Florin County Water District

**Employee Handbook**

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# **Section I – Introduction to Employment**

Welcome to Florin County Water District (“the District”). This Employee Handbook (“Handbook”) is intended to provide you with a general understanding of the District’s human resource policies, benefits, and rules. It is intended to familiarize you with important information about the District, as well as information regarding your privileges and responsibilities. Although it is not an employment contract, it is important that all employees read, understand, and follow the provisions of the Handbook. This document supersedes all previous handbooks, as well as any inconsistent policy or benefit statements. Except for the policy of at-will employment or as prohibited by law, the Handbook may be further changed from time to time by the District. Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. Keep this Handbook, and written additions and revisions, on file for your reference.

The provisions of this Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

This Handbook cannot anticipate every situation or answer every question about employment, nor can it provide information that answers every possible question. Additionally, circumstances will undoubtedly require that guidelines, practices, and benefits described in this Handbook change. Accordingly, the District reserves the right to modify, supplement, or rescind any provision of this Handbook, except for the policy of at-will employment from time to time, as it deems necessary without prior notice. Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures.

The District is constantly striving to improve its operations, the services that it provides its customers and its relations with its employees. You are encouraged to bring suggestions for improvements, ask questions, or seek clarification from the General Manager or the Board of Directors. We are confident that if we work together, your employment with the District can be successful. However, because any violation of District policy or procedure, whether or not stated in this Handbook, may lead to discipline, up to and including termination of employment, it is important that you allow us to address any questions you may have.

By working together, the District believes that it will share with its employees a sincere pride in the workplace and the services they provide. Again, welcome!

## **At-Will Employment**

District employees are hired on an "at-will" basis. This means that employees may resign at any time and that the District may terminate an employee’s employment at any time, with or without cause.

Further, the General Manager has the right to manage the District’s workforce and direct its employees. This includes the right to hire, transfer, promote, demote, reclassify, lay off, terminate, or change any term or condition of employment at any time, with or without a reason and with or without notice, unless otherwise required by law.

No one other than the General Manager may enter into an agreement for employment for a specific period of time or make any agreement contrary to at-will employment. Any such agreement must be in writing, signed by the General Manager, and pre-approved by the Board.

## **Probationary Period**

The first 180 days of your employment, or any extension of that period, is considered a Probationary Period. Upon completion of 90 days of employment, the General Manager will conduct an initial appraisal of your performance. The appraisal is an opportunity for you and the General Manager to discuss your job tasks, identify and correct performance weaknesses, encourage and recognize strengths, and discuss methods and tools to help you do your job and develop professionally. The appraisal will also provide you the opportunity to discuss more expectations, goals, and objectives for your first 180 days of employment.

Upon completion of the first 180 days of employment, the General Manager will conduct a subsequent written Performance Appraisal.

This appraisal process is considered part of the hiring process. Newly hired employees are considered introductory employees until they successfully complete the Introductory Period. However, completion of the Introductory Period is not an assurance of continued employment and does not affect your status as an at-will employee.

## **Employee Classifications**

Upon successfully completing the Probationary Period, employees will be classified as one of the following:

**Regular Full-Time Employees:** Defined as employees who have successfully completed the Probationary Period and are assigned a regular work schedule of at least 35 hours per week. Regular full-time employees are eligible for employee benefits as described later in this Handbook. Full-time employees who work fewer than 35 hours per week but 30 or more hours per week will have benefits pro-rated according to the number of hours worked, in accordance with federal law, state law, District policies, and requirements of vendors.

**Temporary Employees:** Defined as an employee who is hired to perform a specific task, or to be employed for a temporary period of time. Temporary positions generally are limited to less than six (6) months or, 1,000 hours, or 125 days in a fiscal year. Unless otherwise required by law, temporary employees are not eligible for benefits. In addition to the categories above, all employees are also classified as Non-Exempt or Exempt.

**Exempt Employees:** Exempt employees are regular employees whose job assignments meet the federal and/or state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay.

**Non-Exempt Employees:** Non-exempt employees are regular employees subject to federal and/or state overtime regulations, and will be compensated for overtime hours worked in accordance with the law. Non-exempt employees must comply with the District’s policies regarding overtime work.

Employees may change classifications only upon written notification from the District. There are no automatic conversions from one classification to another. Employees may speak to the General Manager if they have any questions or concerns about their classification.

## **Open Door Policy**

The District recognizes that each individual’s contribution is vital to the success of its employees and the District as a whole. To that end, the District promotes an atmosphere in which employees are encouraged to communicate openly and freely with management.

## **Equal Employment Opportunity**

The District is an equal opportunity employer and is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the District and prohibits unlawful discrimination by any Board member or employee of the District, including supervisors and co-workers.

Federal law, state law, and District policy prohibit unlawful discrimination based on race, (including, but not limited to, hair texture and protective hairstyles), ancestry, religion or religious creed (including religious dress and grooming practices), color, age , sex, gender, sexual orientation, gender identity or expression, genetic information, national origin (including language use restrictions), citizenship and/or immigration status, marital status, registered domestic partnership status, medical condition (including cancer and genetic characteristics), physical or mental disability (including HIV and AIDS), military or veteran status, pregnancy, childbirth, breastfeeding, domestic violence, assault, or stalking victim status, family or medical leave status, and related medical conditions, reproductive health decisions, or any other classification protected by federal, state, or local laws, regulations, or ordinances. The District is dedicated to ensuring the fulfillment of this policy with respect to hiring, placement, promotion, transfer, demotion, layoff, termination, recruitment advertising, pay, and other forms of compensation, training, and general treatment during employment.

The District prohibits discrimination and harassment based on the combination of two or more protected characteristics (intersectionality.) Intersectionality sets forth that different forms of inequality operate together, exacerbate each other, and can result in amplified forms of prejudice and harm. When a person claims multiple bases for discrimination or harassment, it may be necessary to determine whether the discrimination or harassment occurred on the basis of a combination of those factors, not just based on any one protected characteristic by itself.

The District will make reasonable accommodations for known physical or mental disabilities, medical conditions, or religious creed and practices of employees. The District will provide reasonable accommodation to any such employee, unless undue hardship to the operation of the District, a direct threat to health and safety, or other job- related considerations prevent the District from accommodating the employee’s disability. If you need a reasonable accommodation, please discuss the matter with the General Manager. Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The District will evaluate information obtained from the employee, and possibly their health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). The District may require or grant unpaid disability leave to an employee who is unable to perform an essential job function because of illness or injury or whose condition endangers the health of others.

The District reserves the right to require an employee to have a mental or physical examination, at the District’s cost, to determine disability status, ability to perform job functions (“fitness for duty examinations”), or potential reasonable accommodations.

## **Prohibited Harassment**

The District maintains a strict policy prohibiting harassment and/or discrimination because of any protected characteristic as described above, or any other basis made unlawful by applicable law. The District complies with the Equal Pay Act and all other applicable federal, state, and local laws regarding equal pay and compensation.

This policy applies to all persons involved in the operations of the District, including unpaid interns, volunteers, and persons providing services pursuant to a contract, and prohibits such harassment and/or discrimination by any employee of the District, including supervisors, managers, and co-workers. The policy is also in place to protect employees from prohibited harassment and/or discrimination by third parties. Prohibited harassment and/or discrimination may have occurred even if you have not lost a job or some other economic benefit. However, only harassment that unreasonably interferes with your work performance or creates an intimidating, hostile, or offensive work environment is unlawful. Prohibited harassment and/or discrimination will not be tolerated, whether or not it rises to the level of unlawful conduct. Conduct that is prohibited under this policy includes, but is not limited to:

1. Verbal conduct such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations, or comments.
2. Visual conduct such as derogatory posters, photography, cartoons, drawings, emails, internet sites, or gestures.
3. Physical conduct such as unwanted touching, blocking normal movement, or interfering with work directed at you because of your sex, gender, identity, or any other prohibited basis.
4. Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss, and offers of job benefits in return for sexual favors.
5. Other threats and demands based upon any other prohibited basis.
6. Retaliation for opposing, reporting, or threatening to report prohibited harassment and/or discrimination, or for participating in an investigation, proceeding, or hearing conducted by the Civil Rights Department.
7. Abusive conduct including repeated infliction of insults, and epithets, verbal, or physical conduct that a reasonable person would find threatening intimidating or humiliating or the gratuitous sabotage or undermining of a person’s work performance.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the conduct is motivated by sexual desire. The District will provide sexual harassment training to all employees.

Prohibited harassment under this policy is not just sexual harassment, but harassment based on any protected category. Employees must report any conduct prohibited by this policy, whether or not they are personally involved.

**No Bullying.** Bullying will not be tolerated at any level, whether employee or Board member or public in attendance at Board meetings, consistent with applicable law. This policy will be enforced, and is cause for dismissal and expulsion from meetings.

**No Retaliation.** The District prohibits retaliation against any employee because the employee engages in any protected activity, including, but not limited to, the employee filing a good faith complaint with either the District or any state and/or federal agency, the employee’s opposition to a practice or conduct the employee reasonably believes to be unlawful, the employee’s lawfully protected participation in an investigation or proceeding, the employee’s request for reasonable accommodation, or the employee’s advocacy for non-employees (such as interns and independent contractors). Any retaliatory adverse action because of such opposition or participation may be unlawful and will not be tolerated.

Employees who believe they have been subjected to retaliation, should follow the complaint procedure outlined below.

**Reporting Complaints.** If an employee believes someone has violated any portion of this policy, the employee must immediately bring the matter to the attention of the General Manager or Board, orally or in writing.

When the District receives allegations of potential misconduct related to this policy, it will conduct a fair, timely, objective, and thorough investigation, commensurate with the circumstances. The investigation will provide all parties with appropriate due process and reach reasonable conclusions based on the evidence collected. To the extent possible, the District will endeavor to keep the reporting employee’s concerns and the investigation confidential. Of course, the District cannot promise complete confidentiality, because there are circumstances in which it may need to speak with others about the complaint or investigation (for example, potential witnesses). All employees are expected to fully cooperate with District-initiated investigations. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation. Upon completion of the investigation, if misconduct that violates this policy is found, the District will take appropriate remedial measures and preventive action.

