of family temporary disability insurance benefits during any 12-month period in which an employee is eligible for these benefits, the District may require an employee to take up to 2 weeks of earned but unused vacation or sick leave (or both) prior to the employee's initial receipt of these benefits. If the District requires the employee to take vacation or sick leave, that portion of the leave that does not exceed 1 week shall be applied to any applicable waiting period for receipt of family temporary disability insurance benefits.

## 9. Employee Notice of Leave

Although the District recognizes that emergencies arise that may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he or she will need leave in the future but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform his or her Supervisor as soon as possible that such leave will be needed. Absent unusual circumstances, such notice may be given in accordance with the District's usual and customary call-in procedures for reporting an absence. The employee must provide notice sufficient to make the District aware that the employee

needs FMLA/CFRA-qualifying leave and of the anticipated timing and duration of the leave. If the District determines that an employee's notice is inadequate, the District may delay the granting of FMLA/CFRA leave.

## 10. Medical Certification

Employees who request leave for their own serious health condition or to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, domestic partner, or spouse who has a serious health condition must provide written certification from the qualified health care provider of the individual requiring care. The written certification must come from a physician in the field of which treatment is being sought. The employee will also be required to give periodic reports on the status of themselves or the seriously ill family member.

### a. Time to Provide Medical Certification

In order to be granted family and medical leave, the employee must fill out a request form found in Human Resources and provide such medical certification in advance of the leave or as soon as practicably possible thereafter, or within 15 days of notice from the District. After a continuous absence of 30-calendar days for any "covered event," the employee must request family/medical care leave. Failure to comply with these notice rules may be grounds, and may result in denial or deferral of the requested leave until the employee complies with this policy.

### b. Consequences of Failure to Provide Adequate or Timely Certification

The District will advise the employee in writing what additional information is necessary to make the certification complete and sufficient. The employee will have seven (7) calendar days, unless not practicable under the circumstances despite the employee's diligent good faith efforts, to cure any deficiencies. If the deficiency is not cured, the District may deny the taking of FMLA/CFRA leave.

### c. Recertification

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

## 11. Intermittent Leave or Reduced Schedule Leave

If an employee requests leave intermittently (e.g., a few days or hours at a time) or on a reduced leave schedule, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical

need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

## 12. Reinstatement on Return from Leave

### *a. Right to Reinstatement*

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

If a definite date of reinstatement has been agreed on at the beginning of the leave, the employee will be reinstated on the date agreed on. If the reinstatement date differs from the original agreement date between the employee and the District, the employee will be reinstated within two (2) business days, when feasible, after the employee notifies the District of his or her readiness to return.

### *b. Employee's Obligation to Periodically Report on His or Her Condition*

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

### *c. Fitness-for-Duty Certification*

As a condition of reinstatement of an employee whose leave was based on the employee's own serious health condition that made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to perform the essential functions of the employee's job. When reasonable job safety concerns exist, the District may require a fitness-for-duty certification before an employee may return to work when the employee takes intermittent or reduced leave. Failure to provide such certification will result in denial of reinstatement.

## F. Pregnancy Disability Leave

Under the California Fair Employment and Housing Act (FEHA), an employee disabled by pregnancy, childbirth, or related medical conditions is eligible to take up to four (4) months (or 88 work days for a full-time employee) of unpaid Pregnancy Disability Leave ("PDL") leave, and may also be eligible to transfer to a less strenuous or hazardous position or to less strenuous duties, if a health care provider determines such transfer is medically advisable. At the end of the leave, the employee will be reinstated in the same

or a substantially equivalent position, unless the position has been eliminated because of a change in business conditions or operations.

There is no minimum amount of time worked to qualify for PDL.

The PDL need not be taken in one continuous period of time; it can also be taken on a reduced schedule or an intermittent, as-needed basis.

Time off for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are covered by PDL.

### **1. Certification from Health Care Provider:**

The period of leave, including the date upon which the leave shall begin, shall be determined by the employee's physician. This date shall be based upon the employee's ability to render service in the current position. The employee must obtain a certification from their health care provider of the pregnancy-related disability or the medical advisability for a transfer to a less-strenuous position and provide it to the General Manager or designee. The certification should include: the date on which the employee became disabled due to pregnancy or the date of the medical advisability of the transfer; the probable duration of the period(s) of disability or the duration of the intermittent leave or transfer to a less strenuous position; and a statement that, due to the disability, the employee is unable to work at all or perform any one or more of the essential functions of the position without undue risk to the employee, the successful completion of the pregnancy or to other persons, or a statement that, due to pregnancy-related disability, an intermittent leave or transfer to a less strenuous position is medically advisable.

### **2. Use of Sick Leave**

The employee is entitled to use accumulated sick leave for the period of time the employee is required to be absent by reason of physical incapacity due to pregnancy or childbirth or conditions related thereto.

### **3. Use of Additional Accrued Paid Leave**

At the employee's option, any additional accrued time off may be used as part of PDL before taking the remainder of leave as unpaid. While on paid leave, the employee will continue to accrue vacation and sick leave benefits. Once paid leave is exhausted, the employee will no longer accrue vacation or sick leave benefits.

### **4. State Disability**

Employees may also be eligible for state disability insurance for the unpaid portion of pregnancy leave.

## 5. Health Benefits During PDL Leave

During PDL, group health benefits will continue at the same level and conditions as if the employee had continued working. The time the District maintains health coverage during a PDL will not be used to offset the twelve (12) weeks of coverage under the CFRA, regardless of whether the PDL is designated as FMLA or CFRA leave.

## 6. PDL Concurrent with FMLA Leave

PDL leave shall run concurrently with FMLA leave, if the employee is FMLA-eligible. However, it shall not run concurrently with CFRA leave (See Section N below) An employee who is transferring from PDL to CFRA Leave must provide a certificate from the doctor stating that the pregnancy disability has concluded. If more information regarding eligibility for a leave, the impact of the leave on seniority and benefits, and policy for other disabilities, contact the Administrative Services Manager.

## 7. Return to Work

Return to service is based upon a doctor's written statement of physical ability to render service. Upon return following PDL leave, the employee is entitled to the same position, if available. If the position has been eliminated, the employee is entitled to a comparable vacant position for which the employee is qualified. Return rights are the same as they would have been had the employee been employed continuously in the position.

## 8. Seniority

The employee will continue to accrue seniority while on PDL, whether the leave is paid or unpaid. Employees on pregnancy leave may also be eligible for benefits under the District's Short Term and/or Long Term Disability Plan. Employees must file a claim in order to receive these benefits. Forms are available from the employee's doctor and the District's Personnel Office.

If an employee takes a pregnancy disability leave of absence while on probation, her probationary period shall be extended the same length of time as the pregnancy leave.

A comparable position is one having similar terms of pay, location, job content and promotional opportunities. Failure to return to work after the authorized four month leave period shall cause the pregnant employee to have no reinstatement rights provided there are no other available leaves.

## G. Coordination of PDL with Family/Medical Leave

Under the California Family Rights Act of 1993 (CFRA), an eligible employee may request CFRA leave of up to twelve (12) work weeks due to the birth of the child. This

unpaid CFRA leave is separate and distinct from the right to take pregnancy disability leave, which is explained in the preceding section of this Policy Manual. If taking a leave for the birth of a child, the basic minimum duration of the leave is two (2) weeks and must conclude the leave within one (1) year of the birth of the child.

There is no requirement that either the employee or the child have a serious health condition to take CFRA leave. The maximum possible combined unpaid leave is four (4) months for pregnancy/childbirth disability if medically required, plus twelve (12) work weeks to care for the newborn child. If more information is needed regarding eligibility for an unpaid CFRA leave or the impact of the leave on your seniority and benefits and coordination with pregnancy disability leave, contact the Administrative Services Manager.

## H. Military Leave

~~The District provides military leaves of absence to employees who serve in the uniformed military services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, and initial active duty for training, inactive duty training, full-time National Guard duty, and for examinations to determine fitness for duty. Employees who enter fulltime duty in the armed services shall be granted all benefit and reinstatement rights as required by applicable law.~~

~~Employees who are members of a National Guard or Military Reserve unit will be granted an unpaid leave of absence for annual military training.~~

~~An employee must present the Administrative Services Department with official duty orders along with a written request for such a leave of absence. They may elect to take the time off without pay, to receive full annual vacation benefit or to receive vacation pay only for that portion of time not covered by military base pay.~~

~~Total military leave time may not exceed five (5) years during employment, except under specified circumstances required by law. Advance notice of leave is required. Employees must inform their manager of anticipated military leave time as far in advance as possible and submit copies of military orders, training notices, or induction information as soon as received.~~

~~In accordance with state and federal law, the District will ascertain the exact status of an employee's call to military leave. The District's obligation to continue an employee's salary and health benefits shall be determined by the type of military duty taken, the employee's military branch, and length of military and District service. Please contact Human Resources for information about your rights before and after taking military leave.~~

~~Employees who have honorably completed their military service are eligible for reinstatement. Employees returning from military leave must report for work or submit~~

applications for reemployment within specified time limits, except in limited circumstances required by law:

- Employees returning from a leave of fewer than 31 days must report to work at the beginning of the first full regularly scheduled work period on the first full calendar day following completion of service.
- Employees returning from a military leave of more than 30 but fewer than 181 days must submit an application for reemployment within 14 days of completion of service and must provide documentation that establishes the timeliness of their application for reemployment, as well as the length and character of their military service.
- Employees returning from a military leave of more than 180 days must submit an application for reemployment within 90 days of completion of service and must provide documentation that establishes the timeliness of their application for reemployment, as well as the length and character of their military service.
- Temporary employees may not be eligible for reinstatement following military leave and reinstatement may not be required for other employees in some circumstances. Employees should contact Human Resources for information specific to their situation.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

## 9. Military Family Leave

The District will comply with any applicable Federal or State laws regarding Military Family Leave.

## 10. Military Caregiver Leave

The District will comply with any applicable Federal or State laws regarding Military Caregiver Leave.

## 11. Qualifying Exigency Leave

The District will comply with any applicable Federal or State laws regarding Qualifying Exigency Leave.



## 12. Leave to Care for Covered Servicemember

The District will comply with any applicable Federal and State laws regarding Leave to Care for Covered Servicemember.

### I. Personal Leave

A personal leave of absence without pay may be granted at the discretion of the District General Manager or designee. Reasons for a leave may involve family emergencies or extenuating circumstances not covered by other leaves of absence. Each request for a leave of absence will be considered on a case-by-case basis. All accrued vacation must be used before beginning a personal leave of absence. Requests for personal leave should be limited to unique circumstances requiring an absence of no longer than two (2) weeks.

Employees will be required to make payment in advance as applicable for their health, vision, and dental insurance coverage during the leave of absence as applicable. Failure to make payment for coverage may result in cancellation of that coverage.

Requests for personal leave must be submitted in writing to, and approved by, the General Manager.

The District cannot guarantee that the employee's job will be held open for them until they return from a leave. The District will make every effort to return an employee to the same or a similar job; however, if no job opening exists for which they are qualified they will be laid off for lack of work.

An employee on personal leave may not accept other employment while on leave. If they do so, they may be subject to immediate termination.

Failure to return to work as scheduled at the end of a personal leave will be considered abandonment of employment and voluntary resignation by the employee.

### J. Leave of Absence Without Pay

Any employee who is absent from work and who is not on leave of absence with pay shall be considered to be on leave of absence without pay.

Leave of absence without pay shall be approved in advance and in writing. Any employee requesting a leave of absence without pay must exhaust all available leaves, including accrued compensatory time-off, administrative leave, vacation time (and sick leave if appropriate) prior to the start of the leave without pay. No single leave of absence without pay may exceed three (3) months, without approval of the General Manager.

Upon expiration of an approved leave of absence without pay the employee shall be reinstated in the classification held at the time the leave was granted. Failure on the

part of the employee to report to work promptly at the expiration of the leave shall result in the employee being deemed to have resigned from employment.

## **K. Emergency Leave Donations**

Employees who meet established guidelines are only allowed to donate earned vacation, comp-time, floating holiday, sick, Regular Day Off-Holiday (RDO-H) and administrative hours to other employees for prolonged absences from work due to the employee's serious injury or prolonged illness.

Such donations of paid time off may be permitted under the following conditions:

The Department Manager must approve, in advance, the donation.

- Any eligible employee wishing to receive such donations must complete the Request for Paid Time off Donations Form. The form must be signed by the employee and approved by the requesting employee's Department Head.
- Upon approval of an employee's request for donated time, the Human Resources personnel may, if requested to do so by the employee, post a notice of the need for leave donations for the affected employee.
- Any eligible employee who wishes to donate vacation, comp-time and/or floating holiday hours to an employee whose request for such donated time has been approved, must complete the Authorization for Paid Time Off Donations Form. This form must be signed by the donating employee and submitted to Human Resources or designee.
- The donating employee must have a total of 120 hours of sick, vacation and/or comp-time on the books after the time of hours donated.

Donations are entirely voluntary, and time is to be donated in whole hour increments.

- The donated hours will be converted to a dollar equivalent and the employee will receive it at his/her rate of pay.
- To be eligible, the receiving employee must have exhausted all paid leave, or will foreseeably exhaust all such time (within the next week), due to his or her personal serious injury or prolonged illness or a family member as defined by Article 26.
- Any donated time remaining at the end of the employee's leave of absence due to the injury or illness will be left in the bank for future requests.

## L. Bereavement Leave

In the event of a verified death in an employee's family, upon request, the District shall grant a full-time employee up to three (3) days and a part-time year-round employee up to eighteen (18) hours of bereavement leave, as provided below.

For the purpose of this Article, the term "family" shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent of a spouse, registered domestic partner, and parent of a registered domestic partner.

1. Bereavement leave will be paid at full pay for up to three (3) consecutive ~~work days~~workdays for full-time employees or eighteen (18) consecutive hours for part-time year-round employees and shall not be charged against the employee's accrued vacation or sick leave.
2. When travel to a distant greater than 400 miles or other circumstances require an absence longer than three (3) consecutive ~~work days~~workdays for full-time employees or eighteen (18) consecutive hours for part-time year-round employees, the District may allow the employee to use up to two (2) days of accrued sick leave.
3. If the employee requests to take a cumulative leave of longer than five (5) consecutive ~~work days~~workdays, the District may allow the use of accrued vacation or compensatory time.

An employee desiring to attend a funeral of others than described above may be given the time off, provided he/she so notified his/her Supervisor two (2) days in advance. Upon concurrence and authorization of the Supervisor, he/she shall take the time off against vacation, management or compensatory annual leave.

## M. Jury Duty and Witness Leave

The District encourages employees to fulfill their civic responsibilities by serving jury duty when called or appearing as a witness. Employees must inform their Supervisor of the need for time off for jury or witness duty as soon as they receive a notice or summons from the court.

1. Regular full time non-exempt employees who are called for jury or witness duty due to a job-related subpoena shall be paid the difference between their regular wages and any jury/witness payment received by him/her, except travel pay, for such duty up to a maximum of 10 days per calendar year.
2. Exempt employees will receive their full salary unless they are absent for a full workweek and perform no work.

3. Part-time Year-Round employees will receive a max of 40 hours to use towards Jury Services in a ~~12-month~~12-month period of time.
4. If an employee in a non-exempt status is required to remain on jury or witness duty over the allowed amount of time, they may opt to work a flexible schedule as approved by the General Manager.

An employee who is required to participate in jury duty or testify in court or in any other legal proceeding may be required to provide written verification from the court clerk for performance of jury service. If an employee is required to serve jury duty beyond the period of paid jury duty leave, they may use any available vacation or may request an unpaid jury duty, witness duty or witness service leave of absence. They must show the jury duty summons to their Supervisor as soon as possible so that the Supervisor can make arrangements to accommodate the absence. If an employee is a witness on behalf of the District, regular salary, less payment received for services, shall be continued. If at least two hours of work time remains after any day of jury selection or jury duty, they will be expected to return to work for the remainder of their work schedule.

An employee may retain any mileage allowance or other fee paid by the court for jury services.

## **N. Time Off for Voting**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take paid time off to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be a maximum of two hours. An employee requesting time off to vote shall give his or her Supervisor at least two (2) days' notice, and must provide proof of voting to the Supervisor upon returning to work.

## **O. Volunteer Civil Service Personnel**

Employees are eligible for unpaid leave to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel or for related training. A Supervisor should be notified by an employee if they are a civil service volunteer in case it is necessary to take time off for emergency duty. When taking time off for emergency duty, employees must alert their Supervisor before doing so as early as possible and provide documentation of service on their return.

## **P. Workers' Compensation**

Employees who have a work-related illness or injury are covered by workers' compensation insurance. The workers' compensation benefits provided to injured employees may include:

- Medical care

- Cash benefits, tax free, to replace lost wages
- Assistance to help qualified injured employees return to suitable employment

To ensure workers' compensation benefits are received an employee needs to:

- Immediately report any work-related injury to their Supervisor within 24 hours.
- Notify the Administrative Services Department who will schedule an appointment at an in service provider/clinic for initial treatment. If the event of an emergency requiring immediate care, 911 may be called. It is an employee's responsibility to work with the Administrative Services Department to seek medical treatment and follow-up care if required.
- Complete an Employee Accident Report.
- Complete a written Employee's Claim Form (DWC Form 1) and return to the Administrative Services Department.
- Provide the District with a certification from the health care provider regarding the need for workers' compensation disability leave, as well as eventual ability to return to work from the leave.

The District provides medical treatment for work-related injuries through a medical provider network approved by the District's workers' compensation insurance, which the District has chosen to provide medical care to injured employees because of their experience in treating work-related injuries. . All employees and volunteers must go to the clinics and hospital listed on the website, <http://www.eiampn.csac-eia.org>.

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under FMLA and CFRA, will be placed on FMLA/CFRA leave during the time they are disabled and unable to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a rolling 12-month period.

An employee taking workers' compensation leave who is eligible for and placed on FMLA/CFRA leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The District will continue to make the same premium contribution as if the employee had continued working. The employee must make payments for his or her share of continued premiums, or risk losing coverage under the District's plan. Payment is due when it would otherwise be made by payroll deduction. The continued participation in health benefits begins on the date leave

first begins. In some instances, the District may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on workers' compensation leave who are not eligible for continued paid coverage may continue their group health insurance coverage through the District in conjunction with the federal COBRA guidelines by making monthly payments to the District or insurance carrier for the amount of the applicable premium. Employees should contact the Administrative Services Department for further information.

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Workers' compensation benefits usually do not cover absences for medical treatment. When a work-related illness or injury is reported, the employee will be sent for medical treatment, if treatment is necessary. They will be paid their regular wages for the time spent seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If an employee has accrued and unused sick leave, the additional absences from work will be paid with the use of sick leave.

If an employee does not have accrued, paid sick leave, or if he/she used all of the sick leave, the employee may choose to substitute vacation for further absences from work, related to the illness or injury.

Neither the District nor its insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during voluntary participation in any off-duty recreational, social or athletic activity sponsored by the District, even if such activities take place at a District sponsored event, such as a staff picnic or other social gathering. Participation in all such activities, even if planned or sponsored by the District, is not considered part of their job duties or employment responsibilities and should be considered entirely voluntary.

## Q. School Activities

Employees are encouraged to participate in the school activities of their child(ren). Any employee who is a parent or guardian of a pupil and who is requested to appear at the pupil's school pursuant to section 48900.1 of the Education Code will be granted time off without pay, provided the employee gives reasonable notice to their Supervisor. Any employee who is a parent, guardian or grandparent having custody of one or more children in Kindergarten or grades 1-12, inclusive, or attending a licensed day care facility, may take up to a total of forty (40) unpaid hours for all such children each school year, not exceeding eight (8) hours in any calendar month of the school year, to participate in activities of the school of any child or to address school emergencies, provided the

employee gives reasonable notice to their Supervisor. The employee may elect to use vacation, comp time or holiday time in lieu of leave without pay.

## **R. Employee Literacy Assistance**

Employees who desire assistance in enrolling in an adult literacy education program should contact the Administrative Services Department. Human Resources will assist an employee in locating and enrolling in a literacy education program. Employee requests will be kept confidential as requested.

