

**SANITARY DISTRICT NO. 5 OF MARIN COUNTY**  
**2001 Paradise Drive**  
**Tiburon, California 94920**  
**AGENDA**

**Personnel Committee Meeting**  
**Wednesday, November 9<sup>th</sup>, 2022, 2:00 P.M.**

**CORONA VIRUS (COVID-19) ADVISORY NOTICE**

Consistent with Assembly Bill 361 revising Government Code section 54953, and Resolution No. 2021-07 of this Board enacted in accordance therewith, the Meeting will not be physically open to the public and all Board Members and Staff will be teleconferencing into the meeting.

**How to Submit Public Comments:**

Comments submitted prior to the commencement of the meeting will be presented to the Committee and included in the public record for the meeting.

**Public Comments are to be submitted via email to [jmulloy@sani5.org](mailto:jmulloy@sani5.org).**

In addition, members of the public who are calling-in will have the opportunity to provide public comments by following the steps below:

**How to Participate in the Meeting:**

**Join Zoom Meeting by clicking on the following link:**

**<https://us02web.zoom.us/j/6230620778>**

**Meeting ID: 623 062 0778**

**or join by phone:**

**Call in number: (669) 900-9128**

**Participant Code: 623 062 0778**

**I. Roll Call**

**II. Public Comments**

**III. New Business**

1. Review and discuss current overtime and effects recent retirements have had on District operations.
2. Review and discuss Policies and Procedures Manual and consideration to hire a consultant to review and update current policies (most are now 8 years old).
3. Verbal discussion regarding upcoming performance evaluation – District Manager.

**IV. Adjournment**

*This Committee may be attended by Board Members who do not serve on this committee. In the event that a quorum of the entire Board is present, this Committee shall act as a Committee of the Whole. In either case, any item acted upon by the Committee or the Committee of the Whole will require consideration and action by the full Board of Directors as a prerequisite to its legal enactment. **Accessible public meetings:** Any member of the public who needs accommodations should email the Office Manager, at [rdohrmann@sani5.org](mailto:rdohrmann@sani5.org), who will use her best efforts to provide as much accessibility as possible while also maintaining public safety.*

4:07 PM  
08/11/22  
Accrual Basis

Sanitary Distr. No.5 of Marin Co.  
Monthly O.T. Report  
July 2022

Type	Date	Num	Name	Memo	Amount	Balance
<b>Balf, Abigail</b>						
Check	07/29/22	196	Balf, Abigail	4.50 Hrs. O.T. @ 1.5x	258.66	258.66
Check	07/29/22	196	Balf, Abigail	1.00 Hrs. O.T. @ 2.0x	76.64	335.30
Total Balf, Abigail					335.30	335.30
<b>Bilsborough, Chad</b>						
Check	07/14/22	182	Bilsborough, Chad	53.00 Hrs O.T. @ 1.5x	3,703.11	3,703.11
Check	07/29/22	197	Bilsborough, Chad	26.00 Hrs O.T. @ 1.5x	1,907.49	5,610.60
Check	07/29/22	197	Bilsborough, Chad	10.50 Hrs. O.T. @ 2.0x	1,027.11	6,637.71
Total Bilsborough, Chad					6,637.71	6,637.71
<b>Cottrell, Rulon</b>						
Check	07/14/22	184	Cottrell, Rulon	20.00 Hrs. O.T. @ 1.5x	1,966.20	1,966.20
Check	07/29/22	199	Cottrell, Rulon	16.00 Hrs. O.T. @ 1.5x	1,651.68	3,617.88
Total Cottrell, Rulon					3,617.88	3,617.88
<b>Dohrmann, Robin</b>						
Check	07/29/22	200	Dohrmann, Robin	19.25 Hrs. O.T. @ 1.5x	1,802.38	1,802.38
Check	07/29/22	200	Dohrmann, Robin	02.75 Hrs. O.T. @ 2.0x	343.31	2,145.69
Total Dohrmann, Robin					2,145.69	2,145.69
<b>La Torre, Daniel P.</b>						
Check	07/14/22	186	La Torre, Daniel P.	10.00 Hrs. O.T. @ 1.5x	891.75	891.75
Check	07/14/22	186	La Torre, Daniel P.	02.50 Hrs. O.T. @ 2.0x	297.25	1,189.00
Check	07/29/22	201	La Torre, Daniel P.	02.00 Hrs. O.T. @ 1.5x	187.26	1,376.26
Check	07/29/22	201	La Torre, Daniel P.	03.00 Hrs. O.T. @ 2.0x	374.52	1,750.78
Total La Torre, Daniel P.					1,750.78	1,750.78
<b>Rosser, John</b>						
Check	07/14/22	188	Rosser, John	02.00 Hrs. @ 1.5x	161.76	161.76
Check	07/14/22	188	Rosser, John	00.50 Hrs. @ 2.0x	53.92	215.68
Check	07/14/22	188	Rosser, John	40.00 Hrs. Comp Buy-Back (was to be total amount vs. hrly ...	53.92	269.60
Check	07/15/22	193A	Rosser, John	02.00 Hrs. @ 1.5x	161.76	431.36
Check	07/15/22	193A	Rosser, John	00.50 Hrs. @ 2.0x	53.92	485.28
Check	07/15/22	193A	Rosser, John	40.00 Hrs. Comp Buy-Back (was to be total amount vs. hrly ...	53.92	539.20
Check	07/16/22	193	Rosser, John	02.00 Hrs. @ 1.5x	161.76	700.96
Check	07/16/22	193	Rosser, John	40.00 Hrs. Comp Buy-Back (was to be total amount vs. hrly ...	2,156.80	2,857.76
Total Rosser, John					2,857.76	2,857.76
<b>Triola, Joseph</b>						
Check	07/29/22	206	Triola, Joseph	02.00 Hrs. O.T. @ 1.5x	169.86	169.86
Check	07/29/22	206	Triola, Joseph	01.00 Hrs. O.T. @ 2.0x	113.24	283.10
Total Triola, Joseph					283.10	283.10
<b>TOTAL</b>					<b>17,628.22</b>	<b>17,628.22</b>

