

**MOJAVE**  
**AIR AND SPACE PORT**

**EMPLOYEE**  
**HANDBOOK**

December 2022

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## **CHAPTER 1. GENERAL**

### **1.1 Purpose and Scope**

Mojave Air & Space Port at Rutan Field (“District”) has become world renowned as the flight research center for aviation and commercial space flight, hosting the latest and most advanced aeronautical designs. Numerous companies engaged in light industrial to highly advanced aerospace design, flight test and research, to heavy rail industrial make Mojave a true economic engine 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 Board Policies. If any provision of this handbook is contrary to the Board Policy, the Board Policy is the governing and final authority on such matters. Finally, as a public employee your employment is held by statute, not contract, except as otherwise provided in a writing approved by the Board of Directors.

### **1.2 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.

### **1.3 Distribution**

This handbook and amendments shall be distributed to all District employees.

## **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. Except as otherwise specified by law, all employment with the District is at-will. This means either the District or the employee may terminate the employment relationship at any time for any reason.

### **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 Mojave Air & Space Port at Rutan Field.

*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, Director of Operations, Director of Administration, Director of Technology, Director of Planning, Director of Facilities and Director of Fuels.

*PEPRA* means California Public Employees' Pension Reform Act which applies to any employees hired after January 2013.

### **2.4 Positions Authorized**

The District may engage full 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) Employment is contingent upon successfully passing a background check. All applicants will be required to complete an authorization/release form enabling such an investigation. Failure to complete the authorization form will exclude the applicant from further consideration for the open position.
- c) All employees must pass their pre-employment drug screen.
- d) 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. Introductory periods may be extended for business reasons, because of permitted time off taken by the employee, or to further evaluate the employee.
- e) Employees who drive a District vehicle or personal vehicle in the course and scope of their employment must possess a valid Drivers' License and must remain insurable under the District's insurance policy. Employees will be requested to enroll in the Pull-Notice Program with the DMV. The District reserves the right to examine at any time the driving record of an employee whose job function requires him/her to drive 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.
- f) 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.

## **2.7 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 Director of Administration 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, order of an administrative agency, or as required by law;
  - 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. Regular rate of pay will be paid for work up to 40 hours in a week.
- c) Nonexempt workers must be paid overtime pay at a rate of not less than one and one-half times their regular rates of pay after 40 hours of work in a workweek.
- d) The District may consider approval of an alternate workweek schedule or flexible time for specific positions based on service levels and operational needs. Employees must obtain flexible time schedule approval by the General Manager. Alternate workweek schedules are based on business need, and are not an entitlement.
- e) .
- f) Part-time/temporary employees shall be paid at the rate of one and one-half (1.5) times the normal hourly rate for work more than forty (40) hours per week. Regardless of an assigned regular work schedule, the District has the right to require an employee to work any time before or after the regular workday or regular workweek including weekends, evenings, and/or holidays. Employees may be required to work overtime.
- g) Employees called into work outside of their regular shift shall be compensated for at least two (2) hours of work at the appropriate rate of pay and may be required to put in two (2) hours of work time for compensation.
  - 1)
- h) Overtime shall be approved in advance by the General Manager.
- i) A non-exempt employee may receive, in lieu of overtime compensation, compensating time off (CTO) at a rate of not less than one and one-half (1.5) hours for each hour of employment for which overtime compensation is required by law.
  - 1) The District will provide CTO under the following conditions:
    - (A) Pursuant to a written agreement entered into between the District and employee before the performance of the work in which the employee requests CTO in lieu of overtime compensation.
    - (B) The employee has not already accrued CTO in excess of forty-five (45) hours.



