

**North Marin Water District**

**EMPLOYEE  
HANDBOOK**



**February 2014**

## **DISCLAIMER**

The policies in this Handbook apply to all District employees. To the extent this handbook summarizes benefits or benefit plans offered by the District, employees are reminded that the descriptions in this handbook are summaries only. Employees should review the plan documents regarding these benefits, which control eligibility for and the nature of the benefits provided. Copies of these documents can be obtained from the Auditor-Controller or the Human Resources (HR) Supervisor.

If a policy exists in the Employee Association Memorandum of Understanding (MOU) and in this Handbook and there is a change in the policy in the Handbook, the MOU prevails.

This handbook does not create a contract, express or implied. The handbook does not guarantee employment for any definite period of time. Any employment relationship with the District (unless otherwise defined by applicable law and/or any memorandum of understanding that may govern employment) is "at will," which means that employees may resign at any time and the District may discharge employees at any time with or without cause, and with or without advance notice. It is further understood that this "at will" employment relationship may not be changed by any agreement or by conduct unless such change is specifically acknowledged in writing by an authorized executive of the District.

No employee handbook can anticipate every circumstance or question about personnel policy. Because this handbook is not a contract of employment, it does not limit, constrain or in any way control the District's right to address employment situations as they arise. The District will address said circumstances or questions not addressed herein as it becomes aware of them.

This handbook supersedes any previous handbook and can only be changed in writing by the General Manager of the District.

**NORTH MARIN WATER DISTRICT**

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[www.nmwd.com](http://www.nmwd.com)

BOARD OF DIRECTORS

JOHN BAKER  
RICK FRAITES  
STEPHEN PETTERLE  
MICHAEL JOLY  
KEN EICHSTAEDT

OFFICERS

**ANTHONY WILLIAMS**  
General Manager  
**EILEEN MULLINER (BLUE)**  
District Secretary  
**JULIE BLUE**  
Auditor-Controller  
**ERIC MILLER**  
Chief Engineer

DEPARTMENTS

**JULIE BLUE**  
Administration  
**[OPEN]**  
Construction/Maintenance  
**ERIC MILLER**  
Engineering  
ROBERT CLARK  
Operations/Maintenance

CONSULTANTS

BOLD, POLISNER, MADDOW, NELSON and JUDSON  
Legal Counsel  
**BOUCHER LAW**  
Labor Relations Counsel  
CHARLES Z. FEDAK & COMPANY  
Outside Auditor  
~~D.B. CLAIMS SERVICES GROUP~~  
Risk Management

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## **THE DISTRICT**

The North Marin Water District (NMWD) was formed in 1948 under County Water District Law to furnish an adequate water supply for the residents of the Northern Marin County area and is a growing and progressive utility. The District also furnishes recycled water to large irrigation customers in Novato. The District offices are located in the City of Novato, County of Marin, about 30 miles north of San Francisco. The community enjoys a pleasant climate and combines the advantages of suburban living with a close proximity to the metropolitan Bay Area. The area of the District is approximately 100 square miles, including areas in West Marin and Southern Sonoma counties, with an estimated population of 61,000 currently being served. The District also provides sewage collection and disposal services in the West Marin village of Oceana Marin. District administration is headed by the General Manager, who serves at the pleasure of a five-person Board of Directors, who are in turn elected by popular vote for staggered four-year terms.

## **MISSION STATEMENT**

“Our mission is to meet the expectations of our customers in providing potable and recycled water and sewer services that are reliable, high-quality, environmentally responsible, and reasonably priced.”

## **VISION STATEMENT**

“We strive to optimize the value of services we provide to our customers and continually seek new ways to enhance efficiency and promote worker and customer engagement and satisfaction.”

## **SALARY RANGES AND STEP INCREASES**

The District has a 5-step salary range for each regular position. Typically, newly hired employees will be placed at the first step of the pay range of the position for which they are hired. If the individual possesses extraordinary qualifications for the position through former training and/or experience, employment may be authorized at a higher salary step.

Generally, advancement to the next salary step will be on the following schedule:

Beginning step (probationary) - At employment

Step 2 - After 6 months and successful completion of probationary period

Step 3 - After 18 months from date of hire

Step 4 - After 24 months from date of hire

Step 5 After 48 months from date of hire (see specific criteria in Merit Pay Policy)

**No increase in salary shall be automatic merely upon completion of a specified period of service.** All increases shall be based on merit as established by record of the employee's performance and shall require recommendation of the Department Head and approval of the District's General Manager. The General Manager may defer a step increase for unsatisfactory performance, as well as for other business needs, such as District organizational, financial or budgetary concerns, subject to any obligation to meet and confer with the Employee Association.

### **Full-time and Part-time Regular Employees**

Full-time employees are scheduled and expected to work a 40-hour week. Employees on an approved 9/80 or 4/10 alternative work schedule are normally scheduled and expected to work 80 hours over a two-week period. Part-time employees are normally scheduled to work 20 or more hours per week, but less than 40.

### **Temporary Employees**

Temporary (including seasonal or intern) employees work less than 1,000 hours per year, are paid on an hourly basis, and do not receive benefits. Temporary employment is usually for a limited period of time that typically is not expected to exceed one year. The hourly wage is determined by the General Manager.

### **Disaster Services Workers**

Per California Government Code, Title 1, Division 4, Chapter 8, Section 3100, "all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law.



### **Work in Higher Class**

A regular employee who is assigned by the District to work in a higher classification for a period of more than 160 consecutive hours (one work month) shall, after working 40 consecutive hours in the higher classification, receive a differential of a 5% increase over their base hourly rate or the lowest step of the higher classification, whichever is greater, but in no event more than the top step of the higher classification.

### **Longevity Bonus**

Employees receive a one-time bonus payment of \$500 at 25 years of service, and \$1,000 at 30 years of service.

## **MERIT PAY AWARD POLICY**

### **Policy**

It is the policy of the District to reward regular employees whose work is exemplary, whose quantity and quality of work are exceptional, whose efforts are recognized as outstanding, and whose work habits and attitudes reflect favorably on their work and on the District.

### **Eligibility**

Each regular employee who has completed four years of employment with the District and has completed at least two years employment at salary step 4 in his/her current job category shall, subject to the provisions hereof, be eligible for consideration for all or part of the Merit Pay Award.

### **Consideration and Recommendation**

Each Department Head shall evaluate the performance of each eligible employee in his/her department based on the Merit Pay Performance Evaluation for each such employee prepared by the employee's supervisor. Performance Evaluation forms with the Supervisor's and/or Department Head's recommendation shall be forwarded to the General Manager for review and determination. The General Manager has the discretion to decide whether to grant the Merit Pay Award as well as the amount of any Merit Pay Award, taking into consideration the recommendations of the Supervisor and/or Department Head.

### **Continuation of Merit Pay Award**

Each Merit Pay Award previously granted shall be reviewed by the Supervisor annually, and if, in his/her opinion, continuation of the Merit Pay Award is no longer justified, his/her recommendation for decrease or discontinuance of the Merit Pay Award shall be included in a completed Merit Pay Performance Evaluation, which shall be reviewed by the Department Head and forwarded to the General Manager for review and determination.

### **Decrease or Discontinuance of Merit Pay Award**

A Merit Pay Award may be continued only while an employee's service remains exceptional. Decrease or discontinuance may be ordered by the General Manager at any time. A Merit Pay Award which has been decreased or discontinued may be reinstated or restored up to the original amount through the usual recommendation, review and approval process, but an employee shall not normally be eligible for consideration for reinstatement up to the original amount until one year after the date of decrease or discontinuance.

## **Disposition of Merit Pay Evaluation**

The original Merit Pay Performance Evaluation shall be filed in the employee's personnel file with a notation thereon of the action taken. District decisions regarding Merit Pay Awards including, but not limited to, whether an employee's performance warrants a Merit Pay Award, may not be appealed or grieved.

## **WORK HOURS**

### **Regular Work Schedules**

Regular full-time employees shall typically work forty hours each week. Unless otherwise determined by the District's General Manager, the work schedules are typically as follows:

District Office	Monday through Friday 8:00 a.m. through 5:00 p.m. One-hour unpaid lunch
Field Construction Maintenance and Operations Crews	Monday through Friday 7:00 a.m. through 3:30 p.m. One-half hour unpaid lunch
	At the discretion of the District, Field Crews may be assigned to report directly to a field location to begin their workday.
Treatment Plant Operators	Specific start and stop times of shifts vary seasonally and are determined by the Distribution and Treatment Plant Supervisor based upon the needs of the District.

Various factors, such as workloads, operational needs, and staffing needs, may require variations to an employee's normal hours, the employee's starting and quitting times, and total hours worked each day or each week. In addition, employees may be assigned to work overtime or hours other than those normally scheduled when necessary.

### **Alternate/Flexible Work Schedules**

An individual employees or group of employees' requests (i.e. crew) for an alternate/flexible work schedule (e.g. 9/80, 4/10, flexible start/end times) shall be considered on an individual or departmental basis and may be approved at the District's sole discretion, provided there is no adverse effect on District operations as determined by the employee's Department Head and the General Manager. A 9/80 schedule alternates one week with four 9-hour days (36 hours) and one week with four 9-hour days and one 8-hour day (44 hours). It is understood that any such alternate/flexible work schedule and the continuation of any such alternative/flexibe work schedule are at the sole discretion of the District. Alternate/flexible work schedules may be revoked by the District upon ten (10) working days notice to the employee or group of employees affected by the revocation.

To apply for an Alternate/Flexible Work Schedule use the form at <t:\hr\forms\alternateflexible schedule application form.doc>.

(STAFF POLICY NUMBER: 29)

### **Work Breaks**

Employees working a minimum 8-hour workday are entitled to two 15-minute breaks per workday, one in the morning and one in the afternoon. Employees working more than four hours, but less than eight-hour days, are entitled to a one 15-minute work break. Work breaks should be taken as scheduled and cannot be accumulated, paid for, or used to offset early departure, to extend a lunch period, or other such use.

Employees are also entitled to a 15-minute work break when working more than four consecutive hours of overtime.

Non-exempt employees (except Treatment Plant Operators when operating the plant) must take a minimum half-hour unpaid lunch break when working more than six hours in a day.

## **APPEARANCE AND DRESS**

To present a business-like, professional image to our customers and the public, all employees are required to wear appropriate clothing on the job. By necessity, the dress standards for the business office are somewhat different than for jobsites.

- For the business office, casual to business-style dress is appropriate. Employees should be neatly groomed and clothes should be clean and in good repair. Leisure clothes such as shorts, spaghetti straps, sundresses and/or bare-midriff tops are not acceptable attire for the business office. Footwear should be chosen with safety in mind for walking around the office and corporate yard, warehouse and parking lot. The District will provide Field Service Representatives (FSR's) with caps, shirts and jackets bearing the District's logo, which FSR's are expected to wear to identify them as District employees. (See also Uniform Purchases Guidelines.) FSR's may wear shorts to the knee, and are also required to wear steel-toed boots per the Safety Boot Policy.
- For jobsites (Construction, Maintenance, Engineering and Lab) and the treatment plant, employees are expected to wear work clothes appropriate for work to be done. Employees should be sensitive to the location and context of their work and should be ready to adjust their dress if the circumstances so warrant. Employees at a jobsite must wear clothing that protects their safety and wear clothing in such a way as to be safe (e.g., shirts tucked in when working around machinery). The District will provide employees in certain job classification with shirts and jackets, which employees are expected to wear on the jobsite, in accordance with the Uniform Purchases Guidelines and Safety Boot Policy.

## **UNIFORM PURCHASES GUIDELINES**

District uniform purchases are made semi-annually on or about July 1 and January 1 of each year to obtain quantity discounts and reduce shipping costs. Department Heads authorize uniform purchase requests and maintain consistency with the guidelines below.

1. Field Service Representatives shall be required to wear an assigned uniform shirt and cap provided by the District which clearly identifies the individual as a District employee.
2. Other field personnel may be assigned uniform shirts by their department head for safety or identification purposes, and, upon assignment are expected to be worn.
3. Field personnel may be assigned jackets and rain gear including rain boots for work in inclement weather.
4. Styles and colors are limited to work, polo or T-shirt, in navy or orange.
5. Treatment Plant Operators, Electrical Mechanical Technicians, Cross Connection Control Technician and Mechanic are assigned work coveralls.
6. Laboratory personnel are assigned laboratory coats.
7. All embroidery shall be kept to a minimum.
8. Safety equipment provided by the District shall be worn by all employees when required by the particular work circumstances.

(STAFF POLICY NUMBER: 23)

## **SAFETY BOOT POLICY**

Personnel in job classifications where there is significant exposure to foot injury are required to wear safety boots. These job classifications are:

Cross Connection Control Technician	Maintenance Foreman/Supervisor
Electrical/Mechanical Technician	Pipeline Foreman
Heavy Equipment Operator	Pipeworker
Laborer	Safety Coordinator/Storekeeper
Treatment Plant Operator	Field Service Representative
Grounds/Building Maintenance Assistant	Others as designated by Department Head

On a strictly as-needed basis, as defined below, the District will reimburse employees in classifications noted above for safety boots purchased by the employee. Purchase of safety boots by employees in these positions is reimbursed up to a limit of \$200 per year. Reimbursement payment will be made when worn-out or otherwise damaged boots are turned into the Construction Superintendent, and the employee provides a receipt demonstrating proof of purchase of new safety boots including the price. Boots purchased by the employees in the above classifications shall meet the following specifications:

1. Uppers will be all leather or combination leather-corduroy nylon
2. Class 75 safety toe
3. Soles and heels to be of oil resistant materials
4. Steel shank for construction work force positions
5. Shoe height minimum 6", maximum 10"; Wellington height maximum 12"; Western height maximum 14"
6. Waterproof protection.

It shall be the employee's responsibility to check with the boot supplier to be sure the boots meet the above specifications. Employees are responsible for the proper care and maintenance of their boots. "As-needed" includes new employees in the above required classifications, job classification changes into one of the required classifications, worn-out boots or otherwise damaged boots as determined by Department Head.

Worn-out boots will be judged by the Department Head on their ability to maintain safe work practices for job specifications. Examples of worn-out boots are those with worn soles no longer able to grip as designed, separated stitching, deformed toe protection or bent shank, torn or worn leather.

## **PROBATIONARY PERIOD**

All new or rehired regular employees shall serve a probationary period of six months from the date of hire (date of hire means the employee's first day of employment). Employees whose date of hire is from the 1st through the 7th day of any month shall be considered to have started their probationary period as of the first day of the month, and those whose date of hire is from the 8th through the 23rd day of any month shall be considered to have started their probationary period as of the 15th day of the month. Employees whose date of hire is from the 24th through the end of the month shall be considered to have started their probationary period as of the 1st day of the month following the date of hire. Temporary employees are not subject to a probationary period.

### **Extension of Initial Probationary Period**

At the sole discretion of the District, the initial probationary period may be extended for up to six additional months.

### **Promotion to a New Position**

Employees shall also serve a ninety calendar-day probationary period upon promotion or transfer to a new position. Such probationary employees may be returned by the District to their prior position at any time during the ninety-day probationary period with or without cause and such decision shall not be subject to the grievance procedure.

### **Benefits During Probationary Period**

All employees are eligible to receive Social Security, State Disability Insurance, Unemployment Insurance and Workers' Compensation benefits from their date of hire. Full-time and part-time regular employees are also eligible to participate in the District's Pension Plan from their date of hire.

Full-time and part-time regular employees may participate in the District's Group Health Insurance, Group Dental Insurance and Group Vision Care plans commencing on the first of the month following **date of hire** of employment.

Full-time and part-time regular employees begin to accrue all other benefits on the first of the month following six full months of employment or upon satisfactory completion of an extended probationary period, whichever occurs later. In the case of other probationary arrangements as stipulated by the General Manager, eligibility for benefits will be determined by the General Manager.



## Termination

During the probationary period, employees shall be subject to termination at any time with or without cause and with or without notice. Probationary employees shall not have recourse to the Grievance Procedure.

### WHEN DO BENEFITS START?

<b>Benefit</b>	<b>Full-Time &amp; Part-Time Regular Employee</b>	<b>Temporary Employee</b>
Floating Holiday Leave	At employment	Not applicable
Health, Dental & Vision Insurance	First of the month following <b>date of</b> employment	Not applicable
Holiday Leave	At employment	Not applicable
Life Insurance	First of the month following 6 months of employment	Not applicable
Retirement	At employment	Not applicable
Sick Leave	<b>First 6 months, accrue 1 hour for every 30 hours worked. After successful completion of probationary period accrue 8 hours per month.</b>	<b>Accrue 1 hour for every 30 hours worked.</b>
Social Security & Medicare	At employment	At employment
State Disability Insurance (SDI)	At employment	At employment
Unemployment Insurance	At employment	At employment
Vacation Leave	After 6 months and successful completion of probationary period	Not applicable
Management Leave	Exempt un-represented employees at employment	Not applicable
Workers' Compensation	At employment	At employment

## VACATIONS

Regular full-time employees shall accrue vacation upon the completion of their probationary period at the following rates:

Completion of Probation through 5 years continuous employment with the District	10 days per year (3.34 hours / semi-monthly pay period)
More than 5 years through 10 years of continuous employment with the District	15 days per year (5.00 hours / semi-monthly pay period)
More than 10 years through 15 years of continuous employment with the District	20 days per year (6.67 hours / semi-monthly pay period)
More than 15 years through 20 years of continuous employment with the District	22.5 days per year (7.5 hours / semi-monthly pay period)
More than 20 years of continuous employment with the District	25 days per year (8.34 hours / semi-monthly pay period)

Regular part-time employees accrue vacation upon completion of their probationary period, on a pro-rata basis of the rates set forth above, based on the percentage of their full-time equivalent rate. For example, a regular part-time employee who works 20 hours per week will accrue vacation at 50% of full-time equivalent rate (i.e. 5 days per year at the completion of probation through 5 years of continuous employment with the District.)

Temporary employees are not eligible to accrue vacation.

Vacation shall accrue each pay period and be added to the employee's vacation balance. There shall be a cap on the vacation balance of one and one-half times the annual accrual rate. No employee shall have more than one and one-half times his/her annual accrual in his/her vacation balance. Thus, a full-time regular employee who earns vacation at the rate of 10 days (80 hours) per year shall not have more than 15 days (120 hours) accrued vacation. Employees who reach the cap shall cease accruing vacation until such time as their vacation balance drops below the cap, at which time the employee shall again accrue vacation.

Vacation time will be used to cover absences due to illness or injury when an employee has an illness/injury and has no remaining sick leave. However, employees are not required to

use vacation time for absences due to pregnancy disability, but may elect to do so. Refer to the Family and Medical Leave section if absence has been designated family and medical leave.

### **Transfer of Vacation and Floating Holiday Earned Credit**

Subject to the approval of the General Manager, employees may voluntarily transfer vacation and floating holiday leave credit to a regular employee who has an extremely serious or catastrophic illness, injury or other such condition as determined by the General Manager and who has exhausted all of his/her vacation, floating holiday and sick leave.

If approved by the General Manager, the employee making the donation must authorize in writing that a designated portion of his/her accrued vacation and/or floating holiday be transferred from his/her leave account to the recipient employee's vacation and/or floating holiday account. Once made, donations are irrevocable.

Any award of vacation/floating holiday credits will be at the sole discretion of the General Manager, and any decision to deny a transfer will not be subject to the grievance procedure.

