

EAST KERN AIRPORT DISTRICT

EMPLOYEE HANDBOOK



Photo by Bill Deaver

East Kern Airport District Employee Handbook Index

Chapter 1 General	
1.1 Purpose & Scope	P-5
1.2 At-Will Status	P-5
1.3 Changes	P-5
1.4 Distribution	P-5
Chapter 2 Conditions of Employment	
2.1 General	P-5
2.2 Equal Employment Opportunity	P-6
2.3 Definitions	P-6
2.4 Positions Authorized	P-6
2.5 New Hires	P-7
2.6 Outside Employment	P-7
2.7 Personnel Records	P-8
Chapter 3 Wages and Hours	
3.1 Compensation	P-8
3.2 Overtime	P-9
3.3 Pay Periods and Pay Days	P-9
3.4 Rest and Meal Breaks	P-10
3.5 Work Schedule	P-10
3.6 Payroll Deductions	P-10
3.7 Time-Keeping	P-10
3.8 Expense Reimbursement	P-11
3.9 Holidays	P-12
Chapter 4 Benefits	
4.1 Eligibility of Benefits	P-12
4.2 Vacations	P-12
4.3 Sick Leave and Disability Payments	P-13
4.4 Serious Illness or Death in Immediate Family	P-15
4.5 Continued Benefits	P-16
4.6 Health, Dental and Optical Plan	
4.7 Life Insurance	p-16
4.8 Short & Long Term Disability	p-16
4.9 Workmen's Compensation Insurance	p-16
4.10 Tuition Assistance Program	p-16
4.11 Changes in Policy	P-17
Chapter 5 Job Performance	
5.1 Evaluations	P-17
5.2 Attendance and Absences	P-17
Chapter 6 Unpaid Leaves of Absence	
6.1 Approved Leaves of Absence	P-17
6.2 Pregnancy Disability Leave	P-18
6.3 Medical Leave: Occupational Disability	P-19
6.4 Military Service	P-19
6.5 Jury Duty	P-19

6.6	Witness Duty	P-19
6.7	Voting Time	P-19

Chapter 7 District Rules Strictly Enforced

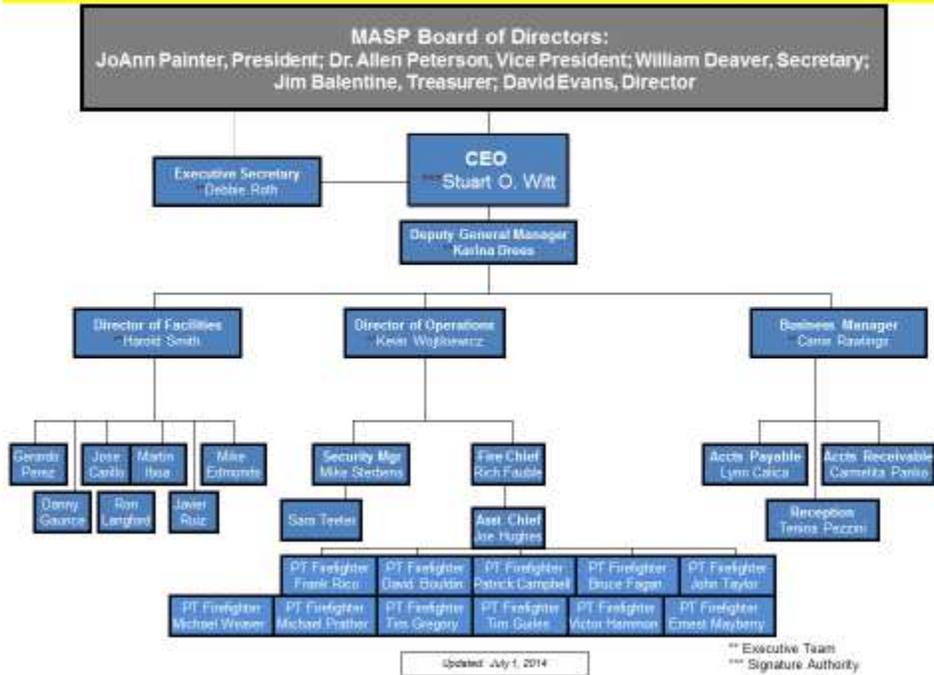
7.1	General	P-20
7.2	Violations for which an employee may be discharged	P-20
7.3	Violations for which an employee may be disciplined	P-21
7.4	Personal Safety and Security	P-22
7.5	Employees Responsibility	P-22
7.6	Computer Use	P-22
7.7	On-the-Job Injuries	P-23
7.8	Life-Threatening Diseases	P-23
7.9	Substance Abuse	P-24
7.10	Employees Appearance	P-29
7.11	Use of District Property	P-29
7.12	Harassment	P-29

Chapter 8 Termination of Employment

8.1	General	P-31
8.2	Separation Procedures	P-31
8.3	Benefits on Termination of Employment	P-32
8.4	Savings Clause	P-32

Organization Chart

Current Org Chart: For Fiscal Year Ending June 30, 2014, employees only



CHAPTER 1. GENERAL

1.1 Purpose and Scope

East Kern Airport District (“District”) is responsible for the Mojave Air & Space Port , also known as the Mojave Airport and Civilian Flight Test Center. It is the first facility to be licensed in the United States for horizontal launches of reusable spacecraft and has become a world renowned as the flight research center for General Aviation hosting the latest and most advanced aeronautical designs. More than forty (40) companies engaged in light industrial to highly advanced aerospace design, flight test and research to heavy rail industrial make Mojave a true economic engine providing over 2,000 jobs for the East Kern Region. Our success in achieving these responsibilities depends on efficient and skilled teamwork among all members of the staff. This handbook sets the framework for employment with the District.

The Employee Handbook is supplemental to those employment terms and conditions contained in the District’s Administrative Code. If any provision of this handbook is contrary to the Administrative Code, the Administrative Code is the governing and final authority on such matters. Finally, the District may, but is not required to, enter into written employment agreements with employees. Where this handbook and a written employment agreement signed by the District contradict, the written agreement controls.

1.3 Changes

Apart from those policies required by law, District may change employment policies or practices at any time without further notice. This handbook may be amended only by the District’s Board of Directors.

1.4 Distribution

This handbook and amendments shall be distributed to regular, Full-time employees. Temporary or Part-time employees shall be given copies of the handbook, or portions thereof, as determined by the General Manager.

CHAPTER 2. CONDITIONS OF EMPLOYMENT

2.1 General

Terms and conditions of employment are set forth in this chapter except where the District and an employee have entered into a written employment agreement. No implied or unwritten employment terms or conditions exist.

2.2 Equal Employment Opportunity

The District is an equal employment opportunity employer. Employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, sexual orientation, age, religion, creed, physical or mental disability, physical handicap, medical condition, marital status, veteran status or other basis prohibited by law. The District makes reasonable accommodation for handicapped and disabled persons.