## ~~**S. Military Leave**~~

~~Employees who enter fulltime duty in the armed services shall be granted all benefit and reinstatement rights as required by applicable law.~~

~~Employees who are members of a National Guard or Military Reserve unit will be granted an unpaid leave of absence for annual military training.~~

~~An employee must present the Administrative Services Department with official duty orders along with a written request for such a leave of absence. They may elect to take the time off without pay, to receive full annual vacation benefit or to receive vacation pay only for that portion of time not covered by military base pay.~~

### ~~**13. Military Family Leave**~~

~~The District will comply with any applicable Federal or State laws regarding Military Family Leave.~~

### ~~**14. Military Caregiver Leave**~~

~~The District will comply with any applicable Federal or State laws regarding Military Caregiver Leave.~~

### ~~**15. Qualifying Exigency Leave**~~

~~The District will comply with any applicable Federal or State laws regarding Qualifying Exigency Leave.~~

### ~~**16. Leave to Care for Covered Servicemember**~~

~~The District will comply with any applicable Federal and State laws regarding Leave to Care for Covered Servicemember.~~



## **T.S. Victims of Domestic Violence, Sexual Assault or Crime Leave**

Except as provided in the Sick Leave section of this Policy Manual, employees who are victims of domestic violence, sexual assault, stalking or other crime shall be given time off without pay as necessary for obtaining legal relief, including but not limited to a temporary restraining order or other injunctive relief for the employee's protection as well as his/her child's protection or to attend to judicial proceedings. Time off from work is also extended to employees who are not the victims of a crime but are immediate family to or registered domestic partners of such victims. Employees who are victims of domestic violence, sexual assault or other crime shall also be given time off without pay as necessary for seeking medical attention, seeking assistance or services from a domestic violence shelter, program or rape crisis center, obtaining psychological counseling or participating in activities designed to ensure the victim's safety and well-being.

An employee who takes time off is required to provide the Administrative Services Department with reasonable advance notice unless such notice is not feasible. The employee must also provide documentation to the Administrative Services Department, such as a police report indicating the employee was a victim of domestic violence, a restraining order or any other evidence certifying a court appearance or documentation from a medical professional, health care provider, domestic violence advocate, or counselor that the employee is undergoing treatment for physical or mental injuries or abuse. Victims of domestic violence, sexual assault or other crime may use any available sick, vacation, personal or compensatory time off while on such leave. The total time taken for leave for victims of domestic violence, sexual assault, or stalking may not exceed twelve (12) weeks and is not in addition to unpaid time provided under the Family and Medical Leave Act (FMLA).

## **U.T. Organ and Bone Marrow Donation Leave**

An employee may take a paid leave of absence up to 30 business days to donate his or her organ to another person in ~~any one~~anyone (1) year period. The one year starts from the date the employee takes a leave pursuant to this section and shall consist of 12 consecutive months.

An employee may take a paid leave of absence up to five (5) business days to donate his or her bone marrow in any ~~one year~~one-year period. The one year starts from the date the employee takes a leave pursuant to this section and shall consist of 12 consecutive months. The employee must provide written verification that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation. The District may require the employee to take up to five (5) days of sick or vacation time for bone marrow donation and up to two (2) weeks of sick or vacation time for organ donation.

## **V.A. ~~Sick Leave~~**

~~Sick leave is a benefit that employees accumulate in order to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to obtain~~

~~medical assistance or recover from illness or injury or other reasons allowed by law. Sick leave is not for “personal” time off or other absences.~~

~~Except as stated in any bargaining agreement or other local policy providing for a higher accrual rate of sick leave, employees shall be entitled to receive twenty four (24) hours of sick leave upon completion of six (6) pay periods (84) calendar days.~~

~~Sick Leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member or for an employee who is a victim of domestic violence, sexual assault, or stalking, as provided below. For the purpose of this section, an employee’s “family member” includes: (i) a spouse; (ii) a registered domestic partner; (iii) regardless of age or dependency status, a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; (iv) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (v) a grandparent; (vi) a grandchild; or (vii) a sibling. Accrued sick leave may be used in increments of 1 hour or more.~~

~~In cases of an employee who is a victim of domestic violence, sexual assault, or stalking, the employee may use sick leave to obtain any relief or services related to being such a victim, including but not limited to: (i) a temporary restraining order; (ii) other injunctive relief to help ensure the health, safety or welfare of themselves or their children; (iii) seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking; (iv) obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; (v) obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking; (vi) participation in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.~~

## **W.U. Reservation of Right by the District**

This section sets forth only a maximum of the discretionary time allowed for leaves of absences and is not to be construed as an indication of entitlement to a leave of the maximum duration for any employee. Furthermore, other than as dictated by law the District reserves the right to fill or eliminate the employee's position as required by business necessity (e.g., the District's ability to find a qualified temporary replacement).

# **ARTICLE 613 - BENEFITS**

The District provides a comprehensive array of benefits. Further details regarding the benefits set forth below can be obtained from the Administrative Services Department.

## A. Holidays

The District provides regular full-time employees 12 paid holidays on the days listed below:

- New Year's Day – January 1<sup>st</sup>
- 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<sup>th</sup>
- Labor Day – First Monday in September
- ~~Columbus Day~~Indigenous Day – Second Monday in October
- Veterans Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Friday after Thanksgiving Day
- Christmas Eve Day- December 24<sup>th</sup>
- Christmas Day – December 25<sup>th</sup>

For most employees, if a holiday falls on Saturday, the holiday will be observed on the Friday before, and holidays falling on Sunday will be observed on the Monday after.

- Regular full-time non-exempt employees will receive straight time pay for holidays. Paid holiday leave will be equal to the number of hours an employee regularly would have been scheduled to work had it not been a holiday.
- Part-time Year-Round employees will receive straight time pay for holidays. Paid holiday leave will be equal to 6 hours.

To receive holiday pay, they must work the normal ~~work day~~workday immediately before and after the holiday. If on approved leave (e.g., vacation) they will receive the holiday leave pay and that day will not be counted against approved leave accrual.

If an unscheduled day off is taken, then they will not receive holiday pay, unless a doctor's note can be provided. A full-time employee who is required to work on a District

holiday shall be compensated at the rate of straight time for time actually worked. In no event shall such an employee be compensated for working a fixed holiday in excess of one and one-half (1 ½) times the employee's regular hourly rate of pay.

An employee must be in a normal regularly scheduled work status to receive holiday pay. Management can change or modify any of the holidays based on business needs. The District Administration Office is closed on the holidays listed above; however, other facilities and programs may be open on a holiday.

If a fixed holiday falls on a full-time employee's regularly scheduled workday, the employee shall be entitled to their normal work schedule for holiday time off. If a fixed holiday falls on an employee's regularly scheduled day off, the full-time employee shall be entitled to their regularly scheduled workday of holiday compensatory time. Holiday compensatory time must be used within ~~60~~90 days. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.

## **B. Federal Social Security Act**

The Federal Social Security Act covers full time and part time year-round employees. The plan is designed for future security and that of the employee's dependents and provides for retirement, disability, death, survivor and Medicare benefits. The plan requires equal contribution from both the employer and the employee. District employees participate through payroll deductions. Part time restricted employees do not pay into Social Security..

## **C. California Public Employee Retirement System (CalPERS)**

The District makes contributions to each full time and part time year round employees retirement through the California Public Employees' Retirement Systems (CalPERS) as of the date of hire and based on their wages. Employees are vested after five (5) years of service with the District. This benefit can be transferred only if the employee goes to work for another public employer who also participates in CalPERS.

Part-time year-round employees may become eligible if they work over 1000 hours in a fiscal year. If an employee terminates their employment with the District prior to completing five (5) years of service, the employee is terminated from the CalPERS system and ineligible to receive benefits from CalPERS.

According to guidelines established by CalPERS, all eligible employees must participate in this program. Contributions to CalPERS will be made by the District and by the employee in accordance to the guidelines established in the contracts and resolutions of the District, as well as any applicable bargaining agreements or other local policy or manual.

See the Administrative Services Department for additional details.

Except as otherwise provided in the CalPERS contract with the District or other applicable bargaining agreement or MOU, the retirement formulas are as follows:

### **~~D. California Public Employee Retirement System (CalPERS)~~**

~~The District makes contributions to each full time and part time year round employees retirement through the California Public Employees' Retirement Systems (CalPERS) as of the date of hire and based on their wages. Employees are vested after five years of service with the District. This benefit can be transferred only if the employee goes to work for another public employer who also participates in CalPERS.~~

~~Part time year round employees may become eligible if they work over 1000 hours in a fiscal year. See the Administrative Services Department for additional details. If an employee terminates their employment with the District prior to completing five (5) years of service, the employee is terminated from the CalPERS system and ineligible to receive benefits from CalPERS.~~

~~According to guidelines established by CalPERS, all eligible employees must participate in this program. Contributions to CalPERS will be made by the District and by the employee in accordance to the guidelines established in the contracts and resolutions of the District.~~

1. For employees with a hire date before March 31, 2011 the District is contracted for a retirement formula of 2.5% @ 55 provided for by the Public Employees' Retirement Law at Government Code section 21354.4.
  - a. Effective July 1, 2015, the employee's total contribution for classic members shall be capped at 8% (PEPRA compliance).
  - b. All represented employees at 2.5% @ 55 will continue to pay 12% of which 8% will be the Normal Cost (employee share) and 4% will be for the loan to enhance their retirement. This will last until August 2022 or until the loan is paid off, whichever will happen sooner. At that time these members would return to PEPRA compliance.
2. For employees with a hire date after March 31, 2011 through December 31, 2012, or classic PERS members (as defined by PERS) hired by the District on or after January 1, 2013, the District is contracted for a retirement formula of 2% @ 60 provided for by the Public Employees' Retirement Law at Government Code section 21353.
  - a. Employees with a hire date after March 31, 2011 through December 31, 2012, or classic PERS members (as defined by PERS) hired by the District on or after January 1, 2013 will be responsible for paying a 7% employee contribution rate.

3. For employees with a hire date on or after January 1, 2013 who are new PERS members, as defined by PERS, the District is contracted for a retirement formula of 2% @ 62 provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).
  - a. Employees hired after January 1, 2013 who are also new PERS members (as defined by PERS) will be responsible for paying the statutorily mandated employee contribution rate of one half of the total normal cost per section code 20516.5 of the California Public Employees' Retirement Law.

#### **E.D. Deferred Compensation 457 Plan**

The District provides a Deferred Compensation 457 Plan for employees in order to assist in planning for their retirement. Deferred compensation is a benefit that provides the opportunity for employees to invest with their own pre-tax contributions into a retirement plan by means of a pre-tax payroll deduction. For information regarding eligibility, contributions, benefits, and tax status, contact the Administrative Services Department. All eligible participants will receive a summary plan description.

#### **F.E. Insurance Programs**

The District is committed to providing employees with benefits necessary to provide assistance in the event of medical need. The District at its discretion may pay any or all premiums including but not limited to medical, dental, vision, short term disability, long term disability and life insurance coverage for eligible employees. In the event of an increase in medical insurance premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage. In accordance with federal law, staff classified as seasonal and temporary employees are not eligible to participate in these insurance plans. Part time employees may be eligible for benefits as approved by the Board of Directors.

Employees who begin working for the District and submit their insurance application between the first and the 15th day of the month may have health insurance coverage begin on the first of the following month, while those who submit their application between the 16th and the last of the month may be covered from the first day of the second calendar month. After these dates, employees may enroll or change plans during the open enrollment period that occurs annually.

The coverage and benefits available under the insurance plans provided by the District are set forth in the insurance plan itself, any applicable bargaining agreements, and other local policy or manual for. Specific information about the plan is distributed to employees at the time of hire; questions can be directed to the Administrative Services Department. The terms, conditions, coverage, and benefits may be changed at any time.

## **G.F. Unemployment Insurance**

The District is self-insured for the Unemployment Insurance Fund on behalf of its employees. Claims are made through the Employee Development Department. Employees do not pay into State Disability Insurance (SDI).

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If they have accrued and unused sick leave, the additional absences from work will be paid with the use of sick leave.

## **H.G. Other Employee Paid Benefits**

The District may make additional benefits available to employees at a cost.

## **H.H. Employee and Family Discounts**

In order to promote wellness for employees and their immediate family the following discounts are offered:

Swim Passes – two (2) free twenty (20) entry swim passes will be offered to employees on a yearly basis.

District Run Programs– 25% off.

Drop-In Games – free access to drop-in games.

Parking Pass – 25% off parking pass for Camarillo Grove Park.

## **H.I. Training Programs, Seminars, Conferences, Lectures, Meetings or Other Outside Activities**

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of the District or the individual employee. Attendance at such activities, whether required by the District or requested by individual employees, requires the written approval of the General Manager or his/her designee. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance to their Supervisor. Attendance at any such event is subject to the following policies on reimbursement and compensation.

For attendance at events required or authorized by the District, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and



parking. Reimbursement policies regarding these expenses should be discussed with a Supervisor in advance.

A report of all expenses incurred along with receipts must be submitted within 10 days of the event/travel date on the District's "Travel and Expense Reimbursement" form available from Accounting. This form must be submitted with all receipts and records in order to properly support and account for expenses. Proper completion of this form requires the employee to gather together in one place all facts relative to the travel experience. All expenses, whether personally incurred, charged to the District, charged to a District credit card, or paid through a District check request, must be reported on this form after completion of the trip.

Travel includes all work away from the District, such as attendance at meetings, (both formal and informal), training programs, seminars, conferences, lectures, or other outside activities. Travel expenses include transportation, meals, lodging, registration, and any related incidental expenses (such as telephone, tips, and car rental). The destination can be a location close by (e.g. lunch after a meeting at a restaurant), or at a great distance (e.g. training out of state).

### **K.J. Compensation During Travel Away From the District**

When the trip originates from the employee's home, time spent commuting, traveling to and from an authorized business event is considered time worked and will be compensated.

When the trip originates from the employer's work location, all time spent commuting to and from an authorized business event is considered time worked and will be compensated.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

For recording expenses incurred, please refer to the District's Travel Policy.

### **L.K. Educational Assistance Program**

The District will provide educational assistance to regular represented full-time employees who have completed one year of employment with the District. Program criteria and funding are at the discretion of the District, and subject to change annually.

1. To maintain eligibility, an employee must remain on the active payroll and be performing satisfactorily through completion of each course.
2. The course shall directly relate to the employee's current job duties; or any course, including outside-the-major electives, required for a degree or

certificate in the field either directly related to the employee's current duties, or a field in which the employee would have reasonable expectation of being promoted to while employed with the District.

3. All courses are to be taken at a time that does not interfere with the District operations. Veterans eligible for education benefits from the Federal Government or the State of California must maximize such benefits before applying for reimbursement under this program.

Effective July 1, 2022, District will replace the prior program and fund up to two (2) represented employees 100% of their cost for tuition and books for a maximum of up to two thousand dollars (\$2,000) per employee per fiscal year.

1. An outline of the courses(s) and written approval from the General Manager prior to registration must be submitted.
2. Transcripts showing completion of the course with a passing grade of a "C" where letter grades of "A" to "F" are used, or successful completion defined as "pass" for a "pass/fail" course are required to be submitted.
3. Receipts for tuition and books must be submitted within thirty (30) days of course completion.

Employees must remain with the District for a minimum of one (1) year after the completion date of any course for which Educational Assistance Funds were received. If the employee leaves employment prior to one (1) year, they will have thirty (30) days from resignation or termination to reimburse the District for all educational financial assistance received.

The District will pay the licensing fee whenever an employee is required to obtain a certificate, license or endorsement in order to carry out the duties assigned. The District will reimburse one time for the costs associated with successfully obtaining the certificate, license or endorsement.

~~M.~~

### ~~N.L.~~ **Americans With Disabilities Act**

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

An applicant or employee who desires a reasonable accommodation for testing or to perform the essential job functions should make such a request in writing to the Administrative Services Department. The request must identify the job or testing related functions and the desired accommodations. Following receipt of the request, the District

may require additional information, such as reasonable documentation of the existence of a disability and restrictions.

The District may require an employee to undergo a fitness for duty examination at the District's expense to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The District may also require that a District-approved physician conduct the examination.

After receipt of sufficient documentation of a disability and/or fitness for duty report, the District will arrange for a discussion, in person or via telephone conference call, with the applicant or employee, and any representative(s). The purpose of the discussion is to work in good faith to fully consider all feasible potential reasonable accommodations.

The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodations to provide. The District will not provide accommodations that would pose an undue hardship on the District's finances or operations, or that would endanger the health or safety of the employee or others. The District will inform the employee or applicant of its decision as to reasonable accommodations in writing.

### **M. Other Employee Paid Benefits**

The District may make additional benefits available to employees at a cost.

### **N. Recording Expenses Incurred**

Please refer to the PVRPD Travel Policy.

## **ARTICLE 715 - STANDARDS OF CONDUCT**

### **A. Punctuality and Attendance**

To maintain a safe and productive work environment, the District expects all employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on working operations; w~~Employees are expected to be punctual and have regular attendance. Any tardiness or absence causes problems for fellow employees and Supervisor.~~ When absent, assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized District business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and will result in disciplinary action.

If unable to report for work on any particular day, an employee must, under all but the most extenuating circumstances, call their Supervisor at least one hour before the time they are scheduled to begin work. If an employee calls in less than one hour before their scheduled time to begin work and do not arrive in time for their assigned shift, they may be considered tardy for that day. In all cases of absence or tardiness, employees must provide their Supervisor with an honest reason or explanation. Employees also must inform their Supervisor of the expected duration of any absence. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If the employee fails to report for work without any notification to their Supervisor and their absence continues for a period of three (3) consecutive days, this will be considered abandonment of employment and voluntary resignation by the employee.

## **B. Dress Code and Other Personal Standards**

This policy is intended to provide general guidelines on dress and appearance and is not meant to address all styles of dress or all situations that may arise. If this policy causes concern due to religious beliefs, medical conditions or any other legally protected class, please contact the Administrative Services Department to discuss appropriate options for accommodation. Questions as to what constitutes proper attire and grooming can also be discussed with the Administrative Services Department.

### **1. Business-Casual/Professional Attire**

Attire should reflect positively on the District and from the public's point of view and instill confidence in professional abilities. This can be defined as Business-Professional Casual Attire. Business-Professional-casual clothing that is acceptable or appropriate for business dress attire includes (but not limited to):

**Shirts/Blouses:** Collared shirts, tops, sweaters, or blouses. Ties and suits or sport coats, as required by a supervisor.

**Pants/Slacks:** Slacks and dress pants.

**Dresses/Skirts:** Business dresses and skirts.

**Inappropriate business attire** Jeans, sweats, shorts, off the shoulder or backless attire, low cut tops, strapless or spaghetti strap dresses, halter tops, tank tops, are not acceptable office attire. Revealing clothing such as low cut tops/blouses, transparent/ see through attire, and short dresses/skirts are not acceptable.

Clothing must be in good business taste and appropriate for job functions. Clothing should not be revealing, overly tight, particularly short or low-cut, transparent or torn.

All footwear is expected to be appropriate and safe to the employee's position and work environment. Shoes are to be neat, clean, and in good repair. ~~however, clothing must be in good business taste and appropriate for job functions. Clothing should not be revealing, overly tight, particularly short or low-cut, transparent or torn. Proper shoes should be worn while on duty and be suitable for the duties of the job required to perform.~~ At no time should flip flops be worn. ~~Employees are expected to practice good hygiene, and adhere to appropriate grooming (hair, nails, makeup, body decorations, and fragrance).~~ The District reserves the right to request that the employee change any attire that is deemed to be offensive and/or distracting to the public or coworkers.

Based on the nature of job duties and departments appropriate attire may differ. Department Managers or Division Supervisors may issue specific guidelines concerning any exceptions to this Policy.

## **2. Grooming**

Employees are expected to practice good hygiene, and adhere to appropriate grooming (hair, nails, makeup, body decorations, and fragrance). Hair must not interfere with the employee's ability to perform duties. Hats should not be worn indoors. Beards, mustaches, and sideburns should be kept clean and neatly trimmed in a professional style. Facial hair must not interfere with the employee's ability to perform duties.