### **MANDATORY VACATION POLICY**

All employees who handle cash payments, inventory, or work in financial and/or information systems technology areas will be required to take a minimum of five consecutive working days off each fiscal year. This policy applies to employees working in the following classifications:

General Manager	Receptionist/Customer Service Asst.
Auditor-Controller	Accounting Clerk I and II
Administrative Assistant	Account Credit Clerk I and II
Consumer Services Supervisor	Senior Accountant
Storekeeper/Safety Coordinator	HR & Safety Manager
District Secretary	Engineering Services Representative

(STAFF POLICY NUMBER: 14)

# Management Leave

Management Leave will be provided on January 1<sup>st</sup> of each calendar year. The below classifications will receive eighty (80) hours of Management Leave per calendar year. Management Leave taken shall be subject to management approval and must be used by December 31<sup>st</sup> of each calendar year. Management leave has no cash value upon separation of employment or retirement. For newly hired employees Management Leave will be prorated on a quarterly basis as follows: employees hired from January 1 through March 31<sup>st</sup>, sixty (60) hours allocated on April 1, employees hired from April 1 through June 30, forty (40) hours allocated on July 1, employees hired from July 1 through September 30, twenty (20) hours allocated on October 1<sup>st</sup> and employees hired from October 1 through December 31, eighty (80) hours allocated on January 1.

Assistant General Manager/Chief Engineer

Executive Assistant/District Secretary

Water Quality Supervisor

Operations/Maintenance Superintendent

Auditor/Controller

HR/Safety Manager

Construction/Maintenance Superintendent

(Board Policy 50)

## **HOLIDAYS**

### **District Holidays**

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve afternoon (if regular work day)	December 24
Christmas Day	December 25
New Year's Eve afternoon (if regular work day)	December 31

Regular full-time employees who do not work on a District-designated holiday will receive eight (8) hours pay. Part-time regular employees who do not work on a District-designated holiday will receive eight (8) hours pay multiplied by the percentage of the full-time equivalent rate.

### **Holidays Falling on Saturday or Sunday**

Holidays falling on Saturday will be observed on the preceding Friday. Holidays falling on Sunday will be observed the following Monday.

### **Working on Observed Holidays**

Except for exempt positions, regular employees who work on holidays shall be paid overtime in accordance with the Overtime Policy for all hours worked on the District-designated holiday, in addition to receiving 8 hours (pro-rated for part-time regular employees) of holiday pay at the straight time rate.

Temporary employees are not eligible for holiday pay. If they work a District-designated holiday, they will receive their regular straight-time and, if applicable, overtime rate for all hours worked over 40 hours in that work week.

### **Observed Holidays for Employees on Shift or Alternate Work Schedules**

Regular employees working on a shift or alternate schedule that have a holiday fall on their regular day off will not be eligible for the above holiday pay or compensatory time off for such holiday, but will be credited with an additional floating holiday, provided such an addition to the floating holiday balance does not exceed the 32-hour cap. If a holiday falls on an employee's normal work day which has a duration greater than eight (8) hours, they will receive 8 hours holiday pay and report the difference as vacation or floating holiday leave.

## **Floating Holidays (4)**

The District does not observe the below-listed holidays. Instead, employees accrue up to four floating holidays per year that may be taken on dates selected by the employee and approved by the District, subject to the accrual maximum and limitations set forth below.

Lincoln's Birthday	February 12
Admission Day	September 9
Columbus Day	2nd Monday in October
Veteran's Day	November 11

Effective January 1, 2020, for full-time employees, one floating holiday shall accrue on the first day of each quarter as follows: January 1, April 1, July 1, and October 1. Part-time employees accrue floating holiday time on a pro-rata basis, based on the percentage of their full-time equivalent rate. In no case can an employee take a floating holiday that has not yet been earned. Should an employee begin employment after the first day of a quarter, the employee shall not earn a floating holiday until the start of the following quarter, as there is no pro-ration of floating holiday for new employees (i.e. if employee begins work on April 5, employee will not earn a floating holiday until July 1). Employees must have prior approval from the District before taking a floating holiday. Employees shall cease to accrue floating holiday leave if their accrued unused balance has reached five days (40 hours) for regular full-time employees and a prorated amount for regular part-time employees. Once an employee uses accrued floating holiday leave to bring the accrued amount below the cap, the employee will resume accruing floating holiday leave up to the cap. Temporary employees do not accrue Floating Holiday time off.

Floating holiday time will be used to cover sick time off when an employee has an illness/injury and has no remaining sick or vacation leave. Refer to the Family and Medical Leave section if absence has been designated as leave under the Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA). Refer to the Pregnancy Disability section if the absence is related to a pregnancy or pregnancy related disability.

## **SICK LEAVE**

### **Eligibility**

Regular full-time and regular part-time employees **who work for at least 30 days within a year shall begin accruing sick time upon date of employment and may use accrued sick days beginning on the 90<sup>th</sup> day of employment. Temporary employees begin accruing sick leave on**

the later of July 1, 2015 or date of hire, and may use accrued sick days beginning on the 90<sup>th</sup> day of employment.

### **Annual Sick Leave**

During the probationary period Regular, Part Time and Temporary employees will accrue one (1) hour for every 30 hours worked for California Sick Time. They are provided to take least 24 hours or 3 days or provide at least 24 hours. After successful completion of the regular full-time employees' probationary period, they shall earn one day (8 hours) of sick leave per month. Accrued sick leave shall be added to the employee's sick leave balance each pay period. Regular part-time employees shall accrue this benefit on a pro-rata basis based on the percentage of their full-time equivalent rate. On December 1 of each year, accrued, unused sick leave days earned in excess of 90 days (720 hours) may be paid to the employee as compensation at 50% of their regular base daily pay rate or the employee may choose to add 50% of the hours of the earned sick leave in excess of 90 days to their accrued unused vacation balance, provided that such addition to the vacation balance does not exceed the vacation cap. The employee has the additional option of carrying over all of their unused sick leave balance in excess of 90 days into the subsequent year.

Regular part-time employees shall accrue sick leave on a pro rata basis computed based on the percentage of their full-time equivalent ("FTE") status (e.g. employee who works a part-time schedule that is 80% FTE will accrue as follows:  $80\% \times 1 \text{ day} = 0.8 \text{ days per month}$ ). On December 1 of each year, sick leave days earned in excess of the part-time employee's FTE status multiplied by 90 days (e.g.  $80\% \times 90 \text{ days} = 72 \text{ days}$ ) may be paid to the part-time employee as compensation at 50% of their regular base daily rate or be converted to vacation at 50% of the hours of the earned sick leave, provided that such addition to the vacation balance does not exceed the vacation cap. The regular part-time employee has the additional option of carrying over all of their unused sick leave balance in excess of 90 days multiplied by his/her FTE into the subsequent year.

Accrued sick leave shall be added to the employee's sick leave balance each pay period. Temporary employees are limited to 24 hours of paid sick leave use per year.

Sick leave shall be used only for:

1. The personal illness or injury of the employee which prevents the employee from working;

2. Medical, dental or vision appointment of the employee or employee's child (where the employee is required to transport the child to or from the appointment or attendance at the child's appointment is otherwise necessary); provided that the amount of sick leave used for such appointment is the amount of time reasonably necessary to travel to and from and attend the medical appointment; or
3. to attend to the illness of a member of the employee's immediate family (defined as the employee's spouse, registered domestic partner, child, and parent) where that illness requires the attendance of the employee, provided that, if the sick leave exceeds three days, the employee shall provide the District a medical certification issued by the family member's health care provider verifying the illness of the immediate family member.
4. **specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.**

Abuse of sick leave, including but not necessarily limited to using sick leave for purposes not herein specified, excessive use of sick leave, or a pattern of the use of sick leave which demonstrates its abuse, is grounds for disciplinary action, including termination of employment. **Sick time is there for when you need to take it for the above reasons. It is not for the purposes of extending vacation or holiday time off.**

Regular attendance by every employee is important and necessary to the successful operation of the District. Excessive absenteeism causes a hardship on both the District and its employees. The employee must notify their supervisor in advance if the sick leave is planned, (i.e. Scheduled Dr.'s appointments) If the need is unforeseeable, the employee is to notify their supervisor of their absence as soon as practical, and ideally before the start of their scheduled shift.

### **Verification of Illness**

Upon request by the District, an employee will be required to submit a doctor's written verification of their illness or medical appointment and whether the doctor has released the employee to return to duty with or without restrictions.

### **Bereavement Leave**

Regular employees shall be entitled to use up to three days sick leave for the purpose of attending the funeral services and/or making necessary arrangements for such services for members of the employee's immediate family. Immediate family means the employee's spouse, registered domestic partner, children, grandchildren, parents, grandparents, brothers, and sisters, as well as the children of the employee's spouse or registered domestic partner. Based



upon particular circumstances and with the approval of the General Manager, employees may be permitted to expand the definition of immediate family.

### **Work-Incurred Injury**

Leave taken within the first 72 hours following a work-incurred injury is not deducted from accrued sick leave.

### **Disability and Workers' Compensation Insurance**

Employees who receive either Workers' Compensation benefits or State Disability Insurance (SDI) benefits (except California Paid Family Leave) will have their benefit integrated with their sick leave compensation, if any, to provide the employees on leave when possible, with an amount equivalent to their full pay. Employees shall submit a copy of their Workers' Compensation or SDI checks to the payroll clerk for this purpose. When the leave is also being charged against the employee's FMLA leave entitlement, the above integration will occur only upon the agreement of the District and the employee.

### **Termination Due to Disability**

When a regular employee leaves District employment because, due to disability, he/she can no longer perform the essential functions of the position with or without reasonable accommodation, the employee shall receive pay at their straight time for 100% of any accrued, unused sick leave.

### **Termination Due to Retirement**

When a regular employee hired on or before October 1, 2000 retires from the District due to normal non-disability retirement, the employee may opt to:

1. Receive payment at his/her straight time rate for 50% of the employee's accrued, unused sick leave, but in no event will the employee be paid for more than 50% of a maximum 90 days of accrued, unused sick leave plus 50% of the accrued but unused sick leave for the current year.
2. Apply his/her sick leave credit to enhance CalPERS retirement benefits, to the extent permitted by CalPERS.

Employees hired after October 1, 2000 may apply his/her sick leave credit to enhance CalPERS retirement benefits to the extent permitted by CalPERS, but in such case are not eligible to receive from the District any pay for accrued, unused sick leave.

### **Termination Due to Death**

In the event an employee hired on or before October 1, 2000 dies while an active employee of the District, the employee's beneficiary(s) (as established by the employee's group life insurance enrollment application) may receive payment at the deceased employee's straight time rate for 50% of the accrued, unused sick leave, but the payment shall not exceed 50% of a maximum of 90 days of accrued, unused sick leave plus 50% of the accrued, unused sick leave for the current year; or the sick leave credit can be applied to enhance CalPERS retirements benefits, to the extent permitted by CalPERS..

### **Termination Due to Other Reasons than Disability, Retirement, Death**

In the event an employee's employment terminates voluntarily or involuntarily for reasons other than disability, retirement or death, the employees shall not receive any cash payout or retirement service credit for any accrued, unused sick leave.

### **MILITARY DUTY LEAVE**

Employees shall be granted military leave in accordance with the provisions of the California Military and Veterans Code, section 395 et seq.  
([www.leginfo.ca.gov/html/mvc\\_table\\_of\\_contents.html](http://www.leginfo.ca.gov/html/mvc_table_of_contents.html))

### **LEAVE WITHOUT PAY**

The District General Manager, at his or her sole discretion after considering the needs and interests of the District, may grant regular employees leave without pay (LWOP) provided that such leave shall not impose an undue hardship on the District. Employee insurance benefits (health, dental, vision and life) shall continue during the period of the LWOP at the employee's expense, and the employee shall pay said insurance cost to the District prior to commencement of the LWOP. Employees shall be eligible to request LWOP upon completion of probation. The employee requesting LWOP shall exhaust all vacation and floating holiday leave before commencing unpaid leave.

### **PREGNANCY DISABILITY LEAVE (PDL)**

#### **Eligibility and Leave Purposes**

An employee who is disabled due to pregnancy, childbirth, or a related medical condition may request an unpaid pregnancy disability leave (PDL). An employee is "disabled" if, in the opinion of her health care provider, she is unable due to pregnancy to work at all or is unable to

perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons. An employee is also considered to be “disabled” if she is suffering from severe morning sickness or needs to take time off for prenatal care, or postnatal care, bedrest or needs time off from other complications due to pregnancy or childbirth.

### **Duration of Leave**

Subject to the conditions of this section, eligible employees may take a maximum of four months of pregnancy disability leave, as defined by law. This is in addition to any family and medical leave available to eligible employees under the California Family Rights Act (CFRA).

For employees who are also eligible for family and medical leave under the Family and Medical Leave Act (FMLA) (they have been employed for at least one year, have worked at least 1,250 hours during the preceding year, and work at a worksite at which the District employs 50 or more employees within a 75-mile radius), the first 12 weeks of pregnancy disability leave will be considered and counted against available family and medical leave:

Group health insurance (health, vision, dental) will continue to be provided pursuant to District policy for the duration of the pregnancy disability leave up to four months, as defined by law, in a 12 month period provided the employee is qualified for the insurance. Employees eligible for family and medical leave under the CRFA, who take such leave for certain qualifying purposes discussed below, may be eligible for up to an additional 12 workweeks of group health insurance coverage.

Leave may be taken intermittently or on a reduced work schedule if the employee’s health care provider determines that it is medically advisable for the employee to take such leave. Intermittent leave may also be taken for prenatal care and postnatal care appointments, for morning sickness, or other complications due to pregnancy or childbirth. The District may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates the employee’s need for intermittent or reduced schedule leave than the employee’s regular position.

Reasonable accommodations, such as modifications of job duties or transfer to another available position, are available to employees who because of their pregnancy are not able to perform one or more essential functions of their job position. A transfer will also be considered when, in the opinion of the employee’s health care provider, a transfer to a less strenuous or less hazardous job is medically advisable. Employees who need a reasonable accommodation as a result of pregnancy should notify the Human Resources Supervisor. The District will

engage in an interactive process with the employee to identify reasonable accommodations. The District may require medical verification from the employee's health care provider that a reasonable accommodation is medically advisable, and of any restrictions on the employee's ability to perform her job duties.

### **Requirements Regarding the Use of Paid Leave**

During the pregnancy disability leave, the employee's accrued sick leave will be applied to enable the employee to continue to receive pay during the leave. Employees may elect to use accrued vacation /floating holiday leave for pregnancy disability leave, but are not required to do so.

### **Notification Requirements**

An employee requesting pregnancy disability leave or needing a reasonable accommodation or transfer must provide proper notification of the need for the leave, reasonable accommodation and transfer, as well as its anticipated timing and duration. If the leave, transfer or reasonable accommodation is foreseeable, the employee must provide notice at least 30 days before the date the leave, transfer or reasonable accommodation is needed. If 30 days advance notice is not practicable or foreseeable (due to, for example, a lack of knowledge of when leave will be required, a change in circumstances, or a medical emergency), notice must be given as soon as practicable. A failure to comply with these notification requirements may result in a denial or postponement of the requested leave, transfer or reasonable accommodation until the employee complies with these requirements. However, if the need for a pregnancy disability leave, transfer or reasonable accommodation results from an emergency or is otherwise unforeseeable, the leave, transfer or reasonable accommodation will not be denied for failure to provide advance notice. In addition, the District will not delay a reasonable accommodation or transfer due to lack of timely notice when the delay would endanger the employee's health, pregnancy or the health of co-workers.

### **Certification by Health Care Provider**

Employees requesting a pregnancy disability leave must provide the Employer with a certification verifying her eligibility for Pregnancy Disability Leave issued by the employee's health care provider.

As a condition of an employee's return from pregnancy disability leave, the employee must provide a certification from her health provider verifying that she is able to return to work.

## **FAMILY AND MEDICAL LEAVE**

### **Eligibility and Leave Purposes**

Under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA (California Family Rights Act)) any employee who has completed at least 12 months of service and has worked at least 1,250 hours during the 12-month period preceding the date the leave would begin, and works at a worksite at which there are at least 50 employees within a 75 mile radius may request, or the District may designate, family and medical leave of absence for any of the following reasons:

1. For the birth of a child or to care for the employee's child after birth or after placement for adoption or foster care, as long as leave is taken within 12 months of the birth, adoption or placement [see pregnancy disability leave policies above regarding how the employee's leave will be charged to both the pregnancy disability leave and FMLA for times when the employee is disabled by pregnancy, childbirth or related medical conditions];
2. To care for the employee's spouse, child, registered domestic partner, or parent who has a serious health condition, as defined by law; or to care for a spouse, child, registered domestic partner, parent or next-of kin who is recovering from a serious injury or illness sustained in the course of active military service; or
3. Due to the employee's own serious health condition that prevents the employee from performing one or more of the essential functions of his or her position; or
4. Because of a qualified situation or exigency (as determined by the regulations of the Secretary of Labor) when an employee's spouse, parent, registered domestic partner, or child is on active military duty or has been notified of an impending call or order to active military duty.

For purposes of this policy, serious health condition is defined by the FMLA/CFRA as "an illness, injury, or physical or mental condition" that involves any of the following:

1. Inpatient care in a hospital or other treatment facility and related treatment;
2. Continuing treatment by a health care provider plus a period of incapacity of more than three consecutive calendar days related to the treatment;
3. Continuing treatment or supervision by a health care provider following periods of incapacity;

4. Any period of incapacity or treatment due to a chronic serious health condition (such as severe asthma, diabetes, epilepsy, etc.); or
5. Any period of absence to receive multiple treatments for post-accident or injury restorative surgery for a condition that would result in a period of incapacity in the absence of medical treatment (such as chemotherapy or radiation treatments for cancer or dialysis for kidney disease).

### **Duration of Leave**

Subject to the conditions of this section, eligible employees may request, or the District may designate, up to 12 weeks of family and medical leave during a rolling 12-month period (measured backwards from the date upon which family and medical leave is taken). The sole exception to this is that an employee who is required to care for a family member injured in the course of military service maybe eligible for up to 26 weeks of family and medical leave (referred to as “military care-giver leave”).

To the maximum extent permitted by law, any leave that is granted to an employee under this section for a purpose specified above shall be credited against the 12-week limit contained in this policy.

If family and medical leave is taken to care for a family member with a serious health condition or due to the employee’s own serious health condition, leave may be taken intermittently or on a reduced work schedule when medically necessary.

If family and medical leave is taken for the birth or care of a child, leave may be taken intermittently for a minimum duration of two weeks, except that twice in a 12-month period the leave may be for shorter periods.

### **Requirements Regarding the Use of Paid Leave**

Family and medical leave provides a maximum of 12 weeks leave (and 26 weeks for military care-giver leave) which may include a combination of paid vacation, paid sick leave and unpaid leave time as specified further below.

1. For Family and medical leaves that are taken due to the employee’s serious health condition –the employee’s accrued sick and vacation/floating holiday leave must be used during the period of the leave; when such accrued paid leave is exhausted, any remaining period of the leave will be unpaid. (Employees taking a pregnancy disability leave are not required to use their accrued vacation/floating holiday time, but may elect to do so in order to

receive pay during the family and medical leave.) The District will not charge the employee's paid leave benefits for any portion of the leave for which the employee is receiving workers' compensation benefits or benefits from another plan providing disability leave benefits, unless the District and the employee agree to integrate the employee's accrued, paid leave with the workers' compensation benefits or disability leave benefits, so that the employee will receive up to the amount of their regular pay.