**Sanitary Distr. No.5 of Marin Co.  
 Monthly O.T. Report  
 August 2022**

Type	Date	Num	Name	Memo	Amount	Balance
<b>Balf, Abigail</b>						
Check	08/12/22	208	Balf, Abigail	5.00 Hrs. O.T. @ 1.5x	287.40	287.40
Check	08/12/22	208	Balf, Abigail	1.00 Hrs. O.T. @ 2.0x	76.64	364.04
Check	08/30/22	230	Balf, Abigail	6.00 Hrs. O.T. @ 1.5x	344.88	708.92
Check	08/30/22	230	Balf, Abigail	1.00 Hrs. O.T. @ 2.0x	76.64	785.56
Total Balf, Abigail					785.56	785.56
<b>Bilsborough, Chad</b>						
Check	08/12/22	209	Bilsborough, Chad	13.50 Hrs O.T. @ 1.5x	990.43	990.43
Check	08/12/22	209	Bilsborough, Chad	02.00 Hrs. O.T. @ 2.0x	195.64	1,186.07
Check	08/30/22	231	Bilsborough, Chad	46.00 Hrs O.T. @ 1.5x	3,374.79	4,560.86
Check	08/30/22	231	Bilsborough, Chad	03.00 Hrs. O.T. @ 2.0x	293.46	4,854.32
Total Bilsborough, Chad					4,854.32	4,854.32
<b>Cottrell, Rulon</b>						
Check	08/12/22	211	Cottrell, Rulon	28.50 Hrs. O.T. @ 1.5x	2,942.06	2,942.06
Check	08/12/22	211	Cottrell, Rulon	03.00 Hrs. O.T. @ 2.0x	412.92	3,354.98
Check	08/30/22	233	Cottrell, Rulon	25.50 Hrs. O.T. @ 1.5x	2,632.37	5,987.35
Check	08/30/22	233	Cottrell, Rulon	02.00 Hrs. O.T. @ 2.0x	275.28	6,262.63
Total Cottrell, Rulon					6,262.63	6,262.63
<b>Dohrmann, Robin</b>						
Check	08/30/22	234	Dohrmann, Robin	7.00 Hrs. O.T. @ 1.5x	655.41	655.41
Total Dohrmann, Robin					655.41	655.41
<b>La Torre, Daniel P.</b>						
Check	08/12/22	220B	La Torre, Daniel P.	02.00 Hrs. O.T. @ 1.5x	187.26	187.26
Check	08/12/22	220B	La Torre, Daniel P.	01.00 Hrs. O.T. @ 2.0x	124.84	312.10
Check	08/30/22	235	La Torre, Daniel P.	05.00 Hrs. O.T. @ 1.5x	468.15	780.25
Total La Torre, Daniel P.					780.25	780.25
<b>Triola, Joseph</b>						
Check	08/12/22	219B	Triola, Joseph	00.00 Hrs. O.T. @ 1.5x	764.37	764.37
Total Triola, Joseph					764.37	764.37
<b>TOTAL</b>					<b>14,102.54</b>	<b>14,102.54</b>

11:27 AM

10/11/22

Accrual Basis

**Sanitary Distr. No.5 of Marin Co.**  
**Monthly O.T. Report**  
**September 2022**

Type	Date	Num	Name	Memo	Amount	Balance
<b>Balf, Abigail</b>						
Check	09/15/22	242	Balf, Abigail	8.00 Hrs. O.T. @ 1.5x	459.84	459.84
Check	09/15/22	242	Balf, Abigail	0.50 Hrs. O.T. @ 2.0x	38.32	498.16
Check	09/29/22	254	Balf, Abigail	1.00 Hrs. O.T. @ 1.5x	57.48	555.64
Total Balf, Abigail					555.64	555.64
<b>Bilsborough, Chad</b>						
Check	09/15/22	243	Bilsborough, Chad	46.50 Hrs O.T. @ 1.5x	3,411.47	3,411.47
Check	09/15/22	243	Bilsborough, Chad	07.50 Hrs. O.T. @ 2.0x	733.65	4,145.12
Check	09/29/22	255	Bilsborough, Chad	24.50 Hrs O.T. @ 1.5x	1,797.44	5,942.56
Total Bilsborough, Chad					5,942.56	5,942.56
<b>Cottrell, Rulon</b>						
Check	09/15/22	245	Cottrell, Rulon	16.50 Hrs. O.T. @ 1.5x	1,703.30	1,703.30
Check	09/15/22	245	Cottrell, Rulon	09.00 Hrs. O.T. @ 2.0x	1,238.76	2,942.06
Check	09/29/22	257	Cottrell, Rulon	64.50 Hrs. O.T. @ 1.5x	6,658.34	9,600.40
Total Cottrell, Rulon					9,600.40	9,600.40
<b>Dohrmann, Robin</b>						
Check	09/15/22	246	Dohrmann, Robin	12.00 Hrs. O.T. @ 1.5x	1,123.56	1,123.56
Check	09/29/22	258	Dohrmann, Robin	12.00 Hrs. O.T. @ 1.5x	1,498.08	2,621.64
Total Dohrmann, Robin					2,621.64	2,621.64
<b>La Torre, Daniel P.</b>						
Check	09/15/22	247	La Torre, Daniel P.	04.00 Hrs. O.T. @ 1.5x	374.52	374.52
Check	09/15/22	247	La Torre, Daniel P.	03.00 Hrs. O.T. @ 2.0x	374.52	749.04
Total La Torre, Daniel P.					749.04	749.04
<b>Rosser, John</b>						
Check	09/29/22	261	Rosser, John	04.00 Hrs. @ 1.5x	339.72	339.72
Check	09/29/22	261	Rosser, John	01.00 Hrs. @ 2.0x	113.24	452.96
Total Rosser, John					452.96	452.96
<b>Triola, Joseph</b>						
Check	09/15/22	252	Triola, Joseph	02.00 Hrs. O.T. @ 1.5x	169.86	169.86
Check	09/29/22	264	Triola, Joseph	02.00 Hrs. O.T. @ 1.5x	169.86	339.72
Total Triola, Joseph					339.72	339.72
<b>TOTAL</b>					<b>20,261.96</b>	<b>20,261.96</b>

**SANITARY DISTRICT NO. 5 OF MARIN COUNTY**  
**REVISED PERSONNEL POLICIES AND PROCEDURES**

**RESOLUTION NO. 2012-14**

**Adopted: December 7, 2012**

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**SANITARY DISTRICT NO. 5 OF MARIN COUNTY**  
**REVISED PERSONNEL POLICIES AND PROCEDURES**

**PURPOSE**

The objectives of these Personnel Policies and Procedures are to facilitate efficient and economical services to the public and to provide a fair and equitable system of personnel management in the Sanitary District No. 5 of Marin County (“District”).

If a provision of these rules conflicts with any provision of an applicable memorandum of understanding between the District and a recognized employee organization, to the extent of such conflict, the provision of the memorandum of understanding shall be deemed controlling unless the provision of these rules has been negotiated more recently.

The policies and procedures contained in these Personnel Policies and Procedures do not create any contract of employment, express or implied, or any rights in the nature of a contract.

Interns, temporary and at-will employees do not have the right to benefits provided to regular employees under these policies, except to the extent such benefits are provided by law or written contract.

## **ARTICLE I. GENERAL PERSONNEL PROVISIONS**

### **Article 1.1: Equal Employment Opportunity Policy**

The District prohibits discrimination against employees or applicants for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, citizenship status, age, marital status, physical or mental disability, medical condition, genetic information, or any other basis protected by law. The District will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Employees who believe they have experienced any form of employment discrimination or harassment are encouraged to report this immediately, using the Complaint Procedure provided in Article XI of this Employee Handbook.

