



# **Goleta West Sanitary District Personnel Policy/Employee Handbook**

**Revised December 2024**

**This supersedes all other personnel policies.**

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## **INTRODUCTION**

The Goleta West Sanitary District (“District”) provides sewer and street cleaning services to residential and commercial customers in the western portion of the Goleta Valley. It is committed to ensuring that its customers receive high quality and reliable service in a cost-effective manner. The District works closely with other local public agencies in ensuring that the wastewater treatment plant, which services this area, is operated in a cost effective and environmentally responsible fashion.

The District is governed by a five-member Board of Directors and is managed by a General Manager. In providing services to the public, the District relies on the dedication, skills and knowledge of its employees. The District hopes you find your employment at the District to be both challenging and rewarding and welcomes suggestions from you with regard to improving training, supervision, equipment, working conditions and other aspects of the work environment.

## **SECTION 1. GENERAL**

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### **1.1 SCOPE**

This Goleta West Sanitary District Personnel Policies/Employee Handbook (“Handbook”) sets forth the personnel policies and procedures of the District. It is intended to provide for a fair and equitable system of personnel management and for efficient and economical services to the public. It also defines the obligations, rights, privileges, benefits and prohibitions that apply to District employees.

### **1.2 AUTHORITY**

The provisions of this Handbook have been adopted by motion of the Board of Directors of the District. The District reserves the right and discretion to add to, modify, or delete provisions of this Handbook by subsequent action of the Board of Directors. Only the District Board of Directors has the authority to add to, modify, or delete provisions of this Handbook and no individual has the authority to enter into any employment or any other agreement that modifies the provisions of this Handbook. However, this Handbook does not preclude the development of internal rules and operating procedures for specific departments of the District or the development of personnel or administrative procedures governing the implementation of these policies and procedures.

### **1.3 MERIT PRINCIPLE**

The personnel system of the District is based on the merit principle. Appointments of all employees of the District shall be based upon merit, including job-related knowledge, experience, ability, performance and attitude.

### **1.4 APPLICATION**

This Handbook shall apply to all offices, positions and employees in the service of the District except:

- A. Elective officers;
- B. Members of appointment boards, commissions and committees;
- C. General Manager;
- D. Persons engaged under contract to supply expert professional or technical services for a definite period of time; and
- E. Volunteer and temporary personnel.

### **1.5 APPOINTING AUTHORITY**

As used in this Handbook, the Appointing Authority shall be the General Manager or their designee. The General Manager shall be responsible for all personnel matters and may delegate as many of the day-to-day personnel functions to employees as they deem appropriate.

### **1.6 EQUAL EMPLOYMENT OPPORTUNITY**

The District supports equal employment opportunities and does not unlawfully discriminate against its employees or applicants because of race, color, religion, sex, reproductive health care decisions, sexual orientation, gender, gender identity, gender expression, transgender status, national origin, ancestry, age, marital or registered domestic partner status, military or veteran status, genetic information, physical or mental disability, medical condition, status as a victim of domestic violence



or sexual assault or stalking, or any other status protected by federal, state, or local laws. The District also makes reasonable accommodations for employees where required by law. Finally, the District does not discriminate against anyone based on the perception that the person has any of the protected characteristics listed above, or is associated with a person who has, or is perceived as having, any of these characteristics. This policy applies to all areas of employment recruitment, hiring, training, promotion, compensation, benefits, transfer, social and recreational programs, discipline, demotion, layoff, recall, and termination.

If an employee believes they or another employee have not been provided with equal employment opportunities, they should immediately report the facts of the incident and the names of the individuals involved to the General Manager. If the employee believes the General Manager is involved in the incident, the employee should report the matter directly to the Board of Directors or a designated senior executive who is not involved in the incident. If there is no clear next level of authority or if the Board of Directors is involved, the employee may contact an external, third-party investigator or the company's legal counsel for guidance. Any reported allegation of violation of this policy will be investigated, and any necessary corrective action will be taken.

The District will not tolerate any form of retaliation against an employee who reports a complaint or assists in an investigation regarding a claim for failure to be provided equal employment opportunity. If an employee feels they or another employee have been retaliated against, they should notify the General Manager, the Board, or a designated senior executive immediately so appropriate action can be taken.

## **SECTION 2. DEFINITIONS**

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### **2.1 ALLOCATION**

The assignment of an individual position to an appropriate classification on the basis of the type, difficulty and responsibility of the work performed in the position. As used in this Handbook, employees are appointed to positions, positions are allocated to classifications.

### **2.2 ANNIVERSARY DATE**

The date recurring yearly upon an employee's date of hire in a regular position. This date is used principally in matters regarding vacation, sick leave, retirement and other related personnel actions.

### **2.3 APPOINTMENT**

The employment of a person in a position. Types of appointment include:

#### **2.3.1 ORIGINAL APPOINTMENT**

The person's first appointment as a District employee, is most often an introductory appointment. This original appointment is used to calculate an employee's date of hire.

#### **2.3.2 INTRODUCTORY APPOINTMENT**

The introductory employment of a person in a regular position. An introductory appointment is for a six-month period during which job performance is evaluated.

#### **2.3.3 RE-HIRE**

When an employee is separated from employment with the District for one year or less and is hired back into the service of the District. If more than one year elapses, the employment will be treated as an original appointment.

#### **2.3.4 AT-WILL EMPLOYEES**

All employees hired after July 10, 2018 are employed "at-will". This means that either the District or the at-will employee may terminate employment at any time, with or without cause, notice or stated reason. The at-will relationship remains in effect regardless of any statement made in this Employee Handbook or any other written or oral communications. Only the District's General Manager or Board of Directors have the authority to change this at-will employment relationship and enter into an agreement for any specified period of time. Such agreements must be in writing and signed by the General Manager and/or the Board of Directors and the affected employee.

### **2.4 CLASSIFICATION PLAN**

The designation of a title for each position together with the specification for each position as prepared and maintained by the General Manager and approved by the Board of Directors.

### **2.5 CONTINUOUS SERVICE**

The employment without break or interruption of an employee.

## **2.6 DATE OF HIRE**

The date of an employee's original appointment to District service. This date is used principally in matters regarding vacation, sick leave, and retirement calculations, as well as other personnel matters.

## **2.7 DEMOTION**

The voluntary or involuntary reduction of a regular employee to a position having a lower maximum salary rate.

## **2.8 DISMISSAL**

The involuntary separation of an employee from service with the District.

## **2.9 EMPLOYEE**

A person occupying a position. Types of employees include:

### **2.9.1 INTRODUCTORY EMPLOYEE**

An employee who has an introductory appointment.

### **2.9.2 REGULAR EMPLOYEE**

An employee who has successfully completed the introductory period in a full-time position.

### **2.9.3 TEMPORARY EMPLOYEE**

An employee in a position of limited duration.

### **2.9.4 PART-TIME EMPLOYEE**

An employee who works less than full-time on a daily, weekly, monthly or annual basis. Part-time employees may be temporary, regular, or introductory employees.

## **2.10 HOURLY RATE**

The amount paid to an employee for each hour worked. The hourly rate may be any amount within a specific hourly wage range.

## **2.11 IMMEDIATE FAMILY**

For the purpose of this Handbook, immediate family consists of the employee's parent, sibling, spouse and children, unless otherwise indicated.

## **2.12 LAYOFF**

The termination of a position or positions due to exercise of at-will employment rights, reorganization, reassignment, the lack of work to be accomplished or the lack of funds.

## **2.13 LEAVE**

An authorized absence from an employee's place of work.

**2.14 OVERTIME**

Overtime may be paid to hourly employees who work in excess of 8 hours in any day or 80 hours in any pay period, compensated at a rate of 1.5 times an employee's regularly hourly pay. Overtime is not accrued during paid or unpaid leave.

**2.15 PERFORMANCE REVIEW**

An informal (oral) or formal (written) review relating to an employee's job performance. An introductory employee may receive an informal or formal review at three months and a formal review at six months following their introductory appointment. Additional written performance reviews may be done annually thereafter.

**2.16 PERSONNEL ACTION**

Any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal, termination, discipline, commendations, or any other action affecting the status of employment.

**2.17 PERSONNEL OFFICER**

The General Manager or their designee.

**2.18 POSITION**

A combination of current duties and responsibilities, approved by the Board of Directors, requiring the full, part-time, or temporary services of an employee.

**2.19 INTRODUCTORY PERIOD**

A period of six months during which an employee is required to demonstrate their fitness for the actual performance of the assigned duties of the position. The Personnel Committee may extend the duration of an employee's introductory period if deemed appropriate in the discretion of the General Manager.

**2.20 PROMOTION**

The advancement of an employee from a position in one classification to a position in another classification having a higher maximum rate of pay.

**2.21 REASSIGNMENT**

The change of an employee from one position to another position.

**2.22 RECLASSIFICATION**

A change in the classification level of an individual position by raising or lowering the position to another level having a different maximum rate of pay on the basis of significant changes in the kind, difficulty or responsibility of the work required to be performed in the position.

**2.23 REDUCTION IN PAY**

A salary decrease within the limits of the pay range established for a classification.

**2.24 REINSTATEMENT**

The re-employment of a laid-off employee into the same or lower class from which the employee was laid off. If reinstated within one year of layoff, a new introductory period shall not be required.

**2.25 REHIRE**

The re-employment, within one year of separation from employment with the District, of a former regular employee into the same or lower classification from which the employee separated.

**2.26 SALARY RANGE**

The minimum, maximum and intermediate salary rates or hourly wage rates, which may be paid to an employee within a classification.

**2.27 SEPARATION / TERMINATION**

The termination of an employee's employment with the District because of retirement, resignation, death or dismissal.

**2.28 SUPERVISOR**

An employee with the responsibility of organizing, directing and evaluating the work of other employees, or, in the case of a supervisor, the General Manager.

**2.29 SUSPENSION**

The temporary and involuntary separation of an employee from their position for a specified period of time, for disciplinary purposes.

**2.30 TRANSFER**

A change of an employee from one position to another position in the same pay classification.

**2.31 VACANCY**

An authorized position for which funds are available which is not occupied.

**2.32 WORKWEEK**

The hours or days of work in a calendar week. Employees may be eligible to work alternate work week schedules at the discretion of the General Manager. Any alternate work week request must be in writing and approved by the General Manager.

## **SECTION 3. CLASSIFICATION PLAN**

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### **3.1 PURPOSE**

The purpose of the classification plan is to provide a complete and continuous inventory of all the positions, to provide accurate job descriptions, and to ensure that each position is allocated to the appropriate classification. The current job descriptions for the positions authorized by the Board of Directors in the classification plan are attached to this handbook as Appendix B.

### **3.2 ADOPTION OF PLAN**

Before the classification plan or any part thereof maybe modified or otherwise amended, it must first be approved in whole or in part by the Board of Directors. Notice of consideration of the proposed classification plan amendments or revisions shall be provided to the appropriate affected employees. The classification plan shall be reviewed in its entirety by the General Manager every three years and a report on the status of the plan shall be presented to the Board of Directors.

## **SECTION 4.        COMPENSATION PLAN**

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### **4.1        PURPOSE**

The purpose of the compensation plan is to provide equitable and fair compensation for all employees. Pay ranges, benefits package and certain other aspects of the compensation plan are outlined in Appendix A of this Handbook.

### **4.2        PREPARATION OF COMPENSATION**

The Board of Directors, at its sole discretion, may periodically modify the District's compensation plan. The compensation plan includes for each classification a minimum and maximum salary rate and such intermediate rates as are considered necessary, as well as supplemental compensation, retirement, insurance and related fringe benefit provisions. Flat rates may be used instead of salary ranges where appropriate. The rate of pay or pay range assigned to each classification will attempt to reflect fairly the differences in the duties and responsibilities among positions and may take into account rates paid by other public employers for comparable work, the District's policies and financial condition, unusual problems of recruitment and turn over and other relevant factors.

### **4.3        ADMINISTRATION OF COMPENSATION PLAN**

#### **4.3.1    GENERAL POLICY**

It is the policy of the District to provide a systematic method for employees to become eligible for advancement through salary schedules.

#### **4.3.2    MERIT INCREASES—PART-TIME EMPLOYEES**

Part-time employees shall be eligible for normal merit increases based upon satisfactory performance, at the District's sole discretion, unless pursuant to written agreement, following completion of an equivalent amount of service as required for full-time employees as shown below.

#### **4.3.3    MERIT INCREASES—FULL-TIME EMPLOYEES**

A full-time employee shall be eligible for merit increases in accordance with the appropriate steps in their classification pay range as follows:

Upon becoming a regular employee at the successful conclusion of the introductory period, full-time employees are eligible for compensation advancement to the next step upon recommendation of their supervisor and the approval of the General Manager. Eligibility for subsequent step advancement shall occur thereafter upon the completion of twelve (12) continuous calendar months of employment until the employee reaches the top step for their classification. The advancement to the next salary step is not automatic but is based on performance. Advancement may only be granted to eligible employees upon the recommendation of their supervisor and the General Manager. The period between salary step increases may be modified in conjunction with performance appraisal recommendations when approved by the supervisor and the General Manager or in conjunction with disciplinary action taken against an employee. Employees may also be reduced to a lower salary step as part of disciplinary action taken against them.

**4.3.4 SERVICE AWARD SALARY INCREASES – FULL-TIME EMPLOYEES**

Upon the successful conclusion of the introductory period, full-time employees are eligible for a five percent (5%) service award salary increase, which is automatically applied upon the employee reaching fifteen (15) years of continual service, and again at twenty (20) and twenty-five (25) years, respectively.

**4.3.5 RATES OF PAY**

Each employee is paid a rate of pay within the salary range for the classification in which employed.

**4.3.6 ENTRANCE SALARY**

An employee is appointed at the minimum rate for the classification except when the General Manager believes it is necessary to recommend an appointment above the minimum rate. In evaluating whether to make an exception to appointment at the minimum entrance rate, consideration will be given to unusually high qualifications, salary history, outstanding experience, availability of other qualified candidates and the resulting salary relationships with similar positions.

**4.3.7 MOVEMENT TO A HIGHER CLASSIFICATION**

When an employee is promoted or reassigned to a classification having a higher salary range, they shall be paid at the entrance step of the assigned range. If the entrance step is lower than the employee's current salary, upon recommendation of the General Manager, the employee may be paid at an intermediate rate within the range that will result in a pay increase.

**4.3.8 MOVEMENT TO A LOWER CLASSIFICATION**

Except for demotions for disciplinary purposes, when an employee is demoted or reassigned to a classification having a lower salary range, the employee shall be placed in the step of the lower salary range nearest to but not higher than the employee's current rate of pay. Employees demoted, reassigned or reclassified to a lower position shall have no change made in their anniversary date.

**4.3.9 TRANSFER**

When an employee is transferred from one position to another or from one classification to another classification having the same salary range, their pay and anniversary date shall remain unchanged.

**4.3.10 PART-TIME AND TEMPORARY EMPLOYEES**

Employees working on less than a full-time basis or as temporary employees generally shall be paid on an hourly basis unless otherwise provided for in the compensation plan. Part-time and temporary employees shall not receive benefits unless required by operation of law, authorized by the Board of Directors or otherwise provided under the provisions of this Handbook.

**4.4 SALARY RANGE / COST OF LIVING ADJUSTMENTS**

The Board of Directors shall consider cost-of-living pay adjustments from time to time. The award of any pay adjustment is at the discretion of the Board, taking into account such pertinent factors as the District's financial status and the rise in the Consumer Price Index, All Urban Consumers, Los



Angeles-Long Beach-Anaheim (March to March). Temporary and part-time employees are not eligible for such increases.

Salary range adjustments are to be distinguished from other salary increases, as they are not intended to give recognition to length and quality of service. The salary rate of an employee whose salary range is adjusted will be adjusted to the same relative position in the revised salary range.

#### **4.5 PARTIAL PAY**

Salaries for employees working less than a complete schedule in a part time shall be computed by multiplying the number of hours actually worked during the pay period by their hourly pay rate.

#### **4.6 OVERTIME**

##### **4.6.1 AUTHORIZATION**

All overtime must be authorized by the employee's supervisor, except overtime worked while on stand-by or emergency duty. All overtime must be recorded on the employee's timecard. Working overtime without authorization or not accurately recording overtime worked on the employee's timecard may subject the employee to disciplinary action.

##### **4.6.2 OVERTIME COMPENSATION**

Overtime is calculated in 6-minute increments. Compensation for overtime is paid at the rate of one and one-half (1½) hours for each hour of time worked. Only with a supervisor's prior approval, the employee may elect compensatory time off, in lieu of overtime compensation, at the rate of one and one-half (1½) hours of compensatory time off for each hour of overtime worked, up to a maximum accrual of 18 hours of compensatory time. All requests for compensatory time off in lieu of overtime must be made by the employee, in writing, before the performance of the work.

##### **4.6.3 USE OF COMPENSATORY TIME OFF**

Compensatory time off can be taken only with the supervisor's approval and must be used within three (3) months of being earned. Compensatory time off not used within three (3) months of being earned shall be paid out to the employee at their current rate of pay. Compensatory time off shall be used before vacation time is used.

##### **4.6.4 COMPENSATION FOR OVERTIME AT TERMINATION**

Any employee who terminates employment shall be paid at their then current salary rate for all accrued overtime and compensatory time.

#### **4.7 HEALTH INSURANCE BENEFITS**

The District provides eligible probationary and regular full-time and part-time employees health insurance benefits in accordance with the terms of the Public Employees' Retirement System (PERS) for health benefits. Each employee can choose from a selection of insurance carriers that have contracted with PERS for health benefits. Additional information is available in the District office. Health insurance benefits commence the first month following the eligible employee's date of hire. The District reserves the right to modify or eliminate any of its health insurance benefits at any time.

The District will contribute a monthly amount of the health insurance benefits premium for the employee and dependents, in accordance with the amount specified in Appendix A.

#### 4.7.1 DENTAL INSURANCE

The District provides Dental/insurance coverage for probationary and regular full-time employees and dental insurance coverage for their dependents at no charge to the employee. Dental insurance coverage commences the first of the month following the eligible employee's date of hire. The District reserves the right to modify or eliminate any of its Dental insurance benefits at any time. Insurance forms and information are available in the District office.

#### 4.7.2 LIFE INSURANCE

The District provides life insurance coverage for probationary and regular full-time employees in the amount of One Hundred Thousand Dollars (\$100,000). Life insurance coverage commences the first of the month following the eligible employee's date of hire. The District reserves the right to modify or eliminate any of its Life insurance benefits at any time. Insurance forms and information are available in the District office.