Tattoos or body piercings other than in the ears that are deemed inappropriate by Management must be covered.

### **17.3. Professional Logo / Business Casual Attire**

District approved logo attire includes logo shirts, sweaters, and jackets worn with appropriate casual pants, shorts, or skirts. Appropriate casual attire includes polo and regular shirts, denim wear, khakis, and corduroy pants. If employees choose not to wear logo attire on designated casual days, appropriate casual attire must be worn as listed above.

The District observes a casual dress ~~day on Thursday and Friday~~ every day except when expected to meet with representatives of the public or other entities. Employees required to wear safety equipment or clothing still must do so on a casual dress day. Examples of Business Casual Attire clothing includes (but not limited to):

#### **Shirts/Blouses:**

Polo collar knit, golf shirts, company logo wear, blouses, shirts, jackets or sweaters

#### **Pants/Slacks:**

Khakis, corduroys, jeans (in good conditions), skorts and capris.

**Inappropriate casual attire**

Sweatpants, leggings, exercise wear, shorts, low-rise or hip-hugger pants, shirts with graphics, beachwear, crop tops, spaghetti straps, “Staff” t-shirts, flip flops, athletic shoes, tennis shoes, croc-like sandals, and slippers

All employees required to wear uniforms provided by the District must take care of their uniforms and report any wear or damage to their Supervisors. Supervisors will inform you of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your Supervisor.

**C. Off-Duty Conduct**

While the District does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the District’s legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the District’s or their own integrity, reputation or credibility. Off-duty conduct by an employee that adversely affects the District’s legitimate business interests or the employee’s ability to perform his or her job will not be tolerated.

**D. Customer Relations**

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling in a professional and courteous manner, their immediate Supervisor should be called immediately.

Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask an immediate Supervisor, Department Manager or the General Manager to intervene.

**E. Confidentiality**

Each employee is responsible for safeguarding the confidential information obtained during employment.

In the course of work employees may have access to confidential information regarding the District, its suppliers, its customers, or fellow employees. It is each employee’s responsibility to prevent revealing or divulging any such information unless it is necessary for them to the performance of their assigned duties. Access to confidential information should be on a “need-to-know” basis and must be authorized by a Supervisor. Any breach of this Policy will not be tolerated and legal action may be taken by the District.

## **F. Solicitation and Distribution of Literature**

In order to ensure efficient operation of the District's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on District property. The District has enacted the below rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules. Any employee who is in doubt concerning the application of these rules should consult with the General Manager or designee.

1. Employees may be allowed to use breakrooms or other designated common areas to solicit or promote support for organizations. Material may not be advertised for longer than a two-week period.
2. No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.
3. No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees to whom such activity is directed. Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on District property.
4. No employee of the District shall knowingly solicit, either directly or indirectly, for a candidate for elective office political funds or contributions, pecuniary or otherwise, from any other employees of the District or from persons on the employment lists of the District. No employee of the District shall permit the services of his/her division or agency to be utilized to solicit or process any political contribution, pecuniary or otherwise, from other employees of the District.

Notwithstanding the provisions of this Section, an employee is not prevented from communicating through the mail or by other means requests for political funds or contributions to a significant segment of the public which may include employees of the District. An employee also is not prevented from soliciting or receiving political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service or other working conditions of employees of the District. A ballot measure shall be defined as any constitutional amendment or other proposition submitted to a popular vote at any election. The aforementioned activities are prohibited during the regular working hours of employees, and no public funds shall be used for any of the aforementioned activities at any time.



5. No employee of the District shall participate in political activities of any kind while he/she is in District uniform.

## A. Outside Business or Employment

While employed as a Full-Time employee by the District, employees are expected to devote their energies to their jobs with the District. The following types of employment, education classes or extracurricular activities, elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the District.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with the District.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with the District.
- Additional employment that requires the employee to conduct work or related activities on District property during the employer's working hours or using District facilities and/or equipment.
- Additional employment that directly or indirectly competes with the business or the interests of the District.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the Administrative Services Manager explaining the details of the additional employment. If the additional employment is authorized, the District assumes no responsibility for it. The District shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

### 1. Definition:

Outside employment is defined as any work, service or other act performed by an employee other than his/her District duties for which the employee receives compensation. In addition to work for another employer, outside employment includes, but is not limited to:

- Landscaping
- Teaching
- Bookkeeping

- Painting
- Self-employment
- Sale of commercial or homemade products
- Construction

Inconsistent and incompatible employment is defined as, but is not limited to work that: a) Results in a conflict of interest, b) Gives the impression that outside activities are official acts, c) Detracts from job performance with the District, d) Causes the employee to be less effective or productive, e) Tends to impair the mental or physical capacity of the employee, f) Is subject to District regulation, and g) Takes time and attention away from District business.

## 2. Procedures for Requesting Authorization for Outside Business or Employment:

All employees shall request authorization for any outside business or employment in addition to their employment with the District on a standard form, Request for Authorization of Outside Business or Employment, provided by the District, prior to beginning date of business or employment.

If a request is disapproved by the Department head, the employee may request review by the General Manager, who shall make a final decision in writing to the employee within twenty (20) calendar days, after making or causing to be made wherever investigation that he/she deems necessary.

Sick leave will not be granted for any injury arising out of or injured in connection with any outside business or employment. Paid leave, with the exception of annual vacation leave and holidays, shall not be used for outside business or employment. A leave of absence from the District employment shall not be granted for the purpose of pursuing outside business or employment.

On an annual basis, employees will resubmit the Request for Authorization of Outside Business or Employment and note on the form that the request is an annual update. An employee terminating his/her outside business or employment shall notify the Administrative Manager or designee in writing.

### **F.G.** Conflicts of Interest

Employees are responsible for adherence to the District's Conflict of Interest Code and all applicable rules or polices and State law regarding conflicts of interest. Further, they must avoid situations involving actual or potential conflicts of interest. Personal involvement with a competitor, supplier, or subordinate employee of the District, which impairs an employee's ability to exercise good judgment on behalf of the District, creates

an actual or potential conflict of interest. Supervisor-subordinate personal relationships also can lead to Supervisory problems, possible claims of harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this Policy should immediately and fully disclose the relevant circumstances to their immediate Supervisor, or the Administrative Services Manager or designee, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the District may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose an actual or potential conflict of interest shall constitute grounds for disciplinary action.

### 3. Form 700 – Statement of Economic Interests

Every elected official and public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest, also known as the Form 700. The Form 700 provides transparency and ensures accountability in two ways:

1. It provides necessary information to the public about an official’s personal financial interests to ensure that officials are making decisions in the best interest of the public and not enhancing their personal finances.
2. It serves as a reminder to the public official of potential conflicts of interest so the official can abstain from making or participating in governmental decisions that are deemed conflicts of interest.

The following classifications are required by the District to complete this form:

- Board of Directors
- General Manager
- Administrative Services Manager
- Parks Services Manager
- Recreation Services Manager
- Park Supervisor
- Recreation Supervisor
- Administrative/Development Analyst

## 4. Personal Use of District Contractors

The District prohibits personal use of contractors that have current contracts with the District in an amount of \$5,000 or more. This will be applied to all employees who work in a capacity where they can make a decision or a board recommendation on who is hired.

### **G.H.** Acceptance of Gifts

Employees shall not directly or indirectly solicit any gift or receive any gift whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or any other form under circumstances which it could reasonably be inferred the gift was intended to influence them or could be expected to influence them in the performance of their official duties, or was intended as a reward for any official action on their part.

(a) Gifts that will be shared with office staff, such as boxes of candy, flowers and food, may be viewed as exceptions provided they are of minimal value and do not exceed limits imposed by law for gifts to public employees. All financial disclosure laws and regulations must be complied with.

(b) An employee who is unsure of any questionable gifts or offers of gifts should immediately report the matter to a Supervisor or the Administrative Services Department.

### **H.I.** Public Records Act, Government Code §6253

Public records are open to inspection by the public at all times during office hours and every person has a right to inspect any public record except as exempted (Government Code §6253 (a)). District guidelines can be obtained at the Administration Office.

### **H.J.** Business Conduct and Ethics

Public confidence is important to any organization. For a Special District entity, public confidence is vital. To warrant continued public trust, public entities and their employees and officials must be above reproach, steadfastly adhering to the highest ethical standards and business practices. The District expects each employee to follow such standards and practices at all times.

#### 1. Conduct

Each employee should adhere to high standards of professional and personal behavior on and off the job. Deficiencies in personal or business conduct can result in disciplinary action including termination of employment or removal as a volunteer.

## 2. Dishonest Acts

Committing a dishonest act, attempting to defraud the public, shoplifting, theft, etc. or a breach of trust is not permitted. Employees cannot use District funds for personal use. Discharge from employment or official removal for certain dishonest, fraudulent, and criminal acts is required by certain regulatory agencies and governing laws.

## 3. Abiding by the Law

Because laws and regulations governing federal entity operations are complex and changing, it is difficult for any volunteer or employee to know them all. The best safeguard is to strictly follow the operating rules, policies, and procedures in District manuals and handbooks.

If it is believed another employee or an official has committed a dishonest act or breached this policy in any way, report the incident to a Supervisor, Manager, or the General Manager immediately.

## 4. Conducting Non-District Business

Employees may not conduct personal business or business for another employer during their scheduled working hours.

### J.K. News Media Contacts

Employees may be approached for interviews or comments by the news media. Only staff designated or approved by the General Manager should comment to news reporters on District policy or events relevant to the District.

### K.L. Drug and Alcohol Abuse

It is the intention of this policy to eliminate substance abuse and its effects in the work place. While the District has no intention of intruding into the private lives of its employees, unless it is for legitimate District reasons, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Employees must be in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair them. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. This includes drugs which are known or advertised as possibly affecting judgment, coordination or other senses, including those

which may cause drowsiness or dizziness, and including both prescription and non-prescription drugs and medications. The employee's Supervisor, in conjunction with the Administrative Services Department, will determine whether they will be allowed to remain at work, and whether any work restrictions are appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. While the District will be supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help or continue substance abuse even while enrolled in counseling or rehabilitation programs.

Supervisors may be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees. To that end, the District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to the employees of the District, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the District.

## 1. Policy

It is District policy that employees shall not be under the influence, or in possession, of alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty.

While use of validly prescribed medications and drugs in conformance with prescribed directions does not violate this policy per se, failure by an employee to notify his/her Supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties, or the operation of District equipment, can result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The District reserves the right to search, without employee consent, all areas and property in which the District maintains control or joint control with the employee. "Right to search, when utilized, shall be preceded with notice to the employee of his/her right to representation and to be present during the search unless it is an emergency or the District deems it is not practical to have the employee present." Otherwise, the District may notify appropriate law enforcement agencies that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District.

Refusal to immediately submit to an alcohol and/or drug analysis when requested by District management or law enforcement personnel, or refusal to submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.

The District is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law.

The District has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their Supervisors or Administrative Services Department for additional information.

## 2. Application

This policy applies to all employees and unpaid persons whose actions can serve to place themselves or employees at risk, cause poor employee morale, or damage the District's reputation. This policy applies to alcohol and drugs, including all substances, drugs, or medication, whether legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

For purposes of this Section, the following definitions shall apply:

"Abuse of any legal drug" means the use of any legal drug, including prescription drugs, (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

"Controlled substance" or "Drugs" denotes any substance which could potentially impair the employee's ability to effectively and safely perform the functions of his/her duties, including, but not limited to the following including derivatives of: alcohol, coca leaves, cocaine, marijuana, opioids (opium and opiates or any hallucinogenic), "Speed" including amphetamines, methamphetamine, lysergic acid (L.S.D.), PCP, quaaludes, etc.



As outlined below, certain prescription drugs and medications shall also be classified as controlled substances.

A complete listing of controlled substances may be found in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined at 21 CFR 1300.11 through 1300.15. A copy of Schedules I through V of Section 202 of the Controlled Substances Act shall be kept on file with the District, and will be available for inspection by an employee on request.

“Conviction” is a finding of guilt (including a plea of no contest), an imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

### 3. Employee Responsibilities

An employee must:

1. not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use; not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours or while on standby duty, on breaks, during meal periods or at anytime while on District property;
2. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty, unless attending a District sponsored event where alcohol may be served;
3. submit immediately to an alcohol and drug test when requested by a District representative, and approved by the General Manager or his/her designated representative;
4. notify his/her Supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment; and
5. provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

### 4. Management Responsibilities and Guidelines

Managers and Supervisors are responsible for reasonable enforcement of this policy.

Managers and Supervisors may request that an employee submit to a drug and/or alcohol test when a manager or Supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent Supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safety is reduced. "Reasonable suspicion" shall generally not be deemed to exist if other objective explanations exist.

For example, any of the following, alone or in combination, may constitute reasonable suspicion: (when such behavior is unusual for an individual):

- Slurred speech;
- Alcoholic odor on breath;
- Unsteady walking and movement;
- An accident involving District property, where it appears the employee's conduct is at fault, when other objective evidence exists;
- Physical altercation;
- Unusual behavior;
- Verbal altercation;
- Possession of alcohol or drugs;

Any Manager or Supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.

Any Manager or Supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or Supervisor should arrange for the employee to be safely transported home.

Managers and Supervisors shall not physically search the employee, nor shall they search the personal possession of an employee without the freely given written consent of, and in the presence of, the employee.

Managers and Supervisors shall notify their Department Manager or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District. If the Department Manager or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Manager shall notify the appropriate law enforcement agency.

## 5. Physical Examination and Procedure

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids.

If drug/alcohol testing is proposed, the employee who is to be tested shall have the right to determine whether the test is by blood sample or by urinalysis. Testing, other than by breathalyzer performed by law enforcement for reasonable cause, shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA), using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result. The split sample and/or original sample shall be available for parallel testing by a different licensed laboratory at the District's expense. Test results and samples shall be retained for at least one (1) year. Any irregularity in the chain of custody of a sample shall serve to void the test.

## 6. Results of Drug and/or Alcohol Analysis

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. "Positive results" shall be defined, for alcohol, as having a blood-alcohol level above that limit as established under California law for the operation of a motor vehicle.

If the drug screen is positive, the employee must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her Supervisor, the employee will be subject to disciplinary action up to and including termination.

If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts.

The Alcohol/Drug Abuse Report shall not be considered valid until signed by a trained Supervisor/Manager and the General Manager or his designee. Any such report shall be removed from the file unless confirmation is made that the violation took place.

## 7. Confidentiality

Suspicion of, participation in EAP laboratory reports and test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Administrative Services Department. The reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request.

Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

Disclosure of any information garnered through the administration of this policy is a violation of this policy and may cause discipline up to and including termination of the person or persons making the disclosure.

### L.M. Anti-Harassment and Anti-Discrimination, Discrimination, and Abusive Conduct Policy

The District is committed to providing a work environment free of unlawful harassment and discrimination. District policy prohibits all forms of harassment and unlawful discrimination in the workplace. This includes harassment or unlawful discrimination based in regard to sex, gender, gender identity or expression, race, creed, color, religion, class, disability, national origin, age, political or union affiliation, military/veteran's status, marital status, medical condition, ~~or~~ sexual orientation, or any other characteristic protected by federal, state or local law ("protected status"). Any technique or procedure used in recruitment and selection of employees shall be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique shall be used which, in the opinion of the District, is not justifiably linked to successful job performance.

This policy applies to all employees, vendors, and visitors. The District does not tolerate sexual or other unlawful harassment of employees at the work place or in any work-related situation by anyone. The District also prohibits unlawful discrimination and harassment of non-employees by employees in connection with any administration, enforcement, business, service or professional relationship with the District . If, after a prompt and thorough investigation, it is determined that an employee has engaged in discrimination and/or sexual or other harassment, that employee will be disciplined, up to and including discharge. The District will also seek to protect employees from harassment by non-employees in the work place or in work-related situations.

## 1. Harassment; Discrimination

The District strictly prohibits unlawful discrimination or harassment of employees in the workplace against any protected status of person as set forth above. Unlawful dDiscrimination is any action or conduct by which an employee is treated differently or less favorably than other employees similarly situated to him or her for the sole reason that he or she is a member of a legally protected class.

Harassment –includes all forms of offensive or unwelcome physical or verbal conduct that interferes with an employee’s work or creates an offensive or hostile working environment, based on an employee’s protected status. Such conduct constitutes harassment when (a) submission to such conduct is made a condition of employment, either expressly or implied, (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual, or (c) such conduct has the purpose or effect or unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment. It is also unlawful to discriminate or harass based on the perception or association of a protected status.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

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

## 2. Sexual Harassment

Sexual harassment of all types towards employees in the workplace is specifically prohibited and is illegal, unacceptable, and will NOT be tolerated. Under state and federal law, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that is offensive to the person or persons. It is illegal whenever (a) submission to such conduct is made a condition of employment, either expressly or implied, (b) submission to or rejection of

such conduct by an individual is used as the basis for employment decisions affecting that individual, or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment can occur between members of the same or opposite sex and is prohibited whether it involves a co-worker, a supervisor, or persons doing business with or for the District.

Examples of sexual harassment include unwelcome sexual propositions or marriage proposals; unwelcome hugging, kissing, or other offensive physical contact or a sexual nature; lewd gestures, remarks, or innuendos; unwelcome discussions of sexual practices or anatomy; and sexually offensive posters, photographs, drawings, cartoons, jokes, stories, nicknames, or comments about appearance.

### 3. Mandatory Training

All employees who are hired by the District will be given a copy of this Policy Manual and will receive guidance from the District on its provisions and the District's commitment to provide a workplace free from harassment, discrimination, and retaliation. In addition, all supervisors and employees will be trained in accordance with the requirements of FEHA (Government Code § 12950.1) and implementing regulations.

### 4. Reporting and Investigating Complaints of Discrimination or Harassment

Any employee who believes he or she has been unlawfully discriminated against or harassed should bring the matter to the attention of the employee's supervisor immediately and provide a full and accurate report of the underlying facts either verbally or in writing. Where the employee's supervisor is the alleged harasser, the employee should bring the matter to the attention of the Administrative Services Department. Employees are urged to report to the employee's Supervisor, but this is not required if the employee feels uncomfortable in doing so, or if the employee believes the supervisor is the harasser. In all cases, employees are free to report such problems directly to the Administrative Services Department.

Upon notification of a harassment complaint, the Administrative Services Manager or designee shall promptly and in good faith commence or conduct an investigation of the complaint and supervise and/or investigate the complaint. The investigation will generally include interviews with (1) the complainant; (2) the accused harasser; and (3) any person that is believed to have relevant knowledge concerning the complaint. This may include victims of similar conduct.

All such reports will be kept confidential to the greatest extent possible, but some disclosure will be necessary to conduct a proper investigation. In each case, the employee reporting the problem will receive a written reply from the Administrative Services Manager or designee on the results of the investigation and whether appropriate

action has been taken. Any employee who is not satisfied with the reply may appeal to the General Manager and will receive a reply in writing.

## 5. Additional Resources

FEHA (California Govt. Code Sections 12940 et seq.) prohibits unlawful discrimination or harassment based on a protected status. Employees may file complaints about sexual harassment or other illegal employment discrimination with the California Fair Employment and Housing Commission (FEHC), or with the California Department of Fair Employment and Housing (DFEH). The DFEH is authorized to accept and investigate complaints of employment discrimination, and to mediate settlements. The FEHC has authority to issue accusations against employers, conduct formal hearings, and award reinstatement, back pay, damages, and other affirmative relief. Employees may also file complaints with the federal Equal Employment Opportunity Commission (EEOC). [Additionally, the EEOC can be reached at \(800\) 669-4000 or on the Internet at \[www.eeoc.gov\]\(http://www.eeoc.gov\), and the DFEH can be reached at \(800\) 884-1684 or \(916\) 478-7200 or on the Internet at \[www.dfeh.ca.gov\]\(http://www.dfeh.ca.gov\).](#)

## 6. Retaliation

The District prohibits retaliation against any employee because of the employee's truthful and good faith opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment discrimination investigation, proceeding, or hearing. Any retaliatory action because of such opposition or participation will not be tolerated; and may also be unlawful. Opposition to perceived harassment or discrimination includes threatening to file a discrimination complaint with the EEOC, the DFEH, or court, or complaining about alleged employment discrimination or harassment to a manager, co-worker, or other official. Opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. Opposition in a manner which disrupts the workplace, or which constitutes an unlawful activity, or engaging in badgering or threatening of employees or supervisors is not protected. Participation includes filing, testifying, or assisting in any manner in an investigation, proceeding, hearing, or litigation under federal or state employment discrimination statutes or at other hearings regarding protected employee rights.

