

**HILTON CREEK COMMUNITY SERVICES
DISTRICT EMPLOYEE HANDBOOK**

Revision Effective July 1, 2022

**Hilton Creek Community Services District
Employee Handbook
Version Date _____, 2022
Table of Contents**

| | |
|-----------------------|-------------|
| Employee Handbook | Pages 3-30 |
| Employee Pay | Pages 31-34 |
| Employee Benefits | Page 35 |
| Paid Time Off | Pages 36-46 |
| Medical Insurance | Pages 47-48 |
| Pension | Page 49 |
| Salary / Pay Schedule | |
| General Manager | Page 50 |
| OIT | Page 51 |
| Secretary | Page 52 |

I. YOUR EMPLOYMENT AT THE DISTRICT

Introduction

The rules set forth in this Employee Handbook are for the administration of the personnel system of the Hilton Creek Community Services District.

Please read this Employee Handbook carefully and learn its contents. If you have any questions about our policies and practices that are not answered by this Handbook, please feel free to ask your supervisor. Please understand that the policies and practices set out in this Handbook are not a contract and are not intended to imply a contractual relationship.

This Handbook replaces all earlier District handbooks, and takes precedence over all memoranda, other writings, and oral descriptions of the terms and conditions of employment. To avoid confusion, please discard any old handbooks that you may have.

Equal Employment Opportunity Is Our Policy

In keeping with our commitment to our community, the District is an equal employment opportunity employer. This means that employment decisions are based on merit and business needs and/or reasons, and not on race, color, citizenship status, national origin, ancestry, sex, sexual orientation, age, religion, creed, physical or mental disability, physical handicap, medical condition, marital status, or veteran status, or other characteristic protected by law. The District complies with the law regarding reasonable accommodation for disabled employees.

Administration

The General Manager shall be responsible for personnel matters, except those involving the General Manager, for which the Board shall be responsible. The General Manager may delegate as many of the day-to-day functions to other employees as the General Manager believes appropriate.

At-Will Employment

At-Will Employment means that the employee is free to terminate his/her employment with the District at any time, with or without a reason, and the District has the right to terminate the employment at any time, with or without a reason. At-Will Employment status shall be defined in the employment agreement and job description. Probationary employees and temporary employees serve at-will.

No one other than the District Board of Directors can approve an agreement for employment for a specified period of time, or make any agreement or representations contrary to the policy of at-will employment. Any such agreement must be in writing and signed by the President of the Board.

If there is any inconsistency between an employee's written employment agreement and this handbook, the written employment agreement shall take precedence.

New Hires/Promotions

All offers of employment are contingent on verification of your right to work in the United States. On your first day of work, you will be asked to provide original documents verifying your right to work and to sign a verification form required by federal law. If you at any time cannot verify your right to work in the United States, the District may be obliged to terminate your employment.

New employees are probationary employees for the first six (6) months of employment. During this period, you will have an opportunity to learn your new position. The District will use this period to see if you are able to meet the District's expectations. The probationary period may be extended where an employee takes time off during the probationary period. Successful completion of your probationary period is not a guarantee of continued employment.

During the first six (6) months of your probationary period as a newly hired employee, will not be eligible for accrued vacation or personal holiday benefits. The general manager may approve an exception if there is an emergency with the employee or employee's immediate family as described in this handbook.

Probationary periods may be extended beyond six months if, in the sole discretion of the District, it determines that such an extension is appropriate. The probationary period may be extended where an employee takes time off during the probationary period.

Regular employees who are promoted to a new job classification shall serve a probationary period of six months. This will allow you the opportunity to learn the new position, and allows the District to see if you are able to meet the District's expectations in this position. This probationary period may be extended beyond six months if, in the sole discretion of the District, it determines that such an extension is appropriate. The probationary period may be extended where an employee takes time off during the probationary period.

You will not become a regular employee until the General Manager notifies you in writing that you have successfully completed the probationary period and have been classified as a regular employee.

The District Board of Directors shall hire for the following positions: General Manager and Board Secretary.

Employment Status

There are four types of employees at the District. Your employment status is one of the following:

- Probationary Employees: Employees who have not yet completed the probationary period for their job classification
- Regular Full-time Employees: Employees who have completed the probationary period for their job classification and are regularly scheduled to work 40 hours or more per week.

- **Regular Part-time Employees:** Employees who have completed the probationary period for their job classification and are regularly scheduled to work less than 40 hours per week.
- **Temporary Employees:** Employees who are hired for a specific period or specific project, and who are not considered regular or probationary employees. The terms and conditions of temporary employment will be decided individually for each case prior to actual employment, subject to approval by the Board of Directors.
- **Per Diem Employees:** Employees who are hired for a non-specific period of time, and who are not considered regular or probationary employees. There is no guarantee of hours to be worked and the Per Diem Employee may refuse to work hours that are requested. Per Diem Employees receive no benefits and are to work less than 1,000 hours per year.
- **Contract Employees:** Employees who are hired for a non-specific period of time, and who are not considered regular or probationary employees. There is no guarantee of hours to be worked. Contract Employees receive no benefits and are to work less than 1,000 hours per year.

Recruitment and Hiring

1. **Vacant Positions Procedures:** Vacant positions may be filled by the General Manager by appointment following announcement and interview, and Board of Directors' approval of employment.
2. **Vacancy Announcements:** Applications for vacant positions shall be solicited by public announcements. The announcements shall specify the title and pay range of the classification, the nature of the work to be performed, minimum and desirable qualifications, date/time/place manner of making applications, closing date for receiving applications, and other pertinent information. Advertisement, with or without the foregoing information, may be placed for recruitment purposes.
3. **Examination and Investigation:** Examinations may include written, oral, physical and performance examinations. Any offer of employment will be contingent upon the applicant's successful completion of a medical examination by a District appointed physician. The District may investigate references, the applicant's employment history and other information relevant to whether the applicant is a suitable candidate for employment at the District. All examinations and investigations shall be conducted by or arranged for by the Board. The cost of any medical examination shall be borne by the District.
4. **Temporary Employment:** Notwithstanding the regular recruitment and hiring procedures, the General Manager is authorized to use simplified recruitment and hiring as the General Manager deems appropriate in the case of temporary or emergency employment, which may include hiring someone on a temporary

basis to fill a position previously held by a regular employee, or to fill temporarily a position of an employee who is on leave. When requested, regular and/or probationary employees of the District shall provide to the Board of Directors and the General Manager the minimum job requirements needed by a temporary employee to perform the duties of the job position held by the regular and/or probationary employee. The Board of Directors will be responsible for decisions concerning any temporary replacement for the positions of General Manager and Secretary.

5. Appointment: When a person has been offered and has accepted a position, his/her hiring is referred to as an "appointment" to the position and classification. All original and promotional appointments shall be subject to a probationary period.
6. Notice of Rejection: Whenever an application is rejected, written notice shall be given to the applicant. Incomplete or deficient applications may be returned to the applicant for amendment.
7. Nepotism: The District will not discriminate in terms of hiring, promotion, termination or any other term and or condition of employment, in favor or against any person, solely on the basis of that person's family relationship or lack thereof to any other person employed by the District. However, employment may be prohibited where it will cause an actual or perceived conflict of interest.

Orientation and Training

Orientation of New Employees: Each new employee shall be provided a copy of this Employee Handbook. After the employee's review of the document, he/she shall attend an orientation session with the General Manager. At that time, the General Manager shall discuss the general operation of the District and the employee's role in making the District an efficient and effective operation and answer questions of the employee pertinent to his/her employment. The date of the orientation meeting shall be noted in the employee's personnel file.

Training: The General Manager shall be responsible for the development of in-service training programs for employees. Training programs shall be for the purpose of improving an employee's efficiency and effectiveness on the job.

Training programs within the District may be formally or informally conducted, and may be provided during the employee's probationary period or at some later period of employment.

Organized instructional courses offered by public or private educational institutions may be considered appropriate training programs for employees if approved in advance in writing by the Board of Directors. Employees must submit evidence of completion and final grade, if any, to the General Manager and Board of Directors, along with receipts for books and tuition fees in order to obtain reimbursement by the District. Attendance at such District approved educational courses shall be considered as authorized District

business for purposes of expense reimbursement for travel, meals and lodging. Any additional reimbursement for expenses related to educational courses shall be at the sole discretion of the Board of Directors. Evidence of the employee's completion of the training program shall be made a part of the employee's personnel record.

Work Schedules

The Board or the General Manager will inform you of your work schedule.

If you are a minor (under 18 years of age and not a high school graduate) the hours and time you may work are specified by law and the work permit you have which authorizes you to work for the District. Your work schedule at the District shall be in compliance with your work permit and applicable laws.

Overtime hours (any hours worked over 40 hours per week) will be paid at regular time plus one half time.

Outside Employment

An employee shall not engage in any paid or self-employment, activity, or enterprise which is inconsistent, incompatible or in conflict with his or her District duties, functions, responsibilities, or that of the department in which he or she is employed at the District. In order to avoid perceived or actual conflicts of interest that may arise from outside employment, all employees must obtain written approval from the General Manager prior to undertaking any outside employment, which approval shall not be unreasonably withheld. The General Manager must obtain written approval from the Board of Directors.

Personnel Records

The District keeps a personnel file on each employee. The contents of your file, except for letters of reference, and certain other limited kinds of information, are open for your inspection at reasonable times and at reasonable intervals at your request. You may make copies of certain papers in your file. Call the Secretary if you wish to see or copy your personnel file.

Should you have any personal changes such as address, phone number, marital status, or changes in the number of your dependents, you must inform the Secretary in writing so our records and your benefits are kept up to date.

If a prospective employer or other person requests a verification of your employment for purposes of a mortgage, loan, credit or similar application you have made, the District will provide the information if;

- (a) you give us a written release allowing us to give out information, or
- (b) we are providing only the dates of your employment at the District, and your last or present job title.

