



## **EMPLOYEE MANUAL**

### **Administrative Office**

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

### **Parks Department Office**

(Located at Freedom Park)  
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**Approved by the Board of Directors on April 6, 2016**



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# Article 1 – GENERAL INFORMATION

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## A. Purpose and Intent

It is the purpose of this policy 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

This policy shall govern and affect personnel administration for all employees of the Pleasant Valley Recreation and Park District, unless otherwise specified. This Personnel Policy is not intended to and does not supersede conflicting provisions of collective bargaining agreements to which the Pleasant Valley Recreation and Parks is a party specifically, the Memorandum of Understanding (MOU). The Personnel Policy shall also not supersede any local, state, or Federal statues, rules, and/or regulations. It is the intent of this policy that the general principles stated will serve as a basis for personnel policy.

### **C. Right to Revise**

This employee 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issued manuals or handbooks and any inconsistent policy statements or memoranda distributed prior to this manual are superseded.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 manual.

The District reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this 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.

Any changes to this 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 manual.

This manual sets forth the entire agreement between the employee and the District as to employment with the District. Nothing in this employee manual or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. District employees remain employed at will at all times.

### **D. At-Will Employment**

District personnel are employed on an at-will basis. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the District. Nothing in this manual shall limit the right to terminate at-will employment. 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.

### **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, 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.

Pleasant Valley Recreation and Park 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.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Administrative Services Manager and request such an accommodation. The individual with the disability should specify what accommodation he/she needs to perform the job. The District then will engage in an interactive discussion with the employee or applicant to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his/her job. The District will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the District will make the accommodation.

If an employee believes they have been subjected to any form of discrimination, they can submit a written complaint to their Supervisor or the General Manager or designee. Their complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If assistance is needed with a complaint, or if it is preferred to make a complaint in person, they can contact the Administrative Services Manager. The District will immediately undertake a thorough and objective investigation and attempt to resolve the situation.

If the District determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The District will not retaliate against an employee for filing a complaint and will not knowingly permit retaliation by management employees or co-workers.

The prime objectives of this policy are as follows:

1. 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.
2. Ensure that employment decisions further the principle of Equal Employment Opportunity.
3. Ensure that promotion decisions further the principle of Equal Employment Opportunity and that those criteria which are not discriminatory for promotions be used.
4. 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.

## **F. Anti-Harassment**

The District is committed to providing a work environment free of unlawful harassment. District policy prohibits all forms of harassment in the workplace. This includes harassment based in regard to sex, gender, race, creed, color, religion, class, disability, national origin, age, political or union affiliation, marital status, medical condition or sexual orientation. This policy also prohibits retaliation against an individual for making a complaint or discriminatory harassment or for participating in a harassment investigation. This policy prohibits discriminatory harassment of other employees, applicants, or persons providing services pursuant to a contract. This policy applies to all employees, contractors and vendors of the District. It also prohibits unlawful harassment 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.

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

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. 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
5. Retaliation for reporting or threatening to report harassment.

## **G. Reporting Harassment**

California state law requires all Supervisory staff to attend mandatory sexual harassment training every two years. Administrative Services Department or designee will schedule and notify applicable staff of training dates. Attendance will be documented and filed in individual personnel files.

If an employee believes they have been unlawfully harassed, they should immediately bring their complaint to their own Supervisor, any other District Supervisor, or the Administrative Services Manager as soon as possible after the incident. Management will refer all harassment complaints to the Administrative Services Manager, immediate Supervisor or the General Manager of the District.

Complaints of harassment will be investigated promptly. Confidentiality will be maintained to the greatest extent possible. They will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate complaints in writing, but this is not mandatory. Once a determination is made, the findings of the investigation will be communicated to the complainant, the alleged harasser and, as appropriate, to other concerned parties.

If it is determined that harassment has occurred, a prompt and effective remedy shall be provided to the complainant. In addition, the Pleasant Valley Recreation

and Park District shall work to ensure that no further harassment occurs, and that no retaliation is taken against the complaining employee or any other employee who participates in the investigation. Should the complainant be dissatisfied with the results of the investigation, he/she may pursue the matter as provided for the applicable grievance procedure.

