North Coast County Water District

Serving Pacifica Since 1944

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PERSONNEL MANUAL

REVISED AND RESTATED

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This manual was prepared to help employees find the answers to many questions that they may have regarding their employment with the North Coast County Water District (the "District"). Please take the necessary time to read it. This manual supersedes all prior handbooks.

This manual and any of the policies included do not create any contract right or any express or implied contract of employment. The District retains the full discretion to modify this manual at any time. This manual applies to all categories of employees of the District unless a specific section or provision identifies that they are excluded.

As a condition of employment, the District requires that each employee read and, if necessary, request clarification of this manual's content. Each employee must sign a statement of receipt acknowledging that they: a) have received a copy or have been provided access to the manual; and b) understand that they are responsible for reading and becoming familiar with the content of the manual.

This manual is not intended to answer all questions; supervisors and administrative staff also serve as sources of information. Many matters covered by this manual, such as benefit plan descriptions, are also described in separate District documents. These District documents are always controlling over any statement made in this manual or by any member of management. Any conflicting federal, state or local law will supersede this document.

1. Employment Practices

Section 1.1 Employment Policy

This policy manual shall be subject and subordinate to applicable federal, state, and local laws, including lawfully promulgated and adopted regulations, and lawfully promulgated rules of court. To the extent that these rules conflict with any of the above, the applicable law shall govern.

In all cases where the General Manager is the decision-holder, their official designee is granted the same authority.

The District is governed by the provisions of the California Water Code (Water Code Section 30000 and following sections). Under the Water Code, the District's General Manager has authority to employ and discharge all employees at their pleasure. This means employment with the District is at-will and may be terminated by the employee or the District at any time, with or without cause. An at-will employee is one who serves at the pleasure of the appointing authority, has no property right in continued employment and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.

The General Manager has the authority to set and change the compensation of employees, subject to approval by the North Coast County District Board of Directors (the "Board"), within the salary and wage structure adopted by the Board, and subject, where appropriate, to an obligation to meet and confer with an employee representative recognized by the District.

Any employee may discuss the terms and conditions of their employment with their supervisor or the General Manager.

In accordance with Federal and State Immigration and Naturalization laws, all employees must provide the necessary documentation to prove identity and the right to work in the United States. Failure to provide such documentation will result in disqualification from position and/or grounds for immediate termination.

Section 1.2 Open Door Policy

The District promotes an atmosphere in which you can talk freely with the management. You are encouraged to openly discuss with your supervisor any problems so appropriate action may be taken. If they cannot be of assistance, the General Manager is available for consultation and guidance. The District is interested in all of its employees' success and happiness

Section 1.3 Emergency/Disaster Service Requirement

All District employees are public employees and, as such, have been declared by Government Code Section 3100 to be disaster service workers subject to such disaster service activities as may be assigned to them by the District or by law.

In the event of a disaster or other emergency, employees shall first make sure their family is safe and secure, then report to their assigned emergency location. If an employee is unable to get to their assigned location or to contact the District, employees shall volunteer their services to the nearest government agency until able to contact or report to work at the District.

If, as a result of performing disaster service work, employees work in excess of eight (8) hours per day, they shall receive compensation consistent with this manual's overtime section.

Section 1.4 Categories of Employment

General

All District employees are termed "regular employees." The District has two categories of regular employment: (1) Regular full-time employees are those who work 30 or more hours per week; (2) Regular part-time employees are those who work less than 30 hours per week. Part-time employees may have different rights to leave and other benefits under the law or referenced in this manual, depending on the number of hours worked. All regular employees are categorized as either "exempt" or "non-exempt." (For definitions, see Section 3.1)

Initial Introductory Period

All regular employees serve an initial Introductory Period of six months. The Introductory Period shall be utilized for evaluation of the employee's performance. The employment relationship remains at-will during the entirety of the Introductory Period. The District or the employee may terminate the employment relationship at any time during the Introductory Period, with or without cause. At the end of the Introductory Period, the employee may be offered further employment at the District's discretion. Any offer for further employment will be for an at-will employment relationship. Completion of the Introductory Period shall not alter the at-will status of the employment relationship. In certain

circumstances, with the approval of the General Manager, the six-month Introductory Period may be extended.

Promotional Introductory Period

A regular employee who is promoted shall serve a Promotional Introductory Period of at least six months in the position they have been promoted to, commencing from the date of such promotion. An employee serving in such a Promotional Introductory Period remains an at-will employee and the District or the employee may terminate the employment relationship at any time, with or without cause.

No Reinstatement

An employee who fails to fulfill their duties in the new position is not entitled to be reinstated to their former position. In the sole discretion of the General Manager, such employee may be reinstated or reassigned to another position. The employee does not have the right to appeal this decision.

Temporary Staff

The General Manager may, when District operations require, hire employees on a temporary basis, not to exceed six months. Temporary employees shall not work more than 960 hours in any calendar year for the District and shall not be entitled to any District employee benefits. Temporary employees are at-will and the District or the employee may terminate the employment relationship at any time, with or without cause.

Volunteers

A volunteer is not an employee, but instead is an individual who provides services to the District and receives no compensation or benefits other than reimbursement of expenses. A volunteer serves at-will and at the pleasure of the District Manager, has no property right in continued employment, and the District or the volunteer may terminate the employment relationship at any time, with or without cause.

Independent Contractor

An independent contractor is not an employee and serves solely pursuant to a contract that has been approved in accordance with the District's purchasing policies and procedures.

Section 1.5 Recruitment, Selection and Appointment to Positions

The District retains the right to establish standards for employment and the selection of employees. All appointments to positions, except for those that report directly to the Board shall be made by the General Manager. The process for recruitment and appointment for a Board appointee position shall be solely at the discretion of the Board.

Recruitment and Selection

While the General Manager has discretion to decide in what manner a vacancy shall be filled, current employees will typically be given first consideration. While seniority of service is a consideration for filling vacant positions, it is not determinative, and the General Manager may choose the candidate they believe to be most qualified for the position.

The General Manager will determine the manner and methods of administering employment examinations. The content of all examinations will be job-related and designed to test knowledge, skills or abilities that help predict successful completion of job duties and in accordance with fair employment practices. The content of all examinations will be kept confidential prior to the administration of the examination. An applicant with a disability may request an accommodation in an examination process.

Appointment to certain positions may be made contingent upon the applicant passing a background examination, including a fingerprint scan, a drug and alcohol test, a job-related medical examination and/or any other job-related examination that the General Manager deems appropriate. Such examination shall only be required after a conditional offer of employment has been made. The person accepting appointment shall report to the General Manager on the date designated by the General Manager; otherwise, the applicant shall be deemed to have declined the appointment.

Promotions, Demotions and Transfers

An employee may be promoted, demoted or transferred to another position only if the employee has the required qualifications for the position. These qualifications shall be ascertained based upon the same criteria that would be used on an initial appointment to the position, in accordance with the most current job description. However, the District may conduct additional background checks of internal applicants, depending on the position and the department requirements for background checks. For example, the District may review the applicant's personnel files, including past annual reviews and disciplinary action, if any, and may ask for reference information from an immediate and/or past supervisor.

The General Manager may demote an employee whose performance falls below acceptable standards or for disciplinary purposes. Employees may request a voluntary demotion to a vacant position, with the consent of the General Manager. No employee shall be demoted to a position for which they do not possess the required qualifications.

Disqualification

Applicants may be disqualified from consideration for any employment opportunity for the following reasons (please note, this is not an exhaustive list):

A. They are not eligible to apply for the position;

B. They did not submit a properly completed application prior to the filing deadline;

C. They do not possess the minimum required qualifications and essential skills for the position;

D. They do not have a current satisfactory performance evaluation;

E. They have made false statements or misinterpretations on their applications or during the examination process; and/or

F. Their employment would violate other policies within this manual.

Assigning Work

The District has the authority to prescribe the duties of each employee and, depending on the needs of the District, may assign duties normally performed by an employee in another position to any employee. The District will not assign work that requires special certifications to an employee who does not possess the needed certifications. Every employee is expected to perform all duties assigned to them by the District.

Section 1.6 Dress and Grooming Standards

These dress and grooming standards are designed to promote legitimate and non-discriminatory goals to promote workplace safety and a professional image within the District that is consistent with the employee's job duties and level of public contact. All employees are responsible for ensuring, and are expected to maintain, appropriate business attire throughout the District.

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well-groomed and wearing the proper attire. Employees who are asked to leave because of inappropriate attire will not be compensated for time away from work to correct work attire.

Uniforms and Safety Equipment

All employees who are required to wear uniforms and/or safety equipment shall wear the appropriate uniform for their work area. Employees are permitted to wear the uniform only during their work hours, work time, or traveling to and from work or while otherwise representing the District. Employees shall not wear their District uniform while off duty.

The cost of required uniforms and/or protective clothing, shoes and safety equipment shall be borne by the District. All employees required to wear uniforms provided by the District must take care of their uniforms and report any wear or damage to their supervisors. Additionally, employees may be required to wear safety equipment or clothing.

Upon separation from District employment, all clothing with District logos or other uniforms or clothing items that identify a person as a District employee are to be washed and returned to their supervisor.

Tattoos

Employees are expected to project a professional appearance while at work and must abide by the standards below.

A. Any visible tattoos shall not be obscene, sexually explicit, discriminatory with respect to sex, race, religion, or national origin, and/or gang-related or otherwise violate the District's policy against unlawful harassment or discrimination;

B. Any non-conforming tattoos will be covered with clothing, bandage or makeup while at work, or removed;

No Discrimination

This dress code policy will not be enforced in a manner that discriminates against anyone based on a protected class, such as race, sex, gender identity or gender expression, religion, national origin or any other class protected by federal, state or local law. Employees have the right to comply with District's dress code in a manner consistent with their gender identity or gender expression. Employees who need a reasonable accommodation for clothing attire because of religious beliefs, observances or practices should contact the General Manager to discuss the need for an accommodation.

2. Equal Employment Opportunity

Section 2.1 Equal Opportunity Statement

The District is an equal opportunity employer and will not discriminate against any employee, volunteer, contractor or applicant for employment in an unlawful manner. The District prohibits discrimination against qualified employees or applicants on the basis of their protected classification, including race, color, religious creed, sex, gender, gender identity, gender expression, national origin, ancestry, citizenship, age (40 and over), marital status, physical or mental disability, medical condition, genetic information, sexual orientation, military or veteran status, or any other characteristic protected by law. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, compensation, benefits, training, promotion, transfer, discipline, reductions in force, reinstatement, termination, access to facilities and programs and all other matters of employment.

The District will take preventative, corrective and disciplinary action for any behavior that violates this policy or the rights and privileges it is designed to protect. Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination are encouraged to report it immediately by using the complaint procedures stipulated in this manual, or by contacting the U.S. Equal Employment Opportunity Commission, or the California Civil Rights Department.

Section 2.2 Gender Inclusivity in the Workplace

The District respects the right of all individuals in the workplace. The District requires that all employees, applicants, and contractors must be treated with dignity and respect, regardless of gender, gender identity, and gender expression. The District will not tolerate harassment, discrimination, or retaliation against anyone based on their gender identity or transition status.

The District's policy is to promote a safe, professional, inclusive, and productive workplace for everyone, regardless of gender expression or gender identity. An individual shall have the right to be addressed by the name and pronoun that corresponds to their gender identity, upon request.

The intentional and persistent refusal to respect an employee's gender identity (for example, intentionally referring to the employee by a name or pronoun that does not correspond to the employee's gender identity) may constitute harassment and is a violation of the District's policy and should be reported to your supervisor or the General Manager.

Section 2.3 Policy Against Discrimination, Harassment and Retaliation

The District has a strong commitment to prohibiting and preventing discrimination, harassment and retaliation in the workplace. The District will not tolerate nor condone any conduct that violates this policy or the spirit thereof; therefore, conduct need not violate state or federal law to violate this policy. An isolated incident may violate this policy and be grounds for discipline. A person may violate this policy even if they did not *intend* to harass, discriminate, or retaliate, or the conduct was not considered unwelcome. It is not one's intentions but one's actual behavior and the suitability thereof that is analyzed in evaluating a complaint; if the conduct reasonably would be considered inappropriate for the workplace by the District, it may violate this policy and provide grounds for discipline.

This policy prohibits discrimination, harassment or retaliation based upon:

A. an individual's protected classification (see Section 2.1 for listing of protected classifications);

B. the *perception* that an individual has a protected classification; or

C. the individual *associating with* a person who has or is perceived to have a protected classification.

Additionally, this policy prohibits discrimination, harassment, or retaliation because of an individual's protected activity. Protected activity includes:

A. making a request for an accommodation for a disability;

B. making a request for accommodation for religious beliefs;

C. making a complaint under this policy;

D. opposing violations of this policy; or

E. participating in an investigation under this policy.

Any employee who feels they have been discriminated, retaliated against, and/or harassed on account of protected status or who believes this policy has been violated in any respect should inform their supervisor or the General Manager immediately. In the event the employee feels that the General Manager is culpable under this policy, the employee should report the matter promptly and in writing to the Board President.

The District takes all complaints of unlawful discrimination, harassment and retaliation seriously, and shall conduct a thorough investigation if its supervisory or management employees become aware that discrimination, harassment or retaliation may be occurring, regardless of whether the recipient and/or third party reports a potential violation.

Harassment

Harassment includes, but is not limited to, the following types of behavior that are taken because of a person's actual or perceived protected classification:

A. Speech, such as epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This includes inappropriate comments about appearance, dress, physical features, gender identification, or race-oriented stories and jokes.

B. Physical acts, such as assault, impeding or blocking movement, offensive touching or physical interference with normal work or movement. This includes pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.

C. Visual acts, such as derogatory posters, cartoons, emails, pictures or drawings related to a protected classification.

D. Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

It is not a defense to a complaint of harassment based on sex that the alleged harassing conduct was not motivated by sexual desire. An individual alleging sexual harassment is not required to sustain a loss of tangible job benefits to establish harassment.

Retaliation

Retaliation occurs when an employer takes adverse conduct against an individual because of the individual's protected activity as defined in this manual. "Adverse conduct" includes, but is not limited to:

A. Disciplinary action;

B. Counseling;

C. Taking sides because an individual has reported harassment or discrimination;

D. Spreading rumors about a complainant or about someone who supports or assists the complainant;

E. Shunning or avoiding an individual who reports harassment or discrimination; or

F. Making real or implied threats of intimidation to prevent or deter an individual from reporting discrimination or harassment.

The District strictly prohibits any form of retaliation against any employee or applicant who, in good faith, makes a complaint, raises a concern, provides information, and/or otherwise assists in an investigation, complaint or proceeding related to any alleged violation of this policy. The District is committed to ensuring that all individuals feel comfortable in raising issues regarding conduct that violates this policy without fear of retaliation. It also is intended to encourage individuals to cooperate in investigations of alleged violations of this policy by providing honest, truthful, and complete information

without fear of retaliation. However, intentionally making a false report or providing false information is cause for discipline.

Responsibilities

All Supervisors are responsible for ensuring a workplace free from discrimination,

harassment, and retaliation as defined in this policy. Supervisors are responsible for taking prompt, appropriate action within their divisions to avoid and minimize such incidents. The words "discrimination", "harassment" and "retaliation" need not be used to trigger the duty to act; it is the involved behavior as described above that triggers the duty to act. Supervisors who knowingly allow or tolerate discrimination, harassment or retaliation, including the failure to immediately report such misconduct to the General Manager are in violation of this policy and subject to discipline.

Section 2.4 Anti-Bullying

Every individual has the right to be treated with respect. Bullying is the use of verbal and/or physical aggression with the intention of intimidating or harming another individual. It can

include any intentional written, visual, verbal, or physical act, when the act harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and/or creates an intimidating or threatening environment. Bullying occurs in many forms including but not limited to tormenting, taunting,

making abusive comments, using threatening gestures, pushing, shoving, punching, unwanted physical contact or any use of violence, graffiti, name-calling, sarcasm, spreading rumors, and/ or teasing.

If an employee believes they are the subject of bullying, they should follow the steps outlined under Section 2.9 Employee Complaint Procedure.

Section 2.5 Workplace Violence

The safety and security of employees and customers are very important to the District. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or the District's ability to execute its daily business will not be tolerated.

To ensure that the District maintains a workplace safe and free of violence for all employees, the District prohibits the possession or use of dangerous weapons on District property. A license to carry the weapon on District property does not supersede this policy. District property is defined as all District owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the District ownership or control. This policy applies to all vehicles that come onto District property.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on District property may be removed from the premises pending the outcome of an investigation. Threats, threatening behavior, or other acts of violence off District property, but directed at District employees or the public while conducting business for the District, is a violation of this policy.

Off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, or any other communication medium. Violations of this policy will lead to disciplinary action that may include dismissal, arrest, and prosecution. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from District property, termination of business relationships with that individual, and/or prosecution of the person(s).

Employees are responsible for notifying the General Manager, or any other manager, of any threats, which they have witnessed, received, or have been told that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on District property or in connection with employment.

Any employee that receives a protective or restraining order that lists District premises as a protected area is required to provide the General Manager with a copy of such order.

For more information, please reference the District's Workplace Violence Prevention Plan located in the Injury and Illness Prevention Program manual (IIPP).

Section 2.6 Reasonable Accommodations and the Interactive Process

The District is committed to complying with all laws that protect qualified individuals with disabilities. When requested, the District will provide a reasonable accommodation for qualified individuals, provided the requested accommodation does not create an undue hardship for the District or pose a direct threat to the health or safety of others in the workplace or to the requesting individual.

Request for Reasonable Accommodations

Absent undue hardship or direct threats to health and safety, the District will endeavor to provide reasonable employment-related accommodations to:

A. qualified individuals with disabilities to enable them to perform essential job functions;

B. employees with conditions related to pregnancy, childbirth, or a related medical condition;

C. employees who are victims of domestic violence, sexual assault, or stalking to promote the safety of the employee while at work;

D. employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement; and

E. any other reason required by applicable law.

Any employee or applicant who needs an accommodation to perform the essential functions of their job should contact the General Manager to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law.

Supporting Documentation

For accommodations relating to a disability, the District may require the individual to provide medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider.

If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the District will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation is sufficient if it contains:

A. a description of the requested accommodation or transfer;

B. a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and

C. the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

An employee who is a victim of domestic violence, sexual assault, or stalking who requests an accommodation to provide for their safety while at work must provide both of the following:

A. A written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and

B. A certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of a police report indicating the employee's victim status, a court order separating the perpetrator from the employee or evidence that the employee has appeared in court for that purpose, or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

If the individual provides insufficient supporting documentation, the District will:

A. Explain the insufficiency;

B. Allow the employee or applicant to supplement the documentation; and

C. Pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

Fitness for Duty Examinations

The General Manager may require an individual to submit to a fitness for duty examination to determine if they have a disability which makes them unable to perform the essential functions of their job when there is significant evidence that:

A. The employee's ability to perform one or more essential functions of their job has declined; or

B. Could cause a reasonable person to question whether an employee is still capable of performing one or more of their essential job duties or is still capable of performing those duties in a manner that does not create a risk of harm to themselves or others.

The Interactive Process

Once the District is aware of the need for an accommodation, the General Manager will promptly engage with the individual and their designated representative (if any, such as a representative of an employee association, family member, friend, legal representative, or other person chosen by the individual) in an interactive process to identify possible accommodations. The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations.

The General Manager will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if an accommodation can be made. The General Manager will evaluate requested accommodations, and identify other possible accommodations, if any. The General Manager will use discretion based upon the particular facts of each case and inform the applicant or employee of their determination in writing within a reasonable time period. District staff will handle all medical information submitted as part of the accommodation process in a confidential manner.

