

RESOLUTION NO. 18-02

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TWENTYNINE PALMS WATER DISTRICT
APPROVING AN AMENDED AND UPDATED
EMPLOYEE MANUAL**

WHEREAS, the Twentynine Palms Water District ("District") currently maintains the Twentynine Palms Water District Employee Manual ("Employee Manual") for the benefit of its employees;

WHEREAS, the Employee Manual sets forth the District's personnel rules, regulations and policies and governs the terms of employment for all individuals employed by the District;

WHEREAS, on September 24, 1997, the District's Board of Directors first adopted the current Employee Manual; and


WHEREAS, the District and its Board of Directors now desires to update and amend the Employee Manual.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Twentynine Palms Water District that the Employee Manual, attached to this Resolution as Attachment A, is hereby approved.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

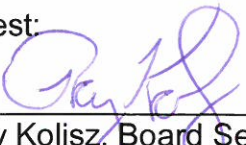
PASSED, APPROVED AND ADOPTED this 28th day of February 2018 by the following vote:

Ayes:	Directors Coghill, Giannini, Horn, Leazer, and Moore
Noes:	None
Abstain:	None
Absent:	None



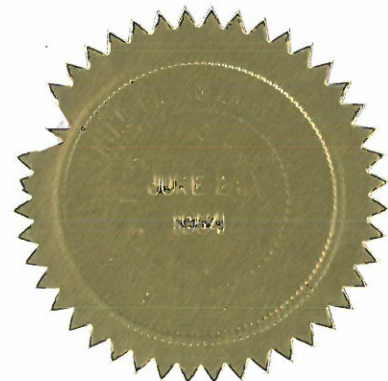
Kerron E. Moore, President
Board of Directors

Attest:



Ray Kolisz, Board Secretary
Twentynine Palms Water District

Attachment A – Twentynine Palms Water District Employee Manual



**TWENTYNINE PALMS WATER DISTRICT
EMPLOYEE MANUAL**

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INTRODUCTION

AUTHORITY & RESPONSIBILITY

In an effort to provide the best quality and most economic water service possible to the customers of the Twentynine Palms Water District, the Board of Directors requires that the General Manager promote a comprehensive Employee Management Program.

This Employee Management Program shall promote and encourage a safe and efficient work environment and work habits; permit employee evaluations to accurately depict the level of efficient and safe work performance; and strictly prohibit acts of violence, unlawful use of drugs and/or alcohol, sexual harassment, discrimination of any kind, acts that violate establishing and maintaining a harmonious work place or any other action that would undermine the reputation and productivity of the District. The General Manager will ensure that the subject program is documented in an Employee Manual.

The Board of Directors establishes policies for the District and is the governing body of the District. The Board supervises District management to ensure that said policies are implemented pursuant to the Board's desires.

The Board has the authority to appoint certain officers including the General Manager. The General Manager has full charge and control of the maintenance, operation, and construction of the District's water system and other facilities, as well as personnel and other District operations. The Board does not have the authority or responsibility for personnel decisions, including but not limited to disciplinary matters involving personnel, other than the General Manager and other officers of the Board.

The General Manager has full power and authority to employ and discharge all employees and other agents and to prescribe the duties of employees and agents. In addition, the General Manager has the authority to fix and alter the compensation of employees and agents subject to approval of the Board.

The Operations Manager, as defined in this Manual, shall act in full authority as the General Manager in the General Manager's absence, upon specific delegation by the General Manager. Department Managers shall oversee their appropriate departments for policy compliance including, but not limited to, personnel evaluation, equipment, budget and operations.

PURPOSE OF DISTRICT EMPLOYEE MANUAL

This Employee Manual was adopted pursuant to Resolution 18-02, passed by the Board of Directors of the Twentynine Palms Water District on February 28, 2018. It supersedes the Employee Manual adopted by the District Board of Directors on September 24, 1997. The intent of this Manual is to set forth the District's personnel rules, regulations and policies. This Manual may be amended by the Board of Directors at any time. This Manual serves as a resource for management and staff in determining the manner in which matters of employment are to be conducted.

EMPLOYEE HANDBOOK

If any provision of this Manual is in conflict with rules, regulations or statutes having authority over the Twentynine Palms Water District, said rules, regulations or statutes shall prevail.

This Manual is not an employee contract, but intended to provide employees with certain guidelines regarding employment with the District. The District, adheres to the policy of employment-at-will, which permits the District or the employee to terminate the employment relationship at any time, for any reason. Neither the policies contained in this employee manual, nor any other written or verbal communication by a manager, are intended to create a contract of employment or a warranty of benefits. The policies contained in this manual may be added to, deleted, or changed at the sole discretion of the District, in accordance to state and federal labor codes, with the exception of the employment-at-will policy. All employees are hired on an "at will" basis unless employed under a written contract stating otherwise.

This Manual is not meant to exhaustively cover all situations, terms or conditions of employment. It is designed as an overview of the employer-employee relationship and to provide guidelines for dealing with situations in the workplace.

EMPLOYMENT POLICIES & PRACTICES

EQUAL EMPLOYMENT OPPORTUNITY

It is the continuing policy of the District to provide equal employment opportunities for all individuals who have the necessary qualifications with respect to recruitment, hiring, performance appraisal, promotion, training, termination, compensation, or other personnel-related activities regardless of the actual or perceived ancestry, race, color, religion, sex, gender, gender identification, gender expression, national origin, disability, medical condition, marital status, age, genetic information, sexual orientation preference, or veteran/military status. All employee decisions will be based upon policies and practices that further the principles of equal employment opportunity.

Every member of management is held responsible for assuring non-discrimination in employment opportunities. In addition, all staff members, regardless of position, share in the responsibility of maintaining a discrimination-free work environment.

EMPLOYMENT

All employees are hired on an "at will" basis, unless employed under a written contract stating otherwise or are employed in a position subject to the conditions contained in a written collectively bargained Memorandum of Understanding between the District and a recognized employee organization. This means that you may resign at any time and that the District may terminate you at any time, with or without cause.

Any offer of employment will be conditioned upon a designation of "medically qualified" through a pre-employment physical exam and other conditions set forth in the recruitment bulletin and/or offer letter.

JOB DESCRIPTIONS AND ORGANIZATIONAL CHART

The General Manager shall prepare and maintain an organizational chart, which delineates lines of authority for the purpose of clarifications and public information. The position title used in the organizational chart will be the official designation of an individual position or classification.

A job description will be a written record providing the title and definition of a position, a listing of illustrative examples of the essential job functions performed, and the qualifications necessary to be considered for appointment. Job descriptions will be descriptive and explanatory but not restrictive, and will not be construed as limiting the assignments or duties of any position; nor will they limit or modify the power of the appointing authority to direct and control the work of employees under his/her supervision.

A full directory of all current job descriptions including the current organizational chart is a separate and detailed document under a separate cover and is incorporated herein by name. The job descriptions and organizational chart may be updated from time to time.

PRE-EMPLOYMENT MEDICAL EXAMINATION

All applications for employment shall contain a statement to applicants advising them that the selection process includes taking and passing a pre-employment medical examination. The examination shall include testing for the presence of health problems, which may interfere with their prospective job performance or be detrimental to employees or the public.

After a conditional offer for employment has been made, applicants shall be required to sign consent forms authorizing the examination and release of the examination results. Any applicant who refuses to sign the consent form or to submit to the medical examination shall not be considered for employment.

All medical examinations and the results thereof shall be approved by the General Manager. Examination results are confidential and shall be used solely for assistance in the District's determination for employment and will not be released except to the General Manager, the applicant upon request, or if the examining physician determines that a medical problem should be brought to the applicant's attention.

If a required medical examination reveals a medical problem that is recommended by the examining physician to be investigated further, any such investigation and/or follow-up procedures shall be paid for by the applicant.

DISABILITY AND THE INTERACTIVE PROCESS

Under California law, disability is defined as an impairment that makes the performance of a major life activity difficult. The District provides reasonable accommodation to applicants and employees who, because of their disability, are unable to perform the essential functions of their job. When an applicant or employee is in need of a reasonable accommodation for a disability, the District will engage in an interactive process to determine if there is a reasonable

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accommodation that will allow the applicant or employee to obtain or maintain his/her employment with the District.

MERIT SYSTEM POLICY

The Board of Directors has determined that it is in the best interests of the public that all personnel be employed, promoted, demoted, disciplined or terminated based upon their job performances. Individuals will be hired based upon their qualifications for a particular position or job classification and they will be expected to perform the duties required and fulfill the responsibilities of that position.

The District's merit personnel system will attempt to be as flexible as possible to provide for the needs and requirements of each employee, but the primary purpose of the merit system is to provide service to the public in an efficient and economical manner.

EMPLOYEE STATUS

1. Full-Time Regular Employee

Defined as employees who have successfully completed their introductory period and are assigned a definite work schedule of at least 30 hours per week and their employment is expected to continue for an indefinite period of time. Full-time regular employees are eligible for employee benefits as described later in this Manual. Full-time employees that work less than 40 hours per week, but 30 or more hours per week, will have benefits pro-rated according to the number of hours worked, in accordance with the policies and requirements of benefit vendors.

2. Part-Time Regular Employee

Defined as employees who have successfully completed their introductory period and are assigned a work schedule of less than 40 hours per week and it is expected to continue for an indefinite period of time. Part-time regular employees may be eligible for vacation, sick leave, and holiday benefits as described later in this Manual.

3. Temporary Employee

Defined as employees who are hired by the District to work within any job classification for only the duration of a specific work assignment. Such a work assignment may range from one (1) day to the completion of a specific project(s). The temporary employee is eligible for vacation and sick time accrual following completion of working each full payroll period. The temporary employee shall be eligible for health benefits on the first of the month following completion of two (2) full calendar months of employment. The temporary employee shall be eligible for PERS contributions and health benefits, if the work assignment is estimated to be longer than six (6) months or the person works 1,000 hours in a fiscal year. Leave during which the member is excused from working and paid vacation, sick leave, etc., is included in the 1,000 hours.

4. Introductory Employee

Defined as newly hired employees whose fitness for the position into which they are hired is closely monitored and assessed during a six-month introductory period. Employees who successfully complete the introductory period are moved into Regular Employee status. Introductory employees may be released during the introductory period without cause.

5. Exempt/Non-Exempt Employee

Employees whose jobs are governed by the FLSA are either "exempt" or "non-exempt." Non-exempt employees are entitled to overtime pay. Exempt employees are not. Most employees covered by the FLSA are non-exempt. Some jobs are classified as exempt by definition. For most employees, however, whether they are exempt or non-exempt depends on (a) how much they are paid, (b) how they are paid, and (c) what kind of work they do. The requirements to determine this status are outlined in the FLSA Regulations (promulgated by the U.S. Department of Labor).

6. At-Will Employee

Defined as employees who serve at the pleasure of the District and may be terminated at any time for cause or without cause.

RESIGNATION AND EXIT INTERVIEW

An employee who makes the decision to resign from the District, should so advise his or her supervisor as soon as possible. All resignations are to be written and signed by the employee specifying the last date of employment. Resignations may be withdrawn only with the approval of the General Manager.

In an effort to gain valuable information from the employee's perspective and efforts toward operational improvement, the District will request an exit interview to be completed by the departing employee and submitted to the General Manager no later than the last day of employment.

LAYOFFS

Any position of employment may be eliminated and the employee holding such position may be laid off or demoted in the event the District Board adopts a policy for a reduction in the District workforce. Employees represented by a recognized employee organization will be laid off in accordance with the layoff procedure set forth in the Memorandum of Understanding in effect at the time of the District Board action.

Following the Board's adoption of a reduction-in-force policy, non-represented employees to be laid off shall be given at least twenty (20) calendar days' prior notice of the effective date of the layoff and the opportunity to discuss the layoff with a supervisor.

EMPLOYEE HANDBOOK

DISMISSAL

An at-will employee may be dismissed at any time with or without cause. An employee may be dismissed from his or her position by the Department Manager, under the authority, and with prior approval, of the General manager, for disciplinary reasons.