#### 4.7.3 LONG TERM DISABILITY INSURANCE

The District provides Long Term Disability insurance coverage for regular full-time employees at no charge to the employee. Long Term Disability insurance coverage commences the first month following the completion of the probationary period by the employee. The District reserves the right to modify or eliminate Long Term Disability insurance benefits at any time.

### 4.8 RETIREMENT BENEFITS

The District participates in the California Public Employees' Retirement System (CalPERS or PERS) for retirement benefits. All regular, full time District employees are enrolled in CalPERS upon their hire date.

Contributions to PERS are made by both the employee (through payroll deduction) and by the District. The District's contract with PERS allows for benefits calculated at 2% @ 55 for Vested Employees and 2% @ 62 for New Employees defined below. These terms may be modified by CalPERS at CalPERS discretion, at any time.

#### 4.8.1 RETIREMENT: NEW EMPLOYEES

Under California law, retirement contributions are calculated differently for employees who begin work with the District on or after January 1, 2013, have no prior membership in any other California public retirement system or are not entitled to reciprocity with any other California public retirement system, or have been employed by a different CalPERS employer prior to January 1, 2013, with a break in service of more than six months.

New Employees are required by law to pay at least 50% of the retirement contribution. The District contributes the remaining 50%.

For New Employees, "pensionable compensation" does not include bonuses, overtime, pay for additional services outside normal working hours, cash payouts for unused leave or severance pay.

#### 4.8.2 RETIREMENT: VESTED EMPLOYEES

For the first five (5) years of employment, the employee contributes 3½% of their salary to CalPERS, with the District paying the balance of the employee contribution. At the completion of five (5) years of service with the District, the District will pay the full 7% percent of the employee contribution to CalPERS.

For the purpose of CalPERS retirement benefits and contributions, a Vested Employee is an employee who began work with the District before January 1, 2013.

The District will select a contribution amount for Vested Employees with more than five years of service on an annual basis, in accordance with the amount specified in Appendix A.

For Vested Employees, “pensionable compensation” may, depending on the policies and procedures adopted by CalPERS, include bonuses, overtime, pay for additional services outside normal working hours, cash payouts for unused leave and severance pay.

District policy for retirement benefits is intended to be in line with the policies and procedures of CalPERS; where a conflict arises, CalPERS guidelines will control.

#### 4.8.3 DEFERRED COMPENSATION PLAN

The District participates in a Deferred Compensation Plan which permits employees to enter into agreements with the District which will provide for deferral of payment of a portion of current compensation until death, disability, retirement, termination of employment or other emergency as provided in the formal written plan. Participation in this plan is optional with the employee.

All Regular Employees as defined in Section 2.9.2 of the District’s Personnel Policy Employee Handbook are eligible for matching contributions from the District. The District will match \$.50 on every dollar an employee contributes up to 6% of their compensation.

An employee can contribute above the 6% of their compensation, subject to the annual 457(b) limits provided by the IRS. However, the District will match the employee only on the first 6% of their compensation. The District match will count towards the annual 457(b) limits provided by the IRS.

### 4.9 SAFETY PROGRAM

The District is committed to providing and maintaining a healthy and safe work environment for all employees. A safety program’s success is dependent on the cooperation of each and every employee. Employees are expected to assist in eliminating hazards and unsafe conditions, and to follow safe and healthy work practices at all times.

The District is also committed to encouraging and recognizing the efforts of District employees to practice safety awareness. As such, beginning July 1, 2003 and each fiscal year thereafter, all District probationary and regular full-time employees (including the General Manager) are each eligible to receive an additional nine (9) hours of compensatory time off when an entire fiscal year has concluded and no injury which causes any eligible employee to be off work for a full work day has occurred. The fiscal year is July 1 through and including June 30<sup>th</sup> of the following calendar year.

The use of this compensatory time off is subject to the provisions of Sections 4.6.4 and 4.6.5 of this Handbook, except that an employee's accrued compensation time balance may exceed 40 hours as a result of receiving these nine (9) additional hours of compensatory time off.

Nothing in this policy is designed to dissuade injury reporting and District is committed to protecting an employee's right to report injury.

## **SECTION 5. RECRUITMENT AND SELECTION**

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### **5.1 PURPOSE**

The purpose of the recruitment and selection process is to ensure that all position vacancies are filled with qualified and competent persons who are well suited to perform in the position for which they are employed. In that regard, all vacancies will be filled as provided in this Handbook.

### **5.2 EQUAL OPPORTUNITY IN RECRUITMENT AND SELECTION**

#### **5.2.1 GENERAL POLICY**

It is a policy of the District to provide equal employment opportunity to all persons. All District recruitment, hiring, training, promoting and transferring shall be done without regard to race, color, religion, sex, reproductive health care decisions, sexual orientation, gender, gender identity, gender expression, transgender status, genetic information, national origin, ancestry, age, marital or registered domestic partner status, military or veteran status, political affiliation, physical or mental disability, medical condition, or status as a victim of domestic violence or sexual assault or stalking, except as otherwise allowed by law. The District also makes reasonable accommodations for employees, where required by law. All recruitment and selection policies, procedures and practices shall be administered according to this policy.

### **5.3 SELECTION PROCEDURES**

The methods used in the selection of District employees shall be impartial and of a relevant nature so as to fairly measure the relative capacity of job applicants to execute the duties and responsibilities of the position to which they seek to be appointed. Appointments shall be made with the objective of obtaining for the District the best qualified person or persons available as recommended by the General Manager to the Board of Directors.

### **5.4 APPLICATIONS AND APPLICANTS**

#### **5.4.1 ANNOUNCEMENTS**

Announcements shall specify the title and pay scale of the classification; the nature of the work to be performed; preparation desirable for the performance of the work of the classification; the manner of making application; the deadline for filing a job application; and other pertinent information. Job announcements are posted on various job search engines and on the District website at <https://goletawest.org/>.

#### **5.4.2 APPLICATION FORMS**

Application shall be made as prescribed. If prescribed by the General Manager, application forms shall require information covering training, experience and other pertinent information.

#### **5.4.3 DISQUALIFICATION**

The General Manager may reject any application that indicates on its face that the applicant

does not possess the qualifications required for the position. At the discretion of the General Manager, incomplete applications may be returned to the applicant with a request to amend the same, providing the time limit for receiving applications has not expired.

## **5.5 MEDICAL EXAMINATIONS**

All successful applicants will be required to pass a job-related medical examination, including drug and alcohol testing, the results of which will be treated as a confidential medical record and will be used only to evaluate the applicant's physical or mental ability to perform job-related functions. The offer of employment will be conditioned on a satisfactory completion of the medical/drug/alcohol testing. The Board of Directors will only be informed of the determination of fitness to perform the particular job, and whether the drug and alcohol test was positive or negative.

### **5.5.1 COST OF MEDICAL EXAMINATION**

The District will pay the cost of any medical examination required as a condition of employment or promotion.

## **5.6 AUTHORIZATION TO WORK**

All offers of employment are contingent on verification of an employee's right to work in the United States. Within the first three (3) days of employment the employee will be asked to provide original documents verifying the employee's right to work and to sign a verification form required by federal law. If the employee at any time cannot verify their right to work in the United States, the Board of Directors may be obliged to terminate the employee's employment.

## **5.7 METHODS OF FILLING VACANCIES**

### **5.7.1 TYPES OF APPOINTMENTS**

All vacancies shall be filled by transfer, promotion, demotion, rehire, reinstatement or from an open recruitment process as determined by the General Manager.

### **5.7.2 EMPLOYMENT OF RELATIVES**

Relatives of present employees may be hired by the District only if (1) the individuals concerned will not work in a direct supervisory relationship, and (2) the employment will not pose any conflict of interest in supervision, security, safety or the effective operation of the District. Relatives of members of the Board of Directors may not apply for employment with the District. For purposes of this section, "relatives" are defined as spouses, domestic partners, natural or adopted children, siblings, parents, siblings-in-law, parents-in-law.

Present employees who marry, or who become related by marriage, or are in a romantic relationship of any kind, will be permitted to continue employment with the District only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale. If employees who marry or who become related by marriage do work in a direct supervisory relationship with one another, the Board of Directors will attempt to reassign one of the employees to another position for which the employee is qualified, if a such a position is available. If no such position is available, then one of the employees will be required to leave the District. The decisions as

to which employee will leave will be left to the involved employees. If the involved employees refuse to decide which of them will leave the District, the Board of Directors may determine which employee will leave based upon the needs of the District, taking into consideration job performance, seniority, training requirements and other pertinent factors.

#### 5.7.3 APPOINTMENT

The General Manager may make recommendations to the Board of Directors regarding appointment of appropriate candidates to vacant positions. Before the date of appointment, the person to whom an offer of employment has been made shall undergo any required medical examination and any other required pre-appointment processing. If the applicant accepts the appointment and presents themselves for duty within such period of time as the General Manager shall prescribe, they shall be deemed to be appointed; otherwise, they shall be deemed to have declined the appointment.

### 5.8 INTRODUCTORY PERIOD

#### 5.8.1 OBJECTIVE OF INTRODUCTORY PERIOD

The introductory period shall be utilized for observing the employee's work and for securing the most effective adjustment of a new employee to their position.

#### 5.8.2 REGULAR EMPLOYMENT FOLLOWING INTRODUCTORY PERIOD

There is a six (6) month introductory period for each new employee or former employee who is rehired. Prior to the end of an employee's introductory period, there may be one or more job performance reviews for the purpose of reviewing initial performance. Successful completion of an introductory period does not alter the at will nature of employment.

An employee promoted to a classification within the District will serve a six (6) month introductory period in the classification to which they were promoted. If the promoted employee fails to pass the introductory period, at the sole discretion of the General Manager the employee may be recommended as a candidate for any vacant position in the classification from which the employee was promoted.

### 5.9 WRITTEN PERFORMANCE EVALUATION

The District's performance evaluation process provides for an annual written appraisal of an employee's performance by the employee's supervisor and the General Manager. The annual written evaluation shall be presented to and reviewed with the employee by their supervisor. The supervisor should schedule the meeting with the employee to allow time for a private discussion. At the meeting, the employee should be encouraged to contribute a self-evaluation. The employee shall acknowledge receipt of the written evaluation on a copy of the evaluation, which shall be placed in the employee's personnel file. A copy of the written evaluation will be given to the employee. An employee's supervisor at the discretion of the General Manager may conduct more frequent evaluations of an employee's work performance.

## **SECTION 6. EMPLOYEE TRAINING**

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### **6.1 GENERAL POLICY**

It is the policy of the District to encourage and promote training and educational opportunities for all District employees to enhance the services rendered to the District.

### **6.2 TIME OF TRAINING PERIODS**

Training periods may be conducted either during or after normal working hours. Training sessions conducted during normal working hours shall be arranged so as to minimize interference with scheduled work.

### **6.3 TYPES OF TRAINING**

For the purpose of administration, the following categories of training are recognized:

#### **6.3.1 IN-SERVICE TRAINING**

Any formal employee training or development program that is sponsored by the District. Such programs are designed and conducted to meet job-related needs of District employees.

#### **6.3.2 OUT-SERVICE TRAINING**

Any formal employee training or development program that is sponsored and conducted by any agency or organization other than the District. Assignment to such a program is for the purpose of meeting the needs of the District, for continuing employee training development, and for upgrading of employee skills. Conferences and seminars that are conducted primarily for training and educational development purposes are considered out-service training.

#### **6.3.3 REQUIRED OUT-SERVICE TRAINING**

Required out-service training is directly related to improving the employee's performance of present duties and is required by the District.

#### **6.3.4 CAREER-RELATED OUT-SERVICE TRAINING**

Elective, career-related out-service training is training instituted at the employee's discretion and is related to improving the employee's performance of present or future assignments in the District. Career-related out-service training is not required but is encouraged by the District.

### **6.4 PAYMENT OF TRAINING EXPENSES**

#### **6.4.1 APPROVAL OF GENERAL MANAGER REQUIRED**

In order to be eligible for payment or reimbursement of expenses related to out-service training, employees must obtain the prior, written approval of the General Manager for such training on a form provided by the District.



6.4.2 REQUIRED OUT-SERVICE TRAINING

When assigned to required out-service training, employees receive their regular salary and are reimbursed for tuition and, if necessary, the reasonable costs for travel, meals and lodging. Employees are not expected to earn overtime during out-service training and will be paid only for time spent in training and for travel to and from the training location.

6.4.3 CAREER-RELATED OUT-SERVICE TRAINING

When an employee desires to participate in career-oriented out-service training, the General Manager may, in their sole discretion, within budgetary limits, and in accordance with departmental policies, authorize the payment of regular salary and reimbursement of up to 100 percent of the reasonable costs for tuition, travel, meals and lodging.

6.4.4 INCOMPLETE TRAINING ASSIGNMENT

At the discretion of the General Manager, an employee who fails to satisfactorily complete an elective out-service training or educational assignment may not be eligible for reimbursement of tuition and other necessary expenses and may be required to repay to the District any advanced payment received.

6.4.5 UNIFORM AND PROTECTIVE CLOTHING REIMBURSEMENT

Field personnel shall be entitled to reimbursement for the cost of steel-toe safety boots to a maximum amount of \$300 every twelve (12) months. The cost of uniforms and/or protective clothing and equipment that employees are required to wear during training and employment shall be borne by the District.

## **SECTION 7. WORK HOURS, HOLIDAYS, LEAVES AND WORKERS COMPENSATION**

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### **7.1 LENGTH OF SERVICE AS IT RELATES TO VACATION/SICK LEAVE**

#### **7.1.1 GENERAL**

For the purpose of computing entitlement to vacation, holiday, and sick leave, an employee's length of service is computed from their date of hire.

#### **7.1.2 REHIRED EMPLOYEES**

Employees rehired for a position with the District more than twelve (12) months after the date of separation shall have their entitlement to vacation and sick leave determined based on length of service beginning from the employee's date of rehire. For those employees rehired by the District within twelve (12) months from the date of separation, vacation and sick leave entitlement shall be determined by length of service beginning from the employee's original date of hire, adjusted by the period for which the employee was separated from District service.

### **7.2 VACATION LEAVE**

#### **7.2.1 VACATION ACCUMULATION**

Regular Full-time, who have successfully completed their introductory period, earn vacation with pay in accordance with the schedule set forth in this section 7.2.1. At the completion of six (6) months of full-time employment, ten (10) days of vacation time are credited to the eligible employee's vacation accrual.

The maximum amount of unused vacation time which an employee may have accrued as of December 31 of each year is equal to two and one-half times (2½) their annual vacation accrual rate. An employee who has in excess of their maximum vacation time accrued as of December 31 of any given year shall receive compensation at their current salary rate for all unused accrued vacation in excess of the maximum accrual amount. Such payment shall be made to the employee by January 31.

Depending on an eligible employee's length of service with the District, following the initial ten (10) hours of vacation time earned following successful completion of their introductory period, vacation time is accrued as follows:

<u>LENGTH OF SERVICE IN MONTHS</u>	<u>Hours Accrued Bi-weekly</u>
0 – 60	3.077
61 – 120	4.616
121 – and over	6.154

#### **7.2.2 SCHEDULING OF VACATIONS**

Vacation time earned may be taken after it is accrued, subject to the advance written approval of the employee's supervisor and the General Manager. Insofar as possible, vacations will be scheduled on a voluntary basis with consideration given to seniority, the choice of the

employee, and the convenience of the District. Employees may not use vacation time earned until the completion of their introductory period without prior approval from the General Manager.

#### 7.2.3 LEAVE OF ABSENCE

Employees continue to accrue vacation during any authorized and compensated leave. Employees do not accrue vacation during any leave without pay.

#### 7.2.4 ILLNESS DURING VACATION

If an employee becomes ill while on vacation, the time will be charged to the accumulated sick leave of the employee, provided that they can satisfactorily demonstrate, in writing, that they were under the direct care of a medical doctor, such as being in a hospital.

#### 7.2.5 ACCOUNTING FOR VACATION TIME USED

Each employee shall have any vacation time used deducted from their accrued vacation balance. Vacation time must be used if an employee is absent from work and is not on any other formal leave, such as sick leave. Employees may not take unpaid leave while retaining accrued vacation balances without written approval of the General Manager.

#### 7.2.6 HOLIDAY DURING VACATION

If a District holiday occurs while an employee is on vacation, such holiday time is not deducted from the employee's accrued vacation balance, in accordance with section 7.4.2.

#### 7.2.7 SEPARATION VACATION PAY

Upon separation from service with the District, employees shall receive compensation at their current salary rate for all unused accrued vacation up to and including the date of separation.

### 7.3 SICK LEAVE

#### 7.3.1 SICK LEAVE ACCUMULATION

Sick leave is accrued at a rate of 3.69 hours bi-weekly (every other week). Sick leave begins to accrue immediately but cannot be taken until the first full month of employment has concluded. Sick leave is not accrued during any pay period when the employee is not in a paid status for the full pay period. The maximum amount of unused sick leave time which an employee may have accrued as of December 31 of each year is equal to 1040 hours (6 months). An employee who has in excess of their maximum sick leave accrued as of December 31 of any given year shall receive compensation at their current salary rate for all unused sick leave in excess of the maximum accrual amount. Such payment shall be made to the employee by January 31.

#### 7.3.2. LEAVE OF ABSENCE

Employees continue to accrue sick leave during any authorized and compensated leave. Employees do not accrue Vacation Time or Sick Leave during any leave without pay or while on unpaid disability leave.

#### 7.3.3 ACCOUNTING FOR SICK LEAVE USED

Employees shall have any sick leave used deducted from their accrued sick leave balance.

#### 7.3.4 HOLIDAY DURING SICK LEAVE

In the event that a paid holiday occurs during a period when the employee is on approved sick leave, the holiday is not charged against the employee's accrued sick leave balance so long as the employee works or is on an approved paid leave of absence the day before and after the holiday.

#### 7.3.5 USE OF SICK LEAVE

Sick leave may be taken for personal illness, personal emergencies, disability, medical or dental appointments, or for illness, emergency or disability in an employee's immediate family. For purposes of this provision, "immediate family" means the employee's spouse, domestic partner, child, sibling, parent, grandparent, and designated person. A designated person, for the purposes of this section, includes any individual identified by the employee at the time the employee requests paid sick days. Employees may designate one (1) designated person per 12-month period. An employee who is eligible for temporary disability payments under the workers compensation law for a service-related illness or injury may elect to utilize their accrued sick leave balance which, together with the disability payment, may equal their regular salary.