2. For Family and medical leaves that are taken due to a family member's serious health condition – all of the employee's accrued sick and vacation /floating holiday leave must be used during the Family Medical leave; when such accrued paid leave is exhausted, any remaining period of Family Medical leave will be unpaid. For Family and medical leaves that are taken to care for newborn, adopted or foster children – all of the employee's accrued vacation/floating holiday leave time must be used during the family and medical leave; when such accrued paid leave is exhausted, any remaining period of family and medical leave will be unpaid.
3. Employees can apply for California Paid Family Leave (PFL), a program administered by the State Disability Insurance Program (SDI). It provides a certain percentage of pay for up to six weeks for time to care for a child, parent, spouse or registered domestic partner with a serious health condition, or to bond with a new child. Employees must first exhaust **two weeks of accrued vacation/floating holiday leave** before receiving PFL benefits. If an employee is still on leave after the PFL benefits expire, he/she must then exhaust any remaining accrued vacation/floating holiday leave. Employees are not permitted to use accrued sick leave during family and medical leave taken for the purpose of baby bonding.

### **Notification Requirements**

An employee requesting family and medical leave must provide proper notification to the District in writing (using the "Request for Leave" form obtained from the HR Supervisor) of the need for the leave, the date it will commence, and the anticipated duration of the leave. If the leave is foreseeable, the employee must provide notice in writing at least 30 days before the date the leave is needed. If the need for the leave is not foreseeable, the employee must provide as much advance notice as is practicable, preferably as soon as the employee learns of the need for the leave. A failure to comply with these notification requirements may result in a

denial or postponement of the requested leave until the employee complies with these requirements. However, if the need for a family and medical leave results from an emergency or is otherwise unforeseeable, the leave will not be denied for failure to provide advance notice.

### **Certification by Health Care Provider**

If an employee requests a leave due to a serious health condition of the employee or a family member, the employee must provide the District with a certification issued by the health care provider of the individual with the serious health condition. With respect to a medical verification regarding an employee's own serious health condition, the District may request a second certification and, if necessary, a third, at the District's expense.

An employee who takes a family and medical leave because of his or her own serious health condition must provide a certification from the employee's health care provider verifying that he or she is able to return to work.

### **Benefits and Seniority**

Employees, who are otherwise eligible for District group health insurance coverage, will continue to receive such coverage under the same terms and conditions for up to 12 weeks of the family and medical leave. Employees may choose to continue other insurance benefits at their own expense. Other benefits and seniority do not accrue during a family and medical leave, except that benefits and seniority will accrue during any period that paid leave is used, and will accrue pro-rata during any intermittent or reduced-scheduled leave.

### **Transfers**

If an employee requests intermittent leave or reduced schedule leave that is foreseeable based on planned medical treatment, the employee may be transferred to an alternative position for the duration of the leave (unless the employee's health care provider disapproves for medical reasons).

In addition, an employee may request a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties. Such a request must be based on the certification of the employee's health care provider that the transfer is medically advisable and will be granted if the transfer can be reasonably accommodated.

### **Reasonable Accommodation for Disabilities**

The District will, consistent with the law, provide reasonable accommodations to employees who, because of a physical or mental impairment(s) or medical condition(s) that limit



a major life activity, are unable to perform one or more essential functions of their position. Any employee who believes that he or she requires a reasonable accommodation, should make a request to the Human Resources Supervisor. The District and the employee will meet (or otherwise communicate if an in-person meeting is not feasible) as part of the interactive process to discuss whether the person has a physical or mental impairment or medical condition that limits a major life activity, such as caring for oneself, performing manual tasks, seeing, hearing, eating and others as defined by the rules and regulations of the Equal Employment Opportunity Commission/Department of Fair Employment and Housing (the employee is not required to disclose the diagnosis), how the condition affects his/her ability to perform the job, and possible reasonable accommodations that will enable the employee to perform the essential functions of the job. The District may require the employee to provide medical verification to confirm that the person has a disability within the meaning of the law, as well as whether and how the employee's physical or mental impairment or medical condition limits the employee's ability to perform the functions of his/her job, and the expected duration of any such limitations.

## **JURY SERVICE**

All employees may attend jury duty in accordance with their legal obligations to do so, and employees will be granted a leave of absence for such purpose provided that they give the District reasonable advanced notice of their obligation to serve as provided below. Non-probationary regular full-time employees are eligible for up to a maximum of 15 days of paid leave for jury duty in any calendar year. This 15-day period will be prorated for non-probationary regular part-time employees. Any time served beyond the amount of available paid jury service leave days will be unpaid unless the employee elects to use vacation or floating holiday pay.

An employee who receives a notice to appear for jury service shall immediately notify the General Manager of the notice. Depending upon the needs of the District, the General Manager may request that the employee postpone or defer jury duty. Employees must provide the Payroll Department with a statement showing the jury fees received from the Court, and either (i) provide those fees to the District for any day(s) the employee received pay from the District or (ii) such amounts received from the Court will be deducted from the employee's pay for that day.

On any work day that the employee is released from jury duty before the end of the employee's normal work day, the employee must call in to his/her supervisor to find out whether he/she must report to work.

## **WORKERS' COMPENSATION**

### **Eligibility**

All employees are covered upon employment.

### **Coverage**

Pays all medical expenses for job-incurred injuries.

Makes extended weekly payments after a 72-hour waiting period when employee is disabled and unable to work. Workers' Compensation benefits are integrated with a regular employee's accrued, unused sick leave benefits, if any. See restrictions on integration when the leave is also charged as family and medical leave as set forth in the Family and Medical Leave Policy.

### **Procedures**

If you suffer a work-related injury or illness, you may be eligible for benefits under California's worker's compensation program.

If you are injured while working, report it in writing to your supervisor immediately, regardless of how minor the injury may be. Any injuries sustained at work must be reported in order to be considered valid claims under California's Workers' Compensation law. The District must be informed of any work-related injuries in order to comply with federal and state injury recordkeeping requirements.

If you are injured and treatment is required, the District Secretary will direct you to a physician of its choice for treatment. An employee who wishes to be treated by a personal physician must file a form in advance of the injury (available from the District Secretary) with the Auditor-Controller. Also, if injured, you will need to complete the Worker's Compensation Claim Form (DWC-1), available from the District Secretary/, within 24 hours of your notice of injury, except in cases of an emergency. In the case of an emergency, these forms must be completed as soon as possible.

Employees should follow all instructions given by the doctor as to treatment, medication, and return visits, for their own protection against loss of compensation benefits.

After seeing a physician for a work-related injury, you are required to report directly back to your supervisor and submit the paperwork from that physician regarding your return-to-work status. If your shift has ended and/or the physician sends you home, you must contact your

supervisor prior to your return to work. If you are unable to contact your supervisor, notify your Department Head and the District Secretary/.

If your work-related injury causes you to be out of work for more than three days, you must complete a "Request for Leave" form, available from the HR Supervisor. For details, see the Family and Medical Leave policy in this handbook.

It is extremely important that you follow these procedures. If you fail to keep your supervisor advised, you may be subject to disciplinary action up to and including termination of employment.

You will be permitted to return to work following an injury resulting in an absence only upon presenting to your Department Head a sufficient medical release signed by your physician.

**Workers' Compensation Fraud: The District will not tolerate Workers' Compensation fraud under any circumstances. Worker's Compensation fraud is a felony, and any employee found guilty of such conduct may be subject to fines, imprisonment, and immediate discharge. Any such information should be reported in confidence to the General Manager or the Auditor-Controller. Fraudulent Workers' Compensation claims damage the District and its employees (thereby threatening employee jobs).**

### **Cost**

The District pays the cost of Workers' Compensation insurance for all employees.

## **RETURN TO WORK POLICY**

One of the District's primary goals is to ensure that North Marin Water District remains **A Safe Place to Work**. In the event that employees become ill or injured on the job, it is the District's policy to, when possible, return injured employees to their regular job assignments as soon as they are able.

In order to assist injured employees in returning to their jobs, the District may provide temporary work assignments tailored to the physical capabilities and limitations of employees who become ill or injured on the job, and that are consistent with restrictions identified by the medical provider. Reasonable accommodations, when possible, will be identified to enable the employee to perform the essential functions of his or her regular position. The success of our program depends on all employees understanding and adhering to the roles and responsibilities outlined in this policy. As part of the District's safety and injury management program, we have identified a number of responsible ways in which employees can help.

### **ROLE & RESPONSIBILITY OF ALL EMPLOYEES IN INJURY MANAGEMENT**

1. Work safely. Use appropriate safety equipment and adhere to safety practices and procedures.
2. Report unsafe practices, procedures or conditions.
3. Immediately report any illness or injury (both work and non-work related) to your supervisor.

### **ROLE & RESPONSIBILITY OF INJURED EMPLOYEE IN INJURY MANAGEMENT**

1. Report all work-related illness or injuries immediately to your supervisor.
2. Seek immediate medical attention for emergencies, and contact the Auditor-Controller to arrange for an appointment for non-emergency injuries.
3. Discuss with the medical provider the physical symptoms, current job requirements, diagnosis/prognosis and treatment plan, and effects of prescription medication.
4. Report illness/injury status and any work restrictions to your supervisor immediately after each and every medical evaluation.
5. Keep all medical appointments and follow prescribed medical restrictions, treatment, and therapy plans at work and at home.
6. If your medical provider prescribes time off work, immediately inform your supervisor and stay in contact with your supervisor at least weekly.
7. If your medical provider prescribes restricted or limited duty, you may be assigned to a temporary, modified work assignment, assuming such work assignment is available, as determined solely by the District.
8. Immediately notify supervisor if job tasks in any way exacerbate the illness/injury symptoms.
9. Respond without delay to inquiries from the Workers' Compensation claims administrator and supply information when requested.
10. See the procedures in the Workers' Compensation section of the Employee Handbook.

(STAFF POLICY NUMBER: 28)

## **GROUP TERM LIFE INSURANCE**

### **Eligibility**

Coverage is effective the first of the month following six months of continuous employment for regular full-time and part-time employees. The service waiting period is waived for previously-covered employees rehired to a regular position within one year of termination.

### **Amount of Insurance**

Eligible employees receive policies with a benefit equal to their basic annual earnings, up to a maximum of \$200,000. For more details concerning this benefit, including its terms and exclusions from coverage, refer to the summary plan description and/or plan booklet of the insurance carrier.

### **Life Insurance and Accidental Death & Dismemberment Insurance**

Amount of policy is paid in one lump sum in the event of death unless employee's beneficiary elects to have insurance paid in installments.

Payment for accidental death is double the policy amount with certain exclusions and the plan pays from a portion to the full amount of policy for loss of limb(s) or eye(s).

Policies are term insurance and have no cash surrender value.

For more details concerning this benefit, including its terms and exclusions from coverage, refer to the summary plan description and/or plan booklet of the insurance carrier.

### **Beneficiary**

Employees name the beneficiaries of their insurance and may change beneficiaries from time to time by completing a form for this purpose.

### **Continuation of Insurance After Leaving District**

Depending upon the insurance carrier engaged by the District at any given time, insurance may be continued after retirement or termination of employment in amounts up to coverage in effect by exercising the privilege of converting to any individual policy then regularly issued by the insurance carrier. The individual will be charged the current rates for his/her age for this type of individual coverage.

### **Cost**

The District pays the total cost of the insurance (with the exception of the continuation conversion option noted above).

## **HEALTH INSURANCE**

### **Eligibility**

Coverage is available the first of the month following **date of** employment for regular full-time and part-time employees.

### **Programs Available**

The District contracts for health insurance through the California Public Employees' Retirement System (CalPERS). Through the CalPERS health program, employees can choose from a number of different plans. Some are Health Maintenance Organizations (HMO) and some are Preferred Provider Organizations (PPO) Plans. The CalPERS Basic Health Plans booklet contains information about the HMO and PPO Plans. Detailed information for each plan is available for your review by contacting the Auditor-Controller or Human Resources Supervisor. Plan information supersedes and takes precedence over the summary of these plans set forth in this handbook.

The District reserves the right to change these plans at any time, in its sole discretion, consistent with any legal obligations it may have.

### **Cost**

The District shall contribute up to \$3,830 per year to the CalPERS Health Plan proportionate to the employee's FTE status.

Under IRC Section 125, the District will make the following contributions for employees into a qualified Cafeteria Plan to offset the cost of health insurance:

Single employees shall receive \$137 plus 85% of the current year Kaiser Basic Medical Plan annual employee-only premium amount less \$3,830 proportionate to the employee's FTE status, e.g.  $(\$137 + 85\% \times \text{Current Premium Amount}) - \$3,830 \times \text{FTE status}$ .

Employees with one dependent shall receive \$137 plus 85% of the current year Kaiser Basic Medical Plan annual 2-party premium amount less \$3,830 proportionate to the employee's FTE status.

Employees with two or more dependents shall receive \$137 plus 85% of the current year annual family Kaiser Basic Medical Plan annual family premium amount less \$3,830 proportionate to the employee's FTE status.-

Employees who provide acceptable proof of alternative insurance for themselves and all dependents may use the Cafeteria Plan contribution for purposes other than supplemental medical insurance.

Employees shall be provided with the following options for utilizing this Cafeteria Plan contribution:

- a) Employee may utilize this money to purchase supplemental medical, dental and vision insurance for self or dependent family members.
- b) Employee may elect to contribute the money to the District's 457 deferred compensation plan.
- c) Employee may take this money as a cash payment.

The Cafeteria Plan contributions shall be adjusted in an amount equal to 85% of the change in the Kaiser Basic Medical Plan premium amount based on family status, i.e., employee only, employee and one dependent, employee and two or more dependents as defined by CalPERS.

### **Changing Programs**

Open enrollment periods (no physical required) for coverage effective January 1st are held annually.

### **Retiree Eligibility**

#### **Retirees Who Retire Between the Ages of 55 to 65 with a Minimum of 12 Years Service with the District**

The following will apply to eligible retirees who retire on or after January 1, 2013. The District will contribute the following for health insurance for eligible retiree (age 55 to 65) as defined further below, and spouse under any group health plan offered by CalPERS. The District's contribution toward the plan chosen by the retiree will be 85% of the Kaiser Basic Medical Plan premium amount. The District contribution terminates for the spouse when the spouse becomes eligible for Medicare, or both the retiree and spouse when the retiree becomes eligible for Medicare. The District's eligibility restrictions provide that the retiree be at least age 55 at the date of retirement, within a minimum of 12 years' FTE service. If a retiree covered under the medical plan dies before age 65, his/her spouse may continue District-paid group health coverage until age 65 if ineligible for other health insurance coverage, i.e., through employment or remarriage.

The above retiree medical benefits may be reduced, changed or eliminated at the discretion of the District, subject to meet and confer or agreement with the Employee Association. As a result, employees should not view the retiree medical benefits as a guaranteed benefit upon retirement.



For retirees who retired prior to January 1, 2013, the District's contribution toward the chosen plan is based on the agreement at the time of retirement.

Retirees - Other (not meeting the age and/or service requirements stated above)

Subject to the eligibility restrictions of the group health insurance contract with CalPERS, the District will make a monthly contribution toward the cost of health insurance coverage.

**Continuing Health Benefit Coverage for the Surviving Spouse and/or Eligible Surviving Family Members of Employees Who Die While Actively Employed**

Non-CalPERS Annuitants<sup>1</sup>:

The benefit under this section is for the spouse and/or any eligible family member(s) who are not eligible and/or do not opt to receive a monthly annuity benefit from the employee's CalPERS pension plan. To continue to have access to the employee's CalPERS health insurance plan, the spouse and/or any eligible family member(s) must have been enrolled in a CalPERS health insurance plan at the time of the employee's death. Survivors may opt to continue (at their own expense) group coverage as permitted under COBRA legislation.

CalPERS Annuitants<sup>2</sup>:

The benefit under this section is for a surviving spouse and/or any eligible surviving family member(s) who is eligible for and opts to receive a monthly annuity from the CalPERS pension plan. To continue to have access to the CalPERS insurance plan, the surviving spouse and/or any eligible family member(s) must have been enrolled in a CalPERS health insurance plan at the time of the employee's death. For this class the District will contribute the amount paid for other CalPERS annuitants.

Notes:

1. Non-CalPERS annuitants are any of the following:
  - a. Surviving spouse and/or surviving family member(s) eligible and enrolled at the time of the employee's death in the employee's CalPERS health insurance plan where the employee dies before becoming vested in the CalPERS pension plan or is vested but was not yet eligible for retirement at the time of death.
  - b. Surviving spouse enrolled at the time of the employee's death in the employee's CalPERS health insurance plan where the employee is vested and eligible for retirement at the time of death and provided said spouse opts for a lump sum distribution of the demised employee's pension contributions.
2. CalPERS annuitants are limited to a surviving spouse and/or surviving dependent children under age 26, including any surviving family member(s) who were eligible and enrolled in the employee's CalPERS health insurance plan at the time of the employee's death provided employee was vested in the CalPERS pension plan and was eligible for retirement at the time of death and provided further (in the case of a surviving spouse) the surviving spouse opts for a monthly annuity from CalPERS.

### **Other Health Care Insurance Available (Duplicate Medical Coverage)**

Employees participating in, or eligible to participate in, the District's group health insurance plan, who have alternative health insurance coverage through another provider, may elect to decline District health coverage for themselves, their spouse and/or their children. The following conditions and provisions apply to employees making this election:

1. The employee shall deliver to the District a written statement declining to participate in the District's group health insurance plan and designating which family members are so affected. Children must be treated as one group or class.
2. The employee shall, at the time of submitting such declination and annually thereafter, submit evidence acceptable to the District that the employee, his/her spouse, and all their dependent children are covered by another provider's health insurance plan or policy.
3. In the event that the alternative health plan is for any reason canceled, the employee shall notify the District within 30 days and shall immediately apply to enroll all family members who have lost coverage into one of the plans offered by CalPERS. CalPERS is only required to accept applications for health coverage during the open enrollment period with coverage effective beginning January 1st. At other times, a Health Statement Request can be submitted and the health plan may selectively approve or deny the application based on the health status of the applicants. If the employee is unable to enroll into one of the District's health plans due to open enrollment restrictions or other CalPERS restrictions, the employee shall immediately make application for COBRA coverage through the alternative health plan provider or such other coverage as may be available to the employee and family members on an individual plan basis. The District shall contribute up to the premium amount the employee is otherwise eligible to receive had they not declined District health coverage toward the cost of the coverage procured by the employee pending the next CalPERS Group Health Plan Open Enrollment period.

### **Part-Time Employee Participating in District Dental & Vision Plans**

The spouse and the children of the part-time employee are not required to be covered by any of the District's dental or vision benefits. However, if the part-time employee opts for District dental or vision benefits for a dependent, then all said employee's dependent family members eligible for coverage must be enrolled by the employee in the District's dental and vision plans unless the employee submits evidence of alternative coverage acceptable to the District. In order to be acceptable, said alternative coverage together with coverage provided by the District shall cover each and every eligible member of the employee's family. In the event any alternative dental and/or vision coverage is canceled or otherwise terminated, the employee's spouse and all eligible dependent family members no longer covered must be enrolled in the

District's plan within thirty days. If the employee fails to make said enrollment within thirty days after loss of said alternative coverage, the non-enrolled employee's spouse and eligible dependent family member(s) shall thereafter be denied enrollment in the District's plan.

**Rules for Coverage of Dependent Children**

<u>Plan</u>	<u>Conditions</u>	<u>Coverage Extended</u>
Medical	Qualify as dependent under CalPERS Health Plan	To age 26
Dental	Qualify as dependent under CalPERS Health Plan	To age 23
Vision Care	Qualify as dependent under CalPERS Health Plan	To age 23

Note:	CalPERS defines a dependent child as "your child under age 26 who has never been married." "Child" includes an adopted child or stepchild, or a child living with you in a parent-child relationship and economically dependent upon you.
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## DENTAL INSURANCE

### NMWD Self-Insured Dental Plan

#### Eligibility

Coverage is available the first of the month following **date** of employment for regular full-time and part-time employees.