### **Article 1.2: Amendment and Revision of Policies And Procedures**

The District's Board of Directors may amend and revise the policies and procedures contained in these Personnel Policies and Procedures. Notice of any proposed amendment or revision shall be publicly posted and any recognized employee organization shall be given reasonable written notice and an opportunity to address the Board of Directors prior to such action. Amendments and revisions shall become effective upon District Board adoption following such hearing. This section is not intended to supersede the meet and confer requirements of California Government Code Section 3500 *et. seq.* (Meyers-Milias-Brown Act).

### **Article 1.3: Violation of Rules and Regulations**

Violation of the policies and procedures contained in these Personnel Policies and Procedures may be grounds for disciplinary action for employees with vested rights to their employment. All other employees serve at the pleasure of the District and may be terminated without cause. Nevertheless, all employees must abide by the rules and standards set out in these Personnel Policies and Procedures.

## **ARTICLE II. MANAGEMENT RIGHTS**

The District shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the District's activities are conducted, managed, and administered. Management rights include, but are not limited to, the following:

1. The exclusive right and authority to hire, fire and lay off personnel.
2. The exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the District.
3. The exclusive right and authority to effect reorganizations and reallocation of the work of the District.
4. The exclusive right and authority to determine assignments, and to establish methods and processes by which assignments are performed.

5. The exclusive right and authority to transfer employees in a manner most advantageous to the District.
6. The exclusive right and authority to contract for matters relating to District operations.

The inherent and express rights of the District, including those specifically referred to herein, are not subject to meet and confer requirements.

## **ARTICLE III. EMPLOYMENT STATUS**

### **Article 3.1: Regular Status**

#### **3.1.A. Regular Full-Time Employees**

An employee who successfully completes the probationary period and who regularly works forty (40) hours per week, or the maximum number of hours scheduled for a department or division.

#### **3.1.B. Regular Part-Time Employees**

An employee who regularly works between twenty (20) and forty (40) hours per week, and who successfully completes the probationary period. Employees working less than twenty (20) hours per week do not acquire regular status and are not entitled to benefits. Such employees serve at the pleasure of the appointing authority.

### **Article 3.2: Probationary Status**

#### **3.2.A. Nature of Probationary Employment**

The probationary period is part of the selection process, a time during which the District determines whether work performance and work-related behavior meet the required standards of the position.

#### **3.2.B. Length of Probation**

Unless otherwise specified in an applicable memorandum of understanding, the probationary period is twelve (12) months of actual and continuous service. The probationary period is automatically extended by the length of any authorized leave(s) of absence of one work week or more.

#### **3.2.C. Separation Without Cause**

At any time during the probationary period, the employment relationship may be terminated without cause and without right of appeal, grievance or hearing. The probationary employee will be notified prior to the expiration of the probationary period that he or she has been released from probation and will not be offered employment as a regular employee.

### **3.2.D. Probation After Promotion**

On accepting a promotion, an employee serves a new probationary period of six months of actual and continuous service. Periods of time on paid or unpaid leave of one work week or more shall automatically extend the promotional probationary period by the number of days the employee is on leave. An employee does not acquire regular status in the promotional position unless and until the successful completion of this probationary period. An employee may be released from the promotional probationary period at any time during that period. If the employee is released from promotional probation or fails to satisfactorily complete the probationary period in the promotional position, the employee will be entitled to return to the position held prior to promotion at the range and step previously held, unless he or she is subject to termination or demotion for disciplinary reasons. The employee is not entitled to notice or a hearing regarding the release from promotional probation or the failure to satisfactorily complete the probationary period in the promotional position.

### **Article 3.3: Temporary Status**

An employee who is assigned to work on a particular project or on a job of limited or definite duration is a temporary employee. A temporary employee: (1) does not hold regular employment status, (2) does not serve a probationary period, (3) can be dismissed from District employment at any time without cause, right to appeal, grievance or hearing, and (4) is not entitled to earn, accrue, or participate in any District employee benefit plans, or paid or unpaid leaves, except as required by law.

### **Article 3.4: District Interns**

District interns are at-will, temporary employees. Their employment may be terminated at any time, with or without cause or notice, and at the will of the District Manager in his or her sole discretion.

## **ARTICLE IV. LEAVES**

### **Article 4.1: Sick Leave**

Please see the Memorandum of Understanding between the District and the Employees of the Sanitary District No. 5 of Marin County.

### **Article 4.2: Industrial Injury or Illness**

#### **4.2.A. Eligibility**

4.2.A.1. Industrial injury leave is available to employees whose injury or illness arises out of the course and scope of their employment.

4.2.A.2. Industrial injuries shall be reported immediately to the District Manager. Employees must report both personal injuries sustained, and injuries suffered by other incapacitated employees.

4.2.A.3. In the event of an incident investigation, employees are required to cooperate with the investigation.

#### **4.2.B. Benefits**

- 4.2.B.1. If it is medically determined that the employee's industrial injury or illness has caused temporary disability, he or she will receive temporary disability payments in accordance with the California Workers' Compensation Act.
- 4.2.B.2. Temporary disability payments only amount to a portion of an employee's earnings or wages, up to a statutory maximum amount. The employee may elect to use accrued annual leave and other authorized leave to supplement the temporary disability payments.
- 4.2.B.3. Under no circumstances may an employee receive more than 100% of his wages or earnings, excluding any overtime due for the pay period at which the disability commenced.

#### **4.2.C. Return to Work**

Whenever an employee has been given a permanent and stationary rating by the Division of Workers Compensation of the State of California, the determination of whether the employee is able to return to his or her job must be based on the same medical information that the employee used in order to obtain the award.

#### **Article 4.3. Group Disability Insurance**

The District provides employees with a group disability insurance plan with a 90-day benefit waiting period. Subject to the terms and conditions of the disability insurance policy, disability insurance provides a percentage of an employee's salary to eligible District employees who suffer a loss of wages when they are unable to work due to a nonwork-related illness or injury.

The District provides information regarding the disability insurance plan, including, but not limited to eligibility, schedule of benefits and claims procedures to new hires and to any employee who notifies the District that the employee needs to take time off from work due to a non-industrial illness, injury or medical condition. An outline of the group disability insurance plan coverage and a copy of the policy and certificate are also available to an employee at the employee's request to the District.

#### **Article 4.4: Pregnancy Disability Leave**

##### **4.4.A. Eligibility**

Employees who are disabled by pregnancy, childbirth or related medical conditions, are entitled to take an unpaid pregnancy disability leave of up to four months, depending on the period(s) of actual disability.

##### **4.4.B. Notice and Certification Requirements**

- 4.4.B.1. The employee should give the District at least thirty (30) days advanced notice where it is foreseeable the employee will need to take disability leave. If such notice is not possible, such as during an emergency or if unforeseen complications arise, the employee is required to give notice as soon as practicable.

- 4.4.B.2. Requests for pregnancy disability leave must be submitted in writing and supported by a written certification from the attending physician stating that the employee is disabled from working by pregnancy, childbirth or a related medical condition. The certification must state the expected duration of the disability and the expected date of return to work.

#### **4.4.C. Compensation During Leave**

Pregnancy disability leave is without pay but an employee may be eligible for Paid Family Leave, as discussed in Section 4, above. The employee may also use accrued sick leave, vacation leave, and any other accrued paid time off during the leave.