Employees who believe they have been retaliated against in violation of this Policy may inform the Administrative Services Department, and investigation of complaints shall be conducted as provided in this policy. FEHA prohibits retaliation against employees because they have filed a complaint with the DFEH, participated in an investigation, proceeding, or hearing with either agency, or opposed by practice made unlawful by the FEHA.

**Malicious Complaint:** While the District vigorously defends its employee's right to work in an environment free of sexual harassment, it also recognizes that false accusations of sexual harassment can have serious consequences. Accordingly, any



employee who is found, through the District's investigation, to have knowingly falsely accused another person of sexual harassment will be subject to appropriate disciplinary action, up to and including termination.

### **M.N. 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, or member of the public. No employee, other than those required by their position, shall bring a weapon (exclusive of personal defense chemical spray) of any type to a District facility, including parking lots and public streets outside or immediately adjacent to a District building or place in a District vehicle or equipment. Violation of this "zero tolerance" policy will lead to discipline, up to and including termination. An employee, having demonstrated a legitimate need and having obtained any necessary certification, may bring a personal defense chemical spray to a District facility including parking lots and public streets outside or immediately adjacent to a District building or place in a District vehicle or equipment, if first approved by their Department Manager having demonstrated a legitimate need and having obtained any necessary certification. the Administrative Services Department.

All employees are required to report immediately to their Supervisor and Manager any threats or incidents of violence. All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. Supervisors and Managers are required to investigate, or to cause to be investigated, incidents of violence or threats of violence to maintain department safety. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. The District will not tolerate retaliation against any employee who reports workplace violence or participates in any investigation.

Effective January 1, 1995 the Workplace Violence Safety Act became law. Pursuant to California Code of Civil Procedure Section 527.8, employers are permitted to seek temporary restraining orders (TRO) and an injunction to protect employees who have been the subject of actual or threatened unlawful violence in the workplace.

### **N.O. Sexual Assault, Domestic Violence & Stalking**

The District shall comply with California Labor Code Sections 230 and 230.1 which prohibits discrimination or adverse employment action against an employee who is a victim of domestic violence, sexual assault, or stalking, for taking time off from work to address such domestic violence, sexual assault, or stalking, for seeking medical attention, counseling, participating in safety planning or obtaining services from a domestic violence shelter program or rape crisis center.

Employees who are victims of sexual assault, domestic violence, or stalking may use available vacation, personal leave, accrued paid sick leave, or compensatory time off unless the employee is covered by a collective bargaining agreement that provides for

different rights regarding use of leave. An employee without available leave may still take time off for such purposes. Employees have a right to request, as a reasonable accommodation, that employers make changes in the workplace to ensure their safety.

As a condition of taking time off for the purposes set forth under Labor Code Section 230 and 230.1, the employee is required to give their supervisor reasonable advance notice of the employee's intention to take time off, unless the advance notice is not feasible. In the event of an unscheduled absence due to domestic violence, sexual assault and/or stalking, the District will not take any action against the employee if the employee, within a reasonable time after the absence, provides [a] written certification to the employer.

### **O.P. Abusive Conduct and Bullying**

It is the policy of the District to maintain a workplace free from any form of abusive conduct or bullying. The receiving of any complaints of alleged acts of abusive conduct or bullying will be taken seriously and will be promptly and objectively investigated, and offenders will be appropriately disciplined.

“Abusive conduct” is defined under Government Code Sections §12950.1(g)(2) as conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employee's legitimate business interests. For example, abusive conduct may take the form of, but not limited to, repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe or egregious.

Another form of abusive conduct may also be referred to as bullying. In addition to the above definition, examples of workplace bullying may include, but not limited to the spreading of malicious rumors, or insulting someone by word or behavior, ridiculing or demeaning someone, picking on someone or setting them up to fail, exclusion or victimization, unfair or discriminatory treatment, overbearing supervision or other misuse of power or position, making threats or comments about job security without basis, slapping, pushing, shoving, punching, or otherwise physically attacking someone, or deliberately undermining a competent worker by unnecessarily overloading their work and constant criticism.

If an employee is bullied because of their race, gender, religion, sexual orientation, disability, age, or any other protected status, he or she may have a claim for harassment and discrimination.

The District shall provide all employees with training against abusive conduct/bullying, as required by law.

## **P.Q. Open-Door Policy / Grievance Process**

Suggestions for improving the District are always welcome. If an employee has a complaint, suggestion, or question about their job, working conditions, or the treatment they are receiving, excluding any disciplinary action, the following steps should be taken:

### **1. Appeal to Supervisor**

In order to minimize potential misunderstandings first discuss any problem, concern, or grievance with the direct Supervisor. It is expected that any problem or grievance is addressed as soon as possible after the occurrence of the problem. Supervisors will make an effort to promptly investigate the matter and attempt to resolve the problem or provide an explanation or, where warranted, propose a remedy within one week from the occurrence, unless circumstances require a longer period.

### **2. Appeal to Manager (as applicable)**

If unsatisfied with the response or resolution by the Supervisor, the employee and their Supervisor may request an appointment with the Supervisor's direct report (Manager, or General Manager) within ten (10) working days, as applicable. The Services Manager or General Manager may then schedule an interview with the employee and attempt to resolve the problem within a reasonable period of time.

### **3. Appeal to Administrative Services Manager or Designee**

Should an employee not receive an answer or resolution from his/her Supervisor or Manager which is satisfactory to the employee, the employee may refer the matter to the Administrative Services Manager for further review within ten (10) working days. The Administrative Services Manager may then schedule a meeting with the employee and attempt to investigate and resolve the matter within a reasonable period of time. If assistance is needed with the complaint, or it is preferred to make a complaint in person, contact the Administrative Services Manager. It is encouraged that employees bring the matter up as soon as possible if the immediate Supervisor or Manager has failed to resolve it.

### **4. Appeal to General Manager**

If an employee remains unsatisfied with the response or resolution of the matter by his/her Supervisor, Manager, and the Administrative Services Manager, the employee may request an appointment with the General Manager of the District. The General Manager may, in their discretion, then arrange an interview with the employee and attempt to resolve the problem. The General Manager's decision will be considered final and conclusive for all parties.

This procedure is important for both the employee and the District and it cannot be guaranteed that every problem will be resolved to the employee's satisfaction. However,

the District values observations and employees should feel free to raise issues of concern, in good faith, without the fear of retaliation. This procedure does not alter the at-will nature of employment with the District.

## ARTICLE 98 - SEPARATION FROM SERVICE /TERMINATION

### A. Separation of Employment

Termination of employment is a regular and inevitable aspect of personnel activity within any organization, and many of the reasons for termination are routine. District management is not at liberty to divulge information concerning termination of employment except to the employee involved. Below are examples of some of the most common circumstances under which employment is terminated, either with or without cause, consistent with every District employee's at-will employment status:

1. Separation/Resignation: Employment termination initiated by an employee who chooses to leave the organization voluntarily, or by an employee who fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her Supervisor. An employee who desires to separate from employment shall submit a written resignation giving at least two (2) weeks' notice. The General Manager may consent to accepting less than two weeks as adequate notice to be considered in good standing.
2. Termination/Discharge: Employment termination initiated by the District. Another type of separation from employment may occur and initiated by the District when, upon completion of the interactive process under statutory law, it is determined that an employee is unable to perform the essential functions of their position with or without a reasonable accommodation, or an accommodation poses an undue hardship to the District.
3. Layoff: Involuntary employment termination initiated by the organization for reorganization, efficiency and/or economic reasons.
4. Retirement: Voluntary retirement from active employment status initiated by the employee.
5. Death of Employee: Immediate family should notify the District as soon as possible.

The District will generally schedule exit interviews at the time of employment termination. If a termination occurs on a non-work day, an exit interview will be scheduled the next business day. The exit interview will afford an opportunity to discuss such issues

as continuation of employee benefits, suggestions for improving employment conditions, complaints, questions or the return of District owned property. Notwithstanding this practice, since employment at the District is “at will” and based on continuing mutual consent, both the employee and the District have the right to terminate employment at any time, with or without cause.

Employees will receive their final compensation upon termination in accordance with applicable Federal and State laws. An employee who has submitted their resignation will receive his/her final check the next pay period. For any other reason for termination, the employee will receive their final paycheck within 72 hours. Any terminating employee will be paid for all work and accrued, unused vacation through the last day worked. Also, if applicable a prorated cell phone stipend.

The District does not generally make payments of “severance” compensation, other than salary and compensation amounts to which employees are entitled by law.

All District owned property and equipment, including vehicles, keys, cell phones, uniforms, identification badges, and credit cards must be returned immediately upon termination of employment. Employees who fail to return such property will be liable for the cost of replacement and/or other damages incurred by the District.

## **B. Reductions in Workforce**

District may lay off an employee because of shortage of work, lack of funds, material change in duties or organization, or for other legitimate reasons. The District may, after consultation with employees and/or formally recognized employee organizations as required by law, consider alternative actions in order to minimize layoffs. The General Manager will identify those classifications which will be reduced which will minimize the impact and will meet the necessary reduction in force requirements as determined by the District.

In determining which employees will be subject to layoff, the District will take into account among other things, operation and requirements, the skill, productivity, ability, seniority and past performance of those involved.

Notification:

1. No less than ten (10) working days before the effective date of the layoff, the appointing authority will notify Human Resources of the name(s), classification(s), and reason(s) for layoff of employee(s) being laid off.
2. All regular District employees to be laid off will be given written notice from Human Resources or designee of the effective layoff date no less than ten (10) working days before the effective day of the layoff. Such notice will be hand delivered or sent by certified mail.

# ARTICLE 97 - SEIU REPRESENTED

## EMPLOYEE DISCIPLINE

~~6.~~

### **Prohibited Conduct**

The following conduct is prohibited and will not be tolerated by the District. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and District operations also may be prohibited. Falsifying employment records, employment information, or other District records;

- ~~1. Recording the work time of another employee or allowing any other employee to record one's own work time, or falsifying any time card, either the employee's own or another employee's time;~~
- ~~2. Theft and deliberate or careless damage or destruction of any District property, or the property of any employee or customer;~~
- ~~3. Removing or borrowing District property without prior authorization;~~
- ~~4. Unauthorized use of District equipment, time, materials, or facilities;~~
- ~~5. Provoking a fight or fighting during working hours or on District property;~~
- ~~6. Participating in horseplay or practical jokes on District time or on District premises;~~
- ~~7. Carrying firearms or any other dangerous weapons on District premises at any time;~~
- ~~8. Engaging in criminal conduct;~~
- ~~9. Causing, creating, or participating in a disruption of any kind during working hours on District property;~~
- ~~10. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a Supervisor or member of management, or the use of abusive or threatening language toward a Supervisor or member of management;~~

### **11. Using abusive language;**

- ~~12. Failing to notify a Supervisor when unable to report to work;~~
- ~~13. Unreported absence of three consecutive scheduled workdays;~~
- ~~14. Failing to obtain permission to leave work for any reason during normal working hours;~~
- ~~15. Failing to observe working schedules, including rest and meal breaks;~~
- ~~16. Failing to provide a physician's certificate when requested or required to do so;~~
- ~~17. Sleeping or malingering on the job;~~
- ~~18. Making or accepting personal telephone calls, including personal cell phone calls, of more than five minutes in duration during working hours, except in cases of emergency;~~
- ~~19. Working overtime without authorization or refusing to work assigned overtime;~~
- ~~20. Wearing disturbing, unprofessional or inappropriate styles of dress while working;~~
- ~~21. Violating any safety, health, security or other District policy, rule, or procedure;~~
- ~~22. Committing a fraudulent act or a breach of trust under any circumstances;~~
- ~~23. Engaging in any act of unlawful harassment of another individual;~~
- ~~24. Acts which are incompatible with or inimical to the public service.~~

~~Any other conduct unbecoming to the District or contrary to District goals and policies is cause for discipline, up to and including termination, in the sole discretion of the District. This statement of prohibited conduct does not alter the District's policy of at-will employment. Either the employee or the District remains free to terminate the employment relationship at any time, with or without reason or advance notice.~~

### **A. Discipline Of Represented Employees**

Violation of the law, District policies and rules may warrant disciplinary action. The District may impose disciplinary measures. The system is not formal, and the District may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the



circumstances, in any order. The District's disciplinary policy in no way limits or alters the at-will employment relationship.

Supervisors are expected to counsel, or give a warning regarding an employee's performance, conduct, attitude or for some other reason as needed. Supervisors will document all disciplinary actions and employees are allowed to submit their own written response. In certain cases, employees may be terminated without prior counseling or warnings.

The individual circumstances, nature of the offense, and the employee's prior work record may be used among other factors to determine the appropriate action to be taken. While the District attempts to notify employees when their performance or behavior is unsatisfactory, the District may elect to terminate any employee at any time depending on the nature and/or seriousness of the infraction.

Any and all steps may be used in any order, at any time, or may be skipped entirely, in the sole discretion of the District. Disciplinary actions may take one or more of the following forms in any order:

- Counseling Session
- Verbal Warning
- Written Warning
- Probation
- Demotion
- Reduction in pay
- Suspension with or without pay
- Transfer or reduction in working hours
- Withholding of wage increase
- Termination

## 1. Admonishment or Reprimand

Admonishment and reprimand represent the two mildest forms of disciplinary action and neither type results in the loss of pay for the employee. These actions may be oral or written and constitute only a warning to the employee that he is not satisfactorily fulfilling the duties and responsibilities of their position. If the admonishment or reprimand is written and a copy is sent to the Administrative Services Manager, it shall become part of the employee's official personnel file. If a grievance is sustained then the written reprimand shall be purged from the record. No record of an oral reprimand shall be placed in the employee's official personnel file unless subsequent action is necessary. The Supervisor shall, however, make note of the date, time and content of the warning. Such records shall be made with full knowledge of the affected employee, evidenced by the employee's signature and date.

## 2. Demotion/Reduction in Pay

The appointing authority may demote or reduce in pay any employee whose ability to perform his required duties falls below standard, or for other disciplinary purposes. Such demotion/reduction in pay may be for a specified period of time with the understanding that the employee may be reinstated to the class from which he was demoted provided that agreed upon conditions set by the appointing authority are met to the satisfaction of the appointing authority. No employee shall be demoted to a position for which he does not possess the minimum qualifications.

## 3. Suspension

The appointing authority may suspend a regular employee from his position at any time for cause. The appointing authority may suspend an employee not to exceed twenty (20) working days. No employee shall be penalized by suspension for more than twenty (20) working days in any twelve (12) month period for disciplinary reasons. Suspensions shall be reported immediately to the Administrative Services Manager.

## 4. Discharge

An employee may be discharged for cause at any time by the appointing authority. Whenever it is the intention of the appointing authority to discharge an employee, the Administrative Services Manger shall be notified. Any represented employee who has been discharged shall be entitled to pre-disciplinary procedural due process which is outlined in the MOU.

### ~~D.B. Disciplinary Action~~ Discipline of Unrepresented and At-Will Employees

Violation of the law, District policies and rules may warrant disciplinary action. The District may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, in any order, including termination. The District's disciplinary policy in no way limits or alters the at-will employment relationship where the employee may be terminated at any time with or without cause and is not subject to grievance or appeal.

Any and all steps may be used in any order, at any time, or may be skipped entirely, in the sole discretion of the District. Disciplinary actions may take one or more of the following forms in any order:

- Counseling Session
- Verbal Warning
- Written Warning

- Probation
- Demotion
- Reduction in pay
- Suspension with or without pay
- Transfer or reduction in working hours
- Withholding of wage increase
- Termination

### **C. Grounds for Discipline**

The following conduct is prohibited and will not be tolerated by the District. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare, and District operations also may be prohibited.

~~25-1.~~        Falsifying employment records, employment information, or other District records;

~~26-2.~~        Recording the work time of another employee or allowing any other employee to record one's own work time, or falsifying any time card, either the employee's own or another employee's time;

~~27-3.~~        Theft and deliberate or careless damage or destruction of any District property, or the property of any employee or customer;

~~28-4.~~        Removing or borrowing District property without prior authorization;

~~29-5.~~        Unauthorized use of District equipment, time, materials, or facilities;

~~30-6.~~        Provoking a fight or fighting during working hours or on District property;

~~31-7.~~        Participating in horseplay or practical jokes on District time or on District premises;

~~32-8.~~        Carrying firearms or any other dangerous weapons on District premises at any time;

~~33-9.~~        Engaging in criminal conduct;

- ~~34.10.~~ Causing, creating, or participating in a disruption of any kind during working hours on District property;
- ~~35.11.~~ Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a Supervisor or member of management, or the use of abusive or threatening language toward a Supervisor or member of management;
- ~~36.12.~~ Using abusive language;
- ~~37.13.~~ Failing to notify a Supervisor when unable to report to work;
- ~~38.14.~~ Unreported absence of three consecutive scheduled workdays;
- ~~39.15.~~ Failing to obtain permission to leave work for any reason during normal working hours;
- ~~40.16.~~ Failing to observe working schedules, including rest and meal breaks;
- ~~41.17.~~ Failing to provide a physician's certificate when requested or required to do so;
- ~~42.18.~~ Sleeping or malingering on the job;
- ~~43.19.~~ Making or accepting personal telephone calls, including personal cell phone calls, of more than five minutes in duration during working hours, except in cases of emergency;
- ~~44.20.~~ Working overtime without authorization or refusing to work assigned overtime;
- ~~45.21.~~ Wearing disturbing, unprofessional or inappropriate styles of dress while working;
- ~~46.22.~~ Violating any safety, health, security or other District policy, rule, or procedure;
- ~~47.23.~~ Committing a fraudulent act or a breach of trust under any circumstances;
- ~~48.24.~~ Engaging in any act of unlawful harassment of another individual; or
- ~~49.25.~~ Acts which are incompatible with or inimical to the public service.

Any other conduct unbecoming to the District or contrary to District goals and policies is cause for discipline, up to and including termination, in the sole discretion of

the District. This statement of prohibited conduct does not alter the District's policy of at-will employment. Either the employee or the District remains free to terminate the employment relationship at any time, with or without reason or advance notice.

## ARTICLE 107 - HEALTH AND SAFETY

### **A. Safety Policy**

It is the policy of the District that accident prevention shall be of high importance in all phases of operation and administration. It is the intention of the District to provide safe and healthy working conditions. It is, therefore, a basic requirement that each Supervisor make the safety of employees part of his/her regular Supervisory function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Employees are expected to assist management in accident prevention activities. Unsafe conditions must be reported. All employees are responsible for the housekeeping duties that pertain to their jobs. Any injury that occurs on the job must be reported to management as soon as possible. In no circumstance, except an emergency, should an employee leave a shift without reporting an injury that has occurred.

### **B. Safety Training**

All new employees will be provided a safety orientation during their initial assignment to the job. The orientation will be conducted by a Safety Committee representative, Manager, or Supervisor. It will cover the District safety rules and safe practices required for their job assignment as well as a copy of the Injury and Illness Prevention Program. Employees given a new job assignment will be provided safety training regarding any new hazards.

To ensure that all employees receive appropriate training, all District employees will participate in:

Scheduled safety meetings

Additional training as job duties or work assignments are expanded or changed.

Other training programs as appropriate.

Further training will be provided whenever employees are exposed to new processes, machinery, equipment chemicals and/or previously unrecognized hazards.

## C. Heat Illness

The District is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All Supervisors are trained in the prevention of heat illness. Refer to the District's *Injury Illness and Prevention Program* or talk to a Supervisor for details on how to ensure protection from heat illness dangers.