#### Coverage

Diagnostic	X-rays; examination and diagnosis
Preventative	Office visits; sealants; topical application of fluoride; 4 cleanings per fiscal year.
Oral Surgery	Extractions including anesthesia and routine post-operative visits
Restorative Dentistry	Fillings
Endodontics	Pulpal therapy; root canal filling
Prosthodontics	Bridges/dentures; crowns; gold and cast restorations (replacement is limited to once in each 5-year period)
Periodontics	Tissue treatment
Space Maintainers	Other than cosmetic
Orthodontics	\$1,000 lifetime limit for children under age 18

#### Primary Exclusions

Cosmetic  
Orthodontics for adults

#### Benefits

Pays 105% of the " **Arrow Benefits Insurance Services** " of fees charged in local area, for employee and eligible family members. The Districts' Dental Plan Administrator provides the names of dentists in Marin and Sonoma County that subscribe to their fee schedule. The maximum covered expense is limited to \$1,500 per person per fiscal year.

#### Cost

The District self-insures dental costs and pays the cost of employee and dependent coverage for regular full-time employees and a prorata share for regular part-time employees in accordance with the percentage of their full-time equivalency status.

The District reserves the right to eliminate and/or change this benefit and/or the amount it pays for the cost of this benefit, at any time and within its sole discretion, consistent with any legal obligations it may have.

For additional detail concerning the plan and the coverage it provides, please refer to the copy of the plan available from the Auditor-Controller or HR Supervisor. The terms of the plan control over the summary set forth above.

The information above is a summary of the District's self-funded Dental Insurance plan. The plan documents supersede and take precedence over this summary description. For a complete copy of the plan, see the Auditor-Controller or HR Supervisor.

### **Re-Enrollment**

See policy statement regarding re-enrollment in District's self-insured dental and vision plans.

### **Retiree Eligibility**

A retiree (age 55 to 65) and spouse, may continue dental coverage on the District's self-insured plan at the option and expense of the retiree and at a premium cost determined solely by the District. The cost of the coverage is recalculated annually by the Auditor-Controller. Coverage terminates for the spouse when the spouse becomes eligible for Medicare, or for both the retiree and spouse when the retiree becomes eligible for Medicare. Retiree must make payments on a timely basis, and may not re-enroll after discontinuing coverage.

## VISION CARE

### NMWD Self-Insured Vision Care Plan

#### Eligibility

Coverage is available the first of the month following **date** of employment for regular full-time and part-time employees.

#### Coverage

Plan will pay for eye examinations and corrective eye wear. This includes frames and the following types of lenses:

Bifocals	Oversize
Blended	Photochromic
Coated	Progressive Multifocal
Corrective Contact	Single Vision
Laminated	Tinted
Lenticular	Trifocals

#### Exclusions

Non-corrective or cosmetic lenses.

Services for which employee or eligible dependent is entitled to recover costs from any other vision or health care plan.

#### Benefits

On July 1 of each fiscal year \$184 shall be credited to each eligible family member's vision plan account. Covered Vision Care costs incurred during the fiscal year (July 1 to June 30) will be reimbursed by the plan. Up to \$184 of each eligible family member's vision plan account remaining at the end of the fiscal year shall be carried over to the following fiscal year for use by the eligible family member, subject to the limitation that in no event shall the total in eligible family member's vision plan account exceed \$368, and no employee shall receive reimbursement for more than \$368 per eligible family member during any fiscal year. The amount in each eligible family member's vision plan account is not convertible to cash, and any amount remaining in a family member's vision plan account reverts to the District up termination of employment.

The District self-insures vision care costs and pays the cost of employee and dependent coverage (subject to the maximum annual limit) for full-time employees and a prorata share for part-time employees in accordance with the percentage of their full-time equivalent status.

The District reserves the right to eliminate and/or change this benefit and/or the amount it pays for the cost of this benefit, at any time and within its sole discretion, consistent with any legal obligations it may have.

**POLICY STATEMENT – REGARDING RE-ENROLLMENT  
IN SELF-INSURED DENTAL AND VISION PLANS**

The District provides dental and vision benefits for all full-time and part-time regular employees. The District self-insures these benefit plans. In order to maintain eligibility for coverage in these plans, each employee, their spouse and all dependent family members eligible for coverage, shall be enrolled by the employee in the District's dental and vision plans unless the employee submits evidence of alternative coverage acceptable to the District. In order to be acceptable, said alternative coverage, together with coverage provided by the District, shall cover each and every eligible member of the employee's family. In the event any alternative dental and/or vision coverage is canceled or otherwise terminated, the employee, their spouse and/or all eligible dependent family members no longer covered must be enrolled in the District's plan within thirty days. If the employee fails to make said enrollment within thirty days after loss of said alternative coverage, the non-enrolled employee, their spouse and/or eligible dependent family members(s) shall thereafter be denied enrollment in the District's plan.

**EXTENDED COVERAGE – COBRA**

Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees and their eligible dependents may opt to continue (at their own expense) group coverage under the District's health, dental and vision care plans.

For more information on COBRA, go to [www.dol.gov/dol/topic/health-plans/cobra.htm](http://www.dol.gov/dol/topic/health-plans/cobra.htm).

## **STATE DISABILITY INSURANCE (SDI)**

### **Eligibility**

Effective upon employment. Participation is mandatory for all employees in the State of California.

### **Coverage**

Pays a weekly benefit based on wages when certain disabilities exceed seven days in duration and for paid family leave, subject to eligibility. Employees are responsible for filing claims with the Employment Development Department to obtain State Disability Insurance benefits. More information and claim forms may be found at [www.edd.ca.gov](http://www.edd.ca.gov).

### **Exclusions and Limitations**

An employee must have paid into the State Disability Insurance plan for nine months to be eligible for benefits. All work-incurred injuries are exempt from this coverage.

### **Cost**

This benefit is fully paid by the employee through payroll deduction.

## **UNEMPLOYMENT INSURANCE**

### **Eligibility**

Effective upon employment.

### **Coverage**

Pays a weekly benefit while an unemployed person is actively seeking new employment. More information and claim forms may be found at [www.edd.ca.gov](http://www.edd.ca.gov).

### **Exclusions**

A participant must have earned sufficient wages as determined by the State of California during his "base period" (usually a 12-month period ending 6 months before the application date) to be eligible to apply for benefits. Quitting employment "without good cause" may make a person ineligible for immediate benefits.

### **Cost**

The District pays the cost of this program.



## **PENSION PLAN**

### **Eligibility**

Participation in the California Public Employees' Retirement System (CalPERS) Pension Plan is mandatory and is effective upon employment for all regular full-time and part-time employees.

### **Retirement Benefits**

*Classic Member.* A Classic Member is defined by CalPERS as an employee who was hired prior to January 1, 2013; or who came to the District from another agency with a retirement system recognized by CalPERS as eligible for reciprocity; or who came to the District from another CalPERS agency after a break in service of less than six months. Benefits are based on the average monthly pay earned during the final (or highest) year of service. The basic, unmodified formula is  $2.5\% \times \text{number of years of credited service} \times \text{monthly pay} = \text{monthly benefit for retirement at age 55}$ . Employees who have been covered under Social Security during their CalPERS employment must use the modified formula in calculating their monthly benefit; i.e.  $2.5\% \times \text{number of years credited service} \times (\text{monthly pay less } \$133.33) = \text{monthly benefit for retirement at age 55}$ .

*New Member.* For employees hired on or after January 1, 2013, who CalPERS classifies as "New Members", benefits are in accordance with the Public Employees' Pension Reform Act of 2013, which stipulates a 2% at age 62 formula based on the highest average 3-years of compensation as defined by law.

For more information, go to [www.calpers.ca.gov](http://www.calpers.ca.gov), or call the CalPERS Customer Contact Center at 1-888-225-7377.

### **Costs**

Effective January 1, 2013, all regular employees contribute 1.6% of salary toward the cost of CalPERS retirement benefits.

Effective October 1, 2013 and on each subsequent October 1 through October 1, 2016, all employees will contribute an additional 1.6% of salary toward the cost of CalPERS retirement benefits, until employees are paying a total of 8% (6.25% if hired on or after January 1, 2013) of salary toward the cost of CalPERS retirement benefits.

## **Termination – Refund of Contributions and Vesting**

Should an employee leave the District before retirement, he/she may elect to receive a refund of contributions in his/her CalPERS employee account plus interest, or providing he/she has a minimum of 5 years of CalPERS service credit, he/she may elect to leave the accumulated contributions on deposit and apply for a monthly benefit when he/she reaches retirement age.

Note: The above is a brief summary of the California PUBLIC EMPLOYEES' RETIREMENT SYSTEM benefits, and does not outline all of the details of the pension plan. Copies of the complete plan and information on interpreting various benefits and options supersede and take precedence over the above summary and are available from the Auditor-Controller or HR Supervisor or by going to [www.calpers.ca.gov](http://www.calpers.ca.gov)

## **SOCIAL SECURITY / MEDICARE BENEFITS**

### **Eligibility**

All employees of the District are covered by Social Security and Medicare.

### **Cost**

Employee and employer contribute into Social Security and Medicare.

Note: The Social Security program is currently undergoing numerous changes - contact your local Social Security office (or go to [www.socialsecurity.gov](http://www.socialsecurity.gov)) for any additional information. Benefits (and contributions) may be changed over the ensuing years.

## **LONG-TERM DISABILITY**

### **NMWD Self-Funded Long-Term Disability Plan**

#### **Eligibility**

On the first of the month following completion of the probationary period, the District provides a self-funded long-term disability plan to all regular full-time and part-time employees participating in the California Public Employees' Retirement System.

#### **Definition**

For purposes of this policy, "Totally Disabled" and "Total Disability" mean that, as a result of an Injury or Sickness, the employee is so severely impaired, mentally or physically, that he or she cannot perform any substantial gainful work. The impairment must be expected to last at least 12 months or to result in earlier death. This determination must be made by the Social Security Administration.

#### **Amount of Benefit**

66-2/3% of base salary.

#### **Waiting Period**

Five full calendar months.

#### **Benefit Period**

To normal Social Security retirement (currently age 65).

#### **Survivor Benefit**

One lump sum equal to three times the employee's monthly benefit.

#### **Cost-of-Living Freeze**

Increases in other disability benefit payments as a result of cost-of-living adjustment (COLA) will not reduce benefit. No adjustment applies to the monthly benefit.

#### **Exclusions**

Intentionally self-inflicted injury, acts of war, employee committing a crime, pre-existing conditions.

#### **Cost**

The District self-insures the long-term disability benefit and pays the cost of employee coverage.

The information above is a summary of the District's self-funded Long-Term Disability plan. The plan documents supersede and take precedence over this summary description. For a complete copy of the plan, see the Auditor-Controller or HR Supervisor.

## **SECTION 125 FLEXIBLE SPENDING PLAN**

### **Eligibility**

Effective upon completion of the six-month probationary period for regular full-time and part-time employees.

### **Description**

Section 125 of the Internal Revenue Code allows employees to purchase certain benefits on a “pre-tax basis”. The District has contracted with American Family Life Assurance Company (AFLAC) to administer this program. The benefits that may be purchased with pre-tax payroll dollars include unreimbursed health care expenses and dependent care expenses. The advantage of the Section 125 Plan to employees is derived from tax savings. Expenses run through the Plan are not included in gross income for purposes of calculating income and social security taxes.

### **How It Works**

Employees electing to participate in the Section 125 Plan annually determine an amount to be deducted from their pay to go into the health or dependent care account or both. This annual election amount is irrevocable, i.e., it cannot be changed mid-year. Under IRS guidelines, if the payroll deduction selected exceeds the expenses submitted for reimbursement, the excess is not refunded to the employee - it reverts to the District. Employees, therefore, need to be conservative in determining the amount they wish to pay into the plan.

The employee submits AFLAC claims to the Accounting Department for reimbursement. Eligible health expenses include medical co-payments, dental, orthodontia and vision care expenses in excess of the District’s contribution, chiropractic expenses, hearing devices, and health-related insurance co-payments and deductibles. Dependent care expenses include those incurred for both children and elderly dependents. More information may be found at [www.aflac.com](http://www.aflac.com).

### **Limits**

Employees may contribute up to \$2,500 per year as defined by law for unreimbursed medical expenses, and up to \$5,000 per year for dependent daycare expenses.

The information above is a summary of the District’s Section 125 Flexible Spending Plan. The plan documents supersede and take precedence over this summary description. For a complete copy of the plan, see the Auditor-Controller or HR Supervisor.
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## **Other Insurance**

American Family Life Assurance Company (AFLAC) offers a number of insurance policies, including cancer insurance policy, a "Hospital Intensive Care Only" policy and a disability plan. Contact the Auditor-Controller, HR Supervisor, or the District's AFLAC representative for details, or go to [www.aflac.com](http://www.aflac.com).

## **DEFERRED COMPENSATION PLAN (457(b) Plan)**

### **Eligibility**

Effective upon completion of the six-month probationary period for regular full-time and part-time employees.

### **Purpose**

To enable employees to defer portions of their compensation and to provide retirement, disability and death benefits. The amount deferred does not constitute taxable income until received.

### **Participation**

Employee must complete a participation agreement with the District, whereby he/she may defer receipt of gross compensation up to the current IRS allowance. Funds deferred are not subject to Federal or State income tax at the time of deferral. The employee may invest the deferred compensation into either a money-market fund with a guaranteed rate of return, or may select from a number of mutual fund options.

### **Benefits**

Funds may only be withdrawn following the participant's retirement, termination, total disability, death, or a hardship in accordance with regulations prescribed by the Internal Revenue Service for an unforeseeable financial emergency beyond control of the participant.

Benefits may be paid in a lump sum or in monthly, quarterly or annual payments depending on the participant's selected plan of distribution. Benefits are subject to Federal and State taxes at the time of distribution.

**Note:** The above is a brief summary of the NMWD DEFERRED COMPENSATION PLAN. Copies of the complete plan and participation agreements supersede and take precedence over this summary and are available from the Auditor-Controller or HR Supervisor.

## **OTHER COVERAGES**

### **Vehicles**

The District self-insures all its vehicles to cover public liability and property damage caused while operating the vehicle. Private vehicles will only be used on any District business with prior authorization of the General Manager or the Auditor-Controller. Permission to use private vehicles will only be considered upon providing evidence confirming that valid personal auto insurance coverage is in effect with liability coverage for bodily injury in an amount not less than \$100,000 per person and \$300,000 per occurrence and liability coverage for property damage in an amount not less than \$50,000 per occurrence.

## **DISCIPLINARY ACTION, INCLUDING DISCHARGE,**

### **AFTER THE PROBATIONARY PERIOD**

The discipline and grievance procedures in this section apply to regular employees on, and they do not apply to probationary or temporary employees.

The levels of disciplinary action may include, but are not necessarily limited to, warning/reprimand (oral and/or written), suspension, demotion, and/or discharge. The District shall use the principals of progressive discipline in meting out disciplinary action; however, depending upon the circumstances, discipline may be imposed at any level without invoking prior disciplinary steps.

Examples of conduct that will warrant disciplinary action are: failure to meet District performance standards, excessive absenteeism, tardiness, failure to report to work, theft, dishonesty, violation of District policies.

The District may place the employee on paid or unpaid (at the discretion of the District) administrative leave at any time when a charge(s) is pending against an employee or the District or its designee is conducting an investigation concerning possible disciplinary action. All disciplinary actions shall be reported in writing, given to the affected employee, and placed in his/her personnel file. An oral warning shall be memorialized in writing and placed in the employee's personnel file.

Except for oral warnings, employees who wish to challenge the level of discipline may do so by utilizing the Grievance Procedure. Grievances involving written reprimands shall in the first instance be filed at Step II (of the Grievance Procedure) with the Department Head. Grievances involving other discipline, including termination of employment, shall be filed in the first instance at Step III with the General Manager. If no such appeal is filed in a timely manner, the determination of disciplinary action shall stand.

### **Grievance Procedure**

A grievance is an allegation by an employee that the District has violated an express provision of this handbook. For purposes of this policy, a workday is any day that the District office is open for regular business. Discipline, except for oral warnings, may be grieved. For employees covered by a MOU, the grievance procedure in the MOU will apply.

**Step I. Written Notice to Immediate Supervisor.** No later than two workdays after the event giving rise to the grievance, the employee must submit a written grievance to his/her

immediate supervisor stating the nature of the grievance, the provision of the Handbook allegedly violated, and the nature of the remedy sought. The immediate supervisor shall give a written response to the employee within two workdays thereafter.

**Step II. Appeal to the Department Head.** If the employee is not satisfied with the response, he/she shall, within five workdays of the response at Step I, notify his/her Department Head in writing of the appeal. The Department Head shall confer with the employee and his/her representative, if any, and respond to the grievance within five workdays following the meeting.

**Step III. Appeal to the General Manager.** If the grievance is not resolved at Step II, the employee may, within five workdays of the response at Step II, file a written appeal with the General Manager or his/her designee. The General Manager or designee shall confer with the employee and his/her representative, if any, and respond to the grievance within ten workdays of that meeting. The General Manager's/designee's response shall be final and binding in all grievance matters except the disciplinary actions specified in Step IV, below.

**Step IV. Appeal to the Board of Directors for Disciplinary Actions Consisting of Suspension, Demotion, or Reduction in Pay or Termination of Employment.** An employee subject to disciplinary action consisting of an unpaid suspension, demotion, or reduction in pay, or a termination, may file a written appeal with the Board of Directors. Such appeals must be filed within five workdays of the date of the District's notice of determination of discipline or, if the employee did not respond to the notice, the effective date of discipline set forth in the District's notice of proposed discipline. The Board of Directors, or a subcommittee thereof, shall hold a hearing as soon as reasonable under the circumstances regarding the disciplinary action.

**Step V. Advisory Arbitration.** With the mutual agreement of the grievant and the Board of Directors, the grievance may be referred to Advisory Arbitration. A neutral arbitrator shall be mutually selected from a list provided by the California State Mediation and Conciliation Service. The arbitrator selected shall conduct an informal hearing and issue an advisory opinion to the Board of Directors. The Board of Directors shall render a final and binding decision in writing to the employee within thirty days of the receipt of the arbitrator's advisory opinion, unless this time is otherwise extended in writing by the Board of Directors.

If the Board of Directors does not agree to conduct an advisory arbitration, the Board may, as an option, designate an advisor (or person not in the normal line of supervision) to advise the Board of Directors concerning the grievance. The Board of Directors shall render a final and binding decision within thirty days after its receipt of the recommendation of the fact finder.



Any final decision by the Board of Directors shall include the rationale upon which its decision is based.

Each party shall bear its own cost and fees. The cost and fees of the Arbitrator, if any, shall be split evenly between the parties.

## **EQUAL EMPLOYMENT OPPORTUNITY**

### **Purpose**

This policy is adopted by North Marin Water District to assure equal employment opportunity consistent with federal, state and local laws.

### **Commitment to Equal Employment Opportunity**

North Marin Water District shall:

1. provide equal employment opportunity for all applicants and employees without regard to race, color, creed, marital status, physical or mental, disability, medical condition, ancestry, religion, national origin, sex, age, sexual preference, genetic information, gender identity, gender expression, or any other consideration made unlawful by federal, state or local laws;
2. give equal employment opportunity in all employment practices, such as recruitment, selection, transfers, promotions, training, compensation, benefits and termination; and
3. require all employees to abide by this policy.

### **Responsibility of Each Employee**

Each employee shall share responsibility for creating a work climate conducive to the District's goals herein set forth.