#### **4.4.D. Benefits During Leave**

- 4.4.D.1. An employee on pregnancy disability leave may receive any group health insurance coverage that was provided before the leave on the same terms as provided to other employees who become disabled off-duty.
- 4.4.D.2. The District may recover from the employee the premium that the District paid if the employee fails to return from leave and the employee's failure to return is for a reason other than the continuation, recurrence, or onset of her pregnancy disability or other circumstances beyond the employee's control.
- 4.4.D.3. An employee on pregnancy disability leave who is not eligible to receive group health insurance coverage as described above, may receive health insurance coverage in conjunction with COBRA guidelines by making monthly premium payments to the District.
- 4.4.D.4. Sick leave and vacation leave do not accrue while an employee is on pregnancy disability leave.

#### **4.4.E. Reinstatement**

- 4.4.E.1. Upon the expiration of pregnancy leave and the District's receipt of a written statement from the health care provider that the employee is fit to return to duty, the employee will be reinstated to her original or an equivalent position, so long as it was not eliminated for a legitimate business reason during the leave.
- 4.4.E.2. If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, promotional opportunities, and geographic location as the employee's original position, if such a position exists.
- 4.4.E.3. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.
- 4.4.E.4. An employee who fails to return to work after the termination of her leave loses her reinstatement rights.

## **Article 4.5: Long-Term Medical Leave**

### **4.5.A. Policy**

The District may grant employees a leave of absence due to a medical condition or disability that prevents them from performing or safely performing the essential functions of their positions. The leave of absence under this article is granted only for the duration of the disability, generally not to exceed a period of four months. The term medical condition as used herein encompasses all temporary medical disabilities.

### **4.5.B. Procedure**

- 4.5.B.1. An employee who requires a leave of absence for medical reasons must inform the District Manager in writing of the need for such a leave as soon as it is reasonably known he or she has or will become temporarily disabled and unable to work due to the medical condition. The employee shall submit a leave request and a medical statement signed by a licensed physician covering the diagnosis, prognosis and expected date of return.
- 4.5.B.2. An employee granted a non-occupational disability leave of absence shall use available accrued sick leave, compensatory and vacation time during the period of her/his disability.
- 4.5.B.3. An employee may continue life, health, dental and vision coverages while on leave of absence without pay by paying the full cost of such coverages.
- 4.5.B.4. An employee returning from a non-occupational disability leave must provide a physician's statement indicating he/she is fit to return to work.
- 4.5.B.5. If additional leave is desired, the employee may request the additional leave in accordance with the extended leave provision of these Personnel Policies and Procedures. (See Section 13 of this Article.)
- 4.5.B.6. An employee who returns to work at the end of his/her leave of absence will be returned to his/her former position or to a similar position for which he/she is qualified, unless this is precluded by a business necessity.
- 4.5.B.7. An employee who fails to report to work at the end of the approved leave without notifying the District in advance will be deemed to have voluntarily resigned.

## **Article 4.6: Military Leave**

Military leave shall be granted in accordance with the provisions of California's military leave laws, found at Military & Veterans Code Section 389 *et seq.* and the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), found at 38 U.S.C. Section 4301 *et seq.*

An employee requesting military leave shall provide the District Manager, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission.

**Article 4.7: Bereavement Leave**

An employee is eligible to take paid bereavement leave in the event of the death of a member of his or her immediate family. An employee's immediate family shall consist of the employee's: spouse; domestic partner; children; step-children; the mother, father, brother, sister, grandchildren or grandparents of the employee, spouse, or domestic partner; other members of the employee's family residing in the employee's home; or other members of the employee's family primarily dependent upon the employee. Employees are entitled to a paid leave of absence not to exceed 5 days per death. The District may require documentation of the need for bereavement leave. Such bereavement leave shall be charged to an employee's sick leave or vacation leave, or may be taken as unpaid leave at the employee's election. The leave will be unpaid if the employee has no accrued sick leave or vacation leave.

**Article 4.8: School-Related Leave**

**4.8.A. Policy**

A District employee who is a parent, guardian, or grandparent having custody of a child in kindergarten or grades one through twelve, including a licensed child care facility, may take off up to forty hours a year, but may not exceed more than eight hours in one calendar month, to participate in the child's school activities. School activities include, but are not limited to, field trips, open houses, and extracurricular activities.

A District employee who is the permanent guardian of a child in kindergarten through twelfth grade is also entitled to leave to attend a school meeting after the employee's child has been suspended.

**4.8.B. Prior Notice Required**

Eligible employees desiring to take school visit leave must provide written notice to the District Manager or designee reasonably in advance of the leave. Failure to provide written notice in a reasonable time prior to the leave may result in denial of the leave request.

**4.8.C. Concurrent Leaves**

An employee must use vacation, personal leave or compensatory time concurrently with school visit leave. If the employee has no such accumulated leave time, he or she may use unpaid leave.

**4.8.D. Documentation of Participation**

The District may require the employee taking school visit leave to provide written documentation from the school or licensed daycare facility evidencing the employee's participation.



## **Article 4.9: Jury Duty And Court Appearance Leave**

### **4.9.A. Service as a Juror**

An employee who is summoned to serve on a jury must notify the District Manager as soon as possible after receiving notice of both possible and actual jury service in order to receive time off for the period of actual service required.

During jury duty an employee will be paid the difference between his or her regular salary and the amount of court pay received, except travel pay. The time spent on jury duty is not work time for purposes of calculating overtime compensation.

### **4.9.B. Subpoena**

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which he or she perceived or investigated in the course of his or her District job duties will do so without loss of compensation. The time spent will be considered work time.

### **4.9.C. Exception for Employee-Initiated or Non-District Related Lawsuits**

An employee subpoenaed to appear in court in a matter unrelated to his or her District job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent in court or depositions related to those proceedings. An employee may take time off without pay, or may use vacation or other accrued leave time for time spent in court or depositions related to those proceedings. The time spent in these proceedings is not considered work time.

### **4.9.D. Court Call-In and other Scheduling Procedures**

Where courts have call-in procedures to determine days and hours of service, employees must take advantage of these procedures. If an employee is told by the Court not to report, is dismissed, or is told to call in the next day, the employee must come to work and, if necessary, make the call regarding the next day's service from the District, unless the employee receives prior approval from the District not to return to work for the day.

## **Article 4.10: Time Off For Victims Of Violent Crimes Or Domestic Abuse**

An employee who has been a victim of a violent crime or domestic violence may take time off to: (1) appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding; (2) seek medical or psychological assistance; or (3) participate in safety planning to protect against further assaults.

An affected employee must give the District reasonable notice that he or she is required to be absent for a purpose stated above. In cases of unscheduled or emergency court appearances or other emergency circumstances, the affected employee must, within a reasonable time after the appearance, provide the District with written proof that the absence was required for any of the above reasons. Leave under this section is unpaid unless the employee uses vacation or accrued time off.

