

LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT

MEMORANDUM

DATE: SEPTEMBER 26, 2023

TO: BOARD OF DIRECTORS
Lake Arrowhead Community Services District

FROM: NATALIE POTTER, Human Resources Manager
CATHERINE CERRI, General Manager

SUBJECT: CONSIDER APPROVING REVISIONS TO THE LAKE
ARROWHEAD COMMUNITY SERVICES DISTRICT
EMPLOYEE HANDBOOK

A. RECOMMENDATION

Staff recommends that the Board of Directors approve the revised Lake Arrowhead Community Services District (District) Employee Handbook, with an effective date of October 1, 2023.

B. REASON FOR RECOMMENDATION

The District's Employee Handbook was last updated in November 2016. Employment law continually evolves and changes, resulting in the need to update and revise the Employee Handbook to reflect current laws and District practices. The proposed revised Employee Handbook includes all such new/modified provisions, so that the District is in compliance with Federal and California law and is working with best practices going forward.

C. BACKGROUND INFORMATION

The Employee Handbook is intended to provide direction for the employees and the management staff of the District. The Handbook summarizes rules and policies that affect the organizational culture and provides a consistent message for employees. The existing Handbook was implemented over six years ago. Since then, there have been extensive changes to employment law in the State of California as well as Federal. Changes include greater clarity for conditions of employment, conflicts of interest, mandatory training, leave laws, employer obligations in response to discrimination and harassment complaints, as well as changes to District best practices and policies. The proposed new Employee Handbook also incorporates the agreed upon revisions to the Memorandum of

Understanding (MOU) between the District and the Utility Workers Union of America, Local 557.

Best, Best & Krieger reviewed the proposed changes to the Handbook. These changes have also been presented to, discussed with, and approved by management staff. The Handbook contains the policies and practices in effect at the time of publication and is distributed to all employees of the District.

D. FISCAL IMPACT

The fiscal impacts of the approval of this Handbook are minimal. Based on the fact that most of these employment provisions are already budgeted, required, and being implemented, any financial impact on the budget would be relatively minor and/or referenced in the applicable MOU.

E. ENVIRONMENTAL IMPACT

There is no environmental impact.

F. ATTACHMENTS

Lake Arrowhead Community Services District Draft October 2023 Employee Handbook Redline



EMPLOYEE **HANDBOOK**

Provide, Protect, Preserve

About LACSD

Our History

LACSD was formed in 1978 under Community Services District (CSD) law, Government Code section 61000 et seq., and is governed by a locally elected Board of Directors consisting of five board members. The District's service area is unincorporated. CSD's can provide a wide variety of public services. Currently, LACSD provides water and wastewater services to Lake Arrowhead and the surrounding communities.



Our Mission

The mission of the Lake Arrowhead Community Services District (LACSD) is to provide exceptional water and wastewater services, as we protect our water resources and preserve our environment.



Our Values

Openness, Integrity, and Respect
Service Excellence and Quality
Continuous Improvement
Reliability
Accountability

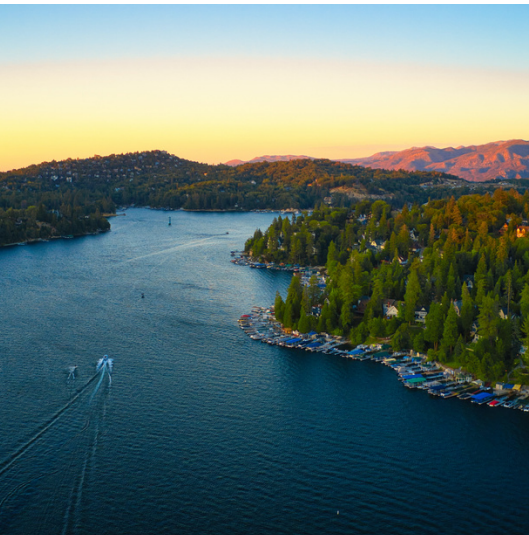


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	LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT EMPLOYEE HANDBOOK	Section 1.0
		Revision Date November 2016 November 2023
INTRODUCTORY POLICIES AND DEFINITIONS		

1.1 Introductory Statement

1.1.1 ~~Welcome!~~ As an employee of the Lake Arrowhead Community Services District (District), ~~we hope~~ you will find your employment to be both rewarding and challenging. This Handbook is designed to familiarize you with our major policies and your rights and obligations as an employee.

1.1.2 If an employee has an individual written employment agreement signed by the General Manager, the terms of that agreement will control when in conflict with this Handbook. In addition, the Memorandum of Understanding (“MOU”) with the Utility Workers Union of America, Local 557 (“Union”) and MOU with the Managers, Supervisors and Confidential Employees Unit (“MSCEU”) will control when in conflict with this Handbook. ~~1.1.3 This Handbook contains the policies and practices in effect at the time of publication. All previously issued Handbooks and any inconsistent policy or benefit statements or memoranda are superseded, with the exception of the current MOUs referenced above. If you have any questions about this Handbook, or any other term or condition of employment with the District, your Supervisor or Department Manager will be happy to answer any questions.~~

1.2 Statement of At-Will Employment Status

1.2.1 Employment at the District for all employees is employment at-will unless otherwise defined in the current MOUs referenced above. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the District.

1.2.2 Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will. No Manager (other than the General Manager), Supervisor or employee of the District has the authority to enter into an agreement for employment for any specified period of time, or to make an agreement for employment other than at-will. Only the General Manager of the District has the authority to make any such agreement and then only in writing.

1.3 Integration Clause and the Right to Revise

- 1.3.1 Integration.** This Employee Handbook contains the employment policies and practices of the District in effect at the time of publication. All previously issued Handbooks and any inconsistent policy statements or memoranda are superseded, with the exceptions of the most recent MOUs with the Union and MSCEU. All benefits, unless otherwise set forth in an employment agreement, shall be provided to employees on the same terms as provided for in their Unit's respective MOU.
- 1.3.2 Right to Revise.** The District reserves the right to revise, modify, add or delete any and all policies, procedures, work rules or benefits stated in this Handbook. However, any such changes within the scope of representation affecting a MOU with the Union or the MSCEU are subject to a meet and confer process with the Unit's Representative.
- 1.3.3 Revisions In Writing.** Any changes to this Handbook must be in writing and must be signed by the General Manager of the District. Any written changes to the Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this Handbook.
- 1.3.4 Entire Agreement.** This Handbook, along with the MOUs with the Union and/or MSCEU, set forth the entire agreement between an employee and the District as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this Employee Handbook, or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee, other than an agreement signed by the General Manager pursuant to Section 1.2.2.

1.4 Equal ~~Employment Opportunity~~

- 1.4.1** The District is committed to providing equal opportunity in all of its employment practices pursuant to state and federal law, including, but not limited to, recruitment, selection, hiring, promotion, training, transfer, disciplinary actions, benefits, performance evaluation and compensation. This applies to all applicants, employees, and others involved in the operations of the District without regard to: race (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists),⁵ color, religion, religious creed (including all aspects of religious beliefs, observances, religious dress and religious grooming), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions),⁵ gender, gender identity, gender expression, sex stereotype, sexual orientation and transgender identity and expression), national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9),⁵ ancestry, citizenship, age (40 years or older),⁵ physical or mental disability, legally protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military

status, veteran status, marital status, domestic partner status, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, holder of a driver's license issued under section 12801.9 of the Vehicle Code, or any other basis protected by local, state, or federal laws.

The District is committed to fostering, cultivating and preserving a culture of diversity, equity and inclusion. The District embraces mutual respect, diversity, collaboration, creativity, innovation, and equal opportunity.

The District expressly prohibits any form of unlawful harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

- 1.4.2 Reasonable Accommodations.** To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship to the District would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Human Resources representative and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The District then will conduct an interactive process meeting (which may include investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job). The District and the applicant or employee will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the District will provide the appropriate accommodation.

- 1.4.3 Reporting Discrimination Internally.** If you believe that you have been unlawfully discriminated against, report the discrimination to your own Supervisor, Department Manager, or any other District Supervisor or Manager, the General Manager or the Human Resources Manager of the District as soon as possible after the incident(s). There is no requirement to complain to your immediate Supervisor first, or at all. This report of ~~harassment~~discrimination can be done orally or in writing.

Your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. If the claim of discrimination is initially taken to a Supervisor, the Supervisor must refer the ~~harassment~~ complaint to the Human Resources Manager.

The District will immediately undertake an impartial, timely, effective, thorough and objective investigation of the discrimination allegations by qualified personnel. This investigation will provide all parties with

appropriate due process and will result in a conclusion based on the evidence collected. The investigation will be properly documented by the personnel in charge of the investigation in order to track reasonable progress. The District and its employees will maintain the employee's confidentiality to the extent possible. However, given that the District must conduct a thorough investigation, the investigation and complaint cannot be kept entirely confidential.

If the District determines that the employee has been discriminated against, effective and remedial action will be taken in accordance with the circumstances involved in an effort to find a resolution. This will be done as efficiently as possible so as to ensure timely closures of investigations. Any employee determined by the District to be responsible for unlawful discrimination will be subject to appropriate disciplinary action, up to and including termination. A District representative will advise all parties concerned of the results of the investigation. ~~and will provide a response in a timely manner. The District will not retaliate against you for filing a good faith complaint and will not tolerate or permit retaliation by management, employees or co-workers.~~

The District encourages all employees to report any discrimination forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

1.4.4 Reporting Discrimination Externally. Any employee who believes that he or she has been the victim of discrimination may file a complaint with the California ~~Department of Fair Employment and Housing (“DFEH”)~~Civil Rights Department (“CRD”) or the Equal Employment Opportunity Commission (“EEOC”). The ~~phone numbers~~contact information for the ~~DFEH~~CRD and EEOC ~~are~~is located ~~in the phone book under government agencies and on~~ their websites ~~are~~at <http://www.dfeh.ca.gov/> and <http://eeoc.gov/>.

1.4.5 Prohibition Against Retaliation. Any employee who makes a good faith complaint regarding discrimination will not be subject to retaliation by the District. Furthermore, the District prohibits retaliation against an employee for cooperating, assisting, testifying or participating in any of the internal or external complaint procedures. Claims of retaliation are taken seriously, and are subject to the same Internal and External Complaint procedures as harassment and discrimination claims.

1.5 Unlawful Harassment

1.5.1 The District is committed to providing a work environment free of unlawful harassment. District policy prohibits any form of harassment which violates federal, state or local law, including, but not limited to harassment related to an individual's ~~race, color, religion, religious creed (including religious dress and religious grooming), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sex stereotype, sexual orientation and transgender), national origin, ancestry, citizenship, age,~~

~~physical or mental disability, legally protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, holder of a driver's license issued under section 12801.9 of the Vehicle Code, or any other basis protected by local, state, or federal laws. race (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including all aspects of religious beliefs, observances, religious dress and religious grooming), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, sex stereotype, sexual orientation and transgender identity and expression, national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, citizenship, age (40 years or older), physical or mental disability, legally protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, holder of a driver's license issued under section 12801.9 of the Vehicle Code, or any other basis protected by local, state, or federal laws.~~

All such harassment is unlawful. The District's unlawful harassment policy applies to all persons – employees are protected from the actions of coworkers, third parties, Supervisors and managers that would constitute unlawful harassment.

1.5.2 Types of Prohibited Harassment. Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- 1.5.2.1** Verbal conduct such as epithets, derogatory jokes, or comments, slurs, or unwanted sexual advances, invitations or comments;
- 1.5.2.2** Visual conduct such as derogatory and/or sexually oriented posters, e-mails, texts, photography, cartoons, drawings, or gestures;
- 1.5.2.3** Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- 1.5.2.4** Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- 1.5.2.5** Retaliation for having reported or threatened to report harassment.

1.5.3 Reporting Harassment Internally. If you believe that you have been unlawfully harassed, report the harassment to your own Supervisor, Department Manager or any other District Supervisor or Manager the General Manager or the Human Resources Manager of the District as soon as possible after the incident(s). There is no requirement to complain to your immediate Supervisor first, or at all. This report of harassment can be done orally or in writing.

Your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. If the claim of harassment is initially taken to a Supervisor, the Supervisor must refer the harassment complaint to the Human Resources Manager.

The District will immediately undertake an impartial, timely effective, thorough and objective investigation of the harassment allegations by qualified personnel. This investigation will provide all parties with appropriate due process and will result in a conclusion based on the evidence collected. The investigation will be properly documented by the personnel in charge of the investigation in order to track reasonable progress. The District and its employees will maintain the employee's confidentiality to the extent possible. However, given that the District must conduct a thorough investigation, the investigation and complaint cannot be kept entirely confidential.

If the District determines that unlawful harassment has occurred, effective and remedial action will be taken in accordance with the circumstances involved in an effort to find a resolution. This will be done as efficiently as possible so as to ensure timely closures of investigations. Any employee determined by the District to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. A District representative will advise all parties concerned of the results of the investigation and will provide a response in a timely manner. The District will not retaliate against you for filing a good faith complaint and will not tolerate or permit retaliation by management, employees or co-workers.

The District encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

1.5.4 Reporting Harassment Externally. Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by co-workers, Supervisors, customers, visitors, vendors, or others may file a complaint with the California [Department of Fair Employment and Housing \("DFEH"\)](#) [Civil Rights Department \("CRD"\)](#) or the Equal Employment Opportunity Commission ("EEOC"). The ~~phone numbers~~ [contact information](#) for the [DFEH](#) [CRD](#) and EEOC ~~are~~ [is](#) located ~~in the phone book under government agencies and on~~ their websites ~~are~~ [at](#) <http://www.dfeh.ca.gov/> and <http://eeoc.gov/>.

1.5.5 Third Party Harassment. Harassment of our employees in connection with their work by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee, should report such harassment to his or her Supervisor. Harassment of members of the public, vendors, suppliers, and/or contractors by our employees is also strictly prohibited.

1.5.6 Prohibition Against Retaliation. Any employee who makes a good faith complaint regarding discrimination will not be subject to retaliation by the District. Furthermore, the District prohibits retaliation against an employee for cooperating, assisting, testifying or participating in any of the internal or external complaint procedures. Claims of retaliation are taken seriously, and are subject to the same Internal and External Complaint procedures as harassment and discrimination claims.

1.5.7 Mandatory Training. Mandatory training sessions on this section and the prevention of discrimination, harassment (including sexual harassment and abusive conduct), and retaliation will be held for personnel during appropriate in-service training programs and orientations as required by law. While the District will provide employees with periodic training, employees can also access training materials provided by the CRD at the following link: <https://calcivilrights.ca.gov/shpt/>

1.6 Abusive Conduct

1.6.1 Prohibition Against Abusive Conduct. The District is committed to providing a safe and productive work environment. Every employee, and other individuals, including unpaid interns, volunteers, temporary agency workers, consultants, independent contractors, and visitors, have the right to be treated professionally and with respect and should not be subjected to abusive conduct in the workplace. Abusive conduct means conduct in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults and epithets, verbal, or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious. If you believe that you have been subjected to abusive conduct you should report the matter to your own Supervisor, Department Manager or any other District Supervisor or Manager the General Manager or the Human Resources Manager of the District as soon as possible after the incident(s).

1.7 Lactation Accommodation Policy

1.7.1 The District provides accommodations to lactating employees who need to express breastmilk during work hours in accordance with applicable law. The District will provide a room or other location (not a bathroom) for

employees to express breastmilk in private. The District will ensure that the lactation room or location will:

- Be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk;
- Be clean, safe and free of hazardous materials;
- Contain a surface to place a breast pump and other personal items;
- Contain a place to sit; and
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery powered breast pump.

In addition, the District will provide access to a sink with running water and a refrigerator suitable for storing milk (or other cooling device suitable for storing milk) in close proximity to an employee's workspace. In the event that more than one employee needs use of the lactation room, the District will discuss alternative options with the employees to determine what arrangement addresses their needs, such as finding an alternative space or creating a schedule for such use.

1.7.2 The District shall also provide a reasonable amount of break time for an employee to express any breast milk each time that she needs to do so. The break time, if possible, should run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with rest time already authorized for the employee is unpaid. However, if the employee performs any work during such break, she must accurately record all time worked and the District will compensate her for such time.

1.7.3 Employees who are nursing have a right to request a lactation accommodation. Such requests may be made verbally or in writing, should indicate the need for an accommodation in order to express breastmilk at work, and should be directed to Human Resources. The District shall respond to such requests in a reasonable manner, not exceeding five business days. If the District cannot provide break time, location, or other reasonable accommodations in accordance with this policy, it will inform the requesting employee in writing. Because lactation accommodation needs may change over time, employees may request changes to existing accommodations by a written request to Human Resources that describes the nature of the change that is requested.

1.7.4 The District prohibits any form of retaliation or discrimination against an employee for exercising or attempting to exercise any rights provided under this policy. Any such conduct or violation of this policy should be reported to Human Resources. Employees also have the right to file a complaint with the California Labor Commissioner for violation of a lactation accommodation right described in the policy above.

1.68 **Open Door Policy**

1.68.1 Suggestions for improving the District are always welcome. Good faith complaints, suggestions and/or questions about an employee's working conditions or the treatment ~~he/she is~~they are receiving are also always welcome.

1.68.2 **Who To Go To.** An employee may initially take ~~his/her~~their concerns to ~~his/her~~their Supervisor, following these steps. However, if an employee feels more comfortable reporting straight to the Human Resources Manager or ~~his/her~~their Department Manager, ~~he/she is~~they are not precluded from doing so, as set forth below:

1.68.2.1 An employee should immediately bring the situation to the attention of ~~his or her~~their immediate Supervisor who will then investigate and provide a solution or explanation. In the event that the employee does not feel comfortable reporting to ~~his/her~~their direct Supervisor, or if the issue concerns the employee's direct Supervisor, ~~he/she~~they can report the issue to the Human Resources Manager.

1.68.2.2 If the problem persists, an employee may present it to ~~his/her~~their Department Manager, who will investigate and provide a solution or explanation. It is recommended that an employee bring the matter to ~~his/her~~their Department Manager as soon as possible after it is believed that the immediate Supervisor has failed to resolve the matter. In the event that the employee does not feel comfortable reporting to ~~his/her~~their Department Manager, or if the issue concerns the employee's Department Manager, ~~he/she~~they can report the issue to the Human Resources Manager.

1.68.2.3 If the problem is not resolved the employee may present the problem to the General Manager who will attempt to reach a final resolution.

1.68.2.4 This procedure, which we believe is important for both the employee and the District, cannot result in every problem being resolved to an employee's satisfaction. However, the District values an employee's input and ~~they~~he/she should feel free to raise issues of concern, in good faith, without the fear of retaliation.

1.68.2.5 In addition to the above, employees may utilize the Grievance Procedures outlined in their MOU, as appropriate.

1.79 **Definitions**

Certain terms used in this Employee Handbook shall be defined as follows:


1.79.1 **Anniversary Date.** The date an employee is hired by the District.

- 1.79.2 **Appointment.** The placement of a certified candidate into a position within the District service.
- 1.79.3 **Bargaining Unit Employee.** ~~All full-time~~Any employees of the District represented by a recognized bargaining unit. ~~, except elected officials, Board appointees, the General Manager, provisional, seasonal and part-time employees as defined herein or other employees not covered in the current MOUs referenced above.~~
- 1.79.4 **Board.** The Board of Directors of the Lake Arrowhead Community Services District.
- 1.79.5 **Compensation.** Salary, wages, fees, benefits, allowances, bonuses, certain reimbursements or other moneys paid to or on behalf of an employee related to personal service provided to the District.
- 1.79.6 **Confidential Employee.** Full-time or part-time employees of the District required to work in a confidential role, reporting directly to the General Manager or a Department Manager.
- 1.79.7 **Demotion.** The movement of an employee from one position to another position, which has a lower status, lesser duties and responsibility, and/or a lower maximum rate of pay and/or benefits.
- 1.79.8 **Department Manager or Department Head.** An individual appointed by the General Manager to oversee a Department of the District.
- 1.79.9 **Department Policies and Procedures.** District authorized policies and procedures created for a specific Department, which must be followed by all employees in that Department.
- 1.79.10 **District Policies and Procedures.** District authorized policies and procedures created for the entire District, which must be followed by all employees in the District.
- 1.79.11 **District Service.** Employment within the District.
- 1.79.12 **Employee.** An individual appropriately appointed to a position within District service.
- 1.79.13 **Employee Handbook.** A document comprising Board adopted employment policies, and District authorized employment procedures, which provide for a system of personnel management for District service.
- 1.79.14 **Employment Date.** For retirement, medical leave, and other benefit purposes, the effective date of an employee's initial appointment to a fulltime or regular part-time position within District service.
- 1.79.15 **Exempt Employees.** Employees exempt from the minimum wage and overtime provisions of applicable State and Federal laws.