2.3 Definitions

Unless otherwise apparent from context, the following terms are defined for the purposes of this Handbook:

District means East Kern Airport District.

Board means the Board of Directors of the District.

Introductory Employee means an employee who has not yet completed the introductory period.

Regular Employee means an employee who has completed the introductory period.

Temporary Employee means an employee who is hired for a specific project or determinate period, usually six months or less.

Part-time Employee means an employee routinely working less than 128 hours per month.

Full-time Employee means an employee routinely working at least 160 hours per month.

Exempt Employee means an employee who is exempt from the overtime pay requirements of the Fair Labor Standards Act.

Nonexempt Employee means an employee who is covered by the overtime provisions of the Fair Labor Standards Act.

Year of service means a period of one calendar year of continuous work from the date an employee commences work.

Dependent means the spouse and unmarried, dependent children eligible for coverage under the District's group health plan.

Executive staff means the CEO/GM, CFO, COO and Director of Economic Development & Marketing.

2.4 Positions Authorized

The District may engage regular and part-time employees. The status of an employee shall be determined and documented before work commences.

2.5 New Hires

(a) Offers of employment are contingent on verification of an employee's right to work in the United States. Before the first day of work, a prospective employee shall provide original documents verifying the right to work and sign a verification form required by federal law. If the employee cannot verify the right to work in the United States, the District may be obligated to terminate employment.

(b) Employees are introductory employees for the first six (6) months of employment. During this period, an employee will have an opportunity to learn their new position and see whether they wish to continue their employment. The District will use this period to determine if the employee is able to meet the District's expectations.

(c) Employees who drive vehicles must possess a valid Drivers' License and must remain insurable under the District's insurance policy. Employees will be requested to give a copy of current driver's license to be held on file in Human Resources. The District reserves the right to examine at any time the driving record of an employee whose job function requires him/her to for the District. All employees who are required to possess a valid driver's license must immediately notify Human Resources, of any suspension, revocation, or administrative withdrawal of their driver's license upon such loss. Such employees shall not, under any circumstances, operate a motor vehicle for the District when their driver's license is under suspension, revocation, or administrative withdrawal, or at any time they do not possess a valid driver's license. If an employee operates a motor vehicle for the District without meeting the proper statutory license requirements or fails to notify Human Resources of loss of license as required here under, he/she may be disciplined up to and including termination.

(d) Introductory periods may be extended for business reasons, because of permitted time off taken by the employee or to further evaluate the employee.

(e) During the introductory period, and the entire course of employment, employees are at-will employees. Successful completion of the introductory period is not a guarantee of continued employment.

2.6 Outside Employment

An employee's position with the District is their primary work responsibility. So they can do their best work, employees are requested not to work full time for another employer while employed with the District.

2.8 Personnel Records

(a) The District keeps a personnel file on each employee. The contents of the file, except for letters of reference, and certain other limited kinds of information, are open for an employee's inspection at reasonable times and at reasonable intervals upon request. An employee may make copies of certain papers from their file. Employees must notify the CFO if they wish to see or copy their personnel file.

(b) Employees must keep the District informed in writing of their current address and telephone number. An employee may desire to inform the District of personal changes, such as marital status or changes in the number of dependents, so their records and benefits are kept up to date.

(c) The District will keep personnel records private. However, there are certain times when information may be given to persons outside the District. These are:

- (1) in response to a subpoena, court order, or order of an administrative agency;
- (2) in a lawsuit, grievance, or arbitration in which the employee and the District are parties;
- (3) to administer employee benefit plans;
- (4) to a health care provider;
- (5) to a prospective employer or other person requesting a verification of an employee's employment, but only if (a) an employee gives the District a written release allowing information to be given, or (b) the District is providing only the dates of employment, last or present job title, and the fact of employment.

CHAPTER 3. WAGES AND HOURS

3.1 Compensation

(a) Compensation shall be established when the employee is hired.

(b) Compensation is based on actual hours worked. An employee who works eight (8) hours or less in a workday, or forty (40) hours or less in a workweek, shall be compensated at the regular hourly rate.

(c) Call Back Pay will be applied when an employee has left the work site and is called back by management after completing the regular work schedule and upon leaving the premises, the employee shall be paid for time actually worked upon return or a minimum of four (4) hours, whichever is greater. Should the employee exceed (8) hours in a day or (40) forty hours in a workweek employee will be paid time and a half for hours worked on call back.

(d) Reporting Pay will be applied when an employee is called into work for an undetermined schedule and the employee shall be paid for time actually worked or a minimum of four (4) hours, whichever is greater. Should the employee exceed (8) hours in a day or (40) forty hours in a workweek employee will be paid time and a half for hours worked.

3.2 Overtime

(a) The following describes the District's overtime policy for nonexempt employees. Regular overtime will be paid at the rate of one and a half times the regular hourly rate if an employee works more than eight (8) hours during a day or forty (40) hours during a week.

(b) Days or hours when an employee is paid, but does not work, such as vacations, holidays, or sick leave, do not count as time worked for computing overtime.

(c) To work overtime, an employee must obtain permission from a member of the executive staff. If an employee works overtime without permission, the employee may be disciplined.

(d) An employee who is "on-call" shall receive four hours of regular pay for Saturday, Sunday and holidays, and shall be paid at 1.5 times the regular rate for work in excess of five (5) hours.

(e) Compensatory Time Off (CTO) is paid instead of "paid overtime" at employees request. Employees may be given 1-1/2 hours of compensatory time-off in lieu of cash payment for each hour of overtime worked. At no time may an employee's accumulated compensatory time-off exceed 240 hours, which represents compensation for 160 hours of actual overtime work. If an employee accrues the maximum number of compensatory time-off hours, an employee is paid for any additional overtime hours worked at the rate of one and one-half times the employee's regular hourly rate of pay. Upon termination of employment, a non-exempt employee will be paid for unused compensatory time at the final regular rate received by such employee.

3.3 Pay Periods and Pay Days

(a) Wages shall be paid on a bi-weekly schedule. Paychecks will include regular and overtime pay for all time worked during the previous pay period.

(b) If an employee's vacation falls on a payday, the employee's check will be held until their return, unless prior arrangements have been made.

3.4 Rest and Meal Breaks

An employee working three hours or more may take a ten-minute break. An employee working five hours or more may take a ten-minute break and an hour lunch break. An employee working seven hours or more may take two ten-minute breaks and an hour lunch break. Ten-minute breaks must be taken on the premises and are considered hours worked. An employee working during any portion of their lunch break will be compensated for the work at the regular hourly rate. However, if their hours exceed 40 hours in a workweek, they will be paid time and a half for hours over 40. Firefighters and Security personnel are considered mission essential and will be compensated with pay for a ½ hour working lunch period.