Job Description

The responsibilities, duties, qualifications and specifications for all current employment positions with the District shall be included in written job descriptions approved by the Board of Directors.

Separation Procedures

When you leave the District you must return all supplies, keys, and other District property. You will also be able to talk about your employment and/or your departure during an exit interview with a District representative. You will be asked to sign an exit form which states that you have received your final paycheck and that you have returned all District property. Except in emergencies, employees wishing to leave the District's service in good standing shall submit a written resignation at least thirty (30) work days before the effective date of the resignation.

The Secretary will provide you with information regarding any conversion or continuation rights you may have with respect to your insured benefits.

Business Hours

Business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. Work hours may vary based upon assignment from the general manager including but not limited to stand by and on call shifts. Employees are required to take a minimum of 30 minutes uninterrupted off-duty meal break by the end of the fifth hour of work. Employees are authorized and permitted to take a paid 15 minute uninterrupted off-duty rest break each morning and afternoon. A rest break may not be combined with a meal break.

II. YOUR JOB PERFORMANCE AT THE DISTRICT

Evaluations

At least once a year, the General Manager will prepare a written performance evaluation for each employee and present the evaluation to the Board of Directors at a regular Board meeting during preparation of the annual budget, along with the Annual Salary and Benefit Review. At the same time, the Board will prepare and consider written evaluations of the General Manager. The purposes of these evaluations are:

- To evaluate the strengths and weaknesses of your work;
- To communicate these to you; and
- To set future performance goals, when applicable.

The following are examples of other times that performance evaluations will be prepared:

- During the employee's initial six (6) month period in his/her new job classification (this applies not only to newly hired employees, but also to employees who have been promoted, demoted or otherwise transferred to new job positions).
- Whenever the General Manager determines that a performance review would be appropriate to address changes in the employee's performance.
- Whenever requested by the Board of Directors.

All performance evaluations will be maintained in the employee's personnel file.

Upon completion of the performance evaluation, a meeting shall be held between the employee and the General Manager to discuss the employee's performance and review the written performance evaluation. You will be allowed to see the evaluation, sign an acknowledgement of receipt and receive a copy. A good performance evaluation does not guarantee a pay raise, because pay increases may not occur every year, nor is it a promise of continued employment.

The Board shall meet with the General Manager regarding staff evaluations during the annual budget process.

Attendance and Absences

Regular and reliable attendance is important to the overall operations of the District.

If you are unable to report to work, you must call your supervisor as soon as practicable and no later than one hour before your start time, and tell him or her you will be absent, the reason for the absence and when you will return to work. Such notice must be given as far in advance as possible of the time you are scheduled to report to work in order for the District to properly arrange coverage for your job. If you do not know your return date, you must call your supervisor each day at least one hour before the beginning of your regularly scheduled shift. If you are absent three days without contacting your supervisor, the District will assume you have voluntarily quit your job at the end of the third day unless you have a reasonable excuse that is accepted by the District.

If you know in advance that you are going to be absent, you must schedule the absence with your supervisor at least one week in advance.

Excessive absences (excluding approved time off for vacation, personal holiday, jury duty, leave of absence, bereavement leave, or other leave protected by law), and/or the failure to report an absence on time will lead to discipline, up to and including discharge.

Tardiness

You must arrive at your job location and be ready to start work at the beginning of your assigned shift. You must also be ready to resume work on time after authorized rest and meal periods. Tardiness may lead to discipline up to and including discharge. If you

will be late, you must let your immediate supervisor know of your expected late arrival as soon as practical, and the time you expect to arrive/return to work. You cannot leave work earlier than the end of your scheduled shift without notifying and obtaining approval from your immediate supervisor.

Occasionally, weather conditions may cause you to be late. If this happens, notify your supervisor that you will be late and when you will be able to report for work.

Repeated or excessive tardiness, failure to follow the notice procedures, and/or leaving work early without appropriate approval from your immediate supervisor will lead to disciplinary action up to and including discharge.

III. DISTRICT RULES REGARDING DISCIPLINARY ACTION

Initiation of Disciplinary Action or Dismissal

Disciplinary action or dismissal may be initiated by the General Manager. Unless otherwise agreed upon, all employees are at-will and therefore, their employment relationship may be terminated at will, at any time, either by the employee or the District, with or without cause or advance notice. Nothing in the following rules is intended to alter the at-will nature of the employment.

Grounds for Disciplinary Action or Dismissal

Work rules are necessary to good management, employee safety, effective work, and fairness. Listed below are examples of unacceptable conduct. Because it is not possible to list every possible form of unacceptable conduct, there may be other conduct not listed that is contrary to the District's interests and that is also not allowed. The list below is intended simply to provide some examples of prohibited conduct that will result in disciplinary action up to and including termination of employment.

- Misstatement of facts contained in the employee's application/resume or otherwise during the hiring process, such as giving false or misleading information;
- Unauthorized absence or excessive absenteeism and/or tardiness;
- Conviction of a criminal act, which is of a nature to adversely affect the employee's ability to perform the duties and responsibilities of his/her employment;
- Incompetency, inefficiency, or unsatisfactory job performance;
- Insubordination including the refusal to follow a superior's directions or other disrespectful conduct to a superior;
- Harassing, threatening, intimidating, or coercing a superior, another employee, customer, contractor or any person with whom the District conducts business;
- Possession, distribution, use, and/or under the influence of alcoholic beverages while on duty, while on District property or while operating a District vehicle;

- Possession, distribution, use and/or being under the influence of controlled substances or illegal drugs while on duty, while on District property, or while operating a District vehicle;
- Possession or use of firearms, weapons, or other hazardous or dangerous devices and/or chemicals while on duty, while on District property without proper authorization.
- Willful damage to, waste of, or negligent or unauthorized use or possession of the District's supplies, equipment or other property, including but not limited to District facilities, records, technology (including but not limited to computers, e-mail, fax machines, pagers, telephones, voicemail and pagers) and other materials;
- Failure to follow safety instructions or directions or the engaging in conduct that creates a safety or health hazard;
- Employee use of District equipment or other property for personal use, unless written approval is given by the employee's superior and, then, only within the District boundary (use of snow removal equipment, if authorized, to get to and from work during a snowstorm or its aftermath is not considered personal use of District equipment);
- Any conduct which adversely affects the operation of the District, the health and welfare of District employees or the safety of District property;
- Failure to maintain a good driving record which failure adversely affects District interests, affairs or operations; and
- Falsification of or making a material omission on forms, records, or reports, including time cards, or customer records;
- Sexual harassment or other unlawful harassment of another employee, customer, contractor or persons with whom the District conducts business;
- Actual or threatened physical violence;
- Leaving work before the end of a scheduled work shift without approval from an authorized superior;
- Theft of District property or unauthorized possession of property that belongs to another employee;
- Misconduct; Any violation of a provision of a District rule, policy or procedure.

WE SHOULD CONSIDER REMOVING THIS SECTION SINCE ALL EMPLOYEES ARE AT WILL EMPLOYEES.

Procedures Regarding Minor Discipline

The following policies in sections regarding Procedures for major and minor discipline below do not apply to probationary employees, temporary employees or any at-will employees.

- In the event the District imposes disciplinary action consisting of a suspension without pay of five (5) days or less (or a written warning/reprimand), the affected employee will be served (either personally or by mail at the employee's last known address on file with the District) with a written document specifying the disciplinary action taken, its effective date, the grounds for the discipline, and the facts supporting the disciplinary action taken.
- Within ten (10) working days of the date the employee received a written warning/reprimand, he or she may submit a written response to the disciplinary action, which will be maintained in the employee's personnel file along with the disciplinary action.
- Within ten (10) working days of the date the employee received a disciplinary notice consisting of a suspension of five (5) days or less, the employee may file a written appeal with his/her direct superior or designee. The superior or designee will schedule a meeting with the employee to discuss the appeal. Within ten (10) working days after that meeting, or such longer period as the superior or designee may determine is required to investigate the matter, the superior or designee shall provide the employee with a written response. This decision shall be final and binding.
- If an employee does not, in a timely manner, file an appeal to the superior or designee, the right to appeal shall be considered waived.

Procedures Regarding Major Discipline*

The following procedures apply to proposed disciplinary action consisting of a suspension of more than five (5) days, demotion or termination of the employment of an employee. These procedures shall not apply to probationary employees, temporary employees or other at-will employees.

- a. A notice of the proposed disciplinary action shall be served upon the employee either personally or by mail at the last known address on file with the District, and shall include the following:
 - The proposed disciplinary action to be taken and its proposed effective date;
 - A statement of the grounds for the proposed discipline, including any ground set forth in above;
 - A statement of the specific facts or omissions upon which the proposed disciplinary action is based;
 - Copies of all documents and other materials which support the proposed action; and
 - A statement advising the employee of his/her rights to respond orally or in writing to the Notice prior to a decision on the intended disciplinary action or dismissal. Any response should be directed to the General Manager within ten (10) working days after the date of the Notice.

Suspension Prior to Disciplinary Action or Dismissal

Prior to the effective date of any disciplinary action or dismissal, the General Manager may place the affected employee on administrative leave with pay pending the decision on the proposed disciplinary action.

Appeal Procedure for Major Disciplinary Actions

a. First Level Review

Prior to a decision on any intended disciplinary action or dismissal, the General Manager shall consider any written response timely submitted by an employee and shall meet with any employee who has been offered and has timely requested to be orally heard. Such meeting shall take place within five (5) working days, if feasible, after the date of the request. The General Manager shall render a written decision concerning the notice of proposed disciplinary action within ten (10) working days after receipt of any written response, or meeting, unless additional time is needed to respond. The decision shall be effective the day that it is made and, on that day, the affected employee shall be informed thereof either personally or by mail at his/her last known address on file with the District.