You should also be aware that the EEOC and the California Civil Rights Department ("CRD") investigate and prosecute complaints of prohibited discrimination, harassment, and retaliation in employment. In addition to the reporting procedure provided above, if you think you have been discriminated against, harassed, or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency.

Employees will be required to attend educational seminars on sexual harassment. In accordance with current state law, all supervisors receive at least two (2) hours of sexual harassment training every two years, and within six months of assumption of a supervisory position. All nonsupervisory employees must receive at least one (1) hour of sexual harassment training and once every two (2) years thereafter. New nonsupervisory employees will be provided sexual harassment training within six months of hire.

## **Rehired Employees**

Unless otherwise prohibited by law, employees who are rehired following a break in service in excess of one (1) year, other than an approved leave of absence, must serve another Probationary Period, whether or not such period was previously completed. Such employees are considered new employees from the effective date of their re-employment for all purposes, as determined by CALPERS including the purposes of determining eligibility to receive benefits. No probation period for Cal Pers – it is an automatic carrier over.

## **Promotions**

It is the District’s intent to promote from within whenever possible. However, it is in the District’s best interest to fill all positions with the best qualified individual. When opportunities occur within the organization, promotions and transfers will be based upon an employee's qualifications and performance. In general, only employees who have been at their present job assignment for at least six (6) months will be considered for a promotion or transfer.

## **Access to Personnel Records**

The District maintains employment records for all employees. The information recorded in your personnel file is extremely important to you and to the District. It is the employee’s responsibility to make sure that the personal data in the file is accurate and up to date. Report any change of address, phone number, etc., to the General Manager in writing immediately. As a District employee, employees have a right to inspect their personnel file and payroll records, as provided by law, on the District premises at a time mutually convenient for the employee and the District. To inspect the employee’s personnel file, employees should submit a written request to the General Manager. Once the written request is submitted, an inspection of the personnel records will be scheduled no later than thirty (30) calendar days from receipt of the request. Payroll records will be provided within 21 days. Employees also have a right to receive copies of documents within their personnel file and of their payroll records, pursuant to applicable law. Employees may add to the file their version of any disputed item in their personnel file.

## **Employee Relationships**

The District desires to avoid misunderstanding, actual or potential conflicts of interest, complaints of favoritism, and morale problems that can result from romantic or familial relationships between employees in supervisory or other influential positions in the District and other employees.

For this reason, the District prohibits employees from supervising relatives or close personal friends, or from working with relatives or close personal friends if doing so may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale. For purposes of this policy, “relative” means spouse, registered domestic partner, mother, father, children, sibling, -parent-in-law, son and daughter-in- law, cousin, aunt and uncle. A “close personal friend” is anyone with whom you have a romantic or intimate relationship or who resides in your home.

If you have a relative or close personal friend who is a District employee or applicant, and you believe retaining or hiring that individual could implicate this policy or otherwise create an actual, perceived, or potential conflict of interest, you must immediately and fully disclose in writing the relevant circumstances to the General Manager. If there is an actual, perceived, or potential conflict or other violation of this policy, the District may take appropriate action according to the circumstances, up to and including the transfer or termination of one or both of the employees.

**Section II – Wages and Hours**

## **Time Sheets**

All non-exempt employees must fill in time sheets at the beginning and end of their shift, during non-work periods, or whenever they leave the workplace for personal reasons. Rest breaks need not be recorded on the time sheets. Timesheets are prepared for each pay period and are to be given to the employee’s supervisor for approval prior to payroll processing. It is important for employees to keep accurate time sheets and to turn them in when they are due. A time sheet is a legal document and must not be tampered with. Corrections must be approved by the employee supervisor and initialed by the employee. Employees who fill out a fellow employee’s time sheet or falsify their own timesheet may face disciplinary action up to and including termination. The time sheet should be completed in a neat and orderly manner (so that all entries are easily read) and vacation, sick, and holiday time must be entered into the time sheet.

**Non-exempt employees may not work “off the clock” for any reason. Employees must record all hours worked.**

Employees who are asked to work “off the clock” or if they believe another employee is working “off the clock,” must notify the General Manager immediately. Likewise, employees must immediately notify the General Manager of any time worked that is not reflected on their time sheet.

The District reserves the right to make deductions from an exempt employee’s salary for partial days of absence as provided by applicable law.

## **Paydays**

Pay periods are every two weeks. Pay periods start on Sunday at 12:00 am and end on Saturday at 11:59 pm. Payroll is processed on the first business day after the end of the pay period, and payment is made within five (5) working days of the end of the pay period. Time sheets must be submitted by 9:00 a.m. the Monday following the end of the pay period.

Employees should immediately review their paychecks for errors.

Employees may voluntarily elect to receive their paycheck through direct deposit. Employees who receive a paper check should discuss the process for receiving their checks with the Office Manager.

## **Work Hours**

The standard workweek begins Sunday at 12:00 am and ends at 11:59 pm the following Saturday.

The District’s regular work hours are Monday through Friday, 8:00 a.m. to 4:00 p.m., depending upon operational requirements. As a general rule, the office is to be staffed from 8:00 am – 4:00 pm, with the exception of the lunch period from 12:00 p.m. to 1:00 p.m.

Field staff and Office Manager hours are 8:00 am to 3:30 pm, during the Winter months. Field staff and Office Manager hours are 7:00 am to 2:30 pm during the summer months. The field and Office Manager staff have a 30-minute lunch period.

## **Overtime**

Due to varying workloads and cycles throughout the District, you may be required to work beyond your normal shift. The District will pay all non-exempt employees overtime pay for time over 7 hours per day and over thirty-five (35) hours in a work week. Although the District will endeavor to provide advance notice of any required overtime, this is not always possible.

Overtime work by non-exempt employees must be approved by the General Manager in advance of being worked when feasible. Non-approved overtime will be paid, but may subject the Employee to disciplinary procedures.

Overtime is paid at a rate of one and a half (1½) times the employee's regular hourly rate of pay for all hours worked. Hours paid for hours not worked, i.e., sick days, and vacations, do not count toward hours worked for overtime computation purposes. as

Employees who are required to work on a District designated holiday shall be paid extra compensation through premium rate pay of one and a half (1½) time the Employee's regular hourly rate of pay for all hours worked. Employees who are not required to work on a District designated holiday shall be paid for eight (8) hours of holiday pay due to the occurrence of the holiday at the employee's base hourly rate of pay in the pay period in which the holiday occurs or is taken in the case of a floating holiday.

## **On-Call**

The District will provide a rotating On-Call schedule.

## **Attendance**

Attendance and punctuality are extremely important. When an employee is absent, his or her fellow employees must bear the burden of that absence. Regular attendance and promptness are required.

Employees must be at their workplace and ready to work at their starting time.

When you are unexpectedly tardy and anticipate being more than 15 minutes late, you must contact the General Manager to advise the District of your estimated arrival time. If you are unexpectedly unable to report to work, you must notify the General Manager at least two (2) hours before your scheduled shift. In either instance, you must personally speak to the General Manager. If you cannot reach the General Manager, notify the Office Manager.

Unless you have made other arrangements with the General Manager, each day you are absent, you must call the Office Manager or General Manager and indicate the reason and estimated duration of your absence. When you are absent because of your own or a family member’s illness or injury, we may require you to submit a certification from your health care provider in accordance with the law.

If you do not follow this policy to notify us of your absences, you may be considered to have voluntarily resigned your employment with the District.

## **Rest Breaks and Meal Periods**

Although the District is not required by law, it provides its employees with meal breaks and rest periods and expects employees to follow the following policy.

Non-exempt employees are provided a thirty (30) minute for the field staff and 1 (one) hour for the office staff of unpaid meal period. Employees may leave the premises during their meal period. If an employee works a shift of five (5) hours or more, the employees are required to take this unpaid meal period by the end of the fifth hour of work. Employees who work less than six (6) hours in a workday may voluntarily waive their meal period.

Employees who work a shift of ten (10) hours or more, are required to take a second, unpaid meal period by the end of the tenth hour of work. Employees who work more than ten (10) hours, but no more than twelve (12) hours, in a workday may waive their second meal period so long as the first meal period was not waived.

Employees are required to record all meal periods taken within their time sheets. Employees who violate this policy will be subject to disciplinary action up to and including termination. Non-exempt employees are provided a ten-minute rest period for each four (4) hours of work or major fraction thereof.

Non-exempt employees must observe assigned working hours, the time allowed for meal and rest periods, and report any missed meal and rest periods. It is the employee’s responsibility to clock in and clock out for their shift, take appropriate meal and rest periods, and ensure that their time is accurately reflected in their time records. Employees may not begin working until they have clocked in. Working ‘off the clock’ for any reason is considered a violation of District policy. If an employee forgets to clock in or out, or if the employee believes their time records are not recorded accurately, the employee must notify their supervisor immediately, so the time can be accurately recorded for payroll purposes. Failure to abide by the District’s meal and rest period policies may result in disciplinary action.

## **Lactation Accommodation**

The District provides a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child each time the employee needs to express breast milk during the workday. The District will make a reasonable effort to provide the employee with the use of a room or other location, other than a bathroom, in close proximity to the employee's work area for the employee to express milk in private. Such space will meet the requirements of the California Labor Code.

Please contact the General Manager to request this type of accommodation. If an employee requests lactation accommodation and the District cannot provide break time to express milk or a location that complies with this policy, the District will provide a written response to the employee.