Section 2.7 Lactation Accommodation

The District supports the legal right and necessity of employees who wish to continue nursing their infant children when they return to work. It is the responsibility of the employee to inform their supervisor or General Manager of their need for a lactation accommodation and to make appropriate arrangements. This policy establishes guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees.

Lactation Accommodation

An employee may make a request for lactation accommodation in writing with the General Manager. Following receipt of a request for lactation accommodation, the General Manager shall provide a timely written response to the employee indicating the approval or denial of the request. The District and the employee shall engage in an interactive process to determine the appropriate accommodations.

California law expressly prohibits discrimination or retaliation against lactating employees for exercising their rights. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations. An employee who does not believe that the District is providing an appropriate lactation accommodation should immediately inform the General Manager; additionally, an employee has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

Lactation Break Time and Location

The District will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for their infant child in accordance with applicable law. If possible, the break time shall run concurrently with rest and meal periods already provided to the employee. If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid or the employee may choose to use accrued leave, to the extent permitted by applicable law. Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations.

The District will provide a room or other appropriate location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The space may be designated temporarily, and the space may be for multi-purpose use if it otherwise complies with this policy, but lactation shall take precedence when the space is used for lactation purposes. The space may include the place where the employee normally works if it otherwise meets the requirements of the lactation space. The space will meet the requirements of the California Labor Code, including the following:

A. Be shielded from view and free from intrusion while being used to express milk;

B. Be safe, clean, and free of hazardous materials;

C. Contain a surface on which to place a breast pump and personal items;

D. Contain a place to sit; and

E. Have access to electricity needed to operate an electric powered breast pump.

The employee shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

The District will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area. Breast milk must be clearly labeled by the lactating employee, especially if the breast milk will be stored in a refrigerator that is shared with other employees for food storage. No expressed milk shall be stored at the District beyond the employee's work day/shift. The District will not be responsible for any lost or stolen containers left on the premises including the refrigerator, freezer and sink.

Section 2.8 Whistleblower Protection

It is the policy of the District that its employees (or applicants for employment) should be free to report violations of law, abuse of authority, fraud, economic waste, or gross misconduct, incompetence or inefficiency without fear of retaliation or retribution.

A whistleblower as defined by this policy is an employee or applicant of the District who reports an activity to one or more of the parties specified in this policy that they consider to be illegal or dishonest. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. If a whistleblower has knowledge of or a concern about illegal or dishonest fraudulent activity, they should contact their supervisor or the General Manager. The individual must exercise sound judgment to avoid baseless allegations. An individual who intentionally files a false report of wrongdoing may be subject to discipline up to and including termination.

The District best serves itself and its employees when it can be candid and honest without reservation in conducting the business of the District. The District therefore prohibits any of the following:

A. Taking an adverse employment action against an employee or applicant because the individual has or is believed to have disclosed information to any government or law enforcement agency, including to the District, if they have reasonable cause to believe that the information discloses a violation of law or a violation or noncompliance with a local, state or federal rule or regulation;

B. Preventing an employee or applicant from disclosing information to a government agency, including to the District, if they have reasonable cause to believe that the information discloses a violation of law, or a violation or noncompliance with a local, state or federal rule or regulation;

C. Retaliating against an employee or applicant for refusing to participate in an activity that would result in a violation of law, or a violation or noncompliance with a local, state or federal rule or regulation; and

D. Retaliating against an employee or applicant because their family member has, or is perceived to have, engaged in any of the protected activities listed above.

Protected activity includes any of the following:

A. Filing a complaint with a federal or state enforcement or administrative agency that discloses any information that the employee has reasonable cause to believe violates law or a violation or noncompliance with a local, state or federal rule or regulation;

B. Participating in or cooperating in good faith with a local, state or federal enforcement agency that is conducting an investigation into alleged unlawful activity;

C. Testifying in good faith and with reasonable cause as a party, witness or accused regarding alleged unlawful activity;

D. Associating with another covered individual who is engaged in any of the protected activities specified here;

E. Making or filing in good faith and with reasonable cause an internal complaint with the District regarding alleged unlawful activity;

F. Providing informal notice to the District regarding alleged unlawful activity;

G. Calling a governmental agency's "Whistleblower hotline" in good faith;

H. Filing a written complaint under penalty of perjury that the District has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety; and

I. Refusing to participate in any activity that the employee reasonably believes would result in a violation of law, or a violation or noncompliance with a local, state or federal rule or regulation.

Adverse action may include, but is not limited to:

A. Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing because of actual or potential protected activity;

B. Refusing to hire or promote an individual because of actual or potential protected activity;

C. Extending an introductory period because of actual or potential protected activity;

D. Taking any form of disciplinary action because of actual or potential protected activity;

E. Altering work schedules or work assignments because of actual or potential protected activity;

F. Condoning hostility and criticism of co-workers and third parties because of actual or protected activity;

G. Spreading rumors about a person because of that person's actual or perceived protected activity; and

H. Shunning or unreasonably avoiding a person because of that person's actual or perceived protected activity.

Section 2.9 Employee Complaint Procedure

Equal Employment Opportunity Related and Whistleblower Complaints

A covered individual who believes they have been subjected to discrimination, harassment or retaliation may make a complaint – orally or in writing – to any supervisor or the General Manager, without regard to any chain of command. The District encourages all covered individuals to report any conduct they believe violates this policy as soon as possible. Any supervisory employee who receives a harassment complaint shall immediately notify the General Manager. Upon receiving notification of a harassment complaint, the General Manager will complete and/or delegate the following steps. If the General

Manager is accused, or a witness to the events at issue, the Board President will complete and/or delegate the following steps:

A. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with: (1) the complainant; (2) the accused; and (3) other persons who have relevant knowledge concerning the allegations in the complaint.

B. Review the factual information gathered through the investigation to determine whether the alleged conduct violates the policy, giving consideration to all factual information and the totality of the circumstances, including the nature of the conduct and the context in which the alleged incidents occurred.

C. Report a summary of the determination as to whether this policy has been violated to the General Manager. To protect the employee's privacy, if discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.

D. If conduct in violation of this policy occurred, take or recommend to the General Manager prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.

E. Take reasonable steps to protect the complainant from further discrimination, harassment or retaliation.

All employees must cooperate with all investigations conducted pursuant to this policy. No influence will be used to suppress any complaint, nor shall any employee be subject to retaliation or reprisal for filing a complaint or for cooperating as a witness. Lodging a bona fide complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts. An individual has the option to report discrimination, harassment or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD). These administrative agencies offer legal remedies and a complaint process. Employees can check the posters that are located on District bulletin boards for information.

Information will be disclosed strictly on a need-to-know basis and every effort will be made to assure the confidentiality of complaints made under this policy to the greatest extent allowed by law. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. An employee who is interviewed during an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. The District will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

Other Complaints

Any employee who contests an adverse employment action may initiate the complaint procedure. A complaint may be brought by the employee or by an employee representative recognized by the District. A complaint must be in writing and must be submitted at Step 1 (below) within ten calendar days of the event giving rise to the complaint. The complaint must list the section of the personnel manual being impacted and the resolution the employee is seeking and must be signed by the employee. The following steps comprise the complaint procedure:

A. Step 1: The complaint shall be reviewed by the General Manager who will make a written determination upholding or denying the allegations within ten working days after receiving the complaint.

B. Step 2: If the employee (or recognized employee representative) is not satisfied with the determination of the General Manager the employee (or recognized employee representative) may request review by the Board. The request for review must be in writing (with a copy of the original complaint and a copy of the General Manager's determination) directed to the Board President, with a copy to the General Manager. The request for review must be submitted within ten days of the General Manager's determination. The Board shall review and make a determination upholding or denying the allegations. The Board may, in its sole discretion, decide the outcome of the complaint on the written record, conduct an investigation, hold a hearing, or refer the matter to the Personnel Committee for investigation or resolution. The determination of the Board (or the Personnel Committee where appropriate) shall be final.

3. Compensation, Payroll Practices and Hours of Work

Section 3.1 Exempt and Non-Exempt Employees, Work Hours and Schedules

All District employees are classified as either "exempt" or "non-exempt." Exempt employees are salaried employees primarily engaged in management or administration, whose responsibilities require the regular exercise of discretion and independent judgment, and who otherwise meet the tests for exempt status in accordance with the Fair Labor Standards Act ("FLSA"). All other employees are considered non-exempt. A list of exempt and non-exempt classifications can be found attached to this manual as Appendix A.

Non-Exempt Employees

As a public employer, most California minimum wage and overtime laws do not apply to the District. Non-exempt employees are workers primarily performing work that is subject to the overtime provisions of the FLSA and who qualify for overtime pay.

Exempt Employees

Exempt employees are those employees primarily performing work that is not subject to overtime provisions of the FLSA and are not eligible for overtime. The General Manager may, at their discretion, award compensatory time off to exempt employees. Such compensatory time shall be awarded at the employee's base rate of pay.

Work Schedules

Work schedules are determined at the discretion of the supervisor and are subject to change with or without notice, according to the needs of the District. Employees shall be in attendance and at work during the hours specified by their supervisor. Additionally, non-exempt employees may not start work until their scheduled starting time.

A non-exempt employee is required to seek advance permission from their supervisor for any foreseeable absence or deviation from regular work, rest and meal periods.

Section 3.2 Punctuality and Attendance

Punctual and regular attendance is an essential responsibility of each employee at the District. Employees are expected to report to work as scheduled, on time and prepared to start working. Employees also are expected to remain at work for their entire work schedule.

An employee who is unexpectedly unable to report for work as scheduled must notify their supervisor no later than the beginning of the employee's scheduled work time, when practicable, and report the expected time of arrival or absence. If the supervisor is not available, the employee must notify the Assistant General Manager and/or the General Manager or designee.

Excessive tardiness occurs when an employee who is late to work or late to return from rest and/or meal periods more than three times during any 30-day period without prior authorization. Excessive absenteeism occurs when the number of unapproved absences for reasons that are not permitted by

state or federal law, three days in any three-month period. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination.

Job Abandonment

Any employee absent from their position for more than three consecutive working days/shifts, without notification or prior authorization during the period of the absence, shall be considered to have resigned their employment with the District.

The employee will be given written notice of the circumstances of the job abandonment and an opportunity to provide an explanation for the employee's unauthorized absence. An employee who responds to the District's written notice within the timeframe set forth in the notice may arrange for an appointment with the General Manager before final action is taken, to explain the unauthorized absence and failure of notification.

An employee may be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. If the employee is reinstated after providing a satisfactory explanation, back pay for the period of absence may be denied.

Section 3.3 Rest and Meal Periods

Employees are completely relieved of all work duties and responsibilities during their rest breaks and meal periods. All rest breaks and meal periods must be taken outside the work area, such as in a break room. Employees may leave the premises during rest breaks and meal periods. Employees are not expected to remain "on-call" or available to respond to messages, monitor radios, telephones, email or other devices during meal periods and rest breaks. Employees should not visit or socialize with employees who are working while they are taking a rest break or meal period.

Non-exempt employees are required to immediately notify the General Manager if they believe they are being pressured or coerced by any supervisor or other employee to not take any portion of a provided rest break or meal period. During rest and meal periods, non-exempt employees are relieved of all duty and should not work during this time. Non-exempt employees are prohibited from working "off the clock" during their rest and meal periods.

Meal Periods

Typically, for those employees who work 8:00 a.m. until 5:00 p.m., a one-hour unpaid, off-duty meal period will be provided. For those employees who work 8:00 a.m. until 4:30 p.m., a 30-minute unpaid meal period will typically be provided. Non-exempt employees are responsible for taking their meal period at a time designated by their supervisor.

Rest Breaks

Full-time non-exempt employees are encouraged to take a 15-minute break in the morning and a similar break in the afternoon in order to "break up" the day and as a relief from workplace routine and tension. Less than 40-hour/week employees should clarify with their supervisor or a manager for appropriate rest

and break times. Rest periods may not be combined to shorten the workday or to extend the meal period. If any work is performed during a rest break, or if the rest break is interrupted for any work-related reason, the employee is entitled to another uninterrupted paid rest break. Non-exempt employees are paid for all rest breaks and do not need to clock out when taking a rest break.

The District also provides cool down rest and recovery periods as needed to prevent heat illness for employees who perform work outdoors as required under applicable state law.

Section 3.4 Overtime

For payroll purposes, the District's workweek begins Saturday at 8:00 a.m. and ends the following Saturday at 7:59 a.m. or as otherwise designated.

Overtime is defined as all hours non-exempt employees report over eight hours in a day or forty hours in their designated workweek. Hours worked and paid leave will be counted toward the 40-hour threshold for purposes of calculating Fair Labor Standards Act (FLSA) overtime pay.

Overtime compensation will be paid to qualified non-exempt employees at the rate of one and one-half times the employee's regular rate of pay. In accordance with Federal law, the District rounds this time to the nearest one-quarter hour (fifteen minutes).

All time spent for the benefit of the District must be reported as hours worked on time records so that the employee is paid for all work. Non-exempt employees may not “volunteer” work time to perform duties that are the same or similar as their stated or regular job duties. Employees have no authorization to work without compensation and shall not be compelled or permitted to do so; no supervisor has authority to request overtime-eligible employees to volunteer work time.

Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Employees who are directed to work overtime must do so. Efforts will be made to provide employees with adequate advance notice in such situations.

Non-exempt employees are not permitted to work overtime except as directed and authorized by their supervisor, or in case of emergency, as determined by the District. In emergency situations that necessitate working overtime, the employee must notify a supervisor as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must obey the supervisor’s directive and cease working. Failure to follow these overtime approval procedures may subject the employee to disciplinary action.

Section 3.5 After Hour Work/After Hour Duty.

Designated non-exempt field employees shall be assigned by management to rotate after-hour duty ("Duty"). Assigned employees will be paid for being placed on Duty. If called back to work while on Duty or otherwise, employees will be paid “call back” pay as detailed below.

Employees called back to work after hours will be paid for a minimum of two hours, unless otherwise noted. Should the employee be called again within those two hours, the minimum of two hours still applies. If an employee is called after the initial two-hour period, the employee will receive a minimum of one additional hour. For example, if an employee is called back at 4:00 p.m. and then again at 5:00 p.m., the employee will be paid for two hours. If the employee is then called at 6:15 p.m., the employee will be paid an additional one hour, for a total of three hours. Work time for an employee called back to work shall begin at the time the employee is notified and shall continue until the employee stops work; overtime rules shall apply.

Requirements of After-Hour Duty

Employees assigned to Duty are required to respond to all after-hour calls when received and take immediate steps to respond within a reasonable time to calls for their service. Employees on Duty are required to remain within the District service area during the assignment period and refrain from activities which might impair their ability to perform their assigned duties. If the employee assigned is unable to meet the obligations of the assignment the employee must notify their immediate supervisor immediately to ensure an alternate assignment is made. Failure to notify the supervisor may lead to disciplinary action up to and including termination. Employees assigned to work on Duty may utilize a District vehicle during this assignment pursuant to District policies.

Weekday Duty (Monday - Thursday)

Weekday Duty commences at 4:30 p.m. and ends at 8:00 a.m. the following day. An employee assigned the Weekday Duty shall be paid the equivalent of four (4) hours of straight time for each 15.5 hour period (i.e., each 4:30 p.m. – 8:00 a.m. period).

Call Back

Additionally, if the employee is called back to perform actual work during Weekday Duty period, they will be paid at the rate of time and one-half for hours actually worked, with a two-hour minimum.

Weekend Duty

Weekend Duty commences at 4:30 p.m. Friday and ends at 8:00 a.m. Monday. An employee assigned the Weekend Duty is required to physically be in the office during operating hours (8:00 a.m. to 4:30 p.m.) and shall be paid the equivalent of four (4) hours straight time in addition to their eight-hour shift.

In addition, the employee assigned Weekend Duty generally shall be scheduled two days off during the regular workweek following the Weekend Duty assignment. At the discretion of District management, the employee assigned Weekend Duty may instead be scheduled to work the full regular workweek following the Weekend Duty assignment. In such case, the employee shall be paid overtime as may be required by the District's overtime policy, described in Section 3.4.

Call Back

If the employee assigned Weekend Duty is called back to perform actual work after hours during the Weekend Duty period, they will be paid time and one-half for hours actually worked, with a two-hour minimum.

Holiday Duty

Holiday Duty will be assigned on District approved holidays and will commence at 8:00 a.m. and end at 4:30 p.m. The employee assigned the Holiday Duty shall be paid eight hours at their base rate of pay for the holiday.

Call Back

If the employee assigned Holiday Duty is called back to perform actual work during the Holiday Duty period, they will be paid time and one-half for hours actually worked, with a three-hour minimum. After the Holiday Duty assignment ends, the employee will work the Weekday Duty assignment, if assigned.

Exempt Employee Duty

Based on the needs of the District, an exempt employee may be required to perform a Duty assignment as determined by the General Manager. This applies to Weekday Duty, Weekend Duty or Holiday Duty as described above. Exempt employees are paid a salary that reflects the full responsibility of the position, including being required to perform a Duty assignment or being called back to work, and are not eligible to receive overtime or other additional pay.

Section 3.6 Recovery/Recuperation Time

For safety reasons, all employees of the District are eligible for paid recovery/recuperation time if subject to overtime work as indicated below. Recovery time does not apply to employees assigned to After Hour Duty or if there is a scheduled change of regular work hours or shift for scheduled repairs. If, due to unforeseen circumstances other than an emergency, recovery time may be provided as follows:

An employee whose regular scheduled workday ends no later than 5:30 p.m. and is required to work continuously from the beginning of their shift until after 9:00 p.m. or is called back to work and works past 12:00 midnight, may be provided up to ten (10) recovery hours off from the time of release from work before reporting for duty. An employee called back to work after 12:00 midnight may be provided up to eight (8) recovery hours off from the time of release from work before reporting for duty. If the recovery hours fall into the regularly scheduled workday, the employee will be paid, at regular hourly rates, for those overlap hours normally worked and report for work at the end of the recovery period to complete the regularly scheduled workday. With permission of the supervisor, the employee may use leave accruals to make up the regular workday hours.

Section 3.7 Pay Period

The District is on a biweekly payroll schedule. Each pay period lasts for two weeks, from Saturday through Friday with employees paid biweekly. There are generally 26 pay periods in a year.

Section 3.8 Time Sheets

Each employee must accurately complete the provided time sheet on a daily basis. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason. Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Each employee must submit the completed time sheets biweekly. It is the responsibility of the employee to certify their time is reported accurately. Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including termination. If there is an error in any employee's pay, the employee should bring the matter to the attention of Payroll staff immediately so the District can resolve the matter quickly and amicably.

Section 3.9 Salary and Compensation

Salary Schedule

Except for the General Manager, each position has a salary range, shown on a publicly available salary schedule in accordance with Title 2 of the California Code of Regulations, which includes six salary steps (“S” and "A" through "E") with a five percent (5%) increase with each step. The lowest and highest amounts in the range for the General Manager's salary are shown on the salary schedule.

Initial Salary for New Employees

Each new employee will generally start at the initial step of the established salary range for the position. The General Manager has the discretion based on a person’s extraordinary qualifications, and in cases where it is difficult to secure qualified personnel, to start the employee at any salary step up to and including the sixth step.

Salary Increase for Employees Promoted to New Position

An existing District employee who is promoted to a position with a higher salary range shall start the new position at a salary step representing at least a five percent (5%) increase over the last step the employee reached in their previous position. If the top of the new range is less than five percent (5%) above the employee’s previous pay rate, the employee shall be placed at the top step.

Salary Decrease for Employees Demoted to New Position

An existing District employee who is demoted to a position shall start the new position at a salary step which is closest to, but not higher than, the rate of pay the employee was earning in their previous position.