#### **Article 4.11: Voting Leave**

If a non-exempt employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take up to two hours off without loss of pay at the beginning or end of the day. Prior approval by the District Manager at least forty-eight (48) hours before the leave for this time off is required.

#### **Article 4.12: Extended Leave Without Pay**

- 4.12.A. An extended leave of absence without pay may be granted by the District Manager to an employee who has completed at least one year of continuous employment prior to the effective date of the leave. An employee is not entitled to an extended leave of absence as a matter of right.
- 4.12.B. Request for leave of absence without pay shall state specifically the reason for the request, the date when the employee desires to begin the leave, and the probable date of return.
- 4.12.C. A leave of absence without pay may be granted for periods of ninety (90) days, not to exceed a total of one year.
- 4.12.D. Failure of the employee to return to his or her employment upon the termination of any authorized leave of absence will, except under extraordinary circumstances, constitute the employee's separation from District employment.
- 4.12.E. Leave of absence without pay is not a break in service or employment, and rights accrued at the time the leave is granted are retained by the employee; however, vacation credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits shall not accrue to a person granted such leave during the period of absence. Nor is the District required to maintain contributions toward group insurance or retirement coverage. During the period of such leaves, all service and leave credits shall be retained at the levels existing as of the effective date of the leave. The employee shall be reinstated to his or her former position or to a comparable one if the former position is abolished during the period of leave.

#### **Article 4.13: Administrative Leave**

The District has the right to place an employee on administrative leave at any time with full pay and benefits. An employee may be placed on administrative leave with pay pending investigation of misconduct, potential disciplinary action, or other reasons that the District Manager, in his/her discretion, believes warrant such leave. An employee placed on paid administrative leave for five work days or more shall be given an opportunity to respond to the District Manager to rebut the necessity of the leave.

## **ARTICLE V. REASONABLE ACCOMMODATION POLICY**

### **Article 5.1: Policy**

The District engages in the interactive process and provides reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act and the Americans with Disabilities Act.

### **Article 5.2: Procedure**

#### **5.2.A. Request for Accommodation**

An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the District Manager. The request must identify: (a) the job-related limitations at issue; and (b) the desired accommodation(s). The District does not seek information regarding the diagnosis or medical cause; rather, the District seeks only information regarding the resulting limitations that interfere with the employee's ability to perform the essential functions of the position, and accommodations that may allow the employee to perform those essential functions.

#### **5.2.B. Reasonable Documentation of Disability**

Following receipt of the request, the District Manager may require additional information, such as medical documentation verifying that the employee has a disabling condition and the extent of any functional limitations.

#### **5.2.C. Fitness for Duty Examination**

The District may require an employee to undergo a fitness for duty examination with a physician selected by the District, at the District's expense, to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation.

#### **5.2.D. Interactive Process**

After receipt of reasonable documentation of disability and/or a fitness for duty report, the District will initiate an ongoing interactive process with the employee and his or her representative, if any. The purpose of the interactive process is to allow the District and the employee to engage in an informal discussion or discussions designed to identify any feasible potential reasonable accommodations.

#### **5.2.E Case-by-Case Determination**

Following discussions with the employee, the District will determine whether reasonable accommodation(s) can be made and, if so, the specific accommodation(s). The District will not provide accommodation(s) that would pose an undue hardship upon District finances or operations, or that would endanger the health or safety of the employee or others. The District will inform the employee of its decision as to reasonable accommodation(s) in writing.

## **ARTICLE VI. RESIGNATION AND JOB ABANDONMENT**

### **Article 6.1: Resignation**

An employee who wishes to resign his/her District employment in good standing must submit the resignation to his/her supervisor two weeks prior to the planned separation date. A resignation becomes final when accepted by the appointing authority. Once a resignation has been accepted by the District Manager, it cannot be rescinded by the employee.

### **Article 6.2: Job Abandonment**

An employee is deemed to have resigned if the employee is absent for five consecutive work days without prior authorization and without notification during the period of the absence. Regular employees will be given an opportunity to explain the absence and failure of notification before final action is taken.

An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification.

## **ARTICLE VII. PERSONNEL FILES**

### **Article 7.1: General**

The District maintains a personnel file for each employee. Personnel files are the property of the District, and access to the information they contain is restricted. An employee may review his or her own personnel file as provided in Section 7.5.A, below.

### **Article 7.2: Updating Personal Information**

Each employee is responsible to promptly notify the District of any changes in relevant personal information, including: (a) mailing address; (2) telephone number; (3) persons to contact in emergency; and (4) number and names of dependents.

### **Article 7.3: Medical Information**

#### **7.3.A. Confidential Medical Files**

All medical information about an employee or applicant is kept in a separate file and is treated as confidential, in accordance with applicable state or federal law.

#### **7.3.B. Information in Medical Files**

The District will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the District to obtain certain medical information, the employee or applicant may need to sign an Authorization For Release Of Employee Medical Information form provided by the District.

7.3.C. Access to Medical Information

Access to employee or applicant medical information shall be strictly limited to those with a legitimate need to have such information, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

The District will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an Authorization For Release Of Employee Medical Information form provided by the District. The District will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the District will communicate those limitations to the person or entity to which it discloses the medical information.

**Article 7.4: Release of Information in Personnel Files**

7.4.A. Public Information

Upon request, the District will release to the public information about its employees to the extent required by law. The District will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.

7.4.B. Reference Checks

All requests from outside the District for reference checks or verification of employment concerning any current or former employee must be referred to the District Manager. Information will be released only if the employee signs an Authorization For Release Of Employment Information form provided by the District, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Managers and other employees should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the District Manager on a case-by-case basis

7.4.C. Medical Information

Medical information will be released only in accordance with subsection 7.3.C above.

## **Article 7.5: Employee Access to Personnel File**

### **7.5.A. Inspection of File**

An employee may inspect his or her own personnel file, at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the District Manager to arrange an appointment. The review must be done in the presence of the District Manager or designee.

### **7.5.B. Copies**

On request, an employee is entitled to receive a copy of any employment related document he or she has signed. An employee who wishes to receive such a copy should contact the District Manager.

### **7.5.C. Inspection by Representative**

In the event the employee wishes to have another person/representative inspect his or her personnel file, the employee must provide the person/representative with written authorization. The District Manager will notify the employee of the date, time and place of the inspection in writing. It is the employee's responsibility to notify the person to whom the employee has given written authorization of the date, time and place of the inspection. The review must be done in the presence of the District Manager or designee. Under no circumstances may an employee and/or the employee's designee add or remove any document or other item from the employee's personnel file during the inspection.

## **ARTICLE VIII. USE OF DISTRICT PROPERTY**

### **Article 8.1: Policy**

District property is to be used only for conducting District business unless otherwise authorized. District property includes, but is not limited to: telephones, cell phones, desks, computers (including hardware and software), file cabinets, lockers, communications stored or transmitted on District property (such as e- and voice-mails), vehicles and any other District property used by District employees in their work.

### **Article 8.2. No Expectation of Privacy**

Employees do not have a reasonable expectation of privacy in District property or equipment. District property may be monitored and searched at any time and for any reason.

### **Article 8.3. District Rules**

Every District employee is required to adhere to all District rules and policies while on District property or in District vehicles, as well as while using District equipment.

## **ARTICLE IX. WORKPLACE SECURITY**

### **Article 9.1: Policy**

The District is committed to providing a safe and secure workplace for employees and the public. The District will not tolerate acts or threats of violence in the workplace. The workplace includes any location where District business is conducted, including vehicles and parking lots. Any violation of this policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

### **Article 9.2: Prohibited Behavior**

Employees are prohibited from engaging in or promoting acts of intimidation, violence, threats, coercion, assault and/or abusive behavior toward any person while in the course of District employment. The District has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

Employees engaged in District business, wearing District uniforms, or on District property are prohibited from carrying weapons.

## **ARTICLE X. HARASSMENT POLICY**

### **Article 10.1: Purpose**

It is the District's intent and the purpose of this Policy to provide all employees, applicants, and contractors with an environment that is free from any form of discriminatory harassment, discrimination or retaliation as defined in this Policy.

It is also the policy of the District to provide a procedure for investigating alleged harassment, discrimination and retaliation in violation of this Policy. The protection from discrimination includes protection from retaliation for having taken action either as a complainant, or for assisting a complainant in taking action, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this policy.

### **Article 10.2: Policy**

The District has zero tolerance for any conduct that violates this Policy. Conduct need not rise to the level of a violation of law in order to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, do not engage in the conduct, and seek guidance from the District Manager.

## **Article 10.3: Definitions**

### 10.3.A. Protected Classifications:

This Policy prohibits harassment or discrimination because of an individual's protected classification(s). "Protected Classification" includes race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition, genetic information, and physical or mental disability (whether perceived or actual).

### 10.3.B. Policy Coverage:

This Policy prohibits elected officials, officers, employees and contractors from harassing or discriminating against applicants, officers, officials, employees and contractors because: (1) of an individual's protected classification, (2) of the perception of an individual's protected classification, or (3) the individual associates with a person who has or is perceived to have a protected classification.

### 10.3.C. Discrimination:

This Policy prohibits treating individuals differently because of the individual's protected classification as defined by this Policy.

### 10.3.D. Harassment:

Harassment means unsolicited words or conduct which subjectively and objectively offend another person. Harassment includes, but is not limited to, the following examples of behavior undertaken because of an individual's protected classification:

1. Verbal harassment, such as epithets (nicknames and slang terms), derogatory or suggestive comments, propositioning, jokes or slurs, or graphic verbal commentaries about an individual's body on the basis of his or her protected classification. Verbal harassment includes comments on appearance and stories that tend to disparage those of a protected classification.
2. Visual forms of harassment, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails on the basis of a protected classification. Visual harassment includes mimicking the way someone walks or talks because of their protected classification.
3. Physical harassment, such as assault, touching, impeding or blocking movement, grabbing, patting, leering, making express or implied job-related threats in return for submission to physical acts, taunting, or any physical interference with normal work or movement based on an individual's protected classification.



4. Sexual harassment, such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature or any of the above described conduct when:
  - a. Submission to such conduct is either an expressed or implied term or condition of an individual's employment, or
  - b. Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual, or
  - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile, intimidating or offensive work environment.
  - d. By definition, sexual harassment is not within the course and scope of an individual's employment with the District.

#### **Article 10.4: Relationships Between Supervisors And Subordinates**

Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing.

#### **Article 10.5: Retaliation**

Retaliation against a person (or his or her associates) who opposes, reports or provides information about harassment or discrimination is strictly prohibited. Any act of retaliation violates this Policy and will result in appropriate disciplinary action.

Examples of actions that might be retaliation against a complainant, witness or other participants in the complaint process include: (1) singling a person out for harsher treatment; (2) lowering a performance evaluation; (3) failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or (4) real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Any act of retaliation will be treated as a separate and distinct incident, regardless of the outcome of the harassment or discrimination complaint.

## **ARTICLE XI. HARASSMENT COMPLAINT PROCEDURE**

### **Article 11.1: Reporting Options**

An applicant, employee, officer or contractor who feels he or she has been harassed, discriminated against or retaliated against in violation of this Policy should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly.

#### 11.1.A Objecting to Conduct

Sometimes an individual is unaware that his/her conduct is offensive. The offensive behavior may be eliminated by simply informing the offender that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately. A person who believes he/she is being harassed is encouraged to use this process. When the conduct in question continues after the offending person has been informed it is offensive, or if the employee does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with subsection B below or go directly to the formal reporting process.

#### 11.1.B. Oral Report

If a person who believes that this Policy has been violated does not want to confront the offending person, he/she should report the conduct to any supervisor or the District Manager. Any supervisory or management employee who receives such a report must in turn direct it to the District Manager. The District Manager will determine what level of investigation and response is necessary.

#### 11.1.C. Written Complaint

An individual who believes this Policy has been violated may provide a written complaint to a supervisor, department head or any management employee, who in turn must direct the complaint to the District Manager.

#### 11.1.D. Option to Report to Outside Administrative Agencies

Applicants, employees, officers and contractors have 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).

#### 11.1.E. Representation

Any employee charged with harassment may be represented by a person of their choosing and at their own expense.

## **Article 11.2: Investigation**

Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the District Manager will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The District Manager may hire an outside investigator if the District deems it appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the District.

The investigator will review the complaint allegations. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator will remind all witnesses to maintain the confidentiality of the interview and that retaliation against those who report alleged harassment or discrimination or who participate in the investigation is prohibited. The District takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination or retaliation may be occurring, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

## **Article 11.3: Remedial and Disciplinary Action**

If the investigation determines that the alleged conduct occurred and that the conduct violated this Policy, the District will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to end the violation(s). Any employee or officer determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any supervisor or manager who condones or ignores potential violations of this Policy, or who otherwise fails to take appropriate action to enforce this Policy. Any official or contractor found to have violated this Policy will be subject to appropriate sanctions.

## **Article 11.4: Closure**

At the conclusion of the investigation, the District Manager will notify the complainant in general terms of the outcome of the investigation.

## **Article 11.5: Confidentiality**

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate potential Policy violations and take effective remedial action. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the District Manager.

Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. 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 a court order.

## **ARTICLE XII. DRUG AND ALCOHOL POLICY**

### **Article 12.1: Policy**

The District is committed to maintaining a workplace free from the influence of alcohol and drugs. The possession, distribution, dispensation or use of alcohol or any controlled substance is prohibited in both District workplaces and wherever District business is performed. Employees are not permitted to work while under the influence of medications or prescribed drugs that interfere with their ability to safely and effectively perform assigned duties.

This policy applies to all District employees when they are on District property or when performing District-related business elsewhere. Violations of this policy will lead to disciplinary action, up to and including termination.

### **Article 12.2: Searches**

In order to promote a safe, productive and efficient workplace, the District has the right to search and inspect all District property, including but not limited to lockers, storage areas, furniture, District vehicles, and other places under the common control of the District, or joint control of the District, and employees. No employee has any expectation of privacy in any District building, property, or communications system.

### **Article 12.3: Drug And Alcohol Testing**

Except as provided otherwise in a memorandum of understanding, the District has discretion to test a current employee for alcohol or drugs in the following instances:

#### 12.3.A. Reasonable Suspicion Testing

The District may require a blood test, urinalysis, or other drug and/or alcohol screening of those persons reasonably suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the District Manager, the department director, or a designee.

“Reasonable suspicion” is based on objective factors, such as behavior, speech, body odor, appearance, or other evidence of recent drug or alcohol use which would lead a reasonable person to believe that the employee is under the influence of drugs or alcohol. In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion and discuss the matter with the District Manager. If there is a reasonable suspicion of drug or alcohol abuse, the employee will be relieved from duty and placed on sick leave until the test results are received.

#### 12.3.B. Post-Accident Testing

The District may require alcohol or drug screening following any work-related accident or any violation of safety precautions or standards, whether or not an injury resulted from the accident or violation, provided that the “reasonable suspicion” factors described above are present.

## **ARTICLE XIII. DRIVING DISTRICT VEHICLES**

### **Article 13.1: Policy**

Each District employee who drives a District vehicle must have in his/her possession a current and valid operator's license. Under no circumstances will a District employee be permitted to operate a District vehicle without a current or appropriate class driver license. Any employee driving a District vehicle without a valid operator's license may be subject to disciplinary action, up to and including termination.

District vehicles are to be used solely for District-related business, without exception. District vehicles may not be operated for personal use.

### **Article 13.2: Reporting Mandates**

#### 13.2.A Changes In Driver License Status

Employees are required to report any change in the status of their driver's licenses (*i.e.*, a suspension, the expiration date has passed, etc.). An employee who fails to inform his/her supervisor of a change in the status of that employee's driver's license that impacts his/her ability to legally drive a District vehicle will be subject to disciplinary action.

#### 13.2.B. Accidents Involving District Vehicles

Employees involved in vehicular accidents involving District vehicles are required to immediately report to the District all accidents, incidents or claims involving property damage, vehicle accidents, or bodily injury.

If there are injuries to any driver, occupant of either vehicle or pedestrian, the employee should call 911 to report the accident and obtain emergency services, and then call the District Manager.

District vehicles involved in an accident are not to be moved, unless the location of the vehicle is creating a safety risk, until the reporting police officer has taken photographs and has made a report.

All employees are expected to cooperate with the officers investigating accidents involving District vehicles on District business and answer all questions asked in order to render a complete report.

### **Article 13.3: Employer Pull Notice Program**

#### 13.3.A. Employer Pull Notice Program

The District has a compelling interest in being made aware of changes in the driving records of its employees whose duties include driving District vehicles. Such employees are enrolled in the Department of Motor Vehicles' Employer Pull Notice (EPN) program.

### 13.3.B. Reports

When an enrolled employee's driver license record is updated to record an action/activity, and the action/activity is one that requires immediate reporting under the EPN program, a driver record is generated and mailed to the District. These actions/activities include, but are not limited to:

1. Convictions
2. Failures to Appear
3. Accidents
4. Driver License Suspensions or Revocations

In addition, the DMV's EPN program will automatically generate a driver record upon enrollment of a driver in the program or annually from the date of enrollment or 12 months from the last action/activity.

If a driving record indicates that a disqualifying action has taken place, (e.g., a suspension, license revocation), or reveals any act that makes an employee uninsurable, the District cannot allow the individual to drive, and the employee is subject to dismissal.

### 13.3.C. Documentation

1. Employees enrolled in the EPN program must execute a waiver form (DMV Form INF 110167) that will be maintained at the employee's worksite.
2. The District maintains EPN reports in separate files at the District office. DMV information may only be used for the purpose for which it was approved by the DMV and may not be combined with any other information. The District must present EPN reports to an authorized representative of the California Highway Patrol upon request.
3. The District will take appropriate measures to prevent the unauthorized disclosure of or access to information obtained from the DMV Pull Notice Program.
4. The District will notify the DMV when an employee driver enrolled in the EPN program is terminated and the District shall destroy DMV information when it is no longer needed for the reason for which the employee was enrolled.

#### **Article 13.4: Driver Responsibilities**

District employees shall follow all applicable traffic laws while operating District vehicles, including but not limited to complying with speed limits and seat belt usage by the driver and any passengers. Any moving violations in the use of that vehicle within the course and scope of employment (e.g., speeding, running a stop sign, etc.) will reflect negatively on the District and on the employee's ability to conduct his/her job duties. As a result, disciplinary action may be taken against an employee for motor vehicle violations that occur within the course and scope of employment.

### **ARTICLE XIV. MOBILE PHONE AND COMMUNICATIONS DEVICE POLICY**

#### **Article 14.1: Scope of Policy**

This policy and procedure applies to the use of personal and District mobile and remote technology communication devices by employees within the course and scope of employment. Violation of this policy may result in disciplinary action.

#### **Article 14.2: District Mobile Phones and Communication Devices**

District mobile phones and communication devices are provided as a tool to conduct District-related business. District mobile phones and communication devices are issued on an as-needed basis with the approval of the District Manager. All District employees shall use such devices in a responsible, appropriate, and safe manner. All employees assigned communications equipment shall assume the responsibility to use the equipment in accordance with the provisions of this policy.

- 14.2.A Employees are prohibited from installing any third party equipment on District mobile phones or communication devices approved by the District Manager in writing.
- 14.2.B. Employees have no expectation of privacy as to data residing in District mobile phones and communication devices and /or voice mail. The District may inspect that data at any time and without notice.
- 14.2.C. Employees shall protect District communications devices from loss or damage.
- 14.2.D. An employee assigned a District phone is responsible for its good care and will be required to reimburse the District's cost for any damage to, or loss of, mobile phones or communication devices due to negligence. If a mobile phone or communication device is damaged, fails to work properly, or is stolen or lost, the employee shall immediately notify the District Manager.

- 14.2.E. District mobile phones or communication devices should only be used by District employees in the performance of their official duties. Personal use of District phones or communication devices is strictly prohibited and will result in disciplinary action and reimbursement of charges for personal use.

**Article 14.3: Personal Mobile Phone and Communication Devices**

- 14.3.A. Employees should limit personal phone usage during working hours to breaks or lunch periods.
- 14.3.B. Usage outside of the break and lunch periods should be minimal and must follow the guidelines in this Policy.
- 14.3.C. Personal phones must be in silent or vibrating mode during work hours and must not be disruptive to co-workers.
- 14.3.D. Employees are prohibited from using the camera function on personal phones for non-District related business in the workplace.

**Article 14.4: Use Of Mobile Phones While Operating A Vehicle**

In the interest of the safety of our employees and the public, District employees are prohibited from using mobile phones while driving within the course and scope of employment for District. District employees may not send or receive text messages, emails or other forms of written communications on cell phones, PDAs or other communication devices electronic devices while operating a vehicle on District time.