## D. Security/Workplace Violence

The District has developed guidelines to help maintain a secure workplace. Employees should be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Any suspicious persons or activities should be reported to Management personnel. An employee's desk or office should be secured at the end of the day. If called away from the work area for an extended length of time, employees should not leave valuable and/or personal articles in or around workstations that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. A Supervisor should be notified immediately when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

The District's workplace security and violence program is described in detail in the District's *Illness and Injury Prevention Program (IIPP)*.

## E. Recreational Activities and Programs

The District or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## F. Inclement Weather/Natural Disasters

In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, the following leave policies will apply:

### 1. Inclement Weather

Conditions that excuse absence from work include flooding, heavy rainstorms, hail, road closure and power outages. If weather conditions prevent an employee from safely traveling to work, they must notify their immediate Supervisor by phone, if telephone service is functional, or by any other available means.

## 2. Natural Disasters

In the event of a natural disaster such as earthquake, fire, or explosion, the office will be closed if the building is damaged or highways leading to the office are damaged. For instructions on reporting to another location, contact a Supervisor immediately, if possible.

The safety of employees' families should be the employees' first priority in these situations, and then they can contact a Supervisor for instructions on when and where to report.

### G. Ergonomics

The District is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The District will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The District encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The District believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment.

For questions about ergonomics, contact the Administrative Services Manager.

### H. Employees Who Are Required to Drive

The following Policy is established for the use of the District-owned vehicles and private vehicles in the conduct of official business of the District:

#### 1. District Vehicles

The use of motor vehicles for other than official purposes shall be prohibited.

Only employees over 18 years of age are permitted to drive for the District.

No person shall operate any vehicles owned and maintained by the District unless such person is an employee of the District and has a valid operator's license issued by the California Department of Motor Vehicles. Any person operating a vehicle owned and maintained by the District is responsible for observing all rules and regulations as prescribed for the safe operations, maintenance and security of such vehicle.

No person shall be a passenger in any vehicle owned or maintained by the District unless one of the following conditions is met:

Such person is an employee of the District



Such person has a business relationship with the District, and transportation in such vehicle of the District is necessary

Such person is a family member of an employee of the District and the transportation of such person is necessary to attend a business meeting or event which such person is volunteering or an invited guest.

## 2. Private Vehicle Use

Employees who drive their own vehicles on approved District business will be reimbursed upon submission of a District Mileage Report to Accounting.

Reports should be submitted monthly listing beginning and ending mileage for each trip with the purpose of the trip. Mileage will be reimbursed at the rate designated by the Internal Revenue Service.

The District will not be responsible for any damages, parking tickets, equipment violation citations or moving violations incurred while operating a vehicle on District business.

Those who are required to drive a District vehicle or their own vehicles on District business will be required to provide proof of a current valid driver's license and current effective insurance coverage before the first day of employment.

The District participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who drive as part of their job.

### I. Use of Cell Phone While Driving

In the interest of the safety of our employees and other drivers, District employees are required to stop the vehicle in a safe location so that they can safely use their cell phone or similar device.

Employees must adhere to all federal, state or local rules and regulations regarding the use of cell phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulation or other ordinance. Employees must not use hand held cell phones for business purposes while driving. Should an employee need to make a business call while driving, he/she should locate a lawfully designated area to park and make the call or use a hands-free speaking device such as a speakerphone/earpiece.

# INDEX

## A

Appeal, 20, 21

## C

CalPERS, 13, 50, 51

clothing, 59, 60

Compensatory Time, 10

Conduct, 20, 21, 58

## D

Demotion, 20

Discharge, 27

## E

evaluations, 17, 18

Exempt, 4, 6, 24, 32, 35

## F

Full Time, 10, 31

## H

harassment, 59, 62, 71, 72

hours, 24, 31

## L

### A

Appeal, 56, 57

applicant, 3

assistance, 58

### C

CalPERS, 34

clothing, 63, 64

Compensatory Time, 14

Conduct, 50, 54, 66

### D

Demotion, 53

Discharge, 54, 66, 81

### E

layoff, 28

## M

Management, 7, 15, 23, 59, 78, 79, 82

## O

overtime, 4, 10, 24, 32, 59

## P

part time year round, 4, 5, 7, 13, 18, 50

PEPRA, 13

performance, 4, 17, 18, 25, 28, 36, 60, 78

## R

Retirement, 10, 13, 14, 27, 50

## S

sick, 31

Suspension, 20

## V

vacation, 31

Vacation, 5, 6, 7

Vehicle, 84

vehicles, 83, 84

evaluations, 45, 46

Exempt, 8, 11, 15, 69, 71, 72, 73

### F

Full Time, 7, 14

### H

harassment, 4, 5, 6, 52, 65

hours, 7, 8, 58, 60, 63, 74

### L

layoff, 82

### M

Management, 5, 12, 41, 61, 64, 69, 71, 73, 77

### O

~~overtime, 8, 14, 52, 69, 71, 72, 74~~

~~P~~

~~part time year round, 9, 10, 12, 34, 35, 47~~

~~PEPRA, 34~~

~~performance, 8, 15, 44, 45, 46, 52, 54, 55, 57, 58, 59, 60, 65, 69, 75, 82~~

~~probationary, 8~~

~~R~~

~~Reduction in Pay, 53~~

~~Reprimand, 53~~

~~request, 60, 61, 62, 63~~

~~Retirement, 14, 34, 35, 81~~

~~S~~

~~safety, 57, 61~~

~~sick, 7~~

~~Suspension, 53, 54~~

~~V~~

~~vacation, 7~~

~~Vacation, 10, 11~~

~~Vehicle, 79~~

~~vehicles, 79~~

**EMPLOYEE COPY**

**ACKNOWLEDGEMENT OF RECEIPT OF THE PLEASANT VALLEY RECREATION  
and PARK DISTRICT EMPLOYEE MANUAL PERSONNEL POLICY MANUAL AND  
TERMS OF EMPLOYMENT**

I have received my copy of the Pleasant Valley Recreation and Park District's Employee Manual/Personnel Policy Manual. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Manual.

UNREPRESENTED EMPLOYEES \_\_\_\_\_  
Initial

I understand that, except for employment at-will status, any and all policies or practices can be changed at any time by the District. The District reserves the right to change my hours, wages, and working conditions and locations at any time. I understand and agree that other than the General Manager of Pleasant Valley Recreation and Park District, no Manager, Supervisor, or representative of the District has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board of Directors has the authority to make any such agreement and then only in writing, signed by the Board of Directors.

I understand and agree that nothing in the employee Manual/Personnel Policy Manual creates or is intended to create a promise or representation of continued employment and that employment at the District is employment at-will; employment may be terminated at the will of either the District or me. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the District and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the District.

REPRESENTED EMPLOYEES \_\_\_\_\_  
Initial

I understand the Memoranda of Understanding between SEIU Local 721 and the Pleasant Valley Recreation & Park District supersedes any contradicting language contained in the Personnel Policy Manual/Personnel Policies and Procedures.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (Please Print)

The information in this handbook supersedes all previously issued publications, documents or memoranda that would be in conflict with the provisions set forth herein.

## **TO BE RETAINED IN THE EMPLOYEE'S HANDBOOK**

**PLEASANT VALLEY RECREATION AND PARK DISTRICT  
STAFF REPORT / AGENDA REPORT**

**TO: PERSONNEL COMMITTEE**

**FROM: MARY OTTEN, GENERAL MANAGER**  
**By: Kathryn Drewry, Human Resources Specialist**

**DATE: July 27, 2022**

**SUBJECT: EMPLOYER-EMPLOYEE RELATIONS RESOLUTION**

**SUMMARY**

California Government Code section 3507 provides that a public agency may adopt reasonable local rules and regulations after consultation in good faith with representatives of a recognized employee organization or organizations for the administration of employer-employee relations. While not mandatory, it is beneficial for a local agency to adopt such local rules, usually in the form of an employer-employee relations resolution, to meet the organizational needs of the agency. The District previously adopted local rules in 1973, which have become long outdated and overdue for an update. Thus, staff meet and conferred and reached agreement with SEIU Local 721 on an updated Employer-Employee Relations resolution, which it presents with this Agenda Report.

**BACKGROUND**

The Meyers-Milias-Brown Act (“MMBA”) of 1968 established collective bargaining for California’s municipal, county, and local special district employers. In 1973, the District adopted the attached Resolution #104 regarding employer-employee relations, providing local rules governing, among other things, recognition of employee organizations, bargaining unit determination, labor negotiations, impasse, MOUs, grievances, and prohibited practices. Effective July 1, 2001, MMBA governed agencies and employees were brought under the jurisdiction of the California Public Employment Relations Board (“PERB”), which meant application of longstanding PERB case law to those agencies and significantly affected labor relations between public sector employers and employees. In addition, the MMBA has been significantly changed in the last 10 years relative to employee rights, impasse, factfinding, agency shop, employee organization rights and employer communications. Based upon these changes since the 1973 adoption of Resolution #104, the District staff and its general counsel determined it was time to update the District’s Employer-Employee Relations Resolution.

California Government Code section 3507 provides that a public agency may adopt reasonable local rules and regulations after consultation in good faith with representatives of a recognized employee organization or organizations for the administration of employer-employee relations. The District’s general counsel prepared a draft updated Employer-Employee Relations Resolution and proceeded to meet and confer with the attorney for SEIU Local 721 regarding edits and final approval of same. As a result, SEIU Local 721 has approved the attached updated Employer-Employee Relations Resolution (“EERR”).

## **ANALYSIS**

The District continues to seek to promote communication and improved employer-employee relations between the District, its employee organizations and its employees by establishing and maintaining uniform and orderly methods of communication and labor relations. The attached updated EERR provides clarification and additional provisions to bring the old 1973 EERR consistent with current law and labor relations practices. It includes the following general updates:

- Clarified rules for recognition and decertification of employee organizations
- New rules covering unit modification and/or severance, which were previously missing
- Updated management rights and employee organization rights
- Updated impasse procedures, including state mandated factfinding procedures
- Updates to meet and confer obligations on matters within the scope of bargaining
- Clarified review and appeal rights
- Clarified use of District resource rules

## **FISCAL IMPACT**

There is no fiscal impact at this time.

## **RECOMMENDATION**

Review the updated Employer-Employee Relations Resolution and provide direction.

## **STRATEGIC PLAN COMPLIANCE**

Meets 2021 Strategic Plan Goal 1.5 G.: Evaluate and Provide Necessary Tools

## **ATTACHMENTS**

- 1) Updated Employer-Employee Relations Resolution
- 2) Resolution #104



**RESOLUTION NO. XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, CALIFORNIA, REPLACING RESOLUTION NO. 104 PERTAINING TO COMMUNICATIONS AND LABOR RELATIONS BETWEEN THE DISTRICT, ITS EMPLOYEES AND ITS EMPLOYEE ORGANIZATION(S)**

**WHEREAS**, Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Section 3500 et seq.), also referred to as the Meyers-Miliias-Brown Act (“MMBA”), was enacted for the purpose of promoting full communication and improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed; and

**WHEREAS**, Government Code section 3507 empowers a local agency to adopt reasonable rules and regulations for the administration of employer-employee relations after consultation in good faith with representatives of its employee organizations regarding such proposed rules and regulations; and

**WHEREAS**, on August 9, 1973, the Board of Directors of the Pleasant Valley Recreation & Park District (“Board”) previously adopted Resolution No. 104, relating to establishing uniform and orderly methods of communication and administration of employer-employee relations pursuant to and in conformance with the MMBA; and

**WHEREAS**, the Pleasant Valley Recreation & Park District (“District”) seeks to continue to promote full communication and improved employer-employee relations between the District and its employees by updating and amending its established uniform and orderly methods of communication and administration of employer-employee relations to conform with changes in law and in the MMBA and the approval of a Recognized Employee Organization; all occurring since its adoption of Resolution No. 104, and

**WHEREAS**, District labor representatives have met and conferred in good faith with the employee representatives of the District's Recognized Employee Organization, as hereinafter defined, regarding the preparation of an updated comprehensive employer-employee relations resolution which provides improved guidance and procedures for communications and labor relations between the parties; and

**WHEREAS**, the Board believes that it is in the best interests of the District and its employees to now adopt an updated amended and restated employer-employee relations resolution to replace Resolution 104.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

## **ARTICLE I. GENERAL PROVISIONS**

### **Section 1. Title of the Resolution**

This Resolution shall be known as the Employer-Employee Relations Resolution of the Pleasant Valley Recreation & Park District.

### **Section 2. Statement of Purpose; Rescission of Prior Resolution**

This Resolution is adopted as authorized under Chapter 10, Division 4, Title 1 of the California Government Code (Section 3500 *et seq.*), entitled the Meyers-Milias-Brown Act ("MMBA"), to provide reasonable and orderly procedures for the administration of employer-employee relations between the District and its employees, including procedures for the recognition of employee organizations, determination of appropriate units of representation and/or modifying such units, and a reasonable, uniform and orderly method for the resolution of questions and/or disputes regarding wages, hours, and other terms and conditions of employment of District employees.

Resolution No. 104 is hereby rescinded, replaced and superseded by this Resolution, which shall take precedence over the provisions of any prior minute orders, statements of policy, or personnel rules of the Board dealing with the same subjects and matters as are covered herein.

### **Section 3. Definitions**

Except as otherwise specifically provided below, the terms used in this Resolution shall be defined in the same way as such terms are defined in the MMBA. In addition, the following definitions are adopted for terms used in this Resolution.

3.1 "Appropriate Unit" or "Employee Unit of Representation" means a unit of employee classes or positions established pursuant to Article II of this Resolution.

3.2 "Confer in good faith" or "meet and confer in good faith" means performance by the duly authorized District representative and a representative of a Recognized Employee Organization or Exclusively Recognized Employee Organization who shall have the mutual obligation personally to meet within the time periods established by Section 6 of this Resolution upon request, to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation, including wages, hours and other terms and conditions of employment, in a good faith effort to: 1) reach agreement on those matters within the authority of such representatives; 2) freely exchange information, opinions and proposals; and 3) reach agreement in the form of a tentative agreement and/or memorandum of understanding on what will be recommended to the Board on those matters within the decision making authority of the Board. This does not require either party to agree to a proposal or to make a concession.

3.3 "Confidential Employee" means any employee who is privy to the decisions of District management relative to the District's position on matters concerning employer-employee relations and shall include employees in administrative or secretarial support positions to such employees. The District may designate confidential positions. (Note, this is distinct from another common use of the term "confidential employee" in public administration that refers to an employee that handles confidential legal or personnel information.) Positions included in the District's position classification plan to be initially deemed to be confidential for the purpose of this Resolution are: the General Manager, all Managers, and the Human Resources Specialist, with additional positions to be possibly added in the future.

3.4 "Consult in good faith" or "meet and consult in good faith" means to communicate in writing or, if requested by the employee organization within the time limits set by the Recognized Employee Organization, orally, for the purpose of presenting and obtaining views, and advising of intended actions in a good faith effort to reach a consensus; and as distinguished from meeting and conferring in good faith regarding matters within the required scope of the meet and confer process. Consult in good faith does not involve an exchange of proposals and counterproposals in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to Article IV hereof.

3.5 "Days" means calendar days unless otherwise stated.

3.6 "District" shall mean the Pleasant Valley Recreation & Park District, a California special district, and where appropriate herein, the "Board" refers to the Board of Directors, the governing body of said District, or any duly authorized representative of the District.

3.7 "District Employee Relations Representative" shall mean the District's General Manager, who shall be the District's principal representative in all matters of employer-employee relations, or their duly authorized representative.

3.8 "Employee" means any person employed by the District in a position approved in the District's allocated positions and compensation plan, as approved by the Board of Directors.

3.9 "Employee Organization" means either of the following:

(a) Any organization that includes employees of a public agency and that has as one of its primary purposes representing those employees in their relations with that public agency; or

(b) Any organization that seeks to represent employees of a public agency in their relations with that public agency.

3.10 "Employee Representative" means the authorized representative of a Recognized Employee Organization or an Exclusively Recognized Employee Organization.

3.11 "Employer-Employee Relations" means the relationship between the District and its employees and their employee organization(s), or when used in a general sense, the relationship between District management and individual employees or employee organization(s).

3.12 "Exclusive Recognized Employee Organization" ("EREO") means a sole employee organization certified as the representative of all employees in a unit or units, whether or not those employees are its members, and having the exclusive right and duty to meet and confer in good faith on behalf of said employees concerning statutorily required subjects pertaining to unit employees and thereby assuming the corresponding obligation of fairly representing said employees.

3.13 "Filing Period" means the period between November 1st and December 31st of every year following the adoption of this Resolution during which an employee organization or the District may propose to modify an existing unit of representation.

3.14 "Contract Bar" means that no petition by an Employee Organization to be recognized or decertified may be filed while a Memorandum of Understanding, which is in effect for three (3) years or less, except during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding, also known as the "window period." For a Memorandum of Understanding with a duration of more than three (3) years, a petition may be filed in the "window period" described above and also after the conclusion of the third year the Memorandum of Understanding has been in effect.

3.15 "Impasse" means that the representatives of the District and a Recognized Employee Organization or Exclusively Recognized Employee Organization have reached a "deadlock" or point in the meet and confer process in good faith where their differences on matters to be included in a Memorandum of Understanding, or on general mandatory bargaining matters within the scope of representation and concerning subjects on which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

3.16 "Management Employee" means any employee in a position having significant responsibilities for formulating, administering or managing the implementation of District policies and programs through independent judgment, including, but not limited to, the exercise of discretionary authority to develop and modify institutional goals and priorities, including, but not limited to, the District's General Manager, all Department Heads and all Managers.

3.17 "Mediation or Conciliation" means the efforts of an impartial third person or persons functioning as an intermediary to assist the District and a Recognized Employee Organization or Exclusively Recognized Employee Organization in reaching a voluntary resolution to impasse, through interpretation, suggestion and advice. As used herein, Mediation and Conciliation are interchangeable terms.

3.18 "Memorandum of Understanding" means a written document jointly prepared by the District Employee Relations Representative or their designee(s), and a Recognized Employee Organization or Exclusively Recognized Employee Organization enumerating any agreement reached as the result of meeting and conferring on matters within the scope of representation, and the same signed by the parties involved, and ratified by the majority of the relevant bargaining unit, and approved by the Board of Directors.

3.19 "Professional Employee" means any employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction.

3.20 "Proof of Employee Support" means (1) an authorization card recently signed and personally dated by an employee within ninety (90) days of its submittal to the District or (2) a verified authorization petition or petitions recently signed and personally dated by an employee within ninety (90) days of its submittal to the District.

3.21 "Recognized Employee Organization" ("REO) means any employee organization which has been formally acknowledged by the District as an employee organization that represents employees of the District in a unit formally acknowledged by the District.

3.22 "Scope of Representation" means all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order

3.23 "Supervisory Employee" means any employee who has authority, in the interest of the District, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work and direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

## **Section 4. Employee Rights**

4.1 Subject to the requirements of the law and Section 5 below, employees shall have the following rights:

- (a) To form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters within the scope of representation, in accordance with this Resolution.
- (b) To refuse to join or participate in the activities of employee organizations and to represent themselves individually in their employment relations with the District.
- (c) To be free from the interference, intimidation, restraint, coercion, or discrimination by the District, any employee organization, or any other employee because of the exercise of these rights.

4.2 Professional Employees shall not be denied the right to be represented separately from nonprofessional employees by an employee organization consisting of such Professional Employees.

4.3 No Supervisory, Management, or Confidential Employee may represent any employee organization, which represents other employees of the District on matters within the scope of representation, , and no Supervisory, Management, or Confidential Employees may engage in any activity with or on behalf of any employee organization which would result in an actual or apparent conflict of interest, as determined by the District Employee Relations Representative.