Salary Step Increase

Upon completion of an Introductory Period or a Promotional Introductory Period of employment, the General Manager in his or her discretion may award the employee with a step increase to the next salary step. All subsequent step increases, if any, may be made on July 1 (concurrent with the District’s fiscal

year) provided that the supervisor recommends the increase during the performance review and the General Manager concurs, until the top step is reached.

Review of Salaries

The Board normally reviews the District's salary schedule annually and may, at its discretion, adjust salary ranges at any time. In addition, as part of the budget process, the General Manager will report to the Board the change in the March Consumer Price Index ("CPI") for the San Francisco Bay Area (Urban Wage Earners Index) and the Board will determine if a cost of living adjustment ("COLA") shall be granted. If a COLA is approved, the Board shall adopt a revised salary schedule reflecting the COLA in accordance with requirements of applicable public meeting laws. The Board may also approve additional compensation for outstanding performance, and for special or unique circumstances as submitted by the General Manager through further adjustments to the salary schedule in compliance with CalPERS Special Compensation Reportability Requirements.

4. Benefits

In addition to good working conditions and competitive pay, it is the District's policy to provide a combination of supplemental benefits to all eligible employees. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. Additional benefits (leaves of absence) are also covered in the following section.

The following pages contain a summary of the benefits programs the District provides employees and their families. The information presented here is intended to serve only as guidelines. The descriptions of the insurance and other plan benefits highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request.

The District retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the District intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

Section 4.1 Part-Time Benefits

Regular part-time employees will earn benefits on a pro-rata basis proportionate to the employee's full-time equivalency for sick leave, vacation, and holiday pay. An employee qualifies as a full-time employee if they work at least 32 hours per week or 64 hours per pay period. An employee must have approval from the General Manager to transition between full-time and part-time employee.

Section 4.2 Retirement Programs

Social Security

The District participates in Social Security and contributes on behalf of each employee in accordance with the law.

California Public Employees' Retirement System (CalPERS)

Contributions

In addition to Social Security, the District provides retirement benefits to eligible employees through the California Public Employees' Retirement System (CalPERS). CalPERS retirement is a defined benefit plan where benefits are calculated based on a member's years of service credit, age at retirement, and final compensation (average salary for a defined period of employment). The District contributes a percentage of eligible employees' compensation, in amounts specified by CalPERS. In addition, employees contribute a percentage of their District compensation to CalPERS based on their hire date.

Each employee hired on or after January 1, 2013, who is classified as a "New Member" under CalPERS guidelines, must contribute a percentage determined under CalPERS's actuarial calculations; all other employees must contribute eight percent (8%) of their District compensation. Employee contributions are pre-tax for income-tax purposes but are subject to Medicare taxes and applicable Social Security taxes.

With limited exceptions, part-time employees will be enrolled in CalPERS upon completing 1,000 hours of service within the fiscal year.

Benefits

Eligible employees receive benefits under CalPERS for service with the District and prior service credit with other CalPERS member agencies. The applicable benefit depends on the employee's initial hire date with a CalPERS member agency:

Hire Date	CalPERS Benefit
Before December 17, 2011	2.7% @ 55
On or between December 17, 2011 and December 31, 2012	2% @ 55
On or after January 1, 2013	2% @ 62 if a New Member 2% @ 55 if a Classic Member

An employee's classification as “New Member” or “Classic Member” will be determined in accordance with CalPERS guidelines. Generally, which classification applies depends on various factors, including the employee's employment history and prior service credit under CalPERS. Generally, to retire under CalPERS, an employee must have at least five years of credited service with CalPERS and reach the minimum retirement age (age 52 for employees covered by the 2% @ 62 benefit; age 50 for all other employees). The District recommends employees consult with CalPERS directly for additional information.

Retirement Planning Generally

The District encourages its employees to begin planning for retirement at least six months before the effective date so that appropriate CalPERS, Social Security and individual health and life insurance paperwork can be processed in a timely manner. When an employee determines a retirement date, they should notify the General Manager and CalPERS to obtain the necessary forms.

Section 4.3 Insurance

Definitions

"Dependent" for purposes of Section 4.3 means the employee's (a) "spouse" or "domestic partner" and (b) "child" as defined below.

"Spouse" means the employee's spouse under a legally valid marriage.

"Domestic Partner" means another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient under state's domestic partner registration program.

"Child" means the employee's, spouse's, or domestic partner's natural child, stepchild, legally adopted child, or a child for whom the employee, spouse, or domestic partner is the legal guardian, if the child is under age 26. This also includes:

- Unmarried children over the age of 26 who were enrolled before age 26 and are incapable of self-sustaining employment due to physical or mental condition. A physician must certify in writing within 60 days this condition and it is subject to carrier approval.
- Children for whom the employee, spouse, or domestic partner is legally required to provide group health coverage pursuant to a court or administrative order. The child must meet the other child eligibility criteria.

Eligibility

For an eligible dependent to be enrolled in coverage, a copy of a marriage certificate, State of California Declaration of Domestic Partnership form (NP/SF DP-1), birth certificate, or other documentation demonstrating relationship to the employee is required.

NOTE: It is the employee's responsibility to notify the Agency in writing upon divorce, termination of registered domestic partnership, over-age dependent, or any event that changes the status of dependency.

Medical Insurance

All employees must be enrolled in medical insurance. The District offers group medical insurance plans for eligible employees and their eligible dependents through (1) Kaiser Permanente.; and (2) Anthem Blue Cross, including a high deductible health plan option offered by each carrier (Consumer Driven Health Plan).

Employees who enroll in either an available Kaiser or Anthem Blue Cross high deductible health plan will have the option to enroll and, if eligible per IRS guidelines, participate in a health savings account. Any District contributions to an eligible employee's health savings account will be established by Board resolution, and contribution amounts may be amended at the Board's discretion. Eligible employees may also make pre-tax salary reduction contributions to their health savings account not to exceed the limits set forth in the Internal Revenue Code and the North Coast County Water District Flexible Benefit Plan.

For employees hired on or before August 19, 2005, the District will pay 100% of the premium for the employee and their eligible dependents.

For employees hired after August 19, 2005, the District will pay 100% of the premium for the employee and their eligible dependents for the Kaiser traditional HMO plan, or the Kaiser high deductible health plan. If the employee chooses to participate in one of the Anthem Blue Cross medical plans, including the Anthem Blue Cross high deductible health plan, the District will contribute an amount equal to the cost of the premium for the Kaiser medical plan or the Kaiser high deductible health plan, as applicable. The employee must pay the differential. Employees may make pre-tax salary reduction contributions to the North Coast County Water District Flexible Benefit Plan to pay for their share of premium costs.

In the event of the death of a covered active employee, the District will offer the surviving covered dependents COBRA. If any of the covered dependents enroll in COBRA, the District will continue to pay the premium according to the rules above for the surviving spouse or domestic partner, and the dependents of the covered employee up to 36 months or until they enroll in coverage under another group plan (or Medicare), whichever occurs first. The District may require the spouse, domestic partner, or dependent to periodically certify as to their continued eligibility under this policy.

If, at the time of death, the covered active employee would have been eligible for retiree health coverage through the district, the District will continue to pay the premium according to the rules above for the covered dependents until they become eligible for coverage under another group plan. The District may require the spouse, domestic partner, or dependent to periodically certify as to their continued eligibility under this policy.

Retired Employee Health Insurance

The District provides health benefits to retired employees on a tiered system based on hire date. The following applies to all retired employees regardless of their hire date:

A retiree may delete a dependent at any time, and may reenroll the dependent at a later date, if there is a HIPAA qualifying event and the dependent can show proof of continuous coverage since loss of coverage under the District's plan.

If due to a HIPAA qualifying event, a retired employee desires coverage for a new dependent (marriage, birth of child etc.), the retired employee may request coverage from the District and, if the new dependent is eligible for coverage, the retired employee must pay all of the additional premiums for adding the new dependent to the District group Health Insurance plan.

The District may terminate coverage under the District's group Health Insurance for any retiree who fails to pay their share of any premiums required or who enrolls a dependent who does not qualify as an eligible dependent under the terms of coverage described. Additionally, the right to Health Insurance coverage is not a vested benefit and the District reserves the right to amend, alter, increase retiree's share of premiums, change eligibility standards or insurance providers, or terminate coverage in the future. If a retired District employee who receives District-provided post-retirement Health Insurance benefits obtains other health insurance coverage as an active employee of any employer, the coverage under the District's group Health Insurance may become secondary or supplemental coverage to the

insurance provided by the retiree's employer, or the post-retirement District-provided Health Insurance may be reduced in accordance with the District's group Health Insurance plan. All retired District employees who receive post-retirement Health Insurance must notify the District in writing within thirty (30) calendar days from the date the retiree obtains other health insurance coverage as an active employee of any employer. The District also will continue to pay the premiums on its group life insurance policy for eligible retired employees who are receiving payments under this plan. In the case of Medicare-eligible retired employees and their Medicare eligible dependents, the retired employee must be enrolled in Medicare Parts A and B and is responsible for paying their Medicare premiums. Retirees age 65+ who do not enroll in Medicare Parts A and B are not eligible to enroll in or remain enrolled in District retiree health coverage.

Employees Hired on or before August 18, 2005

For covered employees hired on or before August 18, 2005 and their dependents who were covered by those insurance plans for the twelve (12) month period immediately preceding the retirement of the employee from the District ("eligible dependents"), the District will continue to pay some or all of the premiums on its group medical, vision, and dental insurance plans (collectively, "Health Insurance"), subject to the limitations below and in accordance with either of the following two alternatives:

A. If the employee retires from the District at or after age 55 and the employee has at least twelve (12) years of aggregate service with the District at the date of retirement, the District will pay 100% of the premiums for group Health Insurance for the employee and the employee's eligible dependents; or

B. If the employee retires from the District at or after age 50 with at least fifteen (15) years of aggregate service with the District, the District will pay some or all of the premiums for group Health Insurance for the employee and the employee's eligible dependents based on the employee's years of aggregate service with the District at the age of retirement as follows:

Years of Service with the District at Retirement	Percentage of Premium Cost the District will Pay	Percentage of Premium Cost the Employee Will Pay
15-19 years	50%	50%
20-24 years	75%	25%
25 or more years	100%	0%

Employees terminating from the District who do not meet the eligibility requirements as noted above for retiree health coverage, will not be eligible for retiree health coverage through the District and will instead be offered COBRA continuation coverage upon their termination of employment. If the employee or his/her eligible dependents enroll in COBRA, the employee will be responsible for the payment of the COBRA premiums. District.

Employees Hired on or after August 19, 2005, but before May 16, 2013

For employees first hired after August 19, 2005, but before May 16, 2013, the District will continue to pay some or all of the premiums on its group medical, vision, and dental insurance plans (collectively, "Health Insurance") for covered employees and their dependents who were covered by those insurance plans for the twelve month period immediately preceding the retirement of the employee from the District ("eligible dependents"), subject to the limitations below. If the employee retires at or after age 50 with at least fifteen (15) years of aggregate service with the District, the District will pay some or all of the premiums for group Health Insurance for the employee and the employee's eligible dependents based on the employee's years of aggregate service with the District at the age of retirement as follows:

Years of Service with the District at Retirement	Percentage of Premium Cost the District will Pay	Percentage of Premium Cost the Employee Will Pay
15-19 years	50%	50%
20-24 years	75%	25%
25 or more years	100%	0%

Employees terminating from the District who do not meet the eligibility requirements as noted above for retiree health coverage, will not be eligible for retiree health coverage through the District and will instead be offered COBRA continuation coverage upon their termination of employment. If the employee or his/her eligible dependents enroll in COBRA, the employee will be responsible for the payment of the COBRA premiums.

Employees Hired on or after May 16, 2013

For employees first hired by the District on or after May 16, 2013, the District will not provide group medical, vision, and dental insurance plans (collectively, "Health Insurance") for employees (or their dependents) after separation regardless of the employees' age or years of District service at termination. Employees hired on or after May 16, 2013, who separate from employment at the District, will be offered COBRA continuation coverage upon their termination of employment. If the employee or his/her eligible dependents enroll in COBRA, the employee will be responsible for the payment of the COBRA premiums.

Vision and Dental Insurance

All eligible active employees and their eligible dependents must be enrolled in the dental and vision insurance. The District will pay the premiums on its group vision and dental plans for the full-time employee or retired employee and all eligible dependents pursuant to Resolution No. 908

Disability Insurance

The District participates in the State-sponsored short-term disability program. All District employees are automatically enrolled in the California State Disability Program ("SDI"). State disability benefits are

utilized when an employee is injured or hospitalized and the reason for such injury or hospitalization is not job-related. The employee may obtain SDI forms from the District or by calling the State Disability office.

Short-term SDI benefits commence after 30 days of personal illness or injury and extends through 89 days. The District also maintains separate short-term (which supplements the state plan and commences after 30 days) and long-term, insured disability income insurance plans for its full-time employees. Long-term disability benefits commence on the 90th day of an illness or injury.

An employee who is eligible for short-term or long-term disability benefits must apply for such benefits. An employee who fails to apply will not be eligible to utilize accrued sick leave during the time the employee is eligible for short- or long-term disability.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must request a leave of absence. See the Leave of Absence section of this manual for more information. Employees will be required to submit medical certification as requested by the District. Required medical certification under this policy may differ from the medical certification required for any leave of absence requested.

COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) was enacted to protect employees and their eligible family members by allowing them to continue their group health insurance under the employer's plan at affordable group rates. Employees are notified at hiring of their rights under this law and it is the employee's responsibility to notify the District General Manager of any qualifying event (defined below) within 60 days of the event. Specifics of COBRA include:

Qualifications

Any employee/eligible family member who loses regular group eligibility because of a qualifying event is eligible for enrollment under COBRA.

Qualifying Event

Qualifying event is defined by COBRA regulations and includes loss of coverage due to: termination of employment; reduction of hours; death of employee; employee's Medicare entitlement; divorce or legal separation; child ceasing to be eligible; bankruptcy of employer; and expiration of leave criteria. **It is the employee's or eligible family member's responsibility to inform the District General Manager within 60 days when a qualifying event takes place or your eligibility for COBRA may be jeopardized.**

Election Period

After the District is notified, a written notice will be sent to the employee or eligible family member of the right to elect continued coverage, the election period, and premium payments.

Cost

The employee/eligible family member must pay a full monthly premium for each coverage by the first day of each month that the premium(s) is due.

Coverage Available

At the time of the qualifying event, whichever health insurance the employee/dependent is enrolled in (Kaiser, Anthem Blue Cross, Delta Dental, VSP, and Employee Assistance Program) will be considered the coverages available.

Open Enrollment

Purpose: COBRA continuees have the same rights under the plan as active employees. This includes rights during open enrollment periods. When an open enrollment period occurs, COBRA continuees must be informed of their rights.

The Open Enrollment Notification should inform COBRA continuees of the open enrollment period, the options available during the open enrollment period and the monthly premium rates for those options.

It defines COBRA continuees as possible electees, electees and continuees. Possible electees are individuals in their 60-day election period; electees are individuals who have elected but have not yet paid; continuees are individuals who have elected and paid.

Special Note

There can be no interruption of coverage under COBRA.

Non-Payment of Premiums

Participants in COBRA that have defaulted more than 30 days on their portion of the premium payments will be eliminated from the plan and will not be permitted to reenroll.

Cal-COBRA

If the employee has exhausted their COBRA coverage and was entitled to less than 36 months of coverage, then the employee may choose additional continuation coverage under Cal-COBRA up to 18 months. The District will send notification to the COBRA enrollee upon COBRA expiration.

Changes to Policy, Carriers and Plans

The District reserves the right to change benefits, its insurance carriers or other plan provisions at any time.

Plan Documents Control

The benefit plans described above are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. This section of the personnel manual is only meant to summarize the plan. Any questions that arise will be governed by the plan documents. If there is a conflict between the manual and the plan documents, the plan documents control. Plan documents are available from the General Manager or the insurance company. Employees are encouraged to obtain these plan summaries and become familiar with them.

Life Insurance

The District's existing Group Life Insurance Policy provides life insurance for eligible full-time employees and eligible retired employees under age 70 and life insurance for eligible retired employees age 70 and over. The existing policy also provides benefits in the case of accidental death or dismemberment and reduced amounts of life insurance for the lives of dependent spouses and children. The District pays all premiums.

Section 4.4 Deferred Compensation

Regular full- and part-time employees are eligible to participate in the District's Deferred Compensation program. The plan is intended to qualify as an eligible State Deferred Plan within the meaning of Section 457 of the Internal Revenue Code of 1954 as amended and allows the employee up to a maximum contribution determined by law. These programs are strictly voluntary. To enroll in these programs please contact the Accounting Department.

Section 4.5 Holidays

Regular full and part-time employees are entitled to the following paid holidays:

Holiday	Date of Observance
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November

Holiday	Date of Observance
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
Two floating holidays	To be determined

All regular work shall be suspended and employees shall receive one-day's pay for each of the holidays listed above. An employee is eligible for any paid holiday if they are in a paid status the day before and the day after said holiday. Floating holidays are granted on a pro-rata basis to new employees after the probationary period. Floating holidays must be used in each calendar year and may not be carried over.

If a holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday.

If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. If December 25th or January 1st falls on a Saturday or Sunday and employees are given time off on the corresponding Friday or Monday, the General Manager will determine what day the December 24th or December 31st holiday will be observed. Employees serving weekend after-hour duty as described in Section 3.5 on which a holiday falls will receive pay according to Section 3.5 and not this section for the holiday. Floating holidays must be approved in advance by the General Manager or designee.

When an employee is taking an authorized leave with pay when a holiday occurs, said holiday shall not be charged against said leave with pay.

Employees who work part-time will receive holiday time for each of the above holidays, in proportion to their full-time equivalency, regardless of whether the holiday falls on a day during which they are regularly scheduled to work.

Section 4.6 Vacation

Eligible full- and part-time employees earn vacation leave while in a paid status until they reach the applicable accrual cap according to the number of consecutive years the employee has worked for the District. New employees shall begin accruing vacation biweekly on their first day, and after six months of employment shall be entitled to take vacation accrued. Vacation may not be used until it is earned. Vacation will accrue for new employees on a biweekly basis until the January 1 that follows the first anniversary of the employee's hiring date. After that time, vacation will be earned on an annual basis and employees shall be entitled to take vacation accrued in the year following accrual.

Full-time employees shall earn vacation in accordance with the following schedule (part-time employees shall earn vacation on a pro-rata basis based upon this schedule):

Years of Service	Days of Vacation Earned Annually
1	11 (two weeks and one day)
2	12
3	13
4	14
5	15 (three weeks)
6	16
7	17
8	18
9	19
10	20 (four weeks)
11	21
12	22
13	23
14	24
15	25
16	26
17	27
18	28
19	29
20	30 (six weeks)

Vacation leave will not accrue during leaves of absence without pay unless required by law.

After the January 1 that follows an employee's first anniversary of their hiring date, every employee must take at least two weeks (10 working days) of their vacation each year. After the minimum vacation is taken each year, an employee may take their base rate of pay in lieu of time off for the balance of the vacation time they have earned. Any unused vacation above the minimum vacation shall be paid to the employee at their base rate of pay on December 31 following the year it was earned. The General Manager, in their discretion, may allow an employee to carry over up to five (5) days of unused vacation

into the following calendar year. Any employee separating from the District who has accrued vacation leave shall be paid for all accrued vacation at their rate of pay at the time of separation.