The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees must clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

## **Performance Appraisals**

The District maintains a policy of evaluating employee job performance as a means of measuring the efficiency and effectiveness of operations and providing employee with meaningful information about their work. Effective performance appraisals also aid in making personnel decisions related to such areas as training, merit pay increases, promotion, job assignments, retention, and long-range planning. The process is intended to be participatory in nature, involving the employee and the General Manager.

The performance appraisal process is designed to be as objective as possible, focusing on overall performance in relation to job responsibilities, and also takes into account conduct, demeanor, and record of attendance and tardiness. The District attempts to conduct these formal appraisals annually. In addition, special written performance appraisals may be conducted by the General Manager at any time to advise the employee of the existence of performance or disciplinary problems. The use of such a system does not change the at-will employment status, either the Districts or the employee may terminate employment at any time with or without cause. Compensation may be reviewed around the time of the performance appraisal; however, there are no automatic pay increases, and a positive performance appraisal does not guarantee a compensation increase or even continued employment. It is the District’s objective to adjust a wage rate that best represents performance level and responsibilities in accordance with current business circumstances, in its sole discretion.

# **Section III – Employee Benefits**

## **Introduction**

The District has developed a broad, comprehensive set of employee benefit programs to supplement regular wages. The District is continually investigating opportunities to improve its benefits as budget limitations permit.

These employee benefit programs consist of two categories: insured and uninsured. Insured benefits are those that the District pays for through an outside source. Examples of these benefits are medical, dental, and vision insurance. Examples of uninsured benefits are vacation, sick, and holiday pay. These are benefits that are paid for directly by the District and are available to employees with conditions and specifications summarized in the following pages.

## **Group Insurance Plans**

The District provides group medical, dental, and vision insurance at no cost to eligible employees and eligible dependents as the plan dictates. Employees will be provided more information about the benefits for which they may qualify in the Summary Plan Descriptions ("SPD") that will be made available to the employee and during the new employee orientation from the General Manager. In the case of any conflict between this Handbook or any other District statement or document and the SPD, the SPD controls.

## **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. You will be provided more information about the program in the SPD that will be made available to you during the new employee orientation from the General Manager.

## **Workers’ Compensation Program**

The District provides workers' compensation coverage to all employees. This coverage protects you if you experience a work-related injury or illness. It may provide medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries or illnesses. The cost of this coverage is completely paid for by the District.

If you are injured while working, you must immediately report such injuries to the General Manager, regardless of how minor the injury might be. If you have any questions regarding workers' compensation coverage, you should contact the General Manager.

## **California Public Employees’ Retirement System (CalPERS)**

In addition to Social Security, regular full-time employees are eligible to participate in a retirement plan administered by the California Public Employees’ Retirement System. If eligible, you will be provided further information about your right to participate and how to enroll.

## **Educational Assistance**

Recognizing the mutual benefits derived from personal growth and increased work competence, it is the policy of the District to provide financial assistance to regular full-time employees interested in furthering their formal education to the benefit of the District. To be eligible, an employee must have completed the Probationary Period unless completion of a seminar, training, or class is a job requirement. All requests must be approved in advance by the General Manager. This assistance is provided through the Educational Assistance Program and outlined below.

**Career-Related and Specific Job-Related Courses.** Career and job-related course tuition, required text, and initial exam fee expenses will be pre-paid upon approval. The District will not pay for re-testing fees if an employee does not pass an initial exam.

As a general rule, the District will pay for courses and exams that are required by regulation to operate the water systems including continuing education. Subject to approval based on operational needs, employees may attend such courses during work hours without loss of pay for a maximum of 40 hours per fiscal year. Employees may use leave without pay or vacation leave for attendance at off-site courses in excess of 40 hours.

Courses leading to certification at a level more than one-grade above that required to operate the system(s) are not eligible for participation in this program. With advance approval, based on operational need, employees may take leave without pay or vacation leave to attend such courses.

**Seminars/Conferences Attended During District Time.** The District policy may provide for one career and job-related seminar/conference per fiscal year with fees, text, transportation, lodging and meals, pre-paid upon approval. On occasion there may be additional conferences pertinent to the District and consideration will be given upon submission of a request.

Upon return, a report must be presented recapping the significant highlights and benefits to the District as a result of attendance.

**Membership/Certification Renewal.** For positions that require specific certifications and/or annual memberships, the District will reimburse employees for certification renewals so long as the employee is in good standing with the licensing entity. Employees must obtain approval before registering or applying for such certification or membership.

**Additional Requirements.**

* You are responsible for registration and ordering of any necessary text.
* If you do not complete or fail a course, you will be expected to repeat the course at your own expense. In general, no future approvals will be given until this is cleared from the files.
* Employees are expected to apply for and utilize available sources of grant funding prior to seeking payment from the District whenever possible.

## **Paid Time Off**

The District’s policy allows eligible employees to earn time off in accordance with their employment status and length of service and to use such earned time to take time off with pay under the guidelines stated in this policy. Employees’ paid time off will be pro-rated according to their scheduled work hours. Please note that District’s fiscal year is utilized for tracking paid leave. Categories of paid leave are provided as outlined below.

1. **Vacation**

The District recognizes the value of rest and relaxation and encourages you to use all accrued vacation benefits. Regular full-time scheduled employees are eligible for paid vacation according to months of service. Unless otherwise required by law, vacation must be approved at least two (2) weeks in advance by the General Manager.

Vacation is earned and accrued beginning the first day of the month following the date of hire with maximum accrual as follows:

|  |  |  |
| --- | --- | --- |
| **Months of Service** | **Annual Accrual Hours** | **Maximum Accrued Hours** |
| 0 -72 | 5.83 per month | 105 hours |
| 73 plus | 8.75 per month | 158 hours |

\*Regular full-time employees working less than 35 hours and 30 or more hours per week are pro-rated according to scheduled hours. For non-exempt employees, the minimum increment of vacation earned is 15 minutes.

You accrue vacation time as you work at your base rate of pay, up to the applicable maximum accrual stated above. After reaching the maximum accrual, you do not accrue additional paid time off until you use sufficient paid time off to fall below the maximum.

Vacation does not accrue while you are on an unpaid leave of absence. Vacation is paid at your base rate of pay and is not included in the calculation of overtime.

* 1. **Vacation and Holidays**

If a District-recognized holiday falls during your pre-approved, scheduled vacation, the holiday will not be charged against your vacation, provided you are eligible for holiday pay.

* 1. **Timekeeping**

You are required to keep accurate time records that reflect time taken off under this policy. Your vacation will be deducted for any time off taken under this policy.

* 1. **Checking Voicemail and Email**

We strongly believe you should devote your vacation to rest and relaxation. Non-exempt employees must not check their voicemail or email when on vacation.

* 1. **Payment Upon Separation**

If you leave the District with a balance of vacation hours, you will be paid for those hours at your then- current base rate.

1. **Holiday Observances**

The District observes regular paid holidays each year. All regular full-time employees will receive up to seven (7) hours of pay at one and a half time for the following holidays, subject to the conditions below.

* New Year’s Day – January 1
* Martin Luther King Day – Third Monday in January
* Presidents’ Day – Third Monday in February
* Memorial Day – Last Monday in May
* Juneteenth
* Independence Day – July 4
* Labor Day – First Monday in September
* Indigenous People’s Day/Columbus Day October 14
* Veteran’s Day – November 11
* Thanksgiving – Fourth Thursday in November
* Day after Thanksgiving
* Christmas Eve – December 24
* Christmas Day – December 25

If the holiday falls on a Saturday, it will usually be observed on the preceding Friday. If it falls on a Sunday, it will usually be observed on the next Monday unless otherwise noted. Employees on unpaid leave of absence for any reason at the time of the holiday observance will be ineligible for holiday pay.

If a holiday falls during your approved vacation period, you will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.

Holiday pay is not considered hours worked for purposes of computing overtime pay.

1. **Sick Leave**

Paid sick leave is a benefit that is accumulated in order to provide a cushion for incapacitation due to illness. It is to be used only when actually required for illness or injury; sick leave is not for “personal” absences. However, you may use your accrual to attend to the diagnosis, care, or treatment of an existing health condition of, or preventative care for, you, your family member, or a designated person designated under applicable law. A designated person is a person identified by you no later than the time you request paid sick days. You have the sole discretion to designate sick leave as being taken for the employee, their family members, or a designated person. Employees who are victims of domestic violence, sexual assault, or stalking may also use their accrual as necessary in accordance with the law. The District reserves the right to ask for documentation from an employee who requested sick time if the District has information indicating that the employee is not requesting paid sick leave for a valid purpose.

The District offers paid sick leave to time employees at a rate of seven (7) hours per month (for employees who work less than 35 hours per week, paid sick leave is pro-rated). Accrued sick leave can be converted to service credit at the time of your retirement. Sick leave service credit does not change your age factor at retirement or your effective retirement date. It simply increases the amount of service credit used in determining your retirement benefit. All state and school members are eligible to convert sick leave to service credit. Public agency members are eligible only if their employers contracted for this benefit. To have sick leave applied, you must retire within 120 days of separation from your CalPERS employer. 2,000 hours equal one year of service credit. To find out how much service credit your sick leave will provide, take your sick leave hours and divide it by 2,000. Vacation and other types of leave time such as compensatory time off (CTO), personal or annual leave and holiday credits cannot be converted.

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Temporary employees will receive a minimum of 6 hours (but no more than 8 hours) of sick time per month so that you accrue no less than 24 hours of Healthy Families Sick Leave by your 120th calendar day of employment, and 40 hours by the 200th calendar day of employment. Temporary employees may only use up to five (5) days or 40 hours of accrued Healthy Families Sick Leave per year. Temporary employees may begin using their accrued sick time on their 90th day of employment. Unused sick leave carries over from year to year, but temporary employees may not accrue more than 80 hours of paid sick leave.

Employees are expected to provide as much advance notice as possible of their need to take time off under this policy and may be required to provide appropriate medical documentation when permitted by law. For absences due to an employee’s own health condition, the employee may also be required to provide a release from a health care provider prior to returning to work.