- 1.79.16 **Full-Time Employees.** An employee who is regularly scheduled to work and who regularly does work a schedule of forty (40) hours per week, or 80 hours per two-week period.
- 1.79.17 **General Manager.** The person who is appointed and authorized by the Board of Directors to perform overall managerial duties and functions
- 1.79.18 **Human Resources.** The department and related staff responsible for personnel related matters.
- 1.79.19 **Immediate Family.** Employee's spouse, registered domestic partner (where required by California law), children (including stepchildren and adopted children), parents (including step-parents), brothers, sisters (including step-brothers and step-sisters), grandfather, grandmother, present father-in-law, present mother-in-law, aunts, uncles and grandchildren.
- 1.79.20 **Incumbent.** A person employed by the District and occupying a full-time position at any given time.
- 1.79.21 **Introductory Period.** A designated period of employment in a District position following a newly hired employee's appointment.
- 1.79.22 **Introductory Status.** The status of an employee in a District position who has not yet completed the required introductory period.
- 1.79.23 **Job Description.** The written description of a position, including the title; a statement of the nature of the work, examples of duties and responsibilities, essential and non-essential functions, and the qualifications that are required for the satisfactory performance of the duties of the position.
- 1.79.24 **Meet and Confer.** The process by which designated representatives of the District and the Bargaining Unit meet in good faith in an effort to negotiate a settlement to an issue.
- 1.79.25 **MSCEU.** The Managers, Supervisors and Confidential Employees Unit.
- 1.79.26 **Part-Time Employee.** ~~As described in the Union MOU, a~~n employee who is regularly scheduled and regularly works for no more than thirty (30) hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are eligible for some, but not all employee benefits described in this Handbook.
- 1.79.27 **Position.** A group of current duties and responsibilities assigned or delegated by competent authority and requiring the full-time or part-time services of one (1) employee.
- 1.79.28 **Position Title.** The title assigned to any particular position and used for reference to that position.

- 1.79.29 **Promotion.** The movement of an employee from one position to another position, which has a higher status, greater duties and responsibility, and/or a higher maximum rate of pay.
- 1.79.30 **Regular Employees.** Full time or part time employees hired to work on a regular schedule.
- ~~1.7.31 **Regular Part-Time Employee.** As described in the MSCEU MOU, an employee who is regularly scheduled to work less than forty (40) hours and more than (30) during a (7) day work period.~~
- 1.79.31 **Rejection.** Involuntary separation of an employee from service during the introductory period, or the involuntary return to a prior employment position during a promotional or transfer trial period.
- 1.79.32 **Resignation.** Voluntary termination of employment by an employee.
- 1.79.33 **Salary Schedule.** A schedule identifying salary ranges, grades and levels for each employee position.
- 1.79.34 **Seniority.** The total amount of actual continuous District service, Department service, or service in a specific position, excluding approved leaves of absence without pay in excess of thirty (30) days, but including leaves of absence for service in the armed forces of the United States of America. The length of District service is based on continuous service following an employee's date of employment. The length of Department service is based on continuous service following an employee's anniversary date for ~~his/her~~their first Department position. The length of service in a specific position is based on continuous service following an employee's anniversary date for that position.
- 1.79.35 **Staff Organization Structure.** The District authorized staffing structure, identifying all existing employee positions, organized by District Departments.
- 1.79.36 **Supervisor.** The designated person to whom an employee reports for work assignments and direction.
- 1.79.37 **Suspension.** The temporary removal of the employee from ~~his/her~~their duties, with or without pay, for disciplinary or pre-disciplinary investigation purposes.
- 1.79.38 **Temporary Employee.** An employee appointed to a position for a temporary period of time or, as described in the ~~MSCEU applicable~~MSCEU applicable MOU, ~~an employee hired for a period of one (1) year or less.~~
- 1.79.39 **Termination.** The separation of an employee from District service by the District.
- 1.79.40 **Transfer.** The reassignment of an employee within a Department or between Departments from one position to another position.

- 1.79.41 **Trial Period.** A designated period of employment in a District position following transfer or promotion.
- 1.79.42 **Trial Status.** The status of an employee in a District position who has not yet completed the required trial period.
- 1.79.43 **Union/Union Bargaining Unit.. Utility Workers Union of America, Local 557.**
- 1.79.44 **Union Bargaining Unit Employee.** Employees of the District represented by the Utility Workers Union of America Local 557 Bargaining Unit.
- 1.79.45 **Vacancy.** A newly created or established position which is not occupied and for which moneys have been appropriated. Vacancies may or may not be filled at the discretion of the District.

	LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT EMPLOYEE HANDBOOK	Section 2.0
		Revision Date November 2016
EMPLOYMENT POLICIES AND PRACTICES		

2.1 In-House Recruitment and Hiring for ~~Transfers and Promotions of Union Bargaining Unit Positions~~ ~~Transfers and Promotions~~

2.1.1 Whenever a new Union Bargaining Unit position is created or a vacancy occurs in an established Union Bargaining Unit position, the District will post a notice advising employees of the existence of such new position or vacancy, along with the Job Description for the position. The posting will remain on the appropriate bulletin board provided at each District facility for a period of not less than five (5) workdays. Such posting may not occur if a hiring list, as identified in Section 2.1.3.9, is being used to fill the position. In addition, the District, at its discretion, may choose not to fill a vacancy.

2.1.2 All employees wishing to fill the new position or vacancy will submit a job application or letter of interest with qualifications for the position, and a current resume if one is available, to ~~the~~ Human Resources ~~Department~~.

2.1.3 The District will utilize the following procedure in conducting the in-house recruitment:

2.1.3.1 Human Resources and the Department Manager will evaluate and select applicants who possess the minimum qualifications. Minimum qualifications will be based on the job description for the position to be filled. The District will consider factors including the employee's training, safety record, job performance and experience to determine if the employee is qualified for the position.

2.1.3.2 Applicants will be reviewed and screened by Human Resources based on the criteria in Section 2.1.3.1. The hiring Department ~~Head-Manager~~ will review and confirm, through consultation with Human Resources, the pool of applicants to proceed further in the selection process (testing and interview).

2.1.3.3 At the discretion of the District, a specified period of time may be provided following ~~the~~ transfer or promotion to allow an employee to obtain the licensing and certification required for

~~the~~ position. If such a time period is to be considered, it will be noted in the original job announcement.

2.1.3.4 The pool of applicants selected as described in Sections 2.1.3.1 and 2.1.3.2, ~~may~~will be invited to participate in an evaluation process consisting of a written test and an oral interview conducted and monitored by Human Resources. Applicants who could meet the minimum requirements within the time period allowed, ~~may~~will be invited to participate in an evaluation process consisting of a written test and an oral interview.

2.1.3.5 All applicants selected will participate in the written test. The written test will be used to evaluate the applicant's knowledge relative to the position to be filled. The test may consist of multiple choice, fill-in and essay questions. The test will be consistent with applicable standard State examinations used for position certification, if any, stylized to fit the requirements of the District.

2.1.3.6 Only those selected applicants scoring at least 70 percent on the written test will be invited to participate in the oral interview. The oral interview ~~may~~will be conducted by a panel generally consisting of three persons. Generally, one person will be the Department Manager or a Supervisor in the Department. The other two persons could be professionals from outside the District, serving in capacities equivalent to Department Manager or Supervisor for the Department or other outside or District personnel with particular expertise. The oral interview panel will not be informed of the results of the written exam.

2.1.3.7 Both the written test and oral interview results will each be scored on a scale from 0 to 100. The written test score plus the oral interview score will then be combined. Any candidate with a combined score of 70% or greater will be considered eligible for the promotion or transfer. Employees, at their option, may review their own written test scores with Human Resources.

2.1.3.8 All candidates with a combined written test score and oral interview score of 70% or greater will be ranked according to their combined score, beginning with the highest scoring candidate in the number one (1) spot, etc. If more than one candidate has the same score, District seniority will be the determining factor. All candidates will be notified in writing as to the results of their own testing and interview.

2.1.3.9 The top eligible candidate, as determined by the District in the above evaluation process, will be offered the position. A hiring list, consisting of employees with a combined written test score and oral interview score of 70% or greater, with ranking based on the combined score, will be maintained for a six (6) month

period and will be used to fill future vacancies for the same position during that period. If more than one candidate has the same score, District seniority will be the determining factor. All employees will be notified in writing as to the results of their testing and interview.

- 2.1.4 Before hiring any non-employee of the District to fill ~~the an~~ available position, the General Manager will give first consideration to current employee applicants. However, if no employee applies for the position, or if no employee applicant is considered by the District to be eligible for the available position, an outside recruitment will be conducted to fill the position.

2.2 Outside and Non-Union Bargaining Unit Position Recruitment and Hiring

- 2.2.1 In the event an in-house recruitment effort for a Union Bargaining Unit position does not result in applicants for the position, or does not result in eligible candidates for the position, the District will conduct an outside recruitment and hiring procedure, as described below, to fill the position.

- 2.2.2 ~~In addition, a~~Anyany time the District has an opening for a non-Union Bargaining Unit position, the District will generally utilize the recruitment and hiring procedure as described below to fill the position. At its discretion, the District may limit the field of candidates for such a position to District personnel or advertise the position to outside candidates.

- 2.2.3 The District will generally utilize the following procedure in conducting outside and Non-Union Bargaining Unit position recruitment:

2.2.3.1 The District may advertise the position in local newspapers, trade publications, ~~Jobs Available~~websites or other applicable ~~periodicals-media~~ as determined appropriate by the District.

2.2.3.2 An appropriate time frame will be established and utilized to advertise open positions. A ~~30-day~~30-day period may be utilized for more advanced positions requiring a Southern California or state-wide recruitment effort.

2.2.3.3 A panel generally consisting of the Department Manager and Supervisors within the Department with the position opening, and, as appropriate, outside personnel with particular expertise, will evaluate all applicants to determine which applicants meet the minimum qualifications. An alternate panel may be established with the approval of the General Manager.

2.2.3.4 Minimum qualifications will be based on the Job Description for the position to be filled. However, at the discretion of the District a specified period of time may be permitted following the hire, transfer, or promotion to allow an employee to obtain the licensing and certification required for the position. If such a

time period is to be considered, it will be noted in the original job announcement.

- 2.2.3.5** If there are in excess of 20 qualified applicants for a position, the District may choose to further examine the applicants to determine the *most* qualified for the position, so that a short list of 20 or less applicants will be further considered for the position.
- 2.2.3.6** Applicants who are selected to be further considered for the position, either because they meet the minimum requirements, could meet the minimum requirements within a time period allowed, or because they are selected from a short list of eligible candidates, will be invited to participate in an evaluation process which may consist of a written test and an oral interview.
- 2.2.3.7** A written test may be used to evaluate the applicant's knowledge relative to the position to be filled. The test may consist of multiple choice, fill-in, and essay questions. As appropriate, the test will be consistent with applicable standard state examinations used for position certification, if any, stylized to fit the requirements of the District. The written test will be scored on a scale from 0 to 100. All applicants who receive a score of 70 or higher will move on to the oral interview.
- 2.2.3.8** The oral interview may be conducted by a panel consisting of two or three persons. One person will be the Department Manager or a Supervisor in the Department conducting the recruitment. The other one or two persons may be other Supervisors within the District, or may be professionals from outside the District, serving in capacities equivalent to Department Manager or Supervisor for the Department conducting the recruitment, or other outside personnel with particular expertise.
- 2.2.3.9** The oral interview will be scored on a scale from 0 to 100.
- 2.2.3.10** All candidates who complete the oral interview will be ranked according to their combined score, with the candidate with the highest score being placed at the number 1 spot, the second highest score at the number 2 spot, etc.

- 2.2.4** Generally, the top three ranked candidates as determined by the District in the above evaluation process will be further considered for the position. Any one, or none of these candidates, may be hired for the position. If the District offers the position to a candidate and the candidate accepts, the District will proceed with ~~a medical and a drug and alcohol~~appropriate pre-offer exams ~~exam~~ of the candidate, if applicable, to determine if the

candidate meets the essential ~~physical~~ requirements for the position, either with or without reasonable accommodation.

- 2.2.5** If the selected candidate meets the essential ~~physical~~ requirements for the position, or if the candidate does not meet the essential ~~physical~~ requirements for the position but a reasonable accommodation can be made, the person will be appointed to the position, subject to post-offer criminal background checks.
- 2.2.6** All unsuccessful candidates whom the District wishes to consider for further openings for the position during the next six-month period will be so notified in writing. The District will then generally use the list of candidates to fill future vacancies for the same position during the six-month period.
- 2.2.7** In the event the District establishes a list of candidates for future position openings for the same position during the next six-month period as a result of the outside recruitment, the District will generally not proceed with an in-house recruitment to fill future vacancies for the same position during the next six-month period.
- 2.2.8** All other unsuccessful candidates will be thanked for their efforts, but advised they were unsuccessful in the recruitment process.

2.3 Introductory Period-New Hires

- 2.3.1** All original appointments will be tentative and subject to an introductory period of twelve (12) consecutive months' service. At the discretion of the District, the introductory period may be extended; however no introductory period will be extended beyond twenty-four (24) months total. The employee will be notified in writing of an extension and the reasons therefore.
- 2.3.2** The introductory period will be regarded as a part of the testing process and will be utilized for closely observing the employee's work and for introducing a new employee to ~~his/her~~their new position.
- 2.3.3** During the introductory period an employee may be rejected at any time by the General Manager without cause and without the right of appeal. Notification of rejection, in writing, will be served on the introductory employee, and a copy filed with the Human Resources Department.
- 2.3.4** Completion of the introductory period does not entitle an employee to remain employed by the District for any definite period of time. Employees subject to an MOU may only be terminated in accord with the provisions in the applicable MOU. Both at-will employees and the District may be free at any time, with or without cause, to end the employment relationship, compensation and all benefits of employment.

2.4 Trial Period-Transfer or Promotion

- 2.4.1** All transfer or promotional appointments will be subject to a twelve (12) week trial period. At the discretion of the District, the trial period may be extended; however, no trial period will be extended beyond eighteen (18) weeks total. The employee will be notified in writing of an extension and the reasons therefore.
- 2.4.2** Any Union Bargaining Unit employee rejected by the District during the trial period following a transfer or promotional appointment, or any employee who elects to reject the appointment during the trial period following a transfer or promotional appointment, will be reinstated to his/her/their original position except ~~where reinstatement is deemed improper by the General Manager~~ when the position is no longer available.
- 2.4.3** The trial period will be regarded as a part of the testing process and will be utilized for closely observing the employee's work and for introducing a transferred or promoted employee to his/her/their new position.
- 2.4.4** During the trial period an employee may be rejected for the transfer or promotional position at any time by the General Manager without cause and without the right of appeal. Notification of rejection, in writing, will be served on the employee, and a copy filed with the Human Resources Department. However, nothing in this paragraph will prevent the District from returning the employee to his/her/their original position, or from administering appropriate disciplinary action against an employee during said trial period in a manner consistent with this Employee Handbook.
- 2.4.5** Upon successful completion of the trial period, the employee will be considered as having satisfactorily demonstrated qualifications for the position and will be so informed through his/her/their Supervisor.
- 2.4.6** Completion of the trial period does not entitle an employee to remain employed by the District for any definite period of time. Employees subject to an MOU may only be terminated in accord with the provisions in the applicable MOU. Both at-will employees and the District may be free, at any time, with or without notice and with or without cause, to end the employment relationship, compensation and all benefits of employment.

2.5 Temporary Employees

Temporary employees are hired or appointed to fill short-term needs of the District. No temporary employee will generally be allowed to work more than 1,000 hours in any twelve (12) month period. ~~However, any employee working more than 1,000 hours may be entitled to certain benefits.~~ Temporary employees are only entitled to those benefits as required by law.

- 2.5.1** If an employee converts (is changed from temporary to regular status without a break in service or with a break in service of 30 days or less) to regular employee status, the employee's anniversary date, for purposes of eligibility of future salary grade increases and eligibility for on-call

service will be the employee's most recent date of hire as a temporary employee.

2.6 Employment of Relatives (Nepotism)

2.6.1 Relatives of employees may be eligible for employment with the District only if individuals involved do not work in a direct Supervisory relationship, or in job positions in which a conflict of interest could arise.

2.6.2 "Relatives" are defined to include spouses, domestic partners, children, siblings, parents, in-laws, grandparents, and step-relatives.

2.6.3 For business reasons of supervision, security or morale, the District may refuse to place spouses and registered domestic partners in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for such individuals than for other persons. In determining whether there is a greater potential for conflict, the General Manager, or designee, shall carefully assess the actual work setting to determine whether that setting would pose, because of the mutual concerns such individuals are assumed to bear, a potential conflict of interest or other hazard greater for these individuals than other employees. If the potential conflict or hazard is greater, the District shall take such steps to regulate the employment of the individuals to avoid the conflict or hazard. The District shall attempt to match reasonably the severity of its actions towards the individual to the degree of risk and the significance of the potential harm involved.

Where potential conflicts of interest exist, the District retains the right to disqualify one party to the relationship for a position privy to confidential matters who has a spouse or registered domestic partner already in the District's employment, when such relationship could result in the compromise of confidential information.

If co-employees marry (or enter into a relationship similar to marriage, including a registered domestic partnership) or become related by marriage, the District will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security and morale following completion of the assessment discussed above. If such efforts prove to be unsatisfactory, the District reserves its rights to transfer, terminate or reassign said employees as may be appropriate to alleviate the concern.

2.7 Job Duties

2.7.1 During the introductory or trial period, an employee's Supervisor will explain the employee's job responsibilities and the performance standards expected. Such responsibilities and performance standards are identified in the position's Job Description. All employees are expected to fulfill the essential duties as specified. Be aware that an employee's job responsibilities may change at any time during employment. From time to time, an employee may be asked to work on special projects or to assist

with other work necessary or important to the operation of the employee's Department or the District. The employee's cooperation and assistance in performing such additional work is expected.

2.7.2 The District reserves the right at any time, with or without notice, to alter or change an employee's Job Description, job responsibilities, reassign or transfer job positions, or assign additional job responsibilities, subject to provisions of the applicable MOU. Positions and related Job Descriptions and compensation may be modified whenever the duties of the position change materially, subject to a prior meet and confer process with the applicable unit's representative if requested.

2.7.3 Positions may be eliminated at the District's discretion, subject to a prior meet and confer process with the applicable unit's representative if requested.

2.8 New Positions

The General Manager may create new positions as required and create new related Job Descriptions and determine the level of compensation, subject to a prior meet and confer process with the applicable unit's representative if requested.

2.9 Temporary Transfers Working Out of Classification

2.9.1 Out-of-class pay may be provided to non-exempt employees whenever the needs of the District make it necessary to require an employee to temporarily perform the duties of a different classification.

Upon written approval by the General Manager, a Department Manager may reassign an employee to perform the duties of a different classification when a position is vacant, or in the absence of the incumbent for a period of five (5) or more days. In no event will the reassigned employee work out of his position for more than 30 days.