**ARTICLE XV. INTERNET TECHNOLOGY AND ELECTRONIC RESOURCES POLICY**

**Article 15.1: Scope of Policy**

The District uses various forms of electronic technology including, but not limited to computer systems and software, including e-mail and the Internet. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the District and are to be used only for District business and not for any personal use. Employees may not install personal software on District computer systems.

**Article 15.2: Limitation to District-Related Business**

Access to the Internet, websites, and other types of District-paid computer access is limited to District-related business only. Any information about the District, its services, or other types of information that will appear in the electronic media about the District must be approved by the District Manager before the information is placed on an electronic information resource that is accessible to others.



### **Article 15.3: No Expectation of Privacy**

There is no expectation of personal privacy in any use of District computer systems and software, including e-mail and Internet usage. The District may, at any time, review the contents of all records, data and communication transmitted, received and stored by its electronic systems. Any indication of a violation of this policy is subject to management review. This review may include accessing and disclosing all electronic documents, information and messages including e-mail and Internet records.

All data and electronic messages, including information accessed via the Internet and sent or received through electronic mail (e-mail) systems, are the property of the District. All records, whether paper or electronic, may be subject to the disclosure requirements of the California Public Records Act and are not considered private. Notwithstanding the foregoing, e-mail should only be used for the transmission of information and should not be used for preserving information for future reference. Information to be retained may be stored electronically on the system/network and/or may be converted to a hard copy and archived in a District physical file cabinet.

### **Article 15.4: Misuse of Electronic Technology**

Employees who use devices on which information may be received and/or stored, including but not limited to computers, fax machines, and voice mail communication devices are required to use these methods in strict compliance with District policies.

Electronic technology may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against District policy, or not in the best interest of the District. Employees who misuse electronic technology and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including immediate termination.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by the District Manager. No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications, except as specifically authorized by the District Manager.

### **Article 15.5: Ownership of Electronic Information**

All electronic information created by any employee using any means of electronic technology is the property of the District and remains the property of the District. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the District's ownership of or access to the electronic information. The District may override all personal passwords for any reason. The District reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications to ensure that no misuse or violation of District policy or any law occurs.

## **ARTICLE XVI. SMOKING AND TOBACCO USE POLICY**

Smoking and any other use of tobacco products is prohibited in all District-owned facilities without exception. This includes all District work areas, whether enclosed or not enclosed. Smoking and any other use of tobacco products is prohibited within twenty-five (25) feet of any entrance, exit, or opening to any District facility, without exception. Smoking and any other use of tobacco products is prohibited in all District-owned vehicles, without exception.

The term “tobacco products” is defined to include: (a) any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, bidis, blunts, clove cigarettes, or any other preparation of tobacco; and (b) any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body by inhalation; but does not include any cessation product specifically approved by the U. S. Food and Drug Administration for use in treating nicotine or tobacco dependence.

## **ARTICLE XVII. PERFORMANCE EVALUATIONS**

### **Article 17.1: Written Evaluation**

Annually, evaluation of the work performance of employees will be recorded in a written performance evaluation, based on key performance criteria. The purpose of the written employee performance evaluation will be to achieve the following:

- 17.1.A. Serve as a record of the employee’s performance for the evaluation period, including achievement of goals and work objectives.
  
- 17.1.B. Serve as documentation of performance deficiencies for those employees whose performance needs improvement or is unsatisfactory.

If an employee’s performance needs improvement, a work plan for such improvement will be included with the written evaluation along with a time (usually 90 days) for a follow-up evaluation.

### **Article 17.2: Merit Increase**

Employees who receive a satisfactory (successful) performance evaluation may be considered by the District Manager for a merit increase on an annual basis. The District Manager has the sole authority, subject to ratification by the Board of Directors, to determine whether an employee shall receive a merit increase. This section is not subject to the grievance process.

### **Article 17.3: Timelines**

Regular employees will be evaluated on an annual basis.

#### **Article 17.4: Probationary Employee Assessment**

After 3 months and 6 months of service, the probationary employee's supervisor and/or the District Manager will review the employee's performance and discuss the District's and the employee's job goals. If the employee's performance is found to be satisfactory and the District decides to continue employment, the employee will be given written notice of an employment status change to regular employee after one full year of employment. Time spent off work on approved leaves of absence will not be included in the calculation of the probationary period. The District Manager may approve an extension of the probationary period not to exceed an additional six months.

#### **Article 17.5: Employee's Response**

All employees will be requested to sign the evaluation indicating receipt. An employee may prepare and submit a written response to an evaluation. The response should be submitted to the District Manager. The response will be placed with the evaluation in the employee's personnel file. The content of the performance evaluation is not subject to the grievance process of any other appeal.

### **ARTICLE XVIII. UNIFORM POLICY**

#### **Article 18.1: Safety Shoes**

Safety Shoes – All employees shall be reimbursed up to a maximum of \$200.00 per fiscal year for the purchase of safety shoes. The District employee must submit a receipt to the District Manager for the safety shoes. Employees must replace safety shoes as necessary.

#### **Article 18.2: Rain Gear**

Rain gear will be purchased by the District on an as-needed basis for Operations and Maintenance staff.

#### **Article 18.3: Safety Glasses**

Safety Glasses – Employees in the Operations and Maintenance Departments may seek reimbursement for prescription safety glasses. The District will reimburse an employee the actual cost for the purchase of prescription safety glasses up to a maximum amount not to exceed \$300.00 every 2 years. District employees may seek reimbursement for one pair of prescription safety glasses per fiscal year, and the District Manager may authorize reimbursement for additional prescription safety glasses under this policy in special circumstances. The District employee must submit a receipt to the District Manager for the prescription safety glasses purchases.

## **Article 18.4: Uniform Clothing Allowance**

### 18.4.A. Operations & Maintenance staff

Operations & Maintenance staff must elect from one of the following two options:

#### 18.4.A.1. Option One: Uniform service from Cintas (or similar uniform company).

Employees who elect to receive uniform service must select Cintas or another service offered by the District, which will both provide and launder the employee's entire uniform.

#### 18.4.A.2. Option Two: Uniform purchase allowance of up to \$350 per fiscal year, on an as-needed basis.

Employees who elect to purchase their own uniforms, in compliance with the District's uniform standards, are required to wash and dry their own uniforms at the District, using the District's on site washer and dryer.

#### 18.4.A.3. Employees shall not take uniforms home, or launder uniforms in any commercial or private laundry facility. Laundering shall be performed by Cintas or similar uniform company, or in the washer and dryer provided by the District.

### 18.4.B. Office & Management staff

Office and management staff shall receive a uniform clothing allowance of up to \$100 per fiscal year, on an as-needed basis, to purchase jackets or shirts with the District's embroidered logo.

## **ARTICLE XIX. GPS DEVICES ON DISTRICT VEHICLES**

The District reserves the right to install GPS tracking devices on any District vehicles.

## **ARTICLE XX. BIOMETRIC TIME CLOCK**

The District reserves the right to install a Biometric Time Clock and to require District employees to register their arrival and departure times using the Biometric Time Clock.