3.5 Work Schedule

The normal work schedule is Monday through Friday, from 7:30 a.m. through 4:30 p.m. Each employee is expected to report to work soon enough to start the job at the beginning of the workday. If an employee requests a change in their work schedule, the District will consider the request and may make the change. Firefighters and Security personnel shifts are set to meet mission requirements.

3.6 Payroll Deductions

(a) Federal and state laws require the District withhold taxes from an employee's wages. These are federal income tax, California income tax, Federal Insurance Contributions Act (FICA, also known as social security and Medicare), and California State Disability Insurance (SDI).

(b) An employee must inform the CFO of a change in the number of the exemptions or marital status for federal or state income tax withholding purposes.

(c) The District will comply with wage garnishment orders. A garnishment will reduce an employee's take-home pay.

3.7 Timekeeping

(a) Time cards are prepared for each pay period, and are to be given to the Payroll Clerk on the last day of a pay period. It is important for employees to keep accurate time cards and to turn them in when due. A time card is a legal document and must not be tampered with. Corrections must be approved by their Immediate Supervisor and the CFO, and initialed by the employee. Completing a time card for a fellow employee or falsifying one's own time card is dishonest and may lead to immediate discharge.

(b) Mandatory employee meetings count as hours worked. If an employee is required by the District to attend educational or training activities, the employee will be compensated at the regular hourly rate for their attendance time.

(c) Each employee must immediately notify the CFO if a payroll check does not reflect time worked during the pay period.

3.8 Expense Reimbursement

(a) The District may require employees to use their vehicles on District business or may provide use of a District vehicle for District business. When travel is authorized by the District, an employee shall be paid reasonable and necessary reimbursement for all expenses in connection with District business.

(b) Officers and employees shall be entitled to reimbursement for authorized use of their privately owned vehicles in the conduct of business, at the mileage reimbursable rate set by the Internal Revenue Service.

(c) Expenses shall be submitted with a monthly expense report. All receipts for purchases made on behalf of the District must be included with the report. Detailed information must be included in the report for mileage reimbursement.

(d) Automobile rental expenses shall be approved in advance by a member of the executive staff. Airfare reimbursement shall be at coach rate, if available. Taxi fares are reimbursable only if shuttle service is not readily available.

(e) When an employee is authorized by a member of the executive staff to incur a reimbursable meal expense, the employee shall submit paid receipts or other evidence the expense has been incurred. In the absence of paid receipts, the amount of reimbursement shall not exceed \$25.00 per day.

(f) When an employee is authorized by a member of the executive staff to incur a reimbursable lodging expense, the employee shall submit paid receipts or other evidence that the expense has been incurred. An employee may receive an advance on anticipated lodging expenses based on published rates. The advance shall be reconciled with actual expenditures within thirty (30) days following the activity.

(g) If expenses are incurred as a result of a permanent assignment, requests for reimbursement shall be submitted to the District at the end of the month during which the expense was incurred. If expenses are incurred as a result of an *ad hoc* assignment, the reimbursement request shall be submitted to the District prior to the next regular Board meeting following the activity.

3.9 Holidays

(a) The District shall remain open except on the following holidays:

- New Year's Day (January 1st);
- Memorial Day (The last Monday in May);
- Independence Day (July 4th);
- Labor Day (The first Monday in September);
- Thanksgiving Day and the following Friday;
- Christmas Day (December 25th); and
- 3 Floating Holidays.

(b) If a holiday falls on Saturday, it will be observed the preceding business day. If a holiday falls on Sunday, it will be observed on Monday. If a holiday falls on a Tuesday or Thursday, the District shall determine when it shall be observed. Holidays that fall during a scheduled vacation do not count as a vacation day.

(c) Regular full-time employees shall be paid their regular salaries for each holiday if the employee does not work. Regular full-time employees who work on a holiday shall be paid at 1.5 times the regular rate of pay for the hours worked, and the regular rate of pay for hours not worked.

(d) Part-time, non-salaried employees shall not be paid for holidays if the employee does not work. If a part-time employee works on a holiday, the employee will not be compensated at the overtime rate assuming they do not work over 40 hours in a workweek.

CHAPTER 4. BENEFITS

4.1 Eligibility for Benefits

The following shows when regular full-time employees are eligible to receive certain benefits:

4.2 Vacations (a) Upon commencement each regular, full-time employee upon completion of twelve (12) months of service shall earn one (1) workweek of paid vacation. After completion of two years of service, regular, full-time employees shall earn two (2) workweeks of paid vacation. After completion of five years of service, regular, full-time employees shall earn three (3) workweeks of paid vacation. After completion of fifteen (15) years of service, regular, full-time employees shall earn four (4) workweeks of paid vacation. Vacation benefits do not accrue to probationary full-time employees, or to regular full-time employees when the probationary/regular, full-time employee is on leave for any reason other than vacation or holiday.

(b) The scheduling of an employee's vacation is based on the District's operational needs

and the requests for vacation and leave of absence of other employees. All vacation requests must be approved in advance by a member of the executive staff. If there is a conflict in requests for time off, the person with the most seniority will be given preference. The District will also consider operational needs.

(c) An employee may decline to use up to seven days of accrued vacation in any year and add the unused amount of vacation to the next year's vacation entitlement. The General Manager may allow an employee to carry vacation over for longer than two years not to exceed 320 hours if the employee is unable to take vacation for the convenience of the District.

(d) An employee may take a paid vacation before accruing paid vacation time only with the written consent of the General Manager. If an employee takes a vacation without earning vacation pay and without consent, the employee will not be paid, or if the employee is, non-exempt employees will be "docked" for such time, i.e.: the hours spent on vacation will be deducted from the employee's next paycheck. If an employee takes more vacation time than accrued and leaves the District, the amount of unearned vacation time taken will be deducted from the employee's final paycheck.

(e) Vacation benefits are not earned when an employee is on a leave of absence or suspended. If an employee becomes ill on vacation, the employee cannot use sick leave.

(f) Part-time employees who become regular, full-time employees shall complete twelve (12) months of full-time service before earning one (1) workweek of paid vacation days. Vacation pay accrues at the same rate for all regular, full-time employees.

4.3 Sick Leave and Disability Payments

(a) Sick leave shall accumulate at a rate of 3.69 hours per pay period of continuous service. Each day or portion thereof of sick leave actually taken or paid to an employee shall be deducted from the accumulated sick leave. Employees on disciplinary suspension do not accrue sick leave and are not paid for sick days.

(b) Sick leave may be used in case of physical disability by reason of illness, sickness, injury or serious illness in the immediate family of the employee, the employee's spouse or registered domestic partner, or to bond with a new child. A doctor's certificate stating the nature of the illness of the immediate family of the employee or the employee's spouse, or proof of death, may be required before absence for these reasons is charged to sick leave for three or more consecutive days. An employee may use sick leave only if the employee is sick, for medical and dental appointments, or for the illnesses or doctors' appointments of the employee's dependent children, dependent parents, or the employee's spouse. Abuse of the District's sick leave policy is dishonest and may lead to discharge

from employment.

(c) A member of the Executive Staff must be informed of sickness before or at the start of the workday in order for the employee to receive sick pay for that day.

(d) If an employee is hospitalized or out sick for more than seven (7) calendar days for an injury or illness not work-related, the employee should apply for State Disability Insurance (SDI) benefits. These benefits will be deducted from sick pay. The Business Operations Director can supply the form the employee will need to apply for SDI, but the employee must make the application. The employee must send the Notice of Disability Benefits Received to the Business Operations Director. If the employee's State Disability benefits exceed the amount deducted from accrued sick pay, the District will adjust the employee's sick pay.

(e) Sick leave may be used when adverse weather conditions create difficulty for employees to report to work or make it advisable for employees to leave the workstation early. Employees who anticipate problems with transportation are encouraged to exercise personal judgment concerning road safety in their areas.

(f) An employee may carry-over sick leave to the following year, but an employee will not be paid for unused sick leave while employed with the District.

(g) Upon separation and or retirement, each permanent full-time officer or employee with at least (5) years but less than ten (10) years of service shall be paid for fifty percent (50%) of accumulated unused sick leave, and a permanent full-time officer or employee with ten (10) or more years of service shall be paid for one hundred percent (100%) of accumulated unused sick leave. The sick leave shall be paid within thirty (30) days of termination and shall be based upon the officer or employee's salary as of the date of separation.

(h) Under the California Family Rights Act of 1993 (CFRA), if an employee has more than twelve (12) months of service with the District and has worked at least 1,250 hours in the 12-month period before the date the employee would like to begin leave, the employee may have a right to an unpaid family care or medical leave. This leave may be up to 12 weeks in a 12-month period for the birth, adoption, or foster care placement of the employee's child or for the employee's own serious health condition or the serious health condition of the employee's child, parent or spouse. If possible, the employee must provide at least 30 days advance notice of a foreseeable event. For events that are not foreseeable, the employee must notify the District, at least verbally, as soon as the employee knows of the need for the leave. Failure to comply with these rules is grounds for, and may result in, deferral

of the requested leave until the employee complies. The District may require a certification from a health care provider before allowing a leave for pregnancy or the employee's own serious health condition, or certification from the health care provider of the employee's child, parent, or spouse who has a serious health condition before allowing a leave to take care of the family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule. The basis minimum duration of leave for birth, adoption or foster care is two weeks, and the employee must conclude the leave within one year of such event. Taking CFRA leave may impact certain benefits and seniority.

(i) If an employee has worked for the District for at least one year and for 1,250 hours over the past twelve (12) months, the employee may be eligible for unpaid leave under the Family and Medical Leave Act (FMLA). Under the FMLA, leave is available (1) to care for the employee's child after birth, or placement for adoption or foster care, (2) to care for the employee's spouse, son or daughter, or parent who has a serious health condition, or (3) for a serious health condition that makes the employee unable to perform the employee's job. The employee must provide 30- days advance notice when the leave is foreseeable. The District requires a medical certification to support a request for leave due to a serious health condition, and may require a second or third opinion at District expense, and a fitness for duty clearance before return to work. Health insurance will be maintained under the group plan during leave. Employees will not be discriminated against for taking such leave, and employees taking such leave will retain the benefits they accrued prior to taking such leave. If you have any questions concerning leave, or require forms, please see the General Manager.

4.4 Serious Illness or Death in Immediate Family

(a) A maximum of five (5) days of bereavement leave may be used in case of death of spouse, parent, grandparent, children or sibling of the employee or parent, grandparent, children or siblings of the spouse.

(b) Introductory, part-time or temporary employees may be allowed to take unpaid bereavement leave up to three (3) work days with written approval from their supervisor. This leave will extend an employee's introductory period.

4.5 Continued Benefits

(a) Permanent, full-time officers and employees are eligible for participation in the retirement program through the Public Employees' Retirement System (P.E.R.S.). Eligibility for participation in the program shall be determined on the basis of the contract between P.E.R.S. and the District. The District shall pay both employer and employee contributions to the program.

(b) Retired employees age 50 or older who have been an active member of P.E.R.S. for at least five (5) years and their dependents are eligible for continued participation in the District's group medical plan. The District shall pay the cost of such coverage. The District shall pay the cost of dental/optical benefits for retired officers and employees and their dependents in the same manner and to the same extent as active full-time employees.

4.6 Health, Dental and Optical Plan

(a) Permanent, full-time officers and employees, including directors, and their dependents shall be eligible for membership in the District's group health plan. Membership shall commence at the earliest date permitted by the plan. Except for benefits provided to former employees, health plan membership shall cease at termination of employment or office holding. The District shall pay the cost of plan membership and shall reimburse each employee for the deductible portion of employee's group health plan, not to exceed \$500 per calendar year for family group. The employee shall present written proof satisfactory to the CFO that such costs have been incurred before such reimbursement is paid.

(b) Permanent, full-time officers and employees, including directors, and their dependents shall be eligible for dental and optical plans chosen by the District.

4.7 Life Insurance

Permanent full-time employees receive the life insurance benefits of the District's health and accident insurance plan in an amount and form as form to time established by the Board.

4.8 Short and Long Term Disability

Permanent full-time employees receive short and long term disability benefits in the event the employee goes on leave of absence.

4.9 Workmen's Compensation Insurance

All employees shall receive the benefit of Workers' Compensation Insurance as provided by law.

4.10 Tuition Assistance Program

All full-time employees with six-months or more of service with the District are eligible to participate in the tuition assistance program. The District will prepay 100% of tuition costs (including registration and laboratory fees) of acceptable course(s) or programs(s) up to the maximum of \$5,000 per eligible employee in a calendar year.

4.11 Changes in Policy

The District reserves the right to cancel or change the benefits it offers to its employees.

CHAPTER 5. JOB PERFORMANCE

5.1 Evaluations

(a) The District may review the job performance of employees. The purposes of the evaluations are:

- (1) to evaluate the strengths and weaknesses of the employee's work;
- (2) to communicate these to the employee; and
- (3) to set future performance goals.

(b) Employees are encouraged to ask specific questions and to comment about their evaluation. Employees may offer written comments on the evaluation form. The employee may obtain a copy of the completed form. A good performance evaluation does not guarantee a pay raise, because pay increases may not occur every year, nor is a good evaluation a promise of continued employment.

5.2 Attendance and Absences

(a) Attendance is a basic indicator of an employee's performance. An employee must report to work on time. If an employee cannot come to work, or will be more than a few minutes late, the employee must inform a member of the Executive Staff of expected arrival time.