#### 7.3.6 EXCLUSIONS

No employee is entitled to use sick leave while absent from duty on account of sickness or injury sustained while on leave of absence without pay.

#### 7.3.7 PROOF REQUIRED

Sick leave with pay will be authorized only for sick leave use consistent with the provisions of this Handbook. The Board of Directors retains the right to request verification from a licensed medical practitioner for all absences due to illness or disability and/or for the ability of an employee to return to work following the use of sick leave. The Board of Directors will not inquire as to the nature, severity, or treatment of the illness or disability when requesting verification. The Board of Directors may elect to obtain a second medical opinion, or to select a licensed medical practitioner to conduct a fitness for duty to examination, in which case District may bear the cost of the examination if it is not otherwise covered by the employee's health insurance or worker's compensation coverage.

#### 7.3.8 EXHAUSTION OF SICK LEAVE

In the event an employee uses all of their accrued sick leave, upon approval by the General Manager the employee may utilize other accrued paid leave time for each day or portion thereof they are absent due to reasons which would otherwise be covered by sick leave. This deduction will continue until the employee either returns to work or uses all of their accrued paid leave time. Pursuant to the provisions of this Handbook, the General Manager, in their discretion, authorize an employee to take a leave of absence without pay if the employee does not have any accrued paid leave time or sick leave remaining.

#### 7.3.9 SEPARATION/SICK LEAVE PAY

Upon separation from service with the District, employees may be entitled to partial payment for unused accrued sick leave as specified below:

Should an employee retire under the District's retirement program or leave the District for any other reason, having completed fifteen (15) or more years of service, the employee will receive full payment, at the employee's current rate of pay, at time of separation for any unused portion of sick leave.

If the employee leaves the District for any reason with more than one (1) year of continuous service, but less than fifteen (15) complete years of service, the employee will receive one half (½) pay for any unused portion of sick leave.

Employees who leave the District with one (1) year or less of continuous service receive no payment for any unused portion of sick leave allowance.

Employees who are discharged from employment with the District for cause will not be entitled to any payment for their unused portion of sick leave allowance, regardless of how many years of continuous service they have completed with the District.

#### 7.3.10 PART-TIME EMPLOYEES

Regular and Introductory part-time employees will accrue sick leave on a pro-rata basis. Part-time employees will accrue and receive a minimum of 24 hours of accrued sick time by the 120<sup>th</sup> calendar day of employment, and 40 hours by the 200<sup>th</sup> calendar day of employment.

### 7.4 HOLIDAYS

#### 7.4.1 HOLIDAYS

Holidays to be observed by the District are set forth in the compensation plan, a copy of which is included in Appendix A.

#### 7.4.2 HOLIDAY PAY

Employees will receive pay on the holiday days observed by the District only if the employee is at work, or an approved sick leave or vacation leave, both the workday before and the workday after the holiday. Temporary employees are ineligible for holiday benefits. All employees are ineligible for holiday benefits that occur while on an unpaid leave of absence or disability leave.

#### 7.4.3 HOLIDAYS ON SATURDAYS AND SUNDAYS

Unless otherwise designated in advance by the General Manager, observed holidays which fall on a Saturday shall be observed on the preceding Friday, and holidays which fall on a Sunday shall be observed on the following Monday, including for purpose of Section 7.4.4.

#### 7.4.4 WORK ON HOLIDAY

Employees who work on a holiday observed by the District shall be provided additional

straight time pay in lieu of time off for all hours worked.

## **7.5 FAMILY CARE AND MEDICAL LEAVE /MEDICAL DISABILITY LEAVE**

### **7.5.1 CALIFORNIA FAMILY AND MEDICAL LEAVE (NON-PREGNANCY)**

Consistent with California's Moore-Brown-Roberti Family Rights Act (CFRA,) the District provides employees twelve (12) weeks of unpaid, job-protected leave to bond with a new child (by birth, adoption, or foster placement), to care for a family member with a serious health condition, or because the employee has a serious health condition. Family members under this policy include a: spouse or registered domestic partner; parent; child, including an adult child and the child of a registered domestic partner; grandparent; grandchild; sibling; and designated person. For the purposes of this policy, designated person is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees may designate one (1) designated person per 12-month period.

CFRA leave is not for pregnancy-related conditions, which are covered by Pregnancy Disability Leave, set forth in Section 7.5.2. Employees are entitled to take CFRA leave in addition to any leave entitlement related to pregnancy. CFRA leave taken to bond with a new child must be completed within one year of the birth, adoption, or foster placement.

### **7.5.2 PREGNANCY DISABILITY LEAVE**

Under the California Fair Employment and Housing Act (FEHA), enforced by the California Civil Rights Department (CRD), employees who are disabled due to pregnancy, childbirth or related medical conditions are eligible to transfer to a less strenuous or hazardous position, or to less strenuous or hazardous duties, if such a position is available, a transfer can be reasonably accommodated, and transfer is medically advisable.

If you qualify for pregnancy disability leave (PDL), you may take an unpaid leave due to disabilities associated with pregnancy, childbirth or related medical conditions, depending on the actual duration of the certified disability. All pregnancy disability absences associated with a particular pregnancy (e.g., time off for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, etc.) will be considered part of the same PDL. If you qualify, you may take PDL for the period of disability, as stated by your doctor, up to a maximum of 4 months.

Pregnancy-related disability leave may be taken intermittently, or on a reduced-hours schedule, as needed.

### **7.5.3 REINSTATEMENT RIGHTS**

Although the District is unable to guarantee reinstatement in all cases, an employee who returns to work at the end of their CFRA or PDL will be returned to their former position, if available, or will be offered the first available opening in a comparable position for which they are qualified. Such an employee will be credited with all service prior to the commencement of their disability, but not for the period of their disability.

If conditions require a reduction in force, employees on an approved CFRA or PDL will be considered for layoff and treated as active employees for purposes of the selection process.

Failure to return from a leave of absence (including CFRA or PDL) or failure to return or contact your supervisor within three (3) days of a scheduled return date will be considered a voluntary resignation.

#### 7.5.4 PROCEDURES FOR UTILIZING MEDICAL LEAVE

An employee who requires CFRA or PDL, must notify the General Manager in writing as soon as the employee learns that they are, or will become, temporarily disabled and thus unable to work. Such notice should be provided at least thirty (30) days prior to the start of the leave if the need for the leave is foreseeable. This written notice should specify the reason for the leave, the commencement date of the leave and the expected duration of the leave, and attach a signed physician's statement confirming the existence of the disability and the expected period of time the employee will be unable to work due to the disability. In the case of PDL, an employee is not required to provide notice of any intended leave until the employee can ascertain with reasonable certainty the expected date that the leave will commence.

When an unplanned medical situation or emergency occurs that does not allow the employee to provide advance notification of the need for a medical leave, the employee must notify the General Manager within three (3) working days of an absence. If an employee is absent more than three (3) working days without notifying the General Manager, the employee will be considered to have voluntarily resigned.

Leave under CFRA or PDL will end when (a) the employee receives medical verification that they are able to return to work, (b) a signed medical opinion is rendered that the disability is permanent, or (c) the employee fails to return to work on the next regularly scheduled workday after the last day of the approved leave, or (d) the maximum period for the leave has been reached.

An employee who is granted leave under CFRA shall first utilize any accrued sick leave benefits, unless receiving state disability insurance (SDI) through the Employment Development Department (EDD). An employee who is granted PDL shall first utilize any accrued vacation, unless receiving paid family leave (PFL) from the EDD. Employees granted PDL are not required to utilize accrued sick leave benefits; however, they may elect to. An employee who is granted MDL shall first utilize any accrued sick leave benefits, followed by any accrued vacation benefits. While on leave under CFRA or PDL, any portion of the leave that occurs after sick leave and/or vacation benefits have been exhausted shall be without pay.

The time periods for CFRA and PDL shall be counted backward from the first day of the requested leave. For purposes of this calculation, all paid and unpaid portions of leave shall be added together.

The District will continue to provide any health, dental and vision insurance benefits ordinarily provided by the District, for which the employee is otherwise eligible, for the duration of the leave under CFRA or PDL, except that the employee will be required to continue to pay any existing employee contribution amount in order to maintain this insurance during the leave period. If the employee does not return to work at the end of the leave for reasons other than inability to do so due to the condition for which the leave is taken, the Board of Directors may require the employee to reimburse the District for the cost of any such benefits provided. Neither sick leave nor vacation will accrue during any unpaid period of

CFRA or PDL. Employees on unpaid medical leave also do not receive holiday pay.

The duration of a leave under this Section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of their position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact the General Manager.

#### **7.5.5 OTHER DISABILITY LEAVES**

In addition to medical or pregnancy-related disability leaves described in Sections 7.5.1 through 7.5.4, employees may take a temporary disability leave of absence if necessary to reasonably accommodate an ADA-qualified disability. Any disability leave under this section shall run concurrently with any medical leave to which the employee is entitled under Section 7.5 of this Handbook. Disability leaves under this section will be unpaid. The District will continue to provide any health, dental and vision insurance benefits ordinarily provided by the District, for which the employee is otherwise eligible, for up to four (4) months of the leave period or as otherwise by law, except that the employee will be required to continue to pay any existing employee, pre-leave, contribution amount in order to maintain this insurance during the leave period. Employees may choose to use any available Vacation Time Sick Time, or Compensatory time off to receive compensation during any unpaid leave of absence, but are not required to do so.

#### **7.5.6 STATE DISABILITY INSURANCE COVERAGE**

During the period of a disability leave under Section 7.5, the employee may be covered by State Disability Insurance (SDI). Employees are required to apply with the appropriate state agency for SDI benefits, but may contact the General Manager if they have questions about SDI coverage.

### **7.6 LEAVES OF ABSENCE WITH PAY**

#### **7.6.1 BEREAVEMENT LEAVE**

Regular and introductory employees will be granted paid bereavement leave due to deaths in their immediate family, or following a reproductive loss event, for a period of up to three (3) days. Two (2) additional days of bereavement leave shall be granted, at the option of the employee, either without pay, or as a charge against any accrued sick leave, when available. The term "immediate family" for the purpose of this section includes spouse, domestic partner, child, sibling, parent, and grandparent, and similar relationships as may exist through marriage. A reproductive loss event for the purpose of this section is defined as the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

An excused absence for a family death or following reproductive loss event may not be retroactive and must be taken within three (3) months of the death of the immediate family member or the reproductive loss event. Should an employee experience more than one reproductive loss event within a 12-month period, the District is not obligated to provide bereavement leave for a reproductive loss event in excess of 20 days within a 12-month period.



Bereavement leave need not be taken on consecutive scheduled workdays. Bereavement pay is paid at the base rate of pay and is not included when calculating overtime or relief wages.

If circumstances demand that additional time off be taken, further unpaid leave may be granted at the discretion of the General Manager. Employees wishing to attend local services for other relatives and friends may be excused by their supervisor when feasible for a period up to two (2) hours without loss of pay.

Employees leaving their employment with the District will not be paid for any unused bereavement leave.

#### 7.6.2 ORGAN/ BONE MARROW DONOR LEAVE

Employees who are organ or bone marrow donors are provided with paid leave for the purpose of donating organs or bone marrow. When donating an organ to another person, an employee may take up to 30 business days in any one-year period, and when donating bone marrow, an employee may take up to five (5) business days in any one-year period. The one-year period for both leaves is measured from the date that the employee begins their leave.

Employees who wish to take leave to donate an organ or bone marrow are required to provide as much advance notice as possible and must provide their supervisor with verification from a physician that the donation will take place and that there is a medical necessity for the donation. While this leave is paid, employees must first use up to two-weeks of accrued, unused Sick Leave for organ donation, and up to five (5) days of accrued, unused Sick Leave for bone marrow donation.

Under most circumstances, an employee returning from leave under this policy will be reinstated to the same or equivalent position; however, employees have no greater right to reinstatement than if they had been continuously employed during the leave. During a paid leave of absence for organ or bone marrow donation, the District will maintain and pay for coverage under the group health plan for the full duration of the leave, in the same manner the coverage would have been maintained if the employee had been actively working during the same period.

#### 7.6.3 JURY DUTY/ SUBPOENAED OR COURT ORDERED WITNESS

An employee must inform their supervisor immediately upon receipt of a jury or witness summons. The difference between regular compensation and any amount received for jury or witness fees will be paid to regular or introductory employees for the duration of time they are required to appear for jury duty up to a maximum of 60 calendar days in one calendar year. For purposes of payroll, an employee must obtain validation from the jury commissioner of time spent on jury duty, and endorse to the District any fees received, excluding mileage fees. An employee who is called to report for jury duty and is excused prior to the end of their workday must report to work for the remainder of the workday.

#### 7.6.4 TIME OFF TO VOTE

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two (2) days in advance of the election. Up to two (2) hours of paid time off will be paid at the beginning or end of the employee's regular shift, whichever will allow the

most free time for voting and require the least time off work.

#### 7.6.5 OTHER LEGALLY REQUIRED LEAVES OF ABSENCE

Employees will be granted a leave of absence as required by law (for example, appearance at school by a parent when requested pursuant to the Education Code or performance of emergency duty by a volunteer firefighter). For non-exempt employees, this leave will be unpaid. For exempt employees, salary during leave will be offset by any amounts received as witness fees or as military pay, and no salary will be paid for weeks in which no District work is performed. In addition to the above, a regular or introductory employee who is a member of a reserve military organization of the United States, or a member of the National Guard of California, and who attends a regular military training camp, will be given the necessary time off, pursuant to Section 19, for such training. Employees are required to provide reasonable advance notice of any need for such leave.

#### 7.6.6 LACTATION BREAKS AND ACCOMMODATIONS

The District will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. When possible, lactation breaks should be taken concurrently with other break periods already provided. Non-exempt, hourly employees need not clock out for any time taken to express breast milk, as such time will be paid.

The District will make reasonable efforts to provide the employee with the use of a room or other private location, other than a bathroom, in close proximity to the employee's work area, for them to express milk. Such space will meet the requirements of the California Labor Code and include a safe and clean location with a surface to place a breast pump and personal items, a place to sit, access to electricity, a sink with running water, and a refrigerator for storing breast milk.

Please notify your supervisor of your need to express breast milk under this policy. The District values each person's individual choice to express breast milk; however, the District reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations, in accordance with applicable law.

#### 7.6.7 BONDING LEAVE

The District provides permanent, full-time employees who are parents of a newborn child, a newly adopted child or the sponsor of a new foster/guardian care placement with paid leave to allow for a period of bonding with the child.

When the employee is the primary caregiver, they are eligible for six (6) weeks of bonding leave immediately following the birth, adoption or placement of a foster child or immediately following post-birth disability. This leave is intended to supplement, rather than replace, PDL.

A parent who is NOT the primary caregiver is eligible for two weeks of bonding leave at full pay following the birth, adoption or placement of a foster child.

Where both parents are District employees eligible under this policy, only one parent may

be designated as the primary caregiver at a given time. The maximum bonding leave benefit for both parents is six (6) weeks combined including primary and non-primary leave.

The period of bonding leave must immediately follow either the birth and disability period or the adoption/foster care placement date.

An employee is entitled to a maximum of one (1) bonding leave in a twelve-month period. "Parent" includes: (1) the biological parent; (2) adoptive parent; (3) foster care parent; (4) any employee who is legally responsible for a minor child as defined in this policy.

## **7.7 LEAVE OF ABSENCE WITHOUT PAY**

Regular employees may be granted up to three (3) months personal leave of absence without pay for compelling personal reasons not otherwise covered by the provisions of Section 7, with the written permission of the General Manager and subject to Board of Directors approval. No such leave shall be granted except upon written request of the employee. Upon expiration of an approved leave of absence without pay, the employee may be reinstated in the position held at the time the leave was granted. Failure on the part of an employee on leave of absence without pay to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be deemed an abandonment of the employee's position and therefore voluntary termination of the employment. A leave of absence without pay shall be considered an interruption in the introductory period. Time off on a leave of absence without pay by an introductory employee shall not be counted as part of the introductory period.

The District may continue to provide any health, dental and vision insurance benefits ordinarily provided by the District, for which the employee is otherwise eligible, during the period of any leave of absence granted under this Section, except that the employee will be required to continue to pay any pre-existing employee contribution amount in order to maintain this insurance during the leave period.

If the employee does not return to work at the end of the leave, the District may require the employee to reimburse the District for the cost of any such benefits provided. Neither sick leave nor vacation will accrue during a leave of absence without pay.

## **7.8 EMERGENCY CONDITIONS**

In the event of an emergency condition, the District will not take any adverse employment action against an employee for refusing to report to, or for leaving, the workplace or worksite if an employee has a reasonable belief that the workplace or worksite is unsafe. An emergency condition under this policy can be either conditions of disaster or extreme peril to the safety of persons or property caused by natural forces or a criminal act; or an order to evacuate a workplace, worksite, or an employee's home, or an employee's child's school, due to a natural disaster or a criminal act. Please note, a pandemic is not considered an emergency condition under this policy. An employee who refuses to report to work, or who leaves their worksite due to emergency conditions defined herein, must notify their immediate supervisor of the emergency condition.

Please note, in accordance with California Law, this section 7.8 does not apply to employees of the District who provide or aid in the response to emergency and urgent needs, including without limitation, sewage spills, pump repairs, maintaining public access to water, or similar situations requiring immediate response.

The District will not prevent any employee from accessing a phone or other mobile device to seek emergency assistance, assess the safety of the emergency condition, or communicate with others to confirm that the employee is safe.

## **7.9 WORKERS COMPENSATION**

### **7.9.1 GENERAL**

All employees of the District are covered by workers compensation insurance, as required by law. Any on-the-job injuries, illnesses, or conditions that could cause physical, mental, or emotional injury must be immediately reported to the employee's supervisor. Payment of workers compensation disability benefits is governed by the terms and conditions of District's operative workers compensation insurance. While off work due to an on-the-job injury of illness, all matters relating to an employee's leave rights, including compensation, benefits, insurance coverage, substitution of paid leave, notice and certification requirements, and reinstatement not otherwise addressed in this section shall be governed by state workers' compensation laws. Employees having questions about such rights should contact the General Manager or his designee.

### **7.9.2 USE OF PAID LEAVE**

While off work due to an on-the-job injury or illness, an employee shall use any portion of accrued sick leave or vacation leave as necessary so that the sum of workers compensation payments and sick leave or vacation leave pay allowance will equal straight time pay for the employee's regularly scheduled working hours. For injuries where the employee is not hospitalized, the employee shall use accrued sick leave or vacation leave in order to receive straight time pay for his regularly scheduled working hours for the first three (3) days the employee is off work.