2.9.2 If the reassigned employee is temporarily transferred to a lower-paid position ~~then his/her~~ than their normal position, the employee shall be paid at the rate of ~~his or her~~ their permanent position for the duration of the reassignment. If the reassigned employee is temporarily transferred to a higher paid position ~~then than his/her~~ their normal position, after ten (10) days, the employee shall be paid at the higher rate of pay assigned to the position for the duration of the reassignment.

2.9.3 Transfers will not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided herein.

2.10 Demotions

2.10.1 The General Manager may demote an employee for any of the following reasons:

2.10.1.1 When an employee's ability to fulfill all requirements of the position job description falls below standard.

2.10.1.2 When an employee's job performance falls below standard due to failure to comply with all requirements of the Employee Handbook, District UWUA MOU, MSCEU MOU, job description, and/or District Policies and Procedures.

2.10.1.3 When the need for the position which an employee fills no longer exists.

2.10.1.4 When an employee requests such demotion.

2.10.2 No employee will be demoted to a position for which, in the District's discretion, ~~he/she does~~they do not possess the minimum qualifications as defined in the job description. Written notice of demotion will be given to an employee at least ten (10) days before the effective date of the demotion. A Union Bargaining Unit Member may appeal such action pursuant to the applicable Section ~~41.0~~ of the MOU.

2.11 Reductions in Force

2.11.1 Under some circumstances the District may need to restructure or reduce its workforce due to material change in duties or organization, or shortage of work or funds. If it becomes necessary to restructure operations or reduce the number of employees, the District will attempt to provide advance notice, if possible, so as to minimize the impact on those affected. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

2.11.2 In determining which Non-Union Bargaining Unit Member employees will be subject to layoff, the District will take into account, among other things, operational requirements, documented performance, needed future skills, documented discipline, Supervisory input and seniority.

2.11.3 District Union Bargaining Unit Employees will be subject to layoff based on the Union MOU.

2.12 Employees Lacking Required Certification

2.12.1 Any employee that does not obtain and maintain the required certification for the employee's position may be terminated at the General Manager's discretion. Employees are responsible for obtaining, maintaining and renewing their certifications and must provide proof of certifications to their Supervisor. Employees will be provided a confirmation of receipt from Human Resources upon submission of their proof of certification ~~upon submission of paperwork for renewal to Human Resources.~~

2.12.2 Any employee that does not obtain the required certification by the specified amount of time, as stated in the employee's employment letter,

may be demoted to a position for which ~~he/she is~~they are, in the discretion of the District, qualified, if such a position is available. No other employee will be displaced to accommodate such a demotion.

2.12.3 No employee will be demoted to a position which has a certification requirement that the employee fails, or has failed, to meet.

2.12.4 If no position is available for demotion, or if the employee is otherwise not qualified for a demotion, the employee failing to obtain required certification as identified above may be terminated.

2.12.5 The District, at its discretion, may extend the time period allowed to obtain the required certification. Such a time extension will be based on the District's determination that the employee has made every effort to obtain the required certification in a timely manner, and that still more time is needed to obtain the needed certification.

2.13 Involuntary Termination and Discipline

2.13.1 Violation of District policies and rules may warrant disciplinary action.

2.13.2 The District may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment.

2.13.3 The District's policy of discipline in no way limits or alters the at-will employment relationship for at-will employees.

2.13.4 The District's policy of Discipline for Union Bargaining Unit Employees is described in the following sections.

2.14 Disciplinary Action for Union Bargaining Unit Employees

2.14.1 This section applies to Union Bargaining Unit Employees only, and is not applicable to Non-Union Bargaining Unit Employees.

2.14.2 The District may administer types of disciplinary action individually, or any appropriate combination thereof. The District reserves the right to skip any or all disciplinary steps.

2.14.3 The grounds for disciplinary action will include, but not be limited to, violation of any provision of the Employee Handbook, District-Union MOU, District Policy or Department Policy.

2.14.3.1 When a Union Bargaining Unit Employee is suspended without pay, or if the employee is terminated, disciplinary action procedures ~~will~~shall at a minimum include the following:

2.14.3.1.1 The Department Manager ~~will~~shall notify the affected employee in writing of the proposed action. The written notification ~~will~~shall include a statement

of the reasons that the disciplinary action is being proposed and a statement of the charges being considered.

2.14.3.1.2 The Department Manager ~~will~~shall provide the affected employee any documents or materials upon which the proposed disciplinary action is based, and ~~will~~shall supply to the affected employee copies of these documents.

2.14.3.1.3 The Department Manager ~~will~~shall give the affected employee a reasonable opportunity to review and consider the documents and materials set forth in Sections ~~2.3214~~.3.1.1 and ~~2.3214~~.3.1.2 above, and then ~~will~~shall give the affected employee the right to respond, either orally or in writing at the employee's option, to the ~~authority~~Department Manager proposing the disciplinary action, after which the Department Manager will issue their final decision in writing.

2.14.3.1.4 If unsatisfied with the final written decision of the Department Manager, the employee ~~will~~shall have the right to a hearing before the General Manager in compliance with the requirements of Skelly vs. State Personnel Board and its progeny prior to any imposition of proposed discipline. These provisions do not apply to Non-Union Bargaining Unit, introductory, part-time or temporary employees.

2.14.4 Suspension

2.14.4.1 When, in the opinion of the General Manager, emergency conditions exist such that immediate removal from duty of the affected employee is required, the affected employee may be suspended with or without pay pending completion of the procedures set forth above, and subject to a final disciplinary decision.

2.14.4.2 An employee may be suspended at any time as a result of disciplinary action taken pursuant to these provisions.

2.14.5 Termination

2.14.5.1 An employee may be terminated at any time as a result of disciplinary action taken pursuant to these provisions.

2.14.5.2 All employees are at-will unless otherwise defined in the current MOUs. At-will employees may be terminated by the District at any time, with or without cause.

2.14.6 Appeal of Disciplinary Action by Union Bargaining Unit Employees

Any Union Bargaining Unit Employee subject to disciplinary action has the right to appeal in accordance with ~~Section 11.3.4, Formal Grievance Procedure, Step 4,~~ of the Union MOU.

2.15 Voluntary Termination

2.15.1 An employee who voluntarily resigns ~~his/her~~their employment or fails to report to work for three (3) consecutively scheduled workdays without notice to, or approval by ~~his/her~~their Supervisor, will voluntarily terminate employment with the District. Employees will not, however, be penalized for use of protected sick leave.

2.15.2 To resign in good standing, the District requests that all employees give the General Manager no less than two (2) weeks' notice prior to ~~his/her~~their resignation, unless the General Manager requests or agrees to a shorter period of notice because of extenuating circumstances.

2.15.3 The notice of resignation will be in writing and contain the reasons for leaving the District service. Once submitted, a resignation may only be withdrawn with the approval of the General Manager. Employees who have submitted their resignation may be placed on paid administrative leave by the General Manager.

2.15.4 All District-owned property (vehicles, keys, uniforms, identification badges, credit cards, etc.) must be returned immediately upon termination of employment.

2.16 Bridging of Time

2.16.1 The District will maintain an employee's service time for certain benefits if the employee leaves the employ of the District and returns within 180 days.


2.16.2 The break in service time will be deducted from the employee's original service date for purposes of the following:

- Seniority date
- Longevity pay
- Vacation accrual
- Sick leave accrual
- Retirement

2.16.3 For employees whose break in service is less than two (2) months, the waiting period for health benefits will be waived and they will be reinstated into the health benefit plan in which they were enrolled prior to their termination.

2.17 **Inactive Status**

When legally applicable, employees who are on leave of absence, work-related or non-work-related, exceeding four months, will be placed on inactive status. During the time the employee is on inactive status, as legally applicable, no benefits (i.e., vacation, sick leave) will be earned and seniority will not continue to accrue. Inactive employees are not paid holiday pay and are not eligible for sick time donations from other employees.

	LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT EMPLOYEE HANDBOOK	Section 3.0
		Revision Date November-20162023
COMPENSATION		

3.1 Hours of Work

- 3.1.1** The workweek is a seven (7) day work period, which will begin at 12:00 a.m. Saturday and will end the following Friday at 11:59 p.m. However, all employees working a 9/80 work schedule will have an FLSA work week (in accordance with 29 C.F.R. sec 778.105) which begins four hours after the start time of the day of the week which constitutes the employee's alternating regular day off. The workweek will end exactly 168 hours later. Any employee converting to a 9/80 alternative schedule or changing their work week will need to do so at the beginning of the pay period. The pay period is a fourteen (14) day work period which will begin at 12:00 a.m. Saturday and will end the following Friday at 11:59 p.m. and payday will be the second (2nd) Wednesday following the end of each and every pay period. Employees required by the nature of their job to work a period of time greater than that defined herein will be compensated for hours in excess of the full-time work week on the basis of, and in accordance with, the provisions set forth herein relating to overtime, unless otherwise provided herein.
- 3.1.2** The General Manager will authorize regular working schedules for all employees based upon recommendations submitted by Department Managers. The General Manager may alter employee schedules from time to time as the needs of the Department may require (e.g., switching from 9/80's to ~~84/1080's~~), and upon the recommendation of the Department ~~Head~~Manager. Schedule changes must be in keeping with the intent of any applicable MOU.
- 3.1.3** The District office is open for business between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday, excluding District Holidays.
- 3.1.4** Normal ~~work shifts for the Operations and Maintenance Department staff~~ work shifts ~~is are~~ are ~~from between the hours of 7:00~~ 6:30 a.m. ~~and to~~ to 5:30 p.m. ~~Operations Maintenance and Operations~~ Department crews are subject to working shifts that include weekend coverage.
- 3.1.5** Your Supervisor will assign your individual work schedule. All employees are expected to be at their desks or workstations or in their work areas at the start of their scheduled shifts, ready to perform their work.

3.1.6 Exchanging work schedules with other employees is discouraged and subject to Supervisor approval. However, if it is necessary to exchange schedules, notify your Supervisor who may authorize an exchange if possible. Work schedule exchanges may not be approved for mere convenience or if the exchange may result in disruption of or interference with normal operations or may result in excessive overtime.

3.1.7 Exempt employees are not eligible for overtime compensation.

3.2 Meal and Rest Periods

~~3.2.1 Operations and Maintenance e~~ Employees are provided with a one-half (1/2) hour unpaid meal period, to be taken approximately in the middle of the workday, as scheduled by an employee's Supervisor.

~~3.2.2 Administration employees are provided with a one-half (1/2) hour unpaid meal period, to be taken approximately in the middle of the workday, as scheduled by an employee's Supervisor.~~

~~3.2.3~~ Employees are provided two (2) fifteen-minute paid rest periods; one for every four hours of work or major portion thereof. An employee's Supervisor will schedule one break period in the morning, and another in the afternoon.

~~3.2.4~~ You are expected to observe your assigned working hours and the time allowed for meal and rest periods. Do not leave the premises or your work site during your rest period and do not take more than fifteen-minutes for each rest period. You may leave the premises or your work site on your meal period, but may not take more than the total time allotted for your meal period.

3.3 Time-Keeping Requirements

All employees are required to record time worked into the ~~assigned computer program~~ District's designated time keeping system for payroll purposes. Employees must record their own time at the start and at the end of each work period, and for overtime worked. Employees also must record their time whenever they leave their assigned work area for any reason other than the District's business, including for their unpaid meal periods. Falsifying information on a timecard or timesheet will result in discipline, up to and including termination.

3.4 On-Call Procedures for Union Bargaining Unit Employees

~~3.4.1 One Field Operations employee and one Operations employee will be placed on on-call status during all unmanned hours for their respective Departments. The Field Operations employee will be responsible to go on-call at the end of the work day during the workweek (Monday – Friday). Weekends will remain status quo (24-hours a day). Any future changes to this will be subject to meet and confer~~ On-call procedures for Union Bargaining Unit Employees are described in the Union MOU.

- ~~3.4.2~~ ~~The employee on-call~~ Employees will be eligible for on-call after working in their department for one year and must, in the determination of his/her/their Department ~~Manager~~Head, be qualified to perform all essential emergency responses for his/her/their Department.
- 3.4.3 The primary employee on-call must provide the initial physical response to an emergency call-out for his/her/their Department.
- ~~3.4.4~~ ~~The employee on-call is not required to remain on the District's premises. However he/she must remain within thirty (30) minutes travel time away from the employee's regular assigned facility.~~
- ~~3.4.5~~4 The employee on-call is free to engage in his/her/their own pursuits, but is responsible for remaining constantly available for communication by the District. Employees on-call who are not available or responsive to calls are subject to disciplinary action.
- ~~3.4.6~~5 During the period of time an employee is on-call he/she/they will comply with the District's substance use policies and will not consume alcoholic beverages or engage in other substance use or abuse, as precluded therein. Failure to comply with this section may lead to disciplinary action up to and including termination.
- ~~3.4.7~~6 The employee may perform outside activities while on-call, so long as such activities do not interfere with his/her/their ability to immediately respond to a call-out. Employees are allowed de minimis personal use of their District vehicles provided for on-call duties. However, at no time should such use include any non-District employees (including family members). Due to frequent road closures, on-call personnel should consider weather conditions, construction activities and other factors to ensure they can meet the minimum response time. For these reasons, the work vehicle being utilized for on-call should not be taken beyond the range of Cedar Pines Park to Arrowbear without express approval from District management and the on-call Supervisor.
- ~~3.4.8~~7 When an employee is called out on a job assignment, all time worked will be compensated pursuant to the employee's applicable MOU.
- ~~3.4.9~~8 Employees who are serving on-call duty will be subject to disciplinary action if they cannot be located.

3.5 Standby Procedures for Supervisors

- 3.5.1 The Supervisor on-call is free to engage in his/her/their own pursuits, but is responsible for remaining constantly available for communication by the District. Employees on-call who are not available or responsive to calls are subject to disciplinary action.
- 3.5.2 The Supervisor on-call will not provide initial physical response to an emergency call out, but will be available for immediate consultation and will physically respond if deemed necessary.

- 3.5.3 The Supervisor on-call must remain within sixty (60) minutes travel time away from the individual's regularly assigned District facility and immediately available via electronic communication.
- 3.5.4 The Supervisor on-call may travel off the mountain, so long as a sixty (60) minutes travel time away from the individual's assigned District facility is not exceeded.
- 3.5.5 During the period of time an employee is on-call he/shethey will consume no alcoholic beverage or engage in other illegal substance use or abuse. Failure to comply with this section may lead to disciplinary action up to and including termination.
- 3.5.6 A Supervisor will be compensated for being on standby in accordance with the employee's applicable MOU.
- 3.5.7 Supervisors may exchange on-call periods, so long as both parties are in agreement, and the Department Manager and the Union Bargaining Unit Employee on-call are advised.

3.6 Payment of Wages

- 3.6.1 All employees of the District are paid on the second Wednesday following the completion of a two-week pay period. If a regular payday falls on a holiday, employees will be paid on the preceding workday.
- 3.6.2 The District encourages automatic payroll deposit for all employees. Hard copy Ppaychecks are normally available on payday by 9:00 a.m. at the Administrative Office. ~~Employees will receive their payroll checks in a sealed envelope or by direct deposit, if available.~~ If there is an error on your checkpay, please report it immediately to your Supervisor.

3.7 Criteria for Level Advancement

- 3.7.1 A criteria for employees to advance from step to step within a salary grade shall be defined for each position, known as the Criteria for Level Advancement.
- 3.7.2 The Criteria for Level Advancement shall identify for each position the skills, certification, experience and job performance standards, which an employee must meet in order to advance to the next step in a salary grade.
- 3.7.3 The Criteria for Level Advancement shall allow for a single level advancement each year, up to the top level in his/hertheir position, if the General Manager determines that an employee has demonstrated satisfactory job performance that merits such level advancement.
- 3.7.4 The Criteria for Level Advancement shall allow for greater than a single level advancement each year, up to the top level in his/hertheir position, if the General Manager determines that an employee has demonstrated suitable extraordinary job performance to merit such advancement.

- 3.7.5 Each employee eligible for advancement will be evaluated by his/her/their Supervisor annually, by his/her/their anniversary date, to determine if he/she-isthey are qualified for level advancement. Evaluations shall be in writing or input into performance evaluation software, reviewed with the employee and a copy will be provided to the employee.
- 3.7.6 If the employee is qualified for level advancement, upon approval by the General Manager, the employee will receive a level advancement on his/her/their anniversary date.
- 3.7.7 In case of a promotion within the same class, the employee shall be entitled to a minimum of a 5 percent increase if such increase will not result in a salary rate in excess of the top step of the class to which he/she-isthey are promoted. If an employee is promoted from the top of one class to the bottom of the next class, and the promotion would technically result in a decrease in pay, the employee will be entitled to keep his/her/their current salary to ensure there is no decrease in compensation.
- 3.7.8 An employee who is being paid on a salary step higher than the Level “1,” may be reduced by one or more levels on the basis of unsatisfactory work performance as determined in the discretion of the General Manager.
- 3.7.9 An incumbent employee reassigned from his/her/their position to a position with a lower salary grade shall retain his/her/their rate of pay for purposes of merit pay increases, or shall be placed in the level of the lower salary grade closest to his/her/their rate of pay, subject to the discretion of his/her/their Supervisor, Department Manager and/or the General Manager.
- 3.7.10 An employee shall not receive a salary greater than the top step for the position to which he/she-isthey are reassigned.
- 3.7.11 An employee that does not meet the minimum criteria for the position and salary step to which he/she-isthey are reassigned will be provided 18 months to meet such criteria. If after 18 months the employee does not meet the minimum criteria, he/shethey may be terminated at the General Manager’s discretion.

3.8 Overtime/Shift DifferentialEmergency Work

- 3.8.1 Subject to approval by the General Manager and to the following provisions, a Department ManagerHead may prescribe reasonable periods of overtime to meet the operational needs of his/her/their Department. All overtime will be authorized by the employee’s immediate Supervisor, or designee, or if not available, the Department HeadManager.
- 3.8.2 The District will attempt to distribute overtime equally to all qualified and available employees.
- 3.8.3 Overtime is defined as all hours worked in excess of forty (40) hours in one workweek. A workweek is defined in accordance with the employee’s

regular work schedule. Non-exempt employees will receive compensation for overtime as identified below.

- 3.8.4** Employees will be compensated at one and one-half (1.5) times their regular hourly rate for all hours worked in excess of forty (40) hours in a workweek.
- 3.8.5** Hours of unpaid leave will not be considered “hours worked” in determining eligibility for time and one-half compensation.
- 3.8.6** Recognized holidays, scheduled vacation days, paid sick leave and floating holidays will be calculated as time worked in computing overtime.
- 3.8.7** An employee called to work in case of an emergency will be entitled to a minimum of two (2) hours pay for the first call out only. For the remainder of that day, all calls out will be a one (1) hour minimum and all subsequent overtime will be in one (1) hour increments.
- 3.8.8** Union employees will be compensated at two times their regular hourly rate for all overtime hours worked in excess of twelve (12) hours in one work day. The ~~u~~Union employee’s shift starting time will determine the “day” for purposes of overtime eligibility. Union employees will be responsible for notifying their Department ~~Manager~~Head before working more than twelve (12) hours in one day. Union employees working more than twelve (12) hours in one shift will be provided a nutritious meal or meal allowance of Twenty Dollars (\$20.00). The employee’s Supervisor will determine whether to provide the meal or the allowance. Meal allowance will be paid once every two weeks.
- 3.8.9** Union employees working on the seventh consecutive day in a seven-day work week will be compensated at two times their regular hourly rate, after having worked eight hours on that seventh consecutive day.
- 3.8.10** When an employee works an emergency overtime shift and their Supervisor determines that the employee is unable to complete their regular workday, the Supervisor will send an employee home. The employee will be compensated for the balance of the regular workday at regular time. If the employee chooses to go home ~~he/shethey~~ can use vacation or compensatory time to cover the remainder of the shift.
- 3.8.11** The Union and the District will work cooperatively to implement new programs on a pilot basis that will decrease the amount of overtime costs. ~~For example, they will look at decreasing the number of employees on-call.~~

3.9 Pay Differentials

- 3.9.1** Employees who are scheduled to work an adjusted shift, where the shift’s start time is three or more hours before or after that employee’s regularly scheduled start time, will receive an hourly pay premium in an amount equal to five percent (5%) of the employee’s wage rate per hour. ~~So, for~~

~~example, if an employee regularly works 9 a.m. until 5 p.m., that employee will be entitled to a pay differential if the shift changes to 6 a.m. until 2 p.m. (or earlier), or if the shift changes to 12 p.m. to 8 p.m. (or later).~~ A change of only one or two hours will be insufficient for pay differential.