If you are unable to report to work due to unscheduled paid time off, you must contact the Office Manager or General Manager as soon as possible, but no later than one hour after your normal starting time or you may not receive sick pay for that day. A phone call, email, or text message is acceptable, providing you receive a response back acknowledging your absence. If you become sick during the day, you must notify the General Manager before leaving the office.

# **Section IV – Leaves of Absence**

Several types of unpaid leaves of absence are available to eligible employees under the District’s policies and as may be required by State or federal law.

## **Personal Leaves of Absence**

Employees who have been continuously employed with the District for at least one (1) year, may, due to special circumstances not covered by any other District leave policy, request a personal leave of absence without pay, for a reasonable period of time up to one hundred and eighty (180) days. Requests for leaves of absence will be considered on the basis of 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. Granting personal leave of absence is not guaranteed and it is in discretion of the District.

A request must be submitted in writing and be approved in writing by the General Manager before a leave begins. A request for an extension of a leave of absence must be submitted in writing and approved in writing by the General Manager before the extended period begins. It is your responsibility to report to work at the end of the approved leave. If you fail to report to work on the day after your leave expires, you may 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 your complete responsibility 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.

## **California Family Rights Act (“CFRA”)**

The District recognizes that you may need to be absent from work for an extended period of time for family, designated persons, and/or medical reasons. Our District complies with applicable law providing for family, medical, and pregnancy disability leaves. The District will grant these leaves to you as required by applicable law in effect at the time the leave is granted. We intend to grant leave benefits only to the extent the law requires.

You must request any leave in writing as far in advance as possible. If you have not contacted your supervisor at the end of your scheduled leave, we will assume that you do not plan to return and you have terminated your employment. If you are unwilling or unable to return to work at the conclusion of the leave, you are allowed, your employment may be terminated.

**Employees Who May Take Leave.**Before you may seek a leave of absence, you must:

* have been employed by the District for at least a total of 12 months; and
* have worked at least 1,250 hours in the previous 12 months.

**Reasons for Taking Leave.**You may request an unpaid leave for any of the following reasons:

* For your own serious medical condition which makes you unable to perform your job duties, except for disability on account of pregnancy, childbirth, or related medical conditions; or
* to care for your child after birth, or the placement of a child with you in connection with the adoption or foster care of the child by you; or
* to care for your child, spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, or child of your registered domestic partner who has a serious medical condition;
* to care for a designated person who has a serious medical condition (designated person means “any individual related by blood or whose association with the employee is the equivalent of a family relationship”); or
* for a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, registered domestic partner, child, or parent in the Armed Forces, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, accompanying certain leave during a period of foreign deployment, and attending arrival ceremonies or post-deployment reintegration briefings.

**Length of Leave Allowed.** The maximum time you will be allowed to take a leave, if you are eligible, is 12-workweeks in a 12‑month period. The District may require or you may elect to use any accrued paid vacation leave, personal leave, or medical or sick leave for any part of the 12-week period. This paid time counts against your CFRA entitlement. You are required to follow the District’s paid leave policies with respect to use of that leave.

The District will use a “rolling” 12‑month period measured backward from the date you begin a leave to determine how much leave time is available to you, unless another calculation is required by law.

**Serious Medical Condition.**A serious medical condition is an illness, injury, impairment, or physical or mental condition that involves either: (1) inpatient care in a hospital, hospice, or residential health care facility, or (2) continuing treatment or continuing supervision by a health care provider.

Subject to certain conditions, the continuing treatment or supervision requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Use of Leave.** You do not need to use this leave entitlement in one (1) block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

***ADVANCE NOTICE AND MEDICAL CERTIFICATION.*** You may be required to provide us with advance leave notice and medical certification. Your leave request may be denied or your leave delayed if these requirements are not met.

* You must provide us thirty (30) days’ notice of your need for leave if such need is foreseeable. If your need for leave is not foreseeable, you must notify us as soon as possible and comply with the District’s normal call-in procedures. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work.
* You must provide sufficient information for us to determine if the leave may qualify for CFRA protection. Sufficient information may include that you are unable to perform job functions, your family member is unable to perform daily activities, the need for hospitalization or continuing treatment or continuing supervision by a health care provider, or circumstances supporting the need for military family leave. You also must inform us if the requested leave is for a reason for which CFRA leave was previously taken or certified.
* We require medical certification if you request leave because of your own or a family member’s serious medical condition. We may also require a second or third medical opinion regarding your own serious health condition at our expense. You are required to cooperate with us in obtaining any additional medical opinions we may require.
* We will inform you if your leave will be designated as CFRA-protected and, if so, the amount of leave counted against your leave entitlement, your rights and responsibilities, and any other additional information required. If your leave is not CFRA-protected, we will provide you with a reason for your ineligibility.
* If you take a leave because of your own medical condition, you must obtain a release from your health care provider before you return to work.

**Job Benefits and Protections.** We will continue our contributions for your health care coverage for the duration of your leave. You must continue to make any premium payments for health care coverage for yourself or your dependents that you are now required to make if you want the coverage to continue during your leave. Employees will normally be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms when they return from leave. Your use of leave will not result in the loss of certain benefits accrued prior to the start of your leave. However, you may be required or permitted to use your accrued paid leave benefits.

It is unlawful for an employer to interfere with, restrain, or deny the exercise of any right provided under CFRA, or for an employer to discharge or discriminate against any person for opposing any practice made unlawful by CFRA or for involvement in any proceeding under or relating to CFRA. CFRA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

**Premium Cost Repayment.** If you choose not to return to work from a leave allowed by this policy, you will be required to repay to us the premium amounts we paid during your leave, unless you do not return to work because of circumstances beyond your control.

## **Family Medical Leave Act (“FMLA”)**

. . FMLA and CFRA typically run concurrently but will run separately in certain situations where the laws differ. FMLA and CFRA have differing definitions of “family member,” and only FMLA allows employees to take up to twenty-six (26) weeks of leave to provide care for an injured military family member. Because of this and sometimes different reasons, FMLA and CFRA leaves may not always run concurrently. The table below helps illustrate some of the distinctions.

**Employees Who May Take Leave.**Before you may seek a leave of absence you must:

* have been employed by the District for at least a total of 12 months; and
* have worked at least 1,250 hours in the previous 12 months; and
* work within 75 miles of 50 or more of our other employees.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| REASONS FOR LEAVE | | CFRA | FMLA | Both |
| * To care for or bond with: | * An employee’s newborn child or newly place foster or adopted child. |  |  | X |
| * A domestic partner’s newborn child or newly placed foster or adopted child. | X |  |  |
| * To care for a family member with a serious health condition who is the employee’s: | * Spouse, parent1or child under age 18, or age 18 or older who is incapable of self-care. |  |  | X |
| * A domestic partner, child of any age, or domestic partner’s child of any age, sibling, grandparent, or grandchild. | X |  |  |
| * To care for a “designated person” with a serious health condition (limited to one “designated person” in a 12-month period): | * An individual, other than those listed as a family member above, who is related by blood or whose association with the employee is the equivalent of a family relationship | X |  |  |
| * The employee’s own serious health condition that makes the employee unable to perform their job, excluding leave for the medical disability related to pregnancy and birth. | |  |  | X |
| * The employee’s own medical disability related to pregnancy and birth. | |  | X |  |
| * A qualifying military exigency related to the covered active duty or call to covered active duty of an employee’s spouse[[1]](#footnote-1), parent or child in the United States armed forces. | |  |  | X |
| * Military caregiver leave for a service member with a serious health condition who is the employee’s spouse, child, parent or next of kin.\* | |  | X |  |

**Military Related Leave.** You may request an unpaid leave for any of these additional reasons:

* Military Caregiver Leave (FMLA only) to care for an active duty member of the Armed Forces, including the National Guard or Reserves, or a qualifying veteran who is your spouse, registered domestic partner, son, daughter, parent, or next of kin and who is undergoing medical treatment, recuperation, or therapy, in outpatient status, or on the temporary disability retired list for a serious injury or illness, for a serious injury or illness incurred in the line of duty on active duty or for a qualifying pre-existing injury or illness; Employees will be required to submit certification by the service member’s healthcare provider. The maximum duration of leave is 26 weeks during a 12-month period. The 12-month period begins on the first day the eligible employee takes military caregiver leave and ends 12 months after that date. During this period, the employee may also take FMLA for another FMLA qualifying reason but may not take more than 12 weeks of leave for the other reason, and not more than 26 weeks of FMLA combined. For example, during the single 12-month period, an eligible employee may take up to sixteen (16) weeks of FMLA leave to care for a covered service member combined with up to ten (10) weeks of CFRA/FMLA leave to care for a newborn child.

Qualifying Exigency Leave (FMLA and CFRA) for a qualifying exigency, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, short notice deployment limited to seven calendar days from notice, and attending post-deployment reintegration briefings, arising out of the fact that your spouse, registered domestic partner, son, daughter, or parent is on specified active duty (or has been notified of an impending call or order to specified active duty) in support of a contingency operation. The maximum duration of leave is 12 weeks during a 12-month period, using the rolling backward measurement method defined above. Leave may be continuous or on an intermittent/reduced work schedule basis. Although qualifying exigency leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the total leave exceed twelve (12) weeks in any 12-month period (with the exception of military caregiver leave as set forth above).

**Length of Leave Allowed.**The maximum time you will be allowed to take “qualifying exigency” leave, if you are eligible, is 12-workweeks in a 12‑month period. This does not include leave time that may be allowed because of pregnancy disability. The District may require or you may elect to use any accrued paid vacation leave, personal leave, or medical or sick leave for any part of the 12-week period. This paid time counts against your FMLA entitlement. You are required to follow the District’s paid leave policies with respect to use of that leave.