ABOLITION OF POSITION

Whenever, in the judgment of the General Manager, it becomes necessary in the interest of economy or because the necessity for the position or employment involved no longer exists, the General Manager may abolish any position. The action of the General Manager is final and conclusive and shall be implemented in accordance with the provisions regarding layoffs as set forth in this Manual.

CONTINUITY

In regard to introductory and full-time employees in all classifications, length of continuous service with the District will be used as the basis for determining benefits such as vacation time scheduling.

Length of continuous service shall be one of a number of factors taken into account in regard to potential promotions, demotions and layoffs. Continuous service with the District will start with the date of employment and will continue until one of the following occurs:

- a. An employee is discharged by the District.
- b. An employee voluntarily terminates his/her employment.
- c. An employee is laid off.

Continuity of an employee's service will not be broken by absence for the following reasons, and his/her length of service/seniority will accrue for the period of such absence:

- a. Absence by reason of industrial disability.
- b. Authorized absence without pay for less than thirty (30) days in a calendar year.
- c. Absences governed by applicable state and/or federal laws such as the Family and Medical Leave Act and the Uniformed Services Employment and Reemployment Act.

GRIEVANCE PROCEDURE

The purpose of this policy is not to replace, but to supplement the routine methods of responding and settling employee problems and grievances. If these routine methods fail to resolve an issue, this policy provides a formal procedure for addressing grievances by an employee who claims that he/she has been affected by a violation, misapplication, or misinterpretation of a law, District policy, rule, regulation or instruction. Grievance procedures contained in employment contracts or a Memorandum of Understanding in effect for employees represented by a recognized employee organization will be followed for employees who are parties to these written contracts with the District. Grievance procedures do not apply to disciplinary matters and the specific procedures that apply to said matters.

EMPLOYMENT OF RELATIVES

It is the policy of Twentynine Palms Water District to seek for its staff the best possible candidates through appropriate search procedures. There shall be no prohibition to appointment of close relatives in any staff category in different departments so long as the following requirements are met:

No employee shall vote, make recommendations, or in any way participate in decisions about any personnel matter which may directly affect the selection, appointment, promotion, termination, other employment status, or interest of a close relative.

For the purpose of this policy, "close relative" is defined as spouse, registered domestic partner, parents, children, foster or step-children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law or any other person who is a legal dependent of the employee.

Close relatives of employees and persons with whom employees reside will not be eligible for employment within the same department, division, or facility when potential problems of supervision, safety, security, or morale exist, or if personal relationships may create an actual or potential conflict of interest, cause disruption, or create a negative or unprofessional work environment.

If two employees become subject to the restrictions of this policy after they are hired, one or both must seek a transfer that eliminates the actual or potential conflict of interest. If transfer is not an option, the decision as to which of the employees will remain in the employ of the District must be made by the two employees within thirty (30) days of becoming subject to the restrictions of this policy. If no decision is reached, both employees will be terminated.

VISITOR POLICY

The public areas of the District office are intended for use by customers and the public for conducting business with the District. Visits from family or friends to District premises shall be limited to situations of extreme necessity and should not become a regular occurrence.

Due to potential insurance and liability issues, employees shall not meet with family or friends or otherwise use District premises, including District vehicles for any non-District business except in the case of extreme necessity as mentioned herein. This prohibition applies regardless of whether or not the employee is on duty.

WORKING CONDITIONS

Hours of Business

The District office will be open for business from 7:30 a.m. to 5:00 p.m. on all days of the year except Saturdays, Sundays and designated holidays.

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Hours of Work

The regular hours of work each day shall be consecutive hours in a 24-hour period, except for interruptions at meal periods.

The workday for Field Personnel is 7:00 a.m. to 3:30 p.m. The workday for Office Personnel will be distributed between 7:15 a.m. and 5:15 p.m. The specific times for work breaks and lunch breaks for office and field personnel shall be determined by the employee's supervisor and shall be subject to change.

The General Manager may direct or allow an employee to work a different schedule when the General Manager determines that the best interest of the public and the needs of the employee may both be served.

All full time regular employees will be required to work a minimum of 40 hours per week. One fifteen-minute work break will be provided to be taken approximately midway through the first half of the work shift and one to be taken approximately midway through the second half of the work shift. Breaks shall be structured so that District business and service to the public are not disrupted. Rest break time cannot be accumulated.

A lunch period is up to 60 minutes. If an extended time exceeding 60 minutes is needed on occasion, this must be approved in advanced by the employee's supervisor. Lunch periods may be waived only if the total hours worked in that day will not exceed six hours.

The work week shall consist of seven (7) consecutive days from 12:01 o'clock A.M. Sunday, through midnight Saturday. Departments may have different work days to accommodate service and job requirements.

Uniforms & and Protective Clothing

The cost of such uniforms and/or protective clothing, shoes, etc., that employees are required to wear shall be borne by the District. At the discretion and with prior approval of the District, qualifying employees may be reimbursed, upon proof of purchase, for specific items required by the District and/or to meet safety requirements. In addition, the District may, at its discretion, make arrangements with retailers to provide qualifying employees with such items and then to bill the District for same.

When an employee for whom said uniforms, clothing, shoes, etc., were purchased or reimbursed is terminated for any reason prior to completing three (3) continuous months of service after said purchase, the employee shall return such items or a portion of the cost of said items shall be retained from his/her final payment. That portion retained shall be a percentage of the total cost of said items equal to 100% less the ratio of the amount of time worked to three (3) continuous months of regular work.

Tools and Equipment

Tools and equipment belonging to the District shall remain on property and are to be used for District business purposes only. The use of tools and equipment for the conduct of outside work

is **strictly prohibited**. Employees who are assigned to utilize such property are to operate and maintain it in accordance with its intended use and established procedures. All tools and equipment must be returned to the District prior to an employee's voluntary termination or retirement. An employee who is dismissed involuntarily is to return District items in his/her possession immediately upon notification of termination.

Use of Tobacco and E-Cigarette Products Within the District

In the best interest of the health and safety of Employees and the general public, the smoking and use of tobacco and e-cigarette products shall be prohibited within District buildings and other confined spaces on any District property including, but not limited to, District vehicles.

The successful implementation of this policy depends upon the thoughtfulness, consideration and cooperation of smokers and non-smokers. All individuals on District premises share in the responsibility of adhering to this policy.

All District employees will be responsible for advising members of the public who are observed smoking tobacco or using e-cigarette products within District premises of the District's policy on the matter. Said individuals shall be asked by staff to refrain from smoking. Members of the public who refuse to comply with this policy may be asked to leave District premises.

District employees who violate this policy will be subject to disciplinary action.

Access to Personnel Records

California law provides that current and former employees (or a representative) have the right to inspect and receive a copy of the personnel files and records that relate to the employee's performance or to any grievance concerning the employee. Inspections will be allowed at reasonable times and intervals, within 30 calendar days from the date the Office Manager receives a written request. Upon a written request from a current or former employee, or a representative, the District will provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not less than 30 calendar days from the date the employer receives the request.

To facilitate the inspections, the District will: (1) maintain a copy of each employee's personnel records for a period of not less than three years after termination of employment, (2) make a current employee's personnel records available for inspection, and if requested by the employee or his/her representative, provide a copy at the place where the employee reports to work, or at another location agreeable to the District and the requester. If the employee is required to inspect or receive a copy at a location other than the place where he or she reports to work, there will be no loss of compensation to the employee, (3) make a former employee's personnel records available for inspection, and if requested by the employee or representative, provide a copy at the location where the employer stores the records, unless the parties mutually agree in writing to a different location.

The District is not required to make those personnel records or a copy available at a time when the employee is actually required to render service to the district, if the requester is the employee. The District is required to comply with only one request per year by a former employee to inspect or receive a copy of his or her personnel records. A former employee may receive a copy by mail if he or she reimburses the District for actual postal expenses.

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If a former employee seeking to inspect his or her personnel records was terminated for a violation of law, or an employment-related policy, involving harassment or workplace violence, the District may comply with the request by doing one of the following: (1) making the personnel records available to the former employee for inspection at a location other than the workplace that is within a reasonable driving distance of the former employee's residence, (2) providing a copy of the personnel records by mail.

The right to inspect personnel files and records does not apply to records relating to the investigation of a possible criminal offense, letters of reference, or ratings, reports, or records that (a) were obtained prior to the employee's employment, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional exam.

The right to inspect personnel files does not apply to an employee covered by a valid collective bargaining agreement if the agreement expressly provides for all of the following: (1) the wages, hours of work, and working conditions of employees, (2) a procedure for the inspection and copying of personnel records, (3) premium wage rates for all overtime hours worked, (4) a regular rate of pay of not less than 30 percent more than the state minimum wage rate.

The District will give an employee or job applicant, upon request, a copy of any instrument that the employee or applicant has signed relating to the obtaining or holding of employment.

The District will allow current and former employees to inspect or copy payroll records pertaining to that current or former employee. If the District receives a written or oral request from a current or former employee to inspect or copy his or her payroll records the District will comply with the request within 21 calendar days from the date of the request.

The District is required to keep accurate payroll records on each employee, and such records will be made readily available for inspection by the employee upon reasonable request.

All employers in California must provide employees or their representative(s) access to accurate records of employee exposure to potentially toxic materials or harmful physical agents.

Employment records may be subpoenaed from a current or former employer by a third party. If employment records are subpoenaed, the employee will be notified and he/she has the right to object to production of the records.

EMPLOYEE CONDUCT

Standards of Conduct

All actions of employees shall be governed by reasonable rules of conduct as set forth in this Manual. The intent of these standards of conduct is to work toward the protection of their rights and safety of all employees and members of the public as well as to provide for the efficient operation of the District. The following is a non-exclusive list of the more common reasons or offenses for disciplinary action.

1. Action contrary to personnel rules and regulations of the District.
2. Inefficiency or incompetence.

3. Willful disobedience or insubordination.
4. Dishonesty.
5. Violation of the District's drug and alcohol policies.
6. Possession and/or use of a firearm or other weapon on District premises, in a District vehicle, or while engaged in District business.
7. Disorderly or illegal conduct which adversely affects job performance or fitness for his/her job.
8. Discourteous treatment of the public or fellow employees while on the job, which adversely affects job performance or fitness for his/her job.
9. Conviction of a felony, which adversely affects job performance or fitness for his/her job.
10. Absence without leave for three (3) or more consecutive working days.
11. Neglect of duty.
12. Action incompatible with, or not in the best interest of public service, which adversely affects job performance or fitness for his/her job.
13. Failure to follow safe working practices or failure to report promptly any injury.
14. Theft or willfully destroying or damaging any property of the District, its customers, visitors or personnel.
15. Fighting with fellow employees.
16. Entering time on another employee's time card, or requesting another person to enter time on your time card.
17. Entering time In and Out on a time card at times other than those authorized.
18. Discussing personal and/or personnel problems with customers at the workplace and/or during working hours.
19. Soliciting or accepting tips/gifts for District services.
20. Disclosing anything of a personal nature concerning a customer or employee unless the specific work duties require the giving or exchanging of such information.
21. Violation of Federal, State or local laws.
22. Failing to exercise proper custodial responsibility of District keys or property.
23. Failure to notify your supervisor if you leave your job or premises during working hours.
24. Consuming food or beverages at unauthorized times or in unauthorized places.
25. Selling tickets or chances on pools or raffles, or gambling on District premises.
26. Unauthorized posting of notices or literature on District premises.
27. Soliciting, collecting funds and/or circulating literature of any nature on District property during working hours without the approval of the Manager.
28. Conducting personal business on District time.
29. Using the District tools and equipment for personal matters.
30. Taking more than the specified time for meals or rest breaks.
31. Unauthorized attendance or participation in meetings or gatherings during working hours.
32. Altering, falsifying or making a willful misstatement of facts on any District record or chart, job or work record, or employment application.
33. Misrepresenting reasons when applying for a leave of absence or for other time off work.
34. Failure to withdraw from, or to report, outside activities or interests, which are covered by codes and laws that reflect a conflict of interest, which would detract from, or adversely affect, the interest of the District.
35. Unacceptable personal hygiene and grooming.