Any employee found in violation of this policy, shall be subject to disciplinary action as provided for in the Pleasant Valley Recreation and Park Personnel Policy, up to and including suspension, demotion and dismissal.

The District encourages all employees to report any incidents of harassment forbidden by this policy **immediately** so that complaints can be promptly and fairly resolved. The Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If an employee thinks they have been harassed or retaliated against for resisting harassment or complaining about harassment, they may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

## ARTICLE 2 – EMPLOYMENT INFORMATION

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### 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.

### B. Nepotism (Employment of Relatives)

No person shall be employed in a position directly or indirectly supervised by a member of his/her immediate family, defined as current spouse, registered domestic partner, child, stepchild, parent, stepparent, legal guardian, sibling, stepsibling, grandparent, great grandparent, grandchild, independent adult children; and the relatives of spouses or registered domestic partners falling within the same categories.

The District does not discriminate in employment on the basis of marital or family status. Nonetheless, the District may refuse to appoint a person to a position where the person's relationship with another employee has the potential to have an adverse impact on supervision, confidentiality, safety, security or morale or to be otherwise incompatible with or adverse to the best interest of the District.

### **C. 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 (refer to Benefits section) 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.

### **D. Part-Time Year Round Employees**

Part-time year round employees who are classified to work over 1000 hours per fiscal year may be eligible for pro-rated benefits as approved by the District. (Refer to Benefits section). The intent of the District is that part-time year round employees work a total of 1,560 hours per fiscal year and to not exceed 1,700 hours with the General Managers approval. This will average out to 30 hours per week.

### **E. Part-Time Restricted Employees**

Part-time restricted 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.

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

### **F. Seasonal/Temporary Employees**

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 employer-sponsored benefits except those mandated by applicable law.

## **G. 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.

## **H. 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.

## **I. Probationary Period – New Hires & Promotional Appointments**

All original and promotional appointments to positions in the classified service shall be tentative and subject to a probationary period of one (1) year from the date of appointment to the position. The purpose of the probationary period is to train, observe and evaluate the employee. During this time, an employee will learn their responsibilities, get acquainted with fellow co-workers, and their employer will determine whether or not they are satisfied with the employee performance. Their direct Supervisor will closely monitor their performance. The Supervisor will conduct a performance review at the conclusion of the 90 day introductory period. Employees within their introductory period do not receive District benefits unless stated in this manual.

### **1. Initial Probation**

It is understood that the probationary period will normally last for one (1) year from the date of appointment, but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than one thousand six hundred eight (1,680) hours.

### **2. Promotional Probation**

It is understood that the probationary period, upon promotion, will normally last for six (6) months from the date of probation, but may last longer than the



one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than one thousand and forty hours (1,040).

During the introductory period, full time and part time year round employees are eligible for health insurance, paid holidays upon hire date, and accrue vacation and sick time. After the 90 day introductory period, an employee may utilize their accrued vacation and sick time. Throughout the introductory period they may not make use of any accrued leave including vacation, sick, jury duty, bereavement and any other special days.

## **J. 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 after 90 days, 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.

# ARTICLE 3 – LEAVE OF ABSENCE

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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 will be considered abandonment of employment and voluntary resignation by the employee to the extent permitted by law.

The term “immediate family” is defined as current spouse, registered domestic partner, child, stepchild, parent, stepparent, legal guardian, sibling, stepsibling, grandparent, great grandparent, grandchild, independent adult children; and relatives of spouses or registered domestic partners falling within the same categories.

For employees who have taken a leave of absence, the District will continue to pay its share of premiums for eligible employees’ medical benefits for up to 12 weeks of leave to the extent permitted by law, or unless otherwise stated herein. Employees must continue to pay their share of benefits during this 12-week period by making bi-weekly payments to the District or insurance carrier for the amount of the applicable premium.

At the conclusion of 12 weeks, if the employee has not returned from leave, the employee will be required to pay his/her own premiums to continue medical coverage, or may become eligible for COBRA in lieu of continued participation in the District’s group medical benefits to the extent permitted by law. Failure to pay the employee’s share during the 12-week leave or to pay the entire premium after the 12-week period has ended (if applicable) may result in termination of coverage.