### **7.9.3 USE OF PAID LEAVE PENDING PAYMENTS OF BENEFITS**

In order to not work an undue hardship on the employee caused by the time lag involved in the employee receiving workers compensation temporary disability benefits, the employee, at the discretion of the General Manager, may be paid their full salary to the extent of accumulated sick leave or vacation leave, and on the employee's receipt of temporary disability benefits shall endorse such payments to the District for the period of time in which the employee received sick leave or vacation leave payments, at which time the employee's sick leave or vacation leave balance will be restored to its previous level.

## **7.10 WORK HOURS**

### **7.10.1 HOURS OF WORK, OFFICE PERSONNEL**

The General Manager shall establish the work schedule for office personnel, and may vary the work hours and days of work to fit the requirements of the job. Office personnel must take two (2) paid fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon, and an unpaid period of 30 minutes for lunch. The timing of rest breaks and meal periods shall be as scheduled by the employee's supervisor.

#### 7.10.2 HOURS OF WORK, FIELD PERSONNEL

The General Manager shall establish the work schedule for field personnel, and may vary the work hours and days of work to fit the requirements of the job. Field personnel may take up to two (2) paid fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon, and an unpaid period of 30 minutes for lunch. The timing of rest breaks and meal periods shall be as scheduled by the employee's supervisor. Unless otherwise required due to an emergency, field personnel are not authorized to leave the work areas and take a clean-up shower until fifteen (15) minutes prior to the end of the regular scheduled workday.

Employees can bring questions regarding their meal period and rest break rights to the attention of their supervisor.

#### 7.10.3 REST BREAKS

All hourly employees may take one uninterrupted paid fifteen-minute rest break for each four hours of work completed or major fraction thereof. These rest breaks should be scheduled and taken as close to the middle of each four-hour work period as possible.

Rest breaks are intended to provide personal time for employees to use as rest time or to attend to personal business (coffee break, bathroom break, personal phone call, etc.).

#### 7.10.4 MEAL PERIODS

All employees may take a 30-minute, non-working, unpaid meal period for each five (5) hours worked in a workday.

You may leave District premises during your lunch period.

#### 7.10.5 RECORDING BREAKS AND MEAL PERIODS

Meal periods must be accurately recorded on each employee's time record. Rest breaks need not be recorded.

#### 7.10.6 EMERGENCY DUTY / CALLBACK COMPENSATION

In case of emergency, all employees shall be subject to callback at any time of the day or night. When responding to an emergency, employees will receive a minimum of two (2) hours pay at the overtime rate of pay.

#### 7.10.7 STAND-BY DUTY

All employees shall be subject to being assigned stand-by duty. Employees on stand-by duty shall be paid stand-by pay as provided in Appendix A. Stand-by pay is in addition to any pay for actual work time during the period of stand-by duty.

The employee assigned stand-by duty will:

- a) Be required to carry an operational pager or cell phone and must be available for emergency response;

- b) Perform the scheduled weekend and holiday checks;
- c) Respond to emergency and other work call-outs during off-duty hours; and
- d) Be allowed to take a District truck home after work on off days and on holidays to respond to scheduled work and emergency callouts.

When performing scheduled work, including weekend and holiday checks, or when responding to emergency and other work call-outs during off-duty hours, the employee assigned stand-by duty will be paid for actual hours worked, with a minimum payment of two (2) hours at the applicable rate of pay.

During each weekend or holiday, an additional employee may be assigned alternative stand-by duty and will be required to carry an operational pager or cell phone and be available for emergency response. Employees assigned alternate stand-by duty will be compensated for work performed while assigned to such duty in the same manner as employees assigned to stand-by duty.

#### 7.10.8 PAY PERIODS

Payday shall be bi-weekly on Wednesday of alternate weeks. If the payday falls on a recognized holiday, employees shall be paid on the business day following the holiday. The pay period will close at midnight on the Wednesday of the week proceeding each payday. All time, including overtime, worked after the close of the pay period shall be included on the time sheet for the next pay period.

#### 7.10.9 TIME SHEETS/CARDS

Hourly employees are required to accurately record arrival, departure, meal periods, Holiday, and Vacation and Sick Time used, using detailed time tracking software or time sheets.

Time tracking software and time sheets assure employees are paid appropriately. They indicate hours worked, and hours paid for Vacation, Sick and Holiday Time. No one may record hours worked on another employee's digital or written timecard. Falsification of timecards or tampering with another employee's timecard is cause for disciplinary action, up to and including termination.

If an employee forgets to record working hours, or makes an obvious error on their timecard, the manager/supervisor will bring the error to the attention of the employee, the error will be corrected, and the employee and manager/supervisor must approve the correction.

#### 7.10.10 PAYCHECK DISTRIBUTION AND DIRECT DEPOSIT

Paychecks are deposited directly into an employee's preferred bank account, if authorized, distributed by the supervisor, available in the office, or mailed to an employee's home. Employees who have authorized direct deposit receive a direct deposit earning statement with each paycheck.

#### 7.10.11 ERROR IN PAY

Every effort is made to avoid errors in paychecks. If an employee believes an error has been made, they must notify the manager/supervisor, immediately. The manager/supervisor will take steps to make any necessary correction. Any correction to hours causing an increase in pay owed to the employee will be paid as a separate paycheck.

#### 7.10.12 LOST OR STOLEN PAYCHECKS

Lost or stolen paychecks should be reported to your supervisor immediately. The District will issue a new paycheck after payment is stopped on the original check. However, if the paycheck is lost through no fault of the District and the District is unable to stop payment on the check, the District will not indemnify the employee for the loss, unless otherwise required by law.

#### 7.10.13 DEDUCTIONS FROM PAY

Certain deductions, required by law, will be made from each employee's wages. These include state and federal income taxes, Medicare, social security taxes (FICA), and state disability insurance (SDI) payments. Voluntary deductions will be made from an employee's paycheck, if an employee requests such deductions in writing, for health care and retirement benefits when available, or additional tax withholdings.

The PERS retirement and health benefits programs may supplement benefits under Social Security.

The District is legally obligated to comply with a garnishment or other legal orders requiring payment of a portion of an employee's compensation to someone other than the employee. The District does not discriminate against any employee whose wages are garnished.

Payroll deduction is available for those employees wishing to contribute to the United Way.

All deductions from an employee's pay will be identified on their wage statement. Employees should carefully review their wage statement each pay period. If there are any questions about any deductions or if an employee believes an improper deduction has been made, it must be immediately reported to the manager/supervisor. The District will promptly investigate all complaints concerning an employee's pay. If the District has made an improper deduction, it will reimburse the employee as soon as practicable.

## **SECTION 8. PERSONNEL RECORDS**

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### **8.1 STATUS REPORT**

Every appointment, transfer, promotion, demotion, change of salary rate and other temporary or permanent changes in the status of employees must be approved in advance by the General Manager. Adverse changes in an employee's status, including but not limited to demotion, decrease in salary or termination, are at the discretion of the General Manager and may be approved by the Personnel Committee.

### **8.2 PERSONNEL FILES**

#### **8.2.1 CONTENT OF PERSONNEL FILES**

The Personnel Officer will maintain a personnel file for each employee. This file will contain all records and documents pertinent to the employee's employment status and history. In accordance with CA law, the District will retain records of an employee's job title and wage history for the duration of their employment, and for three (3) years after the end of their employment with the District. In accordance with the Department of Transportation Record Keeping Requirements, all records of alcohol test results indicating an alcohol concentration of 0.02 or greater, records of verified positive drug test results, and documentation of refusals to take required alcohol and drug tests (including substituted or adulterated drug test results) will be retained for five (5) years.

#### **8.2.2 ACCESS TO PERSONNEL FILES**

An employee shall be entitled to review the contents of their personnel file at reasonable time intervals upon request during hours when the office is normally open. Such review should not interfere with the normal business of the District. Upon request, an employee will be provided a copy of any materials in their personnel file. Confidential information in personnel files will not be revealed to outside sources except as required by law, or with the consent of the employee and the General Manager. The Personnel Officer may reveal the following information regarding an employee, or ex-employee, in response to outside written inquiries: Employee's name, classification, title and department, salary range, and hire date and/or termination date. Personnel Files are the property of the District and may not be removed from the District's premises without written authorization from the General Manager.

### **8.3 NOTICE OF PERSONAL STATUS CHANGE**

In order to maintain accurate, current records and to properly administer various benefit programs, an employee is responsible for immediately informing their supervisor immediately of any changes of address, telephone number(s), marital status, number of dependents, person(s) to notify in case of emergency and insurance beneficiary designation (when applicable).

### **8.4 WAGE DISCLOSURE PROTECTION**

In accordance with California law, the District will not prohibit employees from:

- Disclosing their own wages;



- Discussing the wages of others; or
- Inquiring about another's wages.

The District will not require an employee to sign a waiver or other document that proposes to deny employees the right to disclose the amount of their wages, nor discharge, formally discipline, or otherwise discriminate or retaliate against an employee for disclosing the amount of their wages.

Nevertheless, employees with access to, or knowledge of, the private compensation information of other employees as a part of their role and essential job functions, may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is:

- In response to a formal complaint or charge;
- Part of an investigation, proceeding, hearing, or action, including an investigation conducted by the District or their designee; or
- Consistent with the legal duty of the District to furnish information.

Employees who believe they have been discriminated or retaliated against in violation of this policy must immediately report their concerns to their supervisor or the General Manager. Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

## **SECTION 9. PERSONNEL ACTIONS**

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### **9.1 TRANSFER**

No employee shall be transferred to a position for which they do not possess the minimum qualifications. Upon recommendation by the General Manager, the supervisor may reassign an employee at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary and benefits, involves the performance of similar duties and requires substantially the same basic qualifications. If the transfer involves a change from one department to another, both supervisors must consent thereto unless the General Manager directs the transfer for purposes of economy and efficiency.

### **9.2 PROMOTIONS**

Insofar as consistent with the best interests of the District as determined by the General Manager in consultation with the supervisor, all vacancies may be filled by promotion. If deemed in the best interests of the District by the General Manager, any vacancy may instead be filled by open hiring, as provided for in this Handbook.

### **9.3 DEMOTION**

The General Manager, with the concurrence of the supervisor and the approval of the Personnel Committee and as provided for in this Handbook, may demote an employee for disciplinary purposes or improper conduct, and place the employee at the step in the salary range of the classification for which the employee is demoted as the General Manager deems appropriate.

Upon request of the employee, and with the consent of the General Manager, an employee may be voluntarily demoted. No employee shall be demoted to a position for which they do not possess the minimum qualifications.

### **9.4 DISCHARGE**

An employee may be recommended for discharge by the General Manager for any legal reason, including, but not limited to, disciplinary purposes or improper conduct as provided for in this Handbook. Unless otherwise agreed to, in writing, employment with the District is at will. Discharge may be subject to approval by the Personnel Committee.

### **9.5 LAYOFF**

#### **9.5.1 GENERAL POLICY**

An employee may be terminated, without fault on their part, for any reason or without reason, and in the event of the abolition of their position, if a shortage of work or funds requires a reduction in personnel, or for other operational needs as determined in the sole discretion of the District's Board of Directors and the recommendation of the General Manager.

#### **9.5.2 NOTICE OF LAYOFF TO EMPLOYEES**

Regular employees shall receive notice of layoff thirty (30) days prior to the effective date, or may receive thirty (30) days' pay in lieu of notice, or any combination thereof. The notice

shall include the following information: Change in the employment relationship, reason for layoff, effective date of layoff and employee rights as provided in this Section.

#### 9.5.6 EMPLOYEE RIGHTS AND RESPONSIBILITIES

In addition to the rights and responsibilities identified above, employees shall have following rights and responsibilities:

- a) An employee who has been notified of an impending layoff shall be granted reasonable time off, without loss of pay, to participate in scheduled interviews or tests for other employment. In addition, an employee may also use accrued vacation leave time to seek and apply for other employment. Scheduling for time off under this subsection shall be arranged in advance with the General Manager.
- b) An employee who has been laid off may be allowed to continue health insurance coverage at their own expense pursuant to the rules and requirements of COBRA.
- c) An employee who is demoted or displaces an employee in a lower classification in lieu of layoff shall have their salary range determined as if they had been demoted under the provisions of this Handbook. An employee reinstated into the job classification from which they were laid off shall be assigned to the same salary range and step they held at the time of the layoff. An individual reinstated into a job classification other than the classification from which they were laid off from shall be assigned to the salary range of the new classification at the step closest to, but not higher than, the salary they earned at the time of the layoff.
- d) An employee reinstated into the classification from which they were laid off while still an introductory employee shall complete the remaining portion of their introductory period in effect at the time of the layoff.
- e) An individual who is reinstated into the job classification from which they were laid off from or into a job classification other than the classification from which they were laid off from, shall retain the vacation leave accrual rate they had at the time of layoff, and shall have to complete the required additional service in order to attain the next higher accrual rate. The employee shall also have to complete the requisite service with the District after reinstatement in order to become eligible for a salary step increase. An individual who is rehired instead of reinstated is not eligible for the provisions of this subsection.

#### 9.5.7 APPEALS

An employee aggrieved by actions taken pursuant to the procedures described in this Section may exercise the appeal procedures as hereinafter provided in Section 11, except that the decision to lay employees off and determinations by the Board of Directors relative to when and in what classifications layoffs are to occur shall not be subject to the appeal procedure.

### 9.6 RESIGNATION

An employee may resign employment with the District by submitting a written resignation to the General Manager at least two (2) weeks before the effective date. Failure to do so may result in disqualification for future employment with the District. The General Manager, in their discretion, may provide a written waiver of the notice requirement provided for in this subsection. Absence without approval for more than three (3) consecutive days, or failure to return from vacation or from an approved leave of absence, shall be considered a voluntary resignation.

## **9.7 REHIRE**

The General Manager may recommend a regular or introductory employee who has resigned with a satisfactory work record for a vacant position in the same or comparable classification that the employee formerly held with the District. The employee must be qualified for the position into which they are rehired into at the time of such rehire. Upon rehire, the employee shall be subject to the required introductory period as provided for under this Handbook. No credit for former employment with the District shall be granted in computing salary, vacation, sick leave or other benefits, except as otherwise provided in this Handbook. If an employee has previously resigned twice from regular positions, the employee may not be considered for rehire.

## **SECTION 10. EMPLOYEE CONDUCT/DISCIPLINARY ACTION**

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### **10.1 EMPLOYEE CONDUCT GENERALLY**

It is expected that all District employees shall render the best possible service and reflect credit on the District at all times, and therefore, high standards of conduct are essential.

To best serve the customers of the District, all employees are expected to act as the "Fiscal Conscience" of the District. Employees who have a reasonable, good faith belief that a District employee, contractor or other third- party is engaging in financial misconduct relating to District operations or is engaging in conduct which results in the waste of the financial resources of the District, should report this belief to the General Manager. If the employee feels uncomfortable about making a report to the General Manager, or if the General Manager is involved in the alleged misconduct, the report should be made to the District's General Counsel.

The Board of Directors will promptly investigate any such report of financial misconduct or waste of financial resources, preserving confidentiality to the fullest extent possible. Retaliation against District employees or any other person for reasonable, good faith reporting under this policy will not be tolerated.

### **10.2 CELL PHONE AND PERSONAL DEVICE USAGE**

Employees are expected to devote their full time, energy, and attention at work to their job responsibilities and duties. The use of personal cell phones and other electronic devices (including, but not limited to, radios, tablets, CD players or MP3 players) while at work represents an obvious distraction that can affect an employee's productivity and efficiency as well as workplace safety, and is prohibited during working hours.

Although cell phones and personal devices may be used while employees are taking a meal or rest period(s), a personal cell phone or electronic device may not be used where it would result in discourtesy to others and should be stored during the workday.

Personal cell phones and other personal electronic devices should never be used while operating a vehicle or any potentially dangerous equipment.

### **10.3 IMPROPER EMPLOYEE CONDUCT**

The term "improper conduct" means not only any improper action by an employee during working hours, but also conduct by an employee during off-duty hours which brings discredit to the District, or which affects the ability of the employee to perform their duties officially, or any improper use of an employee's position for personal advantage. Improper conduct may be cause for disciplinary action, and includes, but is not limited to, the following:

- a) Willful or negligent violation of the provisions of this Handbook, or other applicable written District rules, regulations and policies which do not conflict with this Handbook.
- b) Manufacturing, distributing, dispensing, possessing, ingesting or using controlled substances for any purpose, including narcotics or illegal drugs, marijuana, and/or alcohol in the workplace, or being under the influence of drugs and/or alcohol, including marijuana, while on duty as a District employee either on District

- premises, while performing District business, and/or while responding to work assignments.
- c) Insubordination, including failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized supervisor.
  - d) Failure to follow established safety regulations.
  - e) Reckless and/or unsafe conduct.
  - f) Inefficiency, unsatisfactory work quality or quantity, incompetence, carelessness, or negligence in the performance of duties.
  - g) Unlawful harassment, including sexually harassing, employees or customers.
  - h) Excessive absenteeism, tardiness, or abuse of break and lunch privileges.
  - i) Damage to or negligence in the care and handling of District property.
  - j) Mishandling of public funds.
  - k) Improper or unauthorized use of District vehicles or equipment, or misappropriation of supplies.
  - l) Claim of sick leave under false pretenses or misuse of sick leave.
  - m) Furnishing false information or engaging in general dishonesty to secure appointment or promotion.
  - n) Absence from duty without leave, failure to report after leave of absence has expired or after such leave of absence has been disapproved, revoked or canceled.
  - o) Acceptance by an employee of any bribe, gratuity, kick-back or other item of value when such is given in the hope or expectation of receiving preferential treatment.
  - p) Any action that reflects discredit on the District or is a direct hindrance to the effective performance of District functions.
  - q) Outside work which creates a conflict of interest with District work or causes discredit to the District, or other violation of conflict-of-interest rules.
  - r) Failure to obtain and maintain a current license or certificate as a condition of employment.
  - s) Falsifying or altering District records, including the application for employment and time records.
  - t) Interfering with the work performance of others.
  - u) Failure to maintain satisfactory and harmonious working relations with the public or other employees.
  - v) Disclosure or unauthorized release of confidential information from official records, as defined by law, to any unauthorized person or entity.
  - w) Conviction of a crime which relates to the qualifications, functions, or duties of the employee's position.
  - x) Physical attack, fighting, or verbal altercations toward fellow employees or the public.
  - y) Sleeping on the job or leaving the job without authorization.
  - z) Possessing a firearm or other dangerous weapon on District property or while conducting District business.
  - aa) Theft of any District property.