This section does not apply to regularly scheduled shifts, even if those shifts are more than three hours earlier or later than the employee's standard shift. For example, if an employee is typically scheduled to work from 9 to 5 p.m., but once every other week, the employee is required to work late during a Board meeting, that employee will not be provided a pay differential. These shifts will be considered "regularly scheduled".

- 3.9.2 Employees scheduled to work on a graveyard shift (11:00 p.m. to 7:00 a.m.) will receive an hourly pay premium in an amount equal to seven and one-half percent (7.5%) of the employee's wage rate per hour.

3.10 Compensatory Time Off (CTO)

- 3.10.1 Non-exempt employees may elect to take CTO in lieu of cash payment for overtime or on-call work. For overtime worked, CTO is accrued at a rate of one and one-half (1.5) times the actual overtime hours worked. For on-call work, CTO will be equal to on-call pay divided by the employee's regular hourly rate of pay.

- 3.10.2 Maximum CTO accrual will be eighty (80) hours.

3.11 Adverse Conditions Process

- 3.11.1 If an employee is directed by their Supervisor or Department Manager to take time off as a result of adverse conditions (such as inclement weather, power outage, etc.) the time off will be paid for by the District.

- 3.11.2 When an employee requests, and receives approval from their Supervisor or Department Manager for time off due to adverse conditions (such as inclement weather, power outage, etc.) the time off taken by the employee should be coded on their timesheet as "Adverse Conditions" ~~or ACEL~~ and the time will be deducted from the employee's vacation time or CTO.

3.12 Longevity Pay

- 3.12.1 In lieu of additional vacation time-off, for employees that have long standing service with the District, the District will provide Longevity Pay.

- 3.12.2 Longevity pay will be provided annually ~~as follows:~~ on the regular payment cycle following the anniversary dates of hire. ~~E~~employees will be entitled to the following annual payments, at the rate of pay in effect on each respective anniversary date or in accordance with their applicable MOU:

3.12.2.1	Completion of 84 months	1.0 week's pay
3.12.2.2	Completion of 120 months	1.5 week's pay
3.12.2.3	Completion of 180 months	2.0 week's pay

3.12.2.4 Completion of 240 months

2.5 week's pay

3.13 Advances

The District does not permit advances against paychecks or against un-accrued leave time.

3.14 Uniform Allowance

3.14.1 All uniforms and equipment reasonably necessary for the safety of employees will be furnished by the District at its expense. If an employee needs to replace gloves, safety glasses, or back supports, ~~he/she/they~~ must ~~provide~~return the original item provided by the District. Otherwise, it will be assumed that the employee is seeking additional, rather than replacement of these items, and will be done at the employee's expense. If the employee cannot return the original item they should notify their Department Head.

3.14.2 All District personnel required to wear safety toe boots will be reimbursed up to \$150.00 annually or at ~~the De~~Department head~~Manager's~~ discretion. Different departments have different job duties; therefore, the Department ~~Manager~~Head will determine whether the employees' boots shall cover the ankle or not. The boots can be steel or composite toed as long as they meet the most current version of the American National Standard Institutes (ANSI) standard for personal protective footwear. Such boots may only be used for District work.

3.14.3 Winter wear will be issued as needed to employees in the following departments: Operations, Field Operations, Meter ~~Reading~~Technology, Water Conservation, and some Engineering staff at their Department ~~Manager~~Head's discretion. These employees will be free to choose their own winter safety boots and be reimbursed up to \$200.00. Replacement of winter boots will be at the Department ~~Manager~~Head's discretion. Winter boots can be steel or composite toed as long as they meet the most current version of the American National Standard Institutes (ANSI) standard for personal protective footwear. Such boots and winter wear may only be used for District work.

3.15 Educational Incentive

3.15.1 The District encourages employees to take and complete educational courses to develop the employee's capabilities.

3.15.2 The District will reimburse employees for taking educational courses directly related to their District employment in accordance with the following provisions.

3.15.2.1 All requests for educational reimbursement must be approved in advance, before any expenses are incurred by the employee, by the General Manager, in accordance with the ~~Employee Expense Reimbursement~~Purchasing Policy. This reimbursement includes books, courses and course exams.

- 3.15.2.2 The District will deny any request for educational reimbursement that was not approved in advance by the General Manager.
- 3.15.2.3 The District may, at its discretion, approve or deny any advance request for educational reimbursement.
- 3.15.2.4 An advance request for educational reimbursement will be denied if such request exceeds the maximum annual amount budgeted for a position. The District ~~reserves the right to~~ cap the amount granted to any one employee in a budget year at \$1,500.
- 3.15.2.5 Courses taken must be job-related, as determined by the District.
- 3.15.2.6 ~~Courses~~Course shall be taken at an accredited educational institute.
- 3.15.2.7 No more than two courses per semester shall be eligible for reimbursement.
- 3.15.2.8 Prior to receipt of any reimbursement, the employee must submit proof of completion of courses taken indicating a grade of "C" or better along with receipts of all eligible expenses.
- 3.15.2.9 Any reimbursement shall be subject to the current income tax laws with regard to withholding and reporting of income.
- 3.15.2.10 The District ~~will require also reserves the right to place~~ repayment ~~requirements from on~~ employees ~~which who~~ leave District service within four (4) years of this reimbursement. Employees who are involuntarily terminated or retired for disability will not be required to reimburse the District. The reimbursement schedule shall be graduated so that after one year of service, the ~~Employee~~Employee will only be required to pay 75 percent; after two years, 50 percent; and after three years, 25 percent.


3.16 Over Certification Pay

- 3.16.1 The District will provide additional compensation to employees that obtain and maintain certain authorized certifications, which exceed the minimum requirements for an employee's position.
- 3.16.2 Such certification, to be obtained through the SWRCB, DOHS, CWEA or AWWA, must be of the specific type identified in an employee's job description, and must be at a grade higher than that identified as the minimum required for employee's position. In addition, upon written approval from the General Manager, employees will receive over certification pay for certifications which are not contained in the

employee's job description, but are of benefit to the District's goal of a professional labor force focused on the District mission and/or that would qualify the employee for other District employment.

3.16.3 For each authorized certification grade above the minimum required for a position and set forth in the employee's job description, an employee shall receive fifty dollars (\$50) per month additional compensation, up to one hundred fifty dollars (\$150) per month maximum. ~~Union employees: For each authorized certification grade above the minimum required for a position and set forth in an employee's job description, the employee shall receive \$50 per month additional compensation. For each authorized certification grade not set forth in the job description, but approved by the General Manager, the employee shall receive \$25 per month additional compensation. The maximum number of over certification payments that an employee can receive is three. For example, if the employee obtains three over certifications outside the job description, the maximum they could receive a month would be \$75 or if an employee obtains three certifications set forth in the job description, they could receive a maximum of \$150 a month.~~

~~MSCEU employees: For each authorized certification grade above the minimum required for a position, an employee shall receive fifty dollars (\$50) per month additional compensation, up to one hundred fifty dollars (\$150) per month maximum. Union and MSCEU employees may receive a different rate. Please refer to the applicable Union or MSCEU MOU~~

	LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT EMPLOYEE HANDBOOK	Section 4.0
		Revision Date November 2016 2023
BENEFITS		

4.1 General Benefits

- 4.1.1 Employees may receive benefits of economic value in addition to salaries, economic incentives, holidays, vacations, etc. as provided herein.
- 4.1.2 For ~~UWUA-Union~~ Bargaining Unit Employees and members of the MSCEU, said benefits included in their respective MOU with the District are subject to ~~the meeting~~ and ~~conferring process~~ prior to modification. Changes necessitated by law are not subject to the meet and confer process.
- 4.1.3 For unrepresented employees, all said benefits may be modified, revoked, or amended at the District's sole discretion, so long as those benefits continue to comply with the minimum requirements of the Affordable Care Act. An employee's precise benefit entitlement can be found in the various plan documents.
- 4.1.4 The right to jury duty or witness leave, bereavement leave and holiday pay will be afforded upon hire. All other leaves will be afforded pursuant to plan documents in accord with applicable laws, and/or as stated in this Handbook or any applicable MOU.

4.2 Benefit Entitlement and Medical Insurance

- 4.2.1 The requirements for gaining entitlement to District benefits are described in each benefit plan document. The specific provisions for losing entitlement to and ceasing to accrue District benefits are described in each benefit plan document.
- 4.2.2 The District shall make available single party and dependents hospitalization and major medical insurance to all employees and make contributions for each employee in accordance with the current MOU(s) in effect.
- 4.2.3 Employees who provide the District proof of duplicate medical coverage shall receive Two Hundred Dollars (\$200) per month in lieu of the District contribution to medical insurance.

4.2.4 Modifications to the District Employee Medical Plan, including levels of coverage, are subject to negotiation with the respective Bargaining Unit ~~Employees~~ representatives, Union or MSCEU, except where the changes are required by law.

4.2.5 During periods of approved medical leave with pay, the District shall continue to pay its normal contribution for medical insurance for all employees. Refer to Section 4.14.6 for more information on how medical leave may affect benefits.

4.3 Dental Insurance

4.3.1 The District shall make available single party and dependents dental insurance to all employees and make contributions for each employee as identified in the District Employee Dental Plan.

4.3.2 Modifications to the District Employee Dental Plan are subject to negotiations with the respective Bargaining Unit Employee representatives, Union or MSCEU, except where the changes are required by law.

4.4 Vision Insurance

4.4.1 The District shall make available single party and dependents vision insurance to eligible employees.

4.4.2 For Bargaining Unit Employees, modification to the District Employee Vision Plan is subject to negotiations with the respective Bargaining Unit Employee representatives, Union or MSCEU, except where the changes are required by law.

4.4.3 The employee will pay for the entire cost of vision insurance.

4.5 Disability Insurance

4.5.1 The District shall make available short-term and long-term disability insurance to all eligible employees as identified in the Disability Insurance Benefit Plan Documents.

4.5.2 For Bargaining Unit Employees, modification to the District Employee Disability Insurance Plan is subject to negotiations with the respective Bargaining Unit Employee representatives, Union or MSCEU, except where the changes are required by law.

4.5.3 The District will pay for the entire cost of long-term disability insurance, excluding employee optional coverage. ~~e~~Employees are required to participate-mandatory participation in the District provided short term disability coverage which is paid for by the employees through payroll deductions through a standalone disability insurance carrier.

4.6 Life Insurance

4.6.1 ~~For Union Bargaining Unit employees, t~~The District ~~shall~~ provides life insurance equal in value to each employee's annual base salary for all active, permanent employees subject to the policy in effect. ~~This Life insurance~~ increases to twice the value of an employee's annual base salary after any required waiting period.

4.6.2 For MSCEU Bargaining Unit employees the District shall provide life insurance in accordance with their MOU. ~~Currently, this amount is up to two times each employee's base salary.~~ Modification to the District Employee Life Insurance Plan, including levels of coverage, is subject to negotiations with MSCEU Bargaining Unit Employee representatives, except where the changes are required by law.

~~4.6.3 Dependents are not eligible for life insurance.~~

4.6.43 For Union Bargaining Unit Employees, the District shall provide life insurance in accordance with their MOU. ~~M~~modification to the District Employee Life Insurance Plan, including levels of coverage, is subject to negotiations with ~~the respective Union~~ Bargaining Unit Employee representatives, ~~Union or MSCEU,~~ except where the changes are required by law.

4.6.54 The District will pay for the entire cost of life insurance up to the value provided for in the relevant MOUs.

~~4.6.35 Dependents are not eligible for life insurance.~~

4.7 Retirement

4.7.1 The District shall make Social Security payments for employees as required by law.

4.7.2 All full-time employees and part-time employees who work the requisite number of hours/days per fiscal year are enrolled in the California Public Employees' Retirement System (CalPERS) ~~retirement plan.~~

4.7.3 In order to earn entitlement to the ~~District's applicable CalPERS~~ Retirement Plan, a regular employee must ~~become eligible for the District Employee Retirement Plan~~ meet certain eligibility requirements, as identified in the ~~District Employee Retirement applicable CalPERS~~ Plan ~~d~~Documents.

4.7.4 Any employee eligible for retirement and wishing to retire shall notify the General Manager in writing of his/her/their intention to retire at least thirty (30) days prior to the effective date of his/her/their retirement. (Personal emergencies, which may force retirement more abruptly, will not require the thirty (30) day notice.) District employees shall be retired from District service according to ~~the California Public Employees Retirement System Plan (CalPERS).~~ No employee shall be forced to retire if such forced retirement violates the then-existing Federal, State and/or Local

government laws pertaining to the retirement rights of individuals. An employee has the right to retire voluntarily at any time under the provision of the applicable CalPERS District Retirement Plan.

4.8 Deferred Compensation

- 4.8.1 The District shall make available a ~~matching~~-Deferred Compensation benefit to all ~~Union Bargaining Unit active, full-time~~ employees ~~hired prior to October 1, 2012~~ as set forth ~~in the applicable MOU and~~ in the District Deferred Compensation Plan.
- 4.8.2 For Union Bargaining Unit and MSCEU employees ~~hired prior to October 1, 2011~~, the District will make matching deferred compensation contributions as set forth in the applicable MOU ~~and in the District Deferred Compensation Plan~~.
- 4.8.3 Dependents are not eligible for the deferred compensation plan.
- 4.8.4 Eligible income is identified in the deferred compensation plan document. This is based on an employees' annual base salary.
- 4.8.5 An employee may contribute an amount to their ~~ir~~ deferred compensation ~~plan account~~ in excess of the employer's contribution, up to a maximum total deferred compensation amount as allowed by the Internal Revenue Service (IRS).
- 4.8.6 Modification to the District's ~~Employee-Deferred Compensation Benefit benefit Plan~~ is subject to negotiations with the respective Bargaining Unit Employee representatives, Union or MSCEU, except where the changes are required by law.

4.9 Flexible Spending Plan

- 4.9.1 The District shall make available a Flexible Spending Plan benefit to all employees.
- 4.9.2 Flexible spending plan accounts are established by voluntary employee deductions from their wages.
- 4.9.3 Flexible spending plan accounts may be established for the following:
 - 4.9.3.1 Premium payments for the ~~D~~istrict Vision ~~I~~nsurance ~~P~~lan and the employee co-payment for additional long-term disability insurance as allowed by law.
 - 4.9.3.2 Qualified mMedical eExpenses.
 - 4.9.3.3 Qualified dependent care expenses.

4.10 Holidays

4.10.1 All employees of the Lake Arrowhead Community Services District, except as herein noted, shall be entitled to the following holidays:

4.10.1.1 January 1 - New Year's Day

4.10.1.2 Third Monday in January - Martin Luther King Day

4.10.1.3 Third Monday in February – Presidents' Day

4.10.1.4 Last Monday in May - Memorial Day

4.10.1.5 July 4 - Independence Day

4.10.1.6 First Monday in September - Labor Day

4.10.1.7 November 11 – Veterans' Day

4.10.1.8 Fourth Thursday in November - Thanksgiving Day

4.10.1.9 Day after fourth Thursday in November - Thanksgiving Day

4.10.1.10 December 24 - Christmas Eve

4.10.1.11 December 25 - Christmas Day

4.10.1.12 One (1) floating holiday

Note: Departments that have a schedule other than 9/80 may have a separate holiday calendar that will be posted prior to each calendar year.

4.10.2 The specific date of the floating holiday is subject to the approval of the employee's Supervisor. The floating holiday time off will be accrued on January 1 of each year.

4.10.3 When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed.

4.10.4 If an employee actually works on a holiday day, ~~he/she/they~~ shall be paid ~~his/her/their~~ straight time hourly rate of pay for the scheduled hours worked, plus one and one-half (1.5) times ~~his/her/their~~ straight time hourly rate of pay for the hours actually worked.

4.10.5 On a holiday the employee shall be paid at ~~his/her/their~~ straight time hourly rate of pay for the hours the employee would normally have been scheduled to work, up to ten (10) hours.

4.10.6 When a holiday falls on an employee's regularly scheduled day off, the employee shall take ~~his/her/their~~ regularly scheduled amount of time off

(up to ten (10) hours) on a scheduled workday (within the same pay period of the holiday), subject to the approval of the employee's Department ManagerHead. If conducive to operations, the Department ManagerHead may allow comp time to be accrued in place thereof.

4.11 Vacations

4.11.1 Accrual. Each employee shall accrue vacation leave with pay based on months of service, as follows:

4.11.1.1 0-60 Months: 6.67 hours per month

4.11.1.2 61-120 Months: 10.00 hours per month

4.11.1.3 121 Months or more: 13.33 hours per month

4.11.2 Scheduling. The arranging of a vacation schedule shall be the responsibility of the Department ManagerHead, primarily with particular regard for the needs of the District, and secondly, insofar as possible, with the wishes of the employee. An employee shall request authorization for a vacation at least two (2) weeks prior to the commencement of the leave, and in accordance with other leave use requirements. If the employee does not have sufficient time accrued, the vacation leave authorization will be rescinded, reduced, or leave without pay will be authorized at the District's discretion.

4.11.3 Cancellation of Denial of Vacation/Leave. If circumstances warrant, the District may, at its discretion, cancel or deny previously authorized vacation and comp time leaves.

4.11.4 Unused Accrual. An incumbent who separates from the service of the District shall receive payment for unused vacation leave which ~~he/she~~ has they have accrued as of the date of separation.

4.11.5 Maximum Accrual. The maximum amount at any time of vacation leave shall be one year's accrual. Maximum accrual for Union Bargaining Unit employees, ~~unrepresented employees~~ and MSCEU employees shall be defined in their respective MOU. Once the cap on accrual is reached, no further vacation will accrue until some vacation time is used. When some vacation time is used, vacation compensation will begin to accrue again. No retroactive grant of vacation will be made for the time period in which vacation compensation was at the cap. However, for MSCEU employees, retroactive payment of missed vacation accrual will be made for the time period in which vacation compensation was at the cap, if determined by the General Manager that the missed vacation was for the benefit of the District.

4.11.6 Vacation Leave Cash Out. Once per year, an employee may request to convert up to a maximum of 50% of ~~his/her~~ their respective annual vacation leave accrual to receive a cash payment at ~~his/her~~ their current rate of pay, provided that ~~he/she~~ has they have utilized at least 50% of ~~his/her~~ their

respective annual vacation leave accrual during the previous 12-month period.

5.11.6.1 This benefit ~~is~~ may only be available to ~~exempt certain eligible employees who have completed a minimum of 36 months of service with the District.~~ See the Vacation Leave Cash Out Policy for more information.

4.12 Safety Incentive

4.12.1 **Accrual.** Each Department can earn Safety Incentive awards quarterly up to the following amount in the form of additional Floating Holiday hours:

Field Operations, Water Operations (Bernina), Wastewater Operations (Grass Valley), ~~Operations (Mechanical Maintenance Operations)~~, Water Conservation, and Meter Reading Technology

1st quarter – January 1 – March 31 = Earn 4 hours

2nd quarter – April 1 – June 30 = Earn 4 hours

3rd quarter – July 1 – September 30 = Earn 4 hours

4th quarter – October 1 – December 31 = Earn 4 hours

Administration, Human Resources, Customer Service, Finance and Engineering

1st quarter – January 1 – March 31 = Earn 3 hours

2nd quarter – April 1 – June 30 = Earn 3 hours

3rd quarter – July 1 – September 30 = Earn 3 hours

4th quarter – October 1 – December 31 = Earn 3 hours

The accrual will be shown on your paycheck as ~~Safety/Floater Leave~~ Floating Holiday shortly after the end of the quarter.