(b) Excessive absences, failure to report absences on time, and/or tardiness will lead to discipline, up to and including discharge. Absences are excessive if they occur frequently, or if they show a pattern. Absences immediately before or after a holiday and weekends are suspect. Frequent absences for minor complaints such as a headache or stomachache are also suspect.

CHAPTER 6. UNPAID LEAVES OF ABSENCE

6.1 Approved Leaves of Absence

(a) The General Manager may grant unpaid leaves of absence for the convenience of the employee. An employee's introductory period is extended by the number of days of absence.

Temporary employees are not eligible for a leave of absence.

(b) Except as required by law, the District cannot guarantee the employee's position will be open upon return from an extended leave of absence. If the position has been filled or eliminated the District will try to find the employee a comparable position.

(c) Unpaid leaves of absence will be permitted for medical leave and non-occupational disability conditions.

(d) The District requires written proof from a licensed doctor that the employee's disability

has started or ended before allowing the employee to take a leave or return from leave to assume full or modified duties with limitations. The employee must provide the following information as soon as known: (1) how long the employee expects to be on disability leave; (2) a doctor's certificate, or other medical proof acceptable to the District, showing the expected dates of the employee's disability; and (3) regular updates at least every week regarding the employee's medical status and the date the employee expects to return to work. Applications for leaves of absence for disability because of pregnancy or childbirth should be submitted at least two weeks before the start date of such leave, if possible.

6.2 Pregnancy Disability Leave

(a) Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth or related medical conditions, they may be eligible to take a pregnancy disability leave. An employee affected by pregnancy or a related medical condition, may also be eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if the transfer is medically advisable. The District will treat pregnancy disability the same as other disabilities of similarly situated employees. This affects whether leave will be paid or unpaid.

(b) The pregnancy disability leave is for up to four (4) months (or 88 workdays for a full-time employee) per pregnancy for actual disability caused by your pregnancy, childbirth or related medical conditions. The pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an as-needed basis. Time off needed for prenatal care or morning sickness may not be covered by your pregnancy disability leave. An employee should consult their physician to obtain certification that the situation is covered by pregnancy disability leave.

(c) The employee may be required to obtain a certification from a health care provider confirming either pregnancy disability or the medical advisability for a transfer. The certification should include:

- (1) the date disability due to pregnancy commences or the date of the medical advisability for transfer;
- (2) the probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and
- (3) a statement that, due to the disability, the employee is unable to work or to perform any one or more of the essential functions of the position without undue risk to the employee, the successful completion of the pregnancy or to other persons, or a statement that, due to the pregnancy, the transfer is medically

advisable.

(d) At the employee's option, accrued vacation or other accrued time off may be used as part of pregnancy disability leave before taking unpaid leave. The employee may be required to use available sick leave. An employee may also be eligible for State Disability Insurance for the unpaid portion of leave.

6.3 Medical Leave: Occupational Disability

If an employee is injured at work, the employee may be placed on Workers Compensation until: (1) a recognized medical professional certifies the employee is allowed to resume all of the duties of the employee's former position; (2) the employee is unable to come back to work in their position (i.e., the employee's condition is permanent and stationary); or (3) the employee resigns, quits, or otherwise indicates they are not going to return to their job.

6.4 Military Service

Employees are eligible for military leaves of absence. The specific terms and nature of their right to return to their job after a military leave is governed by law.

6.5 Jury Duty

Employees absent for service on petit jury shall be paid regular district salary by endorsing the jury fees, less mileage payments, to the District.

6.6 Witness Duty

An employee who is called to answer a subpoena as a witness in an official capacity shall be compensated at his /her regular rate of pay for all hours of absence from work due to answering the subpoena and provided the employee shows proof of the subpoena and deposits witness fees received for the hours, exclusive of mileage, with the District.

An employee subpoenaed to appear in court in a manner unrelated to his/her official capacity as a District employee shall be permitted time off without pay, or the employee may choose to use accrued vacation for this purpose.

6.7 Voting Time

(a) If a voter does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the voter to vote.

(b) If an employee anticipates taking more than two hours off for voting, the employee should notify the appropriate supervisor of this need. The time off for voting shall be only at the beginning or the end of the regular working shift, whichever allows the most free time for voting and the least time

off from the regular working shift, unless otherwise mutually agreed.

(c) If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least two working days' notice that time off for voting is desired, in accordance with this section.

CHAPTER 7. DISTRICT RULES STRICTLY ENFORCED

7.1 General

(a) Work rules are necessary to good management, employee safety, effective work and fairness. Listed below are examples of unacceptable conduct. Because it is not possible to list every possible form of unacceptable conduct, there may be other conduct not listed that is contrary to the District's interest and is also not allowed.

(b) The District expects high quality work from its employees, and expects employees to conduct themselves in a businesslike manner. If discipline is necessary, it may take the form of an oral warning, a written warning, suspension without pay, demotion, reduction in pay, or discharge, at management's discretion. A negative performance evaluation will count as a written warning. The District has the right to determine what discipline is appropriate. There is no standard series of disciplinary steps the District must follow. In certain circumstances, an employee's conduct may lead to immediate discharge.

7.2 Violations for Which an Employee May Be Discharged

The following conduct may result in immediate discharge without warning:

(a) Malicious or willful destruction or damage to District property or supplies, or to the property of another employee, customer or visitor;

(b) Stealing or removing without permission District property or property of another employee, customer or visitor;

(c) Acts of dishonesty, including obtaining employment with the District by lying or giving false or misleading information, falsifying any employment documents or records, including the employee's or a co-worker's time records, and other acts of dishonesty;

(d) Bringing or possessing firearms, weapons or other hazardous or dangerous devices or substances onto District property without proper authorization;

(e) Possession, use, or sale of alcoholic beverages or illegal drugs on District property, or reporting for work under the influence of alcohol or illegal drugs;

(f) Insubordination, including improper conduct toward a supervisor, or refusal to perform

tasks assigned by a supervisor;

- (g) Fighting on District property;
- (h) Harassing, threatening, intimidating, or coercing a supervisor or another employee;
- (i) Giving the District's products away free of charge, or at a discount, to any person, or in

violation of the District's policies;

- (j) Pleading guilty to or being convicted of any crime other than a minor traffic violation;

and

(k) Failure to follow District procedures for maintaining the confidentiality of the District's proprietary information.