The maximum time you will be allowed to take family leave to care for an active-duty member or qualifying veteran of the Armed Forces as described above, if you are eligible, is 26-workweeks in a 12-month period. The District may require you to use, or you may voluntarily elect to use, any accrued paid vacation leave, personal leave, family leave, or medical or sick leave for any part of the 26-week period.

The District will use a “rolling” 12‑month period measured backward from the date you begin a leave to determine how much leave time is available to you, unless another calculation is required by law.

**Key Employee.** Key employees may be subject to reinstatement limitations in some circumstances. If you are a key employee, you will be notified of such limitations on reinstatement at the time you request a leave.

It is unlawful for an employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or for an employer to discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

***PREMIUM COST REPAYMENT.*** If you choose not to return to work from a leave allowed by this policy, you will be required to repay to us the premium amounts we paid during your leave, unless you do not return to work because of circumstances beyond your control.

## **Pregnancy Disability Leave**

In addition to family and medical leaves, pregnant employees are entitled to take leave if they are disabled by the pregnancy, childbirth, or a related medical condition. You do not need to use pregnancy disability leave in one continuous block. You are eligible for up to four months of leave per pregnancy, to be taken as medically necessary.

Pregnancy disability leave may be taken intermittently or on a reduced work schedule, when medically advisable, as determined by the employee’s health care provider. If it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule, and it is foreseeable based on planned medical treatment because of pregnancy, the District may require the employee to transfer to an available alternative position. This alternative position will have the equivalent rate of pay and benefits the employee must be qualified for the position, and it must better accommodate recurring periods of leave than the employee’s regular job. The alternative position does not have to have equivalent duties. Transfers to an alternative position may include altering an existing job to accommodate better the employee’s need for intermittent leave or a reduced work schedule

During the duration of your pregnancy-related leave, up to a maximum of four (4) months, we will continue our contributions for your health care coverage at the same level and conditions in effect prior to your leave of absence. You must, however, continue to make any premium payments for yourself or your dependents that you are now required to make, if you want the health insurance coverage to continue during your leave. The District will be entitled to recover from your insurance premiums paid to continue your coverage during your maternity leave if you fail to return to work after the leave of absence, provided that your failure to return is not due to leave taken under the FMLA or CFRA, or for other circumstances beyond your control.

**Pregnancy accommodation:**

The District will provide reasonable accommodation to an employee disabled or limited by pregnancy, childbirth, or related medical condition, if they so request, on the advice of their health care provider or when need for accommodation is obvious. Such reasonable accommodation may include a temporary transfer to a less strenuous or hazardous position, if the employee so requests and is qualified to perform the job, on the advice of her physician. However, the District will not create an additional position for such an accommodation, nor will the District discharge any employee or transfer an employee with more seniority.

## **Reproductive Loss Leave of Absence**

In the event of a miscarriage, failed surrogacy, stillbirth, unsuccessful assisted reproduction (such as artificial insemination or embryo transfer), or failed adoption (each a “Reproductive Loss”), you may take up to five (5) unpaid scheduled workdays off. The five days of reproductive loss leave do not need to be taken consecutively; they can be intermittent; however, you must complete the reproductive loss leave within three months of the date of the Reproductive Loss. While the leave is unpaid, you are entitled to use available vacation and/or sick time. Notwithstanding the foregoing, if prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave under another leave entitlement, such as the California Family Rights Act or PDL, the Reproductive Loss Leave will be available for use during the three months following the end date of the Other Leave. The days do not need to be used consecutively. Employees who experience more than one reproductive loss event within a 12-month period, are limited to 20 days of Reproductive Loss Leave during that a 12-month period.

The Human Resources Manager may also approve additional unpaid time off. This leave is separate and distinct from the leave provided under the California Fair Employment and Housing Act. You must be employed by the District for at least 30 days to be eligible for this leave.

## **Medical Leave**

To the extent required by applicable law, you will be granted a medical leave of absence without pay for a reasonable period of time if you are not otherwise eligible for other leaves of absence, so long as the absence does not create an undue hardship on the District. The absence will be extended or continued only to the extent required by applicable law. Your right to return to a position following the absence will be provided only to the extent required by applicable law. The District intends to make reasonable and appropriate accommodations and to grant extended medical leaves of absence only as expressly required by applicable law. A medical leave of absence can affect your health insurance and other paid benefits. Ask the Human Resources Manager for information about medical leaves of absence.

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## **School Activity Leave**

If you are a parent, guardian, stepparent, foster parent, grandparent, or otherwise act as a “parent” to school children from kindergarten through Grade 12, or who are placed with a licensed child care provider, you may take time off (up to a maximum of eight (8) hours in one (1) calendar month and 40 hours in one (1) calendar year) to participate in school or day care activities, including: (1) to find, enroll, or reenroll your child in a school or with a licensed child care provider; (2) to participate in activities of the school or licensed child care provider; or (3) to address a child care or school emergency. We may require proof of your participation in the activities covered by this policy.

## **School Suspension Leave**

If you are the parent or legal guardian of a child, and you receive written notice from the principal of the child’s school requesting your attendance at a disciplinary conference, you are entitled to take an unpaid leave to attend the conference. Check with the Human Resources Manager for eligibility and scheduling before taking any leave to attend a disciplinary conference.

## **Time Off and Reasonable Accommodation for Victims of a Qualifying Act of Violence**

You may take leave for a qualifying act of violence against yourself or your family member who is a victim of a qualifying act of violence for your safety while at work. For purposes of this section, a qualifying act of violence includes: (1) domestic violence or abuse; (2) sexual assault; (3) stalking; or (4) any act, conduct, or pattern of conduct that includes (i) physical injury, (ii) in which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual. or (iii) a perceived or actual threat to use force against another to cause physical injury or death.

“Family member” for purposes of this leave means a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, or a designated person. The designated person may be identified by the employee at the time the employee requests leave, and an employer may limit an employee to one designated person per 12-month period.

Although the leave is generally unpaid, you may use your available paid sick leave or vacation for the purposes described below. You may request leave to (1) To obtain or attempt to obtain any relief for the family member. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim. (2) To seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence. (3) To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence. (4) To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence. (5) To participate in safety planning or take other actions to increase safety from future qualifying acts of violence. (6) To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare. (7) To provide care to a family member who is recovering from injuries caused by a qualifying act of violence. (8) To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence. (9) To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence. (10) To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

Duration of leave: 1) up to 12 weeks in total if the employee is the victim. 2) up to 5 days for the purposes of helping a family member relocate, if the family member is a victim and the employee is not a victim; 3) up to 10 days total if the employee’s family is a victim who is not deceased, and the employee is not a victim.

The leave is unpaid, but employees may use vacation time or accrued and available paid sick leave concurrently with their time off due to a qualifying reason.  This leave runs concurrently with the California Family Rights Act leave if the employee would have been eligible for that type of leave.

Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. If advance notice is not feasible, you will be required to provide, within reasonable time, documentation establishing the right to such time off.

Where possible, please provide your supervisor or the General Manager reasonable notice of your need to take time off under this policy and/or your need for an accommodation. We may require proof of your participation in the activities covered by this policy and/or certification regarding your need for the accommodation.

The District will, to the extent allowed by law, maintain the confidentiality of your request for leave or reasonable accommodation under this provision.

You will not be retaliated or discriminated against for exercising any rights provided under this provision. The District will also not retaliate against you for disclosing your status as a victim of a qualifying act of violence. If you think you have been discriminated against or that you have been retaliated against for exercising any rights under this provision, you may file a complaint to the California Civil Rights Department.

Reasonable accommodation for victims of qualifying acts of violence:

The District will provide reasonable accommodations for an employee who is a victim or whose family member is a victim of a qualifying act of violence and requests an accommodation for the safety of the employee while at work. The District will engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations. In determining whether the accommodation is reasonable, the District will consider an exigent circumstance or danger facing the employee or their family member. Reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, permission to carry telephone at work, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking, or another qualifying act of violence that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other qualifying act of violence, or referral to a victim assistance organization. The District is not required to provide a reasonable accommodation to an employee who has not disclosed the employee’s status, or the employee’s family member’s status, as a victim. The law does not require the District to undertake an action that constitutes an undue hardship on its business operations, including an action that would violate its duty to furnish and maintain a place of employment that is safe and healthful for all employees.

Upon the request of the District, an employee requesting a reasonable accommodation shall provide the employer a written statement signed by the employee or an individual acting on the employee’s behalf, certifying that the accommodation is for a purpose of accommodation as described above.

The District may also request certification from an employee requesting an accommodation demonstrating the employee’s status, or the employee’s family member’s status, as a victim. Certification may include documents as specified for the purposes of victim's leave. The District may request recertification of an employee’s status, or an employee’s family member’s status, as a victim, or ongoing circumstances related to the qualifying act of violence, every six months after the date of the previous certification. If an employee no longer needs an accommodation, the employee shall notify the employer that the accommodation is no longer needed.

Any verbal or written statement, police or court record, or other documentation provided to Human Resources identifying an employee or the employee’s family member as a victim will be maintained as confidential by the District and will not be disclosed except as required by federal or state law or as necessary to protect the employee’s safety in the workplace.

## **Time Off for Crime Victims**

If you or an immediate family member has been the victim of certain crimes defined by law, including serious or violent felonies or felonies relating to theft or embezzlement, you may take time off work to attend judicial proceedings related to the crime or to appear in court at any proceeding in which a right of the victim is at issue. “Immediate family” under this policy means your spouse, registered domestic partner, child, child of a registered domestic partner, parent, sister, brother, grandparent, mother-in-law, father-in-law, stepparent, stepchild, and any other person who is part of your household. You may be required to provide appropriate documentation from the court. The District will make every effort to maintain the confidentiality of your request for this leave.

## **Time Off for Emergency Duty Personnel**

If you work as a volunteer firefighter, reserve peace officer, or emergency rescue personnel, you may take time off work to perform emergency duties.