## **Section 5. District Responsibilities and Rights**

5.1 To ensure that the District is able to carry out its functions and responsibilities imposed by law, the District has and will retain the exclusive right to manage and direct the performance of District operations and the work force performing such operations. Among the rights which are reserved to the District are the following:

- (a) To determine the merits, necessity, organization, expansion, or diminishment of any operation, service, or activity conducted by the District;
- (b) To determine and change the facilities, methods, means, and personnel by which District operations are to be conducted;
- (c) To determine and change the number of locations, relocations, and types of District operations and the processes and materials to be employed in carrying out said operations including, but not limited to, the right to subcontract any work or operation;

- (d) To determine the size, assignments, and composition of the employee work force, to determine employee job classifications and contents thereof, and to assign work to employees in accordance with requirements as determined by the District;
- (e) To relieve employees from duty because of lack of work, lack of financial resources, or other non-disciplinary reasons;
- (f) To hire, transfer, promote, and discipline employees in accordance with the District's Personnel Rules;
- (g) To determine policies, procedures and standards for the selection, training and promotion of employees;
- (h) To establish employee performance standards including, but not limited to, quality and quantity standards;
- (i) To maintain the efficiency of governmental operations;
- (j) To take any and all necessary actions to carry out the District's operations in emergencies;
- (k) To exercise complete control and discretion over the District's organization and the technology of performing its work and services; and
- (l) To establish reasonable work and safety rules and regulations to maintain the efficiency and economy desirable in the performance of District operations.

5.2 The District, in exercising these rights and operations, will not discriminate against any employee because of membership or non-membership in any employee organization.

## **Section 6. Meeting and Conferring**

6.1 Unless otherwise specifically designated by the Board, the General Manager of the District or such representative as they may designate in writing, is hereby designated the District Employee Relations Representative ("DERR"), who shall be the District's principal representative on all matters of employer/employee relations, with authority to meet and confer in good faith on matters within the scope of representation, including wages, hours and other terms and conditions of employment. The DERR may adopt reasonable rules and regulations for the conduct of elections provided for in this Resolution.

6.2 The DERR is authorized to designate, from time to time, and after consultation with any affected Recognized Employee Organization, Confidential Employees, Management Employees, Supervisory Employees, Professional



Employees and/or Peace Officers as defined in this Resolution, and may at any time revoke such designations. Upon such designation being made, the DERR may assign such employees to an appropriate representation unit, if applicable and/or appropriate. Upon revocation of such designation, the DERR shall assign the affected employee to an appropriate representational unit.

6.3 Any Recognized Employee Organization or Exclusively Recognized Employee Organizations directly affected by an action taken by the DERR in accordance with the designation of any employee as Confidential, Management, Supervisory or Professional may appeal such decision in accordance with the appeal provisions provided in this Resolution. Failure to initiate an appeal within thirty (30) days shall be deemed a waiver of the organization's right to appeal the action of the DERR. No action taken by the DERR in accordance with this Section shall have force and effect until expiration of the 30-day appeal period prescribed herein. If an appeal from such action is filed by an employee organization within the thirty (30) day time period prescribed herein, such action shall not become effective pending hearing of the appeal and completion of the impasse procedure if invoked.

6.4 The District, through its DERR, shall meet and confer in good faith with Employee Representative(s) of any Recognized Employee Organization ("REO") or Exclusively Recognized Employee Organization ("EREO") whichever applies regarding matters within the scope of representation for its members or for all employees, whichever applies, in the unit for which such organization is recognized.

6.5 When a REO or EREO desires to meet and confer with the District, through its Employee Representative(s), on matters within the scope of representation, said organization shall make a request in writing to the DERR and specify the subjects to be discussed.

6.6 For matters within the scope of representation that have a fiscal impact and are not currently accounted for in the current budget, it is advisable that the REO or EREO submit any and all request(s) to meet and confer to the DERR on by March 15 and in the manner specified below:

6.6.1 If a REO or EREO fails to submit, or to request a reasonable extension of time to submit, written requests by March 15th, the DERR shall send written notice requesting said employee organization to submit its written requests. If said employee organization fails to deliver to the DERR its written request(s) the meet and confer process will not commence until such request is submitted.

6.6.2 Promptly after such written requests have been made, a meeting shall be arranged by the DERR at a time and place mutually satisfactory to the parties involved.

6.6.3 The parties shall aim to complete the meet and confer process discussed in this Section by the commencement of the fiscal year in which the changes and/or requests are to become effective, or by any other extension of time as agreed upon by the parties in writing.

6.7 Where the District proposes to take action on matters regarding wages, hours, and other terms and conditions of employment within the scope of representation, whether such action be by ordinance, resolution, rule, or regulations, reasonable written notice shall be given to each REO or EREO affected thereby, and each shall be given the opportunity to meet and confer with the District, through its DERR, including applicable impasse and factfinding procedures, prior to the adoption of same. In cases of emergency when the Board of Directors determines that an ordinance, resolution rule or regulation must be adopted immediately without prior notice or meeting with any REO or EREO, the DERR shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of same.

6.8 If a tentative agreement is reached by the authorized representative(s) of the District and the REO or EREO, the Board of Directors shall vote to accept or reject the tentative agreement within thirty (30) days of the date it is first considered at a duly noticed public meeting. A rejection of the tentative agreement shall not bar the filing of an unfair practice charge for failure to meet and confer in good faith. If the Board of Directors accepts the tentative agreement, the parties shall jointly prepare a written Memorandum of Understanding that reflects the tentative agreement, signed by the DERR, and the duly authorized Employee Representative(s). Said Memorandum of Understanding shall be brought to the Board and is not binding until approved by the Board of Directors.

## **Section 7. Consult or Consultation in Good Faith**

The DERR shall consult in good faith with representatives of any REO or EREO prior to the modification of any rules and regulations for the administration of employer-employee relations, including any amendments to this Resolution.

## **ARTICLE II. - REPRESENTATION PROCEEDINGS**

### **Section 8. Employee Unit of Representation**

8.1 The District has recognized Service Employees International Union Local 721, as the Exclusively Recognized Employee Organization of the Miscellaneous

Unit, as defined by the most recent Memorandum of Understanding between the parties.

8.2 Additional or different employee units of representation may be created by action of the Board of Directors as it deems appropriate, upon the District's own motion or upon a petition filed by an employee organization pursuant to this Resolution. In making its determination, the Board of Directors will investigate and consider the following factors:

- (a) Whether and which employees share a similar community of interests, kinds of work performed, types of qualifications required, and general working conditions;
- (b) The District's needs to maintain an efficient operation;
- (c) The units of representation historically recognized by the District, except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized;
- (d) Consistency with the organizational patterns of the District;
- (e) Effect of differing legally mandated Impasse resolution procedures;
- (f) Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units; and
- (g) Other matters considered relevant by the District to promoting sound employer-employee relations and efficient operation of the District.

8.3 Consistent with the requirements of section 15.3, the DERR shall, after notice to and consultation with affected Employee Organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section. Nothing in this section alters existing PERB law regarding the creation or allocation of new classifications or positions, the deletion of existing classifications or positions, the reclassification of classifications or positions, or the obligation to negotiate any effects of such decisions that fall within the scope of representation.

## **Section 9. Requirements For and Process of Becoming an Exclusively Recognized Employee Organization.**

9.1 Only one employee organization shall be recognized as an employee organization representing employees in a unit and, after the effective date of this

Resolution, only exclusive recognition on behalf of a unit established in accordance with this Resolution or amendment hereto shall be conferred.

9.2 An employee organization which was a Recognized Employee Organization immediately prior to the effective date of this Resolution shall continue to be so recognized under this Resolution in the unit for which it had been recognized, subject to Sections 9, 14 through 16 herein, and provided that said organization, sixty (60) days after the effective date of this Resolution, submits current information listed in Sections 9.3.1 through 9.3.7 and acknowledges in writing within said time limit that it consents to the definition of said unit or units set forth in Section 8.

9.3 Process of Becoming Recognized. An employee organization seeking to become certified as the Exclusively Recognized Employee Organization representing employees in an appropriate unit shall file a petition ("Recognition Petition") with the DERR, subject to the Contract Bar. The Recognition Petition shall contain all of the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct, and complete:

9.3.1 Name and address of the employee organization;

9.3.2 Names and titles of its officers;

9.3.3 Names of employee organization representatives who are authorized to speak on behalf of the organization;

9.3.4 Names and addresses of no more than two (2) employee representatives to whom notices, if sent pursuant to this Resolution, will be deemed sufficient notice to the employee organization for any purpose;

9.3.5 A copy of the employee organization's current Constitution and Bylaws, which shall contain a statement that the employee organization has, as one of its primary purposes, the representation of employees in their employment relations;

9.3.6 A statement whether the employee organization is a subordinate body of, or affiliated directly or indirectly in any manner with, any regional or state or international organization and, if so, the name and address of each such regional, state, national, or international organization;

9.3.7 A statement that the employee organization has no restriction on membership based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

expression, age, sexual orientation, or military and veteran status of any person;

9.3.8 The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein;

9.3.9 A statement that the employee organization has in its possession Proof of Employee Support to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation to the DERR or to a representative of the California State Mediation and Conciliation Service; and

9.3.10 A request that the DERR formally acknowledge the employee organization as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

## **Section 10. District Response to Recognition Petition for an Exclusively Recognized Employee Organization**

10.1 Upon receipt of the Recognition Petition, the DERR shall determine whether:

- (a) There has been compliance with the requirements of the Recognition Petition, in accordance with Section 9, and
- (b) The proposed representation unit is an appropriate unit, in accordance with Section 8.

10.2 If an affirmative determination is made by the DERR on the foregoing matters listed in Section 10.1, the DERR shall inform the petitioning employee organization, give written notice of the Recognition Petition to all the employees in the unit and any other employee organization(s) representing any employee in the same unit, and take no action on said request for thirty (30) days thereafter.

10.3 If either of the foregoing matters listed in Section 10.1 are not affirmatively determined, the DERR shall deny the Recognition Petition and inform the petitioning employee organization of the reasons therefor in writing. The petitioning employee organization shall have seven (7) days to cure any defects in the Recognition Petition. Neither the DERR nor the District is obligated to assist the petitioning employee organization in curing the alleged defects to the Recognition Petition.

10.4 The petitioning employee organization may appeal such determination in accordance with Section 18.

## **Section 11. Open Period for Filing Challenging Petition to an Exclusively Recognized Employee Organization**

Within thirty (30) days of the date written notice was given to affected employees that a valid Recognition Petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the Exclusively Recognized Employee Organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the Recognition Petition being challenged), by filing a petition evidencing Proof of Employee Support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 9.3. If such challenging petition seeks establishment of an overlapping unit, the DERR shall call for a meeting on such overlapping Recognition Petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the DERR shall determine the appropriate unit or units in accordance with the standards in Section 8.2. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the DERR to amend their petitions to conform to such determination or to appeal such determination pursuant to Section 18.

## **Section 12. Granting Recognition to an Exclusively Recognized Employee Organization Without an Election**

After thirty (30) days have elapsed since providing notice of an affirmative determination of a Recognition Petition, if the Proof of Employee Support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization files a challenging petition, the petitioning employee organization and the DERR shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy, and propriety of the Proof of Employee Support. The petitioning employee organization can always ask the DERR to conduct such review as well. The DERR shall submit a list of names of all persons employed in the proposed unit as of the last date of the payroll period immediately preceding the date the Recognition Petition was filed. The list shall be in alphabetical order and include job classifications, as well as the date used to establish the list and the total number of names on the list. Such list will be used by the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to verify Proof of Employee Support. If the neutral third party or the DERR makes an affirmative determination of the necessary support, the DERR shall certify the petitioning employee organization as the Exclusively Recognized Employee Organization for the appropriate unit.

### **Section 13. Granting Recognition to an Exclusively Recognized Employee Organization Through an Election Process**

13.1 Upon the submission of valid Recognition Petitions of more than one employee organization for employees in the same or overlapping units, the DERR shall arrange for a secret ballot election to be conducted by the District Secretary to the Board or such other third party agreed to by the DERR and the concerned employee organization(s), in accordance with such party's rules and procedures, subject to the provisions of this Resolution. All employee organizations who have duly submitted Recognition Petitions which have been determined to be in conformance with this Resolution shall be included on the ballot. The ballot shall also reserve to employees the choice of representing themselves individually in their employment relations with the District. Employees entitled to vote in such election shall be those persons within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the District in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election, if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast. The rules governing an initial election are applicable to a run-off election. In the event that the parties are unable to agree on a third party to conduct the election, the election shall be conducted by the California State Mediation and Conciliation Service. If a third party conducts the election, costs of conducting elections shall be borne in equal shares by the District and by each employee organization appearing on the ballot.

13.2 There shall be no more than one valid election under this Resolution pursuant to any Recognition Petition in a twelve (12)-month period affecting the same unit.

13.3 A Recognized Employee Organization or Exclusively Recognized Employee Organization of the unit for which a decertification election is being conducted shall also appear on the ballot, unless within fourteen (14) days of receipt of the notice of the Decertification or Recognition Petition, or notice of the unit determined by the DERR or Board of Directors, whichever is later, said employee organization provides written notice to the DERR that it does not intend to participate in the election. Notice of the intention not to participate in the election shall constitute withdrawal from representation of the unit effective the



date the notice of intention not to participate in the election is received by the DERR.

13.4 The DERR shall announce the date of the election and the voting location or locations at least twenty-eight (28) days before the date of such election. Employees shall vote in person. Alternate means of voting will be allowed if and when unprecedented situations (e.g. pandemic) arise that are in accordance with applicable regulations and health organizations.

#### **Section 14. Procedure for Decertification of Exclusively Recognized Employee Organization**

14.1 A decertification petition alleging that the incumbent Exclusively Recognized Employee Organization or Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit (“Decertification Petition”) may be filed with the DERR only during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect for three (3) years or less; provided, that a Decertification Petition may not be filed within twelve (12) months of initial recognition of an Exclusively Recognized Employee Organization or Recognized Employee Organization. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct, and complete:

- (a) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- (b) The name of the established appropriate unit and the incumbent Employee Organization sought to be decertified as a representative of that unit.
- (c) An allegation that the incumbent Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
- (d) Proof of Employee Support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Employee Organization. Such proof shall be submitted for confirmation to the DERR or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section. An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a petition under this Section in the

form of a Recognition Petition that evidences Proof of Employee Support of at least thirty (30) percent, that includes the allegation and information required under paragraph (c) of this Section, and otherwise conforms to the requirements of Section 9.

14.2 The DERR shall initially determine whether the Decertification Petition has been filed in compliance with the applicable provisions of this Resolution.

14.2.1 If the foregoing matters listed in Section 14.1 are not affirmatively determined, the DERR shall deny the Decertification Petition and inform the petitioning employee organization of the reasons therefor in writing. The petitioning employee organization shall have seven (7) days to cure any defects in the Decertification Petition. Neither the DERR nor the District is obligated to assist the petitioning employee organization in curing the alleged defects to the Decertification Petition.

14.2.2 If the foregoing matters listed in Section 14.1 are affirmatively determined by the DERR, or if a negative determination is reversed on appeal, the DERR shall give written notice of such Decertification or Recognition Petition to the incumbent Employee Organization and to unit employees. The DERR shall thereupon arrange for a secret ballot election to be held to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted within the same timeframe and under the same procedures as set forth in Section 13.

14.2.3 The petitioning employee organization may appeal such determination in accordance with Section 18.

14.3 If, pursuant to this Section, a different employee organization is formally acknowledged as the Recognized Employee Organization or Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

## **Section 15. Procedure for Modification of Established Appropriate Units**

15.1 Requests by employee organizations for modifications of established appropriate units (“Modification Petition”) may be considered by the DERR. The Modification Petition shall be submitted during the Filing Period or the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in existence for three (3) years or less, in the form of a Recognition Petition, and, in addition to the requirements set forth in Section 9.3, contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section 8. The DERR shall process the Modification Petition as any other Recognition Petition under this Resolution.

15.2 Proof of Support: When an employee organization requests the addition of classifications or positions to its established unit, and the addition of the positions would increase the existing unit size by ten (10) percent or more, the DERR will require proof of majority support of persons employed in the classifications or positions to be added. The DERR will require proof of at least thirty (30) percent support among the affected employees if a pending representation petition by another employee organization overlaps the positions at issue in the unit modification petition.

15.3 During the Filing Period, the DERR may on their own motion propose that an established unit be modified. The determination of the unit placement of a new classification may be made without regard to the Filing Period. The DERR shall give written notice of the proposed modification(s) to any affected employee organization(s), and each employee within said affected unit or units, and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the DERR shall determine the composition of the appropriate unit or units in accordance with Section 8 and shall give written notice of such determination to the affected employee organizations. ]

15.3.1 The DERR’s determination may be appealed in accordance with Section 18.

15.3.2 If a unit is modified pursuant to the written notice of the DERR hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 9.

## **Section 16. Procedure for Processing Severance Requests**

16.1 An employee organization may file a request to become the Recognized Employee Organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another Recognized Employee Organization (“Severance

Request”). The timing, form, and processing of the Severance Request shall be as specified in Section 14 for a Decertification Petition. The Union’s determination may be appealed in accordance with Section 18.

16.2 Proof of Support: When an employee organization requests the severance of classifications or positions to its established unit, , the DERR will require proof of majority support of at least thirty (30) percent support of persons employed in the classifications or positions to be severed. If the DERR determines that the proof of support has been satisfied and that the Severance Petition has been filed in accordance with this Resolution, the DERR shall give written notice of such Decertification or Recognition Petition to the incumbent Employee Organization and to unit employees. The DERR shall thereupon arrange for a secret ballot election to be held to determine the wishes of unit employees as to the question of severance. Such election shall be conducted within the same timeframe and under the same procedures as set forth in Section 13.

## **Section 17. Amendment of Certification**

### **17.1 Employee Organization Petition**

17.1.1 A Recognized Employee Organization shall file with the DERR a petition to amend its certification or recognition (“Amendment Petition”) in the event of a merger, change in affiliation, or transfer of jurisdiction.

17.1.2 The Amendment Petition shall be in writing, signed by an authorized agent of the employee organization, and contain the following information:

- (a) The name, address and telephone number of the employee organization and the name, address and telephone number of the agent to be contacted;
- (b) A brief description and the title of the established unit;
- (c) A clear and concise statement of the nature of the merger, amalgamation, affiliation, or other change in jurisdiction, and the new name of the employee organization. The statement shall include the following information:
  - (1) Whether the new organization has the same structure as the former organization (e.g., eligibility for membership, dues/fees structure, continuation of the manner in which contract negotiations, administration and grievance processing will be effectuated), and if not, an explanation of the change(s) in structure;

- (2) Whether the officers and representatives of the new organization are the same as the former organization, and if not, a specification of the changes in officers and/or representatives;
- (3) Whether the power of the members to control the organization's agents is the same as it was in the former organization (e.g., input into contract proposals, contract ratification, frequency of membership meetings, preservation of the (former) organization's physical facilities, books, and assets, choosing/oversight of executive board members), and if not, a specification of what changes have been made; and
- (4) Whether the organization's members were given an opportunity to vote on the change in status, and if so, a description of the voting process and results.

## 17.2 Review Process

17.2.1 Upon receipt of a petition filed pursuant to Section 17.1 above, the DERR shall conduct such inquiries and investigations, and hold such meetings as deemed necessary and/or conduct a representation election in order to decide the questions raised by the Amendment Petition.

17.2.2 The DERR may dismiss the Amendment Petition if the petitioner has no standing to petition for the action requested or if the Amendment Petition is improperly filed.

17.2.3 In determining whether to grant the Amendment Petition, the DERR will examine the following issues:

- (a) Whether the new organization has the same or similar structure as the former organization;
- (b) Whether the officers and representatives of the new organization are substantially the same as the former organization;
- (c) Whether the power of the members to control the organization's agents are substantially the same; and
- (d) Whether the organization's members were given an opportunity to vote on the change in status.

### 17.3 Determination

17.3.1 Unless the DERR finds that there is no substantial continuity of identity and representation between the former and new organizations, the DERR will issue an amendment of certification reflecting the new identity of the Recognized Employee Organization. Such certification shall not be considered to be a new certification for the purpose of computing time limits pursuant to Section 14. The terms and conditions of a Memorandum Of Understanding then in effect shall remain in effect until said Memorandum Of Understanding expires.

17.3.2 If the DERR determines that there is no substantial continuity of identity and representation between the former and new organizations, they shall order an election in conformance with Section 14.