(l) Any violation for which an employee may be disciplined may, in appropriate cases, result in discharge

7.3 Violations for Which An Employee May Be Disciplined

The following conduct will result in discipline. The type of discipline will depend on how serious the violation is and the specific facts and circumstances of the conduct. Discipline includes oral or written warnings, suspension, or discharge:

- (a) Unsatisfactory job performance;
- (b) Not following an established safety rule;
- (c) Tardiness or excessive absence from work or work area, including taking too long for

lunch and break periods;

(d) Leaving the District's premises or the employee's job during working hours without notifying the employee's supervisor and obtaining permission;

(e) Horseplay or any other action that is dangerous to others, or to District property, or that disrupts work;

- (f) Smoking in areas where "No Smoking" signs are posted;
- (g) Working unauthorized overtime or failing to submit time records or overtime records;
- (h) Use of abusive or vulgar language;
- (i) Carelessness or negligence in doing their job;
- (j) Using District equipment without permission;
- (k) Possessing or removing District or employee property, food, or other items without

permission;

- (l) Sleeping while on duty;
- (m) Abuse of sick leave; and

- (n) Inappropriate appearance or grooming
- (o) Failure to notify a supervisor when unable to report to work, or unreported absences of three (3) consecutive scheduled workdays; and
- (p) Prohibited discrimination, harassment, retaliation or failure to investigate discrimination or harassment, or violation of any other state or federal workplace laws.

7.4 Personnel Safety, and Security

The work environment must be safe and secure, and free from harassment. Employees must act in a professional manner toward fellow employees, customers and members of the community. To maintain confidentiality of appropriate District information, it is important employees follow District's rules regarding premises dress, safety, and security.

7.5 Employee's responsibility

- (a) Safety is a vital concern with the District and is one of the employee's most important responsibilities. Following the District's Injury Illness Prevention Program and all safety policies/procedures to the letter is essential. If an employee sees an unsafe condition, the employee must report it to their Immediate Supervisor or a member of the Executive Staff. The employee must also report all accidents, no matter how minor. The employee must also learn the location of the nearest first aid kit, fire extinguishers, and exits.
- (b) The District requires all equipment and machinery be in proper working order and safe to work with at all times. If any equipment or machinery breaks down, do not use it until a qualified technician makes sure it is repaired and safe.
- (c) Employees should not try to fix broken equipment or machinery themselves. Employees should notify their Immediate Supervisor of any equipment breakdown as soon as it happens. If the breakdown requires emergency repairs, a member of the Executive Staff will try to deal with the emergency situation as soon as possible.

- (d) From time to time the District conducts formal safety training. An employee's attendance at safety training sessions is mandatory.

7.6 Computer Use

- (a) Use of the District's computers is restricted to employees. Any non-employee use of the computers is prohibited unless prior authorization is given. Employees are prohibited from changing in any way the setup and structure of the computer network.
- (b) The District's computer, voicemail, e-mail and facsimile systems may not be used for the conduct of personal business. Messages and files should be limited to the conduct of business. In

addition, the District's computers and electronic data systems may not be used to: (1) solicit for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations without the permission of the District; and (2) send or receive copyrighted materials, trade secrets, proprietary information, financial information or similar material without prior authorization. The District reserves the right to review, audit and/or disclose any message or file composed, sent, or received within its computers or its systems. Passwords for any District electronic data systems are confidential and may not be shared with unauthorized persons. (c) Employees are prohibited from using any District computer or electronic data systems in any manner that may reasonably be considered offensive or disruptive to another employee, or violates any law.

7.7 On-the-Job Injuries

(a) If an employee is injured on the job, the employee must get medical treatment immediately. If necessary, an ambulance should be called. If the injury is less serious, the supervisor must make arrangements to have the employee taken to the doctor.

(b) If an employee is injured while performing their job, they may be covered by the District's workers' compensation insurance. The employee must report the injury to their Immediate Supervisor/Business Operations Director as quickly as possible, no matter how minor, and even if the employee does not need medical treatment. The Immediate Supervisor will make a report of the injury as soon as possible after the injury happens and provide a copy to the Business Operations Director. Claims for workers' compensation benefits should be made to the Business Operations Director.

7.8 Life-Threatening Diseases

The District is committed to keeping the work environment healthy and safe for all employees, and has established these rules that employees should follow if an employee or a co-worker has or contracts a life-threatening illness:

(a) The District will treat life-threatening illnesses the same as other illnesses in terms of employee policies and benefits.

(b) If an employee has or contracts a life-threatening illness, the employee will be allowed to keep working, as long as: (a) the employee can meet the District's performance standards with a reasonable accommodation; (b) the illness does not actually endanger the health or safety of other employees or customers; and (c) the employee will not make their illness significantly worse by continuing to work.

(c) An employee may not refuse to work because they are afraid of contracting a non-contagious life-threatening illness from a co-worker, the employee may be subject to discipline or

discharge. Employees may not harass or otherwise discriminate against a co-worker who has a life-threatening illness. Employees who refuse to work with, or who harass or discriminate against any employee with a life-threatening illness, will be disciplined, up to and including discharge.

(d) In this manual, “life-threatening illness” includes cancer, heart disease, Lou Gehrig’s disease, AIDS and other illnesses of a severely degenerative nature.

7.9 Substance Abuse Policy

The District subscribes to federal and state law goals for a “drug free” workplace for the protection of employees and the public. The District prohibits the manufacture, distribution, possession, sale, purchase, exchange, negotiation for sale or purchase, or use of controlled substances in the workplace. Employees will not report for work, stand-by, or call-out duty, when under the influence of alcohol, drugs, or controlled substances. As used in this policy, “controlled substances” does not include lawful use of prescription drugs which do not impair essential job functions.

An employee shall not be at work, or at any site where District work is or will be performed, drive a vehicle on District business, or operate any District equipment, with any amount of illegal drugs or alcohol in his or her system which, under the generally accepted standards applied by industrial safety consultants or hygienists, could be considered sufficient to impair the employee's ability to perform his or her job safely, efficiently or productively. Impairment which could constitute a disciplinary offense need not reach the level of impairment required for a criminal conviction for use of controlled substances or driving under the influence. For example, in the case of alcohol consumption, the .04% standard stated in California Vehicle Code § 23153 for determining driving under the influence by commercial vehicle operators would constitute impairment. Similar standards applied to commercial vehicle operators for impairment by other substances will apply. Employees may not report to work under the influence of illegal drugs. An employee with a lesser amount of alcohol or an impairing legal controlled substances in his or her system may also be considered impaired if, in the opinion of an industrial safety consultant or hygienist, such amount was in fact impairing under the circumstances. Consumption of alcohol on the job, possession of open containers of alcohol on the job, or the ingestion or possession of impairing controlled substances or illegal substances while on the job shall constitute per se violations for which termination is authorized. Any conduct on the job that constitutes, or knowingly aids and abets in the manufacture, distribution, dispensing, transfer, or sale of controlled substances to any person, or that constitutes the provision of alcohol to a minor, shall constitute a per se violation of this policy for which termination is authorized.

When an employee is placed on medication from a health care provider licensed by the State of

California to prescribe medications, which may impair his or her ability to perform essential job functions, that employee must immediately notify his or her manager before returning to work. The District reserves the right to require employees to provide proof that any prescribed medication will not impair the employee in the performance of normal duties and will not create a unsafe environment for other District employees or the public. For purpose of this policy a prescribed medication which is not prescribed for the subject employee is an “illegal drug.”

An employee may seek counseling or treatment for alcohol or substance abuse privately, or through a District health insurance provider. An employee who voluntarily discloses a substance abuse problem will not be disciplined solely based on the above-described drug or substance abuse, if the employee voluntarily agrees to a certified rehabilitation program and testing and remains in compliance with this policy.

An employee reasonably suspected of violating this policy, and who has not disclosed a substance abuse problem, will be requested to submit to substance testing which may require the employee to provide a sample of urine, saliva, or blood for chemical analysis. Any unreasonable refusal by the employee to submit to such testing may result in disciplinary action, up to and including termination. Reasonable suspicion exists when significant and observable changes in employee performance, appearance, behavior, speech, etc., provide reasonable suspicion of being under the influence of drugs and/or alcohol. A refusal to consent will not be deemed to be “reasonable” unless the employee had a right to refuse to give such consent under applicable state or federal law.

No employee should consider any vehicle, desk, locker, toolbox or other facility, equipment or property of the District to be his or her “private” property. The District may conduct unannounced searches of District vehicles, desks, lockers, toolboxes, facilities, equipment computers and District property for illegal drugs or alcohol, or other unlawful contraband or unlawful use of equipment. Employees who do not cooperate during such searches will be considered to be insubordinate.

Searches of employees and their personal property may be conducted when there is reasonable suspicion that an employee is in violation of this policy. Any refusal to submit to a search could result in disciplinary action, up to and including termination.

- a) Violation of this policy may result in the following, depending on the severity of the violation:
 - i) An employee testing positive for a controlled substance will be immediately placed on leave and may be required to complete a certified rehabilitation program approved by the District. The employee will be offered a “Last Chance Agreement” detailing terms under which the employee may be allowed to return to work following successful

completion of a rehabilitation program. Failure of the employee to complete the program and required conditions (which may include follow-up testing) will result in immediate termination.

- ii) Any employee testing positive for a controlled substance within one year following rehabilitation will be terminated immediately.

Any employee involved in the manufacture, distribution, or sale of a controlled substance, whether or not such action occurred at the workplace, or found to have provided a controlled substance to another employee, will be terminated. Employees who have been made a conditional offer of employment must submit to and pass a drug-screening test. Offers of employment are conditional and subject to the passing of a drug screen for prohibited substances. Failure of an applicant to pass or to submit to the drug screen will result in the applicant's disqualification for employment.

- A. Employees must provide, within twenty-four (24) hours of a request, verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.
- B. Employees must notify their supervisor of any arrest or conviction under a criminal drug statute within five (5) working days of the arrest or conviction. (Disciplinary action shall not be taken based solely on the arrest, however, disciplinary action may be taken based upon the failure to notify); and
- C. Failure of an employee to comply with this policy or failure to consent to "for cause" and/or pre-placement testing will result in termination or withdrawal of employment offer. Any attempt to adulterate, dilute, or substitute a test specimen is a "refusal-to-test."
- D. Employees shall be advised in writing of the District's Alcohol and Drug Abuse Policy and Program. Selected managers and supervisors shall attend at least one hour of training on alcohol misuse and at least one hour of training on controlled substances misuse, to include the following issues:

Employee Assistance Programs ("EAP")

- i) Alcohol and drug abuse recognition, symptoms and effects.
- ii) Methods of identifying and helping employees who might be suffering from personal problems that could signal possible alcohol or drug problems.
- iii) Methods of referring employees who may be subject to the effects of alcohol and/or drugs to the EAP.

- District policies and procedures related to handling employees who appear to be under the influence.
- Documentation of observations and impressions of persons who show effects of alcohol and/or illegal drugs and reasonable suspicion.
- Alcohol and drug testing policy, rules, procedures, and safeguards.
- Benefit programs and alternatives available.
- Safety aspects of alcohol or drug problems in both work and social environment.
- Training shall be at District expense.

Testing Requirements/Definitions:

- A. Pre-employment testing: As a pre-qualification to assuming any position, prospective employees who have received and accepted a conditional offer of employment are required to provide a body substance sample (saliva, blood, or urine) for drug testing. This occurs in conjunction with the pre-employment medical examination.
- B. Fitness-for-Duty or Reasonable Suspicion Testing: Testing may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc., provide reasonable suspicion of being under the influence of drugs and/or alcohol. If reasonable suspicion exists, the employee will be referred to a medical professional for evaluation. The medical professional will evaluate the employee, and, based on the evaluation, determine whether a test for drugs and/or alcohol shall be administered.
- C. Accident or Incident: Testing may be required when an accident or incident occurs which nature creates reasonable suspicion of impairment of ability or judgment due to alcohol or drugs. Post-accident alcohol tests shall be administered within eight (8) hours following an accident. A post-accident drug test shall be administered within thirty-two (32) hours following an accident.

An “accident” is defined as an incident involving a vehicle where, as a result of damage:

- a vehicle must be transported away from the site of the accident; or
- a vehicle cannot depart from the site in its usual manner without some repair and/or maintenance; or
- a vehicle can depart from the site in its usual manner but will later require some repair and/or maintenance for safe operation; and/or
- bodily injury occurs to the driver and/or another individual(s):

- * which requires medical attention to said driver and/or another individual; and/or
- * which results in death.

D. “Legal Drug” includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they are prescribed or manufactured.

E. “Illegal Substance” means any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not being used for prescribed purposes.

F. An employee is “Under the Influence” of an illegal substance, alcohol, or legal substance that interferes with an employee’s ability to perform their essential duties, if any measurable amount of a substance, or a metabolite of that substance, is detected in the employee’s circulatory system through a blood analysis, urine screen, or saliva test.

General Information / Process:

- A. District will make every effort to protect the confidentiality of drug and/or alcohol test results.
- B. Non-Compliance with a supervisor’s request to submit to a fitness for duty test and/or drug or alcohol test under these policies, noncompliance with a supervisor’s request that the employee leave the work area, or any other reasonable request designed to safeguard the quality of care, the working environment and/or safety of the workplace, the employees or the public, is viewed as insubordination and is subject to appropriate disciplinary action.
- C. Negative test results warrant re-instatement and pay for the time off work, unless other factors warrant termination or discipline, such as an admission of current illegal drug use or poor performance.
- D. Violation of any aspect of this policy may lead to corrective action, up to and including immediate termination of employment. Such violation may also have legal consequences.
- E. All test results will be reviewed by an appropriate licensed medical professional to ensure the positive results are not caused by legitimate use of prescription medication.
- F. Test results are not revealed to outside agencies or employees unless required by legal process including licensing agencies, unless the information is placed at issue in a formal dispute between the employer and employee, to the extent necessary to administer an employee benefit plan (such as a health insurance plan), or where the information is needed by medical personnel to treat an employee during an emergency when the employee is unable to authorize disclosure.
(31 C.F.R. 56.20(c).)
- G. An employee suspecting another employee is under the influence, or smells of alcohol, is

obligated to inform that employee's supervisor of his/her suspicion

7.10 Employee's Appearance & Dress Standards

All District employees are expected to dress appropriately for their duty environment, and maintain good grooming habits and personal hygiene. Failure to maintain personal grooming, hygiene, and/or the wearing of any clothing that interferes with or disrupts the work environment, or does not present a professional image within the office setting, is unacceptable.