Vacations should be arranged so as not to interfere with work requirements. All vacation schedules and changes to vacation schedules must be approved by the General Manager or designee. The General Manager may, during the recruitment process, award an individual with vacation credit to aid in the recruitment process. Such vacation credit may not be utilized until the new employee completes the initial introductory period.

Employees must submit their vacation requests to their direct supervisors in January of each year, if possible, but at least one month in advance for review and approval on the forms provided by the District. Supervisors may approve vacations submitted on shorter notice at their discretion. Vacation requests will be approved in the order they are received. Should a scheduling conflict arise between employees who submit vacation requests for the same time period, seniority shall be the governing factor for resolving such disputes. Should the needs of the District supersede an approved vacation request, the vacation may be revoked by the General Manager or designee. In such cases, the District will reimburse the employee the costs of any prepaid nonrefundable vacation expenses. The District will make every effort to accommodate the vacation requests of its employees.

Section 4.7 Management Leave

Management leave is designed to recognize and compensate for work in excess of an employee's regularly scheduled workweek by exempt employees. Management leave is not based on overtime hours worked on an hour-for-hour basis.

All exempt employees shall receive five (5) days of Management Leave per calendar year. For employees starting or separating service during the calendar year, management leave will be prorated to the nearest half hour based on the number of full pay periods elapsed or remaining during the payroll year. Should the employee terminate their employment or retire from the District and has used more management leave than the prorated amount for the payroll year, the excess used management leave will be deducted from vacation leave hours, then if needed, from the employee's final paycheck without the necessity of the City securing a judgement. Accordingly, unused management leave is not to be compensated. Management Leave may not be carried over from one calendar year to the next and all unused management leave will automatically be erased from the books at the end of the calendar year.

Section 4.8 Certification Program

Many positions at the District require employees to obtain and maintain certain certifications and licenses. Additionally, the District encourages its employees to obtain job-related education above what is required by their positions.

Upon the approval of the General Manager, certification pay shall be paid in addition to regular pay as specified when the certification directly relates to an employee's job and meets the requirements of this policy. An employee may not receive more than a fifteen percent (15%) increase in pay.

Incentive for Certifications

All employees may obtain certain certifications as listed in Appendix B. In addition, employees who are eligible for, and who achieve the certifications and licenses in Appendix B will receive additional compensation as provided in Appendix B and the additional compensation will be prorated based on the number of days of the year the employee had the certification or license. For each full pay period the employee maintains the certification or license, the employee shall receive 1/26th of the additional compensation as indicated. The employee must maintain the certification or license for the entire pay period to be eligible for the additional compensation each pay period. The employee is paid this additional compensation on a biweekly basis.

The District strongly encourages all employees to seek advanced training; however, only the certifications and licenses for the types of employees identified listed in Appendix B qualify for the additional compensation. Incentive pay for certifications and licenses will be paid and reported to CalPERS on a biweekly basis separately from base pay in accordance with the CalPERS rules for special compensation.

Application and Renewal Fees

The District will reimburse an employee for the application fee for a certification or license examination. The District will pay the certification and license fee only once, and an employee who fails an examination must pay the fees for any subsequent attempts at certification or licensure. To be reimbursed for the initial fees, the employee must pay the costs and then request reimbursement with supporting documentation.

The District will pay for renewal fees for certifications or licenses held by the employees that are required by the position job description. It is the employee's responsibility to promptly submit the invoice. If the employee submits the renewal invoice to the District at least ten (10) days before it is due, the District will pay the invoice directly on behalf of the employee. In all other cases, the employee must pay the renewal fees and then submit the invoice for reimbursement after the renewal by the employee. The District will not pay any late fees incurred by the employee because of untimely submission of the invoice for any reason.

Class A and Class B Driver's License Fee

The District will pay the application fee and employee's Class A and Class B Driver's License fee directly to the Department of Motor Vehicles. The District will pay the fee of the required physical examination directly to the physician providing the physical examination. The District will pay the Class A or Class B license fees only once, and an employee who fails a driving examination must pay any subsequent re-testing fees. If the District paid for the application and physical examination fee, and the employee fails to successfully obtain their license while employed at the District, the employee is required to reimburse the District for those fees.

Class A and Class B Driver's License Training

The District will pay for the employee's training to obtain a Class A or Class B Driver's License, and may require the employee to reimburse the District for these training costs if the employee terminates employment with the District within one year after successfully obtaining the license.

Employee Responsibility

An employee who must be certified or licensed for their position as specified in their job description must maintain their certification/license in good standing with the issuing authority.

Each employee is responsible for enrolling, participating in, and keeping track of any and all required training to obtain and maintain the certifications or licenses required by their job description. Employees are required to notify their supervisor immediately if their certificate and/or license lapses so pay can be discontinued.

Retention of Certificate Pay

An employee who received an unsatisfactory performance evaluation or is subject to significant discipline shall automatically lose the additional certificate pay increase and shall not be eligible to reapply for a one-year period after the employee is performing at an acceptable level.

Section 4.9 Education Reimbursement

Education reimbursement is intended to provide an opportunity to expand individual skills and knowledge to enhance job performance and career development. Completion of a training or educational course does not guarantee promotion and is entirely at the discretion of the employee. Employees are eligible for reimbursement for educational training or certification training taken from any college, university or accredited institution. All courses must be job-related, in addition to the requirements of the job specification, and preapproved by the General Manager prior to beginning classes in order to qualify.

Eligible reimbursement expenses for each employee shall not exceed $5,000 per calendar year. Approved expenses include tuition, related class expenses, parking and books. Reimbursement will be made upon submittal of proof of grade and payment of approved expenses. Submittal for reimbursement must be made no later than 120 days following completion of the class.

A grade of "C" or better must be attained for reimbursement of undergraduate level courses and a grade of "B" or better must be attained for reimbursement of graduate level courses.

Seminars and workshops attended at the request of the District will be pre-paid by the District and do not fall under the tuition reimbursement rules.

Section 4.10 Longevity Pay

In order to recognize and reward long-term employees, each employee will receive a salary increase, which shall apply to the employee's then-current salary consisting of base salary shown on the salary schedule, commencing when the employee achieves ten years of service with the District, and with an

additional increase applied to the employee's then-current salary, including any previously earned Longevity Pay increase every five years thereafter as shown in the table below. Although each Longevity Pay increase applies to an eligible employee's current salary at the time the employee achieves the requisite years of service listed on the table below, including any previously earned Longevity Pay increase, all Longevity Pay will be reported to CalPERS separately from base pay in accordance with the CalPERS rules for reporting and paying contributions on special compensation.

Years of Service	Percentage Increase in Employee's Current Salary
10	1
15	2
20	3
25	4
30	4
35	4
40	4

Section 4.11 On-the-Job Injuries and Workers' Compensation

An employee who incurs a job-related injury must notify their supervisor immediately. Employees injured on the job will be taken to the District's medical provider unless the employee has a written letter in their personnel file stating their wish to be seen by a doctor of their choosing. If the employee requires medical attention or is unable to work because of the job-related injury, no sick leave will be charged against their accumulated sick leave for up to thirty (30) days. During the first thirty (30) days, the District will pay the employee their base rate of pay, less any amount received by the employee for workers' compensation~~,~~ if the employee provides a valid workers' compensation claim. The employee must notify the District of the receipt of any workers' compensation and must return any District payment in excess of the employee's base rate of pay less any amount received for workers' compensation.

A full-time employee injured on the job may make application for additional short-term or long-term disability benefits and may integrate sick leave with long-term disability pay or workers' compensation benefits or both, provided the combined payment does not exceed the employee's rate of regular or straight time pay at the time of the job-related injury. No integration under this section will take place until the employee makes written request for this benefit.

Section 4.12 Return to Work Program

In an effort to minimize serious disability due to on-the-job and off-the-job injuries and illnesses and to reduce workers' compensation costs (if applicable), the District has developed a Return-to-Work program.

This policy is consistent with the District's responsibilities under the Americans with Disabilities Act to provide reasonable accommodations to persons with disabilities.

Managers will assist by directing the employee to appropriate care and assisting in proper reporting of the injury or illness while maintaining a positive and constant flow of communication with the injured worker. They will also assist in arranging work which meets "light duty" restrictions, as needed, to reduce lost time. District management staff will work with the workers' compensation carrier (if applicable) and the physician to assist with the assessment of the employee's ability to return to work. Together they will actively encourage the treating physician to release the injured worker to work as soon as possible. By this joint effort, the District will help the injured/ill worker recover at a more rapid rate, gain production for wages paid, minimize the employees' wage loss, and reduce workers' compensation costs.

Section 4.13 Employee Wellness Program

Any regular employee of the District is eligible to participate in the District's Employee Wellness Programs that include an Employee Assistance Program (EAP) and an Employee Fitness Program (EFP).

Employee Assistance Program

The District provides all full-time employees and their dependents with an EAP that provides confidential, professional assistance with personal problems.

Employee Fitness Program

The District will determine annually whether to provide this program based on availability of funding. If provided, each regular employee will be eligible for a one-time reimbursement up to $50 for their enrollment/initiation fee to participate in a qualified fitness program. The District will also reimburse the employee up to $15 per month for the program's monthly fee. Prior to enrollment, an employee must complete the "Employee Fitness Program Reimbursement Form" and obtain approval from the General Manager. The General Manager has the discretion to determine which programs are qualified for reimbursement under the Employee Fitness Program.

Section 4.14 Credit Union

Employees of the District and their dependents are eligible to participate in the credit union which provides a wide variety of financial assistance including automatic payroll deductions. For an application, please contact the Accounting Department or call the credit union directly.

Section 4.15 Telecommuting

It is the policy of the District to provide a telecommuting program as an alternative to the traditional work location approved by the General Manager on a case-by-case basis. The program is designed to achieve increased productivity and effective use of staff work time and promote efficient use of resources.

Telecommuting should only be used as needed for road hazards, inclement weather, emergencies or telecommuting prior to and/or after a scheduled medical appointment. Telecommuting may also be occasionally used to promote staff and resource efficiency, particularly for offsite meetings or appointments where telework would increase staff efficiency. Telecommuting is not an employee right but may be offered by the District based upon business needs. Unless the General Manager specifies otherwise in writing, overtime-eligible employees may not have remote access to District equipment, resources, or email.

Eligibility

Employees authorized to telecommute must have job duties appropriate for telecommuting; certain positions may be ineligible for participation due to business necessities. The District shall make the final determination of whether an employee's position is appropriate for telecommuting and if the employee meets the telecommuting eligibility standards. Only regular employees who have completed their initial introductory period and have demonstrated successful competency in the essential functions of their position are eligible for participation. Additionally, employees must meet the following minimum work standard eligibility requirements including, but not limited to:

A. Prior performance evaluation on file documenting performance that meets or exceeds standards across all listed performance measures and demonstrates employee ability to work independently;

B. Employee has demonstrated, to the supervisor's satisfaction, their capability to work productively without direct supervision (e.g. consistent high performance, excellent attendance, a positive attitude towards the work, self-motivation, and no relevant discipline in the employee's work history);

C. Clear work objectives can be set, tasks can be clearly defined and results are measurable;

D. Job duties allow the employee to be away from the District's worksite;

E. Telecommuting does not impede other employees or work groups from performing their job duties, impact the District's business needs, or diminish the operations of the District;

F. Telecommuting does not reduce service to internal or external customers; and

G. Supervisor is able to manage the employee remotely.

Expectations

Employees remain obligated to comply with all District rules, policies, practices and instructions while telecommuting.

Work hours, overtime compensation, and schedules will conform to District policies and practices, the Fair Labor Standards Act and to any other terms agreed upon by the employee and supervisor, except that those terms may not violate the laws/provisions stated above.

Employees will work at a designated location during regular working hours. Attendance and punctuality must be maintained during telecommuting, unless otherwise approved in advance.

Expectations must be pre-established between the employee and supervisor regarding work assignment(s), productivity level, and productivity measurements to be used when employee is telecommuting. Timeliness, quality, and quantity of work must be maintained.

Employee agrees not to engage in non-employment activities other than District assignments during telecommuting hours. The opportunity to telecommute is offered only with the understanding that it is the responsibility of the employee to ensure a proper work environment is maintained (e.g., dependent care arrangements are made so as not to interfere with the work, personal disruptions such as non-business telephone calls and visitors are kept to a minimum, etc.). Failure to maintain a proper work environment, as determined by management, will provide cause for an employee's immediate termination from the agency's telecommute program.

Equipment

District-provided equipment is not an entitlement for telecommuters; the District may provide equipment, but is not obligated to do so. The District retains ownership of all equipment and/or licenses provided.

Any variable expenses accrued as a result of the employee choosing to telecommute will be borne by the employee. The District will not reimburse an employee for expenses related to an internet connection (or other utilities or maintenance costs) for the remote work site, or for their personal purchase of printer ink or toner. Employees should arrange their schedule to print documents while at their official workstation. Supplies required to complete assigned work at the remote work site shall be obtained from the District during the employee’s in-office work periods.

The employee is responsible for ensuring that equipment used during telecommuting is used properly. In the event of equipment malfunction, the employee must notify their supervisor immediately. If repairs will take some time, the employee may be asked to report to the District office until the equipment is usable. Repairs to employee-owned equipment will be the responsibility of the employee.

Employees are responsible for following all security guidelines including ensuring software and applications are currently updated with security patches, maintaining a personal firewall and updated anti-virus and anti-spyware programs, and keeping their operating system configured securely.

Work Location

The District’s responsibility and accountability for employees’ health and safety while telecommuting is essentially the same as that when employees work in their assigned District work location. For this reason, employees are required to maintain a designated workspace at home or other approved remote workspace. The employee must designate a workspace that is maintained in a safe condition, free from hazards so that it complies with all laws regulating work areas.

Standard Workers' Compensation practices apply, and employees are covered by applicable laws for illness or injury occurring during the course and scope of work. If injured while working remotely, the employee must report the injury to the supervisor immediately, following standard District reporting procedures.

The District does not assume responsibility for injury to any persons other than the employee at the employee's remote workspace within it, or any other remote workspace. The District is not liable for damage to the employee's real property.

As part of telecommuting responsibilities, the employee must ensure that safety and ergonomic standards are met in the workspace. The District may have the remote workspace inspected for compliance with health and safety requirements.

Employees must have a method for expediently receiving and responding to communications (phone calls, messages, mail, etc.) from other staff, supervisors, and when applicable, the public.

The employee will take all reasonable precautions necessary to secure District information and equipment in their workspace and prevent unauthorized access to any District system or information. Data and information used by telecommuters must be treated with the same caution and respect that confidential material is given in the office.

Termination of Participation

The District may terminate the telecommuting program for any reason, at any time, with advance written notice to the employees. Whenever feasible such notice will be provided at least thirty (30) calendar days prior to the termination of the program.

Because participation in telecommuting is voluntary, the District may terminate an individual employee's participation in the program without cause, at any time, with two weeks' advance written notice.

5. Leaves of Absence

Section 5.1 Sick Leave

Sick leave is paid leave from work that can be used for the following purposes:

A. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or designated person (defined individually on an annual basis as any individual related by blood or who's association is equivalent of a family relationship); or,

B. For an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety or welfare of the employee or their child; or ii) obtain medical attention or psychological counseling, services from a shelter, program or crisis center; or participate in safety planning or other actions to increase safety.

To utilize sick leave to attend medical appointments, employees must first seek prior approval from their supervisor.

Sick Leave Accrual

Regular full-time employees accrue sick leave each pay period on a prorated basis equivalent to one-day credit for sick leave with pay for each month of service and will be eligible to use sick leave after 90 days of employment. A regular full-time employee will continue to accrue one day of sick leave with pay for each month of service, credited at the end of each biweekly pay period. If an employee does not utilize all sick leave accrued in the year it was accrued, it will accumulate without limitation from year to year. Accrued sick leave credits are recorded in District records, and an employee's use of sick leave credits is charged against the employee's sick leave account at the time of use.

Regular part-time employees accrue sick leave on a prorated basis.

Temporary Employees will accrue sick leave of .75 days of sick leave per month after 30 days on the job for full time (40-hour week), prorated if less.

Recruitment

The General Manager may grant sick leave to a new employee to aid in the recruitment and/or hiring process.

Rules Governing the Use of Sick Leave

Partial Day's Absence

Employees may use a partial day of sick leave and it will be deducted from their sick leave time to the nearest quarter hour.

Notification to Supervisor

Unless unforeseen and extenuating circumstances arise, in order to receive compensation when a sick leave absence must occur, employees must notify their supervisor prior to one (1) hour from the time set to begin their daily duties. This timeframe may be specified by the supervisor based on operational needs. If supervisor is unavailable, employee must notify the Assistant General Manager or the General Manager or designee.

Absences of five days or more: When an absence is for five workdays or more, the employee may be required to file a physicians' certificate with their supervisor, stating the cause of the absence.

If the employee's supervisor is not responsive or not available, the employee must contact the General Manager or Accountant to report their absence.

Absences of Five or More Consecutive Sick Days

The District is concerned about the well-being of its employees. In keeping with this concern, employees should not return to work following an extended absence necessitated by an illness or injury without their health care provider's approval. Employees who are absent from work for five or more consecutive working days due to their own illness or injury therefore must submit a satisfactory written health care provider's statement to the General Manager before returning to work and resuming their duties. The health care provider's statement must verify that the employee is able to return to work without presenting an immediate and significant risk to the employee's health or safety of others. The District will make reasonable accommodations for disabled individuals where it would not result in undue hardship to do so and is consistent with its legal obligations.

Receiving Sick Leave After Applying for Disability Insurance

An employee who applies for short-term or long-term disability benefits may continue to use their sick leave until the employee begins receiving benefits under the disability program. The employee is required to notify the District in writing immediately when first receiving disability benefits. Accrued sick leave benefits will be used to supplement disability benefits only to the extent necessary to provide a combination of sick leave and disability benefits equal to the employee's straight-time compensation immediately before the beginning of the illness or disability. The employee must make a written request to integrate sick leave with disability benefits in this way.

Use of Sick Leave During Workers' Compensation Injury/Illness Absence

When the employee authorizes, any difference between the amount granted pursuant to Workers' Compensation and the employee's regular pay may be paid through use of the employee's accumulated sick leave, vacation, and personal leave, if any. The employee will continue in paid status and receive their pay until their accumulated sick leave and other leave balances have been depleted to the nearest hour.

Payment for Unused Sick Leave

Sick leave benefits are not payable upon termination of the employment relationship with the District. However, an employee who terminates the employment relationship on the basis of retirement, disability (includes termination at the conclusion of the maximum medical leave of absence period), or death, shall be paid for their unused accrued sick leave, up to a maximum of 120 days, at 100% of the employee's base rate of pay at the time of retirement, disability separation, or death. Employees may also use accumulated sick leave to supplement their CalPERS retirement pension and should consult with CalPERS for more information.

The District will make the payment as requested by the employee to the extent feasible, but the District has the discretion to pay the funds in a lump sum or in biweekly payments over a period of time not to exceed 12 months.

Section 5.2 Family and Medical Leave

Introduction

The District will grant leaves of absence to employees in accordance with applicable law, as outlined below. An employee must submit to the General Manager a written request for a leave giving reasonable notice (preferably at least two weeks), specifying the purpose and the anticipated dates of the leave. Employees may choose to exhaust their sick leave or use their vacation to provide pay during any period of otherwise unpaid leave. Employees on leaves of absence who are no longer receiving income from general leave accruals shall not accrue general leave during their leaves, nor shall they be eligible for holiday pay. If an employee fails to return from an approved leave of absence on the scheduled date, absent an approved extension of the leave, after three days it will be assumed that the employee does not plan to return, automatically terminating their employment with the District.