17.3.3 The DERR's determination may be appealed in accordance with Section 18.

## **Section 18. Appeals**

18.1 Within fifteen (15) days of a final decision of the DERR, (i) an employee organization aggrieved by a determination of any designation or of an appropriate unit or that a Recognition Petition (Sec. 9), Challenging Petition (Sec. 11), Decertification Petition (Sec. 14), Modification Petition (Sec. 15), Severance Request (Sec. 16), or Amendment Petition (Sec. 17) has not been filed in compliance with Article II; or (ii) employees aggrieved by any designation or any determination that a Decertification Petition (Sec. 14) or Severance Request (Sec. 16) has not been filed in compliance with Article II, may request to submit the matter to mediation by the State Mediation and Conciliation Service. In lieu thereof, or fifteen (15) days after such mediation proceedings, said employee organization or employees may appeal such determination to the Board of Directors for final decision.

18.2 Appeals to the Board of Directors shall be filed in writing with the Board Chairperson and a copy served on the DERR. The Board of Directors shall commence to consider the matter within thirty (30) days of the filing of the appeal. The Board of Directors may, in its discretion, refer the dispute to a third party hearing process. Any decision of the Board of Directors on the use of such procedure, and/or any decision of the Board of Directors determining the substance of the dispute, shall be final and binding. Any costs for the appeal shall be borne equally by the District and the Employee Organization. Employees appealing any such decision in their individual capacities shall bear no costs.

## **ARTICLE III. ADMINISTRATION**

### **Section 19. Submission of Current Information by Recognized Employee Organizations**

19.1 All Recognized Employee Organizations and Exclusively Recognized Employee Organizations shall advise the DERR in writing immediately of any changes in the information enumerated in Sections 9.3.1 through 9.3.7 within fourteen (14) days of such charge.

## **Section 20. Employee Organization Activities – Use of District Resources**

Access to District work locations and the use of District paid time, facilities, equipment and other resources by employee organizations and those representing them, shall be authorized only to the extent provided for in Memoranda of Understanding, administrative procedures, or by law. IMPASSE PROCEDURES

## **Section 21. Initiation of Impasse Procedures**

21.1 If the meet and confer process has reached an Impasse, either party may initiate the Impasse procedures by filing with the other party a written request for an Impasse meeting, together with a statement declaring an Impasse and its position on all issues. An Impasse meeting shall then be scheduled promptly by the DERR. The purpose of such meeting shall be:

- (a) To review the position of the parties in a final effort to reach agreement on the negotiable subjects at hand, including but not limited to a Memorandum of Understanding; and
- (b) If the Impasse is not or cannot resolved, then to discuss arrangements for the utilization of the Impasse procedures provided herein.

### **21.2 Impasse Procedures**

Impasse procedures may be invoked if the matters remaining in dispute are so substantial or prolonged that future meetings would be futile and/or the possibility of a settlement by direct discussion have been reasonably exhausted. Impasse procedures are as follows:

- (a) If the parties agree to submit the dispute to mediation, mediation will be conducted by a mediator from the California State Mediation and Conciliation Service, unless the parties agree to use another mediator. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. If there is a cost for the services of a mediator, such costs shall be borne equally by the District and the involved employee organization.
- (b) If the parties, having so agreed to mediation, fail to resolve the dispute within thirty (30) days after the appointment of the mediator,



then the employee organization thereafter may request to submit the Impasse to fact-finding, as provided in Section 23 below.

- (c) If the parties do not agree to mediation, then the employee organization may request to submit the Impasse to fact-finding, as provided in Section 23 below.
- (d) If the Impasse has not been resolved through fact-finding, or the employee organization fails to request fact-finding, the Impasse will be sent to the Board of Directors, which, after holding a public hearing on the impasse and take such action regarding the Impasse as it, in its discretion, deems appropriate as in the public interest including but not limited to, unilaterally implementing its last, best, and final offer or such terms as must be reasonably comprehended from the last, best, and final offer, but shall not implement a Memorandum of Understanding. Any legislative action by the Board of Directors on the Impasse shall be final and binding.

## **Section 22. Fact-Finding Procedures**

22.1 Upon failure to agree to, or upon failure to reach an agreement through, mediation, the employee organization may submit a written request to the DERR and the Public Employment Relations Board for a fact-finding panel in accordance with state law as follows:

22.1.1 If the dispute was submitted to mediation, then the written request for a factfinding panel must be submitted not sooner than thirty (30) days, but not more than forty-five (45) days, after the appointment of the mediator.

22.1.2 If the dispute was not submitted to mediation, then the written request for a factfinding panel must be submitted not later than thirty (30) days following the date that either party provided the other with a written notice of an Impasse and request for an Impasse meeting.

22.2 The request for fact-finding shall be filed with the Public Employment Relations Board - Los Angeles Regional Office located at 425 W Broadway, Suite 400, Glendale, California 91204-1269, with a proof of service, containing a declaration signed under penalty of perjury with the following information: (1) the name of the declarant; (2) the county and state in which the declarant is employed or resides; (3) a statement that the declarant is over the age of 18 years and not a party to the case; (4) the address of the declarant; (5) a description of the documents served; (6) the method of service and a statement that any postage or other costs were prepaid; (7) the name(s), address(es) and, if applicable, fax number(s) used for service on the party(ies); and (8) the date of service. Approval or disapproval of all requests for factfinding shall be in the discretion of the Public Employment Relations Board.

22.3 Within five (5) working days after notification from the Public Employment Relations Board that the factfinding request has been approved, each party shall select a person to serve as its member of the factfinding panel and notify the Public Employment Relations Board of its selection. The parties shall then select the chairperson by utilizing a strike procedure whereby each side strikes a member of the list provided by PERB until one is selected. Within five (5) working days after a chairperson is selected through this procedure, the parties may alternatively mutually agree upon another person to serve as chairperson. The strike procedure will be initiated by a coin toss by a representative of the District, who shall flip the coin and call the chosen side, witnessed by the employee organization, with the winning party having the election to strike first or second. The costs for the services of the chairperson, including per diem fees, if any, and actual and necessary travel and subsistence expenses, shall be divided equally between the parties. Any other mutually incurred costs shall be divided equally between the parties. Any separately incurred costs for the panel member selected by each party shall be borne by that party. The parties are free to mutually extend the time limit if confirmed in writing.

22.4 Within ten (10) days of its appointment, the factfinding panel shall meet with the parties or their representatives, either jointly or separately, and may make inquiries and investigations, hold hearings, and take any other steps it deems appropriate, including issuance of subpoenas requiring attendance and testimony and production of evidence. The parties are free to mutually extend the time limit if confirmed in writing.

22.5 Within thirty (30) days of its appointment, or upon agreement by the parties for a longer period, and if the dispute is not settled by the parties within said time period, the factfinding panel shall make findings of fact and recommend terms of settlement, which shall be advisory only. In making its findings and recommendations, the factfinding panel shall consider the following criteria:

- (a) State and federal laws that are applicable to the District;
- (b) Local rules, regulations, or ordinances;
- (c) Stipulations of the parties;
- (d) The interests and welfare of the public and the financial ability of the District;
- (e) Comparison of the wages, hours, and conditions of employment to employees performing similar services in comparable public agencies;
- (f) The consumer price index for goods and services, commonly known as the cost of living;

- (g) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received; and
- (h) Any other facts which are normally or traditionally taken into consideration in making the findings and recommendations.

22.6 The factfinding panel shall submit its findings and recommendations in writing to the parties prior to making them available to the public for the purpose of resolving the impasse. The District shall make the findings and recommendations available to the public within ten (10) calendar days after its receipt. If the Impasse has not been resolved within ten (10) calendar days after the District's receipt of the factfinding panel findings and recommendations, then the Impasse shall be sent to the District's Board of Directors, which shall then hold a hearing on the Impasse and take such action regarding the Impasse as it, in its discretion, deems appropriate as in the public interest, including but not limited to unilaterally implementing its last, best, and final offer or such terms as may be reasonably comprehended therefrom. Any legislative action by the District's Board of Directors on the Impasse shall be final and binding, including but not limited to unilaterally implementing its last, best, and final offer or such terms as may be reasonably comprehended therefrom.

#### **ARTICLE IV. MISCELLANEOUS PROVISIONS**

##### **Section 23. Construction**

The District may from time to time adopt such additional rules and regulations necessary or convenient to implement the provisions of this Resolution and provisions of the MMBA after meeting and consulting with all affected employee organizations. Nothing in this Resolution shall be construed to deny any person or employee any rights granted by Federal or State laws. The rights, powers, and authority of the District in all matters, including the right to maintain any legal actions, shall not be modified or restricted by this Resolution. Provisions of this Resolution are not intended to conflict with the provisions of the MMBA or the provisions of the District's personnel system which provides for other methods of administering employee relations.

##### **Section 24. Severability**

If any provision or portion thereof contained in this Resolution, or the application thereof, to any person or circumstances is held to be unconstitutional, invalid, or unenforceable, the remainder of this Resolution and the application of such provision, or portion thereof, to other persons or circumstances, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

##### **Section 25. Notice**

Wherever written notice is required by this Resolution, it shall be given to the District at 1605 E. Burnley Street, Camarillo, CA 93010, and to any employee organization at its last address furnished in writing to the District, by first class registered or certified mail, postage prepaid and shall be deemed to have been received on the third day immediately following the day it was mailed (excluding Saturdays, Sundays and holidays on which the offices of the District are closed) or, at the sender's option, may be given by hand delivery.

**SECTION 26. Certification.**

The Board Secretary shall certify to the adoption of this Resolution, which shall take effect immediately upon adoption.

**PASSED, APPROVED AND ADOPTED** this \_\_\_th day of May, 2022.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Robert Kelley, Chair, Board of Directors  
PLEASANT VALLEY RECREATION  
AND PARK DISTRICT

ATTEST:

\_\_\_\_\_  
Bev Dransfeldt, Secretary, Board of Directors  
PLEASANT VALLEY RECREATION AND PARK DISTRICT



RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE PLEASANT VALLEY RECREATION AND PARK  
DISTRICT REGARDING EMPLOYER-EMPLOYEE  
RELATIONS.

<u>Section</u>		<u>Page</u>
	Title of Resolution	
	Statement of Purpose	
	PART I - EMPLOYER-EMPLOYEE RELATIONS	
1	Definitions	1
2	Employee Rights	4
3	District Rights	5
4	Meet & Confer in Good Faith -- Scope	5
5	Consultation in Good Faith -- Scope	5
6	Advance Notice	6
7	Petition for Recognition	6
8	Determination of Appropriate Unit	8
9	Recognition of Employee Organizations as Majority Representative Formal Recognition	9
10	Designation of Employee Relations Officer	9
11	Resolution of Wages, Hours and Working Conditions	10
12	Resolution of Impasses	11
13	Grievances	11
14	Memorandum of Understanding	12
15	Prohibited Practices	12
	PART II - ADMINISTRATIVE PROCEDURE	
1	Representation Proceedings	14
2	Dues Payroll Deduction	16
3	Reasonable Time-Off to Meet and Confer	17
4	Access to Work Locations	18
5	Use of District Facilities	18
6	Use of Bulletin Boards	18
7	Availability of Data	19
8	Peaceful Performance of District Services	20
	Construction	20

WHEREAS, Chapter 10, Division 4, Title 1 of the Government Code of the State of California was amended effective January 1, 1969, for the purpose of promoting improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed; and

WHEREAS, Government Code Section 3507 empowers a political subdivision of the State of California to adopt reasonable rules and regulations for the administration of employer-employee relations; and

WHEREAS, the Pleasant Valley Recreation and Park District, a political subdivision, desires to adopt such reasonable rules and regulations as authorized by law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Pleasant Valley Recreation and Park District as follows:

TITLE OF RESOLUTION

This resolution shall be known as the Employer-Employee Relations Resolution of the Pleasant Valley Recreation and Park District.

STATEMENT OF PURPOSE

The purpose of the Resolution is to implement Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.), captioned "Local Public Employee Organizations" by providing orderly procedures for the administration of employer-employee relations between the public agency and its employee organizations and for resolving disputes regarding wages, hours, and other terms and conditions of employment.

PART I - EMPLOYER-EMPLOYEE RELATIONS

SECTION 1. DEFINITIONS

As used in this Resolution, the following terms shall have the meanings indicated:

- (A) APPROPRIATE UNIT -- means a unit established pursuant to Part I, Section 8 of this Resolution.
- (B) CONFIDENTIAL EMPLOYEE -- means an employee who is privy to decisions of District management affecting employer-employee relations.
- (C) CONSULT AND CONSULTATION IN GOOD FAITH -- means to communicate verbally or in writing for the purpose of presenting or obtaining views or advising of intended actions.
- (D) DAYS -- means "calendar days" unless otherwise stated.

- (E) DISTRICT -- means the Pleasant Valley Recreation and Park District, and, where appropriate herein, refers to the Board of Directors, the governing body of said District, or any duly authorized management employee as herein defined.
- (F) DUES -- means any single sum of money authorized by an employee to be deducted by the District for payment to a recognized employee organization, which deduction has been approved by the Board of Directors.
- (G) EMPLOYEE -- means any person regularly employed by the District except those persons elected by popular vote, and temporary employees, part-time employees and contract employees.
- (H) EMPLOYEE ORGANIZATION -- means any organization which includes employees of the District and which has as one of its primary purposes representing such employees in their employment relations with the District.
- (I) EMPLOYEE RELATIONS OFFICER -- means the General Manager and District Counsel in all matters of employer-employee relations designated pursuant to Part I, Section 10, or his duly authorized representative.
- (J) EMPLOYER-EMPLOYEE RELATIONS -- means the relationship between the District and its employees and/or their employee organizations, or when used in a general sense, the relationship between District management and employees or employee organizations.
- (K) FACT FINDER -- means one who is selected by the mutual consent of the District and all interested, formally recognized employee organizations to fact find.
- (L) FACT-FINDING -- means identification of the major issues in a particular dispute, review of the positions of the parties, resolution of factual differences by one or more impartial fact finders, and the making of recommendations for settlement of such issues by either party. The recommendations of the fact finder shall be private, and a copy of the fact finder's recommendations shall be supplied to each of the parties involved. A fact finder shall take no public position at any time concerning the issues.
- (M) GRIEVANCE -- as this term is defined in Part I, Section 13(A).
- (N) IMPASSE -- means:
  - (1) A deadlock in discussions between a formally recognized employee organization and the District over any matters concerning which they are required to meet and confer in good faith in an attempt to reach agreement, or over the scope of such subject matter; or



- (2) Any unresolved complaint by an affected employee organization, advanced in good faith, concerning a decision of the Employee Relations Officer made pursuant to Part I, Section 7, 8, or 9 of this Resolution.
- (O) MAJORITY REPRESENTATIVE -- means an employee organization, or its duly authorized representative, that has been granted formal recognition by the Board of Directors as representing the majority of employees in an appropriate unit.
- (P) MANAGEMENT EMPLOYEE -- means:
- (1) Any employee having significant responsibilities for formulating and administering District policies and programs, including, but not limited to, the General Manager and division heads; and
  - (2) Any employee having authority to exercise independent judgment in accomplishing any one or more of the following personnel actions: to hire, transfer, suspend, lay off, recall, promote, discharge, assign, regard, or discipline other employees, or having the responsibility to direct them, or to adjust their grievances.
- (Q) MEDIATION OR CONCILIATION -- means the efforts of an impartial third person, or persons, functioning as intermediaries, to assist the parties in reaching a voluntary resolution to an impasse through interpretation, suggestion, and advice. Mediation and conciliation are interchangeable terms.
- (R) MEET AND CONFER IN GOOD FAITH (sometimes referred to herein as "meet and confer" or "meeting and conferring") -- means performance by duly authorized District representatives and duly authorized representatives of an employee organization recognized as the majority representative of their mutual obligation in good faith regarding matters within the scope of representation, including wages, hours, and other terms and conditions of employment, in an effort to:
- (1) Reach agreement on those matters within the authority of such representatives, and
  - (2) Reach agreement on what will be recommended to the Board of Directors on those matters within the decision making authority of the Board of Directors. This does not require either party to agree to a proposal or to make a concession.
- (S) PROFESSIONAL EMPLOYEE -- means employees engaged in work requiring specialized knowledge and skills attained through completion of a prolonged recognized course of specialized intellectual instructions and study, including, but not limited to, engineers, architects, and landscape architects.

- (T) RECOGNIZED EMPLOYEE ORGANIZATIONS -- means an employee organization which has been acknowledged by the Board of Directors as an employee organization that represents employees of the District. The rights accompanying recognition are either:
- (1) Formal Recognition -- which is the right to meet and confer in good faith as the majority representative in an appropriate unit; or
  - (2) Informal Recognition -- which is the right to consultation in good faith by all recognized employee organizations.
- (U) RESOLUTION -- means, unless the context indicates otherwise, the Employer-Employee Relations Resolution of the Pleasant Valley Recreation and Park District.
- (V) SCOPE OF REPRESENTATION -- means all matters relating to employer-employee relations, including wages, hours, and other terms and conditions of employment. District rights (Section 3) are excluded from the scope of representation.
- (W) SUPERVISORY EMPLOYEE -- means any employee having authority to exercise independent judgment in assigning work and evaluating performance and to effectively recommend on actions to hire, promote, transfer, lay off, recall, discipline, suspend, discharge, or adjust grievances of other employees, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

## SECTION 2. EMPLOYEE RIGHTS

Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages hours, and other terms and conditions of employment. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the District or by any employee organization because of his exercise of these rights.

## SECTION 3. DISTRICT RIGHTS

The rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments and Board of Directors; determine merits, necessity, and level of any activity or service; determine the procedures and standards of selection for employment promotion, direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of

SECTION 3. DISTRICT RIGHTS (CONT.)

governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from consulting or raising grievances over the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

SECTION 4. MEET AND CONFER IN GOOD FAITH -- SCOPE

- (A) The District, through its representatives, shall meet and confer in good faith with representatives of formally recognized employee organizations with majority representation rights regarding matters within the scope of representation including wages, hours, and other terms and conditions of employment in an attempt to reach agreement.
- (B) The District shall not be required to meet and confer in good faith on any subject preempted by Federal or State laws.

SECTION 5. CONSULTATION IN GOOD FAITH -- SCOPE

All matters affecting employer-employee relations, including those that are not subject to meeting and conferring, are subject to consultation. The District, through its representatives, shall consult in good faith with representatives of recognized employee organizations on employer-employee relations matters which affect them. Advance notice on matters subject to consultation, but outside the scope of representation, is desirable but not mandatory.

SECTION 6. ADVANCE NOTICE

Reasonable written notice shall be given to a recognized employee organization affected by any proposed ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation prior to the time such matters are presented to the Board of Directors for consideration.

In cases of emergency when the Board of Directors determines that an ordinance, rule, resolution, or regulation must be adopted immediately, the District may take such action without prior notice or meeting with a recognized employee organization. The District shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

## SECTION 7. PETITION FOR RECOGNITION

There are two levels of employee organization recognition-- formal and informal. The recognition requirements of each are set forth below:

- (A) FORMAL RECOGNITION -- THE RIGHT TO MEET AND CONFER IN GOOD FAITH AS MAJORITY REPRESENTATIVE: An employee organization that seeks formal recognition for purposes of meeting and conferring in good faith as the majority representative of District employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:
- (1) Name and address of the employee organization.
  - (2) Name and titles of its officers.
  - (3) Names of employee organization representatives who are authorized to speak on behalf of its members.
  - (4) A statement that the employee organization has as one of its primary purposes, representing employees in their employment relations with the District.
  - (5) A statement whether the employee organization is a chapter or local of, or affiliated directly or indirectly in any manner with, a regional or state or national or international organization and, if so, the name and address of each such regional, state, or international organization.
  - (6) Certified copies of the employees organization's constitution, by-laws, and policies.
  - (7) A designation of those persons, not exceeding three in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
  - (8) A statement that the employee organization recognizes that the provisions of Section 923 of the California Labor Code are not applicable to District employees.
  - (9) A statement that the employee organization has no restriction on membership based on political affiliation, race, color, creed, sex, or national origin.
  - (10) The number of member employees and the classifications represented in the unit claimed to be appropriate.

SECTION 7. PETITION FOR RECOGNITION (CONT.)

(11) A statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation to the Employee Relations Officer.