- (C) The employee is regularly scheduled to work no less than forty (40) hours in a workweek.
  - (D) An employee may not accrue more than forty-five (45) hours of CTO. Any employee who has accrued forty-five (45) hours of CTO shall, for any additional overtime hours of work, be paid overtime compensation.
  - (E) If compensation is paid to an employee for accrued CTO, the compensation shall be paid at the regular rate earned by the employee at the time the employee receives payment.
- 2) An employee who has accrued CTO authorized to be provided under subdivision (1) shall, upon termination of employment, be paid for the unused CTO at a rate of compensation not less than the average regular rate received by the employee during the last three (3) years of the employee's employment, or the final regular rate received by the employee, whichever is higher.
  - 3) An employee who has accrued CTO authorized to be provided under subdivision (i)(1) shall use that time by the end of the fiscal year in which it was earned. An employee who requests the use of CTO shall be permitted to use the time within a reasonable period after making the request if the use of the CTO does not unduly disrupt the operations of the District.
    - (A) Upon the request of an employee, the District shall pay overtime compensation in cash in lieu of CTO for any CTO that has accrued for at least two (2) pay periods if exigent circumstances exist and it is approved by the Board.
    - (B) For purposes of determining whether a request to use CTO has been granted within a reasonable period, the following factors shall be considered:
      - (i) The normal schedule of work.
      - (ii) Anticipated peak workloads based on past experience.
      - (iii) Emergency requirements for staff and services.
      - (iv) The availability of qualified substitute staff.
  - 4) This section shall not apply to any employee exempt from the overtime provisions of applicable law.

### **3.2 Pay Periods and Pay Days**

- a) Wages shall be paid on a bi-weekly schedule every other Friday. Paychecks will include regular and overtime pay for all time worked during the previous pay period that have been included in their timecard.
- b) Workweek begins at 12:00 a.m. on Monday and ends seven consecutive days later on Sunday at 11:59 p.m.
- c) If an employee's vacation falls on a payday, the employee's check will be mailed unless prior arrangements have been made.

### **3.3 Rest and Meal Breaks**

a) Rest Breaks. The District encourages employees to take the following rest breaks: (i) An employee working at least three-and-a-half (3.5) hours or more may take a paid ten (10) minute break, and (ii) An employee working seven (7) hours or more may take two (2) paid ten (10) minute breaks. The District does not pay for rest breaks that are longer than ten minutes, and the employee is required to note on their time card all breaks longer than ten minutes.

b) Meal Breaks. An employee working five hours or more must take a thirty minute meal break. Meal breaks are unpaid, and an employee must clock out when leaving for break and clock in when returning to work. If an employee is required by a supervisor to work during a meal break, the employee will be compensated at their regular hourly rate. Tower and Security personnel are considered mission essential and are compensated during the thirty minute meal break.

c) The District will provide reasonable lactation accommodation for employees who wish to express breast milk for their infant when they return to work. Employees may use their paid rest break times to express milk. If additional time is needed, it may be unpaid. The District will work with an employee to provide a private place to express milk.

### **3.4 Work Schedule**

The District establishes work hours consistent with its operating requirements and responsibilities. Work shifts, days, hours and periods can be established and modified by the District within limits prescribed by law, based on operating conditions and requirements. Employees may not change their own regular work schedule without approval. . Employees are required to be at their assigned work locations at their designated starting time, in appropriate work attire, ready to work. . The particular schedule of each employee may vary, according to their position/department. If an employee requests a change in their work schedule, the District will consider the request and may

make the change. Tower and Security personnel shifts are set to meet mission requirements.

### **3.5 Payroll Deductions**

- a) Federal and state laws require the District withhold taxes from an employee's wages, including federal and state payroll taxes, Medicare, and California State Disability Insurance (SDI). Part-Time employees will have FICA taken from their payroll.
- b) An employee must inform the Director of Administration of a change in the number of the exemptions or marital status for federal or state tax withholding purposes.
- c) The District will comply with wage garnishment orders. A garnishment will reduce an employee's take-home pay.
- d) Full-Time PEPRA employees will be required to have the PERS payroll deduction.
- e) If an employee's medical insurance premium exceeds the District's contribution the difference will be deducted from employee's check.

### **3.6 Timekeeping**

- a) Time cards are prepared electronically for each pay period by the employee or manager/supervisor, and are to be approved after the close of the pay period by the employee and manager/supervisor. It is important for employees to keep accurate time cards and submit when they are due. A time card is a legal document and must not be tampered with. 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 Director of Administration if a payroll check does not reflect time worked during the pay period.

### **3.7 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 pre-approved 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 an 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 government or coach rate, if available. Taxi/Uber/Lyft 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 travel, the employee will receive the Standard Meals & Incidentals Rate published by U.S. General Services Administration for the days they are on travel for District business.
- 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.