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; 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 1 hour or more increments. Exempt employees absent for three hours or more in a workday will have the corresponding amount of time deducted from their accrued vacation.

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 business days from the date in which the employee hands 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 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 provides regular exempt employees with 80 hours of additional leave per calendar year to be used at the employees' discretion with the General Manager's or Department Manager's approval.

The 80 hours will be distributed to employees in two intervals. The initial 40 hours will be entered on the first paycheck in January; the final distribution will be entered on the first paycheck in July.

Twenty (20) hours of time earned in January may be carried over into the second half of the year with approval from the General Manager prior to June 30<sup>th</sup>. The remaining time must be utilized by the last paycheck of December; there is no cash value for management leave.

## **C. 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" absences.

Sick leave can be used to care for an immediate family member, provided that the employee is required to tend, care, or otherwise provide for the care of a member of his/her immediate family. For the purpose of this section, immediate family shall include spouse or registered domestic partner, mother, father, child, brother, sister, grandfather, grandmother, or corresponding in-law, step-parents, step-children, legal ward, foster children or an employee standing in loco

parentis. Sick leave may not be used for vacation or personal time off, but may be used for medical and dental appointments. Accrued sick leave may be used in increments of 1 hour or more.

### **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**

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**

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 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. A Department Head may request a doctor's certificate for absences of less than three (3) consecutive days.

## 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, please 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 years of employment shall be compensated at the rate of twenty five percent (25%) and limited to 500 hours and employees 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).

## D. 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.

## **E. 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 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.

## **F. 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 days notice, and must provide proof of voting to the Supervisor upon returning to work.

## **G. 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.

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 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 location or other circumstances require an absence longer than three (3) consecutive work days 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, 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.

## **H. 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.

## **I. Workers' Compensation**

Employees who have a work-related illness or injury are covered by workers' compensation insurance. When a work-related illness or injury is reported, the employee will be sent for medical treatment, if treatment is necessary. All work related injuries must be immediately reported to the employee's immediate Supervisor.

Any further medical treatment will be under the direction of the approved District's choice of medical facility. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid by the District as time worked. If an employee has accrued any unused sick or vacation leave, the additional absences from work will be paid with the use of sick or vacation leave.

An employee taking workers' compensation 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.

## **J. 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 FMLA/CFRA, educational and travel opportunities. 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 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 their 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.

## 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 Head must approve, in advance, the donation.

1. 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.
2. 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.
3. 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.
4. 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.

5. The donated hours will be converted to a dollar equivalent and the employee will receive it at his/her rate of pay.
6. 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.
7. 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. 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.

## **M. Employee Literacy Assistance**

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

## **N. 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. In implementing this policy, the following definitions will apply.**

“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.

- a. “Child” means 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. 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).

- b. “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. This term does not include parents-in-law.
- c. “Spouse” means a husband or wife as defined or recognized under California state law for purposes of marriage.
- d. “Domestic Partner” means a partner as defined in Section 297 of the Family Code.
- e. “Family Member” means a Child, Parent, Spouse, or Domestic Partner as defined in this family care and medical leave policy.
- f. “Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves:
  - i. 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
  - ii. 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).
  - iii. “Health Care Provider” has the same meaning as defined under the FMLA and CFRA.

## 2. Reasons for Leave

Leave is only permitted for the following reasons:

- a. The birth of a child or to care for a newborn of an employee or the employee’s domestic partner;
- b. 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;

- c. To care for a child of the employee, spouse, or domestic partner who has a serious health condition; or
- d. Because of a serious health condition that makes the employee unable to perform the functions of his or her position;
- e. To care for a parent, spouse, or domestic partner who has a serious health condition.

### 3. Employees Eligible for Leave

An employee is eligible for leave if the employee:

- a. Has been employed for at least 12 months; and
- b. Has been employed for at least 1250 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 during any 12-month period.

### 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 1 year of the birth or placement of the child. In addition, the basic minimum duration of such leave is 2 weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least 1 day, but less than 2 weeks’ duration on any 2 occasions.

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

## 6. Spouses Both Employed by the District

In any case in which domestic partners or a husband and wife are both employed by the District and both are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (*i.e.*, bonding leave). This limitation does not apply to any other type of leave under this policy.