(a) Employees are expected to report for work in neat, clean attire that presents a professional image. Examples of clothing that do not present a professional image include but are not limited to clothing that exposes the midriff or undergarments.

(b) The District will provide pants, shirts, and laundry service for full-time employees working in the Maintenance or Fire Department. If an employee does not feel the uniform provider can supply appropriate uniform pants, the employee can obtain permission from the Supervisor to provide, maintain, and launder his/her own pants. The District will reimburse the employee for the cost of pants in an amount not to exceed \$60.00 per fiscal year. The District will report to CalPERS annually at the end of the fiscal year total uniform compensation, not to exceed \$750.00, paid to employees hired by Mojave Air & Space Port on or before December 31, 2012, or who are defined as CalPERS Classic Members.

(c) Employees required to wear boots in Maintenance and Fire Department shall be reimbursed for the actual cost of acquiring safety boots in an amount not to exceed \$80.00 per fiscal year.

(d) Any employee who comes to work in clothing that does not meet the above standards will be required by his or her supervisor to take immediate corrective action, which may include being asked to go home and change into appropriate attire. Leave without pay will be charged for time away from work.

7.11 Use of District Property

Employees are expected to use the District's property only for business purposes. This means personal telephone calls should be kept to a minimum, and employees should discourage friends and relatives from calling during business hours, unless there is an emergency. Personal long-distance telephone calls are prohibited. Personal use of District supplies is to be kept to a minimum. When an

employee leaves the District's employ, the employee must return all keys, documents, manuals and correspondence belonging to the District.

7.12 Harassment

(a) Verbal, physical, visual and sexual harassment of co-workers, co-employees and members of the public is absolutely forbidden. Harassment can take many forms. Employees must be sensitive to the feelings of others, and must not act in a way that might be considered harassment by someone else. A few examples of prohibited harassment (for illustrative purposes only) are:

- (1) Verbal (racial, sexual or ethnic jokes and insults);
- (2) Physical (sexually suggestive or unwelcome touching, or obscene gestures); and
- (3) Visual (insulting cartoons, sexually suggestive or lewd pictures or photographs).

(b) Sexual harassment may consist of unwelcome sexual advances, deprecating sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

(c) If an employee thinks they or one of their co-workers has been the victim of harassment, the employee must report the incident and the names of the persons to a member of the executive staff immediately. The incident will be investigated. If an employee does not report harassment, it cannot be investigated. Cooperation is crucial. There will be no retaliation against any employee by the District for making a complaint of sexual harassment.

(d) To accommodate the unique nature of harassment complaints, the following informal process is provided to resolve such a complaint at the earliest possible time:

- (1) Employees wishing to complain of harassment should inform their immediate supervisor and the General Manager of the grievance, preferably in writing. The employee shall inform only the General Manager if the complaint is directed against the immediate supervisor. The employee shall inform the president of the Board if the complaint is directed against the General Manager.
- (2) The General Manager after receiving notification of the complaint shall obtain a written statement by the immediate supervisor, assist in the interviewing of the accused parties and witnesses, and ensure the investigation is thorough and rapid.

(e) The District wishes to know of any complaint alleging harassment as soon as possible after it occurs. A formal grievance must be filed within thirty (30) working days of the date of notification of the results of the informal process. The General Manager after receiving the complaint may extend the filing deadline if the employee does not file a formal grievance within the time limits.

(f) The General Manager after receiving the complaint shall expedite and direct the investigation of the grievance and review information collected to determine whether the alleged conduct constitutes harassment by considering the record as a whole and the totality of the circumstances, including the nature of the verbal, physical or visual harassment and the context in which the alleged incidents occurred and recommend, in writing, appropriate action as soon as administratively possible, but no longer than thirty (30) calendar days from receipt of a complaint.

(g) If the decision of the General Manager is not satisfactory to the employee, the employee may appeal to the Board by filing a written request within ten (10) days of the notice of the decision.

(h) The General Manager shall provide a written report to the Board on harassment complaints and the results of the informal process and grievance review.

(i) The Board shall consider a request for review by an employee in closed session and may appoint a committee to investigate the charge. The Board shall render a decision on the employee's appeal within thirty (30) days.

7.13 Retaliation, as prohibited under state and federal law, is not permitted. Prohibited retaliation includes retaliation for any of the following actions: disclosing a possible state or federal law violation to a government agency, filing a formal complaint or charge against the District, refusing to participate in an activity that would result in a violation of state or federal law, exercising whistleblower rights in a current or former job, complaining about prohibited discrimination or harassment or participating in an investigation, proceeding, or hearing related thereto.

CHAPTER 8. TERMINATION OF EMPLOYMENT

8.1 General

(a) The District will consider an employee to have voluntarily terminated their employment if they do any of the following:

- (1) Resign from the District;
- (2) Do not return from an approved leave of absence on the dated specified by the District; or
- (3) Fail to report to work and fail to call in for three or more workdays in a row.

(b) Employees may be terminated for poor performance, misconduct, excessive absences, tardiness or other violations of the District's rules, or any of the reasons set forth in Section 7.2 and 7.3 of this manual. (c) The District may need to terminate employment because of reorganization, job elimination, economic downturns, or lack of work. Should the District decide such a termination is necessary the District will try to give as much advance notice as practical. However, this may not be

practical in all circumstances.

8.2 Separation Procedures

(a) When an employee leaves the District, they must return all supplies, keys and other District property. The employee will also be able to talk about their employment and/or departure with CFO. The employee will be asked to sign an exit form that states the employee has received their final paycheck and has returned all District property.

(b) The CFO will provide the employee with information regarding any conversion or continuation rights the employee may have with respect to insured benefits.

8.3 Benefits on Termination of Employment

On termination (including, but not limited to, the termination by reason of death or retirement), a regular full-time employee's pay shall be prorated for each day worked, and the termination salary check shall include accrued unused vacation pay.

8.4 Savings Clause.

If any section, sentence, clause or phrase of these policies shall be declared inoperative, unconstitutional, void or invalid, the validity of the remaining portions shall not be affected thereby. It is the intent of the Board in adopting these portions that it adopts each separate portion of these policies.

RECEIPT OF THIS ADMINISTRATIVE MANUAL

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

Date: _____

Signature of employee

Printed name of employee

NOTICE TO THE EMPLOYEE: The original of this form will go into your personnel file. A signed copy will be given to you for your own records.