If the employee does not respond to the notice of proposed disciplinary action within the time specified in the notice, the proposed disciplinary action will be considered conclusive and shall take effect as described in the notice of proposed disciplinary action.

b. Appeal From Decision to Implement Major Disciplinary Action

An employee may appeal a disciplinary action involving a suspension of more than five (5) days, demotion or termination of employment. The employee shall file a Notice of Appeal with the Board within five (5) working days after the effective date of the decision. The Notice of Appeal shall state the name of the employee, the date and nature of the decision appealed, the name of the person who rendered the decision, and the grounds of the appeal, stating all specific facts or omissions upon which the appeal is made. If the disciplining authority was the General Manager, the Board or its designee shall serve as the hearing officer. The Board may refer the matter for hearing before an experienced hearing officer who will issue a recommended decision to the full Board. In this case, the parties, within ten (10) working days of the date the employee filed the appeal, shall attempt mutually to agree on the individual to serve as the hearing officer. If the parties are unable to agree, the Board shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service and the parties shall alternately strike for this list. The cost of the hearing officer shall be shared equally by the parties. The hearing officer shall hold a hearing no later than sixty (60) days from the date of the appeal, unless otherwise agreed to by the parties or in the event of the unavailability of the selected hearing officer.

c. Conduct of Hearing

If the Board is the hearing officer, at least three members of the Board must be present to constitute a quorum for the conduct of the hearing. The employee shall be entitled to be present at all sessions of the hearing when evidence is being received. Both the District

and the employee may be represented by legal counsel. Each side shall have the right to present its case or defense by oral or documentary evidence, to submit rebuttal evidence and to conduct such cross-examination as may be required for full disclosure of all relevant facts. Testimony shall be under oath which shall be administered by the Secretary or other authorized person. The hearing need not be conducted according to the technical legal rules relating to evidence. If the Board is the hearing officer, it may, upon a showing by any party, request files and documents in the custody of the District relevant to the matter before it. If a labor arbitrator is the hearing officer, he or she shall have the authority to issue subpoenas. No evidence other than that presented at the hearing shall be considered in rendering a decision. Either party may request that the hearing be transcribed by a court reporter in which case the party making the request shall bear the cost involved. A party or parties may request to submit post-hearing briefs for consideration by the hearing officer, or the hearing officer may request the submission of post-hearing briefs. At the conclusion of the evidence, the hearing officer shall promptly, (if possible, within thirty (30) calendar days after the conclusion of the hearing or submission of post-hearing briefs, whichever is later) issue a recommended written decision to the Board, including findings of fact and conclusions drawn from the evidence. The hearing officer's recommended decision shall be limited to the issue of whether cause existed for the discipline imposed. A hearing officer shall have no authority to add to, detract from, alter, amend, or modify any of the District's rules, policies or procedures. Said decision shall be delivered to all parties. The full Board may accept, reject, or modify the hearing officer's recommended decision. The Board's decision is final and binding.

d. Failure to File Notice of Appeal

If an employee fails to file a Notice of Appeal within the time specified, the disciplinary action or dismissal shall become final without further action.

e. Grievance Procedures

Grievance: Any regular employee having a grievance (a claim of a violation of or improper application of the District's policies, except for disciplinary actions) arising out of his/her employment may, within ten (10) working days of the occurrence of the problem creating the grievance, submit a written grievance stating the specific facts or omissions giving rise to the grievance. All employees except the General Manager will submit their grievances to the General Manager. The General Manager will submit any grievance to the Board. The General Manager or Board (depending upon the grievant) will evaluate the matter, and attempt to provide a solution or explanation within five (5) working days, unless additional time is required. The decision of the Manager or Board (depending on the grievant) shall be final and binding.

IV. PERSONAL SAFETY AND DISTRICT SECURITY

Your Responsibilities

Safety is a vital concern at the District and is one of your most important responsibilities. Following the District's safety policies to the letter is essential. If you see an unsafe condition, you must report it to your superior. You must also report all accidents, no matter how minor. Learn the location of the nearest first aid kit, fire extinguisher, and exits.

The District requires that all equipment and machinery be in proper working order and safe to work with at all times. If any equipment or machinery breaks down, do not use it until a qualified technician makes sure that it is repaired and safe.

Tell your superior of any equipment breakdown as soon as it happens. If the breakdown requires emergency repairs, your superior will analyze the breakdown and take corrective actions to rectify the situation as soon as possible.

From time to time the District conducts formal safety training. Your attendance at safety training sessions is mandatory.

General Security

The following security procedures must always be followed to ensure your safety and the safety of your fellow employees:

- a. At the beginning of the work day, the first employee on the premises shall check all windows and doors to ensure they were locked and secure.
- b. At the end of each work day, the General Manager will ensure that the gate to the plant is locked.

On-The-Job Injuries

If an employee is seriously injured on the job, he or she must get medical treatment immediately. If necessary, an ambulance should be called. If the injury is less serious, the superior or other employee must make arrangements to have the employee taken to the doctor.

If you are injured while performing your job duties, you may be covered by the District's workers' compensation insurance. You must report your injury to your superior as quickly as possible, no matter how minor it is, and even if you do not need medical treatment. The supervisor must make a report of the injury to the Secretary as soon as possible after the injury happens.

Claims for workers' compensation benefits should be made to the Secretary.

Alcohol Drug, Marijuana Use

Alcohol, drugs, or marijuana, prescribed or otherwise may not be consumed on District property, and the use during working hours is prohibited. In addition, employees are prohibited from reporting to work, remaining on duty or operating a District vehicle or potentially dangerous equipment while under the influence of or impaired by alcohol, drugs or marijuana, prescribed or otherwise. Employees who violate this rule will be subject to disciplinary action, up to and including termination of employment.

Use Of District Property

You are expected to use District property only for District purposes. This means that personal telephone calls should be kept to a minimum, and you should discourage

friends and relatives from calling you during business hours unless there is an emergency. Personal long- distance telephone calls are prohibited. When you leave the District's employ, you must return all keys, documents, handbooks, and correspondence belonging to the District.

The District provides vehicles, equipment, tools, supplies and facilities for the use of employees in the performance of their duties. Use of any of the aforesaid vehicles, equipment, tools or supplies for personal reasons is prohibited and may result in discharge, unless authorized to be used in an emergency or weather event to go to and from work to perform normal or emergency duties. The District employees who use their personal tools on the job are not subject to the aforesaid prohibition insofar as use of their personal tools off the job.

V. POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION: COMPLAINT PROCEDURE

Purpose

The District has a strong commitment to prohibiting and preventing discrimination, harassment and retaliation in the workplace. The District has zero tolerance for any conduct that violates this Policy. Conduct need not arise to the level of a violation of state or federal law to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. This Policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment and retaliation. The District encourages all covered individuals to report any conduct they believe violates this Policy as soon as possible. Any retaliation against an employee because they filed or supported a complaint or because they participated in the complaint resolution process is prohibited. Individuals found to have retaliated in violation of this Policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

Covered Individuals and Scope of Policy

The following individuals are covered by this Policy: applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors. This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Definitions

Protected Classification

This Policy prohibits harassment, discrimination or retaliation because of an individual's protected classification. "Protected Classification" includes race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, military and veteran status, or any other basis protected by law. This Policy prohibits discrimination, harassment or retaliation because:

- 1) of an individual's protected classification;

- 2) the perception that an individual has a protected classification; or
- 3) the individual associates with a person who has or is perceived to have a protected classification.

Protected Activity

This Policy prohibits discrimination, harassment, or retaliation because of an individual's protected activity. Protected activity includes: making a request for an accommodation for a disability; making a request for accommodation for religious beliefs; making a

complaint under this Policy; opposing violations of this Policy; or participating in an investigation under this Policy.

Discrimination

This Policy prohibits treating covered individuals differently and adversely because of the individual's protected classification, actual or perceived; because the individual associates with a person who is a member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined in this Policy.

Harassment

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

- (a) Speech, such as epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This includes inappropriate comments about appearance, dress, physical features, gender identification, or race-oriented stories and jokes.
- (b) Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- (c) Visual acts, such as derogatory posters, cartoons, emails, pictures or drawings related to a protected classification.
- (d) Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

Guidelines for Identifying Harassment

Harassment includes any conduct which would be unwelcome or unwanted to an individual of the recipient's same protected classification. The following guidelines to determine if conduct is unwelcome or unwanted should be followed:

- (a) It is no defense that the recipient “appears” to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized or subjected to retaliation.
- (b) Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time.

Small, isolated incidents might be tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.

- (c) Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.
- (d) Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

Retaliation

Retaliation occurs when adverse conduct is taken against a covered individual because of the individual’s protected activity as defined in this Policy. "Adverse conduct" may include but is not limited to: disciplinary action, counseling, taking sides because an individual has reported harassment or discrimination; spreading rumors about a complainant or about someone who supports or assists the complainant; shunning or avoiding an individual who reports harassment or discrimination; or making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

Complaint Procedure

A covered individual who believes he or she has been subjected to discrimination, harassment or retaliation may make a complaint -- orally or in writing -- to any supervisor, manager, or department head, without regard to any chain of command. Any supervisory or management employee who receives a harassment complaint should immediately notify the General Manager. Upon receiving notification of a harassment complaint, the General Manager or his or her designee will complete and/or delegate the following steps. If the General Manager is accused, or a witness to the events at issue, the Board President will complete and/or delegate the following steps.

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

allegations in the complaint.

- (b) Review the factual information gathered through the investigation to determine whether the alleged conduct violates the Policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- (c) Report a summary of the determination as to whether this Policy has been violated to appropriate persons. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
- (d) If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- (e) Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation.

Proactive Approach

The District takes a proactive approach to potential Policy violations and will conduct an investigation if its supervisory or management employees become aware that harassment, discrimination or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.

Option to Report to Outside Administrative Agencies

An individual has the option to report harassment, discrimination or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed on the Internet, in the government section of the telephone book, or employees can check the posters that are located on District bulletin boards for office locations and telephone numbers.