If you are a volunteer member of the California Wing of the Civil Air Patrol, you may take up to ten (10) days of leave per year to respond to an emergency operation or mission. Where possible, please provide your supervisor or the General Manager appropriate notice of your need to take time off under this policy.

## **Time Off for Bone Marrow or Organ Donation**

If you have exhausted all available sick leave, you will be permitted to take a leave of absence with pay, not exceeding thirty (30) days, for the purpose of organ donation. After exhausting the initial leave, you may also take an additional unpaid leave of absence for the purpose of organ donation not to exceed thirty (30) business days within a one (1) year period. You will also be permitted to take a leave of absence with pay, not exceeding five (5) days, for the purpose of bone marrow donation.

The District reserves the right to require you to use up to five (5) days earned sick leave or vacation time for bone marrow donation, and up to two (2) weeks earned sick leave or vacation time for organ donation.

This leave does not run concurrently with FMLA/CFRA. During the leave, the District will continue to maintain the employee's group health coverage on the same terms as when the employee is not on leave.

If you request leave for organ or bone marrow donation, you will be required to provide written verification that you are a donor and that a medical necessity exists. If you return to work within the time constraints provided, you will be restored to the same or equivalent position held prior to taking leave.

## **Time Off for Rehabilitation**

Reasonable accommodations will be made if you wish to voluntarily participate in an alcohol or drug rehabilitation program. This accommodation may include an adjusted work schedule or time off, provided the accommodation does not impose an undue hardship on the District. The employee may use any accrued sick leave or vacation, while on rehabilitation leave. However, additional benefits will not be earned during any unpaid leave of absence. The District will attempt to keep your participation in a rehabilitation program private.

## **Time Off for Literacy Assistance**

Reasonable accommodations will be made if you wish to participate in an adult literacy assistance program, which may include an adjusted work schedule or time off, provided the accommodation does not impose an undue hardship on the District. The District will attempt to keep your participation in such a program private.

## **Bereavement Leave**

In the event of the death of the employee’s current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, or parent-in-law as defined under applicable law (“family members”), the employee may take up to five (5) scheduled workdays off, 3 days are paid and 2 days are unpaid; however, employees may choose to use their available vacation or sick time to cover the unpaid days. The five days of bereavement leave do not need to be taken consecutively; they can be intermittent; however, employee must complete the bereavement leave within three months of the family member’s date of death. In exceptional circumstances, the General Manager may also approve additional unpaid time off for bereavement purposes. This leave is separate and distinct from the leave provided under the California Family Rights Act. The employee must be employed by the District for at least 30 days to be eligible for this leave. Upon separation, employees will not be paid for unused bereavement time.

Within 30 days of the first day of the bereavement leave, the employee must provide supporting documentation. This documentation may be in the form of a death certificate, obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. The District will keep this documentation confidential and not disclose it except as necessary to internal personnel or counsel, or if required by law.

## **Jury Duty and Witness Leave**

You should immediately notify the General Manager if you receive a notice for jury duty. If you are summoned for jury duty, you will be paid the difference between jury duty pay and your base hourly rate for up to a maximum of ten (10) working days per year. Unless otherwise required by law, any additional remaining time off will be unpaid.

You must report to work on days or parts of days when you are not required to serve. If you do not return to work immediately after an approved leave for jury duty the District may assume you have voluntarily resigned your employment.

If you are called to appear in court as a witness, you will be granted unpaid time off for this purpose.

## **Military Leave**

The District provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty. Total military leave time taken may not exceed five (5) years during employment, except in special circumstances.

Advance notice of leave is required. Please inform your supervisor of anticipated military leave time as far in advance as possible. Accrued vacation will be paid during military leave at your request and health plan coverage continuance can be arranged for up to 24 months during military leave if required premium payments are made by you. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

You may be eligible for as many as ten (10) unpaid days off when your spouse is on leave from military deployment during a period of military conflict. A qualified employee is one who works more than twenty (20) hours per week and whose spouse is a member of the Armed Forces, National Guard or Reserves who has been deployed during a period of military conflict. In order to qualify for the leave, you must notify the District within two (2) days of receiving official notice that your spouse will be on leave from deployment and must provide written documentation certifying that your spouse will be on leave from deployment.

## **Time Off to Vote or Serve as an Election Official**

In accordance with California State law, if your work hours do not allow sufficient time off to vote in California general, direct or presidential elections, the District will offer two (2) hours paid time off for you to vote. To receive time off for voting, you must notify your manager and present a valid voters’ registration card. When you return from voting, it will be necessary to present the voters' receipt to your manager. Time taken for the purposes of voting must be either at the beginning or end of the normal workday.

If you serve as an election official, on election day, you will be paid one day pay. Please give the District as much notice as possible if you plan to serve as an election official.

## **Inclement Weather**

In the event the General Manager deems it necessary to close the office due to inclement weather, you will be contacted by the District. You should make the effort to come in to the office unless you are notified otherwise. If you are unable to do so, you need to notify the District.

If the office is officially closed through a management decision, you will be paid for the day with no effect on your paid time off. If, however, the office is not closed and you do not come to work, you should take vacation, use one of your “personal days off,” request time off without pay, or make other arrangements with the General Manager.

**Section VI — Employee Relations**

## **Standards of Conduct**

Employees working together need standards to guide their behavior. The following examples are given in order to provide you with some guidance concerning unacceptable behavior. Employees who engage in unacceptable behavior may be subject to corrective action up to and including termination. Please note that it is impossible to provide an exhaustive list of behaviors that are not acceptable. The following is, therefore intended to simply provide some examples:

* Poor performance.
* Unexcused unavailability for work (i.e., absenteeism or tardiness).
* Misuse of the District’s monies.
* Use of District equipment for personal benefit.
* Conducting non-business activities during working hours.
* Unauthorized release of confidential information about the District or its members.
* Falsification of forms, records, or reports including, but not limited to, time sheets, employment applications, and member records.
* Possessing or bringing firearms, weapons, open containers of alcohol, illegal drugs, or chemicals on, or to, the District’s property.
* Unauthorized possession or removal of property, records, or other materials that do not belong to you.
* Destroying or willfully damaging the District’s or another employee’s property, records, or other materials.
* Non-compliance with safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
* Violation of the “Discrimination, Harassment, and Retaliation Prevention” policy.
* Giving false or misleading information during the application and/or selection process.
* Failure to report involvement in an accident occurring on the District’s premises, involving the District’s equipment, or giving false information in accident or insurance reports.
* Failure to report to the General Manager any significant omissions, errors, or mistakes, or accidental damage affecting work assignment, property or equipment.
* Unauthorized opening of, or tampering with, locks in desks, doors, cabinets, etc., or unauthorized use of or duplication of keys.
* Reporting to work under the influence of drugs and/or alcohol.
* Threatening or intimidating other employees.
* Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Division of Motor Vehicles, when required to drive for District business.
* Installing unauthorized software on the District’s computer system.
* Misuse of electronic resources (i.e., email, internet, fax) per policy.
* Violation of any other District policy.

Since all employees are "at-will" employees, the employment relationship may be terminated at any time by either the District or the employee with or without cause. Nothing in this policy alters the at-will nature of the employment relationship.

The District is committed to drug- a drug-free work environment but does not discriminate against applicants or employees for off-duty cannabis use. Accordingly, when drug-testing, the District will not utilize tests that screen nonpsychoactive cannabis metabolites.

## **Corrective Action**

The District reserves the absolute right to terminate your employment at any time without notice and without cause. The District may provide notice or counseling regarding your conduct or performance so that you may take corrective action. This notice and/or counseling may be verbal or written and may include suspension or other forms of disciplinary action, up to termination. However, the use of any corrective or disciplinary action in no way modifies the at-will employment relationship between you and the District.

## **Alcohol and Drug Free Workplace**

The District recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of its workforce and can present a risk to the health and welfare of its employees and members.

In recognition of the District’s responsibility to maintain a safe work environment and your responsibility to perform safely, the District will act to eliminate any substance abuse which increases the risk of injuries, accidents, or substandard performance. For the purpose of this policy, substance abuse includes the use or possession of illegal drugs, alcohol, or abuse of prescription drugs, which could impair your work performance and/or ability to perform your job safely.

You shall not use alcohol, possess open containers of alcohol, or use or possess illegal drugs while on duty; and shall not manufacture, distribute, dispense, sell, or provide illegal drugs to any person while on duty. “On duty” includes any time you are or could reasonably perceived to be representing the District, including on-call assignment.

The use of controlled substances that are prescribed to you by a licensed health care provider or available over the counter is not prohibited by this policy. If you are taking medication that may require an accommodation, please notify your supervisor or the General Manager to discuss what accommodation may be appropriate.

Although the state of California has legalized the use of marijuana, the use and/or possession of marijuana on District premises or during working hours, including rest and meal periods, is strictly prohibited. The District will provide reasonable and appropriate accommodations consistent with the Equal Employment Opportunities policy noted above.

**Reasonable Suspicion Testing:** Employees may be subject to drug and alcohol testing when there is reasonable suspicion, based on objective, observable factors that the employee is under the influence of alcohol or drugs. In addition, when any employee has previously been found in violation of these rules, or by the employee’s own admission, the employee may be required to submit to periodic substance testing as a condition of remaining in or returning to District employment. In accordance with CA law, the District does not test for nonpsychoactive cannabis metabolites (non- THC).

## **Outside Relations/Media Contact**

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

## **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. Any act or threat of violence should be reported to the Human Resources Manager immediately. The District has in place a written Workplace Violence Prevention Plan, and provides training on this plan, as required by law. If you have not received your copy of this Plan or if you wish to receive an additional copy, please contact the General Manager. It is your responsibility to read, understand, and follow the Workplace Violence Prevention Plan provisions applicable to your work assignment. The District also maintains a Workplace Violence Incident Log to record information related to workplace violence incidents, as required by law.