## **EDUCATIONAL REIMBURSEMENT POLICY**

### **Purpose**

To provide assistance to employees in their personal development during off-duty time for training not required by the District.

### **Eligibility**

Financial assistance may be granted only to regular employees of the District who have successfully completed their probationary period. Temporary employees are not eligible for reimbursement under this policy.

### **Policy**

To qualify for reimbursement, the course of instruction and/or training must be given by a university, college, junior college, trade school or other public or private school approved by the General Manager and must relate to the employee's present duties at the District or which otherwise increases the employee's potential for advancement in the District.

Reimbursement may be made for tuition, registration fees, laboratory fees, and/or required textbooks and materials in connection with the course of instruction. Reimbursement for transportation and parking will not be made, unless the course work is required by the District. If books are claimed in the covered expenses, the books will become the property of the District for the benefit of other employees and be made a part of the District library.

In the District's discretion, employees may be reimbursed the full amount (100%) of said costs if the instruction is of direct benefit to the District and half the amount (50%) of said costs if the instruction is of indirect benefit to the District. Instruction shall be deemed to be of direct benefit to the District if, in the District's sole judgment, it is clearly related to the employee's work and will have immediate and specific application in his/her job. Instruction shall be deemed to be of indirect benefit to the District if, in the District's sole judgment, it is generally related to water, wastewater, environmental or administrative issues or will be of value to the employee in the foreseeable future in his/her present position or a higher position in District service. Reimbursement for eligible part-time employees will be prorated consistent with proration of other District benefits for part-time employees.

It is the responsibility of the employee requesting assistance to follow the procedures of this policy. Requests for educational reimbursement that fail to follow this policy will be denied.

## **Procedures**

1. Requests for financial assistance/reimbursement shall be made in writing by the employee through his/her Department Head prior to enrollment in the course of instruction, using the Request for Educational Reimbursement form found at \\server\administration\forms\request for educ. reimb.doc.  
Recommendations of the level of financial assistance (0%, 50%, 100%) are made by the employee's Department Head in writing. Final approval of educational reimbursement recommendations is made by the General Manager or his/her designee in writing.
2. Reimbursement for books and supplies shall be only for required items and not for supplemental or recommended materials.
3. Employees are not eligible for assistance under this policy if the training for which assistance is requested is covered, all or in part, from any other source.
4. An employee ceases to be eligible for reimbursement under this administrative procedure upon termination of employment (voluntary or involuntary).
5. Upon satisfactory completion of the course of instruction, the employee will be eligible for reimbursement for the amounts previously authorized in writing by submitting official receipts for all covered expenses and a transcript indicating the final course grade of "C" or better, or "Pass" in Pass/Fail graded course, or if a grade is not given, a letter written on official stationery of the training program indicating satisfactory completion of the course of instruction.

## **EMPLOYEE COMPUTER PURCHASE POLICY AND PROGRAM**

### **Purpose**

The Employee Computer Purchase Policy defines an employee loan program for the private purchase of personal computers and software. The purpose of the program is to enable employees to purchase personal computers for use in the home and thus elevate computer literacy and productivity at the District.

### **Policy**

Any regular employee, who has successfully completed the probationary period, is eligible to participate in the Employee Computer Purchase Program.

### **Program**

1. **Eligible Purchase** Employees are encouraged to purchase computer hardware and software similar to and compatible with that used by the District. Eligible software does not include any games or entertainment software. All purchases are subject to approval by the General Manager.

2. **Loan Application and Approval** - Any employee wishing to participate in the Employee Computer Purchase Program may apply by completing the **Employee Computer Purchase Program Application Form and Specification Sheet** found at \\server\administration\forms\empl computer purchase form.doc. . The loan application must be reviewed by the Auditor-Controller and approved by the General Manager in writing.

3. **Loan Limits and Payments** - The term of each loan shall not exceed 36 months, and no loan amount shall exceed \$3,500. All monies loaned shall be repaid by the employee with interest at the rate earned on the District's investment portfolio plus 1 percent as determined by the District's Auditor-Controller at the time of the loan. The interest rate, once determined, will not change during the term of the loan.

An employee shall be eligible for only one loan under this policy in every 36-month period. Any subsequent loan is at the sole discretion of the General Manager, and the employee's repayment history must be satisfactory as determined by the General Manager.

Loan repayments will be made through semimonthly payroll deduction (authorized by the employee in writing) as specified in Employee Computer Purchase Program Loan Agreement (\\server\administration\forms\empl computer purch loan agreement.doc). The Auditor-

Controller will determine the semimonthly repayment amount and provide a loan repayment schedule at the time the loan is approved.

Employees may request a loan term of less than 36 months and may prepay the entire loan. There will be no prepayment penalties. Loans are due and payable in full upon termination of employment. Employees on approved leave of absence and not receiving pay will be billed monthly for payment due.

4. Equipment Purchase No computer system, computer components, software or any equipment eligible under this program should be purchased until the District has approved the purchase in writing. The employee is required to submit copies of payment invoice/receipts within ten days of receipt of loan proceeds.

5. Termination - The Board may cancel this policy at any time. Thereafter new loans will no longer be made available. Payroll deductions for employees already in the program will continue as indicated in their promissory notes.

**EMPLOYER ASSISTED HOUSING PROGRAM FOR EMPLOYEES OF NORTH MARIN  
WATER DISTRICT**

NMWD may make loans to full-time regular employees for the purpose of purchasing a home located within the District service territory that will enable the employee to respond rapidly to emergencies affecting the operation of the District. For further information, please refer to Board Policy Number #42.

**REIMBURSEMENT FOR PROFESSIONAL REGISTRATION / CERTIFICATION**

When registration or certification is a requirement of the job classification of the regular employee, the District will reimburse an employee for this cost as follows. Examples of registrations/certifications include Professional Engineers' license, Distribution Operator certificates and Treatment Plant Operator certificates.

**CLASS A DRIVERS**

The District provides an annual payment of \$600 for the following classifications required to have the Class A license:

1. Pipe Worker
2. Heavy Equipment Operator
3. Pipeline Foreman
4. Maintenance Supervisor
5. Senior Electrical/Mechanical Technician
6. Auto/Equipment Mechanic

The payment will be made once each year on the first pay day in December and is pro rata for employees who are employed in the above classifications with the Class A license for less than the year or retire during the year.

The District requires the Class A license for hiring into open positions in these classifications. When needed the General Manager may require that individual employees in other classifications secure a Class A license and authorize compensation pursuant to this policy.

The District also pays for the cost of the Class A license and the cost of the medical examination associated with the license, in addition to the annual \$600 payment.

The District recognizes the employees may experience medical impairments that prevent the employee from continuing to hold the Class A license. In such situations, the District will consider whether a reasonable accommodation may be provided.

**OUTSIDE EMPLOYMENT POLICY**

It is the responsibility of the District employee to ensure that any secondary employment does not adversely impact job performance with the District. Each District employee will, during hours of duty as a District employee, devote full time, attention, and efforts to District employment.

### **Acceptable Conditions**

Any employee may engage in employment outside of the District as long as it is not inconsistent, incompatible, in conflict with, or harmful to the duties as a District employee, including, but not limited to, regular duties, scheduled overtime and on-call responsibilities, or with the duties, functions, or responsibilities of the District.

### **Conflict of Interest**

The following categories of outside employment are determined to be inconsistent with, incompatible to, or in conflict with the duties of District employment. The examples in this section are provided for illustrative purposes only and do not constitute an exhaustive listing of prohibited conduct. An employee's outside employment, activity, or enterprise is prohibited if:

- It involves the use of District time, facilities, equipment, supplies, customer information or the prestige, influence or position occupied in the employee's District employment; or
- It involves receipt or acceptance by the employee of any money or gratuities from anyone other than the District, for the performance of work that the employee is required or expected to perform in the regular course of District employment, such as:
  - An employee who performs work for the District is hired by a contractor or individual to perform similar work which may be physically or financially related to the work performed for the District; or
- It involves the performance of work outside of the District which may be subject, directly or indirectly, to the control, inspection, review, audit, or enforcement of any other employee of the District, such as:
  - An employee who reviews landscape designs for compliance with conservation guidelines cannot also work for a developer working within the District service territory.
  - An employee cannot assist in the preparation of a bid for a contractor who is bidding on a District contract,
  - An employee cannot receive payment from a neighborhood association to prepare a petition to upgrade the level of water service in their area; or
- It involves time demands which adversely affect performance of duties as a District employee; or
- It involves the performance of work related to the interest of another entity or organization which is harmful to, or in competition with, District interests, operations, influences, business transactions, or contracts, such as:
  - Acting as a technical consultant for an agency competing for the same water rights as the District.



- It involves being an owner and/or managing the activities of an outside business that contracts with the District.

### **Disclosure – Employee Responsibilities**

It is the employee's responsibility to notify the District before engaging in any outside employment activities using the form at <t:\hr\forms\outsideemploymentnotification.doc>. The employee shall provide information to his/her immediate supervisor concerning her/his outside employment activity, including, but not limited to, the identity of the person and type of activities for which outside services are performed, duration of such activities, and times and hours when such activities are performed. The employee must be able to demonstrate that outside employment is not in conflict with the duties, functions, or responsibilities of employment with the District. Additionally, the District has the right as primary employer to request information of an employee if it believes that the employee has a conflict with outside employment.

Failure of an employee to disclose information about outside employment as set forth above will result in disciplinary action that may include termination of District employment.

### **Notice of Approval/Disapproval**

The employee will be given written notice if it is determined that the outside employment, activity, or enterprise is inconsistent, incompatible, in conflict with, or harmful to the duties as a District employee or with the duties, functions, or responsibilities of the District. The notice will advise the employee that failure to terminate outside employment within 30 days will result in disciplinary action that may include termination of District employment.

### **Appeal**

District disapproval of outside employment may be appealed in accordance with the District's Grievance Procedure or the procedure set forth in the applicable Memorandum of Understanding for represented employees.

### **Use of District Time, Resources, Equipment**

Even if the outside employment, activity or enterprise is approved by the District under this policy, the employee must never use District time, facilities, equipment, supplies, property or resources in connection with the employee's outside employment, activity or enterprise. Such use shall result in disciplinary action including termination of employment.

### **Authority**

State Government Code Sections 1126, 1128, and 1129

Adopted by the District Board of Directors February 21, 2006

## **SMOKING POLICY**

All enclosed District facilities and work places and District vehicles are declared smoke free. Smoking is permitted in outdoor areas adjacent to enclosed District facilities and work places only when located more than 20 feet from any open door, window, intake ventilation duct, or outdoor dining area.

No smoking shall be permitted within 50 feet of fuel storage, dispensers or pumps and any other area where extremely flammable materials are stored or in use.

### **Responsibility**

All employees are required to abide by the District smoking policy and bring the policy to the attention of non-employees as necessary.

## **DRUG AND ALCOHOL ABUSE POLICY**

Employee involvement with alcohol or drugs can be extremely disruptive and harmful to the work place. It can adversely affect the quality of work and the performance of employees, pose serious safety and health risks to the user and others, and have a negative impact on work efficiency, productivity, and the public's trust in the District. Accordingly, the District adopts this policy for the purpose of:

1. further enhancing safety in the work place for all employees;
2. promoting employee health;
3. maintaining a high level of quality in the service to the public;
4. providing protection against public liability; and
5. promoting the public's trust in the District.

There are two components to this policy. The first involves a general prohibition against conduct that is detrimental to the objectives of the policy and the interests of the District and its employees. The second involves methods of detecting inappropriate drug or alcohol use, including the testing of job applicants and employees for illegal drugs and/or alcohol in certain circumstances, as discussed below. For purposes of this policy, a drug will be considered an "illegal drug" if its use is prohibited or restricted by law.

### **Administration of This Policy**

The District has designated its General Manager to answer employee questions about the District's alcohol and drug testing policy and procedures.

### **Definitions**

Alcohol Use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol that result in a blood-alcohol concentration of 0.04 or higher.

Refusal to submit to an alcohol or controlled substances test means that an employee:

1. fails to provide adequate breath for alcohol testing, without a valid medical explanation;
2. fails to provide an adequate urine sample for controlled substances testing, without a genuine inability to produce a specimen (as determined by a medical evaluation); or
3. engages in conduct that clearly obstructs the testing process.

## **Prohibited Activities**

1. No employee shall report for duty or remain on duty while having a blood-alcohol concentration of 0.04 or greater.
2. No employee shall possess alcohol while on duty.
3. No employee shall use alcohol while on duty.
4. No employee shall possess, carry or transport alcohol in a District vehicle.
5. No employee required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
6. Employees refusing to submit to a post-accident alcohol or controlled substances test, a reasonable cause alcohol or controlled substances test, or a follow-up alcohol or controlled substances test may be subject to discipline including possible termination from employment.
7. No employee shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the employee that the substance does not adversely affect the employee's ability to safely perform their work.
8. No employee shall report for duty or remain on duty if the employee tests positive for controlled substances.

## **General Rules**

The use, possession, distribution, transfer or sale of illegal drugs or alcohol, or being under the influence of illegal drugs or alcohol by any District employee as identified under prohibited activities, is strictly prohibited while on duty, while serving On-Call Duty, while on the District's premises, while performing District business, and/or while operating a vehicle or equipment owned or leased by the District. Any violation of this policy may result in disciplinary action up to and including immediate termination of employment.

Any employee who is taking any medication prescribed by a physician or other medical care provider must request the physician's/medical care provider's opinion on said medication's possible effects on the employee's job performance, reflexes or judgment. If the physician/medical care provider concludes that the medication may impair the ability of the employee to perform his/her job, the employee must advise his/her supervisor immediately before reporting to work.

## **Pre-Employment Testing**

All offers of employment are conditioned upon the successful completion and passing of a pre-employment drug screening test. A job applicant who refuses to consent to or does not pass a drug test will be denied employment.

## **Post-Accident Testing**

Alcohol and/or drug testing may be required following any work-related accident or any violation of safety precautions or standards where there is reasonable cause to believe that drugs or alcohol caused, in whole or in part, the accident or violation.

## **Testing Procedures**

At any of the times outlined above for testing, the District will request that an individual submit to a urine test for controlled substances or a breath test for alcohol. Testing for the presence of alcohol or controlled substances in one's body shall be done in accordance with the standards established by the Department of Transportation (DOT) as set forth in 49 C.F.R. 40.1 *et seq.*

Chain of Custody: These are procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. All DOT standards and procedures for Chain of Custody will be adhered to.

Laboratories: The District shall select the laboratory(ies) to perform the tests under this Policy. The laboratory(ies) shall be certified under the Department of Health and Human Service's "Mandatory Guidelines for Federal Workplace Drug Testing Programs," 55 F.R. 11970, April 11, 1988, and subsequent amendments thereto.

Testing Procedures and Protocols: All DOT testing standards and protocols shall be followed. Procedures for collecting urine specimens shall allow individual privacy unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided. Any breath alcohol testing will be conducted in a location that affords privacy sufficient to prevent unauthorized persons from seeing or hearing test results.

Reporting and Review of Results: The laboratory will report the test results to a Medical Review Officer ("MRO") selected by the District. The MRO shall be a licensed physician responsible for receiving laboratory results generated by the District's testing program. The MRO interprets confirmed positive test results by examining alternate medical explanations for any positive test result. Prior to making a final decision to verify a positive test result for an individual, the MRO shall give the employee an opportunity to discuss the test result with him or her. The MRO will report to the District's General Manager or his designee whether an individual tested positive or negative for a prohibited substance. The District's General Manager or his designee shall notify the employee of the result of any reasonable cause or post-accident test with a verified positive result, and advise the employee to contact the MRO within 24 hours to discuss the results. The District's General Manager or his designee shall immediately notify the MRO that the employee

has been notified to contact the MRO within 24 hours. The employee has 72 hours after learning of the verified positive test result to make a request to the MRO for re-analysis.

Individual Access to Test Results: Any employee who is the subject of a controlled substance and/or alcohol test conducted under this Policy shall, upon written request, have access to any records relating to his or her test.

Cost of Testing: The District will pay the full cost of any testing that it has requested of an applicant or employee.

Disciplinary Action: Employees found to have committed a prohibited activity as set forth above will be removed immediately from duty, and the employee will be subject to discipline in accordance with the District's Disciplinary Policy, up to and including termination of employment. Employees found to have an alcohol concentration of 0.04 or greater shall not return to work, and shall be immediately placed upon administrative leave without pay, pending consideration of disciplinary matters. Under no circumstances will such employee be permitted to work until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

Any employee who has engaged in conduct prohibited by this policy shall be subject to the following, in addition to any disciplinary action:

1. The District will advise the employee of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances;

(A) Depending upon the nature of the violation, and when the District does not terminate the employee, the District may also require any or all of the following:

- (1) The employee to undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance. Return-to-duty testing shall be conducted by the EAP/substance abuse professional; and/or
- (2) The employee shall be evaluated by a substance abuse professional, selected by the District, who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use.

If the substance abuse professional, designated by the District, determines that the employee needs assistance in resolving problems associated with alcohol misuse or controlled substance abuse, the employee must properly follow any rehabilitation program prescribed by the substance abuse professional, and the employee shall be subject to unannounced follow-up alcohol and controlled substances tests as determined by the substance abuse professional. The number and frequency of such follow-up tests shall be as directed by the substance abuse professional and shall consist of at least 6 tests in the first 12 months following the employee's return to duty. The follow-up tests may last up to 60 months from the date of the employee's

return to duty.

Any follow-up alcohol testing shall be conducted only when the employee's job duties include operating a motorized vehicle or heavy equipment, just before the employee is to operate a motorized vehicle or heavy equipment on behalf of the District, or just after the employee has ceased operating a vehicle or heavy equipment on behalf of the District. Follow-up tests for controlled substances may occur at any time while the employee is at work for the District. Any verified positive follow-up test result without adequate medical explanation will be grounds for termination of employment under the District's policy. The employee shall be responsible for all costs related to the substance abuse professional, follow-up testing and rehabilitation program;

Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. The District shall make reasonable efforts to keep requests by employees for such assistance confidential and reveal such information to other employees or management personnel only on a need-to-know basis or with the employee's consent. Such participation shall not relieve an employee of the obligation to follow the employer Policy regarding drug/alcohol use, possession or being under the influence on the job.

**Prior Notice of Testing Policy** The District shall provide a copy of its Drug and Alcohol Policy and any amendments thereto to all current employees following their adoption and to all new hires. The District will, periodically, remind employees regarding the provisions of the policy.

**Confidentiality** - All information from an employee's drug and alcohol test will be used for the sole purpose of determining whether the District's policy has been violated. Every effort will be made to ensure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those with a need to know (e.g., directly involved in taking the action, the employee's supervisor or persons who are involved in the disciplinary process). All reasonable steps shall be taken to keep the fact and the results of the test confidential.

**Training** - The District will provide employees with information regarding the importance of maintaining a drug and alcohol free workplace including:

1. the dangers of alcohol and drug abuse in the work place;
2. the District Drug and Alcohol Abuse Policy;
3. the availability of treatment and counseling for employees who voluntarily seek such assistance; and
4. the sanctions the District will impose for violations of its Drug and Alcohol Abuse Policy.

The District shall develop a program of training to assist supervisors in identifying factors which constitute reasonable cause for drug and alcohol testing.

**Grievance Procedure** - All disputes concerning the interpretation or application of this drug and alcohol abuse testing policy will be subject to the grievance procedure in this handbook or in the collective bargaining agreement, whichever is applicable.

**Certificate of Receipt** - Each employee is required to sign a statement certifying that he or she has received a copy of this policy. The District will maintain the original of the signed certificate and will provide a copy of the certificate to the employee if the employee so wishes.