4.12.2 **Eligibility.** ~~If an accident occurs in your Department anytime during the quarter, your Department is not eligible to earn any awards during that quarter. Only accidents that are “time lost” from work or safety violations will disqualify your Department for any given quarter. Refer to the most recent Safety Incentive Program Policy document for more details regarding eligibility.~~

4.13 Sick Leave

4.13.1 **Accrual** Paid sick leave shall be accrued at the rate of eight (8) hours per month. The amount of accrued sick leave will be reflected on the employee’s paystub each pay period.

4.13.2 **General Requirements** Accrued sick leave may be used in the event of the occurrence of one of the following circumstances set out below. Sick leave is a benefit the District provides to its employees in order for employees to continue to receive pay while they are out due to an illness or injury. Active eEmployees must be on paid leave from the District (such

as paid medical (sick) leave or paid vacation) in order for other benefits, such as vacation, medical and life insurance, to continue. While on unpaid leave, will only provide the benefits will only continuing in accordance with existing laws.

4.13.3 Employees may use sick leave for time off due to an employee's medical condition as well as other situations as follows:

4.13.3.1 Time off due to the employee's attending to an ill or injured family member. A "family member" for these purposes is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a 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), a spouse or registered domestic partner, a grandparent, grandchild, ~~and~~ sibling, designated person, or other family member as defined by law.

4.13.3.2 Time off for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

4.13.3.3 Time off due to being subject to declared quarantine, or being exposed to a contagious disease, which would endanger the health of other employees, as determined by a doctor.

4.13.3.4 To attend legal proceedings, or to obtain medical treatment, counseling or other victims' services for domestic violence, sexual assault, or stalking.

4.13.3.5 A comparable incident as so determined by the General Manager.

4.13.4 Sick Leave Use Notification and Authorization

4.13.4.1 Unplanned Use of Sick Leave for Illness/Injury. If an employee needs to utilize sick leave because of an unforeseeable injury or illness, the employee must personally notify his/her/their Supervisor as soon as practicable.

4.13.4.2 Planned Use of Sick Leave for a Medical Appointment or Other Pre-Scheduled Purpose (E.g., Proceeding Re: Domestic Violence/Sexual Assault/Stalking). If an employee plans to use sick leave for a planned medical appointment or other pre-scheduled purpose, the employee must provide reasonable advanced notice.

4.13.5 Abuse

4.13.5.1—The use of sick leave in a manner inconsistent with applicable provisions of the Employee Handbook is not permitted. Misuse of sick leave, including inappropriate patterns of sick leave usage, shall be cause for disciplinary action, up to and including termination. Employees that abuse sick leave not only disrupt the workload of fellow employees in a negative way but they also put themselves at risk of losing medical insurance should an emergency arise which places the employee away from work for a longer period than the medical (sick) leave that is available. While in some instances, the District has allowed for fellow employees to contribute time to other active employees that are out for a major life threatening illness, donation of the time is voluntary and employees cannot rely on this.

4.13.6 Other Sick Leave Use Provisions

4.13.6.1 If an employee develops a medical condition while on other paid leave, that time can be converted to sick leave.

4.13.6.2 If sufficient accrued sick leave is not available, the employee will be given time off without pay, unless other arrangements have been made with the District, and authorized by the General Manager.

4.13.6.3 If a law or regulation provides for greater accrual or use of sick days, the law, regulation or policy with the greater protection may apply. For questions regarding the interplay between your entitlement to leave under other laws or regulations and your entitlement to sick leave, please contact the Human Resources Manager.

4.13.7 Partial Day. Whenever any portion of a work day is taken as sick leave, the amount of sick leave used shall be equal to the actual time off taken, rounded to the nearest one quarter (1/4) hour.

4.13.8 Maximum Accrual. The maximum accrued sick leave shall be two thousand (2,000) hours. Once this cap is reached, no further sick leave shall accrue until some is used. When some leave time is used, accrual shall begin again.

4.13.9 Unused Sick Leave. In the event an employee does not use all sick leave accrued during their service with the District, the employee will be reimbursed upon separation based upon their months of service, as follows:

4.13.9.1 61-120 Months 20% of time accrued

4.13.9.2 121-180 Months 35% of time accrued

4.13.9.3 181-240 Months 50% of time accrued

4.13.9.4 241 Months or more 65% of time accrued

4.14 Medical Leave Under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)

4.14.1 Eligibility

To be eligible for medical leave under the FMLA and CFRA, an employee must have:

- ~~(1)~~ (1) have worked for the District for at least twelve months prior to the date on which the leave is to commence; and
- ~~(1)~~ (2) ~~(2)~~ have worked at least 1,250 hours in the twelve (12) months preceding the leave.

4.14.2 Permissible Uses

FMLA and/or CFRA mMedical leave may be requested for:

- ~~— (1) the birth or adoption of an employee's child; (2)~~
- ~~— (3) the placement of a foster child with the employee; or (3)~~
- ~~— (4) the serious health condition of an employee's child, registered domestic partner, spouse, or parent~~ family member as defined by law; or (4)
- an An employee's own serious health condition. The birth or adoption of a child by the employee or placement of a child in foster care with the employee (all family leave taken for one of these purposes must be concluded within one year of the event);
- To care for the employee's child (under 18 or over 18 if incapable of self-care), parent, or spouse of the employee with a serious health condition;
- For an employee's own serious health condition which makes the employee unable to perform any of the essential functions of the employee's position; or
- For a qualifying military exigency related to active military duty of an employee's spouse, child, or parent in the United State Armed Forces.
- To provide care for a spouse, son, daughter, parent, or "next of kin" who is a member of the United States Armed Forces and who has incurred a serious injury or illness in the line of duty;
- To care for or bond with a newborn child or newly placed foster or adopted child of the employee's domestic partner;
- To care for a child of any age, grandparent, grandchild, sibling, domestic partner, or domestic partner's child of any age who has a serious health condition;
- To care for a "designated person" who has a serious health condition; for purposes of this policy, "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify the designated person at the time the employee requests leave. The District limits an employee to one designated person per 12-month period for family care and medical leave.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care

facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

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

4.14.3 Substitution of Paid Leave

Employees are required to substitute accrued sick time, vacation time, and other paid personal leave ~~(except sick leave)~~ for all FMLA and CFRA medical leaves. ~~Employees are required to substitute sick leave only for the employee's own medical leaves.~~ Employees may elect to substitute sick leave to attend to an illness of a ~~child, parent, spouse or domestic partner of the employee~~ family member as required by law.

4.14.4 Amount of FMLA and/or CFRA Leave

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of medical leave in a rolling 12-month period measured backwards from the date the employee's leave commences.

Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly the District's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Exigency leave also may be taken intermittently or on a reduced schedule.

4.14.5 Leave's Effect on Pay

Except to the extent that other paid leave is substituted, medical leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to coverage under the District Employee Disability Insurance Plan when leave is taking for their own serious health condition.

4.14.6 Leave's Effect on Benefits

During an active employee's medical leave, the District will continue to pay for the employee's participation in the District's group health plans and other

benefit plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Thus, the employee must continue to pay ~~his or her~~their share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

If the employee fails to pay ~~his or her~~their share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, the District can recover any health plan premiums paid by the District on the employee's behalf during any periods of the leave.

~~Active e~~Employees on medical leave accrue employment benefits such as sick leave, vacation benefits, or seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Use of FMLA or CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

4.14.7 Application for Leave

In all cases, an employee requesting FMLA or CFRA leave must complete the "Leave of Absence Request" form and return it to Human Resources. The completed request form should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the District if the requested leave is for a reason for which FMLA or CFRA leave was previously taken or certified.

4.14.8 Notice of Leave

Employees must notify the District of their request for FMLA or CFRA leave as soon as they are aware of the need for such leave. For foreseeable FMLA or CFRA leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. If the FMLA or CFRA leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to

schedule such treatment so as to avoid unduly disrupting District operations, and may be requested to reschedule the treatment so as to minimize disruption of the District's business.

4.14.9 Certification of Leave

The Leave of Absence Request form based on the serious health condition of the employee or the employee's spouse, child, ~~or~~ parent, or other qualified family member, must accompany a "Medical Certification" completed by the applicable health care provider. The medical certification for leave for the employee's own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved. The medical certification for a family member or designated person (as defined above) with a serious health condition must state (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the District's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts.

The Leave of Absence form and Medical Certification must be obtained from Human Resources.

4.14.10 Return from Leave

Where the FMLA or CFRA leave is for the employee's own serious health condition, the District requires employees to provide medical certification that he or she is/they are fit for duty and able to return to work. The District may delay restoring the employee to employment or terminate the employee without such certificate. If an employee wishes to return to work prior to the expiration date of a family or medical leave of absence, notification of the intended date of return and the certification must be given to the employee's Supervisor at least five (5) days prior to the employee's planned return.

Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law.

The District may deny reinstatement after FMLA leave to key employees who are among the highest paid ten percent of all employees employed by the District within 75 miles of the employees' worksite and whose reinstatement would cause substantial and grievous economic injury to the District's operations. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. The District will comply with all applicable laws pertaining to reinstatement of employees, including where required, the reasonable accommodation of employees who have been on an approved leave.

The District complies with applicable medical leave laws. Under the FMLA and CFRA it is unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under the FMLA or CFRA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or CFRA or for involvement in any proceeding under or relating to the FMLA or CFRA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA or CFRA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. If you have questions, or would like further clarification about your rights under the FMLA or other types of leave, please contact the Human Resources Department.

4.14.11 Extension of Medical Leave

An employee who requests an extension of family or medical leave due to the continuation, recurrence or onset of his/hers/their own serious health condition, or of the serious health condition of the employee's spouse, domestic partner, child, ~~or~~ parent or other qualified family member must submit a request for extension, in writing, to the employee's immediate Supervisor and provide medical certification. This written request should be made as soon as the employee realizes that he/she/they will not be able to return to work at the expiration of the leave period.

Following exhaustion of statutorily protected medical leave, an additional medical leave of absence may be granted for non-work-related medical disabilities with a physician's written certificate of disability. Extended medical leave will be considered on a case-by-case basis, consistent with the District's obligations under federal and state disability laws. During such leave, the District may fill the employee's position.

Employees should request any leave in writing as far in advance as possible. If the employee is granted a medical leave, the employee may use accumulated paid sick leave, and when sick leave is exhausted, the employee may also use any paid vacation time previously accrued. While an employee is on an extended medical leave, they will not continue to accrue vacation or sick leave and are not eligible for holiday pay.

A medical leave begins on the first day the physician certifies that the employee is unable to work and ends when the physician certifies the

employee can return to work. Employees should submit medical documentation supporting this leave which includes the date the employee was disabled and the estimated date the employee will be able to return to work. An employee returning from a medical disability leave may be asked to present a medical certificate declaring fitness to return to work.

If returning from a non-work-related medical leave, the employee will be offered the same position held at the time the leave began, if available. If the former position is not available, a comparable position will be offered if available. If neither the same nor a comparable position is available, the employee's return to work will depend on job openings existing at the time of the scheduled return and the employee's qualifications for existing openings. Except as otherwise required by law, the District makes no guarantees of reinstatement.

4.15 Pregnancy Disability Leave and Baby Bonding

Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave (PDL). Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the District with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties, if she so requests, if the transfer request is supported by proper medical certification, and if the transfer can be reasonably accommodated.

- 4.15.1** PDL is for any period(s) of actual disability caused by your pregnancy, childbirth, or related medical conditions, up to four months (the working days you normally would work in one-third of a year or ~~17.4~~^{17.3} weeks) per pregnancy.
- 4.15.2** The PDL need not be taken in one continuous period of time but can be taken on an as-needed basis.
- 4.15.3** Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- 4.15.4** An employee taking pregnancy-related disability leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. The substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.
- 4.15.5** During an employee's PDL, the District will continue to pay for the employee's participation in the District's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. The employee will have the opportunity to apply

for coverage under the District Employee Disability Insurance Plan. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

4.15.6 Employees on Pregnancy-Disability leave will accrue employment benefits, such as sick leave, vacation leave, and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. The District is generally required to treat an employee's pregnancy disability the same as we treat other disabilities of similarly situated employees.

4.15.7 Employees may be required to obtain a certification from their health care provider documenting their pregnancy disability or the medical advisability of a transfer. The certification should include:

4.15.7.1 The date on which the employee became disabled due to pregnancy or the date of the medical advisability for the transfer;

4.15.7.2 The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer, and

4.15.7.3 A statement that, due to the pregnancy disability: (1) The employee is unable to work at all; or (2) The employee is unable to perform one or more of the essential functions of her position without undue risk to herself or the successful completion of her pregnancy, or to other persons, or (3) The transfer is medically advisable.

4.15.8 During an employee's pregnancy disability leave, the employee may be eligible for ~~state~~-disability insurance payments, intended to provide income continuation during ~~your~~-their absence. The District will coordinate payment of available sick leave and ~~/or at the employee's option,~~ vacation time up to a maximum equivalent to the wage the employee was receiving when the leave began.

4.15.9 PDL and CFRA do not run concurrently. Employees who are eligible for both PDL and CFRA leave within a twelve (12) month period in accordance with the applicable law will have a right to both a pregnancy disability and parental leave of absence, not to exceed seven (7) months (four calendar months plus twelve weeks, provided the employee remains actually disabled for the four months of PDL) with the right to return to the same department and classification.

4.15.10 If an employee is eligible for FMLA and/or CFRA, the employee may take up to 12 weeks of unpaid, job protected leave to bond with a newborn, or child placed with employee for adoption or foster care. This protected time provides Child Bonding Leave for both parents. Child Bonding leave must be taken within one year of the child's birth, adoption, or foster care placement. Employees are required to provide reasonable documentation of a family relationship following the applicable law. An employee may take

bonding leave in separate 2-week blocks. On occasion, an employee may take leave in smaller increments of time.

4.16 Pregnancy Workers Fairness Act Policy

As required by the Federal Pregnant Workers Fairness Act (PWFA), the District will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth or related medical conditions, unless the accommodation will cause undue hardship to the District's operations.

4.16.1 An employee or applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to Human Resources. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation. Upon receipt of a request for accommodation, Human Resources will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship. The reasonableness of each accommodation request will be individually assessed.

4.16.2 An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, the District will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

4.16.3 The District prohibits any retaliation, harassment or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

4.167 Workers' Compensation

4.167.1 The District, in accordance with State law, provides insurance coverage to employees in case of work-related injury. The worker's compensation benefits provided to injured employees may include:

4.167.1.1 Medical care.

4.167.1.2 Cash benefits, tax free, to replace lost wages.

4.167.1.3 Vocational rehabilitation to help qualified injured employees return to suitable employment.

4.167.2 To ensure that you receive any worker's compensation benefits to which you may be entitled, you will need to:

- 4.167.2.1 Immediately report any work-related injury to your Supervisor and/or Human Resources.
 - 4.167.2.2 Seek medical treatment and follow-up care if required from the District's designated physician, as required by law, unless an employee has a pre-designated physician.
 - 4.167.2.3 Complete a written Employer's Claim Form (DWC Form 1) and return it to the District.
 - 4.167.2.4 Provide the District with certification from your health care provider regarding the need for worker's compensation disability leave and your ability to return to work from the leave.
- 4.167.3 Subject to certain conditions, you may choose to use accrued paid leave (such as sick time or vacation time) to supplement worker's compensation wage benefits in order to make up the difference between the worker's compensation wage benefit and your normal paycheck.
- 4.167.3.1 If an employee is injured on the job, the District will debit the disabled employee's sick leave accrual in the actual amount that would offset the differential between the disability rate computed by Workers' Compensation and the daily base pay of said employee for purposes of realizing benefits under this section.
 - 4.167.3.2 ~~Copies-Amounts~~ of Workers' Compensation ~~checks-payments~~ shall be provided to the District. The District shall thereupon, with the next payroll run, ~~issue a check~~ adjust the employee's pay for the difference, up to the employee's full base salary using any accrued sick leave, vacation, comp time, or floating holiday time.
- 4.167.4 Subject to certain conditions, the District will continue to provide insurance benefits during the worker's compensation leave.
- 4.167.5 Subject to certain conditions, the District will allow time on worker's compensation leave to be used for computing seniority and benefits such as vacation or holidays.
- 4.167.6 Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a worker's compensation leave, the employee will be reinstated to his/her/their former position (or equivalent), provided such a job would still be available had they not taken a leave.
- 4.167.7 An employee returning from a worker's compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

- 4.167.8** If the employee on worker's compensation leave would have been laid off, consistent with the provisions of this Handbook or the applicable MOU, had ~~he/she~~they not gone on leave or to avoid undermining the District's ability to operate safely and efficiently during the leave, and there are no equivalent or comparable positions available, then the employee will not be entitled to reinstatement.
- 4.167.9** If the same position is not available, an employee's return to work will depend on job openings existing at the time of ~~his/her~~their scheduled return. An employee's return will depend on ~~his/her~~their qualifications for any existing openings.
- 4.167.10** If, after returning from a worker's compensation disability leave, an employee is unable to perform the essential functions of ~~his/her~~their job because of a physical or mental disability, the District's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act (ADA) and FEHA.

4.178 Recreational Activities and Programs

The District or its insurer will not be liable for the payment of worker's compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties, does not occur on District property and does not occur during an employee's working hours.

4.189 Return to Work Policy

The District has a Return to Work Program that is intended to bring employees back to work as soon as they are physically able to perform the essential requirements of their position. This program is consistent with the District's obligations under state and federal law concerning disabilities.

4.189.1 Return to Work Medical Form. Following an injury or illness which may have an impact on an employee's ability to perform the essential physical requirements of ~~his/her~~their position, whether work related or not, an employee will be required to provide a medical return to work form identifying any physical restrictions. This requirement will only apply when an employee is utilizing ~~unpaid-protected~~ leave, ~~FMLA, CFRA, PDL~~ and/or Worker's Compensation Leave. It does not apply when an employee is solely using their accrued sick leave.

4.189.2 Reasonable Accommodations. As an equal opportunity employer, the District will provide reasonable accommodations to any employee with a temporary or permanent disability, so long as that reasonable accommodation allows the employee to perform the essential functions of their job without placing an undue burden on the District. The District will always first try and accommodate an employee in their own position in lieu of creating a temporary position, ~~as set forth below.~~ An accommodation may include transitional work with is a temporary, modified or alternate work typically not exceeding 90 days.

4.189.3 Temporary Disability, Less Than 45-Day Disability. If the physical restrictions are, in the opinion of the attending physician, temporary in nature, and the employee is anticipated to make a full recovery within a forty-five (45) day period or less, the District may at its discretion attempt to find a temporary assignment for an employee providing the following conditions are met:

4.189.3.1 The physical requirements for the temporary work do not exceed the medical restriction.

4.189.3.2 The work to be performed is within the job description for the employee's position.

4.189.3.3 The job to be performed is within the qualifications and ability of the employee.

4.189.3.4 The temporary work is specifically defined, including tasks to be accomplished and the time frame for accomplishing such work is clearly identified.

4.189.3.5 The temporary assignment does not exceed forty-five (45) calendar days in length.

4.189.4 Temporary Disability, Greater Than 45-Day Disability. If the physical restrictions are, in the opinion of the attending physician temporary in nature, and the employee is anticipated to make a full recovery in a time frame greater than forty-five (45) days, the District will not provide a temporary assignment, except as required by applicable law.

4.189.5 Permanent Disability. If the physical restrictions are, in the opinion of the attending physician, permanent in nature, and physical restrictions are such that an employee is unable to perform the essential physical requirements for ~~his/her~~their position, the District will attempt to accommodate the physical restrictions in accordance with the requirements of the law. However, if the District cannot accommodate the physical restriction through reasonable accommodations pursuant to California law, then the employee will be medically retired or terminated, as allowed by law.