#### **10.4 DISCIPLINARY PROCEDURE – EMPLOYEES HIRED PRIOR TO 7/10/2018**

Disciplinary action which may be taken against an employee for reasons of improper conduct or other cause include oral or written reprimand, suspension without pay for up to thirty (30) calendar days, reduction in pay to a lower step or range, being placed on probation for a specified period of time not to exceed one (1) year, demotion or discharge. In the case of discharge, the General Manager may suspend the employee without pay immediately, pending the proper disciplinary procedures. The nature of disciplinary action to be taken against an employee is dependent upon the facts of each case,

and the District is not bound to follow any particular sequence of disciplinary action. For the avoidance of doubt, At-will Employees may be terminated or disciplined without Disciplinary action.

Except in emergency situations or when the seriousness of a matter warrants, prior to taking disciplinary action against a regular employee in the nature of demotion, discharge, suspension of five (5) days or more, or a reduction in pay totaling an equivalent of five (5) days' pay or more, the Board of Directors shall provide the regular employee with a written Notice of Proposed Disciplinary Action which shall contain the charges, factual basis for the charges, and the nature of the proposed disciplinary action. This notice shall inform the employee of their right to respond to the charges.

#### **10.5 RESPONSE TO NOTICE OF PROPOSED DISCIPLINE**

The employee shall have the right to respond to the charges set forth in the Notice of Proposed Disciplinary Action, orally or in writing, within five (5) calendar days of receipt of this Notice. Any written response shall be delivered to the office of the General Manager within the time allowed. If the employee desires to respond orally, the employee shall make an appointment with the General Manager or their designee for a response meeting within the time allowed. The employee may bring a representative of their choice to the response meeting.

#### **10.6 NOTICE OF DISCIPLINARY ACTION**

After the employee's response is received or, if no response is received, after the five (5) day period expires, the General Manager shall determine whether to proceed with the proposed disciplinary action and will notify the employee in writing. This Notice of Disciplinary Action shall be hand delivered to the employee or sent to the employee by certified mail. This Notice of Disciplinary Action shall contain the charges, the factual basis for the charges, the disciplinary action imposed, and the effective date of the action. This notice shall inform the employee of the right to appeal the action.

#### **10.7 EMPLOYEE REPRESENTATION**

Employees may have a representative present at all stages of the disciplinary process provided that the representative is not a party to the action involved.

#### **10.8 RETRIBUTION FOR APPEAL**

No employee shall be penalized in any way for availing themselves of, or participating in, the appeal process.

## **SECTION 11. PROCESSING OF GRIEVANCES AND COMPLAINTS**

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### **11.1 GRIEVANCE AND COMPLAINT DEFINED**

A grievance is an alleged violation of this Handbook, or dispute regarding the interpretation, application or enforcement of this Handbook, including disputes regarding disciplinary action, termination or employment discrimination. A grievance does not include disagreements or disputes pertaining to promotions, performance evaluations, oral or written reprimands, or termination of employment during an employee's introductory period or for at-will employees. A complaint is any dispute arising out of an employee's employment with District, which does not constitute a grievance. Temporary employees may not file grievances and complaints. The District's grievance proceedings are intended to be quasi-judicial proceedings, subject to the provisions of Civil Code§47(b) and related legal authority.

### **11.2 INFORMAL RESOLUTION**

Employees should first attempt to informally resolve any grievance or complaint by orally bringing the grievance or complaint to the attention of their immediate supervisor. If the immediate supervisor is unable or unwilling to resolve the matter within three (3) days of having it brought to their attention or, if the immediate supervisor is the subject of the dispute, the employee shall file a written grievance or complaint with the General Manager. The written grievance or complaint must set forth: (1) The grounds for the employee's grievance or complaint, including the specific policies allegedly violated; (2) A description of all facts upon which the grievance or complaint is based, including the date of the alleged violation(s) and a list of all parties who were witnesses or involved in the alleged violation(s); and, (3) The proposed resolution. The District requires that grievances or complaints be filed on the designated form. Grievance / Complaint form attached in Appendix C.

### **11.3 PROCESSING OF WRITTEN GRIEVANCE OR COMPLAINT**

The General Manager, or their designee, shall investigate the grievance or complaint, and meet with the employee and any other individuals deemed appropriate. The employee bringing the grievance shall fully cooperate in this investigation; failure to do so will result in the grievance being withdrawn. The General Manager shall issue a written response to the employee within twenty (20) days of the filing of the written grievance or complaint unless the employee and General Manager agree to extend the deadline.

### **11.4 APPEAL OF GRIEVANCE DECISION**

An employee may appeal the decision of the General Manager as to matters constituting a "grievance" to the Board of Directors of the District (Board). Any such appeal must be filed in writing within five (5) working days of the receipt of the written response of the General Manager. The written appeal shall be filed by delivering it to the Board Secretary. The appeal must state the basis upon which the employee disagrees with the decision of the General Manager. The District requires that grievance appeals be filed on the designated form (Appendix C). The Board Secretary shall refer the grievance appeal to the Board of Directors at the next board meeting following the filing date.

### **11.5 DECISION OF THE BOARD**

The Board or its designee may conduct such investigation of the grievance as it deems appropriate. If the Board, in its sole discretion, deems it advisable to hold a hearing, it shall hold such hearing



within forty-five (45) days after the appeal has been filed, except that a hearing shall be held pursuant to subsection 11.6 below as to grievances involving suspensions for more than five (5) days, disciplinary action resulting in the loss of the equivalent of five (5) days wages, demotion, termination of employment or claims of employment discrimination. The hearing date may be continued by mutual agreement of the parties. The format of the hearing shall be determined by the Board. Unless the parties agree otherwise, within twenty (20) days after the hearing, the Board shall issue a written decision to the General Manager and to the employee. The decision of the Board shall be final and non-appealable.

**11.6 PROCEDURE FOR GRIEVANCES INVOLVING SUSPENSIONS FOR MORE THAN FIVE (5) DAYS, DISCIPLINARY ACTION RESULTING IN THE LOSS OF THE EQUIVALENT OF FIVE (5) DAYS WAGES, DEMOTION, TERMINATION OR CLAIMS OF EMPLOYMENT DISCRIMINATION**

When a grievance concerns a suspension of more than five (5) days, disciplinary action resulting in the loss of the equivalent of five (5) days wages, demotion, termination of employment, or claims of employment discrimination, an evidentiary hearing before the Board shall be held within forty-five (45) days after the appeal has been filed. The hearing shall be recorded by a certified shorthand reporter or by tape recording, at District's expense. The transcription cost shall be borne by the party requesting the transcript. Unless the employee requests a private hearing, the hearing shall be public. Each party shall have the right to call and examine witnesses. While oral evidence shall be taken on oath, the hearing will be conducted informally, and the legal rules of evidence shall not apply.

Unless otherwise agreed to by the parties, within thirty (30) days after the matter is submitted, the Board shall issue written findings and conclusions, which shall be transmitted to the General Manager and the employee. The findings and conclusions of the Board shall be final and non-appealable.

To the extent applicable, as part of its written findings and conclusions, the Board shall provide notice to the employee that the time within which judicial review must be sought is governed by Code of Civil Procedure 1094.6.

**11.7 TIME LIMITATION ON INITIAL FILING OF GRIEVANCES**

No act, activity or claim which may constitute a grievance may be considered for resolution unless a written grievance is filed with the General Manager in accordance with the procedure contained herein within thirty (30) days after the event occurs which gave rise to the grievance or the date the employee could reasonably have known such event occurred.

**11.8 NON-RETALIATION**

An employee shall not be disciplined, penalized or otherwise discriminated against because of filing a good faith complaint or grievance under the procedure set forth in this section. Grievances and complaints will be maintained in a grievance/complaint file, separate from the employee's personnel file.

**11.9 REPRESENTATION**

In filing and processing a grievance under this section, an employee may be represented by a representative of their designation upon providing written notice of such designation to the General Manager.

## **SECTION 12. POLICY PROHIBITING UNLAWFUL HARASSMENT AND DISCRIMINATION**

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### **12.1 PROHIBITED CONDUCT**

The District is committed to providing a workplace free of unlawful harassment or discrimination, which includes unlawful harassment or discrimination based on gender, gender identity, gender expression, transgender status, pregnancy, childbirth, reproductive health care decisions, or related medical conditions, as well as unlawful harassment or discrimination based on such factors as race, color, religion, national origin, ancestry, age, genetic information, physical or mental disability, medical condition, marital or domestic partnership status, sexual orientation, military or veteran status, status as a victim of domestic violence or sexual assault or stalking, or any other basis protected by law. The District strongly disapproves and will not tolerate unlawful harassment or discrimination against employees by managers, supervisors or co-workers, as well as non-employees in the workplace.

Harassment includes verbal, physical, visual and online conduct, or innuendos that create an intimidating, offensive or hostile working environment or interferes with work performance or any other basis protected by law. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding an employee's sex, gender, gender identity or expression, transgender status, race, color, national origin, religion, age, genetic information, physical or mental disability, medical condition, ancestry, marital or domestic partnership status, sexual orientation, military or veteran status, status as a victim of domestic violence or sexual assault or stalking, or any other basis protected by law.

Sexually harassing conduct includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, unwelcome sexual advances, or verbal or physical conduct of a sexual nature (like name calling, suggestive comments, or lewd talk).

### **12.2 REPORTING OF DISCRIMINATION OR HARASSMENT**

Any incident of discrimination or harassment, including work-related harassment by District personnel or any other person, shall be reported promptly to the employee's supervisor, or, if that individual is involved in the harassment or discrimination, to the General Manager, or if the General Manager is involved, to the President of the Board of Directors. If an employee believes they are the victim of harassment or discrimination, the employee should report the incident at once to their immediate supervisor. If the immediate supervisor is involved in the reported conduct, or if for some reason the employee feels uncomfortable about making a report at that level, the report should be made to the General Manager.

### **12.3 INVESTIGATION AND DISPOSITION**

The District will promptly and thoroughly investigate any report of harassment or discrimination, preserving confidentiality to the fullest extent possible. In cases of reported harassment or

discrimination the Board of Directors shall initiate an internal investigation or retain an independent investigator to conduct an external investigation into the allegations. The written report of the investigation and recommended findings by the investigator, if any, shall be submitted to the Personnel Committee. The Personnel Committee shall review the investigative report and findings and determine whether charges or complaints against the employee accused of engaging in the harassment or discrimination should be referred to the Board of Directors for hearing. If charges or complaints are not referred to the Board, the Personnel Committee shall inform in writing the employee making the report and the employee accused of engaging in the harassment or discrimination that such referral is not being made and that harassment or discrimination has not been established.

#### **12.4 DECISION OF THE BOARD**

If the Personnel Committee determines that charges or complaints against the employee accused of engaging in the harassment or discrimination should be referred to the Board of Directors for hearing and decision, the Personnel Committee shall so inform the District's Employment Counsel who, in coordination with the District's General Counsel, shall prepare a written statement of the nature of the charges or complaints, the disciplinary action proposed to be taken, and the materials upon which the action is based. This written statement shall be provided to the accused employee and Board of Directors.

If the proposed disciplinary action does not include any loss of salary, the Board shall not hold a hearing, but instead the matter shall be considered by the Personnel Committee for final determination, except where the proposed disciplinary action concerns the General Manager, the Board shall consider the matter as part of the evaluation of the General Manager's performance.

If the proposed disciplinary action includes loss of salary, the Board shall hold a hearing on the matter within forty-five (45) days of receiving the written statement from the District's Employment Counsel. The format of the hearing shall be determined by the Board, and need not be an evidentiary hearing except in the case of proposed disciplinary action involving suspensions of more than five (5) days, or resulting in the loss of the equivalent of five (5) days wages, demotion or termination of employment, in which case the hearing shall be held in accordance with the provisions of Section 11.6 of this Handbook. The decision of the Board shall be final and non-appealable.

#### **12.5 HARASSMENT OR DISCRIMINATION WILL RESULT IN DISCIPLINE**

In the case of District employees, if harassment or discrimination is established, the offender will be disciplined, up to and including discharge.

#### **12.6 RETALIATION PROHIBITED**

Retaliation against District employees or any other person for the good faith reporting of possible acts or incidents of discrimination or harassment will not be tolerated. The District also will not tolerate retaliation against District employees or any other person for participating or cooperating in an investigation of possible acts or incidents of discrimination or harassment. District employees shown to have engaged in such retaliation will be disciplined, up to and including discharge.

## **SECTION 13. SUBSTANCE ABUSE**

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The purpose of this Policy is to assure worker fitness for duty and to protect our employees and the public from risks associated with the use of alcohol, marijuana, and controlled substances. This Policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry. The Federal Highway Administration (FHWA) of the Department of Transportation has enacted 49 CFR Part 382, that mandates urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result. The Department of Transportation has also enacted 49 CFR Part 40 that sets standards for the collection and testing of urine and breath specimens. In addition, the Department of Transportation has enacted 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the Department of Transportation. This Policy incorporates those requirements of public sector safety-sensitive employees and others when so noted.

Goleta West Sanitary District recognizes that the use of alcohol, marijuana, and/or controlled substances in the workplace is not conducive to safe working conditions. In order to promote a safe, healthy, and productive work environment for all employees, it is the objective of the District to have a work force that is free from the influence of alcohol, marijuana, and controlled substances. Any location at which District business is conducted is a drug and alcohol-free workplace. Violation of any aspect of this Policy shall be cause for disciplinary action, up to and including termination of employment. At the discretion of the Board of Directors, the nature of any corrective action taken may be based on whether there is a risk of injury or damage to personal and or community safety or health. A copy of this Policy shall be provided to all employees and to each new employee when they are hired, who shall sign an acknowledgment of receipt and agreement to abide by the provisions of this Policy.

### **13.1 APPLICABILITY**

This Policy applies to all safety-sensitive and non-safety-sensitive employees and contractors when they are on District property or when performing any District related business. It applies to off-site lunch periods, breaks when an employee is scheduled to return to work and when traveling in a vehicle in connection with District business. Visitors, vendors, and contracted employees are governed by this Policy while on District premises or while performing District related work off premises, and they will not be permitted to conduct business for the District if found to be in violation of this Policy.

#### **13.1.1. SAFETY-SENSITIVITY POSITIONS**

A safety-sensitive position is defined as any position requiring the use of a Class "A" or Class "B" commercial driver's license, and includes the Operations Superintendent, Utility Worker IV, Utility Worker III, Utility Worker II and Utility Worker I. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety sensitive functions. The General Manager will maintain a list of the specific employees who hold safety-sensitive positions for the purposes of this Policy.

### **13.2 PROHIBITED SUBSTANCES**

"Prohibited substances" addressed by this Policy include the following:

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### 13.2.1 DRUGS AND CONTROLLED SUBSTANCES

Marijuana, Amphetamines, Opiates, Phencyclidine (PCP), Cocaine, and/or illegal use of prescription medications. The controlled substance test thresholds for a positive test are outlined in "Definitions". While the District acknowledges that alcohol is also a drug, for the purpose of this Policy, drugs, as defined herein, and alcohol are treated separately.

### 13.2.2 ALCOHOL

The use of beverages or substances, including any medication containing alcohol, such that it is present in the body at a level in excess of that stated this Policy, while actually performing, ready to perform, or immediately available to perform any District business, is prohibited. "Alcohol" is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol. The breath alcohol concentration levels for a positive test are outlined in Section 13.10 ("Testing for Prohibited Substances").

## 13.3 PROHIBITED CONDUCT

### 13.3.1 MANUFACTURE, TRAFFICKING, POSSESSION AND USE

All employees are **absolutely prohibited** from manufacturing, distributing, dispensing, possessing, ingesting or using for any purpose, marijuana, controlled substances and/or alcohol in the workplace, or from being under the influence of drugs and/or alcohol while on duty as a District employee either on District premises, while performing District business, and/or responding to or leaving work assignments.

This also applies to off-site lunch periods, breaks when an employee is scheduled to return to work and when traveling in a vehicle in connection with District business. "Under the influence" is defined as any measurable amount of drugs or alcohol present in an employee, as defined in Section 13.10 (Testing for Prohibited Substances) and "Definitions".

### 13.3.2 IMPAIRED/NOT FIT FOR DUTY

Employees taking medications prescribed by a licensed physician which may impair their ability to safely perform their job duties are required to notify their supervisor or the General Manager, prior to beginning work, of such use of medication. In the event there is a question regarding an employee's ability to safely perform assigned duties while using such medications, clearance from a licensed physician may be required. Otherwise, an employee may be required to take a leave of absence or comply with other appropriate measures.

Any employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from job duties (without pay) and be required to undergo a reasonable suspicion-controlled substance and/or alcohol test. If the controlled substance and/or alcohol test results are negative, the employee will be compensated for regularly scheduled hours missed due to the suspension. Employees failing to pass this reasonable suspicion-controlled substance or alcohol test shall remain off duty without pay and be referred to a Substance Abuse Professional (SAP).

### 13.3.3 ALCOHOL USE

No employee may report for duty or remain on duty when their ability to perform assigned functions is adversely affected by alcohol. No employee shall use alcohol:

- 1) While on duty,
- 2) While performing job duties, or
- 3) During hours that they are on standby status,

Safety sensitive employees shall not report for duty when their breath alcohol concentration is .04 or greater, or remain on duty when their breath alcohol concentration is .02 or greater. Non-safety sensitive employees shall not report for duty when their breath alcohol concentration is .08 or greater, or remain on duty when their breath alcohol concentration is .04 or greater. Violation of this provision will subject the employee to removal from duty without pay and referral to a Substance Abuse Professional (SAP).

## 13.4 COMPLIANCE WITH TESTING REQUIREMENTS

All employees are subject to controlled substance/drug testing and breath alcohol testing as outlined in the "Controlled Substance/Alcohol Testing Circumstances" section of this Policy (Section 13.10).

Any employee who refuses to comply with a request for testing will be considered to have a positive (failed) test and will be referred to a Substance Abuse Professional (SAP) for assessment and recommended action. Any employee who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and will be terminated. Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

## 13.5 TREATMENT/REHABILITATION PROGRAM

Any employee who tests positive for a prohibited substance, or who has a controlled substance and/or alcohol problem will be afforded an opportunity for treatment in accordance with the following provisions.

### 13.5.1 POSITIVE CONTROLLED SUBSTANCE AND/OR ALCOHOL TEST

A Rehabilitation Program is required for employees who have tested positive for a prohibited substance **on a one-time basis only**. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee.