## **DRUG TESTING POLICIES FOR DRIVERS (DOT)**

Every District employee who operates a commercial motor vehicle in interstate or intrastate commerce, and is subject to the State of California commercial driver's license requirements, is also subject to the Department of Transportation's ("DOT") regulations relating to alcohol and controlled substances use and testing. The following provisions apply to such drivers.

### **Administration of These Policies**

The District has designated its General Manager to answer employee questions about the District's alcohol and drug testing policies and procedures.

### **Definitions**

Driver means any person who operates a commercial motor vehicle on behalf of the District. This includes, but is not limited to: regularly-employed drivers; and casual, intermittent or occasional drivers.

Commercial Motor Vehicle means a motor vehicle or combination of motor vehicles which requires the driver to maintain a California Department of Motor Vehicles Class A and Class B driver's license.

Driver safety-sensitive functions include:

1. all time waiting to be dispatched, unless the driver has been relieved from duty by the District;
2. all time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. all driving time;
4. all time, other than driving time, in or upon any commercial motor vehicle;
5. all time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
6. all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Alcohol Use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Refusal to submit to an alcohol or controlled substances test means that a driver:

1. fails to provide adequate breath for alcohol testing, without a valid medical explanation;
2. fails to provide an adequate urine sample for controlled substances testing, without a genuine inability to produce a specimen (as determined by a medical evaluation); or
3. engages in conduct that clearly obstructs the testing process.

### **Prohibited Activities**

1. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having a blood-alcohol concentration of 0.04 or greater.
2. No driver shall possess alcohol while engaged in any safety-sensitive function.
3. No driver shall use alcohol while performing safety-sensitive functions.
4. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
5. No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable cause alcohol or controlled substances test, or a follow-up alcohol or controlled substances test.
6. No driver shall use alcohol within four hours of commencing to perform safety-sensitive functions.
7. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. No driver shall report for duty, remain on duty, or perform a safety-sensitive function, if the driver tests positive for controlled substances.

### **Types of Mandatory Testing**

Drivers are required by the DOT regulations to submit to an alcohol and/or controlled substances test, administered as set forth in the "Testing Procedures" section of this Policy, under the following circumstances:

**Pre-employment Testing** - Before a driver performs safety-sensitive functions for the first time for the District, the driver is required to undergo testing for alcohol/controlled substances at a laboratory designated by the District, and must receive a verified negative test result.

**Post-Accident Testing** - The District shall test each surviving driver for alcohol and controlled substances as soon as practicable following an accident if:

1. the accident involved the loss of human life; or

2. the driver receives a citation for a moving violation arising from the accident, if the accident involved bodily injury to a person who receives immediate medical treatment away from the scene of the accident, or involved one or more motor vehicles incurring disabling damage requiring the motor vehicle to be transported away from the scene.

Any driver involved in an accident shall notify his or her supervisor immediately concerning the accident, unless medically unable to do so. If the supervisor is not available, the driver should immediately report the accident to another District official. Any driver involved in an accident must remain readily available for such testing. The driver's failure to make himself or herself readily available shall be deemed a refusal to submit to testing, unless the delay is caused by the need to provide medical attention for persons injured by the accident, or to obtain necessary emergency medical care. After receiving notification by the driver concerning the accident, a supervisor or other District official shall notify the driver to report for a post-accident alcohol and controlled substance test, and the driver shall report immediately to the testing site as directed.

Random Testing Drivers shall be subject to random alcohol and controlled substances testing. A driver shall only be tested randomly for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions. A driver shall be subject to random testing for controlled substances at any time while the driver is employed by the District. The District shall select driver(s) at random on a periodic basis for testing and the selected driver(s) shall report immediately for testing as directed. If the driver is performing a safety-sensitive function other than driving at the time of notification, the driver may cease performance of the safety-sensitive function and proceed for testing as soon as possible.

Reasonable Cause Testing The District shall require a driver to submit to an alcohol and/or controlled substances test when the District has reasonable cause to believe that the driver has violated any prohibition of this policy concerning alcohol and/or controlled substances. Reasonable cause shall exist only when a supervisor or District official, who is trained in detection of drug use, articulates and can substantiate in writing specific behavioral, performance or contemporaneous physical indicators of being under the influence of drugs and alcohol. Cause is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The grounds for reasonable cause must be documented by the use of an Incident Report Form.

The following may constitute reasonable cause to believe that an employee is under the influence of drugs or alcohol:

1. Incoherent, slurred speech;
2. Odor of alcohol;
3. Staggering gait, disorientation, or loss of balance;
4. Red and/or watery eyes;
5. Paranoid or bizarre behavior;
6. Drowsiness.

The driver shall immediately report to the testing site as directed by the supervisor or District official. The supervisor or District official who has made the required observations shall make a written record of the observations leading to the testing within 24 hours of the observed behavior or before the test results are released, whichever is earlier.

Reasonable cause alcohol testing shall occur only if the supervisor or District official has made the required observations of the driver while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

If for some reason, the reasonable cause alcohol test cannot be administered within eight hours of the incident giving rise to the testing, the District reserves the right, under its own policies prohibiting employees from working under the influence of alcohol or other controlled substances, to take disciplinary action against the driver, including the termination of the driver's employment at the District. Under no circumstances will the driver be permitted to return to work until:

1. the driver undergoes an alcohol test as directed by the District and the driver's alcohol concentration measures less than 0.02; or
2. 24 hours have elapsed following the determination by the District that reasonable cause existed to believe the driver violated the prohibitions concerning use of alcohol.

Privacy in the Collection Process - Unless there is a reason to believe that the driver has previously altered a sample, or unless the driver agrees in writing, individuals shall be allowed to provide the required specimen in the privacy of a stall or otherwise partitioned area.

Return-to-Duty Testing and Follow-Up Testing - Although it is District policy that a driver who engages in prohibited conduct concerning controlled substances or alcohol will be subject to termination of employment, the District may permit the driver to return to work, at the District's sole discretion and if the District determines that extenuating circumstances exist. If the District permits a driver to return to work, the District shall comply with the DOT policies. At a minimum, before returning to duty after engaging in prohibited conduct concerning alcohol, the driver shall undergo a return-to-duty alcohol test at a laboratory designated by the District, and shall not be allowed to return to work unless the results indicate an alcohol concentration of less than 0.02. At a minimum, before returning to duty after engaging in prohibited conduct concerning controlled substances, the driver shall undergo a return-to-duty controlled substances test at a laboratory designated by the District, and shall not be permitted to return to work unless the driver receives a verified negative result.

In addition, as set forth below in the section entitled "Discipline, Evaluation, Training and Referral," the driver shall be evaluated by a substance abuse professional designated by the District. Following a determination by the substance abuse professional that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver must properly follow and complete any rehabilitation program prescribed by the substance abuse professional before being permitted to return to work. In addition, the driver will be subject to unannounced follow-up alcohol and/or controlled substances testing. The number and frequency of such follow-up tests shall be as directed by the substance abuse professional, and shall consist of at least 6 tests in the first 12 months following the driver's return to duty. The follow-up tests may last up to 60 months from the date of the driver's return to duty.

## **Testing Procedures**

At any of the times outlined above for mandatory testing, the District will direct an individual to submit to a urine test for controlled substances, or a breath test for alcohol. Testing for the presence of alcohol or controlled substances shall be done pursuant to federal law.

Chain of Custody - These are procedures to account for the integrity of each urine or blood specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. All DOT standards and procedures for Chain of Custody will be adhered to.

Laboratories - The District shall select the laboratory(ies) to perform the tests under this Policy. The laboratory(ies) shall be certified pursuant to applicable law.

Testing Procedures and Protocols - All DOT testing standards and protocols shall be followed. Procedures for collecting urine specimens shall allow individual privacy unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided. Any breath alcohol testing will be conducted in a location that affords privacy sufficient to prevent unauthorized persons from seeing or hearing test results.

Reporting and Review of Results - The laboratory will report the test results to a Medical Review Officer ("MRO") selected by the District. The MRO shall be a licensed physician responsible for receiving laboratory results generated by the District's testing program. The MRO interprets confirmed positive test results by examining alternate medical explanations for any positive test result. Prior to making a final decision to verify a positive test result for an individual, the MRO shall give the driver an opportunity to discuss the test result with him or her. The MRO will report to the District's General Manager or his designee whether an individual tested positive or negative for a prohibited substance. The District's General Manager or his designee shall make reasonable efforts to contact and notify the driver of the result of any random, reasonable cause or post-accident test with a verified positive result, whether the positive test result was for alcohol or a controlled substance, and notify the employee to contact the MRO within 24 hours to discuss the test results. The District's General Manager or his designee shall immediately notify the MRO that the driver has been notified to contact the MRO within 24 hours. The driver has 72 hours after learning of the verified positive test result to make a request to the MRO for re-analysis.

Individual Access to Test Results - Any driver who is the subject of a controlled substance and/or alcohol test conducted under this Policy shall, upon written request, have access to any records relating to his or her test.

## **Discipline, Evaluation, Training and Referral**

Drivers found to have engaged in a prohibited activity as set forth above will be removed immediately from duty, and the driver will be subject to discipline, including termination of employment due to the District's obligation to preserve the public safety and welfare.<sup>1</sup> The District may, at its sole discretion, take disciplinary action less than termination of employment. Any driver who has engaged in conduct prohibited by this policy shall also be subject to the following:

1. The District will advise the driver of the resources available in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances;
2. The driver shall be evaluated by a substance abuse professional, selected by the District, who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and controlled substances use; and
3. Drivers who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. The District shall make reasonable efforts to keep requests by drivers for such assistance confidential and reveal such information to other employees or management personnel only on a need-to-know basis or with the driver's consent. Such participation shall not relieve the driver of the obligation to follow the employer Policy regarding drug/alcohol use, possession or being under the influence on the job.

In the event the District does not terminate the employment of the driver, the driver shall be subject to the following before returning to duty:

1. The driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance; and
2. If the substance abuse professional, designated by the District, determines that the driver needs assistance in resolving problems associated with alcohol misuse or controlled substances abuse, the driver must properly follow and complete any rehabilitation program prescribed by the substance abuse professional, and the driver shall be subject to unannounced follow-up alcohol and controlled substances tests as determined by the substance abuse professional. The number and frequency of such follow-up tests shall be as directed by the substance abuse professional, and shall consist of at least 6 tests in the first 12

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<sup>1</sup> Drivers found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall not perform or continue to perform safety-sensitive functions, and shall immediately be placed upon unpaid administrative leave, until the start of the driver's next regularly-scheduled duty period, but not less than 24 hours following administration of the test.

months following the driver's return to duty. The follow-up tests may last up to 60 months from the date of the driver's return to duty. Any follow-up alcohol testing shall be conducted only when the driver is performing driver safety-sensitive functions, just before the driver is to perform driver safety-sensitive functions, or just after the driver has ceased performing driver safety-sensitive functions. Follow-up tests for controlled substances may occur at any time while the driver is employed by the District. Any verified positive test result without adequate medical explanation will be grounds for termination of employment under the District's policy. The driver shall be responsible for all costs related to the substance abuse professional and rehabilitation program.

**Grievance Procedure** - All disputes concerning the interpretation or application of this drug and alcohol abuse testing policy will be subject to the grievance procedure in this handbook or in the collective bargaining agreement, whichever is applicable.

**Certificate of Receipt** - Every driver who is covered by the federal alcohol and drug testing regulations as explained in these policies shall be provided with a copy of these policies. Each driver is required to sign a statement certifying that he or she has received a copy of these policies. The District will maintain the original of the signed certificate and will provide a copy of the certificate to the driver if the driver so wishes.

**HIRING OF MINORS**  
**FOR TEMPORARY FULL-TIME AND PART-TIME POSITIONS**

Except as set forth below, the District will accept applications from school age children of employees, as well as school age applicants from the general public, for temporary part-time or temporary full-time positions only. The following criteria will apply:

1. Children of Board members or Department Heads are ineligible.
2. Although not preferred, employees' children may work in the same department as their parent, but not under the parent's direct supervision.
3. Employees' children will not be given preference in the hiring process but will be evaluated together with other applicants.
4. If the District's employment of an employee's child creates problems of supervision, safety, security or morale, the District may, in its sole discretion, transfer that employee to another position if one is available for which the employee is qualified, or terminate the school-aged employee.



## **COMPENSATORY TIME OFF POLICY**

### **Definition**

Compensatory time off is scheduled time off taken (paid at the employee's regular rate) in lieu of receiving pay calculated at an overtime rate for overtime hours worked. Non-scheduled overtime hours worked (e.g., work of an emergency nature) will be paid in cash and not in compensatory time off.

### **Eligibility**

Only non-exempt regular employees are eligible for compensatory time off. All Department Heads, and administrative and professional positions exempt from the District's Overtime policy are specifically excluded from compensatory time off eligibility.

### **Approval**

Use of earned compensatory time off must be approved in advance by the appropriate Department Head. Approval will be subject to the work load within the department and time off will be scheduled accordingly.

### **Accrual**

Compensatory time shall be subject to a maximum accrual of 40 hours and employees are encouraged to take it within one year of the time earned.

### **Rate**

Compensatory time off will be accrued at the rate of time and one-half for each hour of overtime worked (i.e., hours exceeding 40 hours per week.)

## **OVERTIME POLICY**

Due to the vital public necessity nature of District work, overtime work may occasionally be required of full-time and part-time employees. All District employees who are not exempt under the Fair Labor Standards Act (i.e., in positions other than certain executive, administrative and professional positions), are entitled to overtime compensation for hours worked in excess of forty (44/36 hours per week for employees on a 9/80 work schedule) in a workweek. A workweek commences at 12:01 a.m. on Sunday and ends at midnight the following Saturday. The total hours claimed on the employee's time sheet shall be rounded up to the nearest quarter hour.

### **Scheduled Overtime**

Scheduled overtime work is defined as work required outside of the employee's regular work hours (in excess of forty hours per week, 44/36 hours per week for employees on a 9/80 work schedule), which work is assigned with at least twelve hours advance notice. Compensation for scheduled overtime work shall be 150% of the employee's regular hourly rate (time and one-half pay). Compensatory time off may be granted in lieu of pay for scheduled overtime if requested in advance by the employee and approved by the Department Head. Compensatory time off shall be granted on the basis of one and one-half hours for each hour of overtime worked. Time spent traveling from the employees' home to the job site shall be compensated only if the employee is directed to report straight to the job site, and then only to the extent that travel time to the job site exceeds travel time to the District yard.

### **Non-Scheduled Overtime**

Non-scheduled overtime work is defined as emergency work required outside of the employee's regular work hours (in excess of 40 hours per week, 44/36 hours per week for employees on a 9/80 work schedule) which is assigned with less than 12 hours advance notice. The first 2 hours of non-scheduled overtime work per day shall be compensated at 150% of the employee's regular hourly rate (time and one-half pay). Non-scheduled overtime work in excess of 2 hours shall be compensated at 200% of the employee's regular hourly rate (double time pay). Non-scheduled overtime work shall include reasonable time to travel one way from the employee's home to the District yard (or to the job site if the employee is so directed) for any additional trips required over and above the employee's normal commute requirement. The minimum time claimed for non-scheduled overtime work including travel time shall be one hour. Compensatory time off may not be earned in lieu of pay for non-scheduled overtime work.

## **Maximum Working Hours and Fatigue Time**

No employee shall be required to work in excess of sixteen (16) consecutive hours. In emergency circumstances, this limit may be exceeded on a short-term basis. Employees having worked twelve (12) consecutive hours or more will be allowed a minimum of eight (8) consecutive hours off (also known as "rest period" or "fatigue time" as referred to in this section), with no deduction from the employee's leave balances, before an additional work assignment.

Time Off Based on Unscheduled Overtime. Employees will be granted a paid rest period for unscheduled overtime (OT) as follows without affecting their normal pay:

1. If OT worked is 4 hours or more and ends within 8 hours of the start time for the next regular shift, the employee shall return to regular shift 8 hours after work assignment ends. If return time is within 3 hours of the end of the regular shift, the employee does not return to next regular shift.
2. OT that starts within 4 hours of the start of the regular shift shall be held over and shall report to work for regular shift and will be released after a total of 10 hours is worked (OT plus regular hours).
3. Employee who would otherwise be released from work under this provision may be held over or called back in to work during the normal shift hours to respond to an immediate or emergency situation. If this occurs, hours worked during the "fatigue time" period will be paid at time and one-half.

Qualification for a paid rest period under this provision is based on actual hours worked and not on minimum call back hours recorded as OT.

Employees shall not receive fatigue time if: (i) the overtime is completed more than eight hours prior to the start of their next regularly scheduled shift, or (ii) employees are called out to perform overtime work within four (4) hours of the start of their next regularly scheduled shift, or (iii) they are assigned to continuous operations.

Fatigue time must be taken during the first or last part of the next regularly scheduled workday coinciding with the time taken. Employees receiving fatigue time shall notify their immediate or after-hours supervisor at the completion of the overtime work, if possible, or a minimum of one (1) hour before the start of their next regularly scheduled shift when their fatigue time will be taken.

Supervisory approval must be obtained to work through a rest period. During normal working hours that approval can be obtained through the immediate supervisor or above. After normal working hours, approval must be obtained from the on-call supervisor. If an employee elects to work through their rest period, they will continue to be paid at the applicable overtime rate until they are relieved from work, at which time they will be given a rest period consistent with the provisions of this Side Letter Agreement.

Employees will be allowed to use vacation or CTO in lieu of returning to work. Time off will not be unreasonably denied.

## **EXAMPLES**

- Employee's normal work shift is from 7 a.m. to 3:30 p.m. with a 1/2-hour lunch break.
- Employee is called back to work at 9 p.m. and works until 2 a.m. Employee is released from work until 10 a.m. (8 hours).

- Employee's normal work shift is from 7 a.m. to 3:30 p.m. with a 1/2-hour lunch break.
- Employee is called back to work at 7 p.m. and works until 11 p.m. Employee will return to work at the beginning of his or her regular shift.
- Employee's normal work shift is from 7 a.m. to 3:30 p.m. with a 1/2-hour lunch break.
- Employee is called back to work at 11 p.m. and works until 5 a.m. Employee is released from work until 1 p.m. (8 hours). However, because there are fewer than 3 hours left in employee's regular shift, he or she need not return to work.
- Employee's normal work shift is from 7 a.m. to 3:30 p.m. with a 1/2-hour lunch break.
- Employee is called back to work at 4 a.m. Employee will continue working at the start of his or her shift and will be released from work at 2 pm. (after 10 hours).

**Meetings and Conferences and Trainings**

Attendance at, and travel time associated with, meetings, conferences, training sessions, etc., may qualify for overtime compensation, consistent with the law.

**Advance Approval Required**

Except for pre-delegated emergency response work, any overtime work performed by an employee must be approved in advance by the Department Head. Pre-delegated emergency response work is work that is performed in responding to an emergency which cannot be anticipated in advance, but which work is authorized in advance by a general written delegation authority.

**Exempt Employees**

Certain executive, administrative and professional positions, as noted below, are exempt from the provisions of this policy and are not entitled to overtime compensation. The positions job descriptions will identify whether or not a position is exempt or non-exempt.