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36. Sleeping on the job, intentional slowdown of work, intentional disruption of the work force, or loafing during working hours.
37. Scheduling off-duty time or vacation without the express consent of the supervisor.
38. To engage in any form of other employment during District working hours.

Conflict of Interest/Outside Employment

It is the policy of the District that all employees should avoid any activity, practice, secondary employment, or action that has the potential for creating a conflict between one's personal interest and one's employment with the District.

Acceptance of Gifts

As a general rule, all gifts to elected officials, officers, employees and family members from vendors, contractors and consultants are forbidden. Laws governing the acceptance and reporting of gifts are contained in the Political Reform Act found in the Government Code. Elected officials and designated employees required to file Statements of Economic Interest should refer to the District's Conflict of Interest Code on file at the District. Acceptance of plaques and commemorative mementoes, of nominal value, or of value only to the recipient, is permissible.

Entertaining and Acceptance of Entertainment

Acceptance of meals, travel, lodging and entertainment from vendors, contractors and consultants is prohibited for elected officials, officers and employees or their immediate family. Elected officials, officers, and employees who must, for business purposes, dine and/or entertain vendors, contractors or consultants, shall do so at their own expense. Reimbursements of such expenses shall be subject to approval and shall be limited by the District's procedures for expense reimbursement.

Outside Employment/Incompatible Activities

No employee shall, directly or indirectly, give, offer, or promise anything of value to any representative of any organization in connection with any transaction or business the District may have with the organization.

Officers and employees shall not engage in any employment or activity which is incompatible with his/her duties as an officer/employee of the District.

Incompatible activities that involve the potential for conflict of loyalties between duties as an officer/employee of the District and the outside employment/activity include the following:

- Use of District time, facilities or the prestige and influence of his/her position for private gain.
- Performance of an act in other than his/her capacity as an officer/employee where such an act may later be subject, directly or indirectly, to the control or inspection of any other officer/employee of the District.
- Such time demands as would render performance of his/her duties as an officer/employee to be less efficient.

- Use/disclosure of confidential information for private gain or use/disclosure that is not for the purpose or interest of the District.

Any officer/employee desiring to engage in outside employment or activity shall first obtain approval from the General Manager. The officer/employee shall submit a statement naming the prospective employers or group and outlining the proposed duties and hours of work. Approval may be denied if, in the discretion of the General Manager, such outside employment/activity is incompatible, pursuant to the factors set forth above, with the proper discharge of the officer's/employee's official duties. Said approval may be reconsidered and withdrawn at any time under the discretion of the General Manager for the reasons and factors set forth above.

In the event the General Manager determines there has been a violation of this policy against incompatible activities, the officer/employee shall receive notice of the violation, proposed disciplinary action, and the right of appeal pursuant to the provisions of the Conflict of Interest Code, this Manual, and/or state law/regulation, whichever is applicable.

Unlawful Discrimination and Harassment Policy

The Twentynine Palms Water District is committed to providing a work environment free of unlawful discrimination, harassment, and retaliation against employees who report or complain of such unlawful behavior. District policy prohibits sexual harassment and harassment based on medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, marital status, age, sex, (including gender identity, sexual orientation, and pregnancy), genetic information or any other basis protected classes specified by federal, state or local law or ordinance or regulation. **All such harassment is unlawful.**

The District's anti-harassment policy applies to all persons involved in the operation of the District, including management and co-workers.

Sexual harassment is sexual behavior that is illegal, unwelcome, and personally offensive. Specifically, in regard to sexual harassment of employees, the regulations of the Fair Employment and Housing Commission of the State of California defines sexual harassment as unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- b. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, gestures, email, text messages, or social media.
- c. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- d. 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

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- e. Retaliation for having reported or threatened to report harassment.

If an employee believes he/she has been unlawfully harassed by another employee, the employee should tell him or her that the employee finds such behavior offensive, that such behavior is against the District's policy, and ask him or her to immediately stop the behavior. It is important to let fellow employees know when an employee considers such behavior offensive, as the District hires people from a variety of cultural and ethnic backgrounds, and that person may not realize that behavior he or she thinks is proper could be seen by others as offensive.

If an employee believes that he/she has been unlawfully harassed, the employee should provide an oral or written complaint to his/her own or any other supervisor/manager or to the General Manager as soon as possible after the incident. The complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. All incidents will be submitted to the General Manager who will promptly undertake an effective, thorough and objective investigation of the harassment allegations. If the General Manager is the person accused of unlawful harassment, an appropriate replacement will be designated to undertake the investigation.

If the District determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the District to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. All parties concerned will be advised of the results of the investigation.

All employees are encouraged to report any incidents of harassment immediately so that complaints can be quickly and fairly resolved.

Employees should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency.

Workplace Violence

The District's policy is to promote a safe environment for our employees and the visiting public, and to work with our employees to maintain a work environment that is free from violence, harassment, intimidation, and other disruptive behavior. Violence or threats of violence in any form is unacceptable behavior. Violence in any form will not be tolerated and will be dealt with appropriately. Employees at all levels are encouraged to report threatening or intimidating behavior to the appropriate authorities. All claims of workplace violence will be investigated and immediate action will be taken to remedy the situation.

Drug & Alcohol Abuse Policy

The District has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency and service to the public. Employees who are under the influence of alcohol or drugs on the job compromise the District's interests. They endanger their own health and safety, as well as the health and safety of

others. In addition, they can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for wo-workers, behavior that disrupts other employees, delays in the completion of jobs, and disruption of service to the public. The district is required to comply with the United States Department of Transportation (DOT) regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991.

Any employee is prohibited from engaging in the unlawful manufacture, distributing, dispensing, possession, use of or being under the influence of a controlled substance or alcohol on District premises, in District vehicles or while conducting District business off the premises. Violation of this policy shall be grounds for disciplinary action, up to and including termination. All employees are required to abide by this policy.

Under the Drug Free Workplace Act, all District employees are required to notify the District of any criminal drug conviction for a violation occurring in the workplace or during a District-related activity or event no later than five days after the conviction. When required by federal law, the District will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

An employee shall notify his/her supervisor of his/her use of any drug prescribed by a physician which could affect the employee's work performance. For the purpose of applying this policy, being under the influence of drugs, alcohol and/or other controlled substances means being impaired in any way from fully and proficiently performing job duties and/or having a detectable amount of said substances in one's body.

The decision to discipline or terminate an employee found to have used and/or be under the influence of drugs, alcohol and/or other controlled substances during working hours may, in the discretion of the General Manager, be held in abeyance pending said employee's attempt at rehabilitation. Discipline or termination that is waived or held in abeyance pending rehabilitation should be done on the condition, set forth in writing, that the employee successfully complete an approved rehabilitation program and faithfully comply with maintenance and therapeutic measures (e.g., attendance at AA or NA meetings).

Desks, lockers and other storage areas are provided by the District for the convenience of the employee but always remain the property of the District. The District retains the right to inspect said items and areas at any time without prior notice.

In addition, the District reserves the right to require any employee to open a tool box, lunch box, lunch pail, parcel, package or purse. The employee's condition of employment and failure to cooperate shall be grounds for disciplinary action, including termination. Any employee who does not wish to have such items or areas inspected should not bring them onto District premises.

Safety-Sensitive Employees required to Have Commercial Driver's License

Employees in safety-sensitive positions who are required to maintain Commercial Driver's Licenses of Class A, B or any license with a hazardous materials endorsement, shall be required to participate in the Federal Omnibus Transportation Employee Testing Act of 1991. This program is incorporated herein by name and reference.

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Drug and Alcohol Testing

Pursuant to DOT regulations, the District has implemented six types of drug and alcohol testing for employees assigned to safety sensitive positions: (1) pre-employment (drug testing only); (2) reasonable suspicion; (3) post-accident; (4) random; (5) return-to-duty; and (6) follow-up.

1. **Pre-employment.** All applicants for driving positions must submit to urine drug tests. A Covered employee/applicant is not required to submit to a urine drug test if: (1) the District can verify that the Covered Employee has participated in a valid drug testing program within the preceding thirty (30) days; (2) while participating in that program, was either tested within the past six (6) months or participated in a random selection program for the previous twelve (12) months; and (3) no prior employer has knowledge that the Covered Employee violated any part of the regulations within the last six months.
2. **Reasonable Suspicion Testing.** Reasonable suspicion for requiring a Covered Employee to submit to drug and/or alcohol testing shall be deemed to exist when a Covered Employee manifests physical or behavioral symptoms or reactions commonly attributed to the use of controlled substances or alcohol. Such conduct must be witnessed by at least one supervisor trained in compliance with current federal regulations. Should a supervisor observe such symptoms or reactions, the Covered Employee must submit to testing.
3. **Post-Accident Testing.** The Covered Employee must submit to drug and alcohol testing any time he/she is involved in an accident where: (1) a fatality is involved; or (2) the Covered Employees receives a citation for a moving violation arising from the accident, and any party involved requires immediate treatment for an injury away from the accident scene, or if any vehicle involved incurs "disabling damage" (i.e. must be towed away). Following any accident, the Covered Employee must contact the District as soon as possible. The Covered Employee will be presented with an information card setting forth certain instructions for post-accident drug and alcohol testing. The Covered Employee shall follow the instructions contained on the information card as well as any additional instructions from the District or its representatives.

Any time a post-accident drug or alcohol test is required, it must be performed as soon as possible following the accident. If no alcohol test can be made within eight (8) hours, attempts to perform an alcohol test shall cease. If testing is not done, the reasons for not testing will be documented. If no urine collection can be obtained for purposes of post-accident drug testing within thirty-two (32) hours, attempts to make such collection shall cease.

In the event that federal, state, or local officials conduct breath or blood tests for the use of alcohol and and/or urine tests for the use of controlled substances following an accident, these tests may meet the requirements of this section, provided the tests conform to applicable federal, state, or local requirements. The District may request testing documentation from such agencies, and may ask the employee to sign a release allowing the District to obtain such test results.

In the event a Covered Employee is so seriously injured that the Covered Employee cannot provide a sample of urine, breath or saliva at the time of the accident, the Covered employee must provide necessary authorization for the District to obtain hospital records or other documents that would indicate the presence of controlled substances or alcohol in the Covered Employee's system at the time of the accident.

4. **Random Testing.** The District is required to conduct random drug and alcohol testing of Covered employees. Random selection provides an equal chance for each Covered employee to be selected each time random selection occurs. Random selections will be reasonably spread throughout the year. The District will test, at a minimum 50 percent of the average number of Covered Employee positions in the employer consortium in each calendar year or at a rate established by the DOT for a given year. The district will select, at a minimum 10 percent of the average number of Covered Employees positions in the employer consortium in each calendar year for random alcohol testing, or at the rate established by the DOT for the given year. Random selection, by its very nature, may result in Covered employees being selected in successive selections or more than once per calendar year. Alternatively, some Covered Employees may not be selected in a calendar year.

If a Covered Employee is selected at random, for either drug or alcohol testing, A District official will notify the Covered employee. Once notified, every action the Covered Employee takes must lead to a collection. If the Covered Employee engages in conduct that does not lead to a collection as soon as possible after notification, such conduct may be considered a refusal to test.

5. **Substance Abuse Evaluation, Return to Duty and Follow-up Testing.** Any covered Employee who engages in prohibited conduct shall be provided with the names, addresses, and telephone numbers of qualified substance abuse professionals (SAPs). If the Covered employee desires to become requalified, the Covered Employee must be evaluated by a SAP and must submit to any treatment the SAP prescribes. Following evaluation and treatment, if any, in order to become requalified, the Covered Employee must submit to and successfully complete a return-to-duty drug and/or alcohol test. Such Covered Employee may also be subject to follow-up testing. Follow-up testing is separate from and in addition to the District's reasonable suspicion, post-accident, and random testing procedures. The schedule for follow-up testing shall be unannounced and in accordance with the instructions of the SAP. Follow-up testing may continue for a period of up to sixty (60) months following the Covered Employee's return to duty. No fewer than six (6) tests shall be performed on the first twelve (12) months of follow-up testing. The cost of any SAP evaluation or prescribed treatment shall be borne by the Covered Employee.