### **3.8 Holidays**

- a) All regularly scheduled full-time employees will receive a normal day's pay at their normal rate for the following holidays:
  - New Year's Day (January 1<sup>st</sup>);
  - Memorial Day (The last Monday in May);
  - Independence Day (July 4<sup>th</sup>);
  - Labor Day (The first Monday in September);
  - Thanksgiving Day and the following Friday;
  - Christmas Eve (December 24<sup>th</sup>)
  - Christmas Day (December 25<sup>th</sup>); and
  - New Years Eve (December 31<sup>st</sup>)
  - Three (3) Floating Holidays.Floating holidays will expire on December 31<sup>st</sup> without pay and hours will be added on January 1<sup>st</sup> for new and existing employees.
- 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 compensation for each holiday if the employee does not work. Regular full-time employees authorized to work on a holiday shall be paid holiday and hours worked at regular rate of pay.
- 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 be compensated at the regular rate, unless the employee works overtime.

## **CHAPTER 4. BENEFITS**

### **4.1 Eligibility for Benefits**

The District provides the following employee benefits when the conditions have been met.

### **4.2 Vacation Pay**

- a) Regular, full-time employees will accrue one (1) workweek of paid vacation during their first year of employment, which may be used as it is accrued. (1.54 hours per pay period). After the first year of service, regular, full-time employees shall earn two (2) workweeks of paid vacation (3.08 hours per pay period). After four (4) years of service, regular, full-time employees shall earn three (3) workweeks of paid vacation (4.62 hours per pay period). After completion of fourteen (14) years of service, regular, full-time employees shall earn four (4) workweeks of paid vacation (6.15 hours per pay period). Vacation benefits do not accrue when a full-time employee is on leave for any reason other than vacation or a District holiday.
- b) The scheduling of an employee's vacation is based on the District's operational needs and the requests for vacation and leaves of absence of other employees. All vacation requests must be approved in advance by a member of the executive staff.
- c) If accrued vacation time is not used by the end of the calendar year, employees may carry over unused vacation hours, but total vacation hours may not exceed two hundred and forty (240) hours. Employees who have reached 200 hours are permitted to cash-out up to two weeks of vacation hours in one week increments within a fiscal year by completing the request form. Employees who have an exigent circumstance can request a cash out of unused vacation with approval from the CEO/General Manager.

- d) An employee may not take a paid vacation before accruing paid vacation time. If an employee takes a vacation but does not have accrued vacation time, the employee will not be compensated for the time off. If an employee takes more vacation time than is 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.
- 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) Persons employed full-time by the District for at least thirty (30) days in a Twelve (12) Month Period are eligible for sick leave as follows: sick leave shall accrue at the rate of 1.54 hours of paid leave for each pay period up to a maximum of One Hundred and Sixty (160) hours. Upon retirement, full-time employees with at least five (5) years but less than ten (10) years of service shall be paid for fifty percent (50%) of accumulated unused sick leave, and full-time employees with ten (10) or more years of service shall be paid for one hundred percent (100%) of accumulated unused sick leave, paid at the employee's salary rate at the time of retirement. Except as expressly provided in this section 4.3(a), unused sick leave is not compensable at termination of the employment with the District.
- b) Sick benefits are not earned when an employee is on a leave of absence or suspended.
- c) Persons employed part-time, temporary, and per diem (collectively, "Part Time") by the District for at least thirty (30) days in a twelve (12) month period are eligible for three (3) days or twenty-four (24) hours of sick leave as follows: paid sick leave shall accrue at the rate of one (1) hour for every thirty (30) hours worked. Part-time employees may carry over six (6) days or forty-eight (48) hours of sick leave but may not use more than three (3) days or twenty-four (24) hours in a twelve (12) month period regardless of the amount carried over. Unused sick leave will not be paid out at the termination of a Part-time employee's employment with District.
- d) "Twelve (12) month period" means: (1) July 1 to June 30 for those persons employed by the District on July 1, 2015, or (2) the twelve (12) month period from their date of hire for those hired after July 1, 2015. If an employee's employment with the District is terminated

and that employee returns to work for the District within twelve (12) months of the termination, that employee's sick leave shall be restored as it was at termination.