When recommended by the Substance Abuse Professional (SAP), participation and completion of the rehabilitation program is mandatory. Failure of an employee to attend and/or complete a prescribed program will result in termination from employment. Prior to returning to duty, an employee must follow the rehabilitation program recommended by the SAP, pass a controlled substance and alcohol test, and agree to and sign a Return-To-Duty Agreement which provides for random follow-up testing. The duration and frequency of follow-up testing will be determined by the SAP, but will not be shorter than one year or longer than five years. **Employee will be immediately terminated on the occurrence of a second verified positive test result.**

Participants in a rehabilitation program will be required to first use accumulated sick, vacation, and/or accrued compensatory time, and then leave without pay.

#### 13.5.2 VOLUNTARY ADMITTANCE

Any employee who engages in drug/alcohol abuse is encouraged to seek help on a voluntary basis. It is the responsibility of the employee to seek this help before alcohol or drug problems lead to disciplinary action. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. However, an employee's voluntary request for assistance or participation in a program for substance abuse, shall not relieve an employee of the obligation to follow the District's Policy regarding drug/alcohol use, possession of, or being under the influence of drugs/alcohol (either on District premises or during work time), and any employee who violates this Substance Abuse Policy shall be subject to disciplinary action up to and including termination of employment.

The District offers two options for employees seeking voluntary assistance for substance abuse problems, as follows:

#### 13.5.3. CONFIDENTIAL SELF-REFERRAL

Employees may self-refer to an employee assistance program to the extent provided under the employee's insurance program, or to a qualified substance abuse counselor of the employee's own choice, at the employee's cost.

If participation in an inpatient substance abuse program is advised, an employee must use accumulated sick, vacation, and/or accrued compensatory time to participate in said program.

With this option, the District would have no knowledge that an employee has sought such assistance. The employee choosing this option would not be eligible for reimbursement costs of a successfully completed program and would not be subject to a Return to Duty Agreement.

#### 13.5.4. FORMAL REQUEST TO DISTRICT FOR VOLUNTARY ASSISTANCE

Employees may make a formal written request to the General Manager or their designee to participate in a rehabilitation program. Request by employees for such assistance shall remain confidential.

The District will approve such request for assistance **on a one-time basis only**. Program costs will be paid by the employee. However, upon successful completion of the rehabilitation program, the District will reimburse the employee for the portion of program expenses not covered by the employee's health insurance. Participants in the rehabilitation program will be required to first use accumulated sick, vacation, and/or accrued compensatory time, and then leave without pay.

Prior to returning to duty following completion of a rehabilitation program, the employee must pass a controlled substance/drug and alcohol test. The employee must also sign a Return to Duty Agreement which provides for random follow-up testing. The duration and frequency of follow-up testing will be determined by the SAP, but will not be shorter than six (6) months. The District will pay for said follow-up controlled substance/drug and/or alcohol testing

costs. Any employee failing to complete the program will be subject to random testing for a period of up to one (1) year following return to duty. Any positive controlled substance and/or alcohol follow-up test will result in immediate termination.

**13.6. NOTIFYING THE DISTRICT OF A CRIMINAL DRUG OR ALCOHOL CHARGE, ARREST, OR CONVICTION**

As a condition of continued employment in a project financed pursuant to a federal contract or grants, all employees must abide by this Policy. Any employee arrested, charged, or convicted of violating a criminal drug or alcohol statute or regulation must inform the District of such arrest, charge, or conviction within twenty-four (24) hours of the occurrence. Any employee who is so arrested, charged, or convicted shall be subjected to disciplinary action, up to and including termination of employment. The Board of Directors, in its sole discretion, may require an employee who is convicted of any offense set forth above to satisfactorily participate in and complete a chemical dependency program as a condition of continued employment. A conviction of a criminal act is not a prerequisite for disciplinary action.

**13.7. NOTIFYING THE DISTRICT OF A CHANGE IN DRIVER'S LICENSE STATUS**

As a condition of continued employment all employees must abide by this Policy. Any employee whose driver's license has been confiscated, suspended, or revoked for any reason, whatsoever must notify the General Manager of the confiscation, suspension, or revocation within twenty-four (24) hours of the occurrence. The General Manager shall notify the District's Personnel Committee of any such report. Any employee whose license has been confiscated, suspended, or revoked may be subjected to disciplinary action, up to and including termination of employment.

**13.8. RIGHT TO SEARCH**

The District reserves the right to search, under reasonable suspicion, or for reasonable cause, without employee consent, all areas and property in which the District maintains control or joint control with the employee. Such areas include, but are not limited to, District buildings, vehicles (including personal vehicles parked on District property), equipment, lockers, desks, closets or file cabinets. Employees are expected to cooperate in the conduct of such searches.

**13.9. PROPER APPLICATION OF THE POLICY**

The District is dedicated to assuring fair and equitable application of this Substance Abuse Policy. Therefore, management and supervisory personnel are required to administer all aspects of this Policy in an unbiased and impartial manner. Any management or supervisory employee who knowingly disregards the requirements of this Policy, or who is found to deliberately misuse the Policy with respect to their subordinates shall be subject to disciplinary action, up to and including termination.

**13.10. TESTING FOR PROHIBITED SUBSTANCES**

The District reserves the right to order urine drug tests or breath alcohol tests for all employees, under any of the following circumstances, as outlined in the Procedures section of this Policy, incorporated herein: (1) Pre-employment, (2) Reasonable suspicion, (3) Post-accident, and (4) Return-to-duty.

In addition, safety-sensitive employees who perform safety-sensitive functions as defined in the Department of Transportation guidelines shall also be subject to random testing on an unannounced basis.



Testing shall be conducted in a manner to assure a high degree of accuracy and reliability, using procedures, techniques, equipment, and laboratory facilities which have been approved by the Department of Health and Human Services (DHHS/NIDA). All testing will be conducted consistent with the procedures put forth in the Department of Transportation guidelines. The District affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

For all employees, the controlled substances that will be tested for include, but are not limited to, marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirming Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substance levels present are above the minimum thresholds established in the Department of Transportation guidelines and outlined in "Definitions".

Any employee whose controlled substance test is verified positive by the Medical Review Officer will be suspended from duty and referred to a District specified outside Substance Abuse Professional, who will assess the employee's condition and make a recommendation for treatment which, if accepted by the General Manager, must be followed by the employee. Failure to follow the accepted recommendations, or refusal to submit to return to-duty and unannounced follow-up testing will result in the employee's termination. **Employees will be immediately terminated on the occurrence of a second verified positive test result.**

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT), who is not a District employee. If the initial test indicates an alcohol concentration of 0.02 or greater, a confirmation test will be performed to confirm the result of the initial test.

#### 13.10.1 FOR SAFETY-SENSITIVE EMPLOYEES:

A confirmed alcohol concentration of 0.02 but less than 0.04 will result in removal from duty (without pay) for at least twenty-four (24) hours, unless a retest results in an alcohol concentration of 0.02 or less. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of Department of Transportation guidelines and this Policy.

A confirmed positive alcohol test will subject the employee to removal from duty and referral to a District specified outside Substance Abuse Professional (SAP), who will assess the employee's condition and make a recommendation for treatment which, if accepted by the General Manager, must be followed by the employee. Failure to follow the accepted recommendations, or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination. **Employees will be immediately terminated on the occurrence of a second verified positive test result.**

#### 13.10.2 FOR NON-SAFETY-SENSITIVE EMPLOYEES:

A confirmed alcohol concentration of 0.04 but less than 0.08 will result in removal from duty (without pay) for at least twenty-four (24) hours, unless a retest results in an alcohol concentration of 0.04 or less. An alcohol concentration of 0.08 or greater will be considered a positive alcohol test and in violation of this Policy.

A confirmed positive alcohol test will subject the employee to removal from duty and

referral to a District specified outside Substance Abuse Professional (SAP), who will assess the employee's condition and make a recommendation for treatment which, if accepted by the General Manager, must be followed by the employee. Failure to follow the accepted recommendations, or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination. **Employees will be immediately terminated on the occurrence of a second verified positive test result.**

### 13.11. CONTROLLED SUBSTANCE/ALCOHOL TESTING CIRCUMSTANCES

All employees may be tested under any of the following circumstances:

#### 13.11.1 PRE-EMPLOYMENT TESTING

All offers of employment shall be contingent upon passing a drug screening test and physical exam. Receipt of a satisfactory test result is required prior to employment, and failure to pass a controlled substance test will disqualify the applicant from employment with the District. Pre-employment testing requirements will be conducted in compliance with current law.

#### 13.11.2 REASONABLE SUSPICION TESTING

All employees will be subject to urine and/or breath testing when there is reason to believe that controlled substances, drug, or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be initiated after a Supervisor has documented objective facts and circumstances, which will then be discussed with the General Manager. This process will occur only if the reported facts and circumstances are consistent with the recognized effects of substance abuse, as determined by the General Manager. In addition to the examples listed in Section 13.14, "Supervisors Guidelines" of this Policy, examples of reasonable suspicion include, but are not limited to, the following:

- a. Physical signs and symptoms consistent with prohibited substance use, including but not limited to blurred or altered speech, red or watery eyes and lack of coordination.
- b. Occurrence of a serious or potentially serious accident that may have been caused by human error.
- c. Fights (to mean physical contact) and assaults.
- d. Employee, while performing job duties, manifests mental or physical impairment, sufficient to raise doubt that normal tasks can be safely or effectively performed.
- e. Employee is observed possessing any drug, drug paraphernalia or alcohol in their work area or District vehicle, or while performing District business in their personal vehicle or off District premises.

Reasonable suspicion determinations will be made by supervisory and/or management personnel who reasonably conclude that an employee may be adversely affected or impaired in their work performance due to prohibited substance abuse or misuse.

#### 13.11.3 POST-ACCIDENT TESTING

All employees will be required to undergo post-accident drug and/or alcohol testing under the circumstances outlined in Section 13.15.

The post-accident testing circumstances include testing any employees who are on duty in the vehicle(s) whose performance could have contributed to the accident. Following an

accident, the employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol and thirty- two (32) hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and/or alcohol testing will be considered to have refused the test and will be subject to termination under the compliance requirements of this Policy.

An employee may return to work pending results of the post-accident drug and/or alcohol test, unless there is reasonable suspicion to believe that drug and/or alcohol use is adversely affecting the employee's ability to safely perform their job duties or may have contributed to the accident.

#### 13.11.4 RETURN-TO-DUTY TESTING

All employees who previously tested positive on a controlled substance, drug, or alcohol test must test negative and be evaluated and released to duty by the Substance Abuse Professional (SAP) before returning to duty. Employees will be required to undergo unannounced follow-up controlled substance, drug, and/or alcohol breath testing following return to duty. The duration and frequency will be determined by the SAP. However, for safety-sensitive employees, it shall not be less than six (6) tests during the first twelve (12) months, nor longer than five (5) years in total, following return to duty. **Employee will be immediately terminated on the occurrence of a second verified positive test result.**

#### 13.11.5 EMPLOYEE REQUESTED TESTING

Any employee, who questions the results of a required controlled substance or drug test, may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS/NIDA certified laboratory. The test must be conducted on the second, unopened, split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee, unless the second test invalidates the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the Department of Transportation guidelines. The employee's request for a retest must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of notice of the initial test result. Requests after seventy-two (72) hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

#### 13.11.6 RANDOM TESTING (FOR SAFETY-SENSITIVE EMPLOYEES ONLY)

Employees working in safety-sensitive classifications will be subjected to randomly selected, unannounced controlled substance, drug, and/or alcohol testing. The random selection will be by a scientifically valid method. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety sensitive employees will be tested either just before departure, or during duty, or just after the safety-sensitive employee has ceased performing their duty.

### 13.12. EMPLOYEE ASSISTANCE INFORMATION

To assist employees in overcoming drug/alcohol use/abuse problems, the District has established and will maintain a drug awareness program for the benefit of its employees. The District shall make information available regarding:

- The dangers of drug or alcohol use/abuse in the workplace;
- The District's Policy on drug/alcohol abuse; and
- The sanctions the District will impose for violations of this Policy.

In addition, the District will offer **confidential** help such as:

- The availability of treatment and counseling for employees seeking assistance for drug/alcohol abuse;
- Information about and/or referral to available employee assistance programs and/or rehabilitation services, including outside professional counselors and programs for diagnosis and therapy; and
- Explanation of health insurance benefits and leave of absence policy for substance abuse treatment.

Any employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in this Policy, will be assessed by a Substance Abuse Professional (SAP). An SAP is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of controlled substance and alcohol related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

#### 13.12.1 REHABILITATION PROGRAM - LEAVE OF ABSENCE

Employees who are required to participate in a substance abuse treatment program as a result of violating the District's Substance Abuse Policy pertaining to drug and/or alcohol use on the job shall be granted a one-time leave of absence to a maximum of thirty (30) days.

Employees who voluntarily seek participation in a substance abuse treatment program for reasons other than that related to the District's Substance Abuse Policy shall also be granted a one-time maximum thirty (30) day leave of absence.

Regardless of the reason specified above, the leave of absence will begin on the first day of participation in the treatment program. The employee will first be required to utilize any sick, vacation, and/or compensatory time off which has been accrued, and then leave without pay in order to participate in the prescribed rehabilitation program.

Participation in such treatment programs shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent.

### 13.12 CONTACT PERSONS

Any questions regarding this policy should be directed to the District's General Manager.

### 13.13. PROCEDURES

#### 13.13.1 REASONABLE SUSPICION DETERMINATION - PROCEDURES

If the District has a reasonable suspicion that an employee is intoxicated and/or under the influence of drugs and/or alcohol, or has used drugs or alcohol on District premises or during work time, the following guidelines are to be followed, in conjunction with involvement of the

General Manager and/or their designee. Nothing in this Section 13.13.1 is intended to vary District's rights to terminate an At-will Employee with or without cause.

Any employee may identify someone suspected of being under the influence of alcohol and/or controlled substance or having used drugs and/or alcohol on District premises or during work time, to any supervisory or management personnel. The supervisor/manager must then witness first-hand the identified employee's signs and symptoms. Employees should attempt to realize, however, that it is against District policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee.

a. Document Observation

The supervisor/manager should document their observations of the conduct observed and/or reported. This documentation should be as objective, accurate, and detailed as possible, so that it may be utilized to determine the appropriateness of any testing and/or disciplinary action to be taken with regard to the employee suspected of such conduct.

b. Report Observations to General Manager

If the supervisor/manager concludes, there exists a reasonable suspicion that the employee is intoxicated or under the influence of drugs and/or alcohol, or has used drugs and/or alcohol on District premises or during work time, the supervisor/manager should report their observations, their suspicions, and the basis thereof to the General Manager or their designee to review the articulated evidence upon which the supervisors base their suspicions, to determine if there is a reasonable suspicion based upon the evidence presented that the employee has engaged in such prohibited conduct. This reporting of observations will not be performed when a supervisor/manager observing the subject employee is the General Manager.

c. Inform Employee of Suspicions

If the General Manager or their designee is satisfied, based upon the articulated evidence, that a reasonable basis for the suspicion exists, they shall inform the employee of the reasonable suspicion. At this point, the employee will be offered an opportunity to give an explanation of their condition. If possible, a witness should be present when this opportunity is offered the employee.

d. Request Drug and/or Alcohol Test

If the General Manager or their designee concludes that there is in fact a reasonable suspicion that the employee is under the influence of drugs and/or alcohol or has used drugs and/or alcohol on District premises or during work time (excluding proper use of prescribed medications), then the employee will be requested to submit to a drug and/or alcohol test. Because of a testing facility requirement, the employee being tested must show proof of identification, such as a photo driver's license or state-issued photo identification card.

The location of the specified collection site for the District must meet the collection site requirements set forth by the Department of Transportation and may vary.

The employee shall be informed that refusal to comply with a request for testing will be considered to constitute a positive (failed) test, and the employee will be referred to a Substance Abuse Professional (SAP) for assessment and recommended action. Any employee who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be removed from duty immediately, and will be terminated. Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

Procedures for conducting drug/alcohol testing are explained under the section entitled Drug/Alcohol Testing Procedures and Chain of Custody.

e. Arrange Transportation of Employee

i. For testing

After reasonable suspicion is established, the employee is then immediately suspended from duty (without pay) and driven by District staff (or other designated personnel) to the District specified collection site.

ii. For refusal to test:

If the employee refuses to take the test(s) and wants to leave the premises, the following procedures should be utilized. **Under no circumstances** should the employee be informed that they are to drive their vehicle or any District vehicle, if the employee is suspected of being under the influence of drugs and/or alcohol, or having used drugs or alcohol on District premises or during work time, due to the potential liability of the District if the employee subsequently endangers themselves or the safety of others. Thus, the employee should be directed by the supervisor/manager that:

- 1) They may call someone to take them home; or
- 2) A supervisor/manager will drive the employee to their home; or
- 3) Employee may call a cab, at District expense, to transport the employee to their home; or
- 4) If the employee insists upon driving themselves home, inform the employee that based upon the District's observations, the District believes the employee is under the influence of drugs and/or alcohol, and based on that belief, will contact the police to inform them that the employee is driving a motor vehicle and the District believes that the employee is under the influence of drugs and/or alcohol.

f. Suspend Employee Pending Test Results

When a reasonable basis exists that the employee has engaged in the above

prohibited conduct, they may not continue working. Instead, the employee will be immediately suspended (without pay), pending the results of the drug and/or alcohol test. The employee shall be informed that they will be notified of the results of the test and any consequential disciplinary action to be taken. The employee shall further be informed that if it is determined that the employee did not engage in such prohibited conduct, they will be entitled to their compensation for regularly scheduled work time missed due to the suspension.

The District will take precautions to prevent the employee being tested from going back to work and driving their own car home until the test results are received. Instead, the employee will be given assistance in obtaining a ride home from the collection site as provided for in Section 13.13.1.b above.

g. Test Results

An employee whose breath alcohol test results are negative (as separately defined in this Policy for safety-sensitive and non-safety-sensitive employees) will be reinstated. The employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 (greater than 0.04 but less than 0.08 for non-safety-sensitive employees) will be subject to the removal from duty and SAP referral provisions outlined in this Policy.