Other Safety-Sensitive Employees

Other Safety-Sensitive employees include those who apply for promotion to, or are in, positions including, but not limited to, the operation of dangerous or heavy equipment and the handling of hazardous or otherwise dangerous materials. Such employees may be subject to reasonable suspicion, random and post-accident testing as described above.

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Procedures for Reasonable Suspicion, random and Post-Accident Testing

1. Reasonable Suspicion Testing. An employee who may be under the influence of alcohol and/or drugs is observed by a supervisor. The employee will then immediately be suspended from duty (with pay) and driven by District staff (or others designated) to the District's specified laboratory.

At the laboratory, the employee will be required to submit a urine sample in the event drugs are suspected or a breath sample in the event alcohol intoxication is suspected.

The District will take precautions to prevent the employee from going back to work and driving their own car home. Instead, the employee will be given assistance in obtaining a ride home from the laboratory.

The employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for twenty-four (24) hours after administration of the test. The employee whose confirmation test results indicate alcohol concentration of 0.04 or greater for alcohol will be subject to discipline including termination.

The employee whose drug test results are verified negative will be reinstated. The employee whose drug test is verified positive will be subject to discipline including termination.

2. Random Testing. The District, or a designated laboratory service, randomly selects employees. The employees' supervisors send them to the laboratory.

At the laboratory, the employee will be required to submit a urine sample in the event that drugs are to be tested for, or a breath sample in the event alcohol is to be tested for.

The employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for twenty-four (24) hours after administration of the test. The employee whose confirmation test results indicate an alcohol concentration of 0.04 or greater for alcohol will be subject to discipline including termination.

The employee whose drug test results are verified negative will be reinstated. The employee whose drug test is verified positive will be subject to discipline including termination.

3. Post-Accident Testing. The employee notifies a supervisor that an accident has occurred.

The supervisor determines that circumstances of the accident warrant a post-accident test when a citation was issued or bodily or property damage occurred. Thereafter, the supervisor directs the employee to immediately go to the District's designated laboratory.

The employee will be required to submit a urine sample for drugs and a breath sample for alcohol testing.

The employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for twenty-four (24) hours after administration of the test. The employee whose confirmation test results indicate an alcohol concentration of 0.04 or greater for alcohol will be subject to discipline including termination.

The employee whose drug test results are verified negative will be reinstated. The employee whose drug test is verified positive will be subject to discipline including termination.

Electronic Communications

Electronic communications, including cell phones, voice mail, e-mail, computer systems and the internet are property of the District and are to be used for business purposes only. The District may monitor its electronic communications for compliance with business use and to prevent unlawful and improper use. Employees do not have any personal privacy right relating to the use of the District's electronic communication devices and systems.

COMPENSATION & JOB PERFORMANCE

Time Clock/Daily Time Sheets

Each non-exempt employee is responsible for maintaining an accurate record of his/her time. Each non-exempt employee is required to utilize the time clocks and cards located in the District office and the O & M Office and the Treatment Plant to clock in and out for beginning time, lunch period and end of day. These cards will be supplied weekly by the Department Manager.

A separate time sheet for actual time worked shall be prepared, detailing how the employee's time will be charged for accounting and job costing purposes, and will be turned in to the Department Manager at the end of each two-week payroll period.

In all cases, employees shall sign their time sheets and time cards. Department Managers shall review the time sheets and cards for accuracy, sign and submit them to the Finance Department at the designated times.

Pay periods commence at 12:01 a.m. Sunday through midnight Saturday. Any overtime worked shall be indicated on the time sheet and initialed by the Department Manager at the time the overtime is worked.

Exempt employees are compensated on a salary basis as specified under the Fair Labor Standards Act of the Department of Labor. Exempt employees shall prepare Leave Slips showing time off and the appropriate bank (e.g., vacation, sick leave) to be charged for that time off.

Pay Periods

The pay period for all employees shall be biweekly (26 times a year) and shall incorporate two work weeks. Paychecks will be distributed biweekly on Wednesday following the end of the pay period. When the regular pay day falls on a holiday, paychecks will be distributed on the work

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day immediately preceding such holiday. Automatic deposits to financial institutions are made in accordance with this schedule.

Employees requesting payment of wages in advance of regular pay days as defined in Policy "Pay Periods," shall submit written request to the General Manager. Advancement of wages prior to a regular pay day is not a privilege which an Employee may use at his/her discretion, but may be authorized by the General Manager in his/her discretion.

Requests for advancement of wages may be submitted only once in any pay period, and frequent requests shall be grounds for denial of authorization. If an advancement of wages is authorized, the amount advanced will not exceed the wages accrued (excluding applicable deductions) by the employee to the date of said request.

Mandatory & Voluntary Payroll Deductions

On each biweekly payroll the following deductions and payments shall be made to the appropriate agencies: federal income taxes, state income taxes, the employee's share to Cal PERS and to Social Security and Medicare and the State Disability Insurance Program, as well as any court mandated programs.

An employee may authorize voluntary deductions from his/her salary for the following:

- Direct Deposits of paychecks or portions thereof
- Credit Union
- Life Insurance
- Deferred Compensation
- United Way
- Pay back to Public Employee Retirement System (PERS)
- Union Dues
- Any other programs authorized from time to time by the District

Signed authorization forms for such deductions shall be filed in the employee's personnel files.

Holiday Pay

On the day of a holiday, all regular work shall be suspended and employees shall receive one (1) day's pay for each of the District observed holidays. To be eligible for holiday pay, an employee must work a full shift both preceding and following the holiday, unless other arrangements have been made with the Department Manager prior to the holiday.

Non-exempt employees who are scheduled to work on a holiday will receive compensation at two times their regular hourly rate. To be eligible for holiday pay, an employee must work a full shift both preceding and following the holiday, unless other arrangements have been made with the Department Manager prior to the holiday.

If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

Stand-by and Call Back

Stand-by duties are defined as circumstances which require the employee so assigned to:

- a. Be ready to respond in a reasonable time to calls for his/her services.
- b. Be readily available at all hours to be contacted by telephone and/or mobile radio calls.
- c. Refrain from activities which might impair his/her assigned duties upon call.
- d. Stand-by duty begins at 7:00 a.m. on Wednesday and ends the following Wednesday at 6:59 a.m.

The District will develop and maintain a stand-by list of Operations and Maintenance Crew non-exempt employees who will be called sequentially for stand-by duty assignments. The District will assign an equipped vehicle to be used on all assignments to stand-by employee during his/her stand-by assignment period.

Employees assigned stand-by shall be additionally compensated with 8 hours of vacation time for each full 7 days of on-call duty performed.

Call-back is defined as when non-exempt employee is unexpectedly required to return to duty because of unanticipated work requirements if notice to return is given to the employee following termination of his/her work shift and departure from his/her headquarters. Call-back shall be compensated at the employee's overtime rate for no less than one hour for each response, and reasonable travel time between home and the worksite shall be considered time worked for call-back purposes.

Overtime Worked for Non-Exempt Employees

Overtime compensation of time and one-half will be paid for each hour of authorized overtime for non-exempt employees. Overtime is defined as time worked in excess of eight (8) hours in a work day. Overtime pay shall be paid in accordance with the Fair Labor Standards Act.

- All overtime work must be authorized in advance by the General Manager or the applicable Department Manager. Each Department Manager shall be required to keep a record of actual hours of overtime worked by his/her employees, with justification for each instance.
- Except as provided in connection with vacation time for employees on stand-by, overtime work shall not be a basis for increasing vacation or sick benefits, nor shall it be a basis for advancing completion of required introductory periods or any salary adjustment.
- At times other than during regular hours of work, any time worked by an employee in
- emergency repair or emergency maintenance of facilities of the District shall be compensated at the overtime rate of pay.
- An employee using sick time, vacation time or any type of leave during a work week will not be eligible for overtime until that person has actually worked more than 40 hours for that week.

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Reimbursement for Use of Personal Vehicle

Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational.

Qualified employees who are required to utilize vehicles as part of their employment shall be provided a District vehicle when at all possible. In those rare circumstances when a District vehicle is not available, and upon prior authorization by the General Manager, an employee may use his/her personal vehicle in the performance of District work. In that circumstance, the employee shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

Proof of adequate insurance covering collision, personal injury and property damage shall be required to be on file with the General Manager of any employee using a personal vehicle in the performance of District work.

Preparation of Compensation Plan

The General Manager shall prepare a compensation plan covering all positions in the District showing the salary ranges and listing other forms of compensation which those positions receive. The Board shall adopt the compensation plan as part of the District's budget each fiscal year.

Employees occupying a position in the District will be paid a wage within the salary range established for that position. Generally, the minimum rate for the position shall apply to the employee upon employment; however, a higher rate may apply if the applicant has exceptional qualifications which justify appointment at a higher rate and is approved by the General Manager.

Performance Evaluation

The General Manager will prescribe and implement a system of assessing the work performance of employees.

- Newly hired employees shall receive a performance evaluation no later than the six (6) month anniversary of hire, at twelve (12) months after hire and annually in the month of July thereafter.
- After the one-year anniversary evaluation, all employees will receive a performance evaluation annually during the month of July.
- Promoted employees will receive a performance evaluation six (6) month after the promotion date, twelve (12) months after the promotion date and annually in the month of July thereafter.
- At least two (2) weeks prior to the evaluation period, employees will be given a self-evaluation form to be completed and shared with the his/her manager at the time of each performance evaluation. The self-evaluation will become part of the employee's personnel file after the evaluation discussion has taken place. The employee will receive a signed copy of the manager's performance evaluation, the original being placed in the employee's personnel file.

- A request for reconsideration of the evaluation may be made to the General manager or delivered to his/her office within five (5) working days after the employee receives the evaluation. The General Manager will confirm or modify the evaluation, his/her decision will be made in writing and delivered to the employee, and such decision shall be final, binding, and not subject to grievance.

Performance evaluations shall be considered in granting merit increase, sustained performance increases, promotions, demotions, discharges or other disciplinary actions.

Merit Increases and Sustained Performance Compensation

Full-Time Regular and Introductory employees are eligible for merit increases. Full-time Regular employees are eligible for sustained performance compensation.

1. Regular employees shall be eligible for merit increase consideration in conjunction with their annual performance review. Approved merit increases will become effective with the first full pay period in August.
2. Newly hired employees (Introductory) shall be eligible for merit increase consideration upon completion of the introductory period in conjunction with their performance review. Approved merit increases will become effective with the first full pay period following the introductory period.

Merit increases within the established salary ranges, are not automatic, but will be granted based upon performance as determined during the employee's performance evaluation and approved by the General Manager. Employees who receive an "Outstanding" performance rating shall receive a 4.5% increase; employees who receive a "Very Good" shall receive a 3.0% increase; and employees who receive a "Satisfactory" shall receive a 1.0% increase. An employee receiving less than a "Satisfactory" rating shall not be eligible for a merit increase.

An employee who has remained at the highest salary rate for his/her position for at least a twelve-month period shall be eligible for sustained performance compensation on August 1 of each year, contingent upon his/her performance evaluation received annually in July. This compensation will be a one-time payment based upon his/her performance evaluation in the following amounts:

1. "Outstanding" rating – 4.5% of annual salary
2. "Very Good" rating – 3.0% of annual salary
3. "Satisfactory" rating – 1.0% of annual salary

If an employee receives a performance evaluation rating that would cause him/her to exceed the highest salary for his/her position, the employee shall be granted the salary increase that would take him/her compensation the highest salary for his/her position. In addition, the employee will receive a one-time payment of the difference between the appropriate sustained performance compensation and the actual monetary value of the merit increase granted to reach the highest salary rate for his/her position.

Promoted Employees - When an employee is promoted, he/she shall be granted a salary increase that will place the employee's salary rate within the salary range of the new position. The amount of the salary increase shall be a minimum of 3% of his/her salary at the time of promotion, provided

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that such an increase will not place the employee at a rate that is higher than the salary range for the new position. If a 3% increase would place the employee's rate above the new salary range, then the employee shall be placed at the highest rate of the specified salary range for the new position.