- e) Sick leave may be taken ninety (90) days after commencement of employment by the District or thirty (30) days of actual work, whichever is later. Sick leave may be used for preventive care or care of an existing health condition of an employee or the employee's spouse, domestic registered partner, child, parent, grandparent, grandchild, or sibling. Sick leave may also be used by employees who are the victim of domestic violence, sexual assault, stalking. Full-time employees may use sick leave for bereavement leave, but not to exceed five (5) days in a twelve (12) month period.
- f) Employees may use paid sick leave upon oral or written request. If the need is foreseeable the employee must give the District reasonable advance notice, but where the need is unforeseeable an employee must give notice as soon as practicable.
- g) 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 coordinated with sick pay.
- h) The Director of Administration may request a doctor's certification for sick leave for all injuries/illnesses event that exceed three working days.
- i) 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 work early. Employees who anticipate problems with transportation are encouraged to exercise personal judgment concerning road safety in their areas.
- j) 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 one thousand, two hundred and fifty (1,250) hours in the twelve (12) month period before the date the employee would like to begin leave, the employee may have a right to an unpaid family care of medical leave. This leave may be up to twelve (12) weeks in a twelve (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 thirty (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 (2) weeks, and the employee must conclude the leave within one (1) year of such event. Taking CFRA leave may impact certain benefits and seniority.

- k) If an employee has worked for the District for at least one (1) year and for one thousand, two hundred and fifty (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 thirty (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 Director of Administration.
- l) The District offers a Catastrophic Sick Leave-Donation Program to give employees a chance to support their co-workers who are facing a major health crisis, whether their own or that of a family member, as well as a death in the employee's immediate family. The program allows employees to provide assistance in the form of donated sick time. An employee shall be faced with or have incurred either a catastrophic illness or injury in order to be eligible for this program. The CEO/General Manager shall determine individual eligibility status. "Catastrophic" means: the employee is unable to perform the duties of their position because of a serious illness or accident or will require a lengthy recovery;



there is a serious illness or accident which will require a lengthy recovery in the employee's immediate family; or there is a death in the employee's immediate family. The hours donated will be converted based on the monetary value of the sick leave donated.

**4.4 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. Employees hired prior to prior to January 1, 2013, are considered classic members for Miscellaneous and Safety. Employees hired after January 1, 2013, will receive retirement benefits calculated under the PEPRRA 2013, The California Public Employees' Pension Reform Act of 2013, unless they have already been classified by CalPERS as a classic member. CalPERS determines the employee's classification based on individual circumstances if they are a previous CalPERS member.
- b) Employees hired prior to October 1, 2017, that reach retirement age and 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. Employees hired after October 1, 2017 will be eligible for health benefits based on the resolution with CalPERS vesting schedule.

Based on their years of PERS service with the District, annuitants would be eligible to receive a percentage of the 100/90 formula amounts from the employer as follows:

Credited Years of PERS Service (5 of which must be performed at your agency)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

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.

#### **4.5 Health, Dental and Optical Plan**

- a) Permanent, full-time officers and employees, including active 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 will pay up to the following amounts monthly for the cost of group health plan membership:
- (1) \$838.00 for an employee only;
  - (2) \$1,591.00 for an employee with one dependent; and
  - (3) \$2,041.00 for an employee with more than one dependent.

The District shall reimburse each employee for the deductible portion of the employee's group health plan, not to exceed \$500.00 per individual or family group per year. The employee shall present written proof satisfactory to the General Manager 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, optical, and audiology plan reimbursement after the 6 month probationary period at the start of their employment. The employee or director shall be reimbursed up to \$1,500.00 per fiscal year for dental and or optical expenses incurred by the employee, director, and each eligible dependent. Unused annual allowance may be rolled over for two years for employee, director, and each eligible dependent. The unused annual allowance must be used by the individual who rolled over the balance. The maximum balance for a family is \$10,000..
- c) As used herein, the term "dependent" refers to an officer's or an employee's spouse and dependent unmarried children up to the age specified by federal or state law (currently, twenty-six (26) years old, dependents as defined by law for full-time students, and dependent children regardless of age who are physically or mentally incapacitated.

#### **4.6 Life Insurance**

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

**4.7 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.

**4.8 Workmen's Compensation Insurance**

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

**4.9 Tuition Assistance Program**

- a) The District has a tuition assistance program to encourage employees to plan and direct their career and personal development, and increase their skill base for work with the District. The tuition assistance program provides financial aid and paid leave for educational courses and programs in accordance with the following procedures.
- b) All full-time employees with six (6) months or more of service with the District are eligible to participate in the tuition assistance program.
- c) Acceptable Courses and Programs:
  - 1) Basic reading, writing, English language, and arithmetic courses;
  - 2) Courses or programs to maintain or improve skills required in the employee's current job, or next higher-level job to which the employee aspires;
  - 3) Courses or programs relevant to or required for a skill, license, certification, or degree appropriate to the individual's career development and the District's need for the particular craft;
  - 4) Specific degree programs, including GED, Associate, Bachelors, and graduate degrees in all areas relevant to the District's operations; and
  - 5) Test preparation classes for promotional examinations within the District.
- d) Acceptable Educational Institutions include accredited postsecondary institutions, certified correspondence schools and other institutions, organizations, or individuals approved by the District.
- e) The District may pay 100% of tuition costs (including Registration, books and laboratory fees) for acceptable course(s) or program(s) up to the maximum of Ten Thousand dollars (\$10,000), in the District's sole discretion, per eligible employee in any calendar year. The \$10,000 maximum benefit is available to employees who wish to further their education