**List of Exempt Positions**

The following executive, administrative and professional positions are exempt from the District's overtime policy as noted above:

- |   |                                    |
|---|------------------------------------|
| General Manager                         | Chief Engineer                     |
| Auditor-Controller                      | Water Quality Supervisor           |
| HR/Safety Manager                       | Associate Engineer                 |
| Operations/Maintenance Superintendent   | Assistant Engineer (if registered) |
| Construction/Maintenance Superintendent | District Secretary                 |

**Call-Out Pay for Employees Receiving Housing Assistance**

Employees who receive District housing assistance are subject to call-out as a condition of receiving housing assistance. In the event the employee receiving assistance is an "office" or

"non-field" employee (i.e., an employee who does not turn a wrench in the field on a regular basis) the rate of pay for call-out work will be based upon the Laborer salary range. Such non-field employees are to receive pay for call-out work based upon their current salary step (six-month, merit, etc.) in the Laborer classification.

**Meal Reimbursement Policy**

Employees who perform non-scheduled overtime work in excess of four consecutive hours shall receive additional compensation of \$14.00 in lieu of a meal reimbursement for each consecutive four hours of non-scheduled overtime worked. Said additional compensation will be paid with the next regular payroll subsequent to the overtime event.

## North Marin Water District

**POLICY: On-Call and Stand-by Duty**

**BOARD POLICY NUMBER: 26**

Original: 2006

Last Review: 09/04/15  
Date Approved: 09/15/15

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### **Purpose**

The purpose of the on-call and stand-by duty program is to provide immediate attention to water and sewer system problems that occur at times other than during normal working hours.

### **Duties**

#### *On-Call*

The duties of the on-call District employees are to respond to all after-hours calls and to resolve all problems as simply and quickly as possible. On-call personnel are expected to resolve problems over the telephone, via computer, in the field and/or to call other District personnel when assistance is needed as appropriate. On-call personnel must possess Distribution Operator certification.

#### *Stand-By*

The duties of the stand-by District employees are to respond to the on-call personnel request for assistance on holiday weekends as defined below. Stand-by duty begins at 3:30PM the day before the holiday weekend and ends at 7:00AM on the first working day after the holiday weekend. Stand-by personnel are to resolve problems or make facilities safe and secure for completion during the next regular business day. Stand-by Construction crews may include up to 3 employees from the positions of Pipeline Foreman, Heavy Equipment Operator, Pipe Worker, Pipeworker Assistant, Laborer, Field Service Representative, and **Operations/Maintenance or other full-time regular Distribution Operator certified, trained** employees, at the determination of the Construction/Maintenance Superintendent.

Stand-by will be assigned on the following holiday weekends:

1. New Year's (**holiday, December 31 (half day) and** January 1 **or** when New Year's Day falls on a Friday, **Saturday, Sunday or** Monday).
2. Martin Luther King Holiday (3<sup>rd</sup> weekend in January)
3. President's Day (3<sup>rd</sup> weekend in February)
4. Memorial Day weekend (last Monday in May)

5. Independence Day weekend when July 4<sup>th</sup> falls on a Friday, **Saturday, Sunday or Monday**.
6. Labor Day weekend (1<sup>st</sup> Monday of September)
7. Thanksgiving weekend (4<sup>th</sup> Thursday & Friday in November)
8. Christmas (**holiday, December 24 (half day and** December 25 **or** when Christmas Day falls on a Friday, **Saturday, Sunday or Monday**).

The on-call and stand-by employees must be available at all times while serving this duty. This means the employee must:

1. Remain within **30** miles of the District office.
2. Remain within range of the cell phone signal.
3. On-call employee responds to calls from the answering service or automated alarm system within 15 minutes of receiving the call.
4. Stand-by employee responds to calls from on-call employee within 15 minutes of receiving call.

*Construction and Maintenance on-call and stand-by duty* is **required of all Construction/Maintenance personnel except the Superintendent. Any other** regular, full-time employee of the District that resides within **30** miles of the District, and is Distribution Operator certified, trained and capable of performing the required duties, is eligible, **to voluntarily serve on-call and stand-by duty**, subject to the approval of his/her Department Head and the Construction/Maintenance Superintendent. The weekly **on-call** assignment (3:30PM Tuesday to 7:00AM the following Tuesday) is rotated among the approved on-call duty employees in accordance with a schedule approved by the Construction/Maintenance Superintendent. Substitutions for the Construction and Maintenance on-call duty may be made between on-call personnel with other employees on the schedule with the prior consent of the Construction/Maintenance Superintendent or a Construction Department Foreman. The employee on the schedule shall be responsible to notify the front desk and the answering service of the substitution. Substitutions should be made only when absolutely necessary.

*Operations/Electrical Mechanical (Ops/EM) on-call and stand-by duty* is required of the Distribution Collection System Operator, the Water Distribution & Treatment Plant Operators, and the Electrical Mechanical section personnel and will be rotated in accordance with a schedule approved by the Operations/Maintenance Superintendent. Substitutions for the Ops/EM on-call duty may be made between on-call personnel with other employees on the schedule with the prior consent of the **Distribution/Treatment Plant Supervisor**. The employee on the schedule shall be responsible to notify the front desk, Lab, Treatment Plant On-call personnel and the Construction and Maintenance on-call personnel. The personnel in this

program may utilize a District supplied laptop computer to remotely access the Operations SCADA.

*Lab* on-call and stand-by *duty* is required of the Lab personnel and will be rotated in accordance with a schedule approved by the Water Quality Supervisor. Substitutions for the Lab on-call and stand-by duty may be made between Lab personnel with other employees on the schedule with the prior consent of the Water Quality Supervisor. The employee on the schedule shall be responsible to notify the front desk, Treatment Plant, Ops/EM, Construction, and Maintenance on-call personnel.

*Consumer Services on-call duty* is required of the Field Service Representatives (FSR) on those nights (typically Wednesday) when water service has been discontinued for non-payment. The on-call duty will be rotated in accordance with a schedule approved by the Consumer Services Supervisor. Substitutions for the on-call duty may be made between the FSRs with the prior consent of the Consumer Services Supervisor.

### **Compensation**

On-call and stand-by employees are paid on a daily or weekly basis for serving on-call or stand-by duty. The compensation rates are on file with the Auditor-Controller and adjustments to these rates will be consistent with any adjustments to the District Salary Schedule.

With the prior approval of the Operations/Maintenance Superintendent, Ops/EM employees may **take** 3 hours of **compensating** time off in lieu of each day of weekend or holiday on-call duty served.

The on-call or stand-by duty compensation is payment for all on-call or stand-by duty service except for time when the employee must respond in the field. If the assigned on-call or stand-by duty service employee must respond in the field or is called in to work, overtime shall be paid in accordance with the District's overtime policy.

**Lab and Consumer Services** on-call duty is scheduled overtime which regularly occurs. Lab and Consumer Services on-call duty may be cancelled at any time (**when no scheduled work is required**) by the respective supervisor (Water Quality or Consumer Services) resulting in no on-call compensation for the cancelled on-call duty.

Revisions: 2006, 05/13, **09/15**



## **CELLULAR PHONE USE POLICY**

### **Use**

Cellular phones ("cell phones") are provided as a tool in the conduct of District business. Cell phones should be used only when necessary to meet the requirements of the job. Employees are responsible for managing the cost effectiveness of cell phone use by utilizing the most economical communications available for the situation. Use the radio or a landline when available and appropriate. Employees who use a District cell phone are required to review bills on a monthly basis. Department Heads will also review bills of their staff on a monthly basis and work with employees to make sure that use is appropriate and economical. Employees using a personal cell phone for business purposes may be reimbursed for business related calls with the submission of the invoice detailing the business calls, minutes and associated charges.

### **Personal Calls**

Use of District cell phones for personal calls/texts is prohibited except in clearly urgent situations (such as when unexpectedly being required to work past the normal end of a shift) when no other telephone is available. The cost to ratepayers for personal calls is improper use of the employees' time.

### **Cell Phone Use Texting While Driving**

In no event (except as described below for hands-free devices for incoming calls only) should any cell phone be used while driving or operating equipment (CA SB1475 and 1613).

Outgoing calls. Drivers and operators of equipment must make calls/texts from a parked position in a safe location. For vehicle drivers, this includes navigating safely to a well-lit area and parking a safe distance from the road, such as parking spaces, parking lots and rest stops.

Incoming calls. Drivers and operators of equipment should not accept incoming calls/texts while driving. Incoming calls should be picked up by the voice mail function. Once in a safe location, per above, incoming calls/texts may be retrieved and responded to. If a driver has been provided by the District with a hands-free device, it is permissible to accept an incoming call while driving.

Drivers should not make calls, retrieve messages, text or check text messages while stopped at traffic lights, stop signs, while waiting in traffic or other locations that are part of travel patterns. Any employee who is operating a District vehicle and is in a driving accident and found to be using any cell phone at/near the time of the accident will be subject to the District's disciplinary policy.

### **Violation of Policy**

Violation of this Policy may constitute just cause for disciplinary action up to and including termination of employment.

**(STAFF POLICY NUMBER: 4)**

## **COMPUTER USE POLICY**

### **Purpose**

This policy governs the use of computers by North Marin Water District (NMWD or District) employees to ensure appropriate use and District compliance with all legal requirements pertaining to computer use, acquisition and installation.

### **Scope**

This policy applies to computers and all documents and data contained in or recoverable either electronically or in hard copy from such tools used by NMWD.

This policy applies to all computers provided by NMWD and includes computers, computer peripherals, software, laptops, palmtops, tablets, smart phones, storage media, electronic mail (e-mail), voice mail, internet access, online information services, and any other type of computerized electronic equipment, as well as computers used on NMWD's property for NMWD's business purposes.

### **Policy**

NMWD's computers may only be used for its business purposes, except for incidental use during an employee's unpaid lunch period and before or after work as set forth below. It is the policy of NMWD to provide computers to District employees as necessary to adequately perform their assigned duties. During work hours, except during an employee's unpaid lunch period, these computers may not be used for personal purposes or any other purposes unrelated to NMWD's business. Personal use of District computers during the regular work day is prohibited. Employees may make incidental use of their District computer for personal reasons before or after their regular work day. Employees shall have no expectation that the information they access, convey, create, file, send or store on NMWD computers, whether during or outside of work hours, will be confidential or private. At no time shall NMWD property including computers be used for commercial purposes outside the scope of NMWD business.

NMWD reserves the right to monitor, copy and/or retrieve the computer files, e-mail, voice mail, or any type of electronic file of any employee, without notice, for purposes, including, but not limited to; obtaining business-related information; investigating violations of this or any other NMWD policy, including, theft, disclosure of confidential business or proprietary information, using the system for personal reasons during work hours, or for monitoring work flow or productivity.

Activity reports will be generated from time to time and will include detailed information concerning computer use by NMWD employees.

## **Use of Computers**

### **A. Computer Software**

All software installation on the file server or Personal Computer hard drives will be coordinated through the Auditor-Controller (the A.C). No District software will be copied for use outside of the District, unless it is legal to do so, and coordinated through the A.C. All software that resides on any of NMWD's computers must be licensed to NMWD. Employees' personal software programs may be installed on NMWD's computers only after receiving advanced approval from the the A.C. Employees understand that data, files, messages and information on NMWD's computers, servers, or voice mail may be subject to disclosure, either as "public records" or pursuant to discovery in litigation.

### **B. Online Information Service Use**

Use of online information services, such as the Internet, shall be accessed on NMWD computers only through the internet service provided by NMWD. Personal access to online information is permitted on a limited and incidental basis only during an employee's unpaid lunch period and before or after an employee's regular work day. Personal access to any internet content of a sexual nature is strictly prohibited. All software on the Internet should be considered copyrighted work. Therefore, employees are prohibited from downloading or modifying any such software without the permission of the A.C. and the copyright holder. External connections to NMWD's internal network are not permitted unless expressly authorized by the Department Head and the A.C.

### **C. E-mail**

Electronic mail addressed to, generated by, or received on NMWD's computers or servers is the property of the NMWD. When using District e-mail, the employee is acting as a representative of NMWD, and should act accordingly so as not to damage the reputation of The District. Confidential financial or customer data should not be sent via e-mail. Employee medical, personal, or financial information must never be divulged by e-mail or other tools and storage media. Incidental personal use of the District's email system is permitted but should be kept to a minimum, comply with all other provisions of this policy and not include any personal broadcast emails. The standard for a minimal amount of messages will be established at the discretion of the Department Head or supervisor.

### **D. Information Retrieval**

Information or files deleted by an end-user from electronic media may not be permanently deleted from the system. Employees understand that it is possible to recover end user deleted computer files, deleted e-mail, deleted voice mail messages, or any other deleted digital data at any time.

### **E. Virus Protection**

NMWD computers have virus protection software installed; however, no virus protection software package will detect every possible virus. Employees should assume that any media from outside the District (diskettes, CD's, zip disks, Internet E-mail attachments, files downloaded from the web, etc.) could contain a virus. Unsolicited files should be extremely suspect. Do not open any file with which you have any concern or suspicion. Report immediately to the A.C. any detected virus or abnormal computer activity after receiving any media from outside the District.

#### F. Passwords

The District requires passwords to access computer-based systems. These passwords, with a login ID, represent a specific individual to the system for security purposes. No employee should attempt to login as another individual. Passwords should be complex enough so that they cannot be easily duplicated. A combination of numbers, letters, and characters is recommended. Passwords must not be shared or compromised. If you suspect your password has been compromised, contact the A.C. for instructions on how to change your password immediately.

#### G. Use During Public Meetings

During District Board meetings or public committee meetings the computers will be used solely to access the District meeting materials for the current or previous meetings. Pursuant to the Ralph M. Brown Act, the use of technology hardware, including cell phones, smart phones, tablets, notebooks, computers, and other similar devices, by District staff to access the internet, receive or send phone calls, texts, emails or other types of electronic communication, during a public meeting, is not permitted.

### **Allowable Uses of Computers**

Allowable uses of computers for NMWD's business purposes include the following:

- A. Facilitating performance of job functions;
- B. Facilitating communication of information within NMWD;
- C. Coordinating meetings of individuals, locations and resources of the NMWD;
- D. Communicating with outside organizations as required in order to perform assigned job duties.

### **Prohibited Uses of NMWD's Computers**

Prohibited uses of NMWD computers include, but are not limited to, the following:

- A. Using the computer systems for any unlawful purpose, such as in violation of copyright or patent rights or for criminal purposes;
- B. Transmitting confidential financial or customer data or confidential personnel or medical information concerning other NMWD employees;

- C. Displaying, downloading or transmitting material, images, messages or cartoons that are sexually explicit or that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs;
- D. Displaying, downloading or transmitting messages or images that are threatening, derogatory, defamatory, obscene or otherwise inappropriate;
- E. Soliciting others for commercial or personal financial gain (including chain letters, sale of personal property, etc), political or religious lobbying, outside organizations, or other not job-related matters;
- F. Intentionally disrupting network traffic or crashing the network and connected systems (for example, sabotaging, intentionally introducing a computer virus);
- G. Accessing or attempting to access others' accounts or files without authorization and with no substantial business purpose;
- H. Vandalizing the data of another user;
- I. Forging electronic mail messages;
- J. Wasting system resources (for example, downloading unneeded files or images, "spamming" e-mail, and storing unneeded files);
- K. Using computers inappropriately, in a way deemed by NMWD to violate the intended purpose of this computer use policy.

### **Violations of Policy**

Violations of this policy shall result in disciplinary action, and may include termination, pursuant to the District's personnel policies.

(STAFF POLICY NUMBER: 40)

## **DRIVER'S LICENSE OFFENSES POLICY**

Effective January 1, 2007, the California State Legislature enacted changes to the California Vehicle Code imposing stricter penalties for Class A and C driver DUI violations, and for Class A driver moving violations. Following are disciplinary guidelines for District supervisory staff to follow:

1. Employees whose job responsibilities include driving must immediately inform the District of any driving infraction that may jeopardize the status of their driver's license. An employee who knowingly withholds information regarding suspension of or restriction to their driver's license is subject to immediate termination of employment.
2. Suspension or restriction of a driver's license required for the employee's job may be grounds for disciplinary action, including termination of employment. If the suspension or restriction is due to a disability, the District will consider whether or not the suspension/restriction can be reasonably accommodated.

All employees who drive in the course of their job duties are subject to these disciplinary guidelines.

1. **Minor issue with driver's license (such as letting insurance expire) not involving a license suspension** – Employee will use vacation and/or floating holiday leave to correct DMV issue. Employee may be subject to oral or written warning depending on nature of the issue.
2. **DMV suspension due to a medical condition** - District will endeavor to work with the employee to accommodate the condition depending on District business needs at the time.

The remainder of this policy deals with DMV suspensions for other than medical conditions.

3. **DMV suspension of driver's license of one week or less** – Employee may be subject to disciplinary suspension from work without pay for up to one day. Depending on District business needs at the time, and if it is the employee's first offense, the employee may be assigned work duties not requiring a driver's license during the DMV suspension period. If the District is unable to accommodate the employee in a non-driving capacity, the employee will not be permitted to work and may use any accrued vacation or floating holiday leave until the driver's license is reinstated.
4. **DMV suspension of driver's license of more than one week and less than or equal to one month** - Employee may be subject to disciplinary suspension from work without

pay for up to one week. Depending on District business needs at the time, and if it is the employee's first offense, the employee may be assigned work duties not requiring a driver's license during the DMV suspension period. If the District is unable to accommodate the employee in a non-driving capacity, the employee will not be permitted to work and may use any accrued vacation or floating holiday leave until the driver's license is reinstated. No accommodation will be made for second or subsequent offenses.

5. **DMV Class A driver's license suspension greater than one month** - Employee will be demoted to a position that does not require a Class A license, if the employee is able to obtain a Class C driver's license. If the employee is unable to obtain a Class C driver's license, the employee may be subject to disciplinary action ranging from a one month suspension from work without pay up to termination of employment.
6. **DMV Class C driver's license suspension greater than one month** - Employee may be subject to disciplinary action ranging from a one month suspension from work without pay up to termination of employment.
7. **Second or subsequent driver's license suspension** - Employee may be terminated, depending on the length of suspensions, and the time between suspensions.

Employees who wish to challenge the level of discipline herein may do so by utilizing the grievance procedure outlined in the Employee Handbook and the SEIU Memorandum of Understanding.

(STAFF POLICY NUMBER: 26)

## **PAYDAY NOTICE**

District employees are paid semi-monthly. The pay periods are the 1<sup>st</sup> through the 15<sup>th</sup> and the 16<sup>th</sup> through the last day of each month. Employees must accurately complete and submit timesheets to the Accounting Department on the 15<sup>th</sup> and last day of the month, or if those days fall on a weekend or holiday, timesheets will be submitted the day before.

Payday is on the 5<sup>th</sup> and 20<sup>th</sup> of each month. If the 5<sup>th</sup> and/or 20<sup>th</sup> of the month fall on a weekend or holiday, payday will be the prior business day. Payday exceptions are made only for employees who have been terminated by the District. Employees who resign will receive final paychecks on the same schedule as continuing employees.

Employees on direct deposit will have their funds available in their individual bank accounts on payday or, many times, the day before. Existing employees are encouraged to enroll in direct deposit, and all new employees shall enroll in direct deposit. A new employee who is either opposed or unable to enroll in direct deposit may appeal this requirement to the General Manager.

## **PERSONAL PHONE CALLS POLICY**

Incoming personal phone calls should be kept to a minimum during office hours. All personal callers should use your 4-digit extension rather than go through the receptionist. Out-going personal calls should be made during breaks and lunch hours. Cell phones are the preferred method for personal calls. Use of District telephone for private business is not appropriate.

(STAFF POLICY NUMBER: 19)



## **DISTRICT VEHICLES TAKEN HOME POLICY**

**PURPOSE:** To ensure that all vehicles owned by the District are utilized in the most efficient, economical, practical and reasonable manner.

**POLICY:** All District vehicles and equipment shall be used exclusively for the conduct and/or execution of District business and operated by District employees. Use of District vehicles taken home is authorized only in accordance with A. and B. below. Non-Employee passengers shall be allowed in District vehicles only for the purpose of conducting District Business.