An employee taking leave will be allowed to continue participating in any health and benefit plans in which they were enrolled before the first day of the leave for up to a maximum of 12 workweeks at the level and under the conditions of coverage as prior to the leave, as explained below. The District will continue to make the same health insurance premium contribution as if the employee had continued working. The employee will be required to contribute their portion of the premium on the same basis as would have been required during active work status, including payment of any premium for elected dependent coverages of their portion of the monthly premium. If the employee remains on an approved leave after the maximum 12 workweeks, the employee may elect to continue health insurance coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA).

The application and interpretation of this policy will be at the discretion of the District. The District's interpretation and actions will be consistent with the intent and provisions of state and federal leave laws.

Leaves granted under the California Family Rights Act ("CFRA"), the California Pregnancy Disability Leave Law, the Workers' Compensation Act and other leaves run concurrently as appropriate and as sanctioned by law.

Family and Medical Leave Act ("FMLA"),

The District is required to offer this leave to employees. Only employees of an organization with 50 or more employees within a 75-mile radius are eligible. Therefore, District employees are not currently eligible to receive FMLA protections.

California Family Rights Act

California Family Rights Act (CFRA) laws may apply at a particular time during a leave. Under the CFRA, an eligible employee is entitled to take up to a maximum of 12 workweeks of unpaid family/medical leave within any rolling 12-month period. Eligible employees may also be entitled to an additional 12 workweeks to care for a covered service member, as explained below. If the employee is eligible for CFRA and is disabled due to pregnancy, childbirth or a related medical condition, they may be eligible to take additional leave as described in the "Pregnancy Disability Leave" section. Leave granted under any of the reasons provided by state law will be counted as family-medical leave and will be considered as part of the 12-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date the employee's first day of CVRA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. There is no carryover of unused leave from one 12-month period to the next 12-month period.

Eligible Employees

To be eligible for leave under the CFRA, the employee must have been employed at the District for at least 12 months and worked at least 1,250 hours in the 12-month period immediately preceding the commencement of the leave. Hours used for vacation or sick leave do not count towards the total of 1,250 hours worked.

Reasons for Leave

The leave is to be used for the following purposes:

A. The birth of a child to an employee and to care for such child;

B. The placement of a child for adoption or foster care, and in order to care for the newly placed child;

C. To care for a "covered relation" (which includes a spouse, registered domestic partner, son, daughter, parent, parent-in-law, grandparent, grandchild, sibling, and designated person) who has a serious health condition; and/or

D. Because of a serious health condition that renders an employee unable to perform an essential function of their position.

E. For any "qualifying exigency" (defined by Section 3302.2 of the Unemployment Insurance Code) because the employee is the spouse, son, daughter, or parent of an individual on active military

duty (or has been notified of an impending call or order to active duty) in the Armed Forces of the United States; or

F. An employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service member.

Leave for the birth or placement of a child (Reasons "A" or "B" above) must be completed within the 12-month period beginning on the date of birth or placement. If both parents are employed by the District and are entitled to bonding leave, each parent is entitled to take 12 workweeks of CFRA leave during any 12-month period.

Under CFRA, medical leave for reason "D" above does not include a disability caused by pregnancy, childbirth, or related medical condition since this is covered by a separate state law, Pregnancy Disability Leave (PDL), which is described below. The 12 weeks of CFRA leave does not begin until after the employee ends PDL (which can last a maximum of 4 months). After the employee finishes PDL, then the employee may take up to 12 weeks of CFRA leave for reason "A."

Employees requesting family and medical leave must provide 30 days advance notice when leave is "foreseeable." Where the leave is not foreseeable, the request should be made as soon as practicable. The requests must be made in writing and include the starting date of the leave, the reason for the leave, and the anticipated termination date of the leave.

Minimum Duration of Leave

If leave is requested to care for a child, parent, spouse, domestic partner, grandparent, grandchild, sibling or the employee themselves with a serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this Policy is required.

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

Serious Health Condition

A serious health condition is an illness or condition that involves either an overnight stay in a medical facility, or continuing treatment by a healthcare provider for a condition that prevents the employee from performing the functions of their job or prevents the family member from participating in school or daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a healthcare provider or one visit and a regimen of continuing treatment or incapacity due to pregnancy or a chronic condition.

Pregnant employees who have taken a PDL leave due to a pregnancy related disability are entitled to up to 12 workweeks of CFRA bonding leave in addition to their PDL leave; such employees should contact their supervisor regarding their individual situation. Any leave taken for the birth, adoption or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the reason of birth or placement of a child will be granted in minimum amounts of two weeks. Any bonding leave must be concluded within one year of the birth or placement of the child with the employee.

No Work While on Leave

Except for service in the Armed Forces, the taking of another job while on family and medical leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

Notice to Employer of Leave

If the need for family/medical leave is foreseeable, the District must be given at least 30 days' prior written notice. If this is not possible, the District must be given notice as soon as practicable (generally the same day or next business day after knowledge of the need for leave, depending on the circumstances), compliance must be maintained with the District's noticing and procedural requirements when requesting leave, absent unusual circumstances. Failure to provide such notice may be grounds for delay of leave approval. Where the need for the leave is foreseeable, failure to provide medical certification within 15 days of the District request will result in denial of the family leave until such time as the medical certification is provided. In instances where the leave was not foreseeable and the leave has commenced, failure by the employee to provide medical certification within 15 days of the District's request may result in denial of the employee's continuation of leave. Additionally, when planning a medical treatment, an employee must consult with their supervisor regarding the dates of such treatment in order to minimize disruption to District operations.

For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

When providing notice, sufficient information must be provided for the District to determine if the leave may qualify for CFRA protection (guidelines are below), and the anticipated timing and duration of the leave. Employees also must inform the employer if the requested leave is for a reason for which CFRA leave was previously taken or certified.

Certification

The following provides guidelines for adequate certification and recertification as needed:

Employee's Own Serious Health Condition: Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to

work at all or is unable to perform any one or more of the essential functions of their position. Upon expiration of the time period the health care provider originally estimated that the employee needed for their own serious health condition, the employee must obtain recertification if additional leave is requested.

Family Member Serious Health Condition*:* Employees who request leave to care for a child, parent, domestic partner, spouse, grandparent, grandchild, or sibling who has a serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, parent-in-law, domestic partner, spouse, grandparent, grandchild, or sibling and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, domestic partner, spouse, grandparent, grandchild, or sibling. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, arranging third party care for the covered family member, and directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employee must obtain recertification if additional leave is requested.

When the need for updated medical recertification for additional leave is needed, even if taken for the same medical condition, employees have 15 calendar days to provide the requested recertification. Failure to provide requested recertification within 15 calendar days, except where it is not practical under the circumstances, may result in delay of further leave until the certification is provided.

Qualifying Exigency Leave Documentation: A request for qualifying exigency leave must include a copy of the military member's active-duty orders or other documentation issued by the military branch which indicates that the covered military member is on active duty or called to active-duty status in support of a contingency operation, and the dates of the covered military member's active-duty service. Certification must be provided that includes the following information: (1) a statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which CFRA is requested, accompanied by any available documentation that supports the request; (2) the approximate date on which the qualifying exigency commenced or will commence; (3) the beginning and end dates for the absence; (4) if the leave will be taken on an intermittent or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency; and (5) if the qualifying exigency involves meeting with a third party, appropriate contact information for that individual or entity and a brief description of the purpose of the meeting.

A request for military caregiver leave must be supported by a certification, including a medical certification.

Reporting While on Leave

If leave is taken because of an employee's own serious health condition or to care for a covered relation with a serious health condition, notice must be given as soon as practicable (within two business days, if feasible) if the dates of leave change or are extended or initially were unknown. Requests for extensions

of leave must include the revised dates and duration of the leave. Employees on leave may need to report periodically on their status during the leave period. An employee who falsely claims leave under this policy or supplies false information in an attempt to obtain leave under this policy shall be subject to disciplinary action up to and including termination.

Leave Is Unpaid

Family/medical leave is an unpaid leave. Employees are required to utilize their accrued sick or substitute accrued vacation time for all family care and medical leaves. The substitution of paid time for unpaid family/medical leave time does not extend the length of leave provided by the law. Also, family/medical leave may run concurrently with other types of leave. Employees on a medical leave may also receive pay from short-term or long-term disability payments, or state disability or paid family leave benefits, or workers' compensation benefits, if applicable, according to the terms of those plans. The fact that an employee may receive compensation under these plans does not extend the length of the family/medical leave provided by the law.

Benefits Continuation

An employee taking family/medical leave will be allowed to continue participating in any health and benefits plans in which they were enrolled before the first day of the leave (for up to a maximum of 12 workweeks in a 12-month period) under the conditions of coverage as if the employee had continued in employment for the duration of such leave.

The District will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under CFRA (i.e., for all other family care and medical leaves). In some instances, the District may recover premiums paid to maintain health coverage for an employee who fails to return to work following family/medical leave. If the employee remains on an approved leave after the maximum 12 workweeks the employee may elect to continue health insurance coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Employees on CFRA leave will not continue to accrue vacation or sick leave during unpaid CFRA leave.

Intermittent and Reduced Schedule Leave

Leave due to a serious health condition may be taken intermittently (in separate blocks of time due to a single serious health condition) or on a reduced schedule (reducing the usual number of hours the employee works per workweek or workday) if medically necessary as determined by the healthcare provider of the person with the serious health condition. Certification that such schedule is medically necessary must be provided. Qualifying exigency leave may also be taken intermittently or on a reduced-leave schedule.

If leave is taken intermittently or on a reduced schedule, the District retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

Reinstatement After Leave

Upon expiration of leave, the District will return an employee to the position of employment held when the leave commenced, or if not practicable due to operational needs, to an equivalent position with equivalent benefits and pay.

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had they not gone on leave, or if the employee's job has been eliminated during the leave and there is no equivalent or comparable job available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using family/medical leave.

Certification

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform their job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

The District may also deny reinstatement to an employee who fails to provide certification that they are fit for duty and able to return to work after family leave based on the employee's own serious health condition.

Section 5.3 Pregnancy Disability Leave

Under the California Fair Employment and Housing Act (FEHA), all employees are eligible to take a disability leave due to pregnancy, childbirth or related medical conditions for the period of time they are disabled, up to a maximum of four months, in addition to any Family and Medical Leave to which they may be entitled. If affected by pregnancy or a related medical condition, they are also eligible to transfer to a less strenuous or hazardous position/duties if such a transfer is medically advisable and can be reasonably accommodated.

The disability leave does not need to be taken in one continuous period of time but can be taken on an as-needed basis. If possible, the employee must provide their supervisor with at least 30 days advance notice of the date for which the disability leave is sought or transfer begins and the estimated duration of the leave. If 30 days advance notice is not possible due to a change in circumstances or a medical emergency, notice must be given as soon as practical.

Employees must provide certification from their healthcare provider of pregnancy disability or the medical advisability for a transfer.

The employee returning from pregnancy leave is entitled to return to the same position, unless that position no longer exists due to operational necessity. In this case the employee will be returned to a comparable position with equivalent benefits and pay.

An employee taking pregnancy disability leave must utilize any available sick leave and once exhausted may, at their option, substitute any accrued vacation time for unpaid leave. The substitution of paid leave does not extend the total duration of pregnancy disability leave to which the employee is entitled.

During this leave, the District will maintain any group health and benefits plans to the extent coverage would be maintained if the employee had been actively at work during the leave period. If the employee remains on an approved leave after the maximum allowed time the employee may elect to continue health insurance coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA)

Section 5.4 Other Disability Leaves

In addition to medical or pregnancy-related disability leaves described above, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability under the ADA or FEHA. While the leaves in this section are listed separately, they may be protected under CFRA or both and may run concurrently with those leaves. The following subsections provide specific requirements for each respective leave.

If upon return from leave an employee is unable to perform the essential functions of their job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these policies (please see Section 2.5 for more information).

Section 5.5 Administrative Leave

The General Manager or their designee may place an employee on administrative leave for an indefinite period of time for various disciplinary and non-disciplinary reasons. During this administrative leave, the employee may accrue general leave benefits if remaining in a paid status.

Employees may request a personal administrative leave of absence without pay, for a reasonable period of time up to one hundred and twenty (120) days. Requests for leaves of absence will be considered based on the length of service, performance, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact on the District.

A request for a personal administrative leave of absence must be submitted in writing and approved in writing by the General Manager before leave begins. It is the employee's responsibility to report to work at the end of the approved leave. If the employee fails to report to work on the day after the leave expires, the employee will be considered to have voluntarily resigned.

The District does not pay for group insurance premiums during any portion of a non-mandated, unpaid leave of absence beyond the end of the month in which the leave begins. Accordingly, the premiums beyond that point for such coverage are the responsibility of the employee and offered through COBRA. In order to keep the insurance in force, premiums for the period of the leave must be paid according to the schedule outlined in the COBRA notification form.

Section 5.6 Bereavement Leave.

In the event of the death of a current spouse, registered domestic partner, child, parent, legal guardian, sibling, grandparent, grandchild, child-in-law, parent in law, or designated person (defined individually on an annual basis as any individual related by blood or who's association is equivalent of a family relationship) full-time exempt employees who have been employed by the District for at least 30 days may take up to five (5) work days off with pay with the approval of the District. One day's leave with pay will be granted to attend the funeral for any other close relative. Such leaves are with pay and do not count against either vacation or sick leave. The General Manager may extend the bereavement leave period when they determine special circumstances exist.

Section 5.7 Military Leave

Employees may take time off to fulfill their annual training obligation or, if required, to report for active military duty. Military leave is governed by provisions of federal law and the Military and Veterans Code of the State of California. Military leave is generally unpaid, although employees may use accrued but unused vacation time in lieu of unpaid leave. Upon return from duty and notification to the District of an intent to return to work, employees will be returned to their former position or to one of like status and pay, to the extent required by applicable laws.

Spouses and registered domestic partners of those in the military are entitled to up to 10 days of leave during the time in which the employee's spouse or domestic partner is on a leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Section 5.8 Jury Duty or Witness Leave

The District will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable notice. The District will also provide employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order. Such leave is with pay.

Employees should notify their supervisor of the need for leave as soon as a notice or summons from the court is received. Written verification may be requested from the court clerk of having served. If work time remains after any day of jury selection or jury duty, employees are expected to return to work for the remainder of their work schedule if practical. Any mileage allowance, per diem, or other reimbursements paid by the court to the employee for jury services are to be remitted to the District.

Section 5.9 Voting Time Off

Employees who do not have sufficient time outside of their regular working hours to vote in a state, federal or local election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most time for voting and the least time off work.

Section 5.10 Domestic Violence/Crime Victims' Leave

The District will provide time off to an employee who has been the victim of domestic violence or sexual assault to help ensure the health, safety or welfare of the victim. This includes time off for court proceedings, counseling, medical attention, and participation in safety planning programs.

If at all possible, employees should provide reasonable advance notice of the leave. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide the District with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

The District will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of a crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The District requires that, where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee must provide the District with a copy of the notice within a reasonable time (15 days).

Section 5.11 Volunteer Firefighter, Reserve Peace Officer and Emergency Rescue Personnel Leave

Non-exempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Employees who are volunteer firefighters are also eligible for leave of up to 14 days per calendar year for fire or law enforcement training. Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay. Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

Section 5.12 Bone Marrow and Organ Donation Leave

Employees who have been employed for at least 90 days and who are donating an organ may take a paid leave of absence not exceeding 30 business days (and which may be taken in one or more periods) in any one-year period. Employees who are donating their bone marrow to another person may take a paid leave of absence not exceeding five (5) business days (and which may be taken in one or more periods) in any one-year period. An additional unpaid leave of up to 30 business days in a 12-month period may be granted to an employee donating an organ.

Requests for leave must be made in writing as far in advance as possible. Employees must provide a written medical certification from their health care provider to the District that shows that they are a bone marrow or organ donor and that there is a medical necessity for the donation.
Bone Marrow and Organ Donation leave is a paid leave; however, employees are may use use up to five (5) days of accrued sick or personal leave for bone marrow donation, and up to two (2) weeks of accrued sick or personal leave for organ donation.

For the duration of the absence, health and life insurance benefits ordinarily provided by the District, and for which an employee would be otherwise eligible, will be continued for a maximum period of twelve (12) weeks from the start of the leave. During this time, the employee will be required to contribute their portion of the premium on the same basis as would have been required during active work status, including payment of any premium for elected dependent coverages. If the employee remains on an approved leave after the maximum 12 workweeks the employee may elect to continue health insurance coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA)

When ready to return to work after a Bone Marrow or Organ Donation leave, an employee's health care provider must provide certification to the District that the employee is able to safely perform all of the essential functions of their position with or without reasonable accommodation. Except as otherwise allowed by law, employees are entitled, upon return from leave, to be reinstated in the position held before the Bone Marrow or Organ Donation leave, or to be placed in a comparable position with comparable benefits, pay, and terms and conditions of employment.

Section 5.13 School or Licensed Daycare Activity Leave

Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades one (1) through twelve (12), or who are in a licensed child care facility, shall be allowed up to 40 hours each school year, not to exceed eight (8) hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or re-enroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency, or as a result of a school's disciplinary action.

Employees must provide reasonable advance notice to their supervisor of the planned absence. The leave is unpaid unless the employee uses vacation leave. The employee may be required to provide documentation from the school or licensed child care facility as verification that the employee participated in school or child care facility activities on a specific date and at a particular time.

Section 5.14 Crime Victim/Victim Family Member Court Attendance Leave

Any employee who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides the District a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court/governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim, is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or personal time off.

Section 5.15 Crime Victim/Family Member Victim's Rights Proceedings Leaves

Any employee who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or personal time off.

Section 5.16 Leave for Victim of Domestic Violence, Sexual Assault, or Stalking to Obtain Restraining Orders or Injunctive Relief

Any employee who is a victim of domestic violence, sexual assault, or stalking may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or their child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use sick leave, accrued vacation or paid leave, or personal time off.

Section 5.17 Leave for Victim of Domestic Violence, Sexual Assault, or Stalking to Obtain Medical Attention or Counseling or Safety Planning

Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the District within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use sick leave, accrued vacation or personal leave, or personal time off.

Section 5.18 Leave for Reproductive Loss

Any employee who suffers a reproductive loss event, which is the day, or final day of a multiple event day has the right to take an unpaid leave of absence of up to 5 days per event, not to exceed 20 days in a 12-month period. The 5 days do not need to be consecutive but must be taken within 3 months of the

event. Reasons for leave include failed adoption, failed surrogacy, miscarriage, stillbirth, and unsuccessful assisted reproduction. The employee may choose to use sick time or vacation time during the leave period. No documentation is required.

6. Employee Relations

Section 6.1 Performance Evaluations

Purpose

Evaluations provide a basis for salary adjustments, to determine potential for promotion, to notify the employee of performance deficiencies, and to help the employee plan and obtain career growth.

All employees will meet with their immediate supervisor to discuss their performance and their written evaluation after their six-month introductory period, and annually thereafter. If an employee is promoted, the employee will be evaluated after six months of performance in their new position. The employee shall sign the evaluation to acknowledge its contents and that they have met with their supervisor to discuss the evaluation. The employee's signature shall not mean that they endorse the contents of the evaluation.

The General Manager may extend the introductory period should additional time be warranted to successfully evaluate the employee, not to exceed an additional three months. At the conclusion of the three-month extension, a final performance evaluation will be performed and will either result in the successful completion of the introductory period, or with the individual's release from employment.

Evaluations do not constitute adverse employment action and are not subject to the complaint procedure. An employee does not have the right to appeal any matter relating to the content of a performance evaluation. Instead, the employee may comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within ten (10) days after the employee receives the evaluation.

Section 6.2 Discipline and Terminations

At all times, the District expects employees to perform to the best of their abilities and to conduct themselves appropriately. If an employee performs at an unsatisfactory level, violates a policy, or commits inappropriate acts, they will be subject to discipline. Because all employees of the District are considered at-will, serving at the pleasure of the General Manager, they may be terminated at any time with or without cause and without notice. However, the District, at its discretion, may also administer a progressive discipline system. Progressive discipline is not mandatory, and the District reserves the right to deviate from any order or form of progressive discipline.

Depending on the severity of the violation of the standards of conduct, the following are types of progressive discipline which the District may impose:

A. Counseling Memorandum: A counseling memorandum will be provided to an employee to identify a failure of appropriate conduct or performance issue, the performance the employee is to demonstrate in the future, and the consequences for failure to correct the behavior or problem. A counseling memorandum will be retained in the supervisor's file until the completion of the evaluation year, and then documented in the performance evaluation, as the supervisor deems necessary.

B. Verbal Reprimand: A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor deems necessary.

C. Written Reprimand: A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation. The employee has the right to have their written rebuttal attached to the reprimand in the employee's personnel file if the employee submits the rebuttal to the General Manager or designee within 14 days after the reprimand is received.

D. Suspension Without Pay: The District may suspend an employee from their position without pay, for cause. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final and documented in the performance evaluation. Employees who are exempt from Fair Labor Standards Act (FLSA) overtime will only be suspended as authorized by the FLSA.

E. Demotion: The District may demote an employee from their position to a lower position, for cause. Documents related to a demotion shall become part of the employee's personnel file when the demotion is final and documented in the performance evaluation.

F. Termination: The District may terminate an employee from their position, with or without cause. Documents related to the termination shall become a part of an employee's personnel file when the termination is final.

Section 6.3 Standards of Conduct

By accepting employment, individuals have a responsibility to the District and their fellow employees to adhere to certain codes of behavior and conduct. The purpose of these rules is not to restrict or impair any right to free speech, but rather to be certain that a common understanding exists as to what the District considers acceptable and unacceptable conduct. It is intended that the rules of conduct listed below will assist in creating a positive, productive workplace and serve the best interests of the District.

Obvious examples of unacceptable activities are noted below and this list is not exhaustive. Other District policies address unacceptable and criminal behavior as well. Violations of these policies are subject to disciplinary action up to and including termination as outlined Section 6.2.

Unacceptable Activities

A. Generally, conduct which is disruptive or damaging to the District;

B. Falsification of timekeeping records;

C. Dishonesty; falsification or misrepresentation on an application for employment or other work records; lying about sick or personal leave; falsifying reasons for a leave of absence or other data requested by the District; alteration of District records or other District documents;

D. Theft or inappropriate removal or possession of District property or the property of fellow employees;

E. Boisterous or disruptive activity in the workplace;

F. Negligence or any careless action leading to damage of District-owned or customer-owned property or which endangers the life or safety of another person;

G. Obscene or abusive language toward any supervisor, employee or customer; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on District premises;

H. Insubordination or other disrespectful conduct; refusing to obey instructions properly issued by a supervisor pertaining to an employee's work; refusal to assist on a special assignment;

I. Violation of security or safety rules or failure to observe safety rules and/or practices; failure to wear required safety equipment; tampering with District equipment or safety equipment;

J. Creating or contributing to unsanitary conditions;

K. Smoking in prohibited areas;

L. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace;

M. Unauthorized absence from work station during the workday; sleeping or loitering during working hours;

N. Originating, spreading, and taking part in malicious gossip or rumors about employees of the District;

O. Unauthorized disclosure of confidential information; giving confidential or proprietary information to competitors or other organizations or to unauthorized District employees; breach of confidentiality of personnel or District information;

P. Violation of District rules or policies; any action that is detrimental to the District's efforts to operate successfully;

Q. Unsatisfactory or careless work; failure to meet production or quality standards as explained to an employee by their supervisor;

R. Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on District premises;

S. Conducting a lottery or gambling on District property;

T. Failure to immediately report any damage or accident involving District equipment and vehicles; and/or

U. Failure or refusal to comply with the work schedule, including mandatory overtime.

Section 6.4 Off-Duty Conduct

Employees engaging in unacceptable activity or behavior while not at work may still be the subject of disciplinary action at work if the misconduct:

A. Has a nexus to the employee's job or reflects adversely on the employee's ability to do their job; and/or

B. Presents a conflict with the District's business or impairs efficient operation of the District.

Section 6.5 Outside Relations/Media Contact

You are not permitted to give or report any information or news about the District, another employee, outside vendor, client, or consultant to anyone outside of the District. You should forward any such request, whether verbal or written, to the General Manager for handling.

Section 6.6 Staff Reductions

Selection

In the event District Management determines that a reduction in staff is necessary, layoffs may occur. Employees within a position affected by layoff shall be considered for retention based upon their length of employment.

Length of employment includes all days of employment in attendance at work and on authorized or legally-protected leaves of absence. Length of service does not include unauthorized periods of leave or suspension or layoff. Within each classification, employees will be laid off in the following order: temporary; part-time; probationary; and regular status. If two or more employees in a classification to be laid off have the same length of employment, the employee to be laid off will be based upon the District's discretionary review of the employees' most recent performance reviews.

The District may also decide to reduce staff on a selective or partial basis by imposing short-term leaves of absence without pay for employees or by asking all employees within a job position to work less than a full-time schedule.

Rehire

Employees subject to layoff are eligible for rehire for a period of up to one year following their layoff to any vacancy in their position or in a lower position for which they are qualified. An employee on layoff

who is offered reinstatement and declines, forfeits any rights to further offers to rehire under this section.

Section 6.7 Exit Interview

Should an employee resign voluntarily, the General Manager or designee may conduct an exit interview. This interview allows the departing employee to communicate views on their work with the District and on the job requirements of their position, including operations and training needs, and provide a written waiver authorizing the District to respond to reference requests.

Section 6.8 Return of District Property

All District property in an employee's possession must be returned prior to separation, including keys, key fobs, identification cards, computer equipment, credit cards, cell phones, and any other District equipment.

Section 6.10 Final Paycheck

You will receive your final paycheck on the next regularly scheduled pay day or earlier if it is required by law. Unused vacation will be paid and calculated in accordance with the District's vacation policy.

7. Health, Safety and Security

Employee and citizen health and safety are top District concerns. We all share a responsibility for safety; managers are responsible for maintaining the District's health and safety programs, supervisors are expected to apply these programs to ensure safe working and operating conditions, and employees are responsible for supporting and participating in health and safety programs. Employees should receive all the training needed in order to do their job safely and respond in the event of an emergency and are encouraged to speak with their supervisor if they need additional training or are being asked to conduct work that cannot be done safely. Employees are responsible to report any conditions on or around District buildings, property or equipment that could pose a threat to the safety of themselves or others. If an employee is ever in a situation where they feel there is an immediate threat to their personal safety or the safety of others, they should call 9-1-1.

In addition to this Section of the policy manual, the District has an Illness and Injury Prevention Program, which is available to all employees and details further policies and procedures relating to health, safety and security.

Section 7.1 Use of District Vehicle

Each District driver shall drive responsibly, anticipate emergency situations and make every effort to avoid collisions. All employees operating a vehicle on District business represent the District and shall always project a professional and responsible image to the public. Employees are expected to be knowledgeable of, and follow, all applicable federal, state and local traffic laws.

The use of mobile devices while driving on District business is considered a dangerous distraction. The District prohibits the use of all handheld mobile devices including cell phones, smart phones, tablets, personal organizers, or other devices for work or personal purposes while operating a motor vehicle during work hours.

All employees operating vehicles or equipment on District business must have and maintain a valid and appropriate State of California driver's license, insurance and a signed "Use of District Vehicle" form on file with the District, if applicable. District employees who are required to have a valid California driver's license to operate vehicles or equipment on District business shall immediately inform their supervisor in the event their driver's license is suspended, revoked or is otherwise restricted. Any employee who receives a traffic citation while operating a District owned vehicle, or while operating a privately owned vehicle on District business, shall report such citation to their supervisor immediately. All traffic or parking citations are the sole responsibility of the driver. The District subscribes to the DMV Pull Notice Program and will be notified of any infractions, violations and citations.

District-owned vehicles shall be driven only by appropriately licensed and authorized District employees and shall only be used for official District business. Authorization shall be by the General Manager or designee. No person shall be permitted to ride in a District vehicle unless such person is conducting official District business or is authorized by the General Manager.

Any District-owned vehicle, or privately-owned vehicle while being used for District business, shall not be operated when in a known dangerous or defective condition. Employees shall conduct a visual inspection of the District vehicle for damage prior to use. Any dangerous or defective condition, or damage or safety problems observed shall be reported to the employee's supervisor immediately upon discovery.

It is the responsibility of the driver of District vehicles, or privately-owned vehicles while being used for District business, to exercise reasonable care to avoid impediments or obstructions in the path of the vehicle which might cause damage to the vehicle, other vehicles or property, or injury to drivers, passengers and pedestrians.

All collisions or vehicle damage to a District vehicle, or piece of equipment, or a privately-owned vehicle being used on District business, regardless of severity, shall be reported immediately to the employee's supervisor and to the appropriate law enforcement agency (the employee shall request an official collision report from the responding officer). Vehicle collisions involving extensive property damage, personal injury or loss of life, must also be reported to the Department of Motor Vehicles (DMV) within ten (10) days of the incident. It is the employee's responsibility to report the incident to the DMV.

Incident reports shall contain information on other vehicles, drivers, property involved, witnesses, weather conditions, road conditions, and any other pertinent information regarding such collision. Incident reports are located in the glove compartment of all District vehicles.

Section 7.2 Prohibitions on Use of Tobacco Products

The use of tobacco products is prohibited at all times and on all property owned, leased or under the control of the District, including, but not limited to, indoor and outdoor grounds, walkways and sidewalks, parking lots, and in all District vehicles.

All tobacco products must be extinguished and properly disposed of prior to entering District property. Employees may not use tobacco products while wearing apparel identifying them as a District employee.

Section 7.3 General Substance Abuse

Purpose

It is the intent of the District to maintain a workplace that is free of alcohol, marijuana and other drugs to protect District employees and the public from risks posed by on-the-job impairment. Employees who are under the influence of alcohol, marijuana, or other drugs on the job compromise the District's interests and endanger their own health and safety and the health and safety of others.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the District has established this policy concerning the use of alcohol, marijuana and other drugs. This policy applies to all District employees, whether they are on District property or are performing work for the District elsewhere, except as this policy is superseded by any federally-mandated drug and alcohol policies. As a condition of continued employment with the District, each employee must abide by this policy. Additionally, those employees in safety-sensitive positions must abide by the Safety-Sensitive Substance Abuse Policy.

Definitions for Purposes of this Policy

A. “Illegal drugs or other controlled substances" means any drug or substance that (1) is not legally obtainable; or (2) is legally obtainable but has not been legally obtained; or (3) has been legally obtained but is being sold or distributed unlawfully.

B. "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained, is not unlawfully sold or distributed, and is being used in the manner it was prescribed or, for over-the-counter medication, in accordance with the manufacturer’s guidelines.

C. "Abuse of any legal drug" means the use of any legal drug (1) for any purpose other than the purpose for which it was prescribed or manufactured; or (2) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

D. "Reasonable suspicion" to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of alcohol, marijuana, or other drugs at work. Objective factors may include, but are not limited to: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If the District suspects alcohol, marijuana, or other drugs may have played a role in an accident involving District property or equipment, that will also constitute reasonable suspicion.

E. "Possession" means that an employee has the substance on their person or otherwise under their control.

Prohibited Conduct

A. The manufacture, distribution, sale, dispensation, possession, or use of alcohol, marijuana, or any other drug in either District workplaces or where District business is being performed (except the use or possession of legal drugs that do not cause impairment).

B. Working or being subject to call in if impaired by alcohol, marijuana, or any other drug.

C. Failing to notify a supervisor before beginning work when taking any drug that could interfere with the safe and effective performance of duties or operation of District equipment.

D. Failing to notify the General Manager of any criminal conviction for a drug violation that occurred in the workplace or while actively engaged in work for the District within five days after such conviction.

E. Being criminally convicted for a drug violation that occurred in the workplace or while actively engaged in work for the District.

Drug and Alcohol Testing

Reasonable Suspicion Testing

The District may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of alcohol, marijuana or drugs at work.

In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing, and provide this information to the General Manager. Any reasonable suspicion testing must be pre-approved by the General Manager. If the documentation and analysis show that there is a reasonable suspicion of impairment while at work due to alcohol, marijuana or other drug use, and the General Manager has approved, the employee will be relieved from duty, transported to the testing facility and to their home after the test. The employee will be placed on paid leave until the test results are received.

Employee Refusal to Test

The appropriate management member will explain to the employee that non-compliance or refusal to immediately submit to the screening procedure, or any other reasonable request will be viewed as insubordination and subject to disciplinary action, up to and including termination. An employee engaging in conduct that obstructs the testing process will be deemed as refusing to test. A supervisor engaging in conduct that interferes with the testing process will be subject to discipline up to and including termination.

Disciplinary Action

Discharge for Violation of Policy

A first violation of this policy may result in discharge whenever the prohibited conduct:

A. Caused injury to the employee or any other person, or, in the sole opinion of management, endangered the safety of the employee or any other person;

B. Resulted in significant damage to District property or equipment or, in the sole opinion of management, posed a risk of significant damage;

C. Involved the sale or manufacture of illegal drugs, marijuana or alcohol;

D. Involved the possession, distribution, or dispensation of illegal drugs, marijuana, or alcohol in a quantity greater than for personal use;

E. Involved an employee who had not completed the introductory period or was a seasonal or temporary employee; or

F. Involved the failure of an employee to report a criminal conviction as required by this policy.

Written Warning
An employee who is not discharged for a first violation of this policy will receive a final written warning.

Effect of Second Violation

A second violation of this policy at any time will result in immediate discharge.

Effect of Discharge on Eligibility for Rehire
Because the safety of our employees and customers is paramount, those who are discharged for a violation of this policy will not be eligible for rehire by the District unless consideration for re-employment is required by law.

Drug-Free Awareness Training

Employee Awareness

The District provides a Drug-Free Awareness class that is designed to inform employees about the dangers of drug abuse in the workplace.

Management Awareness

Managers and supervisors shall be attentive to the performance and conduct of those who work with them and shall not permit an employee to work in an impaired condition or to otherwise engage in conduct that violates this policy. When management has reasonable suspicion to believe that an employee or employees are working in violation of this policy, prompt action will be taken. Managers and supervisors will attend annual drug and alcohol awareness training.

Criminal Convictions

Employees must notify the District of any conviction under a criminal drug statute for a violation occurring in the workplace or while actively engaged in work for the District. Employees must notify the District within five days after any such conviction. When required by federal law, the District will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

Use of Legal Drugs

The District recognizes that employees may, from time to time, use legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may nevertheless result in impairment. It is the employee's responsibility to ask the prescribing physician and/or, in the case of medication available over-the-counter, review product packaging, to determine whether the use may impair their ability to perform their normal job duties or to safely operate District equipment.

Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to District property, or substantially interfere with the employee's job performance. If an employee is impaired they may not report to work and must follow appropriate call-in protocols. To accommodate the absence, the employee may use accrued sick leave, personal leave, or vacation time. The employee may also contact the General Manager to determine whether they qualify for an unpaid leave of absence, such as family care or medical leave. Nothing in this policy is intended to sanction the use of accrued sick leave, personal leave, or vacation time to accommodate absences due to the abuse of legal drugs. Further, nothing in this policy is intended to diminish the District's commitment to employ and reasonably accommodate qualified disabled individuals.

Unregulated or Authorized Conduct

Customary Use of Over-the-Counter Drugs

Nothing in this policy is intended to prohibit the customary and ordinary purchase, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not result in an employee working while impaired in violation of this policy.

Off-the-Job Conduct

This policy is not intended to regulate off-the-job conduct, so long as the employee's off-the-job conduct does not result in the employee working while impaired or under the influence in violation of this policy.

Authorized Use of Alcohol

District employees attending work-related events or dinners where alcohol is served are expected to know the laws with respect to drinking and driving and designate a driver. Employees attending a District event who are on duty may not consume alcohol.

Confidentiality

Disclosures made by employees to the General Manager concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so, specifically, to determine whether it is advisable for the employee to continue working. Disclosures made by employees to the General Manager concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.

Employee Assistance Program

The District maintains an Employee Assistance Program that provides help to employees who seek assistance for drug or alcohol abuse, as well as for other personal or emotional problems. Employees who suspect that they may have alcohol or drug problems, even in the early stages, are encouraged to voluntarily seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. There will be no retaliation or discipline of employees for seeking such assistance, but employees should also be aware that participation in the Employee Assistance Program will not necessarily shield them from disciplinary action for a violation of this Substance Abuse policy or other District policies, particularly if the discipline was imposed before the employee seeks assistance.

Section 7.4 Substance Abuse Policy for Safety-Sensitive Workers

The purpose of this policy is to protect employees and the public from risks posed by the use of alcohol and controlled substances, as those terms are defined in 49 C.F.R. Part 382.107, in the workplace in conformance with all applicable Federal and State regulations governing workplace anti-drug programs. At the federal level, 49 C.F.R. Part 382 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.

California Vehicle Code section 34520 provides that these DOT rules and regulations apply to employees whose duties are such that federal regulations require them to hold a commercial driver's license to drive a commercial motor vehicle on public highways and, who in the course of their workday, operate or are expected to be ready to operate certain specified vehicles. This policy incorporates those drug and alcohol testing requirements of safety-sensitive employees.

The District encourages covered employees, prior to testing, to voluntarily disclose and seek assistance for any substance abuse problem through the General Manager, the Employee Assistance Program, personal health plan or other outside agency. All testing will be handled in compliance with Department of Transportation regulations and any changes to the regulations will be incorporated into this policy.

Where any section, subsection, clause or phrase of this procedure is found inconsistent with any federal or state law, the law shall prevail. Exceptions to this procedure shall only be allowed when approved by the General Manager.

Applicability

In addition to the General Substance Abuse Policy (Section 7.03) this policy applies to all safety-sensitive employees and contracted employees when they are on District property or when performing any District-related business.

A safety-sensitive position is defined as any position requiring the use of Class A or Class B commercial driver's license. A listing of the District's safety-sensitive employee (function and/or position) classifications can be found in Appendix C of this policy statement. 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.

Proper Application of the Policy

The District is dedicated to assuring fair and equitable application of this Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor 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.

Prohibited Conduct

The following conduct is prohibited:

A. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions if an employee is under the influence of, or tests positive for, controlled substances;

B. Reporting to duty or remaining on duty which requires the performance of safety-sensitive functions, when using any controlled or non-controlled substance except pursuant to the instructions of a health care provider who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. If an employee is called back to work by their supervisor and such employee has been using alcohol off-duty or a controlled substance such that performance is impaired, they are obligated to disclose any consumption or use to their supervisor so a violation does not occur. This disclosure occurs when contacted by telephone to avoid delays in assigning call out work;

C. Using alcohol within four hours preceding performance of safety-sensitive functions;

D. Using alcohol or controlled substances while performing safety-sensitive functions;

E. Reporting for duty or remaining on duty with an alcohol concentration of 0.04 or greater as indicated by an alcohol breath test;

F. Using alcohol within eight hours after an accident unless the employee has already submitted to an alcohol test following the accident or is no longer on duty and not scheduled to report for duty;

G. Being on duty or operating a covered commercial vehicle while possessing alcohol or controlled substances;

H. Refusing to comply with a request for testing required by this policy, providing-false information in connection with a test or attempting to falsify test results through tampering, contamination, adulteration or substitution. Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, obstructive behavior or physical absence resulting in the inability to conduct the test. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.04 or greater on an alcohol test or tested positive on a controlled substance test;

I. The possession, transportation, distribution, receipt, sale, purchase, or arranging for the sale, purchase, or distribution of alcohol, including medicines containing alcohol (prescription or over-the-counter) while on duty;

J. The use, sale, dispensing, possession, distribution and/or manufacture of any controlled substance while on duty; and

K. The inappropriate use or prescribed use of prescription drugs that may cause significant impairment, thus creating a safety hazard on the job.