## 7. Employee 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.

## 8. 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.

## **9. 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:

- a. The leave is for the employee's own serious health condition; or
- b. The leave is needed to care for a parent, domestic partner, spouse, or child with a serious health condition and would be permitted as sick leave under the Company'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.

## **10. Medical Certification**

Employees who request leave for their own serious health condition or to care for a child, parent, 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



If possible, you must provide at least 30-calendar days written advance notice for foreseeable events. For unforeseeable events, you must notify the Human Resources designee as soon as you learn of the need for the event. In order to be granted family and medical leave, you must fill out a request form found in Human Resources. After a continuous absence of 30-calendar days for any “covered event,” you 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 you comply 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 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.

d. 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 to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. “Medically necessary” means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

e. 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.

- f. Reinstatement on Return from Leave
  - i. 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-Paid Family Care 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 2 business days, when feasible, after the employee notifies the District of his or her readiness to return.

- ii. 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.

- iii. 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.

## **O. 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.

## **P. Military Family Leave**

An eligible employee whose spouse or registered domestic partner is serving in the Armed Forces National Guard or reserves may take up to ten days of unpaid leave when the military spouse or registered domestic partner is home on leave. An eligible employee performs an average of 20 or more hours per week and is the spouse or registered domestic partner of a member of the armed forces who has been deployed to an area of military conflict. The "qualified leave period" is the time period during the military member's leave for deployment during "military conflict," defined as a period of war declared by Congress or a deployment authorized under specified sections of the federal Armed Forces Code. An employee must provide notice of the intent to take leave within two business days of receiving official notice that the military member will be on leave from deployment. Employees may apply any available leave time (e.g., vacation) to this time off from work.

## **Q. Military Caregiver Leave**

An eligible employee who is a spouse, child, parent, or next of kin of a covered servicemember with a serious injury or illness may take up to a total of 26

workweeks of unpaid leave during a single 12-month period to care for the servicemember. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise on outpatient status, or is otherwise on the temporary disability retired list, in each case for a serious injury or illness. A serious injury or illness is one that was incurred by a servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating. The single 12-month period for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of a 12-month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period. Only 12 of the 26 weeks total may be for an FMLA-qualifying reason other than to care for a covered servicemember.

## R. Qualifying Exigency Leave

An eligible employee may take up to a total of 12 workweeks of unpaid leave during the normal 12-month period established by the employer for FMLA leave for qualifying exigencies arising out of the fact that the employee's spouse, child, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves; it does not extend to family members of military members in the regular Armed Forces.

Qualifying exigencies include:

- a. Issues arising from a covered military member's short-term deployment (*i.e.*, deployment of 7 or fewer days of notice) for a period of 7 days from the date of notification;
- b. Military events and related activities such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;

- c. Certain child care and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative child care, providing child care on a non-routine, urgent, immediate-need basis, enrolling or transferring a child in or to a new school or day care facility, or attending certain meetings at a school or day care facility, in each case if necessary because of circumstances arising from the active duty or call to active duty of a covered military member;
- d. Making or updating financial and legal arrangements to address a covered military member's absence;
- e. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of a covered military member;
- f. Taking up to 5 days of leave to spend time with a covered military member who is on short-term temporary rest and recuperation leave during deployment;
- g. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military, for a period of 90 days following the termination of the covered military member's active duty status;
- h. Addressing issues arising from the death of a covered military member; and
- i. Any other event that the employee and employer agree is a qualifying exigency.

## **S. Leave to Care for Covered Servicemember**

Eligible employees who have family members who are covered servicemembers may take up to 26 workweeks of leave in a single 12-month period to care for a covered servicemember with a serious illness or injury incurred in the line of duty on active duty. The leave may be taken intermittently whenever medically necessary to care for a covered servicemember with a serious injury or illness. Leave may also be taken intermittently for a qualifying exigency arising out of the active duty status or call to active duty of a covered military member. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule the treatments so as not to unduly disrupt the District's operation.