The employee whose controlled substance test results are verified negative will be reinstated. The employee whose controlled substance test is verified positive by the Medical Review Officer will be subject to the removal from duty and SAP referral provisions outlined in this Policy.

h. Maintain Confidentiality

The employee's right of privacy and confidentiality in these matters is imperative. The only exceptions to the above are disclosure to the General Manager or their designee. Any inquiries of the supervisors, managers, employees, staff members, or patients regarding the employee suspected of such prohibited conduct should be referred to the General Manager or their designee.

13.13.2 POST-ACCIDENT - PROCEDURES

- a. The employee notifies their supervisor or manager that an accident has occurred.
- b. The supervisor determines that the circumstances of the accident warrant a post-accident test according to the definition of Post-Accident Testing outlined in this Policy. Thereafter, the supervisor directs the employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the employee requiring testing must have proof of identification, such as a photo driver's license or state- issued photo-identification card.
- c. At the collection site, the employee will be required to submit a blood or urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.

- d. The General Manager or their designee will be notified that an accident has occurred, and that the employee was instructed to go to the District specified collection site.
- e. An employee may return to work pending the results of the post-accident controlled substance, drug, and/or alcohol test, unless there is reasonable suspicion to believe that controlled substances, drug, or alcohol use is adversely affecting the employee's ability to safely perform their job duties or may have contributed to the accident.
- f. The employee whose breath alcohol test results are negative will be reinstated. The employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, (greater than 0.04 but less than 0.08 for non-safety-sensitive employees) will be subject to the removal from duty and SAP referral provisions outlined in this Policy.
- g. The employee whose controlled substance or drug test results are verified negative will be reinstated. The employee whose controlled substance test is verified positive by the Medical Review Officer will be subject to the removal from duty and SAP referral provisions outlined in this Policy.

#### 13.13.3 RETURN-TO-DUTY AND FOLLOW-UP PROCEDURES

- a. The Substance Abuse Professional (SAP) notifies the District, or based on the situation the General Manager determines it appropriate under this Policy to send the employee to the District specified collection site for alcohol and controlled substance testing.
- b. The General Manager or their designee notifies the employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the employee being tested must have proof of identification, such as a photo driver's license or state-issued photo identification card.
- c. At the collection site, the employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
- d. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 (or non-safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.04) or whose controlled substance test is verified positive will be terminated.

#### 13.13.4 RANDOM TESTING - PROCEDURES (SAFETY-SENSITIVE EMPLOYEES ONLY)

- a. DATCO Services Corporation notifies the District to send the safety sensitive employee to the District specified collection site for alcohol and/or drug and controlled substance testing.
- b. The General Manager or their designee notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee in question



must have proof of identification, such as a photo driver's license or state issued photo identification card.

- c. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for, to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
- d. The safety-sensitive employee whose breath alcohol test results are negative (0.02 alcohol concentration or less) will be deemed to have a negative result. The employee, whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will be subject to the removal from duty and SAP referral provisions outlined in this Policy.
- e. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be subject to the removal from duty and SAP referral provisions outlined in this Policy.
- f. An employee may return to work pending the results of the random controlled substance test, unless there is reasonable suspicion to believe that controlled substance use is adversely affecting the employee's ability to safely perform their job duties.

#### 13.13.5 DRUG / ALCOHOL TESTING PROCEDURES & CHAIN OF CUSTODY

- a. At the time a specimen is collected, the employee will be given a copy of the specimen collection procedures.
- b. Appropriate consent forms will be completed by the employee and the laboratory personnel, in accordance with laboratory chain of custody procedures.
- c. Samples shall be collected by the laboratory personnel, with tests performed by Quest Diagnostics. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using procedures, techniques, equipment, and laboratory facilities, which have been approved by the Department of Health and Human Services (DHHS/NIDA).
- d. Urine will be collected in a wide-mouthed clinic specimen container which will remain in full view of the employee until split, transferred to, sealed and initialed in two (2) tamper- resistant urine bottles.
- e. Immediately after the specimens are collected, the urine bottles will, in the presence of the employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance and/or alcohol testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the employee's presence and the employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
- f. A chain of custody form will be completed by the on-duty technician during the

- specimen collection process and attached to and mailed with the specimen.
- g. If the urine test indicates positive for controlled substances, a confirming test will be conducted by the Laboratory utilizing GC/MS methodology.
- h. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
- i. Results of any drug and/or alcohol tests will be communicated solely to the General Manager or their designee, both verbally and in writing. The employee being tested will be provided a copy of their test results upon written request to the General Manager or their designee.

#### 13.13.6 ALCOHOL CONCENTRATION - PROCEDURES

- a. The employee and the collection site Breath Alcohol Technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded.
- b. After an explanation of how the breathalyzer works, an initial breath sample is taken.
- c. If the results of the initial test show an alcohol concentration of 0.02 or greater (or for non- safety-sensitive employees, the initial test results show an alcohol concentration greater than 0.04), a second or confirmation test must be conducted. The confirmation test must not be conducted less than 15 minutes after, nor more than 20 minutes after the screening test.
- d. The confirmation test will utilize Evidential Breath Testing devices that print out the results, date and time, a sequential test number, and the name and serial number of the Evidential Breath Testing device to ensure the reliability of the results.

#### 13.13.7 EMPLOYEE TRAINING

The District will establish a Drug-Free Awareness Program to inform employees about:

- a. The dangers of alcohol and drug abuse in the workplace;
- b. The District's Policy on drug and alcohol abuse;
- c. The availability of treatment and counseling for employees who voluntarily seek assistance for drug/alcohol abuse; and
- d. The sanctions the District will impose for violations of its Substance Abuse Policy.

#### 13.13.8 SUPERVISOR TRAINING

The District shall develop a training program to assist supervisors in understanding drug and/or alcohol use or abuse in the workplace. Such training shall be conducted annually and shall include:

- a. Information about drugs and/or alcohol;
- b. Identifying factors for drugs and/or alcohol use or abuse in the workplace;

- c. Training in recognizing signs and symptoms of drug and/or alcohol use/abuse in the workplace, to enable an objective investigation of reasonable suspicion of drug and/or alcohol use/abuse in the workplace; and
- d. Training pertaining to the terms and conditions of the District's Substance Abuse Policy and the supervisor's responsibility under this Policy.

### **13.14 SUPERVISOR'S GUIDELINES**

#### **13.14.1 GENERAL GUIDELINES**

The District is committed to a safe working environment and healthy, productive employees. An employee under the influence of drugs and/or alcohol cannot perform work properly or safely, and benefits no one. No one wins when an employee performs poorly on the job as a result of drug and/or alcohol use--absenteeism and accidents increase and productivity declines, thereby putting an employee's health, safety, and job security at risk. In addition, an employee under the influence of drugs and/or alcohol in the workplace puts fellow employees and the community at risk.

The District has developed these guidelines to provide drug awareness information and guidelines for all employees, to assist supervisors and managers in administering its policies and regulations regarding alcohol and drug abuse, and to provide guidance to supervisors in addressing these substance abuse issues.

These guidelines are not a contract and are subject to modification at any time. Moreover, within the confines of the Substance Abuse Policy, each case of employee substance abuse may present the District with distinguishing circumstances, which may cause the administrative action or discipline to vary from case to case.

#### **13.14.2 SUPERVISOR'S RESPONSIBILITIES**

With respect to alcohol and drug abuse as it affects job performance, the supervisor has the following particular responsibilities:

- a. To document behaviors which may indicate reasonable cause that an employee is intoxicated or under the influence of drugs and/or alcohol.
- b. To conduct or assist in investigations where possession or use of drugs/alcohol might be a factor.
- c. To maintain confidentiality of such investigations, or referrals to employee assistance or treatment programs.
- d. To encourage employees to voluntarily seek counseling or assistance when deteriorating or unsatisfactory job performance does not respond to usual supervisory actions, or when a specific on-the-job incident is cause for concern.
- e. To continue to monitor behavior after employee returns from a substance abuse treatment program.

- f. To request employee to be tested for drugs and/or alcohol where reasonable suspicion exists, utilizing appropriate procedures outlined in the Substance Abuse Policy.

#### 13.14.3 REASONABLE SUSPICION/GROUNDS FOR TESTING - GUIDELINES

In relation to drug/alcohol use in the workplace, a supervisor may be required to determine reasonable suspicion of such drug/alcohol use. Reasonable suspicion of drug/alcohol use can occur from a single incident or critical event, as described below.

It must be noted that the following described examples, patterns, and associated behaviors may not in and of themselves be considered reasonable suspicion of drug/alcohol use but are to be used as guidelines of potential signs of substance use/abuse in the workplace.

Reasonable suspicion for purposes of these guidelines includes documented objective facts which could lead to a reasonable suspicion that an employee is under the influence of drugs/alcohol or has violated the Substance Abuse Policy in any way. Such documented, objective facts may include, but not be limited to, the following:

1. Employee's equilibrium (staggering gait, disorientation);
2. Manner of speech (incoherent or slurred);
3. Mental reactions (slow, lethargic, hyperactive);
4. Odor of intoxicants on breath or clothing; and
5. Eyes bloodshot, watery, or glassy and/or dilated pupils.

#### 13.14.4 BEHAVIOR PATTERNS & GROUNDS FOR COUNSELING RECOMMENDATION

Although there may always be a potential of single incidents occurring in the workplace, the primary role of the supervisor is to recognize potential signs of substance use/abuse and strive to prevent drug/alcohol related problems in the work environment.

A pattern of work behaviors that may be indicative of chronic substance abuse are:

1. Low output and possible frequent blame of others for low production.
2. Frequent errors in performance of work duties.
3. Lack of cooperation.
4. Neglect of the workplace and equipment.
5. Arguments and quarrels with fellow employees.
6. Pattern of tardiness or absence.
7. Disregard of rules.
8. Unwillingness to accept legitimate authority.
9. Irritable behavior; wide swings of mood.
10. "On-the-job" absenteeism (long breaks; frequent absences from workstation).
11. Frequent trips to parking lot or off-site location(s) with no apparent business purpose.
12. Emotional outbursts with little or no provocation.
13. Overall deterioration in performance.

In addition, the following types of associated offenses may be associated with substance abuse (remember, however, that the supervisor's role is not to diagnose but to document behavior):

1. Excessive absence or tardiness.
2. Neglect of property.
3. Violation of safety rules.
4. Excessive personal telephone calls or conducting outside business on District time.
5. Violation of solicitation policy.
6. Use of abusive language.
7. Absent without leave.
8. Gambling.
9. Failure to follow instructions or fulfill assigned duties.
10. Theft or damage of District property.
11. Insubordination.
12. Immoral or illegal conduct.
13. Conviction of driving under the influence (on or off the job).
14. Other serious offenses that, in the supervisor's judgment, cause a disruption in the productivity of the workplace.

### 13.15 DEFINITIONS FOR SECTION 13, SUBSTANCE ABUSE

***Accident*** An unintended happening or mishap where there is loss of human life (regardless of fault), bodily injury (to self or others), or significant property damage.

***Alcohol*** The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.

***Alcohol Concentration*** The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this regulation. For example, 0.02 means 0.02 grams of alcohol in 210 liters of expired deep lung air.

***Alcohol Use*** Consumption of any beverage, mixture, or preparation, including any medication containing ethyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, this definition includes the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor-filled chocolates. Prescription medications containing alcohol may have a greater impairing affect due to the presence of other elements (e.g., antihistamines).

***Breath Alcohol Technician (BAT)*** A person trained to proficiency in the operation of the Evidential Breath Testing (EBT) device that the technician is using in the alcohol testing procedures. BAT's are the only qualified personnel to administer the EBT tests. The Board of Directors shall designate an outside, trained provider to be the BAT.

***Chain of Custody*** The procedures to account for the integrity of each blood or urine specimen by tracking its handling and storage from point of collection to final disposition.

***Collection Site*** A place designated by the District where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

***Commercial Motor Vehicle*** A motor vehicle, or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than

10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds or (3) is designed to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations.

**Confirmation Test** For alcohol testing, means a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration. For controlled substances testing this means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test, and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (CG/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

**Controlled Substance (Drug) Test** A method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person's body. A controlled substance test may be either an initial test or confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration. Controlled substances will be tested under the Department of Health and Human Services (DHHS/NIDA) guidelines. **The primary (initial or screening) controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:**

Marijuana Metabolites (THC)	50 mg/ml (25 mg/ml if immunoassay)
Cocaine Metabolites	300 mg/ml
Phencyclidine (PCP)	25 mg/ml
Opiates Metabolites	300 mg/ml
Amphetamines	1000 mg/ml

A confirmation drug testing is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independently of the initial test and uses a different technique and chemical principle in order to confirm reliability and accuracy. **The confirming controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:**

Marijuana Metabolite (THC)	15 mg/ml
(Delta-9-tetra-hydrocannabinol-9-carboxylic acid)	
Cocaine Metabolite	150 mg/ml (Benzoyl ecgonine)
Phencyclidine (PCP)	25 mg/ml
Opiates:	
Morphine	300 mg/ml
Codeine	300 mg/ml
Amphetamines:	
Amphetamine	500 mg/ml
Methamphetamine	500 mg/ml
(specimen must <b>also</b> contain amphetamine at a concentration greater than or equal to 200mg/ml)	

**Covered Employee** All safety-sensitive and non-safety-sensitive employees (full-time, part-time, and temporary), volunteers, applicants, and contractors when they are on District property or when performing any District related business either on or off property.

***Department of Transportation Guidelines*** The controlled substance and alcohol testing rules (49 CFR Part 199 (RSPA-Pipeline), Part 219 (FRA-Railroad), Part 382 (FHWA Commercial Motor Vehicle), 654 (FTA-Mass Transit) and 14 CFR 61 (FAA-Aviation) et al) setting forth the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all the transportation industries.

***Driver*** Any person who operates a commercial motor vehicle. This includes full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operates a commercial motor vehicle at the direction of or with the consent of an employer. For the purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to an employer to drive a commercial motor vehicle.

***Drug (Controlled Substance) Metabolite*** The specific substance produced when the human body metabolizes (changes) a given drug (controlled substance) as it passes through the body and is excreted in urine.

***Evidential Breath Testing Device (EBT)*** The device to be used for breath alcohol testing.

***Medical Review Officer (MRO)*** A licensed physician responsible for analyzing laboratory results generated by an employer's controlled substance (drug) testing program. The MRO is knowledgeable about substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results. The District has designated DATCO Services Corporation, to provide MRO services.

***Performing (Safety Sensitive Functions)*** A safety-sensitive employee considered to be performing a safety sensitive function and includes any period in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform such functions.

***Post-Accident Alcohol and/or Controlled Substance Testing*** Conducted after accidents under the following circumstances:

- a. Occurrence of an on-the-job injury requiring medical aid from a licensed medical professional; or
- b. An accident with a District vehicle (or while performing District business in their personal vehicle) which results in a fatality; or
- c. An accident resulting in bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- d. An accident involving a District vehicle or equipment (or a private vehicle in performance of District business) where one or more vehicles incur disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle; or
- e. If the employee receives a citation under State or local law for a moving traffic violation arising from the accident.

Disabling damage means damage which precludes departure of a vehicle from the scene of the accident in its usual manner in daylight after simple repairs and includes damage to vehicle(s) that could have been driven but would have been further damaged if so driven. Disabling damage does not include damage which can be remedied temporarily at the scene of the accident without special tools or parts; tire disablement without other damage, even if no spare tire is available; headlight or taillight damage, or damage to turn signals, horn, or windshield wipers which makes them inoperative.

The term *accident* as defined above does not include: 1) an occurrence involving only boarding and alighting from a stationary motor vehicle; or 2) an occurrence involving only the loading or unloading of cargo; or 3) an occurrence in the course of the operation of a passenger car or multipurpose passenger vehicle by a motor carrier who is not transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded.

***Pre-Employment Alcohol and/or Controlled Substance Testing*** Conducted after an offer to hire, but before actually performing job functions for the first time. Also required when employees transfer to a safety-sensitive position.

***Prohibited Drugs (Controlled Substances)*** Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine.

***Prohibited Substances*** The Prohibited Drugs defined above, and Alcohol.

***Random Alcohol, Drug, and/or Controlled Substance Testing*** Conducted on a random unannounced basis just before, during or just after performance of safety sensitive functions.

***Reasonable Suspicion*** Objective, articulable observations by supervisory personnel which lead them to believe that an employee is under the influence of prohibited substances.

***Refuse to Submit (to an Alcohol and/or Controlled Substance Test)*** Means that an employee fails to provide an adequate breath or urine sample for testing without a valid medical explanation after that employee received notice of the requirement to be tested or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test).

***Rehabilitation*** The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to the SAP and participation in SAP recommendations such as education, treatment and/or support groups to resolve personal, physical or emotional/mental problems which contributed to job problems.

***Return-to-Duty and Follow-up Alcohol and/or Controlled Substance Testing*** Conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returns to duty. For safety sensitive employees follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty upon the SAP recommendation.

***Return-to-Duty Agreement*** A document agreed to and signed by the employer, employee and the Substance Abuse Professional that outlines the terms and conditions under which the employee may return to duty after having had a verified positive controlled substance or alcohol test result.

***Safety-Sensitive Employee (Function and/or Position)*** An employee (possessing a Class "A" or "B" commercial drivers' license) is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions. Classifications which are safety-sensitive positions include the Operations Superintendent, Utility Worker IV, Utility Worker III, Utility Worker II and Utility Worker I. The General Manager will maintain a list of the specific employees who hold safety-sensitive positions for the purposes of this policy.

***Screening (Initial) Test*** In alcohol testing, it means an analytical procedure to determine whether an



employee may have a prohibited concentration of alcohol in their system. In controlled substance testing, it means an immunoassay screen to eliminate negative urine specimens from further consideration.

***Substance Abuse Professional (SAP)*** A licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker (with knowledge of an clinical experience in the diagnosis and treatment of drug and alcohol-related disorders; the license alone does not authorize this), Certified Employee Assistance Professional (CEAP), or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.

***Vehicle*** A bus, electric bus, van, truck, automobile, or vehicle, trolley car or bus, or vessel used for mass transportation.

## **SECTION 14. OUTSIDE EMPLOYMENT**

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Employees must notify the General Manager in writing of all contemplated or existing outside employment, together with sufficient information regarding such outside employment as may be requested by the General Manager. Outside employment is prohibited where there may exist a conflict of interest or where such employment would impair an employee's effectiveness or ability to perform their assigned job duties.