Notifying the District of Criminal Drug Conviction

Pursuant to the Drug Free Workplace Act of 1988, any employee who fails to immediately notify the District of any criminal controlled substance statute conviction shall be subject to disciplinary action, up to and including termination of employment.

Guidelines For Use of Prescription and Over-The-Counter Medications

It is the responsibility of each employee to report to work fully capable of safely performing their duties. This policy prohibits an employee from performing safety-sensitive functions while that employee is using medications prescribed by a health care provider or purchased over-the-counter that contain drugs or alcohol that may adversely affect an employee's performance. The following guidelines will assist employees in ensuring the safe use of prescribed medications and over-the-counter drugs.

A. An employee shall inform their prescribing health care provider of their position and job duties and be sure to ask if they will be able to perform those duties safely while on the prescribed medications.

B. An employee shall always monitor their reaction to medications. Any time an employee takes any prescription or over-the-counter medication, they are to watch for any side effects which could impact their ability to perform their job safely, including drowsiness, confusion, etc. If an employee notices side effects that could pose a safety risk, they should consult their prescribing health care provider about alternative treatments, medications, dosages, or schedule of use.

C. An employee shall not perform any duties while impaired. In instances where no alternative is available, employees must inform their supervisor and not perform safety-sensitive functions while impaired by any medication.

D. Employees who report to work while using prescription or over-the-counter medications that adversely affect the employee's performance, who do not inform their supervisor (or other management personnel if supervisor is unavailable), will be subject to disciplinary action up to and including termination.

E. Use of medical marijuana while on duty is prohibited in accordance with Section C above, even if prescribed by a medical professional.

Testing for Prohibited Substances

Medical Review Officer ("MRO")

A Medical Review Officer is a doctor mandated by federal regulation to review all drug test results and acts as an impartial neutral party between employee and employer. The District will contract with a third-party administrator for a qualified MRO for services and responsibilities including, but not limited, to:

A. Reviewing the results of all alcohol and controlled substances tests;

B. Reviewing and interpreting test results;

C. Requesting, if needed, a quantitative description of test results;

D. Receiving a certified copy of the original chain of custody;

E. Informing the tested covered employee and providing test results;

F. Conducting a medical review with the tested covered employee;

G. Reviewing the covered employee's medical history, or any other relevant biomedical factors;

H. Giving the covered employee an opportunity to discuss test results;

I. Ordering a re-analysis of the original sample in a certified laboratory within 72 hours after receiving a written request from a covered employee (applicable to active covered employees only);

J. Determining whether a result is scientifically insufficient;

K. Forwarding results of verified tests to the General Manager; and

L. Maintaining the required records to administer this program.

The District will not expect the contracted MRO for the District to:

A. Receive urinalysis results that do not comply with Mandatory Guidelines; or

B. Declare a test result as positive for opiates without clinical evidence.

Testing Procedures

Analytical urine-controlled substance testing and breath testing for alcohol will be conducted as required under DOT guidelines. All safety-sensitive employees shall be subject to controlled substance testing and breath alcohol testing prior to employment; randomly; for reasonable suspicion; and following an accident, as defined in DOT guidelines.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment and laboratory facilities which have been approved by the Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in DOT guidelines.

The controlled substances that will be tested for include marijuana, cocaine, opiates (opium and codeine derivatives), amphetamines and methamphetamines and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry test will be performed. The test will be considered positive if the controlled substance levels present are above the minimum thresholds established in DOT guidelines.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing device operated by a trained Breath Alcohol Technician. If the initial test indicates an alcohol concentration of 0.02 or greater, a test will be performed to confirm the result of the initial test.

The District affirms the need to protect individual dignity, privacy and confidentiality throughout the testing process.

Types of Testing

Pre-Employment Testing

All applicants (including new hires, promotions, out-of-class and interim assignments) for safety-sensitive classifications shall undergo urine-controlled substance testing prior to employment. Receipt of a negative test result is required prior to employment.

All job announcements or other promotional material for covered positions shall specify that drug screening shall be part of a physical examination.

Only applicants for covered positions that have been given a job offer conditioned upon passing a physical examination shall be given a drug-screening test. They shall be given a copy of this policy at the time of their conditional offer of employment and shall sign a consent form and submit to pre-employment drug testing as a condition of employment. Any applicants who do not consent to such testing will not be considered for employment.

Any applicant whose drug test does not indicate a verified negative result shall be given the opportunity by the MRO to withdraw their application for employment. If, under such circumstances, the applicant does not withdraw their application for employment, they shall be determined by the MRO to be physically unfit for employment, and said determination shall be forwarded to the General Manager or their designee. Such applicants shall be disqualified for employment. If the test results are reported by the MRO as positive, the District will inform the individual that they have not passed the pre-employment physical. No other elaboration will be made, even if requested. Any applicant disqualified for employment pursuant to this policy shall be permitted an opportunity to reapply after one (1) year.

Reasonable Suspicion Testing

All safety-sensitive employees will be subject to urine and/or breath testing when there is reason to believe that the employee is engaged in controlled substance or alcohol use in violation of this policy. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances that are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, appearance, behavior, speech or body odors consistent with prohibited substance use and must be based on specific, contemporaneous, articulable observations concerning of the employee.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee has engaged in prohibited controlled substance use or alcohol misuse.

Covered employees must be tested as soon as possible and escorted to the collection site when there is reasonable suspicion to believe the covered employee is under the influence of alcohol or a controlled substance based on direct observation and description by a trained supervisor with concurrence by

another management employee. The covered employee will be provided with transportation from the testing site to their home if the test is positive.

The test should be completed within two (2) hours of the observation. If the alcohol test is not administered within two (2) hours, the covered employee's supervisor must document and maintain on file as to why testing was not promptly administered. No alcohol test will be administered after eight (8) hours following observation. If the alcohol test was not performed, the supervisor must provide written documentation as to why the test was not promptly conducted.

The observing supervisor will document in writing a description of the behavior or performance indicators leading to the test. This documentation will be completed prior to testing and a copy must be provided to the covered employee as soon as practical, but not later than 24 hours following testing.

Post-Accident Testing

Safety-sensitive employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a District vehicle that results in a fatality, or if they receive a citation for a moving traffic violation as described by 49 C.F.R. § 382.303 and any individual is injured and requires medical treatment beyond what is provided at the scene of the accident, or a vehicle is disabled and must be towed or transported by another vehicle away from the scene.

Following an accident, the safety-sensitive employee will be tested as soon as possible, but not later than eight hours for alcohol and thirty-two hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and be subject to termination.

If the covered employee is taken into police custody at the site of an accident and tested for being under the influence of alcohol and/or a controlled substance, the District will rely on the results of the police tests in lieu of additional alcohol and controlled substances tests defined in this policy to be administered by the District.

Random Testing

Employees working in safety-sensitive classifications will be subjected to randomly-selected, unannounced 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 notified of selection for random alcohol and/or controlled substances testing and immediately taken to the test site.

Return to Duty and Follow-Up

Any covered employee who does not pass a required test, and is not terminated from employment, may not perform a safety-sensitive function until they have:

A. Been evaluated by a MRO;

B. Complied with recommended rehabilitation; and

C. Taken a return-to-duty test (0.02 Blood Alcohol Concentration (BAC) or less and/or negative controlled substances test).

A covered employee who at the recommendation of the Substance Abuse Professional (SAP) returns to work after rehabilitation will be given unannounced tests, as scheduled by the 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/or alcohol-related disorders. The District will contract for an SAP who will provide referrals to, monitoring of, and verification of successful treatment, rehabilitation and coordination of return-to-duty testing, where applicable.

The covered employee will be required to undergo a minimum of six (6) follow-up tests within the first twelve (12) months of their return. Follow-up testing may be extended for up to sixty (60) months. This period will be determined by the SAP based on the individual circumstances of the case. The frequency of testing will be determined by the SAP and may be required on a daily, weekly, or monthly basis. These tests are in addition to the other types of tests outlined in this policy.

A covered employee who undergoes rehabilitation and returns to work following release for duty by the MRO and refuses or fails additional tests is subject to disciplinary action, up to and including termination.

Employee Requested Testing

Any safety-sensitive employee who questions the results of a controlled substance test under DOT guidelines may request a test of the split specimen. This split specimen test will be conducted at a different DHHS-certified laboratory. The test must be conducted on the 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 DOT guidelines. The safety-sensitive employee's request for a retest must be made to the appointed MRO within eleven (11) 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.

Testing Procedures

Upon arrival at the collection site, a covered employee must provide the collection agent with photo identification and, if applicable, signed authorization form for urine.

Alcohol Testing

Breath testing shall be done using an evidential breath testing (EBT) device approved by the National Highway Traffic Safety Administration (NHTSA) and be performed by a breath alcohol technician (BAT). Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result of a 0.02 BAC or less requires no further action to be taken.

If the alcohol concentration is 0.02 or greater, a confirmation (second) test must be conducted. The employee and the BAT will complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number, and the name and serial number of the EBT to ensure reliability of the results. The confirmation test results determine any actions taken.

Refusal by the covered employee to sign the Breath Alcohol Testing Form will be regarded as a refusal to take the test.

Failing to provide adequate breath for testing without a valid medical explanation may also constitute a refusal to submit to alcohol testing.

Controlled Substances Testing

Controlled substances testing is conducted by analyzing a covered employee's urine specimen. The employee provides a urine specimen in a private location, the "collector" seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug testing laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification and integrity are not compromised.

A minimum of 45 ml of urine is required when using the split specimen procedure.

Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for urinalysis. The split specimen bottle remains sealed and is stored at the laboratory.

If the covered employee cannot provide the required 45 ml of urine, they will be given up to 48 oz. of fluid to replenish the body and have up to four (4) hours to provide the urine sample. A separate sample will be taken every 20-30 minutes or until the covered employee provides the required specimen amount. If the covered employee cannot provide the 45 ml of urine within the four (4) hour time limit, they will be required to return to the collection site the following day to give another sample.

All urine specimens are analyzed for the Controlled Substances as defined above. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the MRO is the only person authorized to order a reanalysis of the original sample. The covered employee has seventy-two (72) hours to request in writing that the split specimen be tested by the original laboratory or sent to another DHHS-certified laboratory for analysis. If the covered employee chooses another DHHS laboratory, the covered employee will reimburse the District for expenses associated with the second DHHS laboratory that does not currently contract with the District.

This split specimen procedure essentially provides the covered employee with an opportunity for a "second opinion." The confirmation (second) test is performed for each identified drug using gas chromatography/mass spectrometry (GC/MS) analysis. GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results.

Failing to provide the required 45 ml of urine without a valid medical explanation may constitute a "refusal to submit" to controlled substances testing.

Consequences of Positive Test Results

A driver fails a drug or alcohol test by testing positive to a drug test, or registering a 0.04 or greater alcohol content with a breath test. Either of these results requires the driver to be immediately removed from performing safety-sensitive functions until successful completion of the return-to-duty process with a DOT-qualified SAP.

A driver's refusal to submit to a drug or alcohol test is generally equivalent to testing positive to a drug or alcohol test. The driver must immediately be removed from performing safety-sensitive functions until successful completion of the return-to-duty process with a DOT-qualified substance abuse professional.

Alcohol Misuse

A covered employee whose BAC is at least 0.02 but less than 0.04 after being given a second confirming test must be immediately removed from all safety-sensitive duties for at least twenty-four (24) hours. Additionally, the District may also place such employee on paid leave status pending evaluation, rehabilitation or disciplinary action. Before the covered employee can return to their safety-sensitive duties, the covered employee's alcohol concentration must indicate a concentration of below a 0.02 level.

A covered employee whose BAC is 0.04 or greater must be immediately removed from all safety-sensitive duties. This employee will be referred to an SAP for evaluation. The covered employee has five (5) calendar days after a positive test result has been reported to the District to evaluate their situation with the SAP. Alternatively or additionally, the District may on a one-time referral basis offer rehabilitation or treatment either under existing employee assistance programs or medical plans or other available community resources, only as recommended by the SAP. After successful completion of the treatment, the covered employee may return to the District to perform safety-sensitive duties in accordance with this policy. Failure to participate and complete the recommended treatment, or a positive test result following treatment in the return-to-duty testing phase, will subject the employee to disciplinary action, up to and including termination. If the District decides to return a covered employee to safety-sensitive duties, it must ensure that the covered employee:

A. Has been evaluated by an SAP or MRO;

B. Has complied with any recommended treatment;

C. Has taken a return-to-duty alcohol test (with a BAC result of less than 0.02); and

D. Is subject to unannounced follow-up alcohol tests.

The cost of any rehabilitation, including use of an SAP, and subsequent testing must be paid by the employee.

Per DMV regulations, failure to submit to post-fatality testing results in a loss of a driver's license for one year.

Positive Controlled Substance Test

A covered employee must be removed from safety-sensitive duties if they have a positive controlled substances test result. This employee will be referred to an SAP for evaluation. The District may on a one-time referral basis offer rehabilitation or treatment either under existing employee assistance programs or medical plans or other available community resources if recommended by the SAP. After successful completion of the treatment, the covered employee may return to the District to perform safety-sensitive duties in accordance with this policy. Failure to participate and complete the recommended treatment, or a positive test result following treatment in the return-to-duty testing phase, will subject the employee to disciplinary action, up to and including termination. If the District decides to return a covered employee to safety-sensitive duties, it must ensure that the covered employee:

A. Has been evaluated by an SAP or MRO;

B. Has complied with any recommended treatment;

C. Has taken a return-to-duty drug test resulting in negative result; and

D. Is subject to unannounced follow-up drug tests.

The cost of any rehabilitation, including use of an SAP, and subsequent testing must be paid by the employee.

Record Retention

The MRO is the sole custodian of the individual test results. The MRO shall retain reports of individual positive test results for a minimum of five (5) years. The MRO shall also maintain individual negative test and canceled test results for at least twelve (12) months. The District shall maintain in a covered employee's file only such information required by the DOT to document compliance with the testing requirements.

The District must keep detailed records of their alcohol and controlled substances testing programs which are subject to inspection and/or audit by the Federal Highway Administration. Additionally:

A. The District will retain records documenting the collection process for alcohol and controlled substance tests for at least two (2) years.

B. The District will retain the following for five (5) years:

    1. Records of driver-verified positive controlled substance abuse results;

    2. Records of driver alcohol tests which indicate a concentration level over 0.02 or greater;

3. Documentation of refusals to take required alcohol and/or controlled substance tests;

4. Annual calendar year summary results of the program;

5. Calibration documentation;

6. Driver evaluation and referrals; and

7. Records related to the administration of the alcohol and controlled substances testing programs.

C. The District will retain records of negative and canceled controlled substances test results and MRO reversal of canceled controlled substances test results (as defined in part 40 of this title) and alcohol test results with a concentration of less than 0.02 for a minimum of one year.

D. The District will retain records confirming that supervisors and covered employees have been trained as required by this policy until 2 years after they separate from employment or otherwise cease performing regulated functions. Training records will include copies of all training materials.

E. The Third-Party Administrator will retain all laboratory test records and chain of custody for seven (7) years.

F. Records will be held in a confidential medical file, separate from the covered employee's personnel file.

Employee Assistance Program

The District will provide all covered employees under this program with information on controlled substances and alcohol use and treatment resources.

Information regarding alcohol and substance abuse will be distributed and displayed in work areas and employee information centers.

Copies of this Substance Abuse Policy Statement for Safety-Sensitive Workers will be distributed to all covered employees in covered classifications.
Information regarding the Employee Assistance Program will be given to all covered employees in covered classifications. A contact number for an EAP will be posted in all work areas and employee information centers.

If a covered employee voluntarily refers themselves to the employee assistance program before being required to undergo testing and provides a letter from the EAP professional certifying same, consideration will be given to this action in subsequent disciplinary action. However, voluntary self-referral to the employee assistance program after notification of a required test will not eliminate the

requirement to take such test, nor will it preclude disciplinary action against the covered employee who fails or refuses a required test.

Rehabilitation

The District is not required to pay for a covered employee's rehabilitation services. The District will assemble a list of rehabilitation resources for a covered employee. Rehabilitation plans will be developed by the provider selected by the covered employee but must be approved by the MRO/SAP. Any requests for paid or unpaid leaves in conjunction with rehabilitation plans will be subject to the review and approval of the General Manager.

Covered employees who elect rehabilitation may cover approved time off with their accrued sick leave, vacation, or compensation time, or may request unpaid leave of absence.

Education and Training

Pursuant to federal regulations, the District shall provide a training program for safety-sensitive workers and their supervisors on the effects and consequences of substance abuse in the workplace. The District shall also provide training for supervisors who make reasonable suspicion referrals on the physical, behavioral, speech and performance indicators of probable drug and alcohol abuse upon hire and every two years thereafter. These training programs shall include the following elements:

A. An orientation meeting to review the policy and its implementing regulations;

B. Discussion of alcohol and drugs in the workplace;

C. Information on dealing with alcohol and drug abuse;

D. Reference materials for safety-sensitive workers and their supervisors;

E. Training for supervisors in early detection and referral procedures.

The Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse)

The Federal Motor Carrier Safety Administration (FMCSA) established the Clearinghouse. This database contains information pertaining to violations of the DOT controlled substance and alcohol testing program.

The Clearinghouse rule requires employers, MROs, SAPs, consortia/third party administrators, and other service agents to report to the Clearinghouse information related to violations of the drug and alcohol regulations in 49 Code of Federal Regulations, Parts 40 and 382 by current and prospective employees. Employers must query the Clearinghouse for current and prospective employees' drug and alcohol violations before permitting those employees to operate a commercial motor vehicle on public roads and must annually query the Clearinghouse for each driver they currently employ.
The Clearinghouse provides FMCSA and employers the necessary tools to identify drivers who are prohibited from operating a vehicle based on DOT drug and alcohol program violations and ensures that such drivers receive the required evaluation and treatment before operating a vehicle on public roads. Specifically, information maintained in the Clearinghouse enables employers to identify drivers who commit a drug or alcohol program violation while working for one employer, but who fail to

subsequently inform another employer (as required by current regulations). Records of drug and alcohol program violations will remain in the Clearinghouse for five years, or until the driver has completed the return-to-duty process, whichever is later.

The District will access the Clearinghouse when hiring a new employee to determine if an employee has previous drug or alcohol program violations while working for previous employers. Applicants for employment who fail to notify the District of such prior violations will not be hired by the District and will be deemed ineligible for any future employment by the District.

Section 7.5 Inclement Weather

In instances of inclement weather, an employee should make every effort to report to the work site unless notified otherwise or authorized to work remotely. If an employee is unable to safely do so, the employee shall contact their supervisor prior to the start of the workday.

In the event the General Manager deems it necessary to close the work site due to inclement weather or emergency circumstances, supervisors will contact their subordinate employees. If the General Manager closes the work site, employees will be paid for the day with no effect on their paid time off. If, however, the work site is not closed and the employee does not come to work, the employee should use appropriate leave accruals or request the time off without pay. If at all possible, the employee may work remotely from their location, upon General Manager approval.

Section 7.6 Security

Employees shall not discuss the security of the District premises or services with any individual not employed by the District.