Confidentiality

Every effort will be made to assure the confidentiality of complaints made under this Policy to the greatest extent allowed by law. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. An employee who is interviewed during the course of an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. An employee may discuss his or her interview with a designated representative. The District will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

Responsibilities

- (a) Each non-manager or non-supervisor is responsible for:

- Treating all individuals in the workplace or on worksites with respect and consideration.
 - Modeling behavior that conforms to this Policy.
 - Participating in periodic training.
 - Cooperating with the District's investigations pursuant to this Policy by responding fully and truthfully to all questions posed during the investigation.
 - Taking no actions to influence any potential witness while the investigation is ongoing.
 - Reporting any act, he or she believes in good faith constitutes harassment discrimination or retaliation as defined in this Policy, to his or her immediate supervisor, or department head, or General Manager.
- (b) In addition to the responsibilities listed above, each manager and supervisor is Responsible for:
- Informing employees of this Policy.
 - Taking all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
 - Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
 - Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
 - Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or DFEH regarding alleged Policy violations.
 - Assisting, advising, or consulting with employees and the General Manager and his or her designee regarding this Policy.
 - Assisting in the investigation of complaints involving employee(s) in their departments and, when appropriate, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Policies, up to and including termination.
 - Implementing appropriate disciplinary and remedial actions.
 - Reporting potential violations of this Policy of which he or she becomes aware to the General Manager, regardless of whether a complaint has been submitted.

- Participating in periodic training and scheduling employees for training

VI. RESIGNATION FROM EMPLOYMENT

The District will consider you to have voluntarily terminated your employment if you do any of the following:

- Resign from the District;
- Do not return from an approved leave of absence on the date specified by the District;
- Fail to report to work and fail to call in for three or more work days in a row.

The District may need to terminate employment, without any fault by the employee, because of reorganization, job elimination, economic reasons, or lack of work. Lay-off shall be made in order of seniority within a classification. Regular full time employees shall receive notice of lay-off two (2) weeks prior to the effective date. Should the position be reinstated within one (1) year of the effective date of lay-off, or a new position created within said year requiring substantially the same duties, a regular employee who has been laid-off shall be considered to be appointed there, provided that the employee has on file with the District a written application for re-employment listing a current address and phone number where he/she may be reached.

VII. POLICIES CONCERNING POLITICAL ACTIVITIES

Consistent with the provisions of Government Code sections 3201, et seq., as such may be amended from time to time, the following policies shall apply to District employees concerning political activities:

Use of Office, Authority or Influence to Obtain Position or Compensation Upon Corrupt Condition or Consideration

No one who holds employment with the District shall use, promise, or threaten to use his/her office, authority, or influence to confer upon or secure for any individual person, any position, promotion, or change in compensation or position within the District in exchange for that person acting or refraining from acting on behalf of any candidate, officer, or party.

Solicitation of Political Funds or Contributions from Other Officers or Employees of the District

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 United States 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.

Political Activity During Working Hours or on Premises

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

Soliciting or Receiving Political Funds or Contributions Related to a Ballot Measure on Working Conditions

Nothing in this Article VIII 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.

Prohibition of Restrictions

Except as otherwise provided in this Article VIII and California Government Code section 3201 et seq., there shall be no restriction placed on the political activities of any employee of the District.

VIII. DISTRICT DRUG FREE WORKPLACE AND TESTING POLICY

Purpose and Intent

The District intends to maintain a workplace that is free of drugs and misuse of alcohol and/or marijuana, and to discourage drug abuse and alcohol abuse or misuse by its employees. The District has a vital interest in maintaining safe and efficient working conditions for its employees. Drug or alcohol abuse is incompatible with health, safety, efficiency and success at the District. Employees who are under the influence of a drug or alcohol on the job compromise the District's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality of service, and disruption of customer service and relations. The illegal use of drugs off duty and off District premises is unacceptable. It can have a poor effect on your job performance and will cause our customers to believe that we are incapable of providing first class sewer service.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees and others, and to protect its operations, property and equipment, the District has established and intends to enforce this policy, which includes alcohol and/or drug testing in certain circumstances. Each employee shall comply with this policy and all new employees shall be subject to pre-employment alcohol and drug screening. This policy, and the distribution of it to District employees, constitutes the District's drug free awareness program.

Definitions:

For purposes of this policy:

"Abuse of any legal drug" means the use of any legal drug (i) for any purpose other than the purpose for which it was prescribed or manufactured; or (ii) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the

prescribing physician or manufacturer.

"Illegal drug" means any drug or substance that

- is not legally obtainable; or
- is legally obtainable but has not been legally obtained; or
- has been legally obtained but is being sold, used or distributed unlawfully; or
- alcohol.

"Legal drug" means any drug, including any prescription drug and over-the-counter drug, that has been legally obtained and that is not unlawfully sold, used or distributed.

"Medical Provider" means a licensed medical clinic, doctor, laboratory or other medical provider selected by the General Manager to conduct the drug testing under this policy.

"On duty" means any time when the interests of the District may be adversely affected by an employee who is under the influence of or impaired by illegal drugs, or the abuse of a legal drug, including any time the employee is on duty, on District premises, operating a District vehicle or equipment, or conducting or performing District business, regardless of location.

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

Prohibited Acts

The following acts are prohibited and may subject an employee to discipline including termination of employment:

1. The on-duty use, possession, purchase, sale, manufacture, distribution, transportation or dispensation of any illegal drug.
2. Being under the influence of or impaired by an illegal drug while on duty.
3. The abuse of any legal drug while on duty.
4. The on-duty purchase, sale, manufacture, distribution, transportation, dispensation or possession of any legal drug in a manner inconsistent with law.
5. Being on duty while impaired by the abuse or use of a legal drug whenever such impairment might: (i) endanger the safety of the employee or some other person; (ii) pose a risk of significant damage to District property or equipment; or (iii) adversely interfere with the employee's job performance or the efficient operation of the District's business or equipment. If you are taking a prescribed medication that may affect your ability to perform your job and/or your ability to perform your job safely, you must advise your supervisor of the prescribed medication before you report to work.

Discipline

Any violation of this policy may result in discipline, up to and including dismissal.

Conviction for Drug-Related Offense

An employee who is convicted under a federal or state criminal drug statute relating to any conduct as noted in section "Prohibited Acts" will be deemed to have violated this policy. Employees shall notify the Board of any conviction under a criminal drug statute.

Counseling and Rehabilitation Programs

Upon request by any employee, the Board, or its designee, will consult with and advise an employee about any available drug abuse assistance, rehabilitation or counseling programs.

Drug Testing**Applicability.**

Drug testing may be administered under the following circumstances:

- a. **Pre-Employment Testing.** All offers of employment with the District shall be subject to the acceptable results of a drug screening examination to test for the presence of illegal drugs. If the drug screening examination shows the presence of an illegal drug, the applicant shall be disqualified from employment with the District. The drug testing shall be administered as part of the District's regular pre-employment medical review and examination.
- b. **Reasonable Suspicion Testing.** For existing employees, if the District has reasonable suspicion that the employee, while on duty, may be under the influence of or impaired by an illegal drug, or the abuse of a legal drug, then the employee will be asked about any observed behavior or other indicator(s) and offered an opportunity to provide a reasonable explanation. If the employee cannot reasonably explain the behavior or other indicator(s) to the satisfaction of the District, then the employee may, at the District's discretion, be directed to submit to a drug test.

Testing Procedure

- a. For pre-employment testing, when an applicant has received a job offer conditioned upon successful completion of the pre-employment medical review and exam, he or she will be given the appropriate medical history and consent and release form(s) to complete and sign, instructed regarding the District's pre-employment medical exam and drug and alcohol testing policy, and advised of the time and location of his or her appointment with the Medical Provider.
- b. For reasonable suspicion testing, the employee shall be directed to submit to the drug testing and shall be transported to the test conducted by a Medical Provider.

The drug testing shall be conducted by the Medical Provider. The Medical Provider or the laboratory utilized by the Medical Provider shall be certified by the National Institute on Drug Abuse (NIDA). All expenses of the Medical Provider in implementing this policy shall be paid by the District.

The drug screening examination shall be conducted by urinalysis. The urinalysis shall be conducted by a qualified and competent NIDA-certified laboratory. Any positive finding shall be confirmed by gas chromatography/mass spectrometry or another accurate confirmation test before any report of a positive drug screening result is provided to the District. A drug test shall be deemed positive if it shows the presence of an illegal drug.

The collection of urine specimens shall be done in a professional manner and in such a way as to assure a proper and documented chain of custody, including proper identification, labeling and handling of test specimens. Medical personnel shall not observe the act of urination itself. In connection with the drug screening examination, the applicant or employee shall be asked to list those prescription and over-the-counter drugs which he or she has consumed in the recent past.

An applicant, upon request, may have a portion of the specimen analyzed by an independent laboratory, at his or her own expense. An applicant shall be informed, at the commencement of the testing process, of the right to the independent laboratory analysis. If the applicant submits the results of an independent laboratory analysis, then these results shall be considered by the District prior to any final decision regarding a positive drug test reported by the Medical Provider.

Upon completion of the drug testing, the Medical Provider will immediately forward one copy of the test results to the General Manager, retaining one copy for the Medical Provider's files.

If the drug test results are positive, then (1) for pre-employment testing, the applicant shall be disqualified from employment and the conditional employment offer shall be withdrawn, and (2) for employee testing, the employee shall be in violation of this policy and subject to discipline up to and including dismissal. If an applicant or employee fails to appear and submit to the drug testing or any portion of it, or otherwise refuses or fails to cooperate with the administration of the drug test, the failure or refusal shall be deemed, and handled in the same manner as, a positive drug test result.

Forms

The General Manager, in consultation with the Medical Provider, shall determine, prepare, amend and maintain the forms that are necessary or appropriate to implement this policy.

Limitations

Nothing in this policy is intended to (a) prohibit the customary and ordinary purchase, sale, use, possession or dispensation of legal drugs, or (b) regulate an employee's off-duty conduct, so long as the employee's off-duty use of illegal drugs, and/or the abuse of

legal drugs, does not result in the employee being under the influence of or impaired by such use while on duty in violation of this policy.