## **SECTION 15. CONFLICT OF INTEREST**

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### **15.1 CONFLICT OF INTEREST**

An employee should never place themselves in a position where their actions or personal interest may be in conflict with those of the District. A conflict of interest exists where the employee's loyalties or actions are divided between the District's interests and those of another, such as a supplier or contractor. Both the fact and the appearance of a conflict of interest shall be avoided. Employees unsure as to whether a certain transaction, activity or relationship constitutes a conflict of interest should discuss it with the General Manager for clarification. The General Manager must approve any exceptions to this provision in writing. While it is not feasible to describe every situation which might create or contain such a conflict, examples are: significant ownership (1% or more) in any business entity with which the District does business; acceptance of payments, services or loans from concerns dealing or contemplating dealing with the District; working for a supplier or contractor of the District; or acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the District. Employees have a responsibility to report to their supervisors any facts or situations where their interests, or someone with whom an employee has a close relationship, conflict or may conflict with those of the District.

### **15.2 GIFTS**

Employees may not give or offer to give to or accept from, either directly or indirectly, any supplier, customer or other entity with which the District does business or to any officer, director or employee of any such entity, any personal gift or other personal item of value, unless authorized in writing by the General Manager.

### **15.3 EMPLOYEE PARTICIPATION IN CIVIC AND POLITICAL ACTIVITIES**

- 15.3.1 Participation in outside activities should not adversely interfere with the performance of the employee's duties and responsibilities to the District, or pose a prohibited conflict of interest.
- 15.3.2 There should be no use of the District's equipment, facilities or supplies for political activities, nor should such equipment, facilities or supplies be used for personal or civic activities without prior notice to and written approval of the General Manager.
- 15.3.3 No employee shall commit the District sponsorship to any organization, event or other activity without prior approval of the General Manager.
- 15.3.4 Employees who run for or hold public office must do so as private citizens, and only to the extent that holding such public office does not constitute a prohibited conflict of interest, unless an employee holds public office as the authorized representative of the District. If an employee is elected or appointed to hold public office, the election or appointment must be brought to the attention of the General Manager immediately. Should a conflict of interest arise between the public office held and the employee's role in the District, the employee may need to resign either from their employment or from the public office.

## **SECTION 16. USE OF DISTRICT AND PERSONAL VEHICLES**

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### **16.1 DISTRICT VEHICLES**

Except as provided in Section 16.2 below, District-owned vehicles should be utilized for all fieldwork and other District business. The employee's supervisor or the General Manager must authorize use of a District vehicle. Use of District vehicles to conduct personal business is strictly prohibited, except for commuting between home and work as expressly permitted. Any other personal use, including errands or trips unrelated to District duties, is not allowed. Unauthorized use of any District vehicle or transporting of passengers other than District personnel, consultants or contractors, without prior authorization, may result in discipline up to and including dismissal of the employee. The transportation of any unauthorized passengers, including children, constitutes a violation of this policy. As such, all liability for economic loss and minor or major injury, including death, suffered by unauthorized passengers will be the responsibility of the employee.

Employees are required to operate the vehicle in compliance with all applicable laws and in a safe manner, and to have their valid California Driver's license in their possession at all times while operating District vehicles. Traffic violations are strongly discouraged and any fines resulting therefrom will be the responsibility of the operator. Vehicles should be locked when not in use to prevent theft. In the event that an accident occurs which causes injury to persons or property damage, including damage to the District vehicle, the General Manager must be informed immediately, and a written report of the incident submitted to the General Manager within one (1) working day. Damage to District vehicles or citations for traffic violations due to the negligence of the employee may result in discipline up to and including dismissal of the employee.

### **16.2 USE OF PERSONAL VEHICLES**

In the event a District owned vehicle is not available for employee use, an employee may utilize their personal vehicle for District business when necessary, with the prior authorization of the employee's supervisor. An employee utilizing their personal vehicle for District related business is required to operate the vehicle in compliance with all applicable laws and in a safe manner, and to have their valid California driver's license in their possession at all times. Prior to seeking authorization to utilize a personal vehicle in connection with District business, an employee must provide the General Manager evidence of automobile liability insurance covering all automobiles that may be operated by the employee in connection with the performance of their duties. Traffic violations are discouraged, and any fines therefrom will be the responsibility of the operator.

In the event that an accident occurs, or the vehicle is otherwise damaged in the discharge of the employee's duties, the General Manager must be informed immediately of the occurrence, and a written report of the incident submitted to the General Manager within one (1) working day. Employees may be eligible for reimbursement for any out-of-pocket expenses suffered due to non-negligent damage of their personal vehicles in the conduct of District business. The employee shall be required to repay District if, at a later date, the employee recovers any portion of the reimbursed out-of-pocket expenses from a third party. Employees seeking such reimbursement shall submit a written request to the General Manager, including any information (such as police reports or witness statements) establishing non-negligence by the employee, and two (2) automobile repair estimates. The General Manager will respond to employee requests for reimbursement within fifteen (15) working days.

Employees authorized to utilize their personal vehicles in connection with the performance of their duties, shall receive mileage reimbursement at the then current IRS rate after submission of a Mileage Reimbursement Request, with appropriate documentation, to the General Manager.

## **SECTION 17. DISTRICT EQUIPMENT**

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### **17.1 CARE OF DISTRICT EQUIPMENT**

District equipment, issued for individual as well as for collective use (for example, computers, telephone units, instrumentation, vehicles, furniture, tools or supplies) must be guarded by District personnel against abuse, misuse and waste.

Employees may be personally liable for damage to District equipment. The District reserves the right to deduct from an employee's wages, the replacement or repair cost to damaged District equipment when such damage is the result of an employee's dishonest or willful act, or by their gross negligence.

### **17.2 RETURN OF DISTRICT PROPERTY**

On termination of employment, whether voluntary or involuntary, or at the request of the General Manager, all District property, including computer disks, keys, identification cards, uniforms, and all District documents in the employee's possession or control must be returned to the General Manager, who will provide a receipt to the employee indicating what the employee has returned.

## **SECTION 18. TRAVEL REIMBURSEMENT POLICY**

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### **18.1 REGISTRATION**

Registration fees charged for any authorized conference, seminar, workshop or meetings are reimbursable. Whenever possible, registration fees will be paid directly in advance by the District. Extra registration fees for spouses or guests will not be paid by the District.

### **18.2 TRANSPORTATION / MILEAGE**

Transportation costs for authorized District travel shall be an expense of the District. The District will attempt to be billed in advance for public transportation fares. An employee shall be reimbursed at the then current IRS rate for approved employment related travel in their personal vehicle. Evidence of appropriate vehicle insurance shall be presented to the Supervisor prior to District-related travel. Whenever possible, use of a District vehicle is preferred. Compensation for private vehicle mileage shall not exceed the cost of “coach class” fare, plus airport transportation, airport parking and transportation costs at the destination. Exceptions may be made when air service is not available or reasonably convenient. Special travel requirements such as rental car, taxi, rideshare, or shuttle service will be reimbursed upon submission of adequate receipts and records provided by the employee. Receipts and records shall be provided within ten (10) days. The District’s Mileage Report Form must be completed by the employee prior to reimbursement for private vehicle mileage. Travel costs for spouses or guests will not be paid by the District.

### **18.3 LODGING**

Lodging costs for authorized District travel shall be an expense of the District. When employees are authorized to travel on behalf of the District and an overnight stay is required, an attempt shall be made to have the District billed in advance for lodging expenses. If prior arrangements are not possible, the employee may pay directly for lodging expenses. Reimbursement will be made upon submission of adequate receipts and records provided by the employee for normal lodging including single occupancy rate plus tax for each overnight stay required for reasonable travel and attendance. Receipts and records shall be provided within ten (10) days. No reimbursement will be made for extra services or entertainment requested by the employee that is not approved in advance by the General Manager/Superintendent.

### **18.4 MEALS**

Staff shall be entitled to reimbursement of reasonable expenses for meals while traveling on behalf of the District. Reimbursement of expenses covers meals and incidental expenses, including tips, gratuities and snacks. Receipts are required; reimbursable meal costs must not exceed the guidelines set forth by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Receipts are required to claim reimbursement of expenses. Reimbursement for breakfast shall only be paid when travel begins before and is completed after 7:00 AM. The lunch reimbursement shall only be paid when travel begins before and is completed after 12:00 noon. The dinner reimbursement shall only be paid when travel begins before and is completed after 6:00 PM.

The costs of meals offered as part of the conference format shall be fully reimbursed unless the cost of such meals is covered in the conference registration fee. However, staff shall not be entitled to reimbursement for any meal which has already been paid for by the District as part of a conference

registration fee.

For all travel addressed in this policy, the District will not pay for or reimburse any expenses for consumption of alcoholic beverages.

#### **18.5 ADMINISTRATION**

District credit cards are available to employees for use when traveling on District business. Credit cards shall be used in accordance with current District Credit Card Usage Agreement. Signed Credit Card Usage Agreements are on file in each employee's personnel file.

All requests for reimbursement shall be made in writing and signed by the employee requesting the reimbursement. District forms are to be used whenever applicable.

Expense reimbursements shall be approved by the District's General Manager/Superintendent in accordance with the provisions of this policy. In the event an employee fails to include receipts or other documentation as required; the employee shall be promptly contacted with a description of the deficiencies. In the event said deficiencies are not corrected, or in the event any question or disagreement arises with respect to the administration of this policy the decision rendered by the General Manager/Superintendent shall be final.



## **SECTION 19. CREDIT CARD POLICY**

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### **19.1 GENERAL MANAGER**

The General Manager may be issued a District credit card for business related expenses incurred in the furtherance of official duties.

### **19.2 EMPLOYEES**

Employees of the District may be issued a District credit card, if the General Manager determines that the employee may need to incur business related expenses in furtherance of official duties, and the credit limit for such cards shall be not more than one thousand dollars (\$1,000). District credit cards may only be used by the individual to whom they are issued. District credit cards may only be used for business expenses which are reasonably related to the furtherance of the employee's official duties.

### **19.3 REIMBURSEMENT OF CHARGES; DISCIPLINE**

If a charge to a District credit card is found not to be a business expense which is reasonably related to the cardholder's official duties, the employee will be given fifteen (15) days to reimburse the District. If the employee does not reimburse the District within the fifteen (15) days provided, the employee may be subject to discipline pursuant to Section 10 of the District's Personnel Policies. If the employee disagrees with the determination that a charge is not a business expense which is reasonably related to the furtherance of the employee's official duties, the employee may file a grievance pursuant to Section 11 of the District's Personnel Policies.

## **SECTION 20. VETERANS AND MILITARY PERSONNEL**

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### **20.1 REEMPLOYMENT RIGHTS**

You have the right to be reemployed by the District if you leave your position at District to perform service in the uniformed service and:

- you ensure that District receives advance written or verbal notice of your service;
- you have five years or less of cumulative service in the uniformed services while with District, not including inactive duty training, annual training, involuntary recall to or retention on active duty, or additional training certified in writing by the Service Secretary to as necessary for professional development or for completion of skill training or retraining;
- you return to work or apply for reemployment in a timely manner after conclusion of service; and you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you will be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

The deadline for reinstatement may be extended for up to two years for persons who are convalescing due to a disability incurred or aggravated during military service, and District must make reasonable accommodations for the impairment.

### **20.2 LEAVE TO MEET MILITARY OBLIGATIONS**

Under California's Military and Veterans Code, District employees on military leave, other than temporary military leave of absence, who have been employed for one year or more in the year preceding a leave request, are entitled to receive salary or compensation for the first 30 calendar days of ordered military duty as a member of a reserve component of the armed forces of the United States, active federal military duty as a member of the National Guard or Naval Militia, or is inducted, enlists, enters or is otherwise called into active duty as a member of the armed forces of the United States.

### **20.3 RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION**

If you are a past or present member of the uniformed service, have applied for membership in the uniformed service or are obligated to serve in the uniformed service, then an employer may not deny you initial employment, reemployment, retention in employment, promotion or any benefit of employment because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of Uniformed Services Employment and Reemployment (USERRA) rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

### **20.4 HEALTH INSURANCE & BENEFIT PROTECTION**

If you leave your job to perform military service, you have the right to elect to continue your existing District health plan coverage for you and your dependents for up to 24 months while in the military.

Even if you do not elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

Employees on leave covered by USERRA are not considered to have had a break in service with regard to calculating pension rights. When an employee on USERRA leave returns to active District employment, District will make those pension or retirement benefit contributions it would have been obligated to make during the leave. If the employee would have been obligated to make contributions to pension or retirement benefit contributions during such time as the employee was on leave, the employee may also be required to make those contributions at the time the employee returns to active employment.

## **20.5 ENFORCEMENT**

The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations. For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USA-DOL or visit its website at <http://www.dol.gov/vets>

## SECTION 21. VOICEMAIL, E-MAIL AND TECHNOLOGY POLICY

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The District maintains and utilizes, as part of its operations, computer systems, voicemail, e-mail and other electronic data systems. These systems are provided to assist employees in the conduct of the District business. All computers and the data stored on them, as well as all voicemail and the data stored in it, are and remain at all times, the property of the District. As such, all voicemail, e-mail and other messages composed, created, sent, and received are, and remain, the property of the District.

Employees should attempt to limit voicemail and e-mail messages to the conduct of the District business. Use of the voicemail and e-mail systems for the conduct of personal business is discouraged. The District reserves the right to prohibit the use of voicemail and e-mail for the conduct of personal business when deemed appropriate. Other use of computer systems, including use of the Internet and other telecommunicating capabilities, should be limited to the conduct of the District business unless prior written approval is received from the General Manager.

Except for the right of the District to access voicemail and e-mail messages as described in this policy, all messages sent by voicemail and e-mail are considered to be confidential, and as such are to be accessed only by the addressed recipient or at the direction of the addressed recipient. Any exception to this policy must be approved by the General Manager.

The District reserves the right to retrieve and read any message composed, created, sent or received on the voicemail or e-mail systems or other computer systems at any time, with or without advance notice to the employee. **There is no reasonable expectation of privacy for employees using District property.** Although voicemail, e-mail and other computer systems may accommodate the use of passwords for security, the reliability of passwords for maintaining confidentiality cannot be guaranteed. All passwords must be made known to the General Manager, and passwords not known to the District may not be used. This is due to the need to access computer and voicemail systems in the event that you are absent or when otherwise deemed appropriate by the District. All voicemail, e-mail and other computer generated or stored messages may be read by someone other than the intended or designated recipient, and the ultimate privacy of messages cannot be guaranteed.

Voicemail, e-mail and other computer generated or stored messages may not contain material that may reasonably be considered offensive or disruptive to any employee. Offensive messages or material includes, but is not limited to, sexual comments or images, racial slurs, gender-specific comments or any comments that might offend someone on account of their age, sex, sexual orientation, race, religious or political beliefs, national origin, disability, or other protected characteristic.

Employees learning of any misuse of the voicemail, email or other computer systems or violations of this policy shall immediately notify the General Manager.

## **SECTION 22. SOCIAL MEDIA POLICY**

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The District supports employees' rights to engage responsibly on social media platforms, including blogging, social media, and photo or video-sharing websites.

Employees must adhere to all relevant laws and District policies when utilizing social media, including those concerning confidentiality, privacy, anti-discrimination, harassment, and workplace violence.

While employees may use personal social media on personal time, any activity that impacts job performance or District interests falls under this policy. The District reserves the right to request the removal of inappropriate content from personal social media accounts, at the District's discretion. Employees must avoid social media activity that could negatively affect job performance, the District's reputation, or the public's trust in the District. Additionally, social media use is prohibited during paid work hours.

Employees are not authorized to speak on behalf of the District unless they have explicit permission from the General Manager. When discussing matters related to the District, employees must clearly state that their opinions are personal and do not represent the views of the District. This policy applies to all employees, interns, and volunteers.

## **ACKNOWLEDGMENT OF RECEIPT**

BY SIGNING BELOW, EMPLOYEE ACKNOWLEDGES THAT THEY ARE RESPONSIBLE FOR READING THE DISTRICT'S SUBSTANCE ABUSE POLICY AND AGREES TO ABIDE BY IT IN ALL RESPECTS. THIS ACKNOWLEDGMENT AND AGREEMENT IS REQUIRED AS A CONDITION OF CONTINUED EMPLOYMENT. UNLESS OTHERWISE AGREED TO, IN WRITING, EMPLOYMENT WITH THE DISTRICT IS AT-WILL AND EITHER PARTY MAY TERMINATE EMPLOYMENT AT ANY TIME.

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Date

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Employee's Printed Name

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Employee's Signature

**GOLETA WEST SANITARY DISTRICT**

**Appendix A**

**DISTRICT COMPENSATION PLAN**

**GOLETA WEST SANITARY DISTRICT**

**Appendix B**

**DISTRICT CLASSIFICATION PLAN**



# GOLETA WEST SANITARY DISTRICT

## Appendix C

### AGRIEVANCE/COMPLAINT FORM

(Personnel Policies/Employee Handbook)

1. Name of Employee filing Grievance/Complaint: \_\_\_\_\_

2. I am filing a:

☐ Grievance (an alleged violation of the Handbook or dispute regarding the interpretation, application of enforcement of the Handbook, including disputes regarding disciplinary action or employment discrimination.)

☐ Complaint (any dispute arising out of an employee's employment with the District which does not constitute a grievance.)

3. Nature of Grievance/Complaint, including sections of the Handbook policies allegedly violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Description of all facts upon which the grievance or complaint is based, including dates and all involved parties or witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Proposed Resolution: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. The Grievance/Complaint was brought to the attention of my immediate supervisor on *mo./day*)\_\_\_\_\_, 202\_\_, and was not resolved.

7. Date Grievance/Complaint was filed with General Manager: *(mo./day)*\_\_\_\_\_, 202\_\_.

Signed \_\_\_\_\_ Print Name: \_\_\_\_\_

Grievance received by General Manager on *(mo./day)*\_\_\_\_\_, 202\_\_.

Signed \_\_\_\_\_ Print Name: \_\_\_\_\_, General Manager

## RECEIPT OF PERSONNEL POLICIES/EMPLOYEE HANDBOOK

I acknowledge that I have been given a copy of the Goleta West Sanitary District's Personnel Policies/Employee Handbook (Handbook). I understand that I am responsible for reading the personnel policies and practices described in the Handbook. I further understand that this Handbook replaces any and all prior handbooks, manuals, policies and practices of the District.

I agree to abide by the policies and procedures contained in this Handbook. I understand that the policies, procedures and benefits contained in this Handbook may be added to, deleted or changed by the District at any time. I also agree that if I have questions regarding the content or interpretation of the Handbook, I will bring them to the attention of the General Manager.

DATED: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_

**Note to employee:** The original of this form will go into your personnel file.