Neither the District nor its insurance carriers take any liability for employee's personal belongings. Employees are encouraged to secure personal belongings. The District building is secured with electronic keypads for access before and after working hours. Each employee will be given a confidential code, not to be shared with anyone. Specific instructions and training will be provided by the District. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the District may be subject to disciplinary action up to and including termination.

The District reserves the right to require employees while on District property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on District or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the District or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

If an employee has anything of a private nature that they do not wish to be subjected to discovery during such searches, these items should be retained off the District premises.

8. Miscellaneous Policies

Section 8.1 Personnel Files

Purpose

The District retains personnel files for each current employee and retains these files for at least four years after separation of employment. These records contain only material that the District deems necessary and relevant or that is required by law. Typical documentation includes the employee's job application, performance evaluations, letters of commendation, attendance records, disciplinary action forms, reference letters, and other documents related to the employee's employment. Personnel files are the property of the District, and access to the information they contain is restricted to protect employee privacy interests.

Confidentiality

These records are confidential and only District staff with legitimate business needs may be permitted access, except in an instance where access is required by law, subpoena or court order.

Access to Applicant or Employee Medical Information

All medical information about an employee or applicant is kept in a separate medical file and is treated as confidential. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for District business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions/limitations as to the work or duties of the employee.

Employee Access to Personnel File

Inspection of File

A current employee may inspect their own personnel file, at reasonable times and at reasonable intervals, within 30 days of a written request. A former employee is entitled to inspect their personnel records one time per year. A current or former employee and/or their representative who wishes to review their personnel file should make a written request to the General Manager. The inspection must occur in the presence of the General Manager or designee and: (1) at a location where the employee works; or (2) at another agreed upon location without loss of compensation to the employee.

Copies

A current or former employee is entitled to receive a copy of their personnel records within 30 days after the employer receives a written request. A current or former employee who wishes to receive such a copy should contact the General Manager in writing. The District may charge a fee for the actual cost of copying. Alternatively, the employee may request an electronic copy at no cost.

Limitations on Access or Items to be Copied

Under no circumstances will the District provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

Representative's Inspection

If the current or former employee wishes to have another person/representative inspect their personnel file, they must provide authorization to the District for the person/representative to inspect the personnel file. The General Manager will notify the employee and/or representative of the date, time and place of the inspection in writing.

No Removal of File Documents

No person inspecting a personnel file is permitted to add/remove any document or other item to/from the personnel file.

Notification of Changes

When an employee has a change of name, address, telephone number or other pertinent information such as emergency contacts and number and names of dependents, they are required to promptly report the updated information to the General Manager in writing. This procedure is critical as it is necessary to have up-to-date information in case of an emergency and for payroll purposes.

Section 8.2 Confidentiality of District Records

General Policy

As a government agency, the District is subject to the California Public Records Act, which provides a procedure for the District to disclose its records upon written request and requires that many types of documents be disclosed. It is the policy of the District to maintain the confidentiality of its business and personnel records and information to the extent required and/or permitted by law, including the Public Records Act. Anyone violating this-confidentiality policy will be subject to disciplinary action up to and including termination.

Types of records and information considered confidential include those listed below:

Customer Records

To the extent permitted by law, information about customers, including without limitation, whether their account is in good standing, shall be confidential.

Verification of Employment and Reference Requests

The District will respond to inquiries requesting employee references, letters of recommendation and verifications of employment with the approval of the General Manager. Unless authorized by the employee in writing, only verification of the dates of current or past employment, last position held. Final salary rate will not be given.

Managers and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the General Manager.

Questions Concerning Confidentiality

Employees who have questions about what is regarded as confidential information should seek clarification from their supervisor. In the face of any uncertainty, employees should assume that the information in question should not be divulged. This policy precludes disclosure of confidential information to friends or family members as well as other members of the public.

Section 8.3 Gifts and Gratuities

No Solicitation of Gratuities

Employees are prohibited from soliciting gifts or gratuities from customers, vendors or others who propose to conduct business with the District, or who currently conduct business with the District.

Limitation on Gratuities Accepted

Gifts and gratuities accepted by employees shall not exceed $50 in retail value for any single gift, nor shall any employee accept gifts or gratuities in a calendar year with a collective value exceeding the amount set from time to time by the Fair Political Practices Commission (FPPC)-from any one customer, vendor or other person or entity who does or proposes to do business with the District.

Statement of Economic Interest Filing

Appendix D lists all classifications who make or influence governmental decisions and are required to annually submit a Statement of Economic Interest, on FPPC Form 700. All elected officials are required to annually file a Form 700 with the FPPC.

Section 8.4 Limitations on Political Activity, Solicitation and Postings

No Targeted Solicitation of District Officers or Employees

Members of the Board and employees of the District may not directly or indirectly solicit political contributions from other employees or Board members unless the solicitation is part of a solicitation made to a significant segment of the public which may incidentally include members of the Board and employees of the District.

No Political Activity During Work Hours, on District Property or in District Uniforms

District employees and officials are prohibited from engaging in political activity during working hours, on District property or in District uniforms.

Solicitation Limited to Non-Working Time

Solicitation of employees by other employees to join or participate in activities other than those sponsored by the District, or to purchase any goods or services shall be limited to non-working time of both the employee doing the soliciting and the employee being solicited.

Employee Bulletin Board

All employee notices other than those from the District shall be posted on the "Employee bulletin board" established for that purpose. No notices or communications may be posted on any bulletin boards by an employee or third party without the prior review and approval of the District. Items not approved will be removed immediately. The District reserves the right to remove offensive or inflammatory materials posted on the employee bulletin board as well as materials of a political nature or those that are in direct conflict with the business objectives of the District.

Section 8.5 Technology Usage and Communications Policy

It is expected that employees will utilize electronic communication devices and other technology in a legal, ethical, and appropriate manner. Computers, computer files, e-mail, software, and phones (including cellphones) furnished to employees are and remain District property and are intended for business use only.

No Expectation of Privacy

The District will periodically and without prior notice, monitor, review, access, or retrieve data from its equipment or resources, including electronic communications and content contained in or transmitted through District networks or electronic resources. Employees must provide the District with the employee's username or password for any issued equipment or resource. The existence of passwords or the attempted deletion of electronic files by the employee does not restrict the District's access. As a result, employees have no expectation of privacy in their use of any District issued equipment or resources.

Employees are further reminded that, under some circumstances, communications sent by e-mail or phone (either voice messages, email, or text messages) may be subject to disclosure under the Public Records Act or during litigation. Therefore, it is important that employees remain mindful of their obligation to themselves and the District to utilize technology made available for the conduct of District business professionally, and in a manner supportive of District success.

Appropriate Use Only

The District strives to maintain a workplace free of harassment and to be sensitive to diversity of its employees. Accordingly, the District's policies against unlawful harassment and discrimination extend to the use of computers, the Internet, email, phones, and any component of the communications system. In keeping with District policy, employees should not use any electronic communications device in a manner that would violate District policy.

The District has sole discretion to restrict or rescind employee access to District equipment or resources. The following are examples of misuse of District equipment or resources:

A. Any use that violates applicable law and/or District policies, rules or procedures;

B. Exposing others to material which is offensive, harassing, obscene or in poor taste. This includes information which could create an intimidating, offensive or hostile work environment;

C. Any use that may create or further a hostile attitude or give offense on the basis of race, color, religion, sex, gender, gender expression, gender identity, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, veteran status or any other basis protected by law;

D. Communication of confidential District information to unauthorized individuals within or outside of the District;

E. Unauthorized attempts to access or use District data or break into any District or non-District system;

F. Theft or unauthorized transmission or copying of paper or electronic files or data;

G. Initiating or sustaining chain/spam letters, e-mail or other unauthorized mass communication;

H. Misrepresentation of one's identity for improper or illegal purposes;

I. Personal commercial or business activities (e.g., "for sale" notices, personal ads, etc.);

J. Transmitting/accessing obscene material and/or pornography;

K. E-Commerce;

L. Online gambling;

M. Installing or downloading unauthorized software or equipment;

N. Violating terms of software licensing agreements;

O. Using District equipment or resources to access and/or use dating web resources, personal social media, online shopping, or games of any type;

P. Any unauthorized access to District equipment or resources, including using keys or key cards, using or disclosing the username or password of another person or employee to gain access to their email or other electronic resources, or making District equipment or resources available to others who would otherwise have no authorized access; and

Q. Using District equipment or resources to speak on the District's behalf without authorization.

Incidental Use is Permitted

Employees may use District telephones, cell phones, internet access, and e-mail for incidental personal communications provided that the use:

A. Is kept to a minimum and limited to break times or non-working hours;

B. Does not interfere or conflict with District operations or the work performance of any District employees;

C. Allows the employee to more efficiently perform District work;

D. Is not abusive, illegal, inappropriate, or prohibited by this Policy (for example, no social media use, no electronic dating, no gaming); and

E. Clearly indicates it is for personal use and does not indicate or imply District sponsorship or endorsement.

Section 8.6 No Outside Employment Without Prior Authorization

An employee shall not engage in any paid outside employment or self-employment, activity, or enterprise which is inconsistent, incompatible or in conflict (or potential conflict) with their District duties, functions, responsibilities, or will reflect unfavorably on the District**.** In order to avoid perceived or actual conflicts of interest that may arise from outside employment, all employees must obtain written approval from the General Manager prior to undertaking any outside employment as described in this policy.

Authorization and Appeal Process

A. **Written Request:** Any employee who desires to undertake a paid outside employment, activity, or enterprise must submit a written request to the General Manager. The written request must include: (1) the work hours and/or time required; (2) job title or the nature of the activity; (3) the work location; (3) and the supervisor, manager and name of the employer or activity.

B. **Analysis and Decision:** The General Manager will determine if the outside employment, activity, or enterprise is compatible with the employee's employment at the District. If the General Manager determines such activity is compatible, or would be if any conditions or restrictions applied, they will authorize the activity and specify the conditions/restrictions in writing, give the employee the outside employment authorization, and place a copy of the written authorization in the employee's personnel file.

C. **One Year Authorization:** An outside employment authorization is valid for no more than one year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, they must make another request following the process in this policy.

Prohibited Outside Activities

An employee's outside employment, activity, or enterprise may be prohibited if it:

A. Involves the use for private gain or advantage of District time, facilities, equipment, and supplies, or the seal, prestige, or influence of the District or employment at the District;
B. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the District for the performance of an act which the employee would be required or expected to render in the regular course of their District employment;

C. Involves the performance of an act in other than their capacity as a District employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which they are employed; or

D. Involves time demands that would render the employee's performance of their regular District employment less efficient or dangerous to the employee.

Changes in Outside Employment Status

The employee must promptly report in writing to the General Manager any of the following changes that may occur during the year of an authorized outside employment: the outside employment ends, or the authorized employment changes as to the number of work hours, location, or types of duties**.**

Revocation/Suspension of Outside Employment Authorization

Any outside employment authorization may be revoked or suspended during the year it is granted under the circumstances listed below:

A. The employee's work performance declines; or

B. An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the District.

Section 8.7 Use of District Equipment – Care and Prohibited Uses

Misuse or unauthorized use of any District property, including, but not limited to physical property, electronic resources, supplies, tools, equipment, communication systems, vehicles or intellectual property is strictly prohibited. Employees are entrusted with the proper care and maintenance of tools and resources necessary for the performance of their job duties. District employees must exercise appropriate care and handling of their tools and District resources while performing their assigned duties.

Under no circumstances may an employee use any District equipment, vehicles, tools, supplies, machines, or any other item that is District property while an employee is engaged in any activity outside their duties with the District.

Section 8.8 Employment of Relatives, Spouses, Domestic Partners

Purpose

The District regulates the employment and placement of relatives, spouses, and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale.

Definitions

"Relative" means child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.

"Spouse" means one of two persons in a marriage, or two people who are registered domestic partners, as those terms are defined by California law.

"Supervisory relationship" means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to their District appointment.

Employment of Relatives

The District will not appoint, promote or transfer a person to a position within the same work division in which the person's relative already holds a position, if any of the following would result:

A. A direct or indirect supervisory relationship between the relatives;

B. The two employees having job duties which require performance of shared duties on the same or related work assignment; or

C. A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

Spouses and Domestic Partners

The District will not appoint, promote, or transfer a person, to the same department, division, or facility in which the person's spouse or registered domestic partner already holds a position, if such employment would result in any of the following:

A. One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner; or

B. Potential conflicts of interest or hazards for married persons or those in domestic partnerships which are greater than for those who are not married or in domestic partnerships.

Marriage or Domestic Partnership After Employment

Transfer

If two District employees who work in the same work division later become spouses or domestic partners, the General Manager or their designee shall have discretion to transfer one of the employees to a similar position in another work division. Although the wishes of the two employees will be considered, the General Manager or designee retains sole discretion to determine which employee will be transferred based upon District needs for supervision, safety, security or morale. Any such transfer that results in a salary reduction is not disciplinary and is not subject to any appeal.

Separation

The General Manager shall have the sole discretion to separate an employee from District employment if: 1) both employees work in the same department and later become spouses or domestic partners, and 2) accommodations cannot be made which are consistent with the District's interest in the promotion of supervision, safety, security, or morale. Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any appeal.

9. Amendments

As with any policy, the District reserves the right to change, alter, amend and interpret this policy with or without prior notification.

10. Violations

Violations of any policies within this manual will be subject to appropriate disciplinary action, up to and including termination.

Attachment: Acknowledgment Forms

General Personnel Manual Acknowledgement and Receipt

Please read the following statements and complete this form and return to your supervisor within one week of commencing employment with the District or within one week of an update to the personnel manual to indicate your receipt and acknowledgment of this manual.

This is to acknowledge that I have received and reviewed a copy of the North Coast County Water District's Personnel Manual revised October 2024. I have had an opportunity to ask questions and seek any clarifications necessary regarding the policies and procedures set forth in this manual, and I understand these policies and procedures. I understand this personnel manual supersedes all previously issued policies and procedures, and that I may request clarification of policies from my supervisor or the General Manager.

I understand that this Personnel Manual contains important information about the District's general personnel policies and about my privileges and obligations as an employee. I acknowledge that I am expected to read, understand, and adhere to District policies. I understand that I am governed by the contents of the manual and that the District may change, rescind, or add to any policies, benefits, or practices described in the manual, other than the employment-at-will policy, from time to time in its sole and absolute discretion, with or without prior notice. I understand that the District will advise employees of material changes within a reasonable time.

Furthermore, I understand that employment with the District is not for a specified term and is at the mutual consent of the employee and the District. Accordingly, either the employee or the District may terminate the employment relationship at-will, with or without cause, at any time. This represents a final and binding integrated agreement with respect to the at-will nature of the employment relationship and cannot be modified, unless it is modified in a written agreement signed both by the Board of Directors and me. I further understand that this manual does not in any way constitute an express or implied contract between the District and me, and that my employment is considered at-will.

I recognize and understand that the District's computers and telecommunication systems are to be used for conducting District business. I am aware that the District reserves and will exercise the right to review, audit, intercept, access and disclose all matters on District's computer, telephone, and other telecommunication systems at any time, with or without employee notice, and that such access may occur during or after working hours. I am aware that use of an agency-provided password or code does not restrict the District's right to access electronic communications. I am aware that violations of the policy may subject me to disciplinary action, up to and including termination of employment.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the District's current Personnel Manual.

_____

Employee's Name (Print)

_____

Employee's Signature

_____

Date

The signed original copy of this acknowledgment should be given to management; it will be retained in your employee personnel file.

Acknowledgment and Receipt: Policy Against Discrimination, Harassment and Retaliation

I acknowledge that I have received, read, and understand North Coast County Water District's Policy Against Discrimination, Harassment, and Retaliation. I agree to abide by and be bound by the rules, provisions and standards set forth in the District's policy. I further acknowledge that the North Coast County Water District reserves the right to revise, delete, and add to the provisions of the Policy Against Discrimination, Harassment and Retaliation at any time. I also acknowledge that I have received the California Civil Rights Department fact sheet, Sexual Harassment Fact Sheet (CRD-185-ENG / September 2022).

_____

Employee's Name (Print)

_____

Employee's Signature

_____

Date

The signed original copy of this acknowledgment should be given to management; it will be retained in your employee personnel file.

Acknowledgment and Receipt: Substance Abuse Policy Statement for Safety-Sensitive Workers

I acknowledge that I have received, read, and understand the North Coast County Water District's Substance Abuse Policy Statement for Safety-Sensitive Workers. I agree to abide by and be bound by the rules, provisions and standards set forth in the District's policy. I further acknowledge that the North Coast County Water District reserves the right to revise, delete, and add to the provisions of the Substance Abuse Policy Statement for Safety-Sensitive Workers at any time.

_____

Employee's Name (Print)

_____

Employee's Signature

_____

Date

The signed original copy of this acknowledgment should be given to management; it will be retained in your employee personnel file.

Appendix A – Exempt and Non-Exempt Classifications

Unless listed below, classifications are designated as non-exempt. Table 1, below lists all exempt classifications.

Table 1. Exempt Classifications

Exempt Classifications
Assistant General Manager – Field Operations
General Manager
Superintendent

For a definition of exempt and non-exempt, please see Section 3.1 of the personnel manual.

Appendix B – Certifications Eligible for Additional Compensation

Table 2 lists certifications eligible for additional compensation. Please see Section 4.8 of the manual for details of the certification program.

Table 2. Certifications Eligible for Additional Compensation

Certification	Eligible Classifications[1]	Stipend
AWWA CA/NV Water Use Efficiency Practitioner Grade 1	Field/Administrative	3% of base salary
AWWA CA/NV Water Use Efficiency Practitioner Grade 2	Field/Administrative	3% of base salary
Backflow Prevention Assembly Tester Certification	Field/Administrative	3% of base salary
Cross Connection Control Specialist Certification	Field/Administrative	3% of base salary
Water Quality Laboratory Analyst Certification	Field	3% of base salary
California Driver's License - Class A[2]	Field	$500 Flat Fee
California Driver's License - Class B[2]	Field	$500 Flat Fee
State Water Resources Control Board - Water Distribution Operator Grade 1	Field/Administrative	3% of base salary
State Water Resources Control Board - Water Distribution Operator Grade 2	Field	3% of base salary
State Water Resources Control Board - Water Distribution Operator Grade 3	Field	3% of base salary
State Water Resources Control Board - Water Distribution Operator Grade 4	Field	3% of base salary
State Water Resources Control Board - Water Distribution Operator Grade 5	Field	3% of base salary

[1] Employees who hold a State Water Resources Control Board (previously granted by California Department of Health Services) Water Treatment Operator Licenses as of November 15, 2017 and maintain their certification(s) shall receive the 3% certification bonus for each certification. This stipend is included in the maximum limit of 15% of base salary.
[2]The flat fee Class A/B Driver's License bonus is not included in the Maximum limit of 15%,

Appendix C – Safety-Sensitive Designated Classifications

Section 7.4 of this manual refers to safety-sensitive classifications for the purpose of its Substance Abuse Policy. The classifications deemed safety-sensitive are listed in Table 3, below.

Table 3. Safety-Sensitive Designated Classifications

Safety-Sensitive Designated Classifications
Assistant General Manager – Field Operations
Field Supervisor
Lab Technician
Mechanic/Fleet
Plant Technician
Superintendent
Utility Maintenance Worker I/II/III

Appendix D – Classifications Required to Submit an Annual Statement of Economic Interest

In addition to all elected officials, the classifications listed in Table 4 are designated as filers and required to submit an annual Statement of Economic Interest.

Table 4. Statement of Economic Interest Filers

Statement of Economic Interest Filers
Assistant General Manager – Field Operations
General Manager
Superintendent