## **Employment Reference Checks**

All inquiries regarding a current or former District employee must be referred to the General Manager.

In response to an outside request for information regarding a current or former District employee, the General Manager will verify only an employee’s name, dates of employment, and job title. No other data regarding any current or former District employee will be released unless the employee authorizes the District to release such information in writing or the District is required by law to furnish any information.

## **Conflicts of Interest**

Employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social, social media, online, and economic relationships with competitors, suppliers, customers or co-employees that may impair your ability to exercise good judgment on behalf of the District or which give the appearance of such an impairment create an actual or potential conflict of interest. If you are involved in such a relationship, you must immediately and fully disclose the nature of the relationship to the District so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

What you do in your free time is your own business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at the District or create a conflict of interest with your statutory duty of loyalty to the District.

Some examples of the common conflicts that should be avoided include, but are not limited to:

1. Accepting personal gifts or entertainment from competitors, customers, suppliers, or potential suppliers.
2. Working for a competitor, supplier, or customer while employed by the District.
3. Engaging in self-employment in competition with the District.
4. Using proprietary or confidential District information for personal gain or to the District’s detriment.
5. Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier.
6. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the District; and
7. Committing the District to give its financial or other support to any outside activity or organization without appropriate written authorization.

If you have any questions about what actions this policy covers, please contact the General Manager, or Board.

## **Political Activities**

No one who holds employment with the District shall, directly or indirectly, use, promise, threaten or attempt to use, his/her office, authority or influence, then possessed or merely anticipated, to confer upon or secure for any individual person. Nor shall anyone who holds employment with the District aid or obstruct any individual person in securing, or to prevent any individual person from securing any position, promotion, or change in compensation or position, within the District, upon consideration or condition that the action of such person or another shall be given or used in behalf of, or withheld from, any officer or employee, or upon any other corrupt consideration or condition. This prohibition shall apply to urging or discouraging the individual employee’s action.

An employee of the District shall not, directly or indirectly, solicit political funds or contributions knowingly from other officers or employees of the District or from persons on the employment list of the District. Nothing in this section prohibits an employee of the District from communicating through the mail, or by other means, requests for political funds or contributions to a significant segment of the public which may include officers or employees of the District.

No employee of the District shall participate in political activities of any kind while in District uniform.

Employees of the District shall not engage in political activity during working hours. At all times there shall be no political activities on District premises.

Nothing in this Section shall prevent an employee of the District from soliciting or receiving political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service or other working conditions of District employees, except that such activities shall not occur during working hours or on District premises.

Except as otherwise provided in this Section, there shall be no restriction placed on political activities of any employee of the District.

## **Anti-Fraud/Ethics Policy**

The District and its employees must, at all times, comply with all applicable laws, regulations and District policies. Employees uncertain about the application or interpretation of any legal requirements should refer the matter to the General Manager.

The District expects its employees to conduct themselves in a businesslike manner and perform duties conscientiously, honestly, and in accordance with the best interests of the organization.

Employees are expected to take great care when working with District suppliers or contractual contacts and members. Employees should respect the confidentiality of information acquired in the course of their work. Regardless of circumstances, if an employee senses that a course of action may involve a conflict of interest, fraud, and/or dishonesty, they should immediately communicate all facts to their manager or the General Manager.

## **Confidentiality**

You may, during the course of your duties, be advised of certain confidential business matters and affairs of the District regarding its business practices, customers, suppliers, and employees. Your duties may also place you in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the District and not generally known to the public or competitors. Such proprietary information includes customer information, vendor information, pricing information, product and service information, competitive strategies, marketing plans, personnel information, and financial information. However, your own employee information is not confidential; nothing in this section shall be construed to prevent you from disclosing your wages, hours, or other terms and conditions of employment. You shall not, either during your employment with the District or any time in the future, directly or indirectly:

* disclose or furnish to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during your employment;
* individually or in conjunction with any other person, firm, agency, company, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the District;
* without the written consent of the District, publish, deliver, or commit to publishing or delivering, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment, and similar items relating to the business of the District, except to the extent required in the ordinary course of your duties;
* after separation from employment with the District use, disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise the District’s confidential and proprietary information to solicit current customers of the District.

Upon termination of employment, you are required to immediately return to the District all property of the District in as good condition as when received (normal wear and tear excepted), including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the District.

## **Children at Work**

In the event of an “emergency situation” where you find it necessary to bring your child to the workplace.

* The event must be an emergency, (i.e., not a scheduled day off from school; choice of not hiring a baby-sitter; a rare, unusual, and infrequent event);
* A short-term event (i.e., picking up from school, time between doctor appointments, etc.);
* Your child must not be disruptive. If this occurs, you and your child will be asked to leave immediately.
* This should not be a “social event.” Your child should be situated in a quiet, out- of-the way place, such as an unused conference room; and
* Your child must not interfere with your job or your co-workers.

The District prefers that children not be brought to the office in lieu of child care. If you need to take time off to care for your child, you can utilize your time off benefits, request time off without pay, or make other arrangements.

# **Section VII — Safety**

## **Injury & Illness Prevention Program**

The District greatly values the safety and health of all of its employees and is committed to providing a safe and healthy workplace through the establishment, implementation, and maintenance of an effective Injury & Illness Prevention Program ("IIPP"). You will be provided a copy of the IIPP during the new employee orientation from the General Manager.

## **Ergonomics**

The District encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines. It is our intention to reduce exposure to ergonomic hazards through modifications to equipment and processes, and employee training. Any necessary, reasonable adjustments to minimize workplace repetitive motion injuries will be considered and made. If you require any adjustments or have any concerns or questions about ergonomics, be sure to discuss the matter with the General Manager.

## **Bomb Threats and/or Threatening Phone Calls**

Should you receive a threatening phone call, remain calm and try to write down the exact wording of the emergency/threat. Be sure to notify the General Manager immediately, and if appropriate, phone 9-1-1.

## **Driving on the Job**

The District has established and maintains a Driving Record Review Program. As part of this program, it has enrolled in the Department of Motor Vehicles ("DMV") Employer Pull Notice Program. This is a free service for public agencies that provides driver record reports on employees, including both regular full-time and temporary classifications.

**Procedures.** The District obtains from the DMV a copy of the driving record of all of its employees who are authorized to operate vehicles (District or personal) on the District’s business.

A copy of your driving record shall be obtained as soon as possible after you are hired and annually thereafter. The District is responsible for ordering and interpreting all driving records. To ensure uniformity in the application of recommendations to employees whose records are found to be unacceptable, the driver record review criteria were developed. (See “2. Driver Record Review Criteria” in this section).

Occasionally other concerned employees or the general public may bring to the District’s attention the fact that an employee may be jeopardizing the District’s integrity and exposing it to undue liability through poor driving techniques and habits. All such complaints will be investigated immediately, and action taken to correct the problem.

If your duties require driving a District vehicle, you must maintain a driving record that will not cause the District’s insurance rate to be increased or for you to become uninsurable.

**Driver Record Review Criteria.** The following criteria reflect the good risk management procedures used by the District in order to control its auto liability and physical damage exposures. The General Manager will review your Driver Record Report to determine which category you will fall into.

* 1. Class I — Immediate Attendance in Defensive Driving Program.
     1. Two points within 36 months.
     2. Any moving violation in a District vehicle.
     3. Any accident; or
     4. Two \*\*Failure to Appear notices within 36 months.
  2. Class II — 12-Month Driving Probation. Any additional point violations within this probation period will trigger a Class III recommendation.
     1. Three to five points within 36 months.
     2. Any accident in which the driver was charged with a \*\*\*public offense within 36 months, except for DUI, reckless driving, or speed contest violations (see Class III);
     3. Any \*chargeable accident while on District business.
     4. A violation for an expired license; or
     5. Four \*\* Failure to Appear notices within 36 months.
  3. Class III — 120- Day Suspension of District Driving Privileges.
     1. Four or more points within 24 months.
     2. Six or more points within 36 months.
     3. DUI, reckless driving, or speed contest, NOT during District business.
     4. Five \*\* Failure to Appear notices within 36 months.
     5. Two chargeable accidents within 24 months; or
     6. Any citation incurred while the license is suspended.

\* Chargeable Accident — when a driver has received a point violation.

\*\* Failure to Appear — Vehicle Code section 40508A

\*\*\* Public Offense — Vehicle Code sections 23100 through 23249.58

## **Cellular Phone Safety While Driving**

The use of cellular phones while driving on District business is considered a dangerous distraction and is prohibited. If your job requires you to keep your cell phone turned on while driving, you must safely pull off the road and stop before conducting business. Under no circumstances may a driver initiate or answer a cellular phone call or text-based communication while driving a vehicle on District time or business or driving a District vehicle at any time, even if using a hands-free device.

**Section VIII— Staff Expense Reimbursement Guidelines**

The District will fully compensate employees for all reasonable and necessary expenses incurred in the course of business as described below.

## **Credit Card Use**

Credit cards will be issued to specific employees who have the need to frequently purchase supplies or services. Credit cards should be used only for legitimate, approved business of the District, subject to the following regulations. These cards should be used for all approved expenses as authorized in this section.

* No personal items may be charged on the business credit card;
* All charges must be in line with District purchasing guidelines or as approved by the Board of Directors; and
* Receipts and invoices must be submitted to the District within one day of making the charge. Any charge over $1000.00 needs Board approval prior to purchasing. All invoices require Job Name or Reference on all purchases.

## **Employee Incurred Expenses**

All expenses will be reimbursed through normal accounting procedures after you have completed and submitted an expense report. All expenses must be approved in advance by management before submission for reimbursement. Regardless of the amount of the incurred expense, employees are required to submit supporting receipts or other documentation.

## **Mileage**

The District reimburses mileage at the IRS rate.

## **Meals**

The District will provide reimbursement for employees for full-day and half-day travel meal expenses at rates established by the Board of Directors. Special circumstances will be required to justify reimbursement for amounts above these limits. Tipping is generally permitted up to 19%.

## **Lodging**

The reimbursement rate will be established by the Board of Directors, exclusive of tax, or whatever is a reasonable rate in the area. Staff members should always try to get a government rate whenever possible. General Manager approval is required for lodging fees that are in excess of the rate listed.

## **Uniforms**

The cost of employee uniforms will be borne by the District. Each Field employee will receive an annual amount of $175 boot allowance. The employee is free to purchase boots at the store of their choice.

## **Expense Reports**

Expense Reports should be submitted within two (2) days of return.

**Section IX — Around the Office**

## **Dress & Grooming Standards**

While the District has no formal dress code, it is expected that you will dress in a manner consistent with good business practices appropriate for the work being performed.

Every employee must wear at least one piece of clothing or outerwear with the District logo in full view at all times and carry a District -issued identification card when at work or on official District business. Field employees must wear work boots while at work.

The District will provide each employee with full rain gear, and a safety vest, that can be worn over all clothing, with the District logo. Such gear will be replaced on an as-required basis, and must be turned in when the employee no longer works for the District.

The District will provide each employee with six high- visibility shirts each season. These shirts will be screened with the District logo.

Each employee must wear clothing bearing the FCWD logo while at work. The District provides laundry services for employee uniforms.

Appropriate work clothing for employees includes: District- issued uniform shirts, and denim jean pants, blue, or brown in color.

The following are not appropriate during normal working hours:

* Athletic clothing.
* Thongs/flip flops.
* Form- fitting clothing.
* Torn, cut, or frayed clothing.
* Clothing with obscene messages or artwork.

If you fail to report to work appropriately dressed, you may be asked to leave work and return in appropriate attire. Non-exempt employees will not be compensated for this time.

Religious accommodation:

An applicant or employee who requires an accommodation of a sincerely held religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the HR Manager to discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the District will make the accommodation.

## **Electronic Resources Policy**

The District’s computer and other electronic systems (“technology”), including but not limited to, telephone systems, voice mail systems, electronic mail systems, document transmission systems, and handheld data processing devices, are provided for the District’s business use only. All of the technology is considered District property. All communications over the District’s technology are subject to review and monitoring by the District.

You should have no expectation of privacy when utilizing the District’s technology. The District retains the right to monitor at any time your use of the technology. Although passwords may be utilized to restrict access to certain systems, the passwords are designed to protect against unauthorized access—not access by the authorized District representatives. The District retains the right to enter into any technology system and to inspect and review any and all data recorded in the systems. Because the District reserves this right, no message or data placed on the District’s technology should be considered private or confidential.

Internet usage, unless otherwise authorized, must be limited to that required by District business. All employees obtaining access to copyrighted materials must respect all copyrights and may not copy, retrieve, modify, or forward copyrighted materials, except where expressly allowed by the copyright law or with express written permission from the owner. To prevent misuse of District time, employees are prohibited from accessing social networking sites during working time, including but not limited to Snapchat, TikTok, Facebook, Instagram, LinkedIn, and Twitter, unless expressly authorized for District business. Employees are prohibited from utilizing District technology to access instant messaging services, or to update personal web pages or blogs. Employees should also understand they may have no (or only a limited) expectation of privacy when communicating in a shared or community forum (including social websites with general accessibility and broad dissemination) regardless of whether District technology is used. In this regard, the District intends to take all appropriate actions against any maliciously false statements made by employees or third-parties to protect its legitimate business interests in these forum and related settings. Further, the District retains all property interests and rights for District-related online accounts and activities as it does for its other property.

The District’s technology may not be used for transmitting, retrieving, or storing any communications of a discriminatory or harassing nature. Harassment and/or discrimination of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual’s race (including traits associated with race, such as hair styles and textures), color, religious creed (including religious belief, observance, and practice and dressing and/or grooming practices), sex (including pregnancy, childbirth, breast feeding, or related medical condition), gender, gender identity, gender expression, transgender status, marital status, physical or mental disability, medical condition, age, national origin (including immigration and/or citizenship status), ancestry, sexual orientation, genetic information, political activities/affiliations, equal pay/compensation, military or veteran status, or any other basis protected by law, shall be transmitted or received. The District prohibits the use of abusive, profane, or offensive language received or transmitted through the District’s technology systems. The District’s technology may not be used for any purpose that is illegal, against District policy, or adversely affects the District’s legitimate business interests or is contrary to the legitimate interests of the District. Use of the District technology for personal gain or profit, or for personal reasons that would impede the District’s ability to conduct business is prohibited.

You are responsible for the content of all text, audio, or images that you place on or send over the District’s technology systems. No electronic communication may be sent which hides the sender or represents the sender as someone else.

The District’s technology is not for personal communications or use unless with prior authorization. Where authorized personal communications or use should be kept to a minimum.

**Violation of any of the above policies related to District technology may result in disciplinary action, up to and including termination.**

## **Use of Cell Phones, and Other Portable Devices**

Cell phones and other portable communication devices (“cell phones”) may be used during meal and rest periods and during other non-work hours. Except in an emergency, personal cell phone use is prohibited during all working hours. Personal cell phones should be kept in silent or off mode during working hours and generally should not be brought into work areas. District- issued cell phones may be used for legitimate business purposes. All distractions from work, such as personal text messaging, making or receiving personal calls, and otherwise engaging in personal matters during work hours, are prohibited. If an emergency arises, inform your supervisor that you will be responding to personal cell phone calls during work hours and keep the cell phone in vibrate mode.

The District does not prohibit the use of cell phones and in emergency conditions as defined CA Labor Code section 1139.

## **Smoking**

In accordance with California State law, all District buildings are considered a non-smoking area, including e-cigarettes.

## **Security**

Security is important to everyone. You are asked not to discuss the security of the District premises or services with any individual not employed by the District. Additionally, neither the District nor its insurance carriers assume any liability for your personal belongings. You are encouraged to secure personal belongings to the best of your ability.

Since the District retains the right to search its property or facilities at any time (including employee-assigned desks, files and computer systems), if you have anything of a private nature that you wish not to be subjected to discovery during such searches, these items should be kept at home.

## **Solicitation and Distribution**

Approaching fellow employees in the workplace regarding activities, organizations, or causes, regardless of how worthwhile, important, or benevolent, can create unnecessary apprehension and pressure. For that reason, the District has established rules governing the solicitation and distribution of written material during working time and entry onto the premises and in work areas.

* No employee may solicit or promote support for any cause or organization during working time or during the working time of the employee or employees at whom the activity is directed; and
* No employee may distribute or circulate any written or printed material in work areas at any time, during the employee’s working time, or during the working time of the employee or employees at whom the activity is directed.

Non-employees may not solicit or distribute written material to any employee in a working area or to an employee during working time. To distribute written materials to any employee in non- working areas or outside of working time, non-employees must provide advance notice to the District, and must comply with all District visitor policies and procedures.

As used in this policy, “working time” includes all time for which an employee is scheduled to be or is actually performing services for the District. It does not include break periods, meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for the District.

Certain exceptions to this policy may apply to activities for charitable purposes or other causes deemed beneficial to our employees as determined by the General Manager.

## **Workers' Compensation Disclaimer Notice**

The District or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of your voluntary participation in any off-duty recreational, social or athletic activity which is not a part of your work-related duties.

## **Supplies**

It is the District’s intent to provide you with everything you need to do your job. Any special orders should be approved by the General Manager before ordering.

**Section X — Leaving the District**

## **Resignation**

When you decide to leave the District for any reason, the General Manager would like an opportunity to discuss the resignation in advance.

## **Employee Exit**

If you submit your resignation or otherwise end employment with the District, you are expected to perform your duties and cooperate fully with the District in all matters relating to the winding up of any pending work and the orderly transfer to other District employees of your duties or accounts.

Prior to separation, all employees must return all District property, including, but not limited to, all originals and hard copies of literature, correspondence, memoranda, reports, summaries, manuals, proposals, contracts, and other documents of any kind which relate in any way to the business of the District, including specifically all materials which comprise or refer to the District’s Confidential Information, laptops, cell phones, PDAs, equipment, keys, reports, proprietary information, and any other job-related materials.

## **Exit Interview**

You may be asked to participate in an exit interview with the General Manager on or close to your last date of employment, if you voluntarily quit or resign.

## **Benefits**

Medical, dental, and vision benefits end on the last day of the month of your employment. Disability coverage requires “active” employment; therefore, coverage ends on your last day worked. COBRA notification will be sent directly to your home.

## **Final Paycheck**

You will receive your final paycheck as required by law.

## **CalPERS**

You will be notified directly by CalPERS regarding your options upon termination of employment.

**Acknowledgment of Receipt of Handbook and At-Will Agreement**

After you have read this Handbook and have clarified any issues with the General Manager, please complete and sign both copies of the following statement. Two (2) copies are provided, one for your records and one for the District’s records. Detach one copy and return it to the General Manager within five (5) days.

I acknowledge that I have received the Florin County Water District’s Employee Handbook (the “Handbook”). I understand and agree that it is my responsibility to read and familiarize myself with and follow the policies and procedures contained in the Handbook.

I understand that, except for employment at-will status or prohibited by law, any and all policies or practices can be changed at any time by the District. I understand and agree that, other than the General Manager as approved by the Board of Directors, no representative of the District has authority to enter into any agreement, expressed or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; and then only in writing, signed by the General Manager or Board President.

My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the District and myself concerning the duration of my employment. It supersedes all prior agreements, understandings, and representations concerning the duration of my employment.

Employee’s Signature: Date:

Sign, date, and keep a copy for your records.

1. 1 Under the CFRA, the definition of family member includes care for a parent-in-law.

   Under CFRA it can also be a domestic partner [↑](#footnote-ref-1)