Spouses employed by the same employer are limited to a combined total of 26 workweeks of leave in a single 12-month period if the leave is to care for a covered servicemember with a serious injury or illness; for the birth and care of a newborn child; for placement of a child for adoption or foster care; or for care of a parent who has a serious health condition.

## 1. Employee Notice

Employees seeking to use Military Caregiver Leave must provide 30 days' advance notice of a need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered servicemember. If leave is foreseeable but 30 days advance notice is not practicable, the employee must provide notice as soon as practicable—generally, either the same or next business day. The employee must comply with the District's call-in procedures, absent unusual circumstances.

The employee must provide sufficient information to make the District aware of the need for FMLA leave for these reasons and the anticipated timing and duration of the leave. Such information may include, as applicable, information to the effect that:

- a. The requested leave is for a particular qualifying exigency related to the active duty status or call to active duty of a covered military member, along with the anticipated duration of the leave; and
- b. The leave is for a qualifying family member who is a covered servicemember with a serious injury or illness, along with the anticipated duration of the leave.

## 2. Employer Notice

When the employee requests FMLA leave under this policy, the District will notify the employee of his or her eligibility to take leave, including a reason for non-eligibility if the employee is determined not to be eligible. Such eligibility notice may be oral or written and should generally be given within five (5) days of the employee's request for leave. Subsequent eligibility notice in the same 12-month leave period may be required when an employee's eligibility status changes. The District will inform employees of their rights and responsibilities under this leave, including giving specific written information on what is required of the employee.

When the District has enough information to determine that the leave is being taken for an FMLA-qualifying reason, the District will notify the employee that

the leave is designated and will be counted as FMLA leave. The District will designate leave that qualifies as both leave to care for a covered servicemember with a serious injury or illness and leave to care for a qualifying family member with a serious health condition as leave to care for a covered servicemember in the first instance. This designation notice will be in writing and generally will be given within five (5) days of the determination. The District will notify the employee of the number of hours, days, or weeks that will be counted against the employee's FMLA entitlement.

### **3. Certification Requirements**

The District will require the employee who requests military family leave to produce a certification and may require the employee certification to be supported by:

- a. For leave for a qualifying exigency, a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party; and
- b. For leave to care for a covered servicemember with a serious injury or illness, certification completed by an authorized health care provider or a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of a covered servicemember's family.

## **T. Pregnancy Disability Leave**

Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth or related medical conditions, they are eligible to take an unpaid pregnancy disability leave (PDL). During their pregnancy, they may request a modification of their job duties or a transfer to a less strenuous or hazardous position, if this modification or transfer is medically advisable and can be reasonably accommodated.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical conditions up to four (4) months (or 88 work days for a full-time employee) per pregnancy. At the end of the leave, they 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.



The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth would all be covered by PDL. Employees will be required to obtain a certification from their health care provider of their pregnancy disability or the medical advisability for a job modification or transfer. Before returning to work after a disability leave of absence, a written statement from their physician, stating their ability to return to regular duties and any limitations, is required.

Employees must continue to pay their share of benefits during this period by making monthly payments to the District or insurance carrier for the amount of the applicable premium. Employees should contact the Administrative Department for further information. Failure to make timely payment for coverage may result in cancellation of that coverage. If they wish to take an unpaid disability leave of absence, they should consult the Administrative Services Manager regarding continuous coverage. At their option, they can use any accrued vacation or accrued sick leave off as part of the PDL before taking the remainder of their leave as an unpaid leave.

Accrued sick leave must be used, and then accrued vacation may be used if the employee chooses to do so. However, such paid sick or vacation leave will count towards the maximum twelve (12) weeks per year and will not increase the number of days' leave allowed.

An employee who is transferring from Pregnancy Disability Leave to California Family Rights Act 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.

## **U. 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 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.

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

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 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 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).

## **W. 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 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 business days to donate his or her bone marrow in any 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 days of sick or vacation time for bone marrow donation and up to two weeks of sick or vacation time for organ donation.

## **X. 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 4 - BENEFITS

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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. 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 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.

## **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. Refer to District's 457 Plan.

## **C. 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).

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

The District provides a Deferred Compensation 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.

## **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. 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 15<sup>th</sup> 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 16<sup>th</sup> 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. 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. Nothing in the plan or this Employee Manual obligates the District to continue these benefits or to not make changes to these benefits.