Use of Legal Drugs

An employee who uses a legal drug, and who knows or should know that his or her use of the drug might impair his or her ability to perform the job or to perform his or her job safely, must advise the General Manager or the Board of the drug and any of its effects to determine whether it is advisable for the employee to continue working while using the legal drug. In such cases, the District reserves the right to have a District physician determine whether it is advisable for the employee to continue working while using the legal drug.

Confidentiality

The forms and results of drug testing shall be treated confidentially, kept separate from the regular personnel files, and made available only to the General Manager and other District employers or Board Members who have a business-related reason to know the information, except in the event of litigation, or other administrative proceeding, the consent of the applicant or employee, or by court order.

IX. TECHNOLOGY POLICY

Cell Phones and Electronic Devices

Employees are prohibited from using any cell phones or personal electronic devices while operating a vehicle or any potentially dangerous equipment, with the exception that a cell phone may be used while driving when using an appropriate hands-free device, when such use does not otherwise cause the employee to be distracted from the employee's duty to drive in a safe and non-negligent manner. Employees must never prepare, send, retrieve or read any text message while driving.

Technology Use

The District provides various technology resources to authorized employees to assist them in performing their job duties. Each employee has a responsibility to use these resources in a manner that increases productivity, and is respectful of other employees, as well as other people. Failure to follow the District's policies on Technology Use may lead to discipline, up to and including termination of employment.

Technology Resources Definition

Technology Resources consist of all electronic devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic mail; telephones; mobile phones; cellular phones; text messaging; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

Use

The District's Technology Resources are to be used by employees only for the purpose of conducting District business. Employees may, however, use the District's Technology Resources for the following incidental personal uses as long as such use does not interfere with the employee's duties, is not done for monetary gain, does not conflict with the District's business, and does not violate any District policy: 1) to use the telephone system for brief and necessary personal calls; 2) to send and receive necessary and occasional personal communications; and 3) to access the internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies. The District strongly discourages employees from storing any personal data on any of the District's Technology Resources.

Improper Use

Prohibition Against Harassing, Discriminatory and Defamatory Use

As set forth more fully in the District's policy against harassment, the District does not tolerate discrimination or harassment based on gender, pregnancy, race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, veteran status, or any other status protected by state and/or federal laws. Under no circumstances shall employees use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, jokes, or cartoons).

Prohibition Against Violating Copyright Laws

Employees shall not use the District's Technology Resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

Other Prohibited Uses

Employees shall not use the District's Technology Resources for any illegal purpose, violation of any District policy, in a manner contrary to the best interests of the District, in any way that discloses confidential or proprietary information of the District or third parties, or for personal or monetary gain.

District Access To Technology Resources

All messages sent and received, including personal messages, and all data and information stored on the District's Technology Resources (including on its electronic mail system, voicemail system, or computer systems) are District property regardless of the content. As such, the District reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic mail systems, at any time, in its sole discretion.

No Reasonable Expectation Of Privacy

On occasion, the District may need to access its Technology Resources including computer files, electronic mail messages, and voicemail messages. Employees should understand that they have no right of privacy with respect to any messages or information created, collected, or maintained on the District's Technology Resources, including personal information or messages. The District may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The District may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

Passwords

Some of the District's Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any District employee. As a result, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization. Employees are, however, required to provide their passwords to the General Manager, who will provide them to the Board, so that the District maintains a record of the passwords used. If you change any password used to access District Technology Resources, you must promptly provide the password to the General Manager, who will provide it to the Board.

Deleted Information

Deleting or erasing information, documents, or messages maintained on the District's Technology Resources is, in most cases, ineffective. Employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential.

The Internet And On-Line Services

The District provides authorized employees access to online services such as the Internet. The District expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the District's Technology Resources to access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity.

Additionally, employees may not use the District's Technology Resources to post, comment, send, or otherwise upload any information to any Web sites or other online groups, including web logs (i.e., "blogs"), social networking Web sites, newsgroups, discussion groups, or non-District email groups.

The District may monitor both the amount of time spent using online services and the sites visited by individual employees.

Software Use

License Restrictions

All software in use on the District's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the District's computers, by any means of transmission, unless authorized in writing in advance by the General Manager and thoroughly scanned for viruses or other malware prior to installation.

Software For Home Use

Before transferring or copying any software from a District Technology Resource to another computer or other device, employees must obtain written authorization from the General Manager. It is the employee's responsibility to adhere to applicable licensing requirements, including not making or distributing copies of software to others. Upon departure from the District, it is the employee's responsibility to remove all District software from non-District computers and other devices on which District software has been installed. If an employee sells or otherwise transfers out of his or her own possession or control his or her own personally owned computer, he or she must delete all District software prior to such sale or other transfer. Please ask the General Manager for assistance if needed.

Security

The District has installed a variety of programs and devices to ensure the safety and security of the District's Technology Resources. Any employee found tampering with or disabling any of the District's security devices will be subject to discipline up to and including termination.

To maintain the effectiveness of the District's security measures, employees should use only secure networks established by the District to access or use confidential information. Such information may not be downloaded, stored, or copied on any non-District equipment or media (including personally owned computer, handheld devices, external memory devices, or disks) without prior written approval of the General Manager. If confidential information is downloaded, stored, or copied on non-District equipment or media, employee must take all appropriate measures to safeguard against loss, theft, damage, or breach of such equipment or media. If confidential information is downloaded, stored, or copied on non-District equipment or media, employees must permanently delete such information prior to selling or otherwise transferring out of their own possession or control such equipment or media. If confidential information is downloaded, stored, or copied on non-District equipment or media and employee resigns, is terminated, or is requested to do so by management, employees must delete all confidential information they received, including any and all copies thereof. Similarly, employees may not send confidential information to their personal e-mail accounts, even for work-related purposes, without prior written approval of the Board.

Any loss or suspected loss of confidential information, or any suspicious activity such as external hacking attempts or unusual internal activity, should be reported immediately to the General Manager.

RECEIPT OF THIS EMPLOYEE HANDBOOK

I acknowledge that I have been given a copy of the District Employee Handbook. I agree that I have read and will follow the information and rules in this Handbook.

Signature

Date

Print Name _____

NOTE TO THE EMPLOYEE: The original of this form will go into your personnel file. A copy of the form will be sent to you by the Secretary.

DRAFT

I. YOUR PAY AT THE DISTRICT

A. Pay Periods

Pay periods are bi-weekly. The work week begins on Saturday and ends on Friday. Overlap days on the last week of the pay period are Wednesday, Thursday and Friday.

Payment will be made on the last Friday of the end of the bi-weekly pay period. Your paycheck will include your pay for all time worked, including overtime for non-exempt employees. If a pay event is not recognized during the overlap period, the adjustment will be made to the next pay period.

B. Overtime

Some District employees may be exempt from the overtime pay requirements of the law. Exempt employees are paid on a salary basis and are in executive, administrative, or professional positions. Exempt employees are paid their regular salary even when they work in excess of 40 hours per week. You will be notified if you are exempt.

Non-exempt employees are eligible to receive overtime pay for time worked in excess of 40 hours per work week.

If you are non-exempt, you may be required to work overtime. Overtime is paid to non-exempt employees at one and a half times the regular hourly rate if you work more than 40 hours per week. Days or hours when you are paid but do not work, such as vacations, holidays, or sick leave, do not count as time worked for computing overtime.

To work overtime, you must obtain written authorization from the General Manager or a member of the Board of Directors before you perform the work, unless it is an emergency and advance approval is not feasible, in which case you must report the hours worked, in writing to the General Manager or a member of the Board of Directors as soon thereafter as possible. If you work overtime without permission, you may be disciplined, up to and possibly including discharge.

C. Additional Responsibility Pay and Out of Class Pay

Additional Responsibility Pay: Non-exempt employees are compensated at the rate of 20% of base salary for assuming responsibilities that are not part of their job description. Additional Responsibility Pay cannot assume all responsibilities for a vacant position. In this instance the non-exempt employee will be paid “out of class pay” or promoted to a new position. Additional Responsibility Pay will be subject to overtime, holiday and leave pay.

Out of Class Pay is an appointment to an upgraded position or higher classification by an employer or governing board or body into a vacation position

for a limited duration (vacant during recruitment and not leave of absence.) The out of class pay must include all the responsibilities of the position they are filling.

D. On Call

On Call status shall be assigned by the General Manager or designee and paid at the rate of \$100 per week. Employees on vacation or any other form of leave are not eligible to be placed On Call.

While On Call, employees are free to go about their normal routines. On Call employees are expected to remain within a reasonable (60 mile) or approximate one (1) hour response time radius of the District and remain unintoxicated during on-call time. Employees may, with general manager or designee approval, trade with other employees authorized for on call pay.

Any operations employee (exempt and non-exempt) is subject to being placed on controlled or uncontrolled standby.

E. Call Out Pay

A two (2) hour minimum shall be paid at the overtime rate to an employee called out while assigned to On Call duty. If the employee is called out more than one time during the initial two-hour period, any work performed during the initial two-hour period shall be considered to be within the two-hour period and no additional compensation shall be owed.

F. Payroll Deductions

Federal and state laws require that the District withhold taxes from your wages. These include: (1) federal income tax and federal Medicare only for employees hired after 1986; (2) California income tax; and (3) California state disability insurance (SDI).

Employee Paid contributions to PERS are withheld from your wages.

Employee Paid portion of Health Insurance costs are withheld from your wages.

If you want to change the number of your exemptions or your marital status for federal or state income tax withholding purposes, please call the Secretary.

G. Garnishment

If the District receives an order to garnish your wages, the District must comply with that order. A garnishment will reduce your take-home pay. Because of the time and

money involved in processing garnishments, the District may elect to discipline or discharge an employee if garnishment requests for more than one debt are received.