If a situation occurs which would cause the promoted employee to exceed the highest salary range for the position, the employee shall be granted sustained performance compensation in addition to the hourly increase to the top of their promoted salary range. The amount of the sustained performance compensation shall be the amount specified for their performance evaluation rating LESS the actual monetary value of the merit increase granted to reach the highest salary rate for their position.

A merit increase may be granted to a promoted employee upon completion of six (6) months in his/her new position provided the employee has improved his/her work and is recommended for a merit increase by his/her manager through a performance evaluation which is approved by the General Manager. The amount of the increase will be determined by the rating of "Satisfactory," "Very Good" or "Outstanding" received on the performance evaluation. An employee not receiving at least a "Satisfactory" rating will not be considered for a merit increase.

On August 1, following completion of the first six (6) months in his/her new position, a promoted employee shall be eligible for consideration of a merit increase on the following August 1. The increase shall be contingent upon the employee's performance evaluations as prepared by his/her manager, a recommendation for such an increase from the manager and final approval of the General Manager.

The amount of the increase will be determined by the rating of "Satisfactory," "Very Good" or "Outstanding" received on the performance evaluation. An employee not receiving at least a "satisfactory" rating will not be considered for a merit increase. Because the employee will have completed less than a twelve (12) month period since his/her last consideration for a merit increase, the normal amount of any merit increase shall be prorated. The proration shall be based on the number of months since last consideration of a merit increase divided by twelve (12) months; however, any such proration shall not result in a merit increase larger than would have been granted for a twelve (12) month period.

Each August 1 thereafter, the promoted employees shall be eligible for consideration of a merit increase, contingent upon the performance evaluation rating received annually in July, prepared by his/her manager, a recommendation for such an increase from the manager and final approval of the General Manager. The amount of the increase will be determined by the rating of "Satisfactory", "Very Good" or "Outstanding" received on the performance evaluation. An employee not receiving at least a "Satisfactory" rating will not be considered for a merit increase.

Reclassification

Due to a change in job duties and/or responsibilities, the General Manager may determine that in the best interest of the District, it is necessary to abolish positions and/or create new positions. In such situations, it shall be the General Manager's discretion whether the affected employee(s) shall serve an introductory period as a result of the reclassification.

Demotion

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

- a. When an employee's work performance falls below acceptable standards.
- b. For disciplinary reasons.
- c. When the need no longer exists for a position that an employee fills.
- d. When an employee requests such position and has the consent of both the current and prospective Department Managers.
- e. When an employee is promoted and does not pass his/her introduction period, the employee will be afforded the opportunity to be demoted back to his/her previous position.

Written notice of the demotion will be given to the employee no less than ten (10) working days before the effective date of the demotion. Under extenuating circumstances and upon approval of the General Manager, an employee may be demoted to a new position and still retain his/her current salary level.

Termination Pay

Employees leaving the District's employ involuntarily shall be paid upon termination. Employees leaving the District's employ voluntarily shall be paid no later than 72 hours after they quit, unless they have given 72 hours previous notice of their intention to quit, in which case, the employees are entitled to their wages at the time of quitting.

Professional Appearance

The purpose of this policy is to establish specific guidelines regarding the appropriate professional appearance for District employees. These guidelines shall be consistently enforced on a District-wide basis.

It is the policy of the Twentynine Palms Water District that:

- a. Employees are expected to maintain an appropriate and well-groomed personal appearance at all times.
- b. Employees should exercise good taste in choosing clothes appropriate for their work environment.
- c. While conducting District business, employees shall not wear any of the following: tube tops, tank tops, bare midriffs, halter tops, miniskirts (bottom of hemline greater than 4 inches above mid-knee), bathing suits, jeans, sweat shirts with writing that may be deemed political or offensive, sweat pants, leggings, torn clothing, or any other clothing deemed as unacceptable according to the District's professional standards.
- d. Upon prior approval by the appropriate Department Manager or General Manager, jeans, tee-shirts and shorts may be worn for field work only.
- e. Appropriate items of apparel for employees who primarily work in an office area, or regularly deal with the public in a non-field capacity, are: Shirts/sweaters and long pants; dresses; skirts and blouses/sweaters; suits; socks, and shoes. Culottes are acceptable if they do not have the appearance of shorts.

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- f. Field personnel are required to wear clothing as described in (e) above whenever they are working in a non-field capacity. Some situations where such attire would be appropriate include: serving on an interview panel; representing the District in court; attending classes, seminars, meetings, etc.
- g. Employees who are required to wear uniforms shall maintain a neat and clean appearance at all times. Complete uniforms shall be worn while on District time, unless prior approval from the appropriate Department or Division Head is obtained. Torn garments shall not be worn, and shall be replaced as soon as possible.
- h. Safety articles and protective clothing must be worn consistently as required by the position. Although not inclusive, some safety articles include: respirators, eye goggles, ear plugs, hard hats, safety vests and gloves. Failure to wear prescribed Personal Protective Equipment may result in disciplinary action, up to and including termination.

Continued Training & Development

Employees successfully completing District approved water related certification may receive one-time compensation for each certificate as follows:

Water Distribution: Level I - \$100
 Level II - \$200
 Level III - \$300
 Level IV - \$400

Water Treatment: Level I - \$100
 Level II - \$200
 Level III - \$300
 Level IV - \$400

Cross Connection Control: Specialist - \$200

If the certification is not in the employee's current job description, the employee must obtain the General Manager's permission if reimbursement and certification compensation will be sought. Employees of the District are encouraged to pursue other educational opportunities which are related to their present work or which may prepare them for foreseeable future opportunities within the District. Under certain circumstances employees may be eligible for reimbursement of the cost of classes.

To be eligible for reimbursement of course costs, the employee must receive advance

approval for the class(es) from the General Manager. Request for reimbursement must be submitted in writing on an Educational Assistance Request at least ten (10) working days before the start of the course. The employee will be notified of final approval, or the reasons for disapproval.

Those requests for reimbursement which are received after the class begins will be eligible for only one-half (2) of the usual reimbursement upon approval for the class(es) by the General Manager. Reimbursement to full-time employees for approved classes will be based on the following criteria:

- a. Eligible expenses are tuition, registration, parking, laboratory/materials fees and books.
- b. Reimbursement shall be made to the employee upon completion of the course with minimum final grade of "C" or its equivalent. For graduate coursework, a grade acceptable for credit to the institution must be earned.
- c. No employee will be reimbursed for expenses totaling less than \$5.00 per semester or quarter, whichever is applicable.
- d. Funds received from outside sources such as scholarship grants or Veterans' Educational Benefits must be applied toward the cost of the course before the District's reimbursement is applied.
- e. Under this program, all funds received by an employee, within a six (6) month period prior to the date of voluntary termination of employment with the District, shall be deducted from the employee's final paycheck.

Upon completion of the class(es) the Employee is responsible for sending copies of the grade report(s) and evidence of fees paid to the General Manager.

Upon approval of the General Manager, employees may be permitted to attend conferences/training sessions that provide a benefit to the District, and costs associated with those conferences/training sessions will be paid by the District.

If participation in a class or training session other than those certifications required by the employee's job description is requested by the General Manager, and accepted by the employee, the District will prepay tuition and materials.

Disciplinary Procedures

An introductory employee serving an introductory period may be dismissed, or otherwise removed from his/her position, any time during the introductory period without the right to due process or hearing procedures and with or without cause.

Disciplinary procedures for represented employees shall be consistent and in accordance with the existing collectively bargained agreements between the District recognized employee organizations for represented employees.

BENEFITS & EMPLOYEE PROGRAMS

Medical Insurance

Health insurance to cover non-occupational injuries and sickness is offered by the District through its participation in the Association of California Water Agencies Benefits Program for full-time employees and their dependents.

Employees will be eligible for coverage after completing one full calendar month of employment. The scope of coverage and the payment of premiums are subject to periodic review and revision by the Board of Directors for at-will employees and subject to meet and confer between the District and the recognized employee organization for positions covered in a Memorandum of Understanding.

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The District pays 100% of the monthly premium for the employee and 70% of the premium for all qualified dependents (until age 26, and adult disabled dependents who are incapable of self-sustaining support due to a disability that occurred prior to reaching the limiting age of 26) of the active employee, with 30% of dependent coverage paid by the employee.

Dental Insurance

Dental insurance is provided for all full-time employees and their enrolled dependents. The insurance commences after completing two full calendar months of continuous employment.

The plan provides for preventative treatment and dental care with an annual deductible of \$25/member or \$50/family. The District pays 100% of the monthly premium for all employees and enrolled qualified dependents (until age 26, and adult disabled dependents who are incapable of self-sustaining support due to a disability that occurred prior to reaching the limiting age of 26).

Vision Care Benefit

The District provides a vision care benefit plan to all full-time employees. Insurance will commence on the first of the month after completing two complete calendar months of continuous employment. The District pays 100% of the monthly premium for the employee and all qualified dependents (until age 26, and adult disabled dependents who are incapable of self-sustaining support due to a disability that occurred prior to reaching the limiting age of 26).

Life Insurance

The District provides group life insurance to regular full-time employees. The benefit is two (2) times the employee's annual rate of pay up to \$150,000. Coverage will commence on the first of month after completing two months of continuous employment. The District pays 100% of Basic Life, and the employee may apply to purchase Supplemental Life for the same amount of coverage.

Retirement Benefits

California Public Employees Retirement System (CalPERS)

The District offers to its eligible employees a retirement plan under CalPERS. Due to changes in the law, effective January 1, 2013, (PEPRA), the District has two tiers of employees:

Tier 1 – 3% @ 60. Those employed before January 1, 2013 and those new employees eligible due to carryover within six months (as provided by PEPRA). This formula provides to local miscellaneous members 3% of pay at age 60 for each year of service credited with that employer. For members who retire earlier, the percentage is reduced. The period for determining the average monthly pay rate when calculating retirement benefits would be for the 36 highest paid consecutive months. See CalPERS booklet or website.

Tier 2 – 2% @ 62. Those employed on January 1, 2013, and after. This formula provides local miscellaneous members 2% of pay at age 62 for each year of service credited with that employer. For members that retire earlier, the percentage is reduced. The period for

determining the average monthly pay rate when calculating retirement benefits would be for the 36 highest paid consecutive months (3 years). See CalPERS booklet or website.

Persons Eligible: Regular full-time employees, part-time employees reaching minimum hour requirement (thirty hours per week), and employees already CalPERS member.

Waiting Period: Eligible from the first day of employment.

Employee Contribution (for 2016): Tier 1: Employee contribution is up to 8% of salary. Tier 2: Employee contribution of 6.25% of regular bi-weekly earnings.

Employer Contribution (for 2016): Tier 1: The District contribution is 11.995% of salary. Tier 2: the District contribution is 6.666% of salary.

Vesting Provisions: Employees become vested after completion of five years of public service with agencies that participates in CalPERS. Vesting means funds may be left on deposit for future retirement. If an employee leaves the District and wishes to withdraw his/her contributions, the employee may request a refund from CalPERS. The employer contributions are only paid upon retirement.

Provided: Employees will be eligible to retire after five years of service credit and attaining age 50 (Tier 1) or age 52 (Tier 2). There is no mandatory retirement age.

Important Note: Your retirement date can be any date you choose; however, the amount of the monthly allowance can be affected. Your age determines your benefit factor used in the retirement formula. So, you may decide to retire on your birthday or at a completed quarter year of age to increase the benefit factor. CalPERS will calculate the retirement benefits based on three factors: (1) years of service, (2) a percentage factor determined by your age at retirement, and (3) the final average monthly pay rate for the highest 36 consecutive months of work.

CalPERS Options

The District contract includes several options and benefits for its employees. For more detailed information, refer to the "CalPERS" website.

Salary Cap

The Public Employee Pension Reform Act (PEPRA) of 2013 included compensation limits for CalPERS retirement salary calculations (GC 7522.10). For any employee hired after January 1, 2013, the salary cap provided for the current year will be utilized (for 2015 the cap is \$140,424). For any employee hired after 1996 and before 2013, there is also a cap (for 2015 the cap is \$260,000). For anyone hired before 1996, there is no cap.

Important Note: Employees nearing retirement are urged to avail themselves of the retirement pre-counseling and planning available to them by CalPERS. CalPERS requires at least 90 days' notice in advance of planned retirement (as does Social Security for any previous services). However, the District strongly urges employees anticipating retirement to make their inquiries at least six months to one year in advance to avoid any unnecessary delays.

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Social Security

All employees are covered by Social Security and Medicare. Both the employees and the District pay a tax for these programs which is established by formulas relative to the national Consumer Price Index (CPI) annually. For 2018, the rates are 12.40%, and 2.90% of total wages paid for Social Security and Medicare respectively. The tax rates are shared 50/50 between the District and employees.

Retiree Health Plan

For employees who retire from the District (after June 1, 2013), the District will pay 90% of monthly premiums for retirees provided they (a) retired from CalPERS, (b) retirement age will be no more than 10 years prior to the age that the employee becomes eligible for Medi-Care and/or Medi-Cal benefits, and (c) have at least ten years of service with the District. The District will contribute 90% of the monthly medical premiums for retirees, and 70% of the monthly medical premiums for the retiree's spouse. The retiree is responsible for paying the balance of the premium. To be eligible for this benefit the retiree's spouse must have been enrolled in the medical plan for a minimum of twenty-four (24) months prior to the employee's retirement.

If after an employee retires, the eligibility age for that retired employee to participate in Medi-Care and/or Medi-Cal benefits changes, that retired employee will not lose his/her retirement benefits as a result of any such change and he/she will continue to receive retirement medical benefits until he/she becomes eligible for Medi-Care and/or Medi-Cal. Such premium contributions will cease once he/she qualifies for Medi-Care and/or Medi-Cal. If a retiree does not elect to participate during open enrolment, elects to discontinue participation or is dropped due to non-payment of their remaining monthly balance, he/she shall not be able to participate in the future. Unless the retiree relocates to a non-HMO service area, he/she shall not be able to switch from the elected plan during the open enrollment period prior to retirement.

Deferred Compensation

Immediately upon employment, all eligible employees may voluntarily participate in the deferred compensation plan(s) offered by the District. Participation in these programs allows an employee to set aside a portion of his/her wages prior to Federal and State tax computations. The General Manager has full details of the available plans.

Workers' Compensation

All employees are covered under the California Workers' Compensation Statute for injuries or illnesses arising out of District employment. For medical conditions that exist prior to employment, if an employee believes work has exacerbated the condition, a medical evaluation will be conducted to determine if work has aggravated his/her injury.

Employees are covered for injuries sustained while on the job, but not traveling to and from work in a vehicle other than that furnished by the District. Nor are they covered for conditions caused by any unauthorized or forbidden activities while working. Horseplay is prohibited and therefore injuries arising from such activities are beyond the scope of Workers' Compensation coverage.

Benefit rates are determined by the State Division of Workers' Compensation and formulas for computing benefits are found in the California Labor Code.

An employee must notify the District within thirty (30) days of an occurrence of an injury. The employee will be provided with a claim form within one day after the District has knowledge of an injury. Once the claim form is filed with the District, the matter will be investigated and a medical evaluation will determine the cause of injury and any appropriate treatment.

If an employee desires his/her personal physician to treat for job-related injuries/illnesses, he/she must obtain approval by having the physician sign a Pre-Designated Physician form furnished by the District.

The Labor Code prohibits discrimination against employees for the following:

- Filing a Workers' Compensation application;
- Making known the intention to file an application with the Workers' Compensation Appeals Board;
- The receipt of a rating, award or settlement;
- Giving testimony in a Workers' Compensation case.

Consolidated Omnibus Budget Reconciliation Act (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their families who lose their medical insurance benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events. Qualified individuals may be required to pay the entire premium for coverage up to 102 percent of the cost to the plan.

COBRA requires continuation coverage to be offered to covered employees, their spouses, former spouses, and dependent children when group health coverage would otherwise be lost due to certain specific events.

Note: If you become entitled to elect COBRA continuation coverage when you otherwise would lose group health coverage under a group health plan, you should consider all options you may have to get other health coverage before you make your decision. There may be more affordable or more generous coverage options for you and your family through other group health plan coverage (such as a spouse's plan), the Health Insurance Marketplace, or Medicaid.

You must request special enrollment within 30 days from the loss of your job-based coverage. If you are entitled to elect COBRA coverage, you will be given an election period of at least 60 days (starting on the later of the date you are furnished the election notice or the date you would lose coverage) to choose whether or not to elect continuation coverage.

To be eligible for COBRA coverage, you must have been enrolled in your employer's health plan when you worked and the health plan must continue to be in effect for active employees.

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Direct Deposit

Employee's pay checks are automatically deposited to the banking institution of their choice. Signed forms for designating deposits shall be maintained in the employees' files.

LEAVE

Holidays

The following days shall be recognized and observed as paid holidays:

- New Year's Day - January 1
- Martin Luther King, Jr.'s Birthday - Third Monday in January
- Presidents Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Veteran's Day - November 11
- Thanksgiving Day - Fourth Thursday in November
- Day After Thanksgiving - Fourth Friday in November
- Christmas Eve - December 24
- Christmas Day - December 25
- New Year's Eve - December 31

When a holiday falls on Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday will be observed as the holiday.

Vacation

This policy shall only apply to full-time employees. Paid vacation leave shall be accrued on an annual basis according to the following schedule:

- During the first year of continuous work, 4 hours per month;
- 2nd through 3rd year of service, 8 hours per month;
- 4th through 14th years of service, 12 hours per month;
- After 15th year anniversary, 16 hours per month.

Employees may take vacation time after it is earned; there will be no advancement of vacation time. Vacation time may be accumulated. The total accumulated vacation time shall not exceed that amount earned by the employee the employee in two years, not to exceed a maximum of 24 days (192 hours) per year, 48 days (384 hours) in a two-year period. The employee will be required to accept compensation in lieu of vacation for the vacation time accrued in excess of the maximum in January of each year.

Upon termination of employment for any reason, the District shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.

An employee shall not accrue vacation time during any unpaid leave.

An employee may elect to take vacation time in case of extended illness where sick time has been fully used upon approval of the General Manager.

If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

All employees are encouraged to utilize their accrued vacation each year to allow employees a time of rest and recreation in order that he/she may return to the work place physically and mentally refreshed. It is required that all employees take at least thirty-two (32) hours of vacation annually. The number of employees on vacation in a particular department at any given time shall be at the discretion of the Department Manager.

If an employee becomes ill or injured while on vacation time, that portion may be charged to sick time with approval of the General Manager provided a doctor's certificate is submitted confirming the illness/injury and the time period of the illness/injury.

Employees' consideration of work schedules in requesting vacation time is expected. Vacation time may be taken in increments of no less than two (2) hours. Vacation time must be requested no later than the work day prior to the requested vacation time. The Department Manager has full discretion in granting or denying vacation time requests based on the work load and scheduling requirements.

Vacation time may not be used for unexcused absences.

An employee may be granted compensation in lieu of vacation, over the 32 contiguous hours required to be taken, with the approval of the General Manager. Such compensation may be given only once per calendar year, unless required by the District. The compensated days will be deducted from the employee's vacation accrual. The request must be provided in writing, verified and submitted to the General Manager for approval.

Sick Time

Sick time is defined as absence from work due to illness, non-industrial injury, or quarantine. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick time provided prior notice is supplied to the Department Manager.

Full-time employees shall earn sick time at the rate of eight (8) hours per month. Part-time employees earn sick time on a prorated basis.

Sick time is not a privilege which an employee may use at his/her discretion, but shall be allowed only for diagnosis, care or treatment of an existing health condition of or preventive care for the employee or employee's immediate family. "Immediate family" is defined as being spouse, registered domestic partner, parents, children (biological, adopted, foster child, stepchild, legal ward or child to whom employee stands in loco parentis), brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law or any other person who

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is a legal dependent of the employee. Additionally, in California, paid sick leave may be used for an employee who is a victim of domestic violence, sexual assault or stalking.

In order to receive compensation while on sick time, the employee shall speak directly to his/her supervisor prior to, or within thirty (30) minutes of the time for beginning the regular work day if possible. Failure to personally notify his/her supervisor or another supervisor may result in the time being taken without pay.

Sick time may not be used for unexcused absences.

If absence from duty by reason of illness occurs in excess of four consecutive working days, satisfactory evidence such as a Doctor's certificate, may be required by the Department Manager or General Manager. If said certificate is not presented upon the request of the Department Manager or General Manager, the entire period of said time shall be without pay. The General Manager has the authority to request such a certificate, regardless of the length of time of absence.

The use of sick time in a manner inconsistent with this policy is not permitted. Misuse of sick time shall be grounds for disciplinary action up to and including termination. Examples of such abuses include, but are not limited to, the following:

- a. Use of more than twelve (12) days per year of sick time unless reasonably satisfactory evidence of extenuating circumstances is presented to the supervisor or the General Manager.
- b. Excessive occurrences in use of time; i.e. sick time taken in frequent, small increments unless reasonably satisfactory evidence of extenuating circumstances exist and use of time is approved by the General Manager.
- c. Failure to provide satisfactory evidence of absence, such as a doctor's certificate, when requested.
- d. Chronic occurrences in use of time that can be construed as an intentional extension of a holiday or weekend break unless extenuating circumstances or satisfactory evidence exists to substantiate such leave.

Unused sick time may, at the discretion of the General Manager, be "bought back" by the District for each hour accrued. Said buy back shall be limited only to time over and above forty (40) hours of accrued sick time. Unused sick time balance accrued through the end of the last payroll in November of each year will be considered for buy back if the employee has been employed during the entire preceding 12-month period. This payment shall be made in December. The number of hours for which payment is received for buy back shall be deducted from the accrued balance.

This plan is voluntary. Resignation, termination or discontinuance of employment from the District for any reason shall result in loss of all accrued sick time. However, when an employee retires from the District credit of .004 hour per eight (8) hours of unused sick leave will be provided under the CalPERS agreement.

Bereavement Leave

This policy shall apply only to introductory and full-time employees. In the event of a death in the immediate family, an employee may be granted a paid leave of absence not to exceed three (3)

days. This is in addition to regular sick time and vacation time. Certification may be required by the General Manager.

"Immediate family" is defined as being spouse, domestic partner, parents, children, children of domestic partners, foster or step-children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law or any other person who is a legal dependent of the employee.

Child Related Activities Leave

A parent may take up to forty (40) hours per year for "child-related activities if the parent has one or more children attending kindergarten, grades 1 to 12, or is at a licensed child care provider. Child related activities include finding, enrolling or reenrolling a child in a school or with a licensed child care provider. Leave may be taken to address a child care provider or school emergency, behavior/discipline problems, closure or unexpected availability of the school or a natural disaster. Parent is defined as parent, guardian, stepparent, foster parent, or grandparent of or a person who stands in loco parentis, to a child. Employees must use vacation, or other personal leave. Employees must provide reasonable notice to their supervisor of the need for such child-related activities leave.

Catastrophic Leave

Employees may contribute a portion of their accrued sick leave to another employee when such employee has suffered a catastrophic injury or illness. For such contribution to take place the following conditions shall apply:

- a. The contributing employee must have at least forty hours remaining after the contribution and the sick leave application. The contribution will be based on the contributing employee's dollar value which will be adjusted proportionally to the receiving employee's rate.
- b. The receiving employee has exhausted all sick leave and compensatory time.
- c. The contributions are irrevocable and will be distinguishable from other sick leave used by the contributing employee.

Personal Leave

Employees may use up to three (3) days per calendar year of accrued sick time for personal leave. Such leave may be taken in minimum increments of one hour, and may be used to attend to personal and family matters. When the need for such leave is foreseeable, the employee must provide his/her supervisor with at least three (3) working days' advance notice. In all other situations, the employee must provide notice of the need for leave as soon as possible. Unused personal leave days may not be carried over from year to year.