(12) A request that the Board of Directors recognize the employee organization as the majority representative of the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith on all matters within the scope of representation.

(B) INFORMAL RECOGNITION -- THE RIGHT TO CONSULT IN GOOD FAITH:

An employee organization that seeks recognition for the purpose of consultation in good faith shall file a petition with the Employee Relations Officer containing the following information and documentation:

(1) All of the information enumerated in (A) (1) through (9) of this Section, inclusive.

(2) A statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that employees have designated the employee organization to represent them in their employment relations with the District. Such written proof shall be submitted for confirmation to the Employee Relations Officer.

(3) A request that the Board of Directors recognize the employee organization for the purpose of consultation in good faith.

(C) The petition, including all accompanying documents, shall be verified, under oath, by the Executive Officer and Secretary of the organization that the statements are true. All changes in such information shall be filed forthwith in like manner.

(D) The Board of Directors shall grant recognition, in writing, to all employee organizations who have complied with either Part I, Sections 7(A) or (B), and in addition, Part I, Section 7(C) for purposes of consultation in good faith for its members. Employee organizations seeking formal recognition as majority representative must, in addition, establish to the satisfaction of the Board of Directors that it represents a majority of the employees in the manner prescribed in Part I, Section 9(A) below. No employee may be represented by more than one recognized employee organization for the purposes of this Resolution.

SECTION 8. DETERMINATION OF APPROPRIATE UNIT

(A) The Board of Directors, after reviewing the petition filed by an employee organization seeking formal recognition as majority representative, shall determine whether the proposed unit is an appropriate unit. The principal criterion in making this determination is whether there is a community of interest among such employees. The following factors, among others, are to be considered in making such determination:

- (1) Which unit will assure employees the fullest freedom in the exercise of rights set forth under this Resolution.
- (2) The history of employee relations: (i) in the unit; (ii) among other employees of the District; and (iii) in similar public employment.
- (3) The effect of the unit on the efficient operation of the District and sound employer-employee relations.
- (4) The extent to which employees have common skills, working conditions, job duties, or similar educational requirements.
- (5) The effect on the existing classification structure of dividing a single classification among two or more units.
- (6) Consistent with the above factors, the unit shall be the largest feasible.

(B) In the establishment of appropriate units:

- (1) Professional employees shall not be denied the right to be represented separately from non-professional employees; and
- (2) Management and confidential employees who are included in the same unit with non-management or non-confidential employees may not represent such employees on matters within the scope of representation.

SECTION 9. RECOGNITION OF EMPLOYEE ORGANIZATIONS AS MAJORITY REPRESENTATIVE -- FORMAL RECOGNITION

(A) The Board of Directors shall:

- (1) Determine the majority representative of District employees in an appropriate unit by arranging for a secret ballot election or by any other reasonable method which is based upon written proof, and is designated to ascertain the free choice of a majority of such employees. The employee organization found to represent a majority of the employees in an

appropriate unit shall be granted formal recognition and is the only employee organization entitled to meet and confer in good faith in an attempt to reach agreement on matters within the scope of representation for employees in such unit. This shall not preclude other recognized employee organizations or individual employees from consulting with management representatives on employer-employee relations matters of concern to them.

(2) Revoke the recognition rights of a majority representative, which has been found by secret ballot election no longer to be the majority representative.

(B) The recognition rights of the majority representative designated in accordance with this Section shall not be subject to challenge for a period of less than twelve (12) months following the date of such recognition.

#### SECTION 10. DESIGNATION OF EMPLOYEE RELATIONS OFFICER

The General Manager and District Counsel or his duly appointed representative, shall act as the Employee Relations Officer, who shall be the District's principal representative in all matters of employer-employee relations, with authority to meet and confer in good faith in an attempt to reach agreement on matters within the scope of representation including wages, hours, and other terms and conditions of employment.

The General Manager and District Counsel are authorized to delegate these duties, responsibilities, and authority provided that such duties, responsibilities, and authority may not be redelegated without prior approval of the Board of Directors.

#### SECTION 11. RESOLUTION OF WAGES, HOURS, AND WORKING CONDITIONS

The Board of Directors of the District recognizes the necessity and importance of maintaining mutually beneficial employer-employee relations with its employees through the formally recognized employee organization. To accomplish this state of relations, the following acknowledgments and procedures shall be considered:

(A) To promote good and efficient government with a minimum of turnover of personnel, it shall be the practice of the District to review salaries and fringe benefits to permit adoption of adjustments effective at the start of a new fiscal year. Interim adjustments may be considered at any time inequities, recruitment, or other conditions indicate change. The District believes in equal pay for equal work and it shall be the policy of the District to compensate its employees in its various classifications and positions at the prevailing rates according to the following criteria:

- (1) Rates of compensation for similar classifications in both public and private agencies in the competing recruitment area.
  - (2) Rates of compensation paid for similar classifications by other public agencies of similar size and mission. Several such agencies may be used for this purpose to determine an average or prevailing practice.
  - (3) Recognition may be given to peculiar recruitment and/or retention problems.
  - (4) Recognition of turnover as an influencing factor may be considered in view of the costly training process of new employees.
  - (5) Maintenance of equitable internal relationship of salaries shall be observed.
  - (6) A reasonable allowance may be made for trends in salaries to compensate for anticipated salary adjustments by other agencies during the fiscal period.
- (B) The Employee Relations Officer shall meet and confer in good faith in an attempt to reach an agreement with representatives of the formally recognized employee organization on salaries and fringe benefits for the ensuing fiscal period.
- (1) Such negotiations shall be conducted according to a predetermined and agreed-upon schedule.
  - (2) If agreements are not reached, either party may invoke the impasse procedure as defined under Part I, Section 12.
  - (3) When agreement is reached during normal negotiations or mediation, the Employee Relations Officer and representatives of the formally recognized employee organization shall prepare and sign a Memorandum of Understanding.
- (C) The Employee Relations Officer and representatives of the formally recognized employee organization may meet and confer in good faith and attempt to reach an agreement on matters other than salaries and fringe benefits at any time during the year at the request of either party.

#### SECTION 12. RESOLUTION OF IMPASSES

Impasses procedures may be invoked only after the possibility of settlement by direct discussion has been exhausted. Any party may initiate the impasse procedure by filing with the other party (or parties) affected a written request for an impasse meeting together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled by the Employee Relations Officer



within ten (10) days after the date of filing of the written request for such meeting, with written notice to all parties affected. The purpose of such meeting shall be to permit a review of the position of all parties in a final effort to reach agreement on the disputed issues. If agreement can still not be concluded, the following impasse procedures shall be followed:

- (A) The first step of the impasse procedure involves a presentation to the Board of Directors by all parties to the dispute. If agreement is still not reached, the second step of the impasse procedure shall be invoked.
- (B) The second step of the impasse procedure involves any other procedures to which the parties mutually agree, including, but not limited to, mediation or fact-finding. The fees and expenses, if any, of any impasse procedures shall be shared equally by the District and all employee organizations involved in the impasse procedure.

### SECTION 13. GRIEVANCES

- (A) A grievance is any dispute concerning the interpretation or application of this Resolution, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of the District's rights, decision on wages, hours, and other terms and conditions of employment or of a written understanding or memorandum of understanding between the District and a recognized employee organization.
- (B) Grievances shall be processed in the following manner:
  - (1) Any grievance or dispute that cannot be settled informally between the parties concerned shall be reduced to writing by the employee or employees concerned, and shall be presented to and discussed with the division head and the supervisors of the complainants. No grievance or dispute of more than six calendar months old will be considered. The division head shall make every effort to resolve the grievance and shall respond to the grievant within five working days after receipt of the written grievance. Employees shall assist the division head or his representative in making a grievance investigation. No employee shall be placed in jeopardy for such cooperation, but he may be disciplined for failure to cooperate in an investigation.
  - (2) If, after thorough consideration by the division head, the grievance has not been satisfactorily resolved, the aggrieved employee may file a statement with the General Manager requesting that he attempt to resolve the dispute or grievance. Such statement must be filed within three (3) working days after the division head response is due. The General Manager shall make such investigation as he requires and within three

working days after receipt of the employee request he shall recommend a solution to the division head and the employee.

- (3) If the General Manager is unable to resolve the dispute after thorough discussion with the parties involved, an appeal may be made in writing to the Board. The Board decision shall be final.

#### SECTION 14. MEMORANDUM OF UNDERSTANDING

When the meeting and conferring process is concluded between the District and a formally recognized employee organization representing a majority of the employees in an appropriate unit, all agreed-upon matters shall be incorporated in a written memorandum of understanding signed by the duly authorized District and majority representatives. If a point of disagreement is reached, a joint position memorandum of nonagreement shall be presented to the Board of Directors.

As to those matters within the authority of the Board of Directors, the memorandum of understanding shall be submitted to the Board of Directors for determination.

#### SECTION 15. PROHIBITED PRACTICES

Commission of a prohibited practice, as defined in this Section, shall constitute evidence of bad faith.

- (A) It shall be a prohibited practice for the District wilfully to:
  - (1) Interfere, restrain, or coerce District employees in the exercise of the rights granted under this Resolution.
  - (2) Dominate, interfere, or assist in the formation, existence, or administration of any employee organization.
  - (3) Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, or the terms and conditions of employment.
  - (4) Discharge or discriminate against any employee because he has formed, joined, or chosen to be represented by an employee organization.
  - (5) Refuse to meet and confer with representatives of recognized employee organizations as required by this Resolution.
  - (6) Deny the rights accompanying certification or formal recognition granted pursuant to this Resolution.

- (7) Discriminate against any employee organization or its members for the purpose of denying them employment because of their organizational activities.
  - (8) Fail to exhaust in good faith the direct meeting and conferring process with the duly designated representatives of the recognized employee organizations to endeavor to reach agreement concerning matters within the scope of representation.
- (B) It shall be a prohibited practice for an employee or an employee organization wilfully to:
- (1) Interfere with, restrain, or coerce the District in the exercise of the rights granted under this Resolution.
  - (2) Refuse to meet and confer with the District as required in this Resolution.
  - (3) Fail to exhaust in good faith the direct meeting and conferring process with the District to endeavor to reach agreement concerning matters within the scope of representation.
- (C) In applying this Section, fundamental distinctions between private and public employment shall be recognized, and no body of federal or state law applicable to private employment shall be regarded as binding or controlling precedent.

## PART II - ADMINISTRATIVE PROCEDURES

### SECTION 1. REPRESENTATION PROCEEDINGS

- (A) FORMAL RECOGNITION AS THE MAJORITY REPRESENTATIVE OF AN APPROPRIATE UNIT
- (1) An employee organization that seeks formal recognition as the majority representative of an appropriate unit shall file a Petition for Recognition with the Employee Relations Officer containing all of the information set forth in Part I, Section 7(A) of this Resolution, accompanied by proof that at least 40 percent of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the District provided, however, the employee organization may request that such written proof be submitted to a mutually agreed upon disinterested third party. Upon receipt of the Petition for Recognition, the Employee Relations Officer shall determine whether there has been compliance with the requirements of the Petition for Recognition and whether the proposed unit is an appropriate unit. If an affirmative determination is made by the Employee Relations Officer on the foregoing matter, he shall give notice of

such request for formal recognition to the employees and shall take no action on said request for ten (10) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall inform the employee organization of the reasons therefore in writing.

- (2) Within ten (10) days of the date notice to employees is given, any other employee organization (hereinafter referred to as the "challenging organization"), may seek formal recognition by filing a Petition for Recognition, provided, however, such challenging organization must submit written proof that it represents at least 40 percent of the employees. Thereafter, the Board of Directors shall determine the majority representative in accordance with Part I, Section 9 of this Resolution.
- (3) When an employee organization in the unit found to be appropriate submits written proof that it represents at least 40 percent of the employees in such unit, the Board of Directors shall arrange for a secret ballot election. Any challenging organization which as submitted written proof that it represents at least 40 percent of the employees and has submitted a Petition for Recognition as required by Part I, Section 7 of this Resolution, shall be included on the ballot. Employees entitled to vote in such election shall be those persons regularly employed in permanent positions who were employed during the pay period immediately prior to the date which is fifteen (15) days before the election, including those who did not work during such period because of illness, vacation, or authorized leaves of absence and who are employed by the District in the same unit on the date of the election. An employee organization shall be granted formal recognition following an election if that employee organization has received the vote of a numerical majority of all the employees eligible to vote in the unit in which the election is held (i.e., 50 percent plus 1 of all eligible employees).
- (4) There shall be no more than one valid election in a 12-month period within the same unit.

(B) DECERTIFICATION OF ESTABLISHED UNIT

- (1) A Petition for Decertification alleging that an employee organization granted formal recognition is no longer the majority representative of the employees in an appropriate unit may be filed with the Employee Relations Officer during any month following the first full year of formal recognition. The Petition for Decertification may be filed by a group of employees or their representative or by any employee organization. The Petition for Decertification

shall contain the following information:

- (i) The names, addresses, and telephone numbers of petitioner and a designated representative authorized to receive notices or requests for further information.
  - (ii) The name of the formally recognized employee organization,
  - (iii) An allegation that the formally recognized employee organization no longer represents a majority of the employees in an appropriate unit and any other relevant and material facts.
  - (iv) Written proof that at least 40 percent of the employees do not desire to be represented by the formally recognized employee organization. Such written proof shall be dated within six months of the date upon which the petition is filed and shall be submitted for confirmation to the Employee Relations Officer.
- (2) The Board of Directors shall arrange for a secret ballot election to determine if the formally recognized employee organization shall retain its recognition rights. The formally recognized employee organization shall be decertified if a majority of those casting valid ballots vote for decertification.
  - (3) There shall be no more than one valid decertification election in the same unit in any 12-month period.

(C) DURATION OF FORMAL RECOGNITION

When an employee organization has been formally recognized, such recognition shall remain in effect for one year from the date thereof and thereafter until such time as the Board of Directors shall determine, on the basis of a secret ballot election conducted in accordance with the foregoing rules, that the formally recognized employee organization no longer represents a majority of the employees in the appropriate unit.

(D) COST OF ELECTION PROCEEDING

The cost of any election proceeding and all organization expenses shall be borne by the employee organization or organizations who petition for the election.

(E) IMPASSES IN REPRESENTATION PROCEEDINGS

Any unresolved complaint by an affected employee organization, advanced in good faith, concerning a decision of the Board of Directors made pursuant to Subsections (A), (B), or (C) above

shall be processed in accordance with the procedures set forth in Part I, Section 12 of this Resolution. Provided, however, the written request for an impasse meeting, as described in Part I, Section 12 of this Resolution, must be filed by registered or certified United States mail with the Employee Relations Officer within ten (10) days after the affected employee organization first receives notice of the decision upon which its complaint is based, or its complaint will be considered closed and not subject to the impasse procedures or to any other appeal.

## SECTION 2. DUES PAYROLL DEDUCTION

Only a formally recognized employee organization (i.e., the majority representative of employees in an appropriate unit) may be granted permission by the Board of Directors to have dues of its members deducted from their paychecks.

Dues deduction shall be made only upon the voluntary written authorization of the member and shall be continued until such time as cancelled by the member upon voluntary written notice to the Employee Relations Officer. Dues deduction authorization or cancellation shall be made upon cards provided by the Employee Relations Officer.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member in good standing of the formally recognized employee organization is in a nonpay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the member deposit the amount with the District which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a nonpay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over employee organization dues.

Dues withheld by the District shall be transmitted to the officer designated in writing by the employee organization as the person authorized to receive such funds, at the address specified.

All employee organizations who receive payroll deduction for dues shall indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of the deduction of employee organization dues. In addition, all such employee organizations shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.

## SECTION 3. REASONABLE TIME OFF TO MEET AND CONFER

The formally recognized employee organization may select not more than three employee members of such organization to attend

scheduled meetings with the Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the Employee Relations Officer may approve the attendance at such meetings of additional employee representatives with or without loss of compensation. The employee organization shall, except in emergencies, submit the names of all such employee representatives to the Employee Relations Officer at least two working days in advance of such meetings. Provided, further;

- (1) That no employee representative shall leave his or her duty or work station or assignments without specific approval of the department head or other authorized District management official, and
- (2) that any such meeting is subject to scheduling by District management in a manner consistent with operating needs and work schedules.

Nothing provided herein, however, shall limit or restrict District management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances, and attendance by all employees at such scheduled meetings shall be without compensation.

#### SECTION 4. ACCESS TO WORK LOCATIONS

- (A) Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives by the Employee Relations Officer upon request. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
- (B) Solicitation of membership and activities concerned with the internal management and/or creation of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature, shall not be conducted during working hours unless specifically authorized in writing by the Employee Relations Officer. Employee organizations seeking recognition shall submit a statement to the Employee Relations Officer certifying that such organizational activities required to establish such employee organization have not been conducted during the working hours of employees paid by the District except as approved in writing by the Employee Relations Officer.

#### SECTION 5. USE OF DISTRICT FACILITIES

Employee organizations may, with the prior approval of the Employee Relations Officer, be granted the use of District facilities for meetings of District employees provided space is available and

Provided, further, such meetings are not used for membership drives of District employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The District reserves the right to assess reasonable charges for the use of such facilities.

The use of District equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays and blackboards, is strictly prohibited, the presence of such other equipment in approved District facilities notwithstanding.

#### SECTION 6. USE OF BULLETIN BOARDS

Recognized employee organizations may use portions of District bulletin boards under the following conditions:

- (1) All materials must be dated and must identify the organization that published them.
- (2) The actual posting of materials will be done by the District as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date. Materials which the Employee Relations Officer considers objectionable or in bad taste will not be posted.
- (3) The District reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organizations' materials.
- (4) An employee organization that does not abide by these rules will forfeit its right to have materials posted on District bulleting boards.

#### SECTION 7. AVAILABILITY OF DATA

The District will make available to recognized employee organizations such information pertaining to employment relations as is contained in the public records of the District, subject to the limitations and conditions set forth in this rule and Government Code Sections 6250-6260.

Such information shall be made available during regular office hours in accordance with the District's rules and procedures for making public records available and after payment of reasonable costs, where applicable.

Information which shall be made available to employee organizations includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.



Nothing in this rule shall be construed to require disclosure of records that are:

- (1) Personnel, medical, and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to merit system principles except with the prior written authority of the aggrieved employee.
- (2) Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available clearly outweighs the public interest served by disclosure of the record.
- (3) Records pertaining to pending litigations to which the District is a party or to claims or appeals which have not been settled.
- (4) Nothing in this rule shall be construed as requiring the District to do research for an inquirer or to do programming or assemble data in a manner other than usually done by the District. This does not preclude, however, the employee organizations contracting with the District for such programming or assembled data on a cost basis.

#### SECTION 8. PEACEFUL PERFORMANCE OF DISTRICT SERVICES

Participation by any employee in a strike or work stoppage may, at the discretion of the District, subject the employee to disciplinary action, including discharge. No employee organization, its representatives, or members shall engage in, cause, instigate, encourage or condone a strike or work stoppage of any kind.

If a recognized employee organization, its representatives, or members engage in, cause, instigate, encourage, or condone a strike or work stoppage of any kind, the Board of Directors may suspend or revoke the recognition granted to such employee organization, may prohibit the use of bulletin boards, may prohibit the use of District facilities, and may prohibit access to work or duty stations by such organization.

As used in this Section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation or the rights, privileges, or obligations of employment.


Any decision of the Employee Relations Officer made under the provision of this section may be appealed to the Board of Directors of the District by filing by registered or certified United States

Mail a written Notice of Appeal with the Employee Relations Officer accompanied by a complete statement setting forth all of the grounds upon which the appeal is based. Such notice must be filed within ten (10) days after the affected employee organization first receives notice of the decision upon which its complaint is based or its complaint will be considered closed and not subject to any other appeal.

CONSTRUCTION

- (A) Nothing in this Resolution shall be construed to deny any person or employee the rights granted by Federal and State laws.
- (B) The rights, powers, and authority of the Board of Directors in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Resolution.

PASSED AND ADOPTED this 9th day of August, 1973.

  
Chairman, Board of Directors  
Pleasant Valley Recreation  
and Park District

ATTEST:

  
Clerk of the Board