within their current work field at the District. If employees wish to pursue education not related to their current work field at the District, the maximum benefit is \$5,000. Tuition payments will be made directly to the educational institution or reimbursed to the employee upon completion of the course or program.

- f) Employee is required to bring in proof of the final grade of the course or program taken. If the employee does not show proof of the final grade within 60 days of completion of course, he or she will be required to reimburse the District, either by personal check or by payroll deduction, in full all funds paid by District.
- g) Employee will be required to have a grade of “B” or above for undergraduate and graduate degree programs, and a passing grade (e.g. “D” or higher) for all other courses. If employee does not achieve the required grade, he or she will be required to reimburse the District in full for funds paid by District.
- h) Employees receive regular wages and benefits when participating in any of the two (2) following leave arrangements:
  - 1) Personal time off: employees may rearrange their regular working hours to schedule a course or programs;
  - 2) Short-term leave: employee may request up to five (5) days leave per year to complete a specific educational activity during working hours.
- i) Procedure for Applying for Financial Assistance:
  - 1) The employee completes a payment request form available from Administration.
  - 2) The form is submitted to the employee’s immediate supervisor who reviews and forwards it to the General Manger with a recommendation.
  - 3) The General Manger reviews, recommends, and forwards the request to Administration.
  - 4) If either the supervisor or General Manager disapproves the request, or the course or institution are unacceptable, Administration will meet with employee, to work out an alternative course of study.
  - 5) If approved by both the supervisor and General Manager, Administration confirms course(s) and institution eligibility.
  - 6) Upon completion of an academic term, the employee shall submit his or her academic transcript to Administration who will confirm compliance with this

policy and forward the request to the accounting department to submit payment to the institution or reimbursement to the employee.

j) Procedures for Applying for Educational Leave:

- 1) Personal time off: the employee arranges with his or her immediate supervisor a modified work schedule.
- 2) Short-term leave requests must be approved by supervisor and General Manager.

#### **4.10 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 about and to comment on 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 their supervisor 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 (2) 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 eighty-eight (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 an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee 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 employee 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. EMPLOYEE CONDUCT AND DISCIPLINE**

## **7.1 General**

- a) Work rules are necessary to good management, employee safety, effective work, and fairness. Listed herein 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 that is 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.

- c) If an employee is discharged the employee may follow the Skelly process. An employee who has been discharged, reduced in rank, or suspended for longer than ten working days, may appeal the action to the Board by notifying the General Manager and the Board within fifteen day after receipt of the notice. Upon receipt of an appeal from an employee, the Board shall set a date for hearing. The Board may sit en banc or assign the matter to one or more directors to hear and decide the appeal. The Board, or the hearing officer, may compel the attendance of witnesses to testify under oath. The Skelly process procedure in Board Policy 300 is the employee's sole recourse for an appeal of disciplinary action.

## **7.2 Violations for Which an Employee May Be Discharged or 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) 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 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;
- k) Failure to follow District procedures for maintaining the confidentiality of the District's proprietary information or confidential customer information.
- l) Any violation for which an employee may be disciplined may, in appropriate cases, result in discharge.
- m) Unsatisfactory job performance;
- n) Not following an established safety rule;
- o) Tardiness or excessive absence from work or work area, including taking too long for lunch and break periods;
- p) Leaving the District's premises or the employee's job during working hours without notifying the employee's supervisor and obtaining permission;
- q) Horseplay or any other action that is dangerous to others, or to District property, or that disrupts work;
- r) Smoking in areas where "No Smoking" signs are posted;
- s) Working unauthorized overtime or failing to submit time records or overtime records;
- t) Use of abusive or vulgar language;
- u) Carelessness or negligence in doing their job;
- v) Using District equipment without permission;
- w) Possessing or removing District or employee property, food, or other items without permission;
- x) Sleeping while on duty;
- y) Abuse of sick leave;
- z) Inappropriate appearance or grooming;
- aa) Failure to notify a supervisor when unable to report to work, or unreported absences of three (3) consecutive scheduled workdays;
- bb) Discrimination, harassment, or retaliation, or failure to investigate discrimination or harassment, or violation of any other District, state, or federal workplace laws.
- cc) No soliciting or conducting non District business on the clock

### **7.3 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 dress, safety, and security.

### **7.4 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 is essential. If an employee sees an unsafe condition, the employee must report it to their supervisor or a member of the Executive Staff. The employee must 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 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.
- e) District employees may be exposed to confidential customer information, such as test and operations schedules and other proprietary information. It is the employee's responsibility to keep such information confidential and discuss only with other employees known to have access to the information.

### **7.5 Electronic Communications**

- a) District Property: As a productivity enhancement tool, District provides and encourages the business use of electronic communications (including but not limited to voice mail, electronic mail, instant messaging, text and SMS messages, and fax). Electronic communications systems, owned by District, and all messages generated on or handled by these electronic communications systems, including back-up copies, are the property of District. Any attempt to violate, circumvent

and/or ignore these policies could result in disciplinary action, up to and including termination. In addition, electronic communications made in the course of employment are subject to the California Public Records Act.

b) **Authorized Usage:** District's electronic communications systems must be used solely to facilitate the business of the District. 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. Employees are forbidden from using District electronic communication systems for private business activities, personal, or amusement/entertainment purposes. Employees are reminded that the use of District resources, including electronic communications, should never create either the appearance or the reality of inappropriate use. Inappropriate use may result in loss of access privileges and disciplinary action, up to and including termination.

c) **Proper Usage:** Employees are strictly prohibited from using District computers, e-mail systems, and Internet access accounts for personal reasons or for any improper purpose. Some specific examples of prohibited uses include, but are not limited to:

- Transmitting, retrieving, downloading, or storing messages or images that are offensive, derogatory, off-color, sexual in content, or otherwise inappropriate in a business environment.
- Making threatening or harassing statements to another employee, or to a vendor, customer, or other outside party.
- Transmitting, retrieving, downloading, or storing messages or images relating to race, religion, color, sex, national origin, citizenship status, age, handicap, disability, sexual orientation, or any other status protected under federal, state, and local laws.
- Communicating confidential District information to individuals inside or outside the District or to other organizations, without specific authorization from management to do so.
- Sending or receiving confidential or copyrighted materials without prior authorization.
- Soliciting personal business opportunities, or personal advertising.
- Gambling, monitoring sports scores for monetary gain, or playing electronic games.

d) **User Passwords:** Regardless of the circumstances, individual passwords must never be shared or revealed to anyone else besides the authorized user and issuer.

- e) **User Identity:** Misrepresenting, obscuring, suppressing, or replacing a user's identity on an electronic communications system is forbidden. The username, electronic mail address, organizational affiliation, and related information included with electronic messages or postings must reflect the actual originator of the messages or postings.
- f) **No Expectation of Privacy:** District may monitor and collect data about electronic communications and Internet use. Employees should expect that all information created, transmitted, downloaded, received, or stored on District computers, or other electronic devices may be accessed by the District at any time, without prior notice. Employees should not assume that they have an expectation of privacy or confidentiality in such messages or information (whether or not such messages or information is password protected), or that deleted messages are necessarily removed from the system.
- g) **Regular Message Monitoring:** Contents of electronic communications may be monitored, and the usage of electronic communications systems will be monitored to support operational, maintenance, auditing, security, and investigative activities. The District reserves the right to disclose any electronic messages to law enforcement officials without prior notice to any employees who may have sent or received such messages. Employees should structure their electronic communications in recognition of the fact that District will, from time to time, examine the content of electronic communications.  
  
Employees are reminded that all messages are District records. Therefore, District reserves the right to access and disclose all messages sent over its electronic messaging systems or stored on its computers and electronic devices.
- h) **Contents of Messages:** Workers must not use profanity, obscenities, or derogatory remarks in electronic messages. Such remarks—even when made in jest—may create legal issues. Special caution is warranted because backup and archival copies of electronic mail may actually be more permanent and more readily accessed than traditional paper communications. Therefore, transmission of obscene, harassing or otherwise inappropriate messages is strictly prohibited.
- i) **Message Forwarding:** Recognizing that some information is intended for specific individuals and may not be appropriate for general distribution, electronic communications users should exercise caution when forwarding messages. District's sensitive information must not be forwarded to any party outside District without the prior approval of a local Department Manager. Blanket forwarding of messages to parties outside District is prohibited unless the prior permission of the

CEO/General Manager has been obtained.

- j) Handling Information About Cyber Security: Employees must promptly report all information security alerts, warnings, suspected vulnerabilities, and the like to the Director of Technology. Employees are prohibited from utilizing District systems to forward such information to others, whether internal or external to District without prior authorization from the Director of Technology.
- k) Public Representations: No media release or advertisement, Internet posting, electronic bulletin board posting, electronic mail message, voice mail message, or any other public representation about District may be issued unless it has first been approved by the CEO/General Manager prior to usage.
- l) User Backup: If an electronic mail message contains information relevant to the completion of a business transaction, contains potentially important reference information, or has value as evidence of a District management decision, it should be retained for future reference. Most electronic mail messages will not fall into these categories, and accordingly can be erased after receipt. Electronic mail systems are not intended for the archival storage of important information, as stored electronic mail messages can be periodically expunged by systems administrators, mistakenly erased by users, and otherwise lost when system problems occur.
- m) Archival Storage: All official District electronic mail messages, including those containing a formal management approval, authorization, delegation, or handing over of responsibility, or similar transaction, must be archived/copied to individual user archive files within the Outlook e-mail facility or Laserfiche.
- n) Purging Electronic Messages: Messages no longer needed for business purposes must be periodically purged by Employees from their electronic message storage areas (including Outlook's out boxes, in- boxes, and file folders). It is recommended that after seven (7) days e-mail which has been sent to "Trash" will automatically be purged. Not only will this increase scarce storage space, it will also simplify records management and related activities. For Voice Mail, messages are saved for 30 days then purged. Undeliverable messages are automatically deleted.
- o) Harassing or Offensive Materials: Sexually explicit words and images, ethnic slurs, racial epithets, religious or political statements or anything else that may be construed as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age,

religious beliefs, or political beliefs may not be displayed or transmitted. Unwanted telephone calls, electronic mail, and internal mail are strictly prohibited and are cause for disciplinary action including termination. Employees are encouraged to immediately report any offensive electronic mail messages, telephone calls, and/or other communication to their manager and the Human Resources Department.

## **7.6 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 supervisor/Director of Administration as quickly as possible, no matter how minor, and even if the employee does not need medical treatment. The supervisor will make a report of the injury as soon as possible after the injury happens and provide a copy to the Director of Administration. Claims for workers' compensation benefits should be made to the Director of Administration.

## **7.7 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.

## **7.8 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. As a federal contractor and recipient of federal funds, the District complies with federal law regarding the use of marijuana. The use of marijuana, including for medicinal purposes, is strictly prohibited while on the job.

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 substance 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 an 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 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.

Violation of this policy may result in the following, depending on the severity of the violation:

- a) 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 may 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.
- b) 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);
- 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:
  - Alcohol and drug abuse recognition, symptoms and effects.
  - Methods of identifying and helping employees who might be suffering from personal problems that could signal possible alcohol or drug problems.

- 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:

- 1) a vehicle must be transported away from the site of the accident; or
- 2) a vehicle cannot depart from the site in its usual manner without some repair and/or maintenance; or
- 3) 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
- 4) 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

## **7.9 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 Security Department. Employees that are provided uniforms and laundry service are expected to come to work in the provided uniforms.. . 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 the District on or before December 31, 2012, or who are defined as CalPERS Classic Members.
- c) Employees required to wear safety or uniform boots shall be reimbursed for the actual cost of acquiring the boots in an amount not to exceed \$250.00 per fiscal year. The reimbursement is for one pair in a 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.

## **7.10 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 employment, the employee must return all keys, documents, manuals and correspondence belonging to the District.

## **7.11 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.

## **7.12 Retaliation**

Retaliation is prohibited under state and federal law. 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) Resigns from the District;
  - 2) Does not return from an approved leave of absence on the dated specified by the District; or
  - 3) Fails to report to work and fail to call in for three (3) 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 this manual.
- c) Employment with the District is at will and may be terminated for no or any reason, including 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 Director of Administration. 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 Director of Administration 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 EMPLOYEE HANDBOOK**

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.