Jury Duty

This policy shall only apply to introductory and full-time employees. Part-time employees will receive pro-rated pay for jury duty consistent with the policy below.

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An employee summoned for jury duty or summoned to testify before the court shall notify his/her Department Manager upon receipt of notice to appear, in no event less than five (5) days before the commencement of such duty. While serving on duty, he/she will be given a paid leave of absence for the duration of said duty upon written confirmation of attendance from the court. Said paid leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday. Said leave is also conditional upon the employee's conveyance to the District.

Employees shall notify his/her Department Manager at least five (5) working days prior to the date said jury duty is scheduled to commence.

Employees who are called as witnesses arising out of and in the course of their District employment are deemed to be on duty and there shall be no loss of wages.

Mileage fees may be retained by the employee, but any jury or witness fees received must be turned in to the District so as to ensure that the employee is not compensated at a rate higher than 100% of his/her standard wage.

Uniformed Services Employment and Reemployment Rights Act (USERRA)

Military leave will be granted in accordance with the provisions of State and Federal Law. If possible, advance notice shall be given to the Department Manager concerning the time frames required for military leave.

Military leave can be used as time off without pay or as vacation time, but the District will not reimburse the individual his/her normal salary while on military leave unless vacation time is utilized. If under military orders, the employee's position will be maintained for him/her up to a twenty-four (24) month period, although the District may fill it on a temporary basis, if needed.

Leave taken without pay does not allow the employee to continue accruing vacation time, sick time, and other additional benefits that full-time regular status employees would receive.

Authorized Leave Related to Health and Caregiving

Family Medical Care and California Family Rights Acts

This policy applies to all eligible District employees, full or part-time, in regular or temporary status.

In accordance with the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1992 (CFRA), the District will provide eligible employees up to twelve (12) weeks leave in a twelve (12) month period of unpaid family and medical leave for any of the following qualifying reasons (notably, some of the below mentioned reasons only qualify under FMLA or CFRA, not both):

1. The birth of a child or care for the newborn child;
2. Placement (with the employee) of a child for adoption or foster care;

3. Care for an immediate family member of employee (i.e. spouse, registered domestic partner, child or parent) with a serious health condition;
4. A serious health condition that makes the employee unable to perform the functions of the employee's job; and
5. A qualified exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty (FMLA only).

To qualify to take Family and/or Medical Leave under this policy, the employee must meet all of the following conditions:

1. Any employee (including temporary, part-time, seasonal, etc.) that has worked for the District for 12 months or 52 weeks is eligible for time off under this policy. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
2. The qualified employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

Employee Rights and Benefits for FMLA/CFRA

Any District employee that is given time off due to a FMLA/CFRA qualifying reason is subject to the following rights and protection:

1. Retention of employment status (i.e. position, seniority, benefits) with the District during the period of approved time off;
2. Reinstatement to the same or equivalent position after the twelve (12) week period of time off is concluded;
3. Group health plan coverage during the twelve (12) week period, if currently enrolled;
4. Entitlement to continuation of group health benefit plan benefits under the Consolidated Omnibus Reconciliation Act (COBRA) of 1986; and
5. Protection against unlawful discharge or discrimination.

Qualifying Exigency Leave

An eligible employee may take up to a total of 12 workweeks of unpaid leave during the normal 12-month period for FMLA leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call of order to active duty, in support of a contingency operation. Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves; it does not extend to family members of military members in the Regular Armed Forces.

Inter-relationship of FMLA/CFRA with Workers' Compensation, Short and Long Term Disability, and Catastrophic Leave Time Bank

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To the maximum extent permitted by law, any time off work in excess of 40 hours granted to District employees under programs such as short- and long-term disability, Workers' Compensation, absence without pay, catastrophic leave time banks, or any other time off work for FMLA/CFRA "qualifying reasons" must be designated FMLA/CFRA to run concurrently with the FMLA/CFRA provisions. This time shall be credited against the twelve (12) week limit contained in this FMLA/CFRA leave policy.

The total maximum District contribution for the employee health insurance premium under FMLA and CFRA is twelve (12) weeks. FMLA/CFRA starts the first day of an employee's time off of work due to a FMLA/CFRA qualifying reason.

Exception: Pregnancy related disability **cannot** be designated as CFRA leave. If an employee is disabled, she is entitled to pregnancy disability leave up to a maximum of four months. The first twelve (12) weeks of pregnancy disability leave can run concurrently with FMLA. Once an employee is no longer disabled, she is entitled to twelve (12) weeks of leave under CFRA to "bond" with the newborn.

Paid and Unpaid Time Off Work for FMLA/CFRA

An employee on approved FMLA/CFRA time off work is required to use all of his/her accrued paid leave balances, with the exception of compensatory time off, for a FMLA/CFRA qualifying reason (except when FMLA/CFRA time off is running concurrently with Workers' Compensation leave).

Use of Paid Leave

Vacation – An employee, who is given time off work due to a CFRA qualifying reason, is required to use his/her accrued vacation or other accumulated paid leave (other than sick leave, unless the leave is required for the employee's own serious health condition). Under FMLA employees may use vacation leave accruals to receive compensation during an otherwise unpaid portion of her pregnancy disability leave. The employee is not required to use vacation leave or other accrued time off during pregnancy disability leave.

Sick Leave – Under FMLA the use of accrued sick leave is required during any unpaid portion of Pregnancy Disability Leave (PDL). An employee may combine up to 45% of sick leave time with 55% of PFL to receive 100% of wages while on leave, and the District shall notify the EDD that only 45% of wages are being paid to the employee. Employees paid in excess of 45% of their wages will have their PFL benefits reduced, so as not to exceed 100%.

If a CFRA leave is for an employee's own serious health condition the employee is required to use sick leave.

Military FMLA Leave - An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the District's sick leave policy) prior to being eligible for unpaid leave.

Any holiday(s) occurring during a period of FMLA/CFRA time off work does not entitle an employee to an additional day(s) of FMLA/CFRA time off work.

Employee Responsibility to Comply with FMLA/CFRA Requirements

An employee is responsible to comply with the following requirements when taking time off due to a FMLA/CFRA qualifying reason:

1. Submission of an advanced notice for FMLA/CFRA time off;
2. Provision of a certificate by a health care provider when FMLA/CFRA time off work is taken due to the employee's own or the employee's immediate family members' serious health condition;
3. Provision of a periodic status report of the employee's condition qualifying for the FMLA/CFRA time off work and notice of the employee's intention of return to work at the conclusion of the approved leave; and
4. Provision of a health care provider's release verifying the employee's ability to return to work from medical leave (if the leave taken is due to the employee's own serious health condition).

Any time off work for the FMLA/CFRA "qualifying reason" must be designated FMLA/CFRA by the District, even if it is not of benefit to the employee. This similarly applies even if the employee's leave is substituted with another paid leave, such as vacation or sick leave.

If the 30 days' notice is not practicable, due to a lack of knowledge of when the time off will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as possible. An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable.

Designation of Retroactive FMLA/CFRA

In the event, the employee has not advised the District a particular leave/time off was for a FMLA/CFRA qualifying reason, the District has two (2) working days after the employee's return to work, to assign the designation of retroactive FMLA/CFRA for the time off work and to notify the employee of the designation.

In the event, the employee actually requests retroactive FMLA/CFRA, the District, after acquiring knowledge that the employee's time off was for a FMLA/CFRA qualifying reason, will designate the time off work as FMLA/CFRA during the first two (2) work days following the employee's date of return to work. The employee will be notified of the FMLA/CFRA designation.

Certification of Qualifying Exigency for Military Family Leave

An appropriate certification of the qualifying exigency for military family leave be provided. The leave for a qualifying exigency request will be supported by a copy of the covered military member's active duty orders and the certification shall provide the appropriate facts related to the qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party.

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Leaves to care for a covered service member with a serious injury or illness shall be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA). This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

The District reserves the right to clarify and verify medical certification information provided by a health care provider to clarify and authenticate the medical certification.

Employee Reinstatement Rights

The District will restore an employee to the same position (classification) or an equivalent position, after the twelve (12) week leave concludes. An equivalent position is virtually identical to the employee's former position in terms of pay, benefits and working conditions. Exceptions to the reinstatement right includes: "elimination of position," "key employee" exemption, and lack of "release to return to work."

Right of Delay or Refusal for Reinstatement Under FMLA/CFRA

Under the provisions of FMLA/CFRA, any District employee may be refused reinstatement to his/her position for any of the following reasons:

- Lack of Medical Release to Return-to-Work
- Layoff of Position During FMLA/CFRA Time Off
- Key Employee – A "key employee" is a salaried FMLA/CFRA eligible District employee who is among the highest paid ten (10) percent of all District employees.

Employment Status During Unpaid FMLA/CFRA

An employee who is on approved unpaid FMLA/CFRA time off work will retain his/her employment status with the District during the period of FMLA/CFRA leave. An unpaid FMLA/CFRA leave period will not be credited as service hours for seniority (i.e. employees are not entitled to accrue any additional benefits or seniority during unpaid FMLA/CFRA leave, but will not lose any benefits or seniority accrued prior to the leave). Merit step increases (salary increases) which are based on length of service and performance will be delayed for any employee on an unpaid FMLA/CFRA leave. Salary increases resulting from the negotiations process will not be affected by FMLA/CFRA leave.

FMLA/CFRA Entitlement and Pregnancy Disability Leave (PDL)

An employee who is on pregnancy related disability leave is entitled to an additional twelve (12) weeks of time off under the California Family Rights Act (CFRA) of 1992. In all cases, the maximum time per year the District is required to pay the District's portion of health insurance premiums for an employee off work due to an FMLA/CFRA reason is twelve (12) weeks.

In all cases, EXCEPT time off work due to pregnancy related disability, FMLA runs concurrently with CFRA.

In California, an employee who is disabled due to pregnancy is entitled to a maximum of four months off work while disabled. During the time an employee is disabled due to pregnancy, she is entitled to FMLA, but not CFRA. Once an employee is no longer disabled due to pregnancy, she then is entitled to CFRA; this results in additional protected time under CFRA for “bonding” with her newborn. This exception may result in FMLA and CFRA running concurrently for some portion of an employee’s time off work for pregnancy, if the employee is disabled for less than twelve (12) weeks.

Example: If an eligible employee is disabled due to pregnancy (PDL) the maximum time off is four months, at the end of the four months the employee could request, and will be granted, an additional twelve (12) weeks of CFRA time for bonding with her baby. This would result in a maximum time off of approximately seven months.

FMLA/CFRA “bonding” time must be taken within one (1) year of the birth or placement of the adopted/foster child. Both male and female employees are entitled to FMLA/CFRA time off work to bond with a newborn or newly placed adopted/foster child as long as FMLA/CFRA time has not been exhausted.

Limitation for Spouses Who Are Both Employed by the District

If both a husband and wife work for the District, the District limits the aggregate amount of leave available to both spouses to twelve (12) weeks during any twelve (12) month period if the time off is for the birth or placement of a child or to care for a parent with a serious health condition. Leave because of a serious health condition of an employee or an employee’s child or spouse is not subject to spousal limitation. For example, if each spouse took six (6) weeks of FMLA/CFRA time off work for the birth of a healthy newborn child, each spouse would remain eligible for an additional six (6) weeks due to his/her own serious health condition or to care for a child with a serious health condition. Any period of pregnancy related disability (before or after the birth of a child) would be considered FMLA time off work for a serious health condition and would not be subject to the combined limitation. This limitation applies even when the spouses are employed by two different departments or work at two (2) different worksites.

Intermittent or Reduced FMLA/CFRA Leaves

The FMLA/CFRA time off work does not have to be in one twelve (12) week increment. An employee may take time off work intermittently (a few weeks/days/hours at a time) under certain conditions. Intermittent FMLA/CFRA may be taken for the birth of a child (and to care for such a child) and for placement of a child for adoption or foster care if the employee and the employing department agree to such a schedule. Leave for a serious health condition (either an employee’s or an immediate family member’s) may be taken intermittently or on a reduced leave schedule when “medically necessary.”

“Medically necessary” means there must be a medical need for the time off work which can be best accomplished through an intermittent or reduced leave schedule. An employee requesting intermittent time off work is required to submit a medical certification stating the reason why the intermittent time off work is necessary and the schedule for treatment, if applicable.

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Once medical certification is received, intermittent time off work may be taken for absences when the employee is unable to perform the essential functions of the position or the immediate family member is incapacitated because of a chronic or serious health condition even if the employee or immediate family member does not receive treatment by a health care provider.

If leave is sought on an intermittent or reduced work schedule basis, medical certification from the health care provider must state:

- That intermittent or reduced work schedule leave is medically necessary;
- The probable duration of such a schedule;
- The duration and frequency of episodes of incapacity, if the condition is a chronic condition or pregnancy;
- The probably number and intervals of treatments, if treatments are required for the condition.

A Department Head may temporarily transfer an employee to an alternative position with equivalent pay and benefits, with the approval of the General Manager, which better accommodates the employee's need for intermittent time off work and he/she is qualified to perform the job functions. An employee need not to consent to such a transfer; the Department Head, with the approval of General Manager, has the right to involuntarily transfer the employee. Such temporary transfers will last only as long as the current medical certification allows. The District is not required to create a position solely for the purposes of accommodating the employee's new or modified schedule.

An employee who returns to work under CFRA on an intermittent schedule shall not accrue any paid time off during any unpaid period of leave and the District is not required to pay employees during CFRA leave. Upon return, employees may use vacation time or other accumulated paid leave, other than sick time. Sick time may only be used if the CFRA leave is for the employee's or an immediate family member's serious health condition, or otherwise qualifies under the District's sick leave provisions. The District will provide group health benefits to employees while on CFRA leave and upon their return during this time. Returning employees, working a reduced schedule, may begin accruing vacation, sick and holiday time on a pro-rated basis.

An employee is required to reasonably accommodate District needs when scheduling medical treatments. The employee's (or applicable family member's) health care provider must approve the scheduling of such events and it should be provided in writing.

Insurance Coverage

The District will continue to make the District's contribution for the group health plan premiums in order to maintain employee's health plan coverage (that is already in effect) during the twelve (12) weeks of FMLA/CFRA approved time off work. The employee is responsible to pay his/her share of group health insurance premiums on a monthly basis. Group health insurance includes medical, dental and vision insurance, if currently applicable. The employee's share of group health insurance premiums is the difference between the employee's group health coverage plan premium and the District's contribution. Employees are not entitled to receive any cash back on a cash out option during any unpaid leave.

Health insurance premium payments must be made directly to the District each month for the full premium amount of the employee's share. If an employee is in a paid status during the FMLA/CFRA time off, the employee's share of payments for group health plan coverage will be paid through payroll deductions. Employees who are on unpaid FMLA/CFRA time off work and/or employees who are simultaneously using leave under other provisions, such as Workers' Compensation, short- and long-term disability, are responsible to pay the employee's share of group health insurance premiums. The employee must contact the General Manager's office to set up proper payment.

If an employee chooses not to retain health coverage during an unpaid FMLA/CFRA leave, upon the employee's return to work, the employee's health coverage will be reinstated on the same terms as existed prior to the employee's taking the leave, subject to any change in the plan that occurs during the FMLA/CFRA leave.

Termination of Health Care Coverage

If an employee's group health care coverage premium payment during the FMLA/CFRA leave is more than 30 days late, the employee's group health plan coverage will be terminated. However, other FMLA/CFRA rights will continue, including job restoration and restoration to equivalent benefits upon return-to-work.

Recovery of Health Insurance Premiums by the District

The District will recover premiums paid for an employee's group health care coverage if the employee's FMLA/CFRA time off work has expired AND if the employee is no longer on an approved leave of absence AND if the employee's failure to return-to-work is for a reason other than the employee's or the employee's immediate family member's serious health condition or circumstances beyond the employee's control. Employees are required to read and sign the "Authorization for Recovery of Group Health Coverage Premium" form at the time FMLA/CFRA time off work is initiated/designated.

Employee Entitlement to Continuation of Health Benefits under COBRA

An employee who does not return to employment with the District at the end of the FMLA/CFRA time off work, will have the right to COBRA continuation coverage beginning on the last day of FMLA/CFRA time off work, if the following conditions are met:

- An employee (or spouse or dependent child of the employee) is covered under a District group health plan on the day before FMLA/CFRA time off work begins; and
- An employee (or spouse or dependent child of the employee) would, in the absence of COBRA coverage, lose coverage under the group health care plan.

The last day of FMLA/CFRA time off work is the end of the FMLA/CFRA period OR the date the employee informs his/her Department Head that he/she (i.e. the employee) will not be returning to work, whichever occurs first.

Any lapse in group health plan coverage during FMLA/CFRA time off work shall not affect the employee's right to COBRA continuation.

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Effect of Unpaid FMLA/CFRA Time Off Work on Exempt Status Under FLSA

Providing unpaid time off work required by the FMLA/CFRA will not result in the loss of the Fair Labor Standards Act (FLSA) exemption, for those employees who are exempt from overtime payments. Therefore, the District may make deductions from an exempt employee's salary (as a general rule, exempt employees are executive, administrative, and professional employees) for any hours taken as intermittent or reduced leave under the FMLA/CFRA without jeopardizing an employee's exempt status.

Americans with Disabilities Act (ADA) and FMLA/CFRA

Under the ADA, a qualified individual with a disability is defined as a person with a disability who, with or without reasonable accommodation, can perform the essential functions of the job being held or sought. A person is disabled if he/she is substantially limited in a major life activity. Department Heads and supervisors should first contact the General Manager if they have received information or a request from an employee to have an accommodation made either before an employee returns from an approved leave or immediately upon his/her return from an approved leave. Under no circumstances should a Department Head or supervisor review an employee's medical information. Only the District designated HR Representative will view the medical information when it is received from the health care provider, conduct the interactive process with the employee when necessary, and determine an employee's eligibility under ADA.

An employee with a serious health condition, who is eligible for time off work under the FMLA/CFRA, and who is a qualified individual with a disability under the Americans with Disabilities Act (ADA), is entitled to his/her rights under both Acts (ADA and FMLA/CFRA).

Workers' Compensation and the FMLA

When an employee is injured on the job and the injury also results in a serious health condition that makes an employee unable to perform any one of the essential functions of the employee's position within the meaning of FMLA/CFRA, the employee may qualify for both Workers' Compensation and FMLA/CFRA (running together concurrently) if the reason for the absence is considered a qualifying reason under the designated leave statute(s).

Catastrophic Time Bank and FMLA/CFRA

A District employee, who initiates the creation of catastrophic time bank for an applicable FMLA/CFRA qualifying reason and who receives donations of time from such a time bank, will have the resulting paid time off designated as FMLA/CFRA leave. Under these circumstances, time donated to the employee via the time bank program will be credited against an employee's twelve (12) week FMLA/CFRA time limitation, when available.

Employee Protection Against Unlawful Employment Practices

Any District employee who has used FMLA/CFRA leave, shall be protected against unlawful employment practices. It is unlawful to interfere with, restrain or deny any employee the ability to exercise or attempt to exercise any leave right granted under the provisions of the FMLA or CFRA, or for seeking to use PDL. It is similarly unlawful to discharge, discriminate or retaliate against

an employee for exercising or attempting to exercise any leave right granted under the provisions of the FMLA or CFRA, or for seeking to use PDL. Also, it is unlawful to discharge or discriminate against any employee because of giving information or testimony in connection with an inquiry or proceeding relating to a right provided by the law, opposing any lawful practice by the law, opposing any unlawful practice or filing a charge or instituting a proceeding under law.

FMLA is enforced by the Department of Labor (Wage and Hour Division) and the California Department of Fair Employment and Housing (DFEH), enforces CFRA. An employee may bring suit in the state or federal court within two (2) years of an alleged violation or within three (3) years if the violation is willful. An employee may also file a complaint with the Department of Labor and with the DFEH. Employee may file a complaint with the DFEH within one (1) year of the alleged violation.

FMLA/CFRA and Retirement Plans

A District employee is entitled to the right of reinstatement to the same or equivalent position and equivalent benefits after the conclusion of unpaid FMLA/CFRA leave, including the retirement benefit plan under the California Public Employees Retirement System (CalPERS).

With respect to the District retirement plans, any period of unpaid FMLA/CFRA time off work must not be treated as or counted toward a break in service for purpose of vesting and eligibility to participate.

Timekeeping and Coding

Leave time must be properly coded and reported timely, and that leave time is tracked correctly in accordance with each statute. Communication between the employee on leave and the supervisor must be maintained throughout the leave and leave information must be reported promptly to the payroll department representative.

Recordkeeping

The District is required to make, keep, and preserve records pertaining to the District's compliance with the FMLA and CFRA regulations. These records are maintained separately from the employee's personnel file; the records must be maintained for at least three (3) years in accordance with regulations issued by the Department of Labor. The Department of Labor may require submission of the records for inspection.

Pregnancy Disability Leave (PDL)

Pregnancy Disability Leave provides income replacement through State Disability Insurance (SDI) when an employee is disabled due to pregnancy. Wage replacement may be provided to qualifying employees for up to four (4) weeks pre-birth and six (6) weeks recovery of partial pay (55% of an employee's weekly wage up to the maximum benefit). To receive SDI disabled employees must apply for SDI directly through the Economic Development Department (EDD). Upon application, SDI does require a seven-day, non-payable waiting period.

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California Paid Family Leave (PFL)

California Paid Family Leave (PFL) provides income replacement through State Disability Insurance (SDI) under FMLA/CFRA when an employee takes leave to bond with a newborn baby, newly adopted or foster child, or to care for a parent, child, spouse or registered domestic partner with a serious health condition. PFL can be taken in hourly or daily increments as needed. This law provides for up to six (6) weeks of partial pay (55% of an employee's weekly wage up to the maximum benefit). PFL should be taken concurrently with FMLA and/or CFRA to guarantee job protection. Employees must apply for PFL directly through the EDD. Upon application, PFL does require a seven-day, non-payable waiting period. During this time the District does require employees to use vacation leave while waiting to receive PFL benefits. Note: Bonding mothers who are transitioning from SDI benefits to Paid Family Leave do not have to serve a separate waiting period. Employees have the option to supplement their pay during PFL with their accrued vacation, sick leave or compensatory time, up to the maximum of 100% of their wages.

Military Care Giver Act

In accordance with the Military Caregiver Leave Act the District will grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the service member. A covered service member is a current 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 otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating.

The "single 12-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA qualifying reason during the "single 12-month period" (Only 12 of the 26-week total may be used for a FMLA qualifying reason other than to care for a covered service member).

Military Spouse Leave

California Military and Veterans Code (Section 395.10) provides for up to 10 days of unpaid leave for spouses or registered domestic partners of military personnel who are home on leave from deployment during a period of military conflict. With supervisory approval, employees may use applicable leave banks such as vacation and compensatory time during this leave. Employees must work an average of 20 hours or more per week to qualify for this type of leave.

In order to apply for this leave, employees must provide notice of their intention to take leave within two (2) business days of receiving official notice that the military member will be home on deployment leave. The employee must submit written documentation certifying that the military member's deployment leave will occur simultaneously with the request for leave time.

Unpaid Leaves

Unless otherwise provided for herein, no employee on leave shall be in an unpaid status unless all accumulated and available leave balances have been exhausted, when applicable. An employee may be granted an unpaid leave of absence when approved by the General Manager.

Unauthorized Voluntary Absence

Where an employee is not qualified to use, or refuses to use, vacation, sick time, or one of the authorized leaves set forth in this Manual, an absence from work will be deemed an unauthorized or unjustified absence. As stated in the Standards of Conduct, as defined in this document, one of the offenses that could be grounds for disciplinary action, up to and including termination, is excessive or unjustified absences.

Absence from work without permission for three (3) consecutive working days shall be grounds for termination in accordance with disciplinary procedures.