4.1920 Bereavement Leave

4.1920.1 When an employee is compelled to be absent from duty by reason of the death of a member of ~~his/her~~their immediate family, such employee shall be granted five (5) working days of bereavement leave, three (3) of which will be working days of bereavement leave, with pay, and two (2) of which will be without pay. For purposes of this bereavement leave section, immediate family shall refer to parents, step-parents, parents-in-law, children, step-children, spouses, registered domestic partners, siblings, siblings-in-law, grandparents, step-grandparents and grandparents-in-law.

- 4.1920.2 If an employee must travel in excess of five hundred (500) miles to attend funeral services, five (5) working days of bereavement leave, with pay, shall be granted.
- 4.1920.3 Absence from duty in excess of the number of days authorized by this section, or absence from duty to attend the funeral services of one not a member of the employee's immediate family, shall be chargeable to accrued vacation leave, or may be taken as a leave of absence, subject to the approval of the General Manager.
- 4.1920.4 No more than ten (10) bereavement days will be granted in a twelve (12) month period, unless authorized by the General Manager. The District may require the employee to provide proof of death.

4.201 Military Leave

4.201.1 Employees who wish to serve in the military and take military leave should contact the District for information about their rights before and after such leave.

4.201.2 **An employee is entitled to reinstatement upon completion of military service provided the employee returns or applies for reinstatement within the time allowed by law. The District provides military leave and compensation as required by applicable law including, but not limited to, California Military and Veterans Code and the Uniformed Services Employment and Reemployment Act (USERRA).**~~4.20.3 In addition to the basic FMLA/CFRA leave entitlement described above in section 5.154.14, an eligible employee who is the spouse, son, daughter, parent or "next of kin" of a covered servicemember is entitled to take up to 26 weeks of leave during a 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.~~

~~An employee is also eligible for up to 12 weeks of FMLA leave because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty (or has been notified of an impending call or order to **active duty** active-duty status in the National Guard or Reserves in support of contingency operations). This (counts toward FMLA leave entitlement only).~~

4.20.4 ~~A "**covered servicemember**" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. A member of the Armed Forces would have a serious injury or illness if he/she ~~they~~ has ~~have~~ incurred an injury or illness in the line of duty while~~

on active duty in the Armed Forces provided that the injury or illness may render the servicemember medically unfit to perform duties of the member's office, grade, rank or rating.

~~4.20.5~~ ~~“Son or daughter on active duty or call to active duty active-duty status”~~ means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to ~~active-duty active-duty~~ status, and who is of any age.

~~4.20.6~~ ~~“Son or daughter of a covered servicemember”~~ means the servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the servicemember stood in loco parentis, and who is of any age.

~~4.20.7~~ ~~“Parent of a covered servicemember”~~ means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

~~4.20.8~~ ~~“Next of kin of a covered servicemember”~~ means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin

4.22 Military Spouse Leave

4.22.1 Qualified California employees will be given up to 10 days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

4.22.2 Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the

Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

4.22.3 Qualified employees who wish to request this leave must provide a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation certifying that the military member will be on military leave from deployment.

4.21321 **Jury Duty or Witness Leave**

4.213.1 Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties, up to a maximum of fifteen (15) calendar days during any twelve (12) month period, provided the employee remits to the District all fees received for such duties, other than mileage or subsistence allowances, within thirty (30) days from the termination of ~~his/her~~their jury service. With that understanding established at the outset of the trial, if a trial should subsequently last longer than the anticipated fifteen (15) days, the employee will not be penalized for the extension. The unanticipated extended time will be paid by the District.

4.213.2 Employees who are subpoenaed to appear as witnesses on behalf of the State of California or any of its agencies may be granted leaves of absence, with pay, from their assigned duties until released, subject to the approval of the General Manager. The employee shall remit all fees received for such appearance to the District within thirty (30) days from the termination of ~~his/her~~their services. Compensation for mileage and subsistence allowances shall not be considered as a fee and shall be retained by the employee.

4.24 **Leave Related to Domestic Violence, Sexual Assault, or Stalking**

4.24.1 The District will provide time off to an employee who has been the victim of domestic violence, sexual assault or stalking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. The District requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide the District with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor. Up to two (2) hours' time off will be granted to any employee who, as a result of the length of their work shift, does not have sufficient time to vote in a statewide election. The time must be taken at either the beginning or the end of the shift.

4.24.2 Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the sick leave policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time.

4.24.3 The District prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy.

4.25 Crime Victim's Leave

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

4.25.2 No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.

4.26 Leave for Organ and Bone Marrow Donation

4.26.1 The District will grant an employee the following leaves of absence:

Bone Marrow Donation: A paid leave of absence of up to five business days in anyone-year period for the purpose of donating the employee's bone marrow to another person.

Organ Donation:

- A paid leave of absence of up to 30 business days in any one-year period for the purpose of the employee donating the employee's organ to another person.
- An additional unpaid leave of absence, not exceeding 30 business days in a one-year period, for the purpose of the employee donating the employee's organ to another person.

4.26.2 For leaves of absence under this policy that are paid, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five days of such paid sick or vacation time for a

bone marrow donation and up to two weeks of sick or vacation time for organ donation.

4.26.3 In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to Human Resources that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

4.26.4 Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, The District will maintain and pay for coverage under any group health plan, for the full duration of this leave.

4.26.5 Leave provided under this policy may be taken in one or more periods. Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal FMLA or CFRA.

4.26.6 Upon expiration of a leave of absence authorized by this policy, the District will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The District may decline to restore an employee because of reasons unrelated to the employee's exercise of rights under this policy.

4.22722 Time Off for Voting

4.227.1 Up to two (2) hours' time off will be granted to any employee who, as a result of the length of ~~his/her~~their work shift, does not have sufficient time to vote in a statewide election. The time must be taken at either the beginning or the end of the shift.

4.227.2 To be eligible, written notices must be received by the Department ~~Manager~~Head two (2) full working days prior to the election, and evidence of voting must be submitted.

4.238 School and Child Care Activities

4.238.1 ~~Employees are encouraged to participate in the school activities of their child(ren). For school visits, up to four (4) hours without pay annually per child will be granted, not to exceed eight (8) hours in any calendar month of the year. Written notice shall be provided at least two (2) working days in advance. School visits will be granted in full compliance with applicable State and Federal law. The District will not discriminate against and will permit an employee who is a parent, guardian, grandparent, stepparent, foster parent, or person standing in loco parentis to a child, time off for the purpose of finding, enrolling, or re-enrolling a child in a school (for kindergarten or grades 1-12) or with a licensed child care provider, or participating in activities of the school or provider. Employees may take up to forty (40) hours a year or eight (8) hours a month of unpaid leave for this purpose. Employees must give at least two (2) working days' notice of~~

the need to take school visitation leave. If the District employs more than one parent of a child subject to this policy, leave may be granted only to the parent who first gave notice.

- 4.238.2 Employees must use vacation or comp time leave in order to receive compensation for this time off.

4.29 School Appearance Leave

- 4.29.1 An employee who is a guardian or parent of a child who has been suspended from school will be allowed to take unpaid time off to appear at the school in connection with that suspension. Vacation or comp time may be used for this purpose. Employees are required to give the District written notice or certification from the school of their need to take time off.

4.243024 Volunteer Firefighters


- 4.2430.1 Unpaid leave shall be granted to employees taking time off to perform emergency duty as a volunteer firefighter in accordance with current law.
- 4.2430.2 Volunteer firefighters shall adhere to the District's Volunteer Firefighter Leave Use Procedures.

4.2531 Leaves of Absence Without Pay

- 4.2531.1 The District may grant leaves of absence without pay to employees in certain circumstances. In no case shall such leave of absence be greater than one year, nor shall the leave of absence be used for working another job.
- 4.2531.2 It is important to request any leave in writing as far in advance as possible, to keep in touch with your Supervisor, the General Manager or Human Resources Department during your leave, and to give prompt notice if there is any change in your return date.
- 4.2531.3 If your leave expires and you have not contacted your Supervisor or the District, it will be assumed that you do not plan to return and that you have terminated your employment.
- 4.2531.4 Upon return from a leave of absence, you will be credited with the full employment status which existed prior to the start of the leave.
- 4.2531.5 Except as required by law, the District does not continue to pay premiums for insurance coverage for employees on leaves of absence. However, you may self-pay certain of the premiums under the provisions of COBRA. Such payment would commence at the beginning of the second consecutive calendar month that an employee is on unpaid status. The Human Resources Department can give you additional information on this subject.

4.2632 External Employee Education

- 4.2632.1 It may be necessary for employees to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of the District or the individual employees.
- 4.2632.2 Attendance at such activities may be required by the District or requested by individual employees.
- 4.2632.3 Attendance will not be considered an officially authorized activity, subject to the following policies on reimbursement and compensation, unless prior written approval has been issued by the General Manager.
- 4.2632.4 To obtain approval, employees wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and nature, purpose and justification for attendance, in accordance with the ~~Employee—Expense Reimbursement~~Purchasing Policy.
- 4.2632.5 Where attendance is required or authorized by the District, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Customary and reasonable expenses generally include registration fees, materials, meals, transportation and parking, as identified in the ~~Employee Expense Reimbursement~~Purchasing Policy.
- 4.2632.6 An employee's voluntary attendance, outside of normal working hours, at formal educational sessions, where such sessions may lead to improved job performance, ~~is identified in~~may qualify for the ~~following~~ Educational Incentive ~~Section of as defined in~~ this Handbook.

	<p style="text-align: center;">LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT EMPLOYEE HANDBOOK</p>	Section 5.0
		Revision Date November-20162023
STANDARD OF CONDUCT		

5.1 Standard of Conduct

5.1.1 The District has an expectation of excellence. All employees are expected to perform their assigned duties to the best of their ability with professionalism, accuracy and a sense of pride.

5.1.2 All correspondence, documents and records must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates commitment to others and the District.

5.2 Personnel Records

5.2.1 Employees have the right to inspect certain documents in their personnel file, as provided by law, in the presence of a District representative at a mutually convenient time and receive copies thereof. Employees shall be entitled to inspect their personnel files by first requesting permission in writing from the Department Manager for time away from their Department, and arranging a convenient time with the Human Resources Manager to review said file. Employees may add their version of any disputed item to the file.

5.2.2 The District will restrict disclosure of an employee’s personnel file to authorized individuals within the District. Any request for information from personnel files must be directed to the Human Resources Department. Only the Human Resources Department is authorized to release information about current or former employees.

5.2.3 Disclosure of personnel information to outside sources will be limited to requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required or as authorized by the employee.

5.3 Employee References

All requests for references must be directed to the General Manager or the Human Resources Department. No other Department Manager, Supervisor, or employee is authorized to release references for current or former employees. The District’s policy as to references for employees who have left the District is to disclose only the dates of employment and the title of the last position held. If a prior employee authorizes

disclosure in writing, the District will also provide a prospective employer with ~~the~~ information on the amount of salary or wage last earned.

5.4 Performance Evaluations

- 5.4.1 Employees will receive periodic performance reviews, at least annually on an employee's anniversary date. The review will be conducted by a Supervisor and/or Department Manager, who will discuss it with the employee.
- 5.4.2 An employee's first performance evaluation will be after completion of ~~his/her~~their introductory or trial period. After that review, performance evaluations will be conducted annually, on or about the employee's anniversary date.
- 5.4.3 The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems, or any combination of these factors.
- 5.4.4 Performance evaluations may review such attributes as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude and attitude toward others. The performance evaluations are intended to help an employee become aware of progress, areas for improvement and objectives or goals for future work performance.
- 5.4.5 Positive performance evaluations do not guarantee increases in salary or promotions. See Section ~~2.163.7~~, Criteria for Level Advancement, for information regarding salary increase. ~~See Section 2.1 for information regarding promotions.~~
- 5.4.6 After the review, an employee will be ~~required~~asked to sign the evaluation report simply to acknowledge that it has been presented and discussed with the employee by his or her Supervisor, and that the employee is aware of its content.

5.5 Conflicts of Interest Policy

A conflict of interest may occur when an employee's personal interest might contradict the interests of the District. This is an unwanted circumstance as it may have heavy implications on the employee's judgement and commitment to the District, and by extension to the realization of its mission. This policy does not cover all potential conflicts but seeks to outline the responsibilities of employees and the District to avoid any such discrepancies.

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the District or their own integrity, reputation, or credibility. Conduct on the part of an employee that adversely affects the District's legitimate business interests or the employee's ability to perform their job will not be tolerated.

While the District does not seek to interfere with the personal conduct of employees, certain types of conduct may interfere with the District's legitimate business interests. For this reason, employees should be aware of the following policies:

- 5.5.1** Situations of actual or potential conflict of interest are to be avoided by all employees. Staff should avoid any situation which involves or may involve a conflict between their personal interests and the interests of the District. As in all other facets of their duties, staff dealing with customers, suppliers, contractors, vendors, or any person doing or seeking to do business with the District, are to act with the best interest of the District in mind. Each employee shall make prompt and full disclosure in writing to their Department Manager of any potential situation which may involve a conflict of interest. Such conflicts may include but are not limited to:
- 5.5.1.1 Speculating or dealing in materials, equipment, supplies, services, or property purchased by the District.
 - 5.5.1.2 Participating in civic or professional organization activities in a manner that divulges confidential District information.
 - 5.5.1.3 Misusing privileged information or revealing confidential data to outsiders.
 - 5.5.1.4 Using one's position in the District or knowledge of its affairs for personal gains.
 - 5.5.1.5 Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of company business.
 - 5.5.1.6 Ownership by an employee or by a member of their family of a significant interest in any outside enterprise which does or seeks to do business with the District.
 - 5.5.1.7 Serving as a director, officer, partner, consultant, or in a managerial or technical capacity with an outside enterprise which does or is seeking to do business with the District. Exceptions to this can be approved by the General Manager.
 - 5.5.1.8 Acting as a finder, go-between or otherwise for the benefit of a third party in transactions involving or potentially involving the District or its interests.
 - 5.5.1.9 Any other arrangements or circumstances, including family or other personal relationships, which might dissuade the employee from acting in the best interest of the District.
- 5.5.2** Personal or romantic involvement with a consultant, supplier or subordinate employee of the District which impairs an employee's ability

to exercise good judgment on behalf of the District creates an actual or potential conflict of interest.

5.5.3 Supervisor-subordinate romantic or personal relationships also can lead to ~~Supervisory~~ Supervisory problems, possible claims of unlawful harassment and morale problems. An employee involved in any of the types of relationships or situations described in this section should immediately and fully disclose the relevant circumstances to their Department Manager or to Human Resources, for a determination about whether an actual conflict exists. If an actual conflict is determined, the District may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts may constitute grounds for disciplinary action. These types of Such relationships which result in an actual conflict are therefore prohibited. Violations of this policy will subject an employee to disciplinary action, up to and including termination.

5.5.4 Some designated District employees must annually report their investments, business positions, real property and/or sources of income which may be related to decision making authority in the course of conducting their job responsibilities.

5.6 Business Conduct and Ethics

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

The District expects its employees to conduct themselves in a businesslike manner and perform duties conscientiously, honestly, and in accordance with the best interests of the District. Employees are expected to take great care when working with District suppliers or contractual contacts and customers. Employees should respect the confidentiality of information acquired in the course of their work. Regardless of circumstances, if an employee senses that a course of action may involve a conflict of interest, fraud, and/or dishonesty, they should immediately communicate all facts to their Department Manager, Human Resources or the General Manager

5.6.1 Except as noted below, no employee may accept a gift or gratuity from any customer, vendor, supplier or other person doing business with the District, as it may give the appearance of influence regarding their business decision, transaction or service.

5.6.2 ~~Discuss e~~Expenses paid by such persons for business meals or trips must be approved by the District in advance.

5.6.3 Small value gifts such as hats and T-shirts with a vendor or supplier's logo may be acceptable. Discuss acceptance of such a gift with the District in advance.

5.6.4 No employee may solicit or accept gifts of significant value (in excess of \$50.00), lavish entertainment, or other benefits from any customers,

suppliers, contractors, vendors, or any person doing or seeking to do business with the District.

5.6.5 As in all other facets of their duties, employees dealing with customers, suppliers, contractors, vendors, or any person doing or seeking to do business with the District are to act in the best interest of the District. An employee shall make prompt and full disclosure in writing to their supervisor or the Human Resources of any potential situation which may involve a conflict of interest.

5.7 Prohibited Conduct

5.7.1 All District employees are responsible to ensure their conduct aligns with the District's mission and furthers the District's objectives. The following conduct is prohibited and will not be tolerated by the District. This list of prohibited conduct is illustrative only and not all-inclusive.

5.7.1.1 Falsification of employment records, employment information or other District records. Committing a fraudulent act or breach of trust under any circumstances.

5.7.1.2 Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another employee's.

5.7.1.3 Theft, deliberate or careless damage or destruction of any District property or the property of any employee or customer.

5.7.1.4 Removing or borrowing District property without prior authorization.

5.7.1.5 Unauthorized use of District equipment, time, materials, or facilities.

5.7.1.6 Provoking a fight or fighting during working hours or on District property.

5.7.1.7 Participating in horseplay or practical jokes on District time or on District premises.

5.7.1.8 Carrying firearms or any other dangerous weapons on District premises at any time.

5.7.1.9 Engaging in criminal conduct whether or not related to job performance.

5.7.1.10 Causing, creating or participating in a disruption of any kind during working hours or on District property.

- 5.7.1.11** Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a Supervisor or member of management, or the use of abusive, threatening or violent language toward a Supervisor or member of management.
- 5.7.1.12** Using abusive, threatening or violent language at any time on District premises.
- 5.7.1.13** Failure to notify a Supervisor when unable to report to work.
- 5.7.1.14** Unreported absence.
- 5.7.1.15** Failure to obtain permission to leave work for any reason during normal working hours.
- 5.7.1.16** Failure to observe working schedules, including rest and lunch periods.
- 5.7.1.17** Failure to provide a physician's certificate when requested or required to do so.
- 5.7.1.175.7.1.18** Wasteful use of District time; indolence.
- 5.7.1.185.7.1.19** Sleeping or malingering on the job.
- 5.7.1.195.7.1.20** Making or accepting personal telephone calls of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances.
- 5.7.1.205.7.1.21** Working overtime without authorization or refusing to work assigned overtime.
- 5.7.1.215.7.1.22** Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
- 5.7.1.225.7.1.23** Violation of any safety, health, security or District policies, rules or procedures.
- 5.7.1.24** Committing a fraudulent act or a breach of trust under any circumstances.
- 5.7.1.235.7.1.25** Producing inaccurate documents or work product.
- 3.1.1.245.7.1.26** Unlawful harassment.
- 5.7.1.27** Excessive personal use of District provided email and/or the internet.
- 5.7.1.28** Political activity during District paid time and/or utilizing District resources such as email, internet and supplies for political or personal gain.

5.7.1.29 Failure to meet reasonable work performance standards and expectations, ~~inefficiency~~. Inefficiency, carelessness, or negligence in the performance of job responsibilities.

5.7.1.30 Reporting to work under the influence of drugs or alcohol or possessing, transferring, selling or using drugs or alcohol on District property, vehicles, and work areas, including during paid or unpaid break periods and any time while wearing clothing identifying the District.

5.7.1.31 Failing to cooperate in or misrepresentation during an official investigation.

5.7.1.32 Any act inconsistent with this Handbook or District policy or rule.

~~3.1.35.7.2~~ 5.7.2—This statement of prohibited conduct does not alter the District's policy of at-will employment for at-will employees. At-will employees of the District may be terminated and remain free to terminate the employment relationship at any time, with or without reason or advance notice. _____

5.8 Off-Duty Conduct

- 5.8.1** While the District does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the District's legitimate interests as a public agency.
- 5.8.2** Employees are expected to conduct their personal affairs in a manner that does not adversely affect the District's integrity, reputation or credibility. Illegal or immoral off-duty conduct on the part of an employee that adversely affects the District's legitimate interests as a public agency or the employee's ability to perform his/her/their job will not be tolerated.