## **F. Workers' Compensation**

The District, in accordance with state law, provides insurance coverage for employees in case of work-related injury at no cost to the employee. The workers' compensation benefits provided to injured employees may include:

- i. Medical care
- ii. Cash benefits, tax free, to replace lost wages
- iii. Assistance to help qualified injured employees return to suitable employment
- iv. To ensure workers' compensation benefits are received an employee needs to:
  - Immediately report any work-related injury to their Supervisor.
  - 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.

### 1. Alcohol and drug testing after an accident or injury

- a. Employees who were involved in an accident while operating heavy machinery (i.e. car, trailer, lift, work truck, etc.) will be required to submit to a drug and alcohol test immediately following the accident. It will be the responsibility of the Supervisor to take the employee in for testing.
- b. A drug and alcohol test will be administered to any employee who is taken to the Emergency room following an accident.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the District's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the District's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

The District provides medical treatment for work-related injuries through a medical provider network approved by our worker's compensation insurance, which the District has chosen to provide medical care to injured employees because of their experience in treating work-related injuries.

Every work related employee or volunteer injury must be reported to a Supervisor within 24 hours. They must contact the Administrative Services Manager if an injury occurs during work hours who will contact the applicable medical facility. All employees and volunteers must go to the clinics and hospital listed below:

<b><u>Santa Rosa Walk-In Medical Center</u></b>	(805) 484-0095
4934 Verdugo Way, Camarillo	M-F 8am – 6pm
	Sat 9am – 1pm
<b><u>Community Memorial Hospital</u></b>	(805) 482-1282
Urgent Care Clinic	Mon-Sat 9am – 7pm
422-A Arneill Road, Camarillo	
<b><u>St. John’s Pleasant Valley Hospital</u></b>	(805) 389-5800

Emergency Medical Services  
 2309 Antonio Avenue, Camarillo

The law requires the District to notify the workers’ compensation insurance of any concerns of false or fraudulent claims.

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under Federal and State law (Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)), will be placed on FMLA/CFRA 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.

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, 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 they have accrued and unused sick leave, the additional absences from work will be paid with the use of sick leave.



If they do not have accrued, paid sick leave, or if they have used all of their sick leave, they may choose to substitute vacation for further absences from work, related to the illness or injury.

An employee taking workers' compensation 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.

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.

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

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



## H. 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 – 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.

1. 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.
2. 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 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 days. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.

## **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).

#### **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.

#### **K. Recording Expenses Incurred**

Please refer to the PVRPD Travel Policy.

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

The District recognizes that the skills and knowledge of its employees is critical to the success of the organization. The educational assistance program encourages personal development through formal education to maintain and improve job-

related skills or enhance the ability to compete for reasonably attainable jobs within the District. Educational assistance is contingent on the annual budget of the District and its allocation for such educational purposes.

1. The District will provide educational assistance to regular 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.
  - i. To maintain eligibility, an employee must remain on the active payroll and be performing their job satisfactorily through completion of each course. 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.
  - ii. The courses 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.
2. Eligible employees will be reimbursed for 75 % of their cost for tuition and books for each semester for a maximum of \$1,200 per fiscal year.
  - i. An outline of the course(s) and written approval from the General Manager prior to registration must be submitted.
  - ii. 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.
  - iii. Receipts for tuition and books must be submitted within 30 days of course completion.
3. Employees must remain with the District for a minimum of one year after the completion date of any course for which Educational Assistance Funds were received. If they leave prior to one year, they will have 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.

For more information contact the Administrative Services Department.

### **M. Employee and Family Wellness**

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

1. Swim Passes – two (2) free twenty (20) entry swim passes will be offered to employees on a yearly basis.
2. Staff Taught Classes – 25% off staff taught classes.
3. Drop-In Games – free access to drop-in games.
4. Parking Pass – 25% off parking pass for Camarillo Grove Park.

## **ARTICLE 5 - MANAGEMENT**

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### **A. 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 completion of your 90-day introductory period. Subsequent performance evaluations will be conducted annually (during the anniversary month of your 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.