H. Timekeeping

All hourly employees must fill in time cards at the beginning and end of their shifts, and for meal breaks. Fifteen-minute rest breaks need not be written in the time cards. The General Manager may be required to submit a regular time card, at the Board's discretion. However, the General Manager must submit time sheets showing the use of vacation, sick, and personal holiday time for any full or partial day absences.

You are to complete a time sheet for each day worked, showing the time you begin and end work each day, and the time taken for any off-duty meal period. You should submit your timesheet, with your signature verifying the truthfulness of the information on it, to the General Manager. It is important for you to keep accurate time cards and to turn them in when they are due. A time card is a legal document and must not be tampered with. Corrections must be approved by the General Manager or Board member and initialed by you. Filling out the time card of a fellow employee or falsifying your own time card is dishonest and is grounds for termination of your employment.

If you are a part-time or temporary employee, you must turn in your timecard to the General Manager for approval according to the schedule given to you.

Nonexempt employees will be paid for staff meetings, but the employee must note "staff meeting" next to the time recorded for the meeting.

I. Reimbursement for Travel, Meals and Lodging

When an employee utilizes his/her personal vehicle in the conduct of District business, he/she shall be entitled to reimbursement at the currently permitted IRS mileage allowance. The employee must submit by the end of the month an accounting of actual mileage on District business to initiate reimbursement, along with detail of the District business conducted.

An employee shall be entitled to reimbursement for necessary costs of lodging, meals, registration fees, parking fees, bridge and highway tolls, taxi and van/shuttle services in the conduct of authorized District business. Lodging accommodations shall be approved in advance by the General Manager and/or the Board of Directors. Claims for reimbursement must be accompanied by receipt showing payment and must be submitted by the end of the month in which the expenses were incurred

The General Manager and/or the Board of Directors may allow an advance allowance to the employee. The employee must submit all receipts of expenses related to said advance allowance by the end of the month in which the expenses were incurred and

any funds not utilized must be promptly returned at that time to the District.

When authorized in advance by the General Manager and/or the Board of Directors, an employee shall be entitled to reimbursement for actual costs of travel (by commercial carrier) in connection with authorized District business, when substantiated by receipt showing payment for such travel.

J. Annual Salary Review

Each year the General Manager will review the employee salaries and benefits paid by the District (Annual Salary and Benefit Review). This review will be presented to the Board of Directors so that it can be considered during the annual budget process.

Each year the Board of Directors will review the General Manager salary and benefits paid by the District (Annual Salary and Benefit Review) so that it can be considered during the annual budget process.

K. Wages and Salary Schedule

Merit Increases shall be based on experience and performance; within the salary range, which will be determined by a salary survey. Performance reviews will be given on the employee's anniversary date.

L. Cost of Living Adjustment

Effective July 1, 2022, qualifying employees shall receive a cost-of-living adjustment, which shall be applied to the salary schedule.

The Board of Directors shall utilize the December 31, 20xx Bureau of Labor Statistics Consumer Price Index and current economic conditions to assist with determining the appropriate Cost of Living Adjustment by the end of the fiscal year.

Qualifying employees shall mean General manager, Operator in Training and Board Secretary/ Finance Officer. Per-diem and contracted flat rate employees are not qualifying employees and are not part of the wages or salary schedule.

For current salary schedules please see Appendix C

Bureau of Labor Statistics Consumer Price Index

<https://www.bls.gov/bls/news-release/cpi.htm#2021>

EMPLOYEE BENEFITS

Eligibility for Benefits

The chart below summarizes when regular full-time employees, or employees who are eligible by law, may be eligible to use certain benefits:

| | |
|---|---|
| Vacation Pay | After completion of first 6 months of probation |
| Sick Pay | Upon accrued time available |
| District Holidays | Upon hire |
| Health Insurance | First month following enrollment |
| Excepted Benefit Health Reimbursement Arrangement | First month following date of hire |
| Pension Plan (PERS) | Upon satisfied PERS criteria. |

PAID TIME OFF

Paid Vacation

The District offers paid vacation to eligible regular full-time employees. Vacation is paid on the basis of your base hourly rate, excluding premiums, and overtime compensation, if any.

Vacations: regular full-time employees accrue vacation days on a monthly basis according to the following schedule:

| Years of Continuous Service | Hours (1 day = 8 hours) |
|------------------------------------|--|
| 1 and up to 5 Years | 8 hours for each full month of service. 96 hours maximum per year. |
| Over 5 and up to 10 years | 12 hours for each full month of service 144 hours maximum per year. |
| Over 10 and up to 15 years | 16 hours for each full month of service. 192 hours maximum per year |
| Over 15 Years | 20 hours for each full month worked. 240 hours maximum per year |

Continuous service is defined as service that is uninterrupted by termination of employment and subsequent rehire by the District or a break in service that has been bridged. Continuous service is measured from the completion of the probationary period.

The District encourages employees to use vacation in the year it is accrued.

Once you have accrued 240 hours, you cannot accrue more vacation time until you use up some of your accrued unused vacation to bring it below the cap. At that point, you will once again begin accruing vacation at the normal rate until the cap is reached.

When you leave the District, you will be paid for all unused accrued vacation at your base rate of pay at the time of your termination.

You must give your supervisor one-week advance notice of any vacation request and at least 30 days' advance notice of any request to take any vacation of five (5) continuous days or more, unless it is an emergency.

You may not take vacation before you earn it unless you obtain written permission from your

supervisor. If permission is granted, the vacation will be considered a salary advance. If you take more vacation than you have earned, and then leave the District, the amount of unearned vacation time you took will be deducted from your final paycheck.

If you are on a leave of absence or are suspended, you will not earn vacation benefits during such period.

If you become ill during your vacation, you will not be able to count those vacation days as sick days. However, in extreme circumstances, your supervisor may reschedule your vacation, at his or her sole discretion.

If an observed District holiday occurs on an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday period.

The scheduling of your vacation is based on the District's operational needs and the requests for vacation and leaves of absence of other employees. You may take vacation periods of less than one full day. All vacation requests must be approved in advance by your supervisor. If there is a conflict in requests for time off, the person with the most seniority will be given preference.

Vacation Cash-Out

If on October 31 of each year, an employee has a balance of one hundred-fifty (150) or more hours of sick leave, the employee may, in November of that year request a cash payment from eight (8) to forty (40) hours of any vacation accrual the employee has acquired prior to the October 31 of each year. Vacation cash-out is subject to all payroll taxes.

District Holidays

The District provides the following paid holidays each year to regular full-time employees:

5 Year Chart of Specific Dates in Appendix A

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Holiday Chart of Specific Dates in Appendix A

Your pay for the holiday will be commensurate with your pay rate and the number of hours that you are regularly scheduled to work per day. If you are a regular part-time employee and were not scheduled to work on an observed holiday, then you will not be entitled to receive pay for that holiday. If you are required to work on a holiday and are a non-exempt employee, you will

receive your overtime pay rate for the hours worked on the holiday, or if you are an exempt employee, you will receive compensatory time off for the holiday.

When a holiday falls on a Saturday, it is observed the preceding Friday. When it falls on a Sunday, it is observed the following Monday. Holidays that fall during a scheduled vacation do not count as a vacation day used.

All employees are ineligible for holiday benefits that accrue while on a leave of absence, unless required by law.

Personal Holidays

Each year regular full-time employees will receive up to two (16 hours) personal paid holidays. Your pay for the personal holiday will correspond with your pay rate and the number of hours that you are regularly scheduled to work per day. Your personal paid holidays may be used as you wish.

You may take these days off at any time during the year with approval in advance from your supervisor. The personal holidays should be used in the year during which they are received. If unused, they carry over to the following year.

You may accrue up to a maximum of 4 days (32 hours) of unused personal holidays. Once you have accrued 4 days (32 hours) you cannot accrue more vacation time until you use up some of your accrued unused vacation to bring it below the cap.

Sick Leave

Purposes for Sick Leave

An employee may use up to one-half of their available annual accrual of sick leave for the following reasons:

- (a) For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care;
- (b) For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including a child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or registered domestic partner, parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, or sibling; or
- (c) for an employee who is a victim of domestic violence, sexual assault, or stalking to:
 - obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or
 - obtain medical attention or psychological counseling; services from a shelter;

program or crisis center; or participate in safety planning or other actions to increase safety.

Any additional paid sick leave used by an employee in a calendar year beyond the use of one-half on their annual accrual of sick leave can only be used for the employee's own diagnosis, care, or treatment of an existing health condition or preventative care. However, part-time employees may use up to 24 hours of accrued and available sick leave each year for any of the purposes stated in this provision.

Terms of Sick Leave

Accrual & Carryover for Different Categories of Employees:

Full time employees accrue 12 days of sick leave each year (one day per month or 8 hours) of paid status. Accrued sick leave carries over from year to year. Full-time employees may accrue up to 30 days (240 hours) of sick leave. Sick leave is not paid out upon termination.

Part-time employees who work 30 or more days within a year from the commencement of employment with the District accrue one hour of paid sick leave for every 30 hours worked. Accrued and unused sick leave carries over to the following year of employment but non-full-time employees stop earning sick leave once he or she has accrued 48 hours. Sick leave is not paid out upon termination.

Sick Leave Use

An employee may use accrued sick leave, as it is accrued.

Sick Leave Request

To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this provision without good reason, may result in the employee being treated as absent without leave.

Certification

The District may require that employees provide a physician's certification to support any absence that involves the illness of the employee or family member if the District suspects that there is an abuse of sick leave by the employee. All employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

Sick Leave Upon Separation from Employment

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. Unused sick leave may be converted to retirement service credits only as may be permitted under applicable retirement system laws and regulations.

Sick Leave Reinstatement

If an employee separates and is rehired within one year from separation, accrued and unused sick leave, to a maximum of 48 hours, will be reinstated. An employee who worked at least 90 days in the initial employment with the District may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the District must work the remaining amount of the 90 day-qualifying period to be able to use accrued sick leave. This provision does not apply to employees eligible for converted retirement service credits.

State Disability Insurance

If an employee is injured off the job while employed at the District, and after having satisfied the requirements of eligibility for State Disability Insurance (“SDI”), he or she is entitled to apply for SDI. The benefits are determined according to the schedule of wages contained in the provision for State Disability Insurance. All conditions and benefits for State Disability Insurance are determined by the State and not by the District. You must file a claim with the California Employment Development Department to receive any such benefits.

An employee will not be permitted to receive SDI benefits if he/she is also receiving Workers' Compensation benefits.

If an employee chooses to take authorized District sick leave for the period that he/she is disabled, the District will deduct any accrued sick leave you may have in a manner that, when combined with the SDI benefits you receive, you will continue to receive the equivalent of your base pay rate for each work day of the leave until your sick leave is used up.

An employee receiving State Disability Insurance must keep the District informed of his/her status on a regular basis. If an injured employee must miss work at the District for an extended period of time, it shall be the decision of the Board as to whether or not an extended leave of absence may be granted. See the below provisions concerning medical leaves of absence.

POLICIES GOVERNING UNPAID TIME OFF

Approved Leaves of Absence

Sometimes employees may need to take a leave of absence from their employment. When a probationary employee takes a District approved leave of absence, his or her probationary period is extended by the number of days of absence.

If you take a leave of absence, you must return to work on the next regular working day after your leave of absence ends. If you do not, you will be considered to have voluntarily quit your job.

No leave of absence may be taken without written approval from your supervisor and the District Board of Directors. Typically, you must ask for approval in advance to take a leave of absence.

If you know you will need a leave of absence in advance (for example, in cases of military or pregnancy leave), you must give at least 30 days' prior written notice of the expected

start date of your unavailability. The notice should include the anticipated timing and duration of the leave. If 30 days' advance notice is not possible, notice must be given as soon as practicable.

Except as required by law, the District cannot guarantee that your position will still be open when you return from your leave of absence. If your position has been filled or eliminated, the District will try to find you a comparable position. If one is not open, you will be offered the next available position for which you are qualified. If you do not accept that position, you will be considered to have voluntarily quit your job.

Each type of leave of absence has its own rules. All leaves of absence are unpaid, except for that portion covered by the employee's accrued sick leave and/or vacation. If you wish to take a leave of absence, you must consult with the General Manager, about the applicable restrictions.

Listed below are the types of leave of absence permitted by the District.

Medical Leave – Nonoccupational

Any regular full-time or regular part-time employee who, as a result of a non-work-related serious health condition, other than pregnancy, becomes unable to perform the duties of his or her position, may be eligible for a medical leave of absence. Employees will be required to use any accrued sick leave and accrued vacation during the leave, which will enable the employee to continue to receive pay. Once an employee exhausts his/her accrued vacation and sick leave, if any, the remaining portion of the leave shall be unpaid. You must make a written request for the leave to the General Manager (the General Manager must make a written request to the Board of Directors). Approval of such leaves will be based on considerations such as the reason for the request, the District's needs, the employee's performance and length of service with the District and level of responsibility. The granting or denying of such leave is in the sole discretion of the District.

Duration

The leave extends for the duration of the serious health conditions, up to a maximum of four (4) months, measured from the onset of the condition. Regular part-time employees are entitled to leave on a pro rata basis.

Verification of Need for the Leave

Medical certification by a licensed health care provider of the need for the leave is required. The certification must verify that leave is required because of the employee's serious health condition, defined as "an illness, injury, impairment, or physical or mental condition" that renders the employee unable to work or medical treatment of a serious health condition. The District reserves the right to request at any time that an employee confirm the existence of his or her disability from a serious health condition with a written verification from a licensed physician. At a minimum, the employee who is on a medical leave in excess of one month must notify the District by the end of each month both of the status of the medical condition and the employee's ability to return to work.

Failure to provide the required verification may result in either the denial or termination of the leave.

Sick Leave Accrual, Vacation Accrual, and Holiday Pay

Neither sick leave nor vacation will accrue during any period of absence on medical leave. Employees on leave do not receive holiday pay. Medical insurance benefits will continue to be paid by the District during any period of absence, of up to four (4) months, on medical leave. However, if the employee fails to return to work from leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the control of the employee, the District can recover any health premiums that it paid on behalf of the employee during the unpaid leave.

Verification of Ability to Return

Employees returning from a medical leave of absence are required to provide a release to return to work from a licensed health care provider. The District reserves the right to require an employee on any medical leave, to be examined, at District expense, by a District selected physician prior to his or her return to work to the extent permitted by law.

Subsequent Leave for the Same Condition

If an employee returns to work from an approved medical leave of absence before the lapse of the approved leave period and thereafter is granted one or more additional leaves for the same medical condition, the additional leaves may continue only until the employee has spent a combined total four (4) months absence from work due to the same medical condition. After the lapse of four (4) months of absence for the same medical condition, the employee's employment with the District may terminate, unless otherwise required by law.

Termination of Employment

Except as provided by law, if an employee is unable to return to work after four (4) months on medical leave, an employee's employment with the District will terminate. An employee may be subject to termination during a leave of absence for reasons including but not limited to the failure to keep the District informed of employee's status as required by this policy and business or operational reasons unrelated to the leave.

Workers' Compensation Leave

Workers' Compensation Leave is available to any employee who is temporarily unable to work as a result of a work-related injury or illness. The District will pay accrued sick leave benefits to an eligible employee during the normal three-day waiting period before the employee is paid workers' compensation benefits pursuant to the applicable state law governing the industrial injury or illness. Following the three-day waiting period specified above, the District will deduct any accrued sick leave you may have in a manner that, when combined with the workers' compensation benefits you receive, you will continue to receive the equivalent of your base pay rate for each work day of the leave until your sick leave is used up. You may elect to use your accrued vacation during the leave, which

will be similarly coordinated with the workers' compensation benefits you receive up to your regular base pay rate until your vacation leave is used up.

Certification: The employee must provide medical verification regarding the status of the medical condition, including the expected date of return to work and any changes in medical condition that may affect a return to work. Medical certification that the employee is released to return to work is required before the employee will be permitted to return.

Duration: The Workers' Compensation Leave will last until one of the following circumstances occurs:

1. a recognized medical professional certifies that you are released to work with no restrictions;
2. you are released to work with some restrictions and work is offered by the District that is consistent with those restrictions;
3. medical evidence establishes that your condition is permanent and stationary and you are permanently unable to return to usual duties; or
4. you resign, quit, or otherwise indicate that you are not going to return to your job.

An employee returning to work must provide the employer with reasonable advance notice of the release to return to work, as well as a copy of the doctor's release. An employee released to work in his/her former position will be returned to the former position if available. If such position is not available, the employee will be offered an available position for which the employee is qualified.

Benefits: Benefits such as vacation and sick leave will not accrue while on a workers' compensation leave. Medical insurance premiums while on leave will be treated in the same manner as with other medical leaves of absence.

Pregnancy Leave

The purpose of this policy is to set forth rights and responsibilities with respect to Pregnancy Disability Leave ("PDL")

Eligibility/Duration

Employees are eligible for pregnancy disability leave regardless when they became employed by the District. That is, there is no service requirement prior to eligibility for this leave. Full-time employees are eligible for up to 4 months leave (88 work days) while disabled due to pregnancy, childbirth or related medical condition. PDL includes leave needed for prenatal care and prenatal complications, including morning sickness.

Procedures

1. Notification

- a. The employee must follow the notice procedures above when making a request for PDL.

2. Physician Certification

- a. The employee must provide certification from the health care provider stating:

- i. date of commencement of the need for PDL
- ii. probable duration of the leave
- iii. that the employee is unable to perform the duties of her position because of her pregnancy
- iv. that the employee is unable to perform the duties of her position because of her pregnancy

The District will also require certification by the employee's health care provider that she is fit to return to her job before she may return to work.

California Family Rights Act of 1993 (CFRA)

Under the California Family Rights Act of 1993, if an employee has more than 12 months of service and has worked at least 1,250 hours in the 12-month period before the date leave begins and the District employs five (5) or more employees, you may have a right to a family care of medical leave (CFRA) leave.

CFRA leave may be up to twelve (12) workweeks in a 12-month period for the birth, adoption or foster care placement of your child or for your own serious health condition or that of your child, parent, parent-in-law grandparent, sibling, spouse, or domestic partner. This law provides for only unpaid leave; however, an employee may choose, or employers may require use of accrued paid leave will utilizing CFRA.

Health, Dental, and Life Insurance Benefits

An employee taking PDL will be allowed to continue participating in District-sponsored health (i.e., medical, dental, vision, and life) insurance and reimbursement plans in which the employee was enrolled prior to the first day of leave to the same extent and under the same condition outlined above under Medical Leaves of Absences due to a non-work-related condition.

Use of Paid Leave

- PDL leave is unpaid, except that employee must use any accrued sick leave during the leave, and employees may elect to use any accrued vacation benefits during the leave.
- When medically necessary, the employee may take pregnancy leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule.

Transfer

Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated.

Reinstatement

Under most circumstances, upon return from pregnancy leave, the employee will be reinstated to her original job. However, if that position no longer exists due to a change unrelated to the leave, the employee will be returned to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In addition, the use of pregnancy leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using pregnancy leave. Any employment action (such as layoff or reduction) that would have impacted the employee had she not been on pregnancy leave will still apply.

Reinstatement after pregnancy leave may be denied if the employee:

- has given unequivocal notice that she does not intend to return to work
- is unable to return to work and has exhausted her 4 months (88 work days) of leave.
- fails to provide the required completed *Medical Certification/Return to Work* form.

Military Service

Employees are eligible for military leaves of absence in accordance with law. The specific terms and nature of your right to return to your job after a military leave are governed by law. If you have questions about military leaves of absence, please call the Secretary, who will make the Board aware of your request.

Other Allowable Time Off

There may be other times, such as the following occasions, when you must miss work. You must inform your supervisor with as much advance notice as possible when you know that you will be absent.

Jury Duty

If you receive a jury summons, you must inform your supervisor and the Secretary immediately and provide a copy of the jury summons. If you are not excused from jury duty or your work schedule cannot be rearranged to avoid conflict, you will be allowed to take time off to attend to jury duty. Probationary and regular full-time and part-time employees will continue to receive their regular pay for each full working day missed due to such duty for up to 15 days every two years. During any period of paid jury duty, you are required to turn in to the District Secretary any per diem payment made by the Court for the jury service.

Evidence of jury duty attendance must be presented to the District Secretary. You must report to work on days or parts of days when you are not required to serve or are excused from jury duty, or when the jury duty does not conflict with your work schedule. For example, if you are released from such duty two or more hours before the end of your regular workday, or you are not scheduled to begin jury duty earlier than two hours after you are scheduled to begin the workday, you must report to work.

Witness Duty

You may be required by law to appear in court as a witness. If you give reasonable advance notice to your supervisor, you will be allowed to take unpaid time off. If your appearance

in court concerns an action involving the District where you are a witness on behalf of the District, then you will be paid for such appearance on the same basis as you are paid for any work day.

Voting Time

If you would not be able to vote on election day because of your work schedule, the District will give you adequate time off to vote as approved by your supervisor. You will be paid for the time off to vote, but such pay shall not exceed two hours of your base pay rate. You must tell your supervisor that you will need time off to vote as soon as you know this, but not less than two work days before election day. Your supervisor may require you to take voting time at the beginning or end of your shift. Your supervisor will ask you to present a voter's receipt before you are paid for voting time off.

Death in Immediate Family

Regular full-time employees may be absent with pay for up to three (3) normally scheduled, consecutive working days per year because of death in the immediate family. Immediate family includes current spouse, domestic partner, mother, father, sister, brother, child, current brother-in-law, current sister-in-law, current mother-in-law, current father-in-law, grandparents, and grandchildren.

If you are a regular part-time employee or still in your probationary period, you may be allowed to take unpaid bereavement leave up to three days with written approval of your supervisor. This leave will extend your probationary period.

Lactation Break Time

An overtime-eligible employee who wishes to express breast milk for her infant child during her scheduled work hours will receive a reasonable amount of additional unpaid time beyond the 15-minute compensated rest period. Those desiring to take a lactation break must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The District will make reasonable efforts to accommodate employees by providing an appropriate location, that is not in a bathroom, to express milk in private. The District will attempt to find a location in close proximity to the employee's work area that is shielded from view and free from intrusion, contains a surface to place a breast pump and personal items, has a place to sit, and has access to electricity for operation of a breast pump. Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

Pension Plan

The District currently maintains a retirement program for employees who qualify for membership in the California Public Employees Retirement System (CalPERS).

Effective October 1, 2020, employees shall contribute the entire cost of the member contribution. This paragraph shall not apply to employees who are defined as “new members” under the Public Employees’ Pension Reform Act (“PEPRA”).

Employees who are defined as “new members” under the Public Employees’ Pension Reform Act (“PEPRA”) will be subject to all applicable PEPRA provisions, which include the 2% at 62 formula and final compensation based on the highest average annual compensation during a consecutive 36-month period. New members will pay the total cost of the member contribution retirement benefit, as determined by CalPERS.

The District reserves the right to eliminate, reduce, modify or add to this benefit.

APPENDIX A

SCHEDULED HOLIDAY'S

| | 2022 | 2023 | 2024 | 2025 |
|------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|
| Saturday = Friday | | | | |
| Sunday = Monday | | | | |
| | 2022 | 2023 | 2024 | 2025 |
| New Years Day | Saturday, January 1, 2022 | Sunday, January 1, 2023 | Monday, January 1, 2024 | Wednesday, January 1, 2025 |
| Martin Luther King Day | Monday, January 17, 2022 | Monday, January 16, 2023 | Friday, January 15, 2021 | Monday, January 20, 2025 |
| President's Day | Monday, February 21, 2022 | Monday, February 20, 2023 | Monday, February 19, 2024 | Monday, February 17, 2025 |
| Memorial Day | Monday, May 30, 2022 | Monday, May 29, 2023 | Monday, May 27, 2024 | Monday, May 26, 2025 |
| Independence Day | Monday, July 4, 2022 | Tuesday, July 4, 2023 | Thursday, July 4, 2024 | Friday, July 4, 2025 |
| Labor Day | Monday, September 5, 2022 | Monday, September 4, 2023 | Monday, September 2, 2024 | Monday, September 1, 2025 |
| Veterans Day | Friday, November 11, 2022 | Saturday, November 11, 2023 | Monday, November 11, 2024 | Tuesday, November 11, 2025 |
| Thanksgiving Day | Thursday, November 24, 2022 | Thursday, November 23, 2023 | Thursday, November 28, 2024 | Thursday, November 27, 2025 |
| Christmas Day | Sunday, December 25, 2022 | Monday, December 25, 2023 | Wednesday, December 25, 2024 | Thursday, December 25, 2025 |

APPENDIX B

Medical Insurance

PERS Gold 2022

Hilton Creek Community Services District Selected Plan is:
PERS Gold 2022

Subscriber: \$ 701.23 Month
Subscriber +1: \$1,402.48 Month
Subscriber +2 or more \$1,823.20 Month

PEMHCA statutory Minimum Contribution for 2022 is: \$149.00

CalPERS 2022 Regional Health Premiums (Actives and Annuitants)

Effective Date: January 1, 2022

| Region 1 | | | | | | | | | | | | |
|--|------------|-----------|------------|------------|--------------------------|-----------|------------|------------|----------------------------|-----------|------------|------------|
| Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba | | | | | | | | | | | | |
| Basic Monthly Premiums (B) | | | | | | | | | | | | |
| Plan | Subscriber | Plan Code | Party Code | Party Rate | Subscriber & 1 Dependent | Plan Code | Party Code | Party Rate | Subscriber & 2+ Dependents | Plan Code | Party Code | Party Rate |
| Anthem Blue Cross Del Norte | \$1,057.01 | 504 | 1 | 1 | \$2,114.02 | 504 | 2 | 2 | \$2,748.23 | 504 | 3 | 3 |
| Anthem Blue Cross Select | 1,015.81 | 506 | 1 | 1 | 2,031.62 | 506 | 2 | 2 | 2,641.11 | 506 | 3 | 3 |
| Anthem Blue Cross Traditional | 1,304.00 | 509 | 1 | 1 | 2,608.00 | 509 | 2 | 2 | 3,390.40 | 509 | 3 | 3 |
| Blue Shield Access+ | 1,116.01 | 525 | 1 | 1 | 2,232.02 | 525 | 2 | 2 | 2,901.63 | 525 | 3 | 3 |
| Blue Shield Access+ EPO | 1,116.01 | 524 | 1 | 1 | 2,232.02 | 524 | 2 | 2 | 2,901.63 | 524 | 3 | 3 |
| Blue Shield Trio* | 898.54 | 451 | 1 | 1 | 1,797.08 | 451 | 2 | 2 | 2,336.20 | 451 | 3 | 3 |
| Health Net SmartCare | 1,153.00 | 528 | 1 | 1 | 2,306.00 | 528 | 2 | 2 | 2,997.80 | 528 | 3 | 3 |
| Kaiser Permanente | 857.06 | 533 | 1 | 1 | 1,714.12 | 533 | 2 | 2 | 2,228.36 | 533 | 3 | 3 |
| PERS Gold | 701.23 | 613 | 1 | 1 | 1,402.46 | 613 | 2 | 2 | 1,823.20 | 613 | 3 | 3 |
| PERS Platinum | 1,057.01 | 601 | 1 | 1 | 2,114.02 | 601 | 2 | 2 | 2,748.23 | 601 | 3 | 3 |
| Peace Officers Research Assoc of CA | 799.00 | 592 | 1 | 1 | 1,725.00 | 592 | 2 | 2 | 2,219.00 | 592 | 3 | 3 |
| UnitedHealthcare SignatureValue Alliance | 1,020.28 | 576 | 1 | 1 | 2,040.56 | 576 | 2 | 2 | 2,652.73 | 576 | 3 | 3 |
| Western Health Advantage | 741.26 | 591 | 1 | 1 | 1,482.52 | 591 | 2 | 2 | 1,927.28 | 591 | 3 | 3 |

APPENDIX C

| General Manager | | |
|-------------------------|---------------------|------------|
| Full Time Op III | Salary Range | |
| Max Hours Year | 2,080.00 | 2,080.00 |
| Hourly | 40.87 | 52.16 |
| Weekly (40 Hours) | 1,634.62 | 2,086.23 |
| Monthly | 7,083.33 | 9,040.33 |
| Annual | 85,000.00 | 108,483.93 |

| Operator in Training - FT | Salary Range | |
|----------------------------------|---------------------|-----------|
| Max Hours Year | 2,080.00 | 2,080.00 |
| Hourly | 27.50 | 33.43 |
| Additional Responsibility Pay | 5.50 | 6.69 |
| Total Hourly Rate | 33.00 | 40.11 |
| Daily Rate | 264.00 | 320.89 |
| Weekly (40 Hours) | 1,320.00 | 1,604.47 |
| Monthly | 4,766.67 | 5,793.91 |
| Annual | 57,200.00 | 69,526.96 |
| Overtime Hourly Rate | 49.50 | 60.17 |

| Secretary of the Board | | |
|-------------------------------|---------------------|-----------|
| Finance Officer | Salary Range | |
| Max Hours Year | 1,000.00 | 1,000.00 |
| Hourly | 35.00 | 44.67 |
| Weekly (19 Hours) | 665.00 | 848.73 |
| Monthly | 2,916.67 | 3,722.49 |
| Annual | 35,000.00 | 44,669.85 |

Bureau of Labor Statistics

<https://www.bls.gov/bls/news-release/cpi.htm#2021>