5.9 Punctuality and Attendance

- 5.9.1** As an employee of the District, you are expected to be punctual and regularly in attendance. Any tardiness or absence causes problems for your fellow employees and your Supervisor. When an employee is absent, his/her/their workload must be performed by others.
- 5.9.2** Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized District business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided, unless it qualifies as an appropriate use of sick leave.
- 5.9.3** Employees are required to report absences or late arrival to work as follows:
- 5.9.3.1** If you are unable to report for work on any particular day, you must call your on-call Supervisor at least one hour before the time you are scheduled to begin working for that day.
 - 5.9.3.2** If you call less than one hour before your scheduled time to begin work, you will be considered tardy for that day.
 - 5.9.3.3** In all cases of absence or tardiness, employees must provide their Supervisor with an honest reason or explanation.
 - 5.9.3.4** Employees also must inform their Supervisor of the expected duration of any absence.
 - 5.9.3.5** Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work.
 - 5.9.3.6** None of the aforementioned requirements apply when an employee is using sick leave. When appropriately using sick leave, an employee must give notice of their absence as soon as practicable.

5.9.4 Excessive absenteeism or tardiness (whether excused or not) will not be tolerated.

5.9.4.1 The District defines excessive absenteeism as more than two (2) days absence in a one (1) month period on a reoccurring basis. The protected use of sick leave will not be considered when determining if an employee has engaged in excessive absenteeism. Consideration will be made for an identified injury or illness, which lasts several days, or any Qualified Medical Leave, Family Care Leave or Workers Compensation Leave.

5.9.4.2 The District defines excess tardiness as more than two days of unexcused tardiness in a one-month period.

5.9.4.3 If you fail to report for work without any notification to your Supervisor and your absence continues for a period of three days, you may be considered to have abandoned your job, and your District employment may be terminated. If an employee's absence of three or more days qualifies as sick leave, and it was not practicable for the employee to provide advanced notice, this job abandonment policy will not apply.

5.10 Personal Standards

5.10.1 Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. Department Managers may issue more specific guidelines, including guidelines for seasonal dress standards.

5.10.2 Field employees will be issued uniforms, for health and safety reasons. Such uniforms will be worn whenever the employee is performing work for the District, as directed by ~~his/her~~their Supervisor. District uniforms are not to be worn home from work.

5.10.3 Certain employees may be required to wear safety equipment or clothing. Please see the appropriate safety standard of procedures. Personal Protection Equipment is to be used performing certain tasks.

5.11 Customer Relations

5.11.1 We are a Community Services District and all of us must remember that the customer always comes first. It is the customer that pays all of our wages.

5.11.2 Customers are to be treated courteously and given proper attention at all times. Never regard a customer's question or concerns as an interruption or an annoyance.

- 5.11.3 Customer inquiries, whether in person or by telephone, must be addressed promptly and professionally.
- 5.11.4 Avoid placing a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.
- 5.11.5 Through your conduct, ~~exhibit a show your~~ desire to assist the customer in obtaining the help ~~he/she~~they needs. If you are unable to help a customer, find someone who can.
- 5.11.6 All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.
- 5.11.7 Never argue with a customer. If a problem develops, or if a customer remains dissatisfied, ask your Supervisor or the General Manager for direction.

5.12 Confidentiality

- 5.12.1 All records and files of the District are property of the District and are considered confidential. No employee is authorized to copy or disclose any file or record, except as authorized by the General Manager, or designee, or as required by law. Employees are only authorized to access specific records and files. If an employee has a question about which files and records ~~they~~he/she can have access to, or if the employee has any other questions about the confidentiality of a file, record, or other document, ~~he/she~~they should ask their Department ~~Head~~Manager.
- 5.12.2 Confidential information includes all letters or any other information concerning transactions with customers, customer lists, payroll or personnel records of past or present employees, financial records of the District, all records pertaining to purchases from vendors or suppliers, correspondence and agreements with manufacturers or distributors or documents concerning operating procedures of the District.
- 5.12.3 Employees are expected to: (1) avoid conversations involving customer matters in all places that would violate that customer's confidential information; (2) not access confidential information that the employee is not entitled to have access to; (3) not share confidential information with other employees or third parties; (4) not disclose District documentation to third parties without previous approval from the General Manger; and (5) avoid any other actions that would violate the confidentiality policy.
- 5.12.4 All telephone calls, letters, or other requests for information about current or former employees should be immediately directed to Human Resources or the General Manager.

5.13 Cost Consciousness

District employees shall practice every economy possible in the discharge of their duties. Employees are encouraged to recommend work procedures to their Supervisors which will result in cost savings or improved service to the public.

5.14 Outside Employment

5.14.1 While employed by the District, employees are expected to devote their primary energies to their job with the District. While the District does allow for outside employment, the following types of outside employment are strictly prohibited.

5.14.1.1 Employment that conflicts with an employee's work schedule, duties and responsibilities.

5.14.1.2 Employment that creates a conflict of interest or is incompatible with the employee's employment with the District.

5.14.1.3 Employment that impairs or has a detrimental effect on the employee's work performance with the District.

5.14.1.4 Employment that requires the employee to conduct work or related activities on the District's property during the District's working hours or using the District's facilities and/or equipment.

5.14.1.5 Employment that directly or indirectly conflicts with the business or the interests of the District.

5.14.2 Any employee desiring to engage in outside employment shall first obtain approval from the General Manager.

5.14.3 The District shall not provide worker's compensation coverage or any other benefit (unless otherwise required by law) for injuries occurring from or arising out of outside employment.

5.14.4 Authorization to engage in outside employment can be revoked by the District, at its discretion, at any time.

5.15 Contract to District

No District employee shall, in addition to ~~his/her~~their regular employment with the District, work for the District as a contractor.

5.16 Media Contracts

Employees may be approached for interview or comments by the news media. Only contact people designated by the General Manager may comment on behalf of the District.

5.17 Emergency Responsibilities

- 5.17.1 All District employees holding full-time positions, in addition to their regular duties, shall be assigned emergency responsibilities to be performed in the event of a natural, terrorist caused or war-caused disaster.
- 5.17.2 The emergency responsibilities of each Department and/or employee shall be those responsibilities as may be set forth in a District and/or County Emergency Plan, or those responsibilities related to actual assignments of a unique nature that are necessary to protect life and property and restore essential services in the community.
- 5.17.3 During a major disaster, such as a flood, earthquake, or fire that affects significant portions of the community, utility disruptions may hinder efforts to recall off-duty employees. In the event of a major disaster, off-duty employees are under an obligation to contact their respective Supervisors for possible assignment. If employees are unable to contact their Supervisors they should report to work to determine their need for an emergency assignment, after their family's safety has been secured.

5.18 Substance Abuse Policy

5.18.1 Purpose

The objective of the District is to promote a safe, healthy and productive work environment for all employees and have a work force that is free from the influence of alcohol and controlled substances. Therefore, it is the policy of the District to prohibit its employees from using alcohol or drugs in connection with their employment in order to maintain a work environment free from the effects of drug and alcohol use. Substance abuse can affect job performance, employee and public safety, and the public's perception of the District and its operations. The District is committed to the elimination of drug and alcohol use and misuse in the workplace.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may adversely affect an employee's job performance and may seriously impair the employee's value to the District.

Employees should report to work fit for duty and free from any adverse effects of illegal drugs, legal drugs, prescription medication or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their physician about side effects of their prescribed medication related to their fitness for duty and ability to work safely while taking such medication, and employees must promptly disclose work restrictions to their Department Manager and to Human Resources.

Employees who believe that they may have a substance abuse problem are urged to voluntarily seek confidential assistance from the District's Human Resources Department or Employee Assistance Program. Thereafter, the District may, in its sole discretion, consider a referral for professional assistance or otherwise permit an employee to take time off to address the substance abuse problem.

The District will be firm in identifying and disciplining those employees who do not voluntarily seek assistance and who continue to use drugs or alcohol in violation of the District's policies. The District has a significant interest in ensuring the health and safety of its employees, in avoiding accidents, in promoting and maintaining safe and efficient working conditions for its employees, and in protecting its property, equipment, and operations. The use of drugs, alcohol, or any other substance which alters an employee's behavior can affect an employee's ability to perform his or her duties safely and effectively, and increase the potential for accidents, absenteeism, substandard performance, poor employee morale, and can damage the District's reputation. As a condition of continued employment with the District, each employee must abide by this policy.

Employees who are subjected to the U.S. Department of Transportation drug and alcohol regulations are subject to the District's "U.S. Department of Transportation Substance Abuse and Drug Testing Policy" in addition to this general policy. Should the terms of these two policies conflict or be inconsistent, the District's "U.S. Department of Transportation Substance Abuse and Drug Testing Policy" must be followed.

5.18.2 Definitions

For purposes of this Policy:

"Illegal drugs or other controlled substances" means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.

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

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

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

5.18.3 Prohibited Conduct

Scope: The prohibitions of this section apply whenever the interests of the District may be adversely affected, including any time an employee is:

- On District premises
- Conducting or performing District business, regardless of location;
- Operating or responsible for the operation, custody, or care of District equipment or other property; or
- Responsible for the safety of others in connection with, or while performing, District-related business.

5.18.4 Alcohol.

The following acts are prohibited and will subject an employee to discharge:

- The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or
- Being under the influence of alcohol.

5.18.5 Illegal Drugs.

The following acts are prohibited and will subject an employee to discharge:

- The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or
- Being under the influence of any illegal drug or other controlled substance.

5.18.6 Legal Drugs.

The following acts are prohibited and will subject an employee to discharge:

- The abuse of any legal drug;
- The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or
- Working while impaired by the use of a legal drug whenever such impairment might:
 - Endanger the safety of the employee or some other person;
 - Pose a risk of significant damage to District property or equipment; or
 - Substantially interfere with the employee's job performance or the efficient operation of the District, or the District's equipment.

5.18.7 Disciplinary Action

5.18.7.1. First Violation of Policy: A first violation of this policy will result in discipline up to and including termination. In determining the level of discipline, the District may consider whether an employee satisfactorily participates in and completes an approved drug or alcohol abuse 'assistance' or rehabilitation program when recommended by the District.

5.18.7.2. Second Violation of Policy: A second violation of this policy at any time will result in immediate discharge.

5.18.8 Effect of Discharge on Eligibility for Rehire.

Employees who are discharged for a violation of this policy will not be eligible for rehire by the District.

5.18.9 Effect of Criminal Conviction.

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any District related activity or event will be deemed to have violated this policy.

5.18.10 Use of Legal Drugs

The District recognizes that employees may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to District property, or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work. To accommodate the absence, the employee may use accrued sick leave or vacation time. The employee may also contact the Human Resources Manager to determine whether or not he or she qualifies for an unpaid leave of absence, such as family care or medical leave. Nothing in this policy is intended to sanction the use of accrued sick leave, personal leave or vacation time to accommodate absences due to the abuse of legal drugs. Further, nothing in this policy is intended to diminish the District's commitment to employ and reasonably accommodate qualified disabled individuals. The District will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

5.18.11 Unregulated or Authorized Conduct

5.18.11.1 Customary Use of Over-the-Counter Drugs: Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy.

5.18.11.2 Off-the-Job Conduct: This policy is not intended to regulate off-the-job conduct, so long as the employee's off-the-job use of alcohol or drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this policy.

5.18.12 Confidentiality

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

5.18.13 Counseling/Employee Assistance

Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged voluntarily to seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Human Resources Manager, who will determine whether the District can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of this policy, particularly if discipline is imposed for a violation occurring before the employee seeks assistance.

5.18.14 Drug Testing For All Employees

Due to the safety concerns involved in operating and maintaining water and wastewater treatment plant facilities and distribution systems, all employees, unless otherwise noted, are required to submit to the following tests to determine the presence of prohibited substances.

5.18.14.1 Pre-Employment Testing

All applicants shall undergo urine-controlled substance testing and breath alcohol testing prior to employment. Receipt of a satisfactory test result is required prior to employment and failure of a prohibited substance test will disqualify the applicant from further consideration for employment. Pre-employment testing requirements will be conducted in compliance with current law.

5.18.14.2 Reasonable Suspicion Testing

All employees will be subject to urine and/or breath testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of facts and circumstances which are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

Physical signs and symptoms (alcohol on the breath, unsteady gate, slurred speech) consistent with prohibited substance use.

Reasonable suspicion determinations will be made by a Supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or

impaired in ~~his/her~~their work performance due to prohibited substance abuse or misuse.

5.18.14.3 Post Accident Testing

All employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident that results in a fatality. This includes all employees directly involved in the accident and any other employee whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility or where one or more vehicles incurs disabling damage that requires towing from the site and the employee receives a citation under State or local law for a moving traffic violation arising from the accident.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of an accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and is subject to termination.

5.18.14.4 Transportation to Testing

Under no circumstances will an employee undergoing reasonable suspicion or post-accident testing be allowed to drive themselves to the testing facility. A member of management must transport the employee or arrange for other transportation and arrange for the employee to be transported home following testing.

5.18.14.5 Collection and Testing Procedures

Employees subject to testing will be transported to the District occupational provider or mobile testing vendor and directed to provide an appropriate sample (e.g., breath, urine, etc.) and will follow all rules of the designated facility or mobile testing vendor when providing the sample.

The laboratory will transmit all positive drug test results to a medical review officer who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Human Resources will notify staff of negative results.

5.18.14.6 Consequences for Refusal to Cooperate

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal

drug in violation of this policy will be terminated. If the employee refuses to be tested, yet is believed to be impaired, they will not be allowed to drive themselves home. The employee's emergency contact will be notified to pick the employee up from the work location.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination.

5.18.14.47 Return-to-Duty Testing

All ~~safety-sensitive~~ employees who previously tested positive on a controlled substance or alcohol test must test negative and be evaluated and released to duty by a Substance Abuse Professional (SAP) before returning to duty. Employees will be required to undergo unannounced follow-up controlled substance and/or alcohol breath testing following returning to duty. The duration and frequency will be determined by the SAP. However, it shall not be less than 6 tests during the first 12 months, nor longer than 60 months in total, following return to duty.

5.18.15 Drug Testing for Safety Sensitive Employees

Employees whose job duties require them to engage in safety sensitive classifications will be subject to all the testing set forth in Section 3.4.145.18.14 above, in addition to Random Drug Testing in accord with state law. Safety sensitive classifications are those positions that are critical to public safety and/or the protection of life or property. The random selection will be by a scientifically valid method conducted by a third-party administrator. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety-sensitive employees will be tested either just before departure, during duty, or just after the safety-sensitive employee has ceased performing his/hers/their duty.

5.18.16 Drug Testing for DOT Employees

In addition to all the testing set forth in Sections 3.4.145.18.14 and 3.4.155.18.15 above, employees that are subject to the regulations of the DOT will be subject to the testing procedures set forth in the District's policy entitled, "U.S. Department of Transportation Substance Abuse and Drug Testing Policy."

5.18.17 Contact Individual

Any questions regarding this policy should be directed to the following District representative:

Title: General Manager (or designee)
Address: P. O. Box 700

Lake Arrowhead, CA 92352

Telephone: (909) 336-7100

5.19 **Weapons/Anti Violence Policy**

The District has adopted a Zero Tolerance Policy in order to avoid workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment and/or coercion which involve or affect the District or which occur on District property will not be tolerated.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at the District or to create a hostile, abusive, or intimidating work environment for one or several District employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on the District premises, regardless of the relationship between the District and the parties involved in the incident.
- All threats or acts of violence occurring off the District premises involving someone who is acting in the capacity of a representative of the District.
- All threats or acts of violence occurring off the District premises involving an employee of the District if the threats or acts affect the legitimate interests of the District.
- Any acts or threats resulting in the conviction of an employee or agent of the District, or of an individual performing services for the District on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate interests and goals of the District.


Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening an individual or ~~his/her~~their family, friends, associates, or property with harm.
- The intentional destruction or threat of destruction of District property.
- Harassing or threatening phone calls.
- Harassing or threatening emails, text messages or any other type of communication (cyber stalking).
- Harassing surveillance or stalking.
- The suggestion or intimation that violence is appropriate.
- Unauthorized possession or inappropriate use of firearms or weapons.

The District's prohibition against threats and acts of violence applies to all persons involved in the District's operation, including but not limited to District personnel, contract, and temporary workers and anyone else on District property. Violations of this policy by any individual on District property, by any individual acting as a representative of the District while off District property, or by any individual acting off of District property when ~~his/her~~their actions affect the District's business interests will lead to disciplinary action (up to and including termination) and/or legal action as appropriate.

Possession while on duty or bringing onto District property unauthorized material, such as explosives, weapons (including, but not limited to, firearms and knives), or other similar items, is strictly prohibited. Work knives are not subject to this prohibition for field employees.

Every employee and every person on District property is required to report incidents of threats or acts of physical violence or any other violation of this policy of which ~~he/she is~~they are aware. The report should be made to the General Manager, the reporting individual's immediate Supervisor or Department Manager, or another Manager or Supervisor if the immediate Supervisor or Department Manager is not available. Nothing in this policy alters any other reporting obligation established in District policies or in state, federal, or other applicable law.

	LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT EMPLOYEE HANDBOOK	Section 6.0
		Revision Date November 2016 2023
OPERATIONAL CONSIDERATIONS		

6.1 Employer Property

- 6.1.1** Lockers, desks, vehicles, and related items are District property and must be maintained according to District rules and regulations. They must be kept clean and are to be used only for work-related purposes. The District reserves the right to inspect all District property to ensure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence.
- 6.1.2** It may be necessary to assign and/or change "passwords" and personal codes for the voice mail, E-mail and computer. These items are to be used for District business and they remain the property of the District. The District may keep a record of all passwords/codes used and/or may be able to override any such password system.
- 6.1.3** Prior authorization must be obtained before any District property may be removed from the premises.
- 6.1.4** Employees leaving personal belongings of value in the workplace do so at their own risk. Personal items are subject to inspection and search, with or without prior notice and with or without the employee's prior consent. At the District's discretion, and as provided for by law, the employee and, if the employee is a Bargaining Unit Employee, a Bargaining Unit Employee Representative, will be allowed to be present during such inspection and search.
- 6.1.5** Terminated employees should remove any personal items at the time they leave the District. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination.
- 6.1.6** The District provides lockers for the use of employees while at work. The lockers remain the property of the District and are subject to inspection and search, with or without prior notice to the employee and with or without the employee's prior consent. At the District's discretion, and as provided for by law, the employee and, if the employee is a Bargaining Unit Employee, a Bargaining Unit Representative, will be allowed to be present during such inspection and search.

6.1.7 The District maintains bulletin boards at all District facilities. Bulletin boards are used to provide information to employees concerning District related items only. They are not for personal use by employees. Union representatives may post meetings and related information.

6.2 Policy on Voice-Mail, E-Mail, Computers, the Internet and District Resources

The following policy governs the use of all District-owned telephones and voicemail systems, computers and e-mail systems, and internet access via District computers and/or data lines, and the use of District resources, including, but not limited to, land, buildings, facilities, funds, equipment, supplies, vehicles, travel, and District-compensated time.

6.2.1 District Policy

6.2.1.1 Voice-mail, electronic mail (e-mail) and internet systems operated through telecommunication or computer networks are the District's property and are maintained by the District in order to facilitate District business. Therefore, all messages sent, received, composed, and/or stored on these systems are the property of the District.

6.2.1.2 In addition, all software that has been installed on District computers and any data collected, downloaded and/or created on District computers is the exclusive property of the District and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of the District.

6.2.1.3 Upon termination of employment, no employee shall remove any software or data from District owned computers.

6.2.1.4 Voicemails, emails and texts may be subject to disclosure under the California Public Records Act. Employees should be aware of howthat these communications may be official public records and should not be destroyed in a manner that is inconsistent with District policy and law. If the District receives a public records request (subject to certain exceptions), an employee must provide any public record or public information in the employee's possession. Public records include writingswriting containing information relating to the conduct of the public's business prepared, owned, used, or retained by the District regardless of the physical form or characteristic.