## **B. 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.

## **C. 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.

## **D. 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 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.

### **E. Smoking / Tobacco Products**

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

### **F. Electronic and Telephone Usage and Privacy Policy**

Please refer to the PVRPD Employee Technology Use Policy.

### **G. 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.

1. \$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.
2. \$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.
3. \$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.

## **H. Parking**

Reasonable accommodations are made for employees to park their personal vehicles on District property during the employees 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.

## **I. 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.

## **J. Use of Resources and Property**

Employees are prohibited from remaining in District offices or work areas when not on duty. District funds and property shall not be used by any employee of the District for any purpose other than District business unless approved by the Department or General Manager.

## **K. 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.

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.

## ARTICLE 6 - STANDARDS OF CONDUCT

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

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 days, this will be considered abandonment of employment and voluntary resignation by the employee.

## **B. 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.

1. Falsifying employment records, employment information, or other District records;
2. Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
3. Theft and deliberate or careless damage or destruction of any District property, or the property of any employee or customer;
4. Removing or borrowing District property without prior authorization;
5. Unauthorized use of District equipment, time, materials, or facilities;
6. Provoking a fight or fighting during working hours or on District property;
7. Participating in horseplay or practical jokes on District time or on District premises;

8. Carrying firearms or any other dangerous weapons on District premises at any time;
9. Engaging in criminal conduct;
10. Causing, creating, or participating in a disruption of any kind during working hours on District property;
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;
12. Using abusive language;
13. Failing to notify a Supervisor when unable to report to work;
14. Unreported absence of three consecutive scheduled workdays;
15. Failing to obtain permission to leave work for any reason during normal working hours;
16. Failing to observe working schedules, including rest and meal breaks;
17. Failing to provide a physician's certificate when requested or required to do so;
18. Sleeping or malingering on the job;
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;
20. Working overtime without authorization or refusing to work assigned overtime;
21. Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working;
22. Violating any safety, health, security or other District policy, rule, or procedure;
23. Committing a fraudulent act or a breach of trust under any circumstances;
24. Engaging in any act of unlawful harassment of another individual;

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.

### **C. Disciplinary Action**

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:

- i. Counseling Session
- ii. Verbal Warning
- iii. Written Warning
- iv. Probation
- v. Demotion
- vi. Reduction in pay
- vii. Suspension with or without pay

- viii. Transfer or reduction in working hours
- ix. Withholding of wage increase
- x. 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

employee who has been discharged shall be entitled to pre-disciplinary procedural due process.

#### **D. 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.

#### **E. 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:

- i. Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the District.
- ii. Additional employment that creates a conflict of interest or is incompatible with the employee's position with the District.
- iii. Additional employment that impairs or has a detrimental effect on the employee's work performance with the District.
- iv. 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.
- v. 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:

- i. Landscaping
- ii. Teaching
- iii. Bookkeeping
- iv. Painting
- v. Self-employment
- vi. Sale of commercial or homemade products
- vii. Construction

Inconsistent and incompatible employment is defined as, but is not limited to work that: a) Results in a conflict of interest, b) Give 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, including regular employees, those on a probationary status, and provisional 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. 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, 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.

### **G. Drug and Alcohol Abuse**

The District shall provide the Employee Assistance Plan for the term of this agreement.

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. Our concern is that employees are 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 does 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 Human Resources 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.

### 3. Employee Responsibilities

An employee must:

- i. 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;
- ii. 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;
- iii. 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;
- iv. 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
- v. 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.

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.

#### **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)

- i. Slurred speech;
- ii. Alcoholic odor on breath;
- iii. Unsteady walking and movement;
- iv. An accident involving District property, where it appears the employee's conduct is at fault, when other objective evidence exists;
- v. Physical altercation;
- vi. Unusual behavior;
- vii. Verbal altercation;
- viii. 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.

## **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 Human Resources. 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.

## H. Dress Code and Other Personal Standards

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 Casual 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 they 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.

Tattoos that are deemed inappropriate by Management must be covered and body piercings other than in the ear should be removed for work.

### **1. Professional Logo / 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. Employees required to wear safety equipment or clothing still must do so on a casual dress day.

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.

## **I. 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.

## **J. 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.

## **K. Conflicts of Interest**

Employees are responsible for adherence to the District's Conflict of Interest Code. 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.

### **1. 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:

- a. 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.
- b. 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:

- a. Board of Directors
- b. General Manager
- c. Administrative Services Manager
- d. Parks Services Manager
- e. Recreation Services Manager
- f. Park Supervisor
- g. Recreation Supervisor

## **2. 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.

## **L. 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.

### **M. Acceptance of Gifts**

If an employee receives a gift or gratuity from a customer, vendor, supplier, members of the public, or other person doing business with the District, it is to be shared with other employees at one of the offices. Personal acceptances of gifts may give the appearance of influencing business decisions, transactions or service. It is unacceptable to have expenses paid by such persons for business meals or trips with the District.

### **N. 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.

### **O. Conducting Personal Business**

Employees are to conduct only District business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

### **P. 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.

# ARTICLE 7 - WAGES

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## 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.

### 1. The 9/80 work schedule has the following requirements:

- a. The schedule cannot impact the District's requirement to conduct business or adversely affect workflow.
- b. 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.
- c. 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.

- d. 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.
- e. The alternate workweek schedule (9/80) shall begin at 12:00am on the first day of the pay cycle and shall end at 11:59pm on the 14<sup>th</sup> day of the same pay cycle.

Members of the SEIU bargaining unit: - Please see current Union MOU.

### C. 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 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 and to verify the accuracy of all time recorded. Supervisors will review and sign the time card before submitting it to Accounting for processing. As designated by the Department Supervisor, Supervisory staff will review the time card(s) for errors, initial and submit to the Supervisor for submission to Accounting. All timecards must be completed in Blue or Black Ink only. Any handwritten marks or changes on the timecard must be initialed by the employee and a Supervisor. **Whiteout is not to be used on timecards.** 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. 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. 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. Beginning July 14, 2016 paychecks will be mailed to the current mailing address on file; paychecks will no longer be available for pick up.

#### **F. 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. Unclaimed/Lost Paychecks**

Until July 14, 2016 if any paycheck is not picked up by the employee within seven (7) days of the date issued, the check will be sent to the employee's last known address.

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. 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. 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. 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. Only actual hours worked in a given workday or workweek can

apply in calculating overtime. 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. 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. 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. 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. Call in to Work

The District will pay a minimum of two hours of designated overtime 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.

## N. 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 (2½%) percent for hours worked between 8:00 pm and 6:00 am.

## O. 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.

- a. **This policy shall apply in temporary situations due to:**

- i. The extended leave or other temporary absence of the employee in the higher classification;
- ii. 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.
- iii. 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 Manager.
- iv. Individuals hired specifically to temporarily fill a position vacancy due to illness, vacation, etc. are also excluded from working out-of-class.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.

- x. 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.

## **P. Advances**

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

# ARTICLE 8 - HEALTH AND SAFETY

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## **A. Safety Policy**

It is the policy of the Pleasant Valley Recreation and Park 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.

1. To ensure that all employees receive appropriate training, all District employees will participate in:
  - a. Scheduled safety meetings
  - b. Additional training as job duties or work assignments are expanded or changed.
  - c. 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**

- a. The use of motor vehicles for other than official purposes shall be prohibited.
- b. Only employees over 18 years of age are permitted to drive for the District.
- c. 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.
- d. No person shall be a passenger in any vehicle owned or maintained by the District unless one of the following conditions is met:
  - i. Such person is an employee of the District
  - ii. Such person has a business relationship with the District, and transportation in such vehicle of the District is necessary
  - iii. 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

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

The District retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage.

### 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.

# ARTICLE 9 - SEPARATION FROM SERVICE/TERMINATION

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## 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:

### 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.

- a. A permanent employee, who desires to terminate 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 organization.

### 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.

### **1. Notification:**

- a. 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.
- b. 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.

### **C. 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.

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## EMPLOYEE COPY

### ACKNOWLEDGEMENT OF RECEIPT OF THE PLEASANT VALLEY RECREATION and PARK DISTRICT EMPLOYEE MANUAL AND TERMS OF EMPLOYMENT

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

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 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.

\_\_\_\_\_

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