### **A. GUIDELINES**

1. District vehicles are for official purposes only in the performance of employee job responsibilities.
2. Employees are to minimize use of District vehicles in any manner that may be perceived as “private use.” However, employees may occasionally make intermediate stops to conduct personal business and in so doing shall comply with the District’s Drug and Alcohol Abuse Policy.
3. Authorization for use of vehicles for home-to-work transportation on a regular basis shall be determined by the District General Manager considering the following:
  - a. Employees whose duties are critical functions that frequently involve emergency work and are regularly subject to call-outs as first responders.
  - b. Employees whose response to a District facility to procure a vehicle (with or without specialized equipment) would significantly delay response to an emergency.
  - c. Department Heads, Supervisors or employees who frequently need to use District vehicles outside normal working hours to perform work assignments.
  - d. Employees whose work duties periodically require that they begin or end the workday at locations other than their permanent reporting locations.
4. A Department Head may authorize the temporary use of a vehicle to an employee for transportation to and from work and home in connection with non-recurring exceptional work circumstances as follows:
  - a. In the event of a disaster.
  - b. Approaching winter storms.
  - c. Long weekends.
  - d. Pick up parts, materials and supplies.
  - e. Meetings, conferences and training.
  - f. Reporting directly to a field location for specific project work.
5. A Department Head may authorize the temporary use of a vehicle to an employee for transportation to and from home for those that don’t normally drive to work (bicyclers, bus riders, carpoolers, van poolers and walkers) and need to get home in an emergency.
6. District vehicles shall not be driven home or to a restaurant for lunch unless the lunch stop is part of a District business meeting with persons other than District employees; except that field employees may use assigned vehicles for lunch breaks providing:
  - a. The frequency and time duration of the event, including travel time, conforms

to the terms of the Employee Handbook regarding work hours lunch time, and

- b. Access to the employee's personal vehicle, as a substitute for utilization of a District vehicle is not cost effective or practical for the District; and one field crew employee is designated to drive to one location to purchase meals for that crew's members.
7. Vehicles authorized to be taken home are assigned to specific District employees in accordance with Section A. 3 within the positions listed in Section B. The position itself is not assigned a vehicle to be taken home. Annually or upon change in an assigned employee working status or residence location, the District General Manager shall review the vehicles authorized to be taken home as listed in Section B and make adjustments thereto.

**B. VEHICLES AUTHORIZED TO BE TAKEN HOME ARE LISTED BELOW:**

1. Employees assigned On-Call responsibility (first responders).
2. Construction/Maintenance Superintendent
3. Distribution & Treatment Plant Supervisor.
4. Maintenance Supervisor
5. Construction Foremen
6. Employee residing in District's West Marin residence
7. Operations/Maintenance Superintendent
8. Field Service Representative when necessary to answer evening turn off calls (usually Wednesdays).

(BOARD POLICY NUMBER: 32) revisions 1997, 2009, 05/2013, 07/2015

## GUARANTEED RIDE HOME POLICY

The *Guaranteed Ride* is available for all District employees. The *Guaranteed Ride* is a free ride home for those who carpool, ride the bus, bicycle, walk, or get dropped off to work and need to get home in an **emergency**\* or for local medical appointments. This is like an insurance policy - it will take the fear out of leaving your car at home. If you need to use the *Guaranteed Ride* see your Supervisor, Department Head or Maintenance Superintendent to obtain a vehicle and schedule its return.

\*An emergency is any of the following situations: accidents; sudden illnesses, situations adversely affecting the individual or their immediate family members, catastrophes, (e.g., fire, flood, robbery) causing extensive damage or loss to an individual's home or its contents; vehicle breakdowns (e.g., carpool, bicycle); carpool driver is unavailable due to an emergency; and theft of bicycle or vehicle.

(STAFF POLICY NUMBER: 11)

## **SAFETY POLICY**

### **Purpose**

It is the policy of North Marin Water District to provide a healthy and safe working environment. To attain this goal an active safety program will be supported by all: management, supervisors and every employee.

### **Responsibilities**

The Safety Director, designated by the General Manager, has overall responsibility for the establishment, promotion, and enforcement of rules, regulations and procedures as may be required by CAL/OSHA, other applicable safety laws, and good practice. Responsibilities include the following:

Department Heads are responsible for safety performance and compliance within their department.

Supervisors and foremen are responsible for providing safety instruction and insisting that all safety rules are followed by all employees under their supervision and taking appropriate action to ensure compliance. Supervisors and foremen must report all unsafe conditions or practices observed or brought to the attention of the Department Head.

All employees are required to follow all safety rules and regulations and to bring unsafe conditions or practices to the attention of their supervisor or foreman.

The Safety Committee shall be made up of at least one member of each safety unit – Administration, Engineering, Construction/Maintenance, Operations, and WQ Lab/Field Administration. It will be the responsibility of the Safety Committee to make recommendations to the Safety Director to ensure an active, viable program is maintained.

The District Safety Coordinator works under the direction of the Safety Director in support of the District Safety Program.

### **Reporting and Record Keeping**

All State or Federal reporting requirements will be maintained and filed as legally required, including, but not limited to, Cal-OSHA "Public Agency Log of Occupational Injuries and Illnesses" which shall be posted between February 1 and March 1 inclusive annually. The District Secretary is responsible for maintaining all files related to Worker's Compensation Insurance claims.

Records on initial safety orientation and subsequent training will be kept in the employee personnel file.

## **HARASSMENT POLICY**

### **Purpose**

In compliance with the Fair Employment and Housing Act (FEHA), it is the policy of the District to create, maintain and ensure a working environment free from harassment by providing procedures to (1) prevent and (2) resolve harassment concerns perceived and/or proven to exist.

### **Definition of Harassment**

#### **Verbal Harassment**

For example: epithets, derogatory comments or slurs on the basis of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, sexual preference, age, gender identity, gender expression or any other characteristic protected by law.

#### **Physical Harassment**

For example: assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at any individual on the basis of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, sexual preference, age, gender identity, gender expression or any other characteristic protected by law.

#### **Visual Forms of Harassment**

For example: derogatory posters, notices, bulletins, cartoons, or drawings on the basis of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, sexual preference, age, gender identity, gender expression or any other characteristic protected by law.

#### **Sexual Harassment**

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which is expressly or implicitly conditioned upon employment or an employment benefit, and/or interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment. Sexual harassment of District employees, customers, or applicants for employment or District services constitutes sex discrimination, and is prohibited.

### **District Requirements**

The District will conspicuously post notice that harassment or discrimination in employment because of gender, race, color, ancestry, religion, creed, national origin, medical

disability, age, marital status, or any other characteristic protected by law, or because of a request for family and medical care leave or for pregnancy disability leave or for any other leave required by law is prohibited by law.

This policy applies to all phases of the employment relationship, including recruitment, testing, hiring, promotion/demotion, layoff, termination, rates of pay and benefits.

Moreover, it is the stated policy of the North Marin Water District to prevent and prohibit harassment in the workplace or in work-related situations. Any employee found to have acted in violation of said policies shall be subject to appropriate disciplinary action including possible discharge.

Each employee shall receive the Department of Fair Employment and Housing (DFEH) information sheet (attached) which identifies: (1) the illegality of sexual harassment; (2) the definition of sexual harassment under applicable state and federal law; (3) a description of sexual harassment, including examples; (4) legal remedies and complaint process available through DFEH; and (5) protection from retaliation.

District employees seeking redress under this policy should make their harassment complaints known as provided below. District employees are hereby placed on notice that delay in reporting can prevent or complicate efforts to take prompt and effective corrective action.

### **Procedures/Responsibilities**

All District employees and elected officials have the responsibility to:

1. receive, read, understand and comply with the District's harassment policy and procedures for handling harassment matters;
2. refrain from using actions or words that would be considered harassment; and refrain from creating an offensive work environment;
3. take appropriate actions to prevent and address possible harassment activities, including the following:

Any employee, who believes she or he has been harassed, or exposed to an offensive work environment due to actions or words of another employee or group of employees, should take the following steps:

1. if comfortable doing so, tell the harasser(s) that such behavior is offensive, unwanted and unwelcome, and should cease;
2. if not comfortable doing so, immediately report the complaint to her or his supervisor and/or to any Department Head and/or to the General Manager.
3. report observations of harassment to their immediate supervisor, their Department Head or the General Manager immediately.

District Department Heads and Supervisors have the additional responsibility to:

1. inform their staff that harassment behavior is unacceptable;
2. make sure that all of their employees receive, read, understand and comply with the District's harassment policy and procedures for handling harassment matters;
3. immediately inform the General Manager of any harassment issues or complaints regardless of the complainant's stated desire to pursue or not to pursue the matter;
4. upon direction from the General Manager, take prompt and corrective action, up to and including recommendation of dismissal in accordance with the applicable provisions of the District's Disciplinary Policy;
5. prohibit retaliation against an employee or applicant for employment because they have filed a harassment complaint;
6. maintain a record/file of both verbal and written complaints and actions.
7. District supervisors shall at all times maintain a heightened awareness of the "Definition of Harassment" under this policy, as well as their responsibility, and that of the District, to provide a productive working environment free from harassment.

District's General Manager has the additional responsibility to:

1. provide that all harassment complaints are promptly investigated;
2. provide a discreet, thorough, and fair investigation;
3. meet with the complainant, when appropriate, to discuss the District's conclusions following the investigation; and
4. ensure a timely resolution to the complaint, and take any appropriate actions as a result of the investigation.



## SEXUAL HARASSMENT

The mission of the Department of Fair Employment and Housing is to protect the people of California from unlawful discrimination in employment, housing and public accommodations, and from the perpetration of acts of hate violence.

### ***The Facts About Sexual Harassment***

The *Fair Employment and Housing Act* (FEHA) defines sexual harassment as harassment based on sex or of a sexual nature; gender harassment; and harassment based on pregnancy, childbirth, or related medical conditions. The definition of sexual harassment includes many forms of offensive behavior, including harassment of a person of the same gender as the harasser. The following is a partial list of types of sexual harassment:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Actual or threatened retaliation
- Leering; making sexual gestures; or displaying sexually suggestive objects, pictures, cartoons, or posters
- Making or using derogatory comments, epithets, slurs, or jokes
- Sexual comments including graphic comments about an individual's body; sexually degrading words used to describe an individual; or suggestive or obscene letters, notes, or invitations
- Physical touching or assault, as well as impeding or blocking movements

### ***Employers' Obligations***

All employers must take the following actions against harassment:

- Take all reasonable steps to prevent discrimination and harassment from occurring. If harassment does occur, take effective action to stop any further harassment and to correct any effects of the harassment.



- Develop and implement a sexual harassment prevention policy with a procedure for employees to make complaints and for the employer to investigate complaints. Policies should include provisions to:
  - Fully inform the complainant of his/her rights and any obligations to secure those rights.
  - Fully and effectively investigate. The investigation must be thorough, objective, and complete. Anyone with information regarding the matter should be interviewed. A determination must be made and the results communicated to the complainant, to the alleged harasser and, as appropriate, to all others directly concerned.
  - Take prompt and effective corrective action if the harassment allegations are proven. The employer must take appropriate action to stop the harassment and ensure it will not continue. The employer must also communicate to the complainant that action has been taken to stop the harassment from recurring. Finally, appropriate steps must be taken to remedy the complainant's damages, if any.
- Post the Department of Fair Employment and Housing (DFEH) employment poster (DFEH-162) in the workplace (available through the DFEH publications line, [916] 478-7201 or Web site).
- Distribution an information sheet on sexual harassment to all employees. An employer may either distribute this pamphlet (DFEH 1985) or develop an equivalent document that meets the requirements of Government Code section 12950(b). This pamphlet may be duplicated in any quantity. **However, this pamphlet is not to be used in place of a sexual harassment prevention policy, which all employers are required to have.**
- All employees should be made aware of the seriousness of violations of the sexual harassment policy and must be cautioned against using peer pressure to discourage harassment victims from complaining.
- Employers who do business in California and employ 50 or more part-time or full-time employees *must* provide at least two hours of sexual harassment training every two years to each supervisory employee and to all new supervisory employees within six months of their assumption of a supervisory position.
- A program to eliminate sexual harassment from the workplace is not only required by law, but is the most practical way for an employer to avoid or limit liability if harassment should occur despite preventive efforts.

### **Employer Liability**

All employers, regardless of the number of employees, are covered by the harassment section of the FEHA. Employers are generally liable for harassment by their supervisors or agents. Harassers, including both supervisory and non-supervisory personnel, may be held personally liable for harassing an employee or coworker or for aiding and abetting harassment.

Additionally, the law requires employers to take "all reasonable steps to prevent harassment from occurring." If an employer has failed to take such preventive measures, that employer can be held liable for the harassment. A victim may be entitled to damages, even though no employment opportunity has been denied and there is no actual loss of pay or benefits.

In addition, if an employer knows or should have known that a **non-employee** (e.g. client or customer) has sexually harassed an employee, applicant, or person providing services for the employer and fails to take immediate and appropriate corrective action, the employer may be liable for the actions of the non-employee.

An employer might avoid liability if:

- the harasser is not in a position of authority, such as a lead, supervisor, manager or agent;
- the employer had no knowledge of the harassment;
- there was a program to prevent harassment; and
- once aware of any harassment, the employer took immediate and appropriate corrective action to stop the harassment.

### **Filing a Complaint**

Employees or job applicants who believe that they have been sexually harassed may file a complaint of discrimination with the DFEH within **one year** of the harassment.

DFEH serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail, the Department may file a formal accusation. The accusation will lead to either a public hearing before the Fair Employment and Housing Commission or a lawsuit filed by DFEH on behalf of the complaining party.

If the Commission finds that discrimination has occurred, it can order remedies including:

- Fines or damages for emotional distress from each employer or person found to have violated the law
- Hiring or reinstatement
- Back pay or promotion
- Changes in the policies or practices of the involved employer

Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with DFEH and a Right-to-Sue Notice has been issued.

For more information, see publication DFEH-159, "Guide for Complainants and Respondents."

For more information, contact the DFEH toll free at:  
**(800) 884-1684**

Sacramento area & out-of-state at **(916) 478-7200**

TTY number at **(800) 700-2320**  
or visit our website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov)

*In accordance with the California Government Code and ADA requirements, this publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability. To discuss how to receive a copy of this publication in an alternative format, please contact DFEH or the numbers above.*



**State of California**  
Department of Fair Employment & Housing

## **POLICY AGAINST VIOLENCE IN THE WORKPLACE**

The North Marin Water District (District) expects that interaction between employees and with customers and individuals contacted in the course of business shall be conducted with civility. The safety and security of employees is of primary importance to the District and the objective of this Policy is to preserve a violence-free workplace for all employees. The following behavior will not be tolerated while on District property or while performing work for the District:

1. Threats against District employees, customers, visitors, or other individuals;
2. Threatening or aggressive behavior towards District employees, customers, visitors, or other individuals;
3. Acts of violence against District employees, customers, visitors, or other individuals.

Violation of this policy by District employees will lead to disciplinary action, up to and including, termination of employment.

Any person who makes threats of violence, exhibits threatening or aggressive behavior, or engages in violent acts on District property or while conducting District business, shall be removed from the premises as quickly as safety permits, and shall remain off District premises pending the outcome of an investigation. The District will investigate the situation and initiate an appropriate response, which may include, but is not limited to disciplinary action including: termination of employment, bringing criminal charges against the person or persons involved, or any other action deemed appropriate by the District.

No existing District policy, practice or procedure is intended to prohibit any District employee from preventing a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

### **Obligation to Report**

Every District employee has an obligation to immediately report any violence or threat of violence at work or in a work-related situation against any co-worker, supervisor, manager, Director, visitor, or any other individual. This report should be made as quickly as possible – in person, by paging system, radio, or telephone – regardless of the time of day or night that the threat or violence occurs. Reports should be made to either the general manager, department head, and to most senior supervisor on site. Supervisors and department heads have the duty

to inform the general manager of the report. If the situation warrants, the Novato Police Department or Marin County Sheriff shall also be notified.

### **Confidentiality**

To the extent possible, an employee reporting an act of violence or the threat of violence will be accorded confidentiality. However, identities of individuals making such reports may be revealed when required during the course of an investigation or when discipline results from such reports. Investigation records will be held in the strictest confidence, to the extent permitted by law. The privacy rights of all parties involved in an investigation will be protected to the extent possible.

### **Retaliation**

Employees reporting actual or perceived threats in good faith will not be subject to harassment or retaliation. Whether or not discipline results from an investigation of a reported instance of violence, the District does not condone retaliation of any kind against a reporting employee. Employees observing acts of retaliation or behavior suggestive of retaliation must report this to a department head or to the general manager. All employees are assured that they may report an actual, or threatened, act of violence or participate in any investigation under this Policy without fear of retaliation by the District, by a supervisor, or by another employee.

Any reports made under this Policy must be factual and based upon witnessed events, without assuming or guessing about motives, reasons, intentions, or making other subjective observations about an employee's behavior. Making false or malicious statements about other employees is against District policy and may result in disciplinary action.

### **At Work, Or In A Work-Related Situation, District Employees Must:**

1. Never make a threat, not even as a "joke." All threats will be considered serious and may result in discipline, up to and including termination of employment.
2. Never engage in an act of violence. Any such conduct will result in disciplinary action, up to and including termination.
3. Immediately report any threat or act of violence to your supervisor, the department head, general manager, or any member of management.
4. Never bring a weapon to work or on District property. Under this Policy, "weapon" includes firearms, a fixed blade knife or knives greater than three and one-half inches in length (except where clearly required by your job and as authorized and approved in writing by your supervisor), explosives, hazardous materials, or any item that could be reasonably be defined as a weapon.

5. Learn to recognize the early warning signs of possible impending violence listed below. If you see any of them, report it immediately to your supervisor, department head, general manager, or any member of management.
6. Written materials that promote violence or display weapons will not be brought to the District nor be received by the employee at work via U. S. mail, email, or other means. If the employee receives such material at work the employee has the responsibility to make sure their name is removed from such mailing lists.

### **Early Warning Signs Of Possible Impending Violence**

1. Any explicit or implicit threat to or about a co-worker, a supervisor or manager, or the District; especially threats of bodily injury, death, or physical damage to property.
2. Any statement expressing identification with, support for or endorsement of, or commenting favorably upon, a recent event or perpetrator of violence.
3. Any employee expressing an overwhelming concern that he or she is being persecuted by a supervisor, manager, co-worker, or the District.
4. Any employee who is involved in a physically abusive relationship with another person, or who has made threats of violence.
5. Anyone other than an authorized law enforcement officer, carrying a weapon on District premises, or in the course of doing business for or with the District.

### **Training**

All employees, including managers and supervisors, shall be trained on general workplace violence prevention issues and on the specifics of this Policy. Training shall be provided when this Policy is first implemented and periodically thereafter. Training shall also be provided to new employees upon hire. Additional training will be provided to all employees whenever the District is made aware of new or previously unrecognized hazards, or whenever a change to this Policy is deemed necessary. The District may also conduct additional training for managers and supervisors, so they can better deal with potentially violent situations. Records of all training performed will be maintained a minimum of three years.

Training may include, but is not limited to, the following:

1. Explanation of the District's Workplace Violence Prevention Policy, including measures for reporting any violent acts or threats of violence.
2. Recognition of workplace security hazards including the risk factors associated with workplace violence.
3. Measures to prevent workplace violence, including procedures for reporting workplace security hazards or threats, to managers and supervisors.
4. Suggested ways to defuse hostile or threatening situations.

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