6.2.2 Personal Use is Limited

6.2.2.1 These systems are to be used by employees in conducting District business and are not for employees' personal use, personal purpose or for campaign activity. The District understands that on occasion others may need to leave personal messages on the voice-mail and e-mail systems for

an employee and the District is willing to accommodate incidental and minimal personal use of the system. However, personal use of the voice-mail and e-mail systems which interferes with an employee's work performance, will not be tolerated.

6.2.2.2 "Personal purpose" shall mean those activities the purpose of which is personal enjoyment, private gain or advantage, or an outside endeavor not related to District business. "Personal purpose" does not include the incidental and minimal use of District resources.

6.2.2.3 "Campaign activity" shall mean an activity constituting a contribution as defined in Government Code Section 82015 or an expenditure as defined in Government Code Section 82025. "Campaign activity" does not include the incidental and minimal use of public resources, such as equipment or office space, for campaign purposes, including the referral of unsolicited political mail, telephone calls, and visitors to private political entities.

6.2.2.4 "District resources" shall mean any property or asset owned by the District, including, but not limited to, land, buildings, facilities, funds, equipment, supplies, telephones, computers, vehicles, travel, and District-compensated time.

6.2.3 No Expectation of Privacy

The District reserves the right to access, review, copy and/or search an employee's voicemail, text and e-mail messages (outgoing and incoming), computer and internet usage at any time; therefore, there shall be NO EXPECTATION OF PRIVACY by any employee with regard to using these systems. Furthermore, an employee's outgoing voice-mail, text and e-mail messages must not indicate to the recipient that ~~his/her~~their incoming message will be confidential or private. The existence of a password on either system is not intended to indicate that messages will remain private. It is the responsibility of the employee to maintain all system login identification and to keep all passwords confidential except to the extent requested by authorized personnel, such as the management. Employees should be aware that even when a message and/or file has been erased, it still may be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages and/or files to assume they have remained private.

6.2.4 Message Access

Messages on the voice mail, text and email systems are to be accessed only by the intended recipient and by others at the direct request of the intended recipient. However, District management reserves the right to access messages on all systems at any time. Any attempt by persons

other than the above to access messages on either system will constitute a serious violation of the District's policy.

6.2.5 Internet and Other Electronic Systems Usage

The District may, at its sole discretion, monitor, access, review, copy and/or search usage of the internet and other electronic systems to insure they are being used appropriately for business purposes. Examples of inappropriate use of the internet and other electronic systems include, but are not limited to, excessive use and accessing sites where offensive material is known to be published. This includes sites that promote hatred or violence, as well as sites that contain pornographic or harassing material.

In addition, the District's internet traffic is identified as originating from the District. You are not anonymous in your use of the internet and are expected to exercise prudence and professionalism in determining which internet sites you will access. Remember, each site visited may be logged by the District and each site visited may log your visit. Participation in newsgroups or online chats, which may also be identified as originating from the District, is prohibited. You should ensure that your use of the internet does not damage the District's reputation or relationships with its customers or the general public.

6.2.6 Use of Games and Other Software Acquired Externally

It is the District's policy to prohibit the use of game software or any software not specifically authorized on ~~office~~District computers, phones, etc. Playing computer games ~~in the office~~ during business hours is considered unprofessional and a misuse of time; moreover, game software may cause adverse interactions with our existing software and, if acquired through non-commercial channels, may contain viruses. Employees are not permitted to use software on their PCs-computers that has not been provided or approved by the District's authorized information technology (IT) personnel or management. Unauthorized software, including screen savers, may cause adverse interactions with our existing software and may contain viruses. Employees who have a need for software other than what is provided by the District should contact their Department Manager for prior approval. In addition, you are not authorized to install any of the District's software on your home computer.

6.2.7 Harassment and Discrimination

6.2.7.1 Messages on the District's text, voice-mail, e-mail and other electronic systems are subject to the same policies regarding harassment and discrimination, as are any other workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated. Under no circumstances should employees initiate or forward a message that contains discourteous, offensive, crude or sexual material.

6.2.7.2 If any employee has questions about the proper content of any messages, or has received or noticed an inappropriate message, he or she should consult with his or her Department Manager, Human Resources, or if preferred, make use of any of the other communication channels established by the District.

6.2.7.3 Improper use of the District's written, electronic, voice or messaging systems is considered unacceptable and could lead to disciplinary action up to and including termination of employment.

6.2.8 Social Media Policy

6.2.8.1 Social Media is the collective of online communications channels dedicated to community based input, interaction, content-sharing and collaboration. It includes websites and applications dedicated to forums, microblogging, social networking, social bookmarking, social networking, social curation, and wikis. The District adopts this policy as a matter of commitment to the well-being of its staff, clients and successful operations of the District.

6.2.8.2 Covered Employees. This policy statement applies to all employees, including part-time and full-time employees, hourly employees and Supervisors.

6.2.8.3 Social Media Policy Statement. Employees participate in social media at their own risk and are personally and legally responsible for their postings and online comments. The District will not assume any liability or risk for an employee's blogging or posting online, including but not limited to invasion of privacy, libel, defamation, harassment, copyright, and data theft.

Employees are prohibited from sharing confidential or protected information that belongs to or is about the District on social media. The District's confidential information must not be shared outside the District without prior written authorization from the General Manager.

Employees are prohibited from using social media to harass or discriminate against other employees, customers, volunteers and third-party vendors pursuant to the District's anti-harassment and anti-discrimination policies.

Please also note that the District's computers, including internet and e-mail, is also to be used for District business only. Employees are prohibited from conducting personal business on District computers, including internet and e-mail. Accordingly, you have no right to privacy in any information,

communications or documents you store on the computer, access from or provide to the internet, or send or receive in emails. Please keep in mind, the District owns all communication sent via e-mail or stored on District equipment; and management retains the right to access any material in your e-mail or on your computer at any time.

6.2.8.4 Use of Social Media for District's Business. The District understands that employees may need to use social media for District business. Only the General Manager or designee may post information on the District's official social media accounts or website. If an employee is required to use social media for District business purposes, those tasks must be performed during working hours in compliance with this policy.

6.3 Off-Duty Use of Facilities

Employees are prohibited from being on non-public District premises or making use of non-public District facilities while not on duty. Employees are expressly prohibited from using District facilities, District property or District equipment for personal use. Notably, the District offers a Voluntary Wellness Program. To the extent that an employee signs the Voluntary Wellness Program waiver, that employee will be entitled to use the Voluntary Wellness Program's facilities even while off-duty.

The union may schedule meetings at District facilities with the approval of the General Manager or designee.

6.4 Employee Property

An employee's personal property, including but not limited to, lockers, packages, purses and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of District property or violation of District Rules, Regulations and Policies.

6.5 Security

The security of facilities as well as the welfare of our employees requires that every individual be constantly aware of potential security risks. You should immediately notify your Supervisor when unknown persons are acting in a suspicious manner, in or around District facilities, or when keys are lost or misplaced.

6.6 Health and Safety

6.6.1 Every employee is responsible for their safety as well as the safety of others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. The District encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines. The District believes that reducing the risk of injury is instrumental to maintaining an environment of personal safety and well-being that is essential for our operations and . We intend to will provide appropriate resources to create a risk-free environment.

- 6.6.2** In compliance with California law, and to promote the concept of a safe workplace, the District maintains an Injury and Illness Prevention Program. A copy of the District's Injury and Illness Prevention Program is provided to all employees in the District's Safety Manual.
- 6.6.3** In compliance with Proposition 65, the District will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.
- 6.6.4** All employees are required to comply with all safety policies of the District, including all Standard Operating Procedures included in the District Safety Manual.
- 6.6.5** The District will not knowingly require any employee to work under conditions that are dangerous to life, limb, or health.
- 6.6.6** When accidents occur on District property, the employee shall contact ~~his/her~~their Supervisor immediately, and the Supervisor shall complete an accident report form, working with Human Resources. In case of a motor vehicle accident, the County Sheriff's department shall also be notified immediately.
- 6.6.7** To ensure that the District is a safe workplace, employees are prohibited from burning open flame candles or incense. ~~Recognizing that~~
~~e~~Employees and visitors to our offices may have sensitivity or allergic reactions to various fragrant products, ~~or~~ Please be mindful of ~~the scents-~~
~~and coworkers~~, and limit fragrant products (scented ~~art~~ candles, potpourri and similar items) and personal fragrant products (fragrances, colognes, lotions, powders and other similar products) that are perceptible to others.

6.7 Smoking Policies

In accordance with California State Law, all work locations are considered to be non-smoking areas, including e-cigarettes and vape products. Smoking is not allowed in any enclosed area of District facilities. No smoking is allowed within 20 feet of a main exit, entrance or operable window of a public building.

6.8 Housekeeping

All employees are expected to keep their work area clean and organized. Common areas such as lunchrooms, locker rooms and restrooms should be kept clean by those using such facilities. Please clean up after meals and dispose of trash properly.

6.9 Parking

Employee vehicles may be parked in designated areas, if space permits. If space is unavailable, employees must park off of the District property. Employees may not use parking areas specifically designated for customers, vendors, District vehicles or management vehicles. The District is not responsible for any loss or damage to employee vehicles or contents while parked on or off District property.

6.10 Solicitation and Distribution of Literature

- 6.10.1** In order to ensure efficient operation of the District's business and to prevent annoyance to employees, it is necessary to control solicitations and distribution of literature on District property.
- 6.10.2** The District has established rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her Supervisor immediately.
- 6.10.3** No employee shall actively solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s)/employees at whom such activity is directed.
- 6.10.4** No employee shall distribute or circulate any written or printed material in work areas at any time, or during his/her/their working time or during the working time of the employee or employees at whom such activity is directed.
- 6.10.5** Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on District property.

6.11 Conducting Personal Business

Employees are to conduct only District business while at work. Employees may not conduct personal business or business for another employer during their working hours.

6.12 Employees Who Are Required to Drive

- 6.12.1** Employees who are required to drive a District vehicle or their own vehicle on District business will be required to show proof of current valid licenses and proof of insurance on their first day of employment.
- 6.12.2** The District participates in a system that regularly checks the DMV records of all employees who drive as part of their job.
- 6.12.3** The District retains the right to transfer to an alternative position, suspend or terminate an employee whose license is revoked, or who is uninsurable under the District's policy.
- 6.12.4** Employees who drive their own vehicles on District business will be reimbursed at the rate per mile currently authorized by the IRS. Such reimbursement will be based on actual miles driven.
- 6.12.5** For MSCEU Bargaining Unit employees, the General Manager will assign exempt employees a District vehicle or authorize a monthly auto allowance. Non-exempt employees will receive a mileage reimbursement at the current IRS rate.

6.13 Employee Expenses

- 6.13.1 The District reimburses employees for authorized business expenses.
- 6.13.2 Employees must obtain prior written authorization for expenses, in accordance with the District's ~~Employee~~ ~~Expense Reimbursement~~ Purchasing Policy, which appears in full in the Purchasing Policy Manual.
- 6.13.3 No expense reimbursement will be authorized unless prior written authorization was received, the required receipts are submitted and an Employee Expense Reimbursement form is completed and submitted.
- 6.13.4 The General Manager (or designee) must approve all reimbursement requests before any reimbursement is issued.

6.14 Telecommuting Policy

- 6.14.1 Government ~~Cost Code~~ Sections 14200-14203 authorize every State agency to incorporate telecommuting as a work option. From time to time, circumstances arise where allowing for a limited amount of telecommuting would be in the best interest of the District. Employees requesting telecommuting as a work option may do so only upon the prior written approval of the General Manager. Telecommuting is only feasible for those tasks within a job which are amenable in whole or in part to being performed away from the employee's main place of work. Selection of employees shall not be arbitrary nor based on seniority, but shall be based on specific work--related criteria established by and approved by the General Manager. Such selection criteria may include reasonable accommodation provisions for permanently disabled employees, temporarily disabled employees, and displaced employees.
- 6.14.2 When telecommuting, employees should utilize good judgement, maintain adequate communication, ensure proper ergonomic techniques and follow District record keeping policies.
- 6.14.3 Employee participation in home office telecommuting is voluntary. Both the General Manager and the telecommuter understand that ~~home based~~ home-based telecommuting is a bilateral voluntary option and can be discontinued at either's request with no adverse repercussions.

6.15 Cellular Phone / PDA Usage Policy

This policy outlines the use of personal cell phones and PDA's (Personal Digital Assistant) while at work, the personal use of business cell phones and PDA's, and the safe use of cell phones and PDA's by employees while driving.

It is District policy that cellular phones/PDA's shall be utilized for business purposes only and in a safe manner while employees are on paid District time.

6.15.1 Personal Cellular Phones / PDAs

- 6.15.1.1 Employees whose job duties include the frequent need for a cell phone may receive extra compensation, in the form of a cell phone allowance, to cover business-related costs on their personal cell phone. Additional reimbursements for employees who receive a cell phone stipend will be available on a ~~case-by~~ case-by-case basis. To the extent an employee is using their personal cell phone for business purposes at such frequency that the cell phone allowance does not cover a reasonable percentage of the employee's cell phone bill, the employee must report the issue to their Supervisor in order to have it resolved.
- 6.15.1.2 Employees who do not regularly use a cell phone during the execution of their job duties will not receive a monthly cell phone allowance. However, if an employee who does not receive a stipend is forced to use their personal phone for a business purpose, the employee must report the usage to their Supervisor and request reimbursement for the business use.
- 6.15.1.3 As is discussed below, the District shall maintain a limited number of cell phones assigned to a specific department or piece of equipment. These phones are intended to be used only during work hours and personal use of these phones is strictly prohibited.
- 6.15.1.4 As a general rule, cell phones should not be selected as an alternative to other means of communication -- e.g., land-lines, pagers, and radio phones -- when such alternatives would provide adequate but less costly service to the District. Additional reimbursements for employees who do not receive a monthly cell phone allowance, or reimbursements for employees in excess of the allowance they receive will only be provided if the use of the cell phone was mandatory (e.g. if the employee is working at their desk and has access to a land line, the employee cannot request reimbursement because ~~he/shethey~~ chose to use a cell phone).

6.15.2 Cell Phone Allowance

- 6.15.2.1 **Eligibility:** Employees eligible for a cell phone allowance generally include Department ~~Heads~~Managers, Supervisors, and full-time employees whose job duties regularly require emergency call back, irregular work hours or other ~~job~~ related~~job-related~~ factors that require the employee to routinely utilize a cell phone to enhance their ability to perform their job duties. Department ~~Head~~Managers shall recommend which employees within their departments qualify for a cell phone allowance. The District Manager shall give final approval on all cell phone allowances.

6.15.2.2 Allowance Amount: The standard monthly cell phone allowance amount shall be set by the Human Resources Department with General Manager approval. No further reimbursement for cell phone costs is available to employees who receive an allowance. Further reimbursement for cell phone use will only be available if the employee's use of the phone for business purposes is so frequent that the monthly stipend does not cover a reasonable percentage of the employee's cell phone bill.

6.15.2.3 Allowance Payment: The approved cell phone allowance will be paid bi-monthly as part of the employee's paycheck and will not be subject to any applicable payroll taxes. This allowance does not constitute an increase to base pay, and will not be included in the calculation of percentage increases to base pay due to salary increases, promotions, etc.

6.15.2.4 Additional Reimbursements: Additional reimbursements beyond the cell phone allowance will be determined on a ~~case by case~~ case-by-case basis. The District will ensure that employees are provided with a reasonable reimbursement in light of the frequency of their business use of a personal phone.

6.15.3 Employee Responsibilities

The employee must retain an active cell phone contract as long as a cell phone allowance is in place. The employee must provide their Department ~~Manager~~ Head and the District's Human Resources Department with their current cell phone number and immediately notify both parties if the number changes. Employees receiving a cell phone allowance are expected to carry the cell phone on their person both on and off duty and respond when called for District business.

Employees may choose the cellular service provider and plan design of their choice. If available from the District's contracted cellular service provider, employees may be able to take advantage of discounts for their personal service plans if they utilize the same provider as the District.

Because the employee owns the cell phone personally, the employee may use the phone for both business and personal purposes, as needed. Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse, and will result in immediate termination of the cell phone allowance. Dependent on the nature of the misuse, the employee may also be subject to discipline.

If, prior to the end of the cell phone contract, a personal decision by the employee, or employee misconduct, or misuse of the phone, results in the cell phone allowance being discontinued or the need to end or change the cell phone contract, the employee will bear the cost of any fees associated with that change or cancellation. For example, if an employee resigns, and

no longer wants to retain the current cell phone contract for personal purposes, any cancellation charges will be the employee's responsibility.

Employees should be aware that to the extent they use their personal cell phones for work, their cell phone records relative to work usage may be subject to disclosure pursuant to the [California](#) Public Records Act.

6.15.4 Personal Use of District-Provided Cellular Phones/PDA's

6.15.4.1 District owned cell phones assigned to departments shall be used by multiple employees on an as-needed basis during the work day and are intended solely for District business use. Personal use of such phones for anything other than a personal emergency shall subject the employee to disciplinary action and require appropriate reimbursement to the District. Such phones will not be assigned to an individual and shall not be taken home by employees except periodically when an employee is assigned by the department to be "on call" after normal work hours.

6.15.4.2 Employees in possession of District equipment such as cellular phones/PDA's are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition within the time period requested (usually 24 hours) may be expected to bear the cost of a replacement.

6.15.4.3 Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

6.14.4.4 Cell phones/PDA's will be turned off or set to silent or vibrate mode during meetings, conferences and in other locations where incoming calls may disrupt normal workflow.

6.15.5 Safety Issues for Cellular

6.15.5.1 All employees are expected to follow applicable state and federal laws or regulations regarding the use of cell phones or PDA's at all times. Employees are prohibited from writing, sending, or reading text-based communication, such as texts or emails, on a wireless device while driving. Employees whose job responsibilities include regular or occasional driving and who are issued a cell phone/PDA for business use shall not drive a motor vehicle while using a wireless telephone unless that telephone is specifically designed and configured to allow hands-free listening and talking, and is used in that manner while driving. Safety must come before all other concerns. If

an employee is operating a District vehicle and receives a call, the employee may answer, but shall ask the caller to hold, put the phone down and pull to the side of the roadway, into a parking lot or other safe location to respond to the call. If acceptance of the call is unavoidable and pulling over is not an option, employees are expected to use hands-free options, keep the call short, refrain from discussion of complicated or emotional issues and keep their eyes on the road. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area.

In situations where job responsibilities include regular driving and accepting of business calls, hands-free equipment will be provided by the District to facilitate the provisions of this policy.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone/PDA for business use, are also expected to abide by the above provisions. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

6.15.5.2 Employees who are charged with traffic violations resulting from the use of a cellular phone/PDA while driving will be solely responsible for those violations and may be subject to disciplinary action and personal liability resulting from such traffic violations, whether on personal or District business.

6.15.5.3 The use of camera phones, PDA's and other audio or video recording devices within the District other than as required by an employee's job duties and authorized by a Supervisor or Department Manager may constitute not only an invasion of employees' personal privacy, but may breach confidentiality of District-protected information. Therefore, the use of camera or other video-capable recording devices within the District is prohibited without the express prior permission of the employee's Supervisor and the person(s) present at the time. This prohibition is specifically applicable to restrooms, locker rooms and work areas but also applies to any District facility and any non-District location where District work is being performed. This prohibition is not designed, nor shall it be interpreted to limit a District employee's right to engage in lawful activity, including, but not limited to, Section 7 rights pursuant to the National Labor Relations Act.

6.15.5.4 Violations of this policy will be subject to the highest forms of discipline, up to and including dismissal.

6.15.6 Special Responsibilities for Managerial Staff

6.15.6.1 As with any policy, management staff is expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.