



**PERSONNEL POLICIES AND PROCEDURES**

**Adopted June 1, 1991**

**Amended December 4, 2003  
Via Resolution 763-03**

**Amended November 26, 2007  
Section 9.05**

**Amended September 11, 2008  
Section 10.07**

**Updated November 24, 2009**

**Updated January 9, 2012  
Section 10.01 & 10.07**



**SECTION 1. DEFINITIONS.**

**1**

**SECTION 2. GENERAL PROVISIONS.**

**3**

- 2.01. Adoption: ..... 3
- 2.02. Purpose: ..... 3
- 2.03. Prior Policies Repealed: ..... 3
- 2.04. Violation of Personnel Policy: ..... 3
- 2.05. Non-Discrimination: ..... 3
- 2.06. Amendment: ..... 3
- 2.07. Fair and Equal Employment Opportunity: ..... 3
- 2.08. Security Codes, Identification Cards and Keys: ..... 4
- 2.09. Standard of Conduct: ..... 4
- 2.10. Supplemental Rules: ..... 4
- 2.11. Manager's Authority: ..... 4
- 2.12. Statutory Provisions: ..... 4
- 2.13. Copy of Rules: ..... 4
- 2.14. Outside Employment: ..... 4

**SECTION 3. HIRING PROCEDURES.**

**5**

- 3.01. Selection Procedures: ..... 5
- 3.02. Eligibility: ..... 5
- 3.03. Application: ..... 5
- 3.04. Disqualification: ..... 5
- 3.05. Filling Vacancies: ..... 5
- 3.06. Appointment: ..... 6
- 3.07. Examination: ..... 6
- 3.08. Notification of Examination Results and Review of Papers: ..... 6
- 3.09. Immigration Law Compliance: ..... 6
- 3.10. Disability Accommodation: ..... 7

**SECTION 4. EMPLOYMENT.**

**7**

- 4.01. Working Hours: ..... 7
- 4.02. Attendance: ..... 7
- 4.03. Personnel Changes ..... 8
- 4.04. Classifications: ..... 8
- 4.05. Probationary and Regular Employees: ..... 8
- 4.06. At-Will Employees: ..... 9

**SECTION 5. INVOLUNTARY TERMINATION OF EMPLOYMENT/ CHANGE IN STATUS.**

**9**

- 5.01. Dismissal, Suspension or Demotion: ..... 9
- 5.02. Involuntary Resignation for Cause: ..... 10

5.03. Involuntary Termination (Lay-Off): ..... 10

5.04. Procedures for Lay-Off:..... 10

5.05. Recall:..... 11

**SECTION 6. VOLUNTARY TERMINATION OF EMPLOYMENT/ RESIGNATION. 11**

**SECTION 7. BENEFITS ELIGIBILITY: 11**

**SECTION 8. COMPENSATION: 11**

8.01. Paydays:..... 11

8.02. Method of Calculation: ..... 11

8.03. Responsibility for Payroll Preparation:..... 11

8.04. Overtime Pay: ..... 12

8.05. Salary Schedule: ..... 12

8.06. On-Call Pay: ..... 12

8.07. Payroll Deductions: ..... 13

8.08. Performance-based Evaluation Process: ..... 13

8.09. Salary Review Process:..... 13

8.10. Position Review Process:..... 14

**SECTION 9. LEAVES OF ABSENCE. 16**

9.01. Sick Leave: ..... 16

9.02. Medical Leaves of Absence for Non-Occupational Disabilities. .... 17

9.03. Medical Leaves of Absence for Occupational Disabilities. .... 22

9.04. Other Leaves Without Pay. .... 23

9.05. Authorized Leaves. .... 23

**SECTION 10. INSURANCE. 24**

10.01. Flexible Benefits Plan:..... 24

10.02. Pool Expenses Reimbursement:..... 25

10.03. Life Insurance: ..... 25

10.04. Health Plan Insurance: ..... 25

10.05. Dental Insurance: ..... 25

10.06. Vision Insurance: ..... 25

10.07. Retirement, Disability and Death Benefits: ..... 25

10.08. Standard and Long-Term Disability Insurance ..... 25

**SECTION 11. VACATIONS. 25**

11.01. Vacations: ..... 25

11.02. Approval: ..... 26

11.03. Earned Vacation: ..... 26

11.04. Bi-Weekly..... 26

11.05. Adjustments: ..... 26

11.06.	Accumulated Vacation Time: .....	27
11.07.	Termination: .....	27
11.08.	Vacation as Sick Leave:.....	27
11.09.	Holidays During Vacation: .....	27
11.10.	New Employees:.....	27
<b>SECTION 12. HOLIDAYS.</b>		<b>27</b>
12.01.	Fixed Holidays:.....	28
12.02.	New and Terminating Employees:.....	27
12.03.	Weekend Holidays:.....	28
12.04.	Friday Holiday:.....	28
<b>SECTION 13. REIMBURSEMENT.</b>		<b>28</b>
13.01	Use of Private Vehicle:.....	28
13.02.	Tools, Uniforms and Equipment:.....	28
13.03.	Other Incidental Expenses:.....	28
13.04.	Expense Vouchers: .....	28
13.05.	Educational Assistance: .....	28
<b>SECTION 14. ATTENDANCE AT CONFERENCES AND MEETINGS.</b>		<b>29</b>
<b>SECTION 15. PETTY CASH.</b>		<b>29</b>
<b>SECTION 16. USE OF CREDIT CARDS.</b>		<b>30</b>
16.01.	Authorization: .....	30
16.02.	Responsible Party: .....	30
16.03.	Official Business:.....	30
<b>SECTION 17. WORK PERFORMANCE.</b>		<b>30</b>
17.01.	Conduct/Dress Code: .....	30
17.02.	Attendance: .....	30
17.03.	Confidentiality and Non-Disclosure: .....	31
17.04.	Use of Phone and Mail Systems: .....	31
17.05	Computer and Email Usage: .....	31
17.06	Internet Usage:.....	32
17.07.	Sexual and Other Unlawful Harassment:.....	34
17.08.	Drug and Alcohol Use: .....	35
<b>SECTION 18. PERSONNEL RECORDS.</b>		<b>36</b>
18.01.	Inquiries:.....	35
18.02.	References: .....	36
18.03.	Inspection: .....	36
18.04.	Retention:.....	36

18.05. Medical Files: ..... 36

18.06. Removal:..... 36

**SECTION 19. GRIEVANCES. 37**

19.01. Process:..... 37

19.02. Representation: ..... 37

**SECTION 20. DISCIPLINARY ACTIONS AND APPEAL PROCEDURE. 37**

20.01. Suspensions, Demotions, Reduction in Salary and Dismissal: ..... 37

20.02. Cause for Suspension, Demotion, Reduction in Salary, Dismissal..... 37

20.03. Rules: ..... 37

20.04. Complaint Procedures:..... 38

20.05. Notice of Proposed Action..... 38

20.06. Limitations and Exceptions: ..... 39

20.07. Order of Disciplinary Action: ..... 39

20.08. Appeal Procedure: ..... 39

20.09. Hearing Procedure: ..... 40

**SECTION 21. FRAUD POLICY. 42**

21.01. General: ..... 42

21.02. Responsibilities:..... 43

21.03. Agency Funds: ..... 43

21.04. Conflict of Interest: ..... 43

21.05. Outside Activities, Employment and Directorships:..... 44

21.06. Relationships with Contractors and Suppliers: ..... 44

21.07. Conflict of Interest and Disclosure Code:..... 44

21.08. Gifts, Entertainment and Favors: ..... 44

21.09. Kickbacks and Secret Commissions: ..... 44

21.10. Agency Records:..... 44

21.11. Confidentiality: ..... 44

21.12. Reporting of Fraudulent Activity:..... 45

**Appendix A**

**MEDICAL EXPENSE REIMBURSEMENT POLICY AND PROCEDURES**

**Appendix B**

**EDUCATIONAL REIMBURSEMENT FORM**

## SECTION 1. DEFINITIONS.

- 1.01. **Agency:** The Mojave Water Agency.
- 1.02. **Anniversary Date:** The date on which an employee originally commences employment with the Agency.
- 1.03. **Applicant:** An individual who has completed and submitted an application for employment with the Agency.
- 1.04. **Appointment:** The offer to and acceptance by a person of a position, either on a regular or temporary basis.
- 1.05. **At-Will Employees:** Employees subject to Section 4.06 of the Agency's Personnel Policies and Procedures.
- 1.06. **Authorized Agency Employees:** This constitutes department heads and supervisors.
- 1.07. **Classification:** Classes of positions defined by class specifications including title, which groups all positions with similar duties and the equitable schedules of compensation (range) within the same class.
- 1.08. **Demotion:** A reassignment to a less responsible position for cause.
- 1.09. **Department:** A major administrative branch of the Agency involving a general line of work, with one or more employees under the charge of one or more individuals known as department heads.
- 1.10. **Department Head:** The manager of an Agency department.
- 1.11. **Disciplinary Action:** The discharge, demotion, reduction in pay, suspension and oral or written reprimand of an employee.
- 1.12. **Discharge:** Involuntary termination of employment with the Agency.
- 1.13. **Eligible Employee:** A regular employee who has completed his probationary period.
- 1.14. **Employee:** A person who is legally occupying a position in the Agency's service or who is on an authorized leave of absence from such position.
- 1.15. **Exempt Employee:** An employee who is paid a predetermined amount each pay period for his or her general value of service rather than on an hourly basis for work performed, and the salary is not subject to reduction because of variations in the quality or quantity of the work performed or the number of days or hours actually worked, and who has supervisory and management responsibilities and the ability to exercise discretionary authority over other employees.<sup>1</sup>

---

<sup>1</sup> And as defined by the U.S. Department of Labor in Section 13(a)(1) of the Fair Labor Standards Act as defined by Regulations, 29 CFR Part 541.

- 1.16. General Employee:** Any employee of the Agency except those employees specifically designated as at-will employees under the Agency's Personnel Policies and Procedures.
- 1.17. Grievance:** A complaint or disagreement with how the rules and regulations affect an employee or a group of employees.
- 1.18. Grievance Procedure:** The systematic means by which an employee may obtain consideration of a grievance.
- 1.19. He/His:** All references in this document to "he" and "his" shall also apply to "she" and "her."
- 1.20. Hourly Employee:** An employee who is appointed to work on an hourly basis as required by the Agency, not to exceed nineteen (19) hours in any work week.
- 1.21. Leave of Absence:** Paid or unpaid leave granted to an employee at the discretion of the General Manager.
- 1.22. Military Leave:** Leave on official orders for the purpose of active military duty.
- 1.23. Performance Evaluation:** A review and evaluation of an employee's performance and capabilities in the employee's authorized position by the employee's immediate supervisor or department head.
- 1.24. Probationary Employee:** An employee who has not yet passed his or her probationary period.
- 1.25. Probationary Period:** A specific 12 month period during which the employee is required to demonstrate his fitness for the duties of the position to which the employee has been appointed by actual performance of these duties.
- 1.26. Promotion:** Advancement to a higher salary range, with an increase in responsibility.
- 1.27. Regular Employee:** An employee working forty (40) hours per week or more.
- 1.28. Regular Part-Time Employee:** An employee who regularly works less than forty (40) hours per week.
- 1.29. Related Person:** Any person related by blood, marriage, or adoption to a current Agency employee.
- 1.30. Resignation:** Voluntary separation from the Agency by an employee.
- 1.31. Temporary Employee:** An employee assigned to a limited period of employment of one year or less, which may be on a full-time or part-time basis, as determined by the Agency.
- 1.32. Termination:** Separation of an employee without prejudice.



- 1.33. Work Week:** The Agency works a 9-80 work week, which equals four (4) days at nine (9) hours per day, and eight (8) hours on the fifth day (Friday), with nine (9) hours per day for four (4) days on the alternating weeks. For overtime purposes, a work week shall begin at the mid-point of the alternating Friday's worked.

## **SECTION 2. GENERAL PROVISIONS.**

- 2.01. Adoption:** Whereas, the Board of Directors of the Agency desires to provide and maintain a system of official rules concerning pay and personnel administration for its employees, it adopts the following amendments to the Personnel Policies and Procedures.
- 2.02. Purpose:** The purpose of this Personnel Policies and Procedures manual is to provide guidance in the application of a fair personnel management policy which promotes the efficient and economical delivery of Agency services. This manual does not create any contract of employment, express or implied, or any rights in the nature of a contract
- 2.03. Prior Policies Repealed:** In the event that the terms and provisions of this Personnel Policies and Procedures manual are inconsistent or in conflict with the terms and provisions of any prior Agency personnel policy and procedures, resolutions, or rules and regulations governing the same subject, the terms of this Policies and Procedures Manual shall prevail, and such inconsistent or conflicting provisions or prior resolutions, rules and regulations, etc. are hereby repealed.
- 2.04. Violation of Personnel Policy:** Violation of these Personnel Policies and Procedures as adopted shall constitute grounds for rejection or for suspension, demotion, discharge or other disciplinary action deemed appropriate in the discretion of Agency management.
- 2.05. Non-Discrimination:** The Agency shall comply with applicable Federal and State laws governing fair employment practice and equal opportunity. The Agency shall not discriminate for or against any person based on race, creed, color, religion, national origin, sex, age, political opinion, disability, medical condition, marital status or sexual orientation.
- 2.06. Amendment:** Subject to the applicable requirements of Government Code Section 3500 et seq., these rules may be amended at any time by action of the Agency's Board of Directors. Employees will be notified of such changes in writing and they will be posted on the Agency bulletin board.
- 2.07. Fair and Equal Employment Opportunity:** It is the policy of the Agency to employ, retain, promote, terminate, and otherwise treat all employees and job applicants on the same basis of merit, qualifications and competence. This policy shall be applied without regard to any individual's sex, race, color, religion, national origin, ancestry, pregnancy, age, marital status, medical condition or physical handicap.

- 2.08. Security Codes, Identification Cards and Keys:** Keys to Agency facilities and related security access codes will be issued to employees so designated by the General Manager or his designee. Keys are the property of the Agency and shall be surrendered to the Agency prior to extended leave of absence and/or upon termination or resignation and prior to receiving payment of salary due at termination or resignation. Employees shall be required to immediately report lost or stolen identification cards to the Agency's Human Resources Department.
- 2.09. Standard of Conduct:** It is the policy of the Agency to provide a neutral work environment free from discrimination, including unwelcome sexual overtures and advances. Agency employees are expected to adhere to a standard of conduct that is respectful and courteous to all persons. All employees are to be treated with respect, courtesy and tact. Conduct that is personally offensive to others will not be tolerated. Abusing the dignity of anyone through ethnic, sexist or racial slurs or other derogatory or objectionable conduct may be cause for disciplinary action. Included in this area of offensive behavior are suggestive remarks, physical advances or intimidation.
- 2.10. Supplemental Rules:** These rules do not preclude the General Manager from developing and administering supplemental personnel rules and regulations, as long as they do not conflict with these rules or other Agency resolutions and ordinances.
- 2.11. Manager's Authority:** The General Manager is hereby authorized to make such administrative decisions as are necessary to implement these personnel rules and expedite Agency services.
- 2.12. Statutory Provisions:** The Board of Directors is the governing body of the Agency and shall exercise all of its powers as provided for in California Water Code Appendix Sections 97-9 through 97-11 and Government Code Section.
- 2.13. Copy of Rules:** A copy of this Personnel Policies and Procedures manual shall be made available to each employee of the Agency, and a copy shall be placed on file with the Agency.
- 2.14. Outside Employment:** Employees may be allowed to work in off-duty jobs if such secondary employment is annually reported to the Agency along with the following requirements via the "**EMPLOYEE REPORT ON OUTSIDE EMPLOYMENT**" (this form can be found under \\frodo\public\forms\templates\personnel):
- A. Such secondary activities will not, either directly or indirectly: (1) be incompatible and/or conflict with the duties or interests of the Agency nor carry over into the employee's regular duties with the Agency; (2) adversely affect the employee's ability to perform Agency duties; (3) be in conflict or in competition with the business of the Agency; (4) involve any financial interest in any contract, sale, or transaction to which the Agency is a party; or (5) involve work which is subject to review by the employee in their official capacity or by any other Agency employee or official. Such outside

- employment does not adversely affect the employee's ability to perform Agency duties.
- B. Before the employee's acceptance thereof, employee must first advise the Agency's General Manager in writing of the intent and receive authorization in writing from the General Manager.
  - C. Should the employee violate any of the requirements set forth herein, said violation may be cause for discipline, up to and including termination, in addition to any other grounds for discipline.
  - D. The incompatibility or conflict may arise from a number of factors, including but not limited to, the following: either the time of the outside activities and their possible effect upon the employee's availability for Agency employment; the nature of the outside activity, which might give rise to an actual or possible conflict of interest or incompatibility of office, or to a public belief that a conflict of interest may exist; or the nature of the outside activities causing sufficient fatigue or hazard so as to reduce the prospects of availability for Agency employment when and as needed and in proper physical condition to perform the duties required. In interpreting this condition, it shall be recognized that certain Agency positions require the availability of employees at times additional to their normal hours of employment.
  - E. In addition to the foregoing, the employee shall at all times comply with all applicable provisions of the Agency's Conflict of Interest Code and Personnel Policies and Procedure, the requirements of Government Code Section 1090, and all other applicable provisions of law.

### **SECTION 3. HIRING PROCEDURES.**

- 3.01. Selection Procedures:** The General Manager shall appoint each employee. The General Manager shall establish selection procedures, which shall ensure the employment of the best qualified applicants, including such factors as education, experience, skills, knowledge, personal qualifications and potential for growth.
- 3.02. Eligibility:** All persons considered for employment with this Agency shall be qualified to perform the duties of the position for which they are considered.
- 3.03. Application:** Application shall be made on forms provided by the Agency, which shall comply with all applicable laws.
- 3.04. Disqualification:** The General Manager shall reject any applicant who does not have the minimum qualifications required for the position or who has made any false statement of any material fact in his application.
- 3.05. Filling Vacancies:** When a regular vacancy occurs in an authorized position, the General Manager or his designee may attempt, whenever reasonable, to fill the vacant position with an existing Agency employee who is both qualified for the position and willing to accept the employment change. When the General

Manager deems it better not to fill the vacancy with an Agency employee, the General Manager may fill the vacancy with a person who is not an Agency employee. The General Manager may determine that it is in the Agency's best interest to leave the position vacant. This section shall not be construed to limit in any way the General Manager's right to hire the most qualified person available to fill any vacancy.

- 3.06. Appointment:** The General Manager may make an appointment based on a personal interview with the applicant, using his best judgment as to the applicant's ability, experience and adaptability to the position for which they are applying.
- 3.07. Examination:** Prospective employees offered a position with the Agency shall be required to complete a pre-employment physical examination. Such examination shall be performed by a licensed physician or qualified medical professional chosen by the Agency without cost to the prospective employee. The prospective employee shall be required to complete a medical history questionnaire and a medical records release to facilitate the physical examination at the Agency's preferred doctor's office. The physician will indicate the employee's fitness for employment on the physical examination form. In the event the physical examination is not completed prior to the employee's scheduled start date, only a tentative appointment may be made. The prospective employee will also be required to undergo a urinalysis for drug screening purposes. Prospective employees will also be subject to a limited background check, including the job applicant's criminal history as it relates to (1) convictions for crimes that are (i) relevant to the employment position sought and (ii) not within the statutorily-excluded classes, and (2) arrests for which the applicant is out on bail or on his or her own recognizance pending trial. Final appointment will be contingent on a satisfactory physical examination and background-check results and a negative result on drug screening urinalysis. Qualified disabled employees shall be reasonably accommodated.
- 3.08. Notification of Examination Results and Review of Papers:** Each candidate in an examination shall be given written notice of the result thereof upon request.
- 3.09. Immigration Law Compliance:** The Agency is committed to employing only United States citizens and aliens who are authorized to work in the United States, and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Agency within the past three years, or if their previous I-9 is no longer retained or valid.

Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

**3.10. Disability Accommodation:** The Agency is committed to complying fully with the Americans with Disabilities Act (ADA) and the California Department of Fair Employment and Housing statutes and regulations to ensure equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

- A. Assistance with Application: Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Upon request, assistance is available in completing job applications. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.
- B. Reasonable Accommodation: Reasonable accommodation is available to all disabled employees where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.
- C. Compensation: Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.
- D. Compliance: The Agency is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. The Agency will follow any State or local law that provides individuals with disabilities greater protection than the ADA. This policy is neither exhaustive nor exclusive. The Agency is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable Federal, State, and local laws.

## SECTION 4. EMPLOYMENT.

**4.01. Working Hours:** General office hours of the Agency shall be from 7:30 a.m. to 5:30 p.m., Mondays through Thursdays, and Fridays from 7:30 a.m. to 4:30 p.m., except holidays. Every other Friday the office will be closed. **The standard workweek is 9 hours per day up to 40 hours per week.**

**4.02. Attendance:**

- A. Employees shall make every effort to schedule personal appointments outside their working hours.
- B. The Agency will maintain records of employee attendance for the purpose of identifying critical and chronic attendance problems which may require corrective action.

- C. Employee attendance will be reviewed and considered by each supervisor when considering an employee's annual performance evaluation.

#### **4.03. Personnel Changes:**

- A. All actions affecting an employee's position, classification, salary, work department or payroll deductions shall be accomplished by completion of an **"Employee Change Form."** A copy of said form will be supplied at (\\Frodo\public\forms\templates\personnel forms) as well as in the Finance Department.
- B. It is the responsibility of each employee to promptly notify the Agency of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, educational accomplishments, individuals to be contacted in the event of an emergency, and other such status reports should be accurate and current at all times.

#### **4.04. Classifications:** All appointments shall be under one of the following types:

- A. Regular Full-Time: Employee will work the standard forty (40) hour week and receive compensation and benefits as herein provided.
- B. Regular Part-Time: Employee works less than the normal forty (40) hour workweek, but on a regular basis. Compensation and benefits are proportionate to that received for full-time work. However, vision, dental and life insurance coverage's are available in full proportion that received by normal full-time employees. Part-time employees are subject to the same standards of performance as normal full-time employees. Part-time employees are subject to all company policies, such as confidentiality, off-duty conduct, conflict of interest, discrimination, harassment, use of facilities, etc.
- C. Temporary Full-Time: Employees who hold a position which has been authorized by the Agency for only a limited period of time or for the duration of a specified project. Temporary full-time employees shall be employed as if for normal employment, and on appointment shall be given written notice of the limited nature of their employment and of the fact that they shall not earn the right to employment past the period authorized. Temporary full-time employees shall receive the same fringe benefits as normal full-time employees.
- D. Temporary Part-Time: If employees work on an hourly basis as required by the Agency, no benefits such as vacation, sick leave or vacation accrue, nor is vision, dental or life insurance available.

#### **4.05. Probationary and Regular Employees:** All original appointments of employees shall be subject to a probationary period of twelve (12) months, which can be extended an additional 12 months if deemed necessary by the General Manger. A probationary employee may be dismissed without cause at any time during the probationary period. An employee who serves the required

probationary period in a satisfactory manner shall be classified as a regular employee and shall be subject to dismissal only for cause.

- 4.06 At-Will Employees:** Notwithstanding anything herein to the contrary, temporary employees, hourly employees, and probationary employees are at-will employees of the Agency who serve at the pleasure of the Agency's General Manager and may be disciplined, suspended, dismissed, given a reduction in pay, and/or terminated from their positions at any time by the General Manager without cause or prior notice and without any right of appeal. The General Manager is an at-will employee of the Agency who serves at the pleasure of the Agency's Board of Directors and may be disciplined and/or terminated from his or her position pursuant to the terms of his or her employment agreement with the Agency.

## **SECTION 5. INVOLUNTARY TERMINATION OF EMPLOYMENT/ CHANGE IN STATUS.**

- 5.01. Dismissal, Suspension or Demotion:** The continued employment of general employees is contingent upon proper performance of assigned duties and personal fitness. All general employees may be demoted, suspended or dismissed for cause following pre-termination proceedings as set forth in Section 20 of these Personnel Policies and Procedures and/or as otherwise required by law. The following list contains examples of conduct that may lead to the imposition of discipline, including possible dismissal, suspension or demotion. Examples of impermissible conduct that may lead to disciplinary action are identified below to promote understanding of what is considered unacceptable conduct; however, it is impossible to provide an exhaustive list, and the following list is not intended to be a complete list.
- A. Unsatisfactory performance.
  - B. Insubordination, failure to obey Agency policies and procedures.
  - C. Unexcused and/or repeated tardiness or absenteeism.
  - D. Persistent discourteous treatment of the public or of fellow employees or other willful failure of good conduct tending to injure the public service.
  - E. Evidence establishing careless conduct or willful disregard for the health and welfare of employees.
  - F. Falsifying or making erroneous entries or material omissions on an employment application or other Agency records.
  - G. Mishandling, misappropriation or unauthorized removal or possession of the funds and/or property of the Agency and/or any co-worker.
  - H. Conviction of any felony or misdemeanor involving moral turpitude or dishonesty.

- I. Using, possessing or being under the influence of alcohol or unlawful drugs while on duty, while on Agency property, or while operating an Agency vehicle.
- J. Unauthorized political activity during the assigned hours of duty.
- K. Using Agency equipment for other than Agency needs.

**5.02. Involuntary Resignation for Cause:** An involuntary resignation may result from the following:

- A. An employee who is absent five (5) or more consecutive work days without directly notifying his supervisor or the General Manager may be deemed to have resigned from Agency service.
- B. Failure to return from a leave of absence may be considered an automatic resignation.

**5.03. Involuntary Termination (Lay-Off):** Whenever it becomes necessary to reduce the number of employees because of lack of work, lack of funds or in the interest of economy, the General Manager shall have the authority to implement the use of furlough days at his or her discretion and/or approve the specific positions to be discontinued.

**5.04. Procedures for Lay-Off:**

- A. When a lay-off is necessary, the formula used for the selection of positions to be eliminated shall be based upon neutral, and not prohibited, criteria. The Agency may, however, retain an employee due to that employee's special training, ability, knowledge or experience.
- B. Affected employees shall be given reasonable advance notice in writing of an impending lay-off. Agency shall furnish any laid-off employee with notice of his rights to continued health care coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985.
- C. Employees whose positions have been deleted may bump employees in the same or lower classifications having less Agency seniority, provided that the bumping employee has successfully completed the probationary period and attained regular employee status in the classification in which the bumping occurs.
- D. An employee who is laid off will retain accrued vacation and sick leave benefits if recalled within twelve (12) months; however, an employee may elect to receive payment for accrued benefits at the time of lay-off.
- E. In case of lay-off of a regular employee of the Agency through no fault of his own, and who has been employed for one (1) continuous year, termination pay equivalent to one (1) bi-weekly salary payment shall be made to the employee.



**5.05. Recall:**

- A. A recall of employees from lay-off will begin with the most senior position in the classification refilled.
- B. Employees who are laid off will remain on a recall list for twelve (12) months and shall be given the first opportunity to fill vacancies in classifications from which they were laid off and for which they are qualified.
- C. Recalled employees shall not have to serve a probationary period and will have all prior existing rights, benefits and entitlements restored, providing they meet the current standards for the position they are being recalled to fill.
- D. Recalled employees shall be notified of the recall by certified letter. Such employees who do not directly contact the General Manager or his designee within ten (10) working days of the mailing date of said letter shall automatically be removed from the recall list.

**SECTION 6. VOLUNTARY TERMINATION OF EMPLOYMENT/  
RESIGNATION.**

An employee who desires to resign in good standing shall submit his resignation in writing to the General Manager at least two (2) weeks in advance of his intended resignation date. Resignation will not entitle an employee to any termination benefit.

**SECTION 7. BENEFITS ELIGIBILITY:**

When an employee is separated for any reason except for a lay-off, employee benefits are lost, effective the date of separation, except for vested rights under any applicable retirement plan and accrued vacation. Resignation or dismissal for cause shall not entitle an employee to any termination payment.

**SECTION 8. COMPENSATION:**

- 8.01. Paydays:** All employees shall be paid bi-weekly on the Wednesday following the end of the pay period, provided that if such date falls on a holiday, employees shall be paid on the immediately preceding work day.
- 8.02. Method of Calculation:** The equivalent hourly rate of employees who are paid on a bi-weekly basis will be calculated by multiplying the basic monthly salary of the employee by 12 (for the number of months in the year) and then dividing by 2,080 hours (representing 52 weeks of 40 hours).
- 8.03. Responsibility for Payroll Preparation:** The Finance Department is responsible for preparing the payroll checks.

**8.04. Overtime Pay:**

- A. It is the Agency's policy that Agency work is done during regular working hours, and that overtime be discouraged. The General Manager and all exempt personnel, as defined by the Agency Board of Directors, are not entitled to overtime pay.
- B. Overtime shall be provided to non-exempt employees in accordance with the FLSA for all work in excess of forty (40) hours in a work week. For calculating overtime hours, a work week shall begin at the mid-point of the alternating Friday's worked. Vacation time shall count in determining the 40 hour week worked. Sick leave will only count as if worked if the extra hours worked was caused by an Agency emergency and is approved by the employees' manager.
- C. Any overtime work shall be paid at the rate of one and one-half (1 ½) times the regular rate upon approval by the General Manager and paid to the employee at the same time as his regular pay or, at the option of the employee and with approval of the General Manger, may take time off at one and one-half (1 ½) times the regular hours worked.
- D. Employees required to work on a scheduled holiday shall be paid at the rate of one and one-half (1 ½) times the regular rate upon approval by the General Manager and paid to the employee at the same time as his regular pay.
- E. Any travel made on days off, whether at the request of the Agency or not, is not eligible for overtime. (See section on travel).

**8.05. Salary Schedule:**

- A. The Board of Directors shall adopt a salary schedule pursuant to Section 8.09.A. hereof.
- B. The General Manager or his designee shall develop job descriptions and salary ranges for every classification and update these as necessary.
- C. Compensation of the General Manager shall be as agreed by negotiation with the Board of Directors.

**8.06. On-Call Pay:**

- A. Employees may be required to be On-Call to respond to emergencies that may arise.
- B. Employees On-Call will be compensated at a rate to be determined by the Agency's Board of Directors and/or General Manager in accordance with these Personnel Policies and Procedures; and will be provided an Agency vehicle to take home.
- C. Employees On-Call shall be able to respond within 1 hour of a report of emergency.
- D. On-Call employees must remain free of alcohol or any substance that can impair the employee's judgment.

- 8.07. Payroll Deductions:** The Finance Department shall deduct from each employee's salary or wages such amounts as may be required by law or as may be authorized by the employee for the following purposes:
- A. Federal income tax (withholding).
  - B. State income tax.
  - C. State disability insurance.
  - D. Medicare tax.
  - E. Such other deductions as may be required by law and/or as may be authorized by the employee and/or the Board of Directors. When so authorized or required, the Finance Department shall make such deductions and shall pay the amounts thereof into the specified agency, firm or group.
- 8.08. Performance-based Evaluation Process:** Evaluations, annual rate reviews and position reviews are not subject to the grievance procedure.
- A. Employees will be evaluated annually based on their performance during the preceding year. This evaluation is based on sections entitled "General Performance Standards (Performance)", "Core Values (Values)", and "Personal and Performance Objectives (Objectives)". The concept of the performance-based merit system is that each employee's salary will reflect their work performance.
  - B. Each Supervisor will meet with an employee prior to the review to set or change both the weight assigned to each item and the objectives for the year. Each element in each section is weighted to reflect the importance it has relative to that employee's specific duties.
  - C. Each employee shall be evaluated the twelfth month of employment, then each July. This evaluation shall be based on the employee's performance as outlined by the previously established goals, objectives and performance measures. The supervisor and employee will also work together during this period to establish new or revised objectives for the following year. Any merit increase awarded will be effective as of July 1.
  - D. In the event an employee's objectives or weights are modified, either during the annual evaluation or during the year, the supervisor shall modify the individual objectives or weights and communicate the changes to the employee.
- 8.09. Salary Review Process:** Evaluations, annual rate reviews and position reviews are not subject to the grievance procedure.
- A. Annual Salary Range Review Process: Each year, the Agency may conduct a general market trend analysis to determine whether the market has increased or decreased over the preceding year and whether such market fluctuation should result in an adjustment to the Agency's salary ranges. Staff's recommendation, based on this analysis, shall be presented to the Board during the annual budget review. Should the Board authorize an adjustment to the wage ranges, such adjustment shall have no effect on an individual's current rate of pay except to the extent such fluctuation places

an employee below the minimum of the new salary range. An employee's rate of pay will only be adjusted pursuant to the job performance review process or as otherwise specified herein.

- B. Annual Budget Review Process: Each year, staff shall recommend to the Board a salary adjustment budget. This salary adjustment will be distributed in two parts. The first portion will be used as a Universal Salary Adjustment ("USA"), which will increase all wages at the same percentage at the same time, and secondly as a merit pool which will be distributed to the employees based on their individual evaluations throughout the year. The range changes made based on the market adjustment will be effective July 1, as well as the USA employee wage change.
- C. Maximum Non-Compounding Range: Employees who have reached the top of their salary range shall have their performance evaluated pursuant to Section 8.07. Such employee may be eligible for compensation based on the employee's annual performance rating score, up to the maximum salary in their grade. Non-compounding compensation is earned each year. Following the annual performance evaluation, employees increase or decrease in pay will be determined based on the performance evaluation score percent multiplied by the top of the range.
- D. Promotions/Transfers: A promotion is defined as taking a position that is in a salary range higher than the current position. Employees who are promoted to another position shall receive a minimum 5% increase provided that the 5% does not exceed the top of the new salary range. Employees should not be placed higher than the midpoint of the range without General Manager approval. Employees who voluntarily transfer to another position that is in the same salary range as their current position shall not be eligible for an increase. In the event an employee's transfer is at the specific request of the Agency based on the needs of the operation, such employee shall be compensated with an increase up to a maximum of 5%, provided such increase does not exceed the maximum of the current salary range. Employees who are promoted shall be subject to a probationary period. In the event an employee does not satisfactorily complete his probationary period, he may be reinstated to his prior position only if it is still vacant.
- E. Position Reclassification: In the event a current position is re-evaluated and reclassified to a higher salary range, the incumbent in that position shall be placed in the new salary range at approximately the same relative level the employee held in the previous range. This procedure shall apply only when the reason for the reclassification is due to the addition of new or more complex responsibilities. In the event the responsibilities remain unchanged, the employee shall remain at the same wage rate unless the current wage rate is below the entry level of the new salary range, at which time the employee shall be increased to the entry level rate of the new salary range.

**8.10. Position Review Process:** Evaluations, annual rate reviews and position reviews are not subject to the grievance procedure.

New Position Development and Review Process:

- A. A detailed job description must be developed utilizing the authorized format.
- B. A limited or directed marketplace review and internal evaluation of this position may be conducted by the General Manager or his designee at the request of the supervisor. The General Manager or his designee shall determine the budget capacity of the new position and, if appropriate, include the new position in the staff's budget recommendation to the Board of Directors.

Existing Position Review Process:

- A. The job description must be revised to reflect an increase in responsibility that would justify the salary range change, or in the event the market for the position has changed to the degree to warrant a re-evaluation of the position, such justification must be prepared.
- B. A limited or directed marketplace review and internal evaluation of this position may be conducted by the General Manager or his designee at the request of the supervisor. The General Manager or his designee shall determine the budget capacity of the new position and, if appropriate, include the new position in the staff's budget recommendation to the Board of Directors.

Interim or Temporary Positions within the Same Salary Range for Regular employees:

- A. An employee who formally assumes the additional duties and responsibilities of another position that is within the employee's same salary range may be eligible for a salary increase for an interim period under the following conditions:
  - 1. The employee is formally assigned the additional duties and responsibilities of another position, and such assignment is approved by the General Manager.
  - 2. Such additional duties and responsibilities are over a limited and specified time period of not less than 14 days.
  - 3. Such duties and responsibilities are in addition to the employee's current duties and responsibilities.

<p>The interim salary increase shall be based on the complexity of the additional duties as determined by the Supervisor up to a maximum of five percent with the approval of the General Manager.</p>
--

Interim or Temporary Positions with a Higher Salary Range:

- A. An employee, who formally assumes the additional duties and responsibilities of another position that is in a higher salary range, may be

eligible for an interim salary increase under the conditions outlined in "A" above. Such interim salary increase shall be a minimum of five percent (5%) or up to the mid-point of the higher salary range.

Interim or Temporary Positions with Multiple Salary Ranges:

A. An employee who is assigned a variety of additional duties and responsibilities on an interim basis which involve more than one specific position may be eligible for a salary increase equivalent to the level and complexity of the additional responsibilities. Such employee may be offered a maximum of five percent (5%) over the mid-point of the salary range of the highest level position involved.

## **SECTION 9. LEAVES OF ABSENCE.**

**9.01. Sick Leave:** Sick leave is insurance or protection provided by the Agency to be granted in circumstances of adversity and is intended to promote the health and welfare of the individual employee. Sick leave is not an earned right to time off work. Sick leave permits the employee to be absent from duty without the loss of pay when they are incapacitated by reason of illness, injury, or when an employee has been exposed to a contagious disease and his presence on the job might endanger fellow workers.

A. Eligibility:

1. Employees shall be eligible for this benefit upon completion of one (1) full pay period of continuous service.
2. For purposes of "attendance" as defined herein, immediate family means husband, wife, mother, father, son, daughter, ward, and when residing in the employee's home, sister and brother.
3. Time off for attendance as defined in A2 above shall be limited to a maximum of five (5) days, forty (40) hours per calendar year. Additional time may be authorized by the General Manager based on a case-by-case review of the employee's record of sick leave use.
4. An absence of sick leave for more than five (5) consecutive working days must be supported by a medical certificate.
5. When notified in advance, sick leave may be used for medical, dental or optical examinations or treatment for employee or family members.

B. Accrual: Employees in regular positions shall accrue sick leave prorated on the basis of eight (8) hours per month with a maximum of 96 hours per year. Earned sick leave shall be available for use the first day following the month in which it is earned.

C. Notice of Sickness: Employees must notify their supervisor or the General Manager no later than 8:30 AM on each day of absence in order to qualify for sick leave with pay.

- D. Improper Use: Improper use of the sick leave privilege is cause for disciplinary action. If it appears that the sick leave privilege is being abused, a medical certificate may be required by the General Manager for any absence on sick leave.
- E. Sick Leave Conversion: Upon retirement, death or termination, eligible employees (or the estate of an employee) will be paid for unused sick leave accrued to the date of termination according to the following formula:

<u>Sick Leave Accrued As Of Date of Termination</u>	<u>Cash Payment % of Hours Accrued Sick Leave</u>
480 Hours or Less	30%
481 Hours to 600 Hours	35%
601 Hours to 720 Hours	40%
721 Hours to 840 Hours	45%
841 Hours to 960 Hours	50%

Upon retirement, the total remaining sick leave hours are reported to PERS and become additional service credits toward the employee’s retirement. At the employees’ option, all sick leave may be reported to PERS in lieu of a cash payment.

**9.02. Medical Leaves of Absence for Non-Occupational Disabilities.**

The Agency provides (1) family care and medical leave for up to 12 weeks per rolling 12-month period in accordance with California’s Moore-Brown-Roberti Family Rights Act (“CFRA”) and the federal Family and Medical Leave Act of 1993 (“FMLA”); (2) pregnancy leave for up to four months in accordance with the California Fair Employment and Housing Act (“FEHA”); (3) disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act (“ADA”) or the FEHA; and (4) leave for other legally required absences as set forth below. Notwithstanding anything herein to the contrary, all applicable provisions of the CFRA, FMLA, FEHA, and ADA, as may be amended from time to time, as well as all other applicable statutory requirements, are hereby incorporated herein and shall control over any inconsistent provisions of the Agency’s Personnel Policies and Procedures. Employees having any questions regarding this policy should contact the Agency’s Human Resources Department.

A. Family Care and Medical Leave:

- 1. Eligibility: To be eligible for family care and medical leave, an employee must (1) have worked for the Agency for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave.
- 2. Permissible Uses of Family Care and Medical Leave: “Family care leave” may be requested for (1) the birth or adoption of an employee’s child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee’s child, domestic partner, spouse, or parent.

“Medical leave” may be requested for an employee’s own serious health condition. A “serious health condition” is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

3. Substitution of Paid Leave for Family Care and Medical Leave: Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all family care and medical leaves. Employees are required to substitute sick leave only for medical leaves. Employees may elect to substitute sick leave to attend to an illness of a child, parent, spouse or domestic partner of the employee, or for other types of family care leave. An employee on family care and medical leave for his or her own serious health condition may use sick leave or annual leave, if available, for additional time off on a pro-rata basis, with total benefits not exceeding wages or salary at the time of the leave.

4. Amount of Leave: Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care and medical leave in a rolling 12-month period measured backwards from the date the employee’s leave commences. Parents who are both employed by the Agency may take a maximum combined total of 12 weeks of family care leave in a 12-month period for the birth, adoption, or foster care of their child.

The substitution of paid leave for family care or medical leave does not extend the total duration of family care and medical leave to which an employee is entitled to beyond 12 weeks in a 12-month period. For example, if an employee has accrued four weeks of unused paid vacation time at the time of the request for family care or medical leave, that paid vacation time will be substituted for the first four weeks of family care or medical leave, leaving up to eight additional weeks of unpaid leave.

Family care leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least two weeks’ duration; however, the Agency will provide employees with family care leave for birth, adoption, or foster care placement of less than two weeks’ duration on any two (2) occasions. Family care leaves for the birth, adoption or foster care placement of a child must be concluded within one year of the birth, adoption or placement.

Family care or medical leave for the employee’s own serious health condition, or for the serious health condition of the employee’s spouse or domestic partner, parent, or child, may be taken intermittently or on a reduced schedule where medically necessary. If leave is taken intermittently or on a reduced schedule, the Agency retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee’s leave schedule.

5. Leave’s Effect on Pay: Except to the extent that other paid leave is substituted for family care or medical leave, family care and medical leave is



unpaid. Employees may be entitled to Paid Family Leave (PFL) for up to six (6) weeks in any twelve-month period. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions for short-term disability provide funding for this program. PFL is administered like State Disability Insurance by the California Employment Development Department. PFL must be taken concurrently with family care and medical leave and does not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation before the employee will be eligible to receive PFL.

6. Leave's Effect on Benefits: During an employee's family care or medical leave, for up to a maximum of six months in a 12-month period, the Agency will continue to pay for the employee's participation in the Agency's group health, vision, and dental plans to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Employees will continue to accrue vacation, sick time, holidays, health, vision, and dental benefits during the first six (6) months of an approved leave of absence. However, no tenure or benefits will accrue after six (6) months, if the employee is still on a leave of absence, until such time as all accrued vacation and sick leave are used.

If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the Agency can recover any health premiums paid by the Agency on the employee's behalf during any unpaid periods of the leave.

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

#### 7. Procedure for Requesting Family Care and Medical Leave:

##### A. Notice Requirements:

Employees should notify the Agency of their request for family care or medical leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee must provide 30 calendar days' advance notice to the Agency of the need for family care or medical leave. For events that are unforeseeable 30 days in advance, but are not emergencies, the employee must notify the Agency as soon as he or she learns of the need for the leave, ordinarily no later than 1 to 2 working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the Agency's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the Agency reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care or medical leave should include the anticipated date(s) and duration of the leave. Any requests for extensions of a family care or medical leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

#### B. Medical Certification:

Any request for medical leave for an employee's own serious health condition or for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition must be supported by medical certification from a health care provider. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the Agency's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within 15 days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated medical certification.

The medical certification for a child, spouse, domestic partner, or parent with a serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

The medical certification for leave for the employee's own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved. If the Agency has reason to doubt the validity of the certification provided by the employee, the

Agency may require the employee to obtain a second opinion from a doctor of the Agency's choosing at the Agency's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the Agency may require a third opinion, also at the Agency's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the employee to return to work, the Agency also may require the employee to provide medical certification that he or she is able to return to work.

8. Leave's Effect on Reinstatement: Employees returning from family care or medical leave are entitled to reinstatement to the same or comparable position consistent with applicable law. The Agency retains the right to deny reinstatement to employees who are among the highest paid ten percent (10%) of the Agency's employees and whose reinstatement would cause substantial and grievous economic injury to the Agency's operations.

A. Pregnancy-Related Disability Rights:

1. Leaves of Absence and Transfers:

Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled under Section 9.02.A. of this policy (Family Care and Medical Leaves). Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the Agency with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

2. Substitution of Paid Leave for Pregnancy-Related Disability Leave:

An employee taking pregnancy-related disability leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. The substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.

### 3. Leave's Effect on Benefits:

If an employee taking a pregnancy-related disability leave is also eligible for family care and medical leave under Section 9.02.A. of this policy, then the employee is entitled to the Agency's continuation of benefits, as described in Section 9.02.A.6., up to a maximum of six (6) months in a 12-month period.

### 4. Other Terms and Conditions of Leave:

The provisions of the Agency's Family Care and Medical Leave policy regarding the leave's effect on pay [Section 9.02.A.5.], notice requirements [Section 9.02.A.7.a.], medical certification requirements [Section 9.02.A.7.b.], and reinstatement [Section 9.02.A.8.] also apply to all pregnancy-related disability leaves. However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion, and there is no reinstatement exception for key employees. For the purpose of applying those provisions, an employee's pregnancy-related disability is considered to be a serious health condition.

## 9.03. **Medical Leaves of Absence for Occupational Disabilities.**

- A. Requests for Leaves of Absence: A leave of absence shall be granted to any full-time or part-time employee who sustains a work-related disability upon written request. (See 9.03, E, 1 below). Before returning to work, following a leave of absence for a work-related disability, an employee must submit a physician's verification stating the employee's ability to return to work and the date that they're able to return.
- B. Compensation: An employee injured in the line of duty may use sick leave or annual leave, if available, for additional time off on a pro-rata basis, with total benefits not exceeding wages or salary at time of injury.
- C. Accrual of Benefits: Employees will continue to accrue, vacation, sick time, holidays, health, vision, and dental, during the first six (6) months of an approved leave of absence. However, no tenure or benefits will accrue after six (6) months, if the employee is still on a leave of absence, until such time as all accrued vacation and sick leave are used.
- D. Coordination of Benefits: A leave of absence for a work-related disability will be coordinated with worker's compensation, short-term and long-term disability, or any other benefits provided to the employee in an effort to minimize the impact of a leave of absence for both the employee and the Agency.
- E. Notification Requirements: It is the employee's responsibility to provide the General Manager with the following information in writing as soon as they become aware of the need for the leave of absence:
  - 1. The reason the leave of absence is being requested.

2. The anticipated dates the leave of absence will begin and end.
  3. A physician's certificate or other medical proof acceptable to the General Manager indicating the nature of the disability.
  4. Periodic updates to the employee's supervisor or General Manager at least every thirty (30) days concerning the employee's status, expected date of return, and continued intent to return to work upon expiration of the leave.
  5. Immediate notification to the employee's supervisor or General Manager of a need to change to the duration of the leave of absence.
- F. Employer Requirements: The Agency will retain employees on an extended leave of absence for work-related disabilities until one of the following situations takes place:
1. The employee is released for full or partial (limited) duty.
  2. The Agency receives medical evidence satisfactory to it that the employee will be unable to return to work.
  3. The employee resigns or actually or constructively informs the Agency that they do not intend to return to the Agency's employ.

#### **9.04. Other Leaves Without Pay.**

- A. Leave Without Pay: Absence without pay is leave without pay and shall be granted only upon request of the employee through the recommendation of the General Manager.
1. Except as otherwise provided herein, the increments of sick leave and vacation time shall not accrue when an employee has been absent without pay.
  2. Service credit shall not be lost, but will not accrue, as a result of an approved leave of absence without pay.
  3. During a leave of absence without pay, the employee shall be responsible for paying the entire cost of the employee's own group health insurance and other benefits.
- B. Procedures: The Agency may require an employee returning from any leave without pay for any reason to have a physical examination to determine his fitness to work.

#### **9.05. Authorized Leaves.**

- A. Military Leave: Military leave and regulations for payment pertaining thereto shall be in accordance with all applicable legal requirements under state and federal law.

- B. Jury Leave: Each officer or regular employee, when called for jury duty service or when appearing in court as a subpoenaed witness, shall receive his regular compensation during for a period of ten days; however, should the employee be called upon to serve longer than the ten day period, the General Manager has the discretion as to authorize additional compensation for that extended period. Any amounts of payment received for such service shall be assigned to the Agency. A leave slip for the period of absence shall be approved by the General Manager. The Agency may request a deferment of jury duty.
- C. Bereavement Leave: An employee shall be granted necessary leave of absence without loss of pay not to exceed five (5) workdays on account of the death of a member of his immediate family. Members of the immediate family are defined as mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother or sister of the employee, or any relative living in the immediate household of the employee. The Agency's General Manager may grant an employee bereavement leave as appropriate in the event of the death of an individual who is not an immediate family member. If an employee requires more than the allotted time for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued sick leave or vacation time.
- D. General Manager Compensation Leave: An exempt employee may be granted a leave to compensate for working in excess of 100 hours in a two week period. One hour for one hour may be granted by the G.M. for all hours worked in excess of 100 during a single two week period up to a limit of 120 hours per year.
- E. Catastrophic and Other Paid Leave: During a declared local, state or national disaster that impacts the ability of affected employees to attend work, focus on Agency business, or other major event(s) that may occur beyond the employee(s) control and at the discretion of the General Manager, the General Manager may grant paid leave for a duration of time as determined by the General Manager, up to a maximum of three (3) days per twelve (12) month period.

## SECTION 10. INSURANCE.

**10.01. Flexible Benefits Plan:** The Agency will maintain a Flexible Benefits Plan (Plan) and all employees in regular positions shall be eligible to participate in said plan. Each employee may select among the options indicated and specify what portion of Plan monies will be applied to selected options. Selection must be in increments of \$1.00. The Agency will contribute an amount as determined by the Agency's Board of Directors.

For employees hired prior to January 1, 2011, any portion of the total monthly dollars not utilized shall be reimbursed to the employee as taxable income. Employees hired after January 1, 2011 will not be eligible for the cash payment. However, employees hired after January 1, 2011 that show proof of other insurance may reject the Agency health insurance and instead take a cash payment of \$300.

The Flexible Benefits plan may include the following options:

Medical Insurance	Accidental Death and Disability
Dental Insurance	Long Term Disability Insurance
Optical Insurance	Dependent Care Assistance
Life Insurance	

**10.02. Pool Expenses Reimbursement:** Each employee will be entitled to cash reimbursement of \$1,500.00. This can only be used for health, dental, or vision co-pay; or to cover the additional cost, over the contribution rate of the Flexible Benefits Plan or investment into a 457 or other deferred compensation plan or to supplement retirement. This is a use-it-or-lose-it benefit, if you don't use it for one of the above mentioned reasons, it will be lost. Reimbursement will be subject to submission of the appropriate written request form to be submitted prior to January 1 of each year. (see Appendix A).

**10.03. Life Insurance:** Group term life insurance coverage is provided to eligible full-time Agency employees at Agency's expense.

**10.04. Health Plan Insurance:** Group health plan insurance coverage is offered to eligible Agency employees and their dependents under the Flexible Benefit Plan.

**10.05. Dental Insurance:** Group dental insurance is provided to eligible full-time Agency employees and their dependents at no cost to the employee.

**10.06. Vision Insurance:** Group vision insurance is provided to eligible full-time Agency employees and their dependents at no cost to the employee.

**10.07. Retirement, Disability and Death Benefits:** Each regular full-time and regular part-time employee who has worked more than 1,000 hours in a fiscal year is covered under the State of California's "Public Employee's Retirement System."

For employees hired prior to January 1, 2011, a portion of the employee's cost share for participation in this plan may be paid by the Agency. The Agency includes the employee portion of up to 8% that is paid by the Agency as additional compensation when reporting earnings to PERS.

For employees hired after January 1, 2011, the employee will pay the entire employee cost share.

The Agency also pays for Section 125 qualified retiree health benefits coverage if the employee retires with the Agency. Benefits are provided as follows:

Retirement date on or before June 1, 2006.....	\$200
Retirement date after June 1, 2006.....	\$500

**10.08. Standard and Long-Term Disability Insurance:** Coverage is provided to eligible full-time Agency employees and their dependents at no cost to the employee.

**SECTION 11. VACATIONS.**

**11.01. Vacations:** Vacation with pay is made available in the interest of the Agency for recreation, health and well-being of the employees, subject to approval by the General Manager.

**11.02. Approval:** Vacation periods shall be taken with the approval of the General Manager at such times as will not impair the work schedule or efficiency of the Agency.

**11.03. Earned Vacation:** Employees of the Agency shall earn vacation leave for the first five years of continuous employment at the rate of ten (10) working days per year. During the second five years (6-10) of continuous employment, vacation leave shall be earned at the rate of fifteen (15) working days per year. Effective the 11<sup>th</sup> year of employment, vacation leave shall accrue at the rate of twenty (20) working days per year.

**11.04. Bi-Weekly:** Vacation leave shall accrue on a per payroll basis based on the amount earned yearly. Any employee deprived of vacation by order of the General Manager to meet the convenience of the Agency shall be paid for such loss of vacation time actually worked. Payment for such loss of vacation time shall be made at the current time rate.

**11.05. Adjustments:** Anniversary dates shall be adjusted if the employee is on leave of absence or any other non-pay status in excess of thirty (30) consecutive calendar days so that no leave is earned during such period.



- 11.06. Accumulated Vacation Time:** Each employee shall be entitled to accrue a maximum of twice his annual vacation accrual. If vacation accrues in excess of the maximum, due to Agency needs, vacation may be paid, upon approval of the General Manager, at the employee's current rate of pay for any lost accrual of time.
- 11.07. Termination:** Upon separation from the Agency, employees shall be paid a cash lump sum at their then current rate of pay for any unused annual vacation leave. Vacation leave granted prior to its having been earned shall have its monetary value deducted from the final pay of an employee who terminates.
- 11.08. Vacation as Sick Leave:** If an employee has exhausted his paid sick leave, he may be permitted to use any accrued vacation time upon the approval of the General Manager.
- 11.09. Holidays During Vacation:** When an approved holiday falls within a vacation period, an employee on vacation shall be entitled to compensation for that holiday in addition to his regular vacation.
- 11.10. New Employees:** Newly hired employees on probation are not entitled to take vacation time unless otherwise approved by the Agency General Manager.

Scheduling:

- A. The time which vacation leave may be taken and the amount granted during any particular period are matters of administrative discretion based on Agency needs, excepting that no employee shall lose earned vacation leave because of the urgency of work.
- B. Scheduling of annual vacation leave must be approved in advance by the supervisor and General Manager, except in cases of emergency.
- C. Work requirements and the interest of the employee are the determining factors in approving vacation schedules.
- D. Preference in the initial selection of vacation dates will be granted based on the length of service.

Procedure:

- A. All annual vacation requests must be submitted to the employee's supervisor 30 days prior to the date vacation is requested. Exceptions must be authorized by the General Manager.
- B. A change in the rate of annual vacation leave accrual shall take effect in the pay period following the one in which the employee completed the required length of service.

## **SECTION 12. HOLIDAYS.**

**12.01. Fixed Holidays:**

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve Day  
Floating Holiday \*

\* Floating Holiday will be given each July and must be used during the fiscal year, ending the following June 30.

- 12.02. New and Terminating Employees:** New and terminating employees must be on the payroll the day before and the day after a fixed holiday to receive holiday pay. Regular employees must be on the payroll the day before or the day after a fixed holiday to receive holiday pay.
- 12.03. Weekend Holidays:** When a fixed holiday falls on Saturday or Sunday, the fixed holiday shall be taken on the previous Friday or Monday, respectively.
- 12.04. Friday Holiday:** When a holiday falls on a Friday that is a non-work day under the nine-eighty (9-80) schedule, the preceding day will be observed

**SECTION 13. REIMBURSEMENT.****13.01 Use of Private Vehicle:**

- A. The use of a private vehicle on Agency business shall be by approval of the General Manager: Employees will be reimbursed at the rate established by the Board for the use of a private vehicle while conducting Agency business. Agency vehicles shall be used whenever possible and shall be kept well-serviced. Agency credit cards may be used to buy gasoline, oil, etc. for Agency vehicles. These credit cards are not to be used for private vehicles.
- B. Driver's License and Insurance Requirements: For positions that include driving as a job requirement, possession of a current, valid California driver's license and insurability are a pre-requisite for employment. Any violation on an employee's driving record prior to employment will be considered in the insurability review and may, in conjunction with post-hire

violations, result in un-insurability. An employee who becomes uninsurable or no longer possesses a valid California driver's license due to violations received on or off the job during the term of employment with the Agency, regardless of fault, may be subject to immediate termination. Employees must provide to the Agency a copy of a valid California driver's license and driving record for the last three years prior to employment and on an annual basis, and proof of insurance. Employees must also notify the Agency immediately upon loss or suspension of license or becoming uninsurable.

- 13.02 Tools, Uniforms, and Equipment:** To the extent required by law, employee costs for tools, uniforms, boots, and equipment required for the performance of the employee's job duties with the Agency shall be reimbursed
- 13.03. Other Incidental Expenses:** As authorized by the General Manager, expenses for meals, including tips, lodging, taxi, parking fees, telephone and other expenses incidental to traveling shall be reimbursed.
- 13.04. Expense Vouchers:** All expenses shall be submitted through an expense voucher with receipts for all expenses attached.
- 13.05. Educational Assistance:** The Agency encourages its regular employees to continue education directly related to their employment or the needs of the Agency. In order for an eligible employee to receive financial assistance from the Agency with respect to the costs of such education, the following procedure will be observed:
- A. Prior to enrollment, an educational plan will be submitted and approved by the employee's supervisor and the General Manager via an "Educational Assistance Request" ("EAR"). (\\frodo\public\forms).
  - B. Upon successful completion of the course(s) with a minimum final grade (or equivalent) of "C" or better, the Agency will reimburse a regular employee who has satisfactorily completed probation for lab fees, registration, parking fees, supplies, textbooks and other costs related to a course, along with tuition, up to an amount not to exceed the cost of the same courses taken at a local State university. (California State University San Bernardino). See **Appendix B** Educational Reimbursement Calculations.
  - C. The employee shall submit a request for reimbursement, attaching proof of the successful completion of the course and all receipt, along with a copy of the original "Educational Assistance Request" form.

## **SECTION 14. ATTENDANCE AT CONFERENCES AND MEETINGS.**

At the discretion of the General Manager, employees may attend conferences, conventions and meetings when attendance is of benefit to the Agency. Overtime will be paid only when attendance at the conference, convention or meeting is mandated by

the Agency outside of normal work days and/or hours or is required for a work performance goal, however every attempt shall be made to alternate work days to ensure the 40 hour work week is not exceeded and overtime is not necessitated.

### **SECTION 15. PETTY CASH.**

Petty cash funds are established to cover miscellaneous Agency purchases. Such cash must be kept in a locked safety box with a specific employee responsible for its care. All withdrawals shall be accounted for by a dated and signed receipt or advance form. The petty cash fund shall be replenished as necessary, at which time a complete reconciliation will take place.

### **SECTION 16. USE OF CREDIT CARDS.**

- 16.01. Authorization:** Credit cards to be used by employees of the Agency in carrying out their official functions shall be obtained in the name of the Agency with the employee's name included. Credit cards obtained shall include the generally accepted credit cards recognized in most businesses.
- 16.02. Responsible Party:** The Finance Department shall be responsible for obtaining and the safekeeping of authorized credit cards. Credit cards may be obtained by requesting them from the Finance Department with a requisition form signed by a department manager, who has an authorization level equal to or higher than the amount to be spent.
- 16.03. Official Business:** Credit cards shall be used by employees only when on official Agency business. Those individuals utilizing the credit cards shall be required to turn in receipts and the credit card after use. All receipts must contain documentation as to the associated charges.

### **SECTION 17. WORK PERFORMANCE.**

- 17.01. Conduct/Dress Code:** The Agency requires that its employees meet reasonable standards of conduct, performance, appearance and dress consistent with good hygiene, safety, and good taste, and which shall reflect favorably upon themselves and the Agency.
- 17.02. Attendance:** The Finance Department will keep an accurate and current record of attendance, absences and status of employees, including sick leave and vacation accrued and allowed, overtime for such employee, and related matters. Such records shall be available for the employee's inspection and are reported with each payroll.
- A. Employees shall make every effort to schedule personal appointments outside their working hours.
  - B. Attendance will be analyzed for the purpose of identifying critical and chronic attendance problems which may require corrective action.

- C. Employee attendance will be reviewed and considered by each supervisor when considering an employee's annual performance evaluation.

**17.03. Confidentiality and Non-Disclosure:**

- A. The protection of confidential business information and trade secrets is vital to the interests and the success of the Agency. Such confidential information includes, but is not limited to, the following examples:
  - i. Compensation data
  - ii. Computer processes
  - iii. Personnel Files
  - iv. Litigation Matters
  - v. Pending projects and proposals
  - vi. Technological data
- B. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

**17.04. Use of Phone and Mail Systems:**

- A. Employees will be required to reimburse the Agency for any charges resulting from their personal use of the telephone. Personal use of the telephone should be held to a minimum. The use of Agency-paid postage for personal correspondence must be noted and billed to the employee.
- B. To ensure effective telephone communications, employees should always use the appropriate greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.
- C. The Agency may require a cell phone for the employee's use. In this instance, the Agency will supply the phone for work related use.

**17.05 Computer and Email Usage:**

- A. Computers, computer files, the email system, and software furnished to employees are Agency property intended for business use and are not confidential in any matter. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored. The Agency strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, the Agency prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color

- jokes, or anything that may be construed as harassment or showing disrespect for others. Email or any other equipment may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.
- B. The Agency purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Agency does not have the right to reproduce such software for use on more than one computer.
  - C. Employees may only use software on local area networks or on multiple machines according to the software license agreement. The Agency prohibits the illegal duplication of software and its related documentation.
  - D. Employees should notify their immediate supervisor, the General Manager or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

#### **17.06 Internet Usage:**

Internet access to global electronic information resources on the World Wide Web is provided by the Agency to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits.

- A. All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of the Agency and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.
- B. The equipment, services, and technology provided to access the Internet remain at all times the property of the Agency. As such, the Agency reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.
- C. Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

- D. The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.
- E. Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.
- F. Abuse of the Internet access provided by the Agency in violation of law or Agency policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy.
- G. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:
- Sending or posting discriminatory, harassing, or threatening messages or images
  - Using the organization's time and resources for personal gain
  - Stealing, using, or disclosing someone else's code or password without authorization
  - Copying, pirating, or downloading software and electronic files without permission
  - Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
  - Violating copyright law
  - Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
  - Sending or posting messages or material that could damage the organization's image or reputation
  - Sending or posting messages that defame or slander other individuals
  - Attempting to break into the computer system of another organization or person
  - Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
  - Jeopardizing the security of the organization's electronic communications systems
  - Sending or posting messages that disparage another organization's products or services
  - Passing off personal views as representing those of the organization
  - Sending anonymous email messages

- Engaging in any other illegal activities

*This is not a complete list of prohibited behaviors, but some examples to be used as guidelines by employees using the internet facilities of the Agency.*

**17.07. Sexual and Other Unlawful Harassment:** The Agency is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated. The Agency provides ongoing sexual harassment training to ensure you the opportunity to work in an environment free of sexual and other unlawful harassment.

A. Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.
- Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
  - ✓ Submission to such conduct is made either explicitly or implicitly as a term or condition of employment;
  - ✓ Submission or rejection of the conduct is used as a basis for making employment decisions; or,



- ✓ The conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.
- B. If you experience or witness sexual or other unlawful harassment in the workplace, it should be immediately reported to the employee's supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact any member of management. You can raise concerns and make reports without fear of reprisal or retaliation.
- C. All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. You will be informed when the investigation is completed.
- D. Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise any member of management so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

**17.08. Drug and Alcohol Use:** It is the Agency's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on Agency premises and while conducting business-related activities off Agency premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

- A. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.
- B. Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program. They may also wish to discuss these matters with their supervisor to receive assistance or referrals to appropriate resources in the community.
- C. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program through the Agency's health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all the Agency policies, rules, and prohibitions

relating to conduct in the workplace; and if granting the leave will not cause the Agency any undue hardship.

- D. Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor.

## **SECTION 18. PERSONNEL RECORDS.**

### **18.01. Inquiries:**

- A. All requests for information pertaining to personnel records, including inquiries from outside the Agency, i.e., requests for references regarding past employment, will be directed to the General Manager or his designee.
- B. Request for information by telephone will generally be limited to: job title, salary range and length of service. However, if withholding information concerning a former employee could result in potential liability to the Agency, that information may be disclosed after consultation with the Agency's legal counsel.
- C. Request for information other than in "B" above shall be in writing and provided only upon written authorization of the employee. A copy shall be retained in the employee's personnel file. This includes confirmation requests for salary data as well as employment references.

**18.02. References:** Information as to the employee's job history and performance may be released only with the written approval of an employee or former employee. This provision shall be explained to separating employees at an exit interview, and at that time the employee will be given the opportunity to sign such a release.

**18.03. Inspection:** Personnel files are the property of the Agency. Every employee has the right to inspect their personnel records pursuant to Section 1198.5 of the Labor Code. This pertains to any records regarding the employee's performance or to any grievances concerning the employee. This does not include any records relating to the investigation of a possible criminal offense, letters of reference, or ratings, reports or records that were (a) obtained prior to the employee's employment, or (b) obtained in connection with a promotional examination.

- A. Access to personnel files shall be restricted to Authorized Agency Employees.
- B. Employees may inspect their personnel records at reasonable times during Agency office hours upon request by an employee or their representative, and in the presence of the General Manager or designee.
- C. A supervisor or General Manager may inspect personnel records in connection with a personnel matter.

D. The Agency will cooperate with Federal, State, and local government agencies investigating an employee if the investigator furnishes proper identification and proof of legal authority. The Agency may permit a government investigator to review a personnel file on Agency premises, but the investigator shall not be allowed to remove or reproduce this information without consent from the General Manager. The employee shall be notified of such review unless prohibited by law or court order.

**18.04. Retention:** Original personnel records shall be maintained by the Agency for a period of five (5) years after an employee's separation. After that time, the records may be stored in other archival forms such as a document imaging system, microfilm, etc.

**18.05. Medical Files:** Access to an employee's medical files is restricted to the employee and the General Manager or his designee. Medical information shall be released by the Agency only upon written authorization from the employee or to persons and/or agencies who are legally entitled.

**18.06. Removal:** Negative documents (i.e., letters of reprimand, orders of discipline, etc.) shall be removed from an employee's file as follows:

- A. Negative documents not involving loss of salary or benefits (i.e., letters of reprimand) after twenty-four (24) months provided there has been no documented recurrence of the same or similar type conduct.
- B. Documents involving loss of salary or benefits after three (3) years from the date of action upon the request of the employee and approval of the General Manager.

## **SECTION 19. GRIEVANCES.**

**19.01. Process:** All grievances shall be initiated at the informal step and progress accordingly.

A. Informal Step.

1. At this step, an employee shall discuss the grievance with his immediate supervisor within five (5) working days of the incident giving rise to the grievance.
2. The immediate supervisor shall attempt to achieve an equitable solution within five (5) working days after discussing the grievance, and will notify the employee as to the proposed resolution.

B. Formal Step.

1. If the grievance has not been resolved at the informal step, the employee may submit a written grievance to the General Manager within five (5) working days after receiving the informal response from his immediate supervisor.

2. Within five (5) working days from receiving the written grievance, the General Manager shall respond to the employee in writing. That decision is final.

**19.02. Representation:** An employee may, at his own expense, be represented by counsel at any time during the grievance process.

## **SECTION 20. DISCIPLINARY ACTIONS AND APPEAL PROCEDURE.**

- 20.01. Suspensions, Demotions, Reduction in Salary and Dismissal:** All suspensions, demotions, reductions in salary for a specified time period and dismissals of regular general employees shall be made in accordance with these rules.
- 20.02. Cause for Suspension, Demotion, Reduction in Salary, Dismissal:** A regular general employee may be demoted, suspended, reduced in salary or dismissed only for cause pursuant to Section 5.01 of these Personnel Policies and Procedures.
- 20.03. Rules:** A written copy of these rules shall be given to each employee. The employee shall acknowledge in writing the receipt of such rules. In doing so, the employee's act shall constitute presumptive proof of the employee's knowledge and understanding of such rules governing disciplinary actions and procedures.
- 20.04. Complaint Procedures:** The Agency's complaint procedures are designed to ensure employees of:
- A. The right to a discrimination-free work environment.
  - B. The right to an informal, confidential presentation of a complaint to their supervisor or a neutral party designated by the Agency.
  - C. The right to keep their complaint confidential until such time as they give the neutral parties permission to do otherwise, in order to bring the complaint to the appropriate authority for remedy, or until such time as a formal complaint is filed.
  - D. The right to review all relevant information developed and discovered during the course of any investigation and inquiry into the matter.
  - E. The right to a timely decision from the appointing authority, or person designate by the appointing authority, after full consideration of all relevant facts and circumstances.
  - F. The right to be represented by a person of the complainant's choosing at each and all steps of the process.
  - G. The right to be free from reprisals after filing a complaint.

**20.05. Notice of Proposed Action:** Prior to the issuance of a written order to either suspend, demote, reduce salary or dismiss a regular employee, written notice of at least five (5) working days of the proposed disciplinary action shall be given before such action is to be taken and must include:

- A. Notice of proposed action.
- B. Reasons for proposed action.
- C. A copy of charges stating specific incidents or specific courses of conduct and a copy of the written materials pertaining to those incidents or course of conduct.
- D. A notice to the employee of the right to respond in writing and/or orally to the proposed disciplinary action before said discipline is imposed. The notice to the employee of the right to respond must specify at least a five (5) working day period except as provided below. A longer notice might be warranted in specific cases because of the volume of material or complexity of the issues involved, but only upon written request and with the approval of the General Manager.

The notice of proposed disciplinary action must be in writing and be signed by the General Manager or the General Manager's designee. Upon receipt of the employee's response, the General Manager or designee shall review the response and determine the appropriate course of action. This may include imposing the same level of disciplinary action, modifying with less severe disciplinary action or rescinding the notice of proposed action.

**20.06. Limitations and Exceptions:**

- A. Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action.
- B. Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. Extraordinary circumstances include, but are not limited to, situations involving misappropriation of public funds or property, working while under the influence of intoxicating liquor or drugs, open insubordination, commission of a crime involving moral turpitude punishable by imprisonment for one (1) year, and disruption of Agency's business through misconduct.

**20.07. Order of Disciplinary Action:** After completing the requirement of Section 20.05, any employee response will be considered and a determination made of appropriate action. The imposition of disciplinary action to suspend, demote, reduce salary or dismiss is constituted by the written order. Said order is similar to the notice of proposed disciplinary action in that it contains the

effective date of disciplinary action, the right to appeal, and specific charges upon which the disciplinary action is based. The effective date may be prior to the order, provided the circumstances warranted such immediate action. The order shall be signed by the General Manager. Notice of the time allowed for appeal and answer shall be stated in the order. A copy of the order shall be personally served on the employee or sent by certified mail to the employee's last known address.

#### **20.08. Appeal Procedure:**

- A. Notice of Appeal and Request for Hearing. An employee with permanent status may appeal **only** from an order of suspension, and request a hearing as provided for in these rules.

The notice of appeal and request for a hearing must be in writing and must be filed with the Agency within five (5) working days of receipt of the order.

- B. Appellant's Answer to the Charges. If the employee appeals, a written answer to the charges must also be filed with the Agency within five (5) working days of the receipt of the order. The answer to the charges must be attached to the notice of appeal and request for a hearing.

The answer must address each cause for discipline set forth in the order and may state specific facts or reasons as grounds for the appeal. If an answer denying the causes for discipline set forth in an order is not filed, said causes for discipline will be deemed admitted.

#### **20.09. Hearing Procedure:**

- A. Review of the Appeal:

1. After receipt of the appeal and request for hearing, the Third Party Mediator or Board of Directors shall review the appeal and answer to the charges (at a mediation hearing/ in an executive session at the next regularly scheduled Board meeting) subsequent to formal receipt of the appeal.
2. The Third Party Mediator or Board of Directors may elect to have the appeal heard by one of the following methods within thirty (30) days of their election:
  - a. A full hearing by the Third Party Mediator.
  - b. Appoint a hearing officer who shall present the findings and a recommendation to the Third Party Mediator for a final disposition.
  - c. Appoint a Disciplinary Review Board comprised of three members: one member to be selected by the Agency, one member to be selected by the employee and the third member to be selected by the two members previously described.

3. The Disciplinary Review Board shall present findings and recommendations to the Third Party Mediator or Board of Directors for final disposition.
  4. The Third Party Mediator or Board of Directors shall have the final authority on all appeals and may mitigate or modify the disciplinary action.
  5. The Third Party Mediator or Board of Directors shall notify the Appellant in writing as to the governing hearing proceedings.
- B. Hearing:
1. Time and Place.
    - a. Pursuant to the Third Party Mediator or Board of Directors decision in Section 20.09, the General Manager shall take every appropriate action necessary and reasonable to convene a hearing within the time prescribed.
    - b. The Agency's representative, the appellant and/or his representative and the hearing officer or Review Board shall meet in a pre-hearing conference to determine the time, place and manner in which the hearing will be conducted.
  2. Purpose. The purpose of the hearing is to determine the accuracy and the sufficiency of the facts attendant to the disciplinary action. The Agency shall have the burden of proof. The parties may stipulate to certain facts or evidence which shall be considered without abridgment or adulteration by the hearing body or officers upon whom the action was based and any pertinent information which may establish the truth or falsity of such evidence.
  3. Parties. The Appellant or a representative and the Agency's representative shall attend the meeting. Failure of the Appellant, with or without their representative, to appear in person at the time and place set for the hearing shall be deemed a withdrawal of the appeal, unless otherwise excused by the Third Party Mediator or Board of Directors.
  4. Rights. Each party shall have the right to:
    - a. Choose a representative.
    - b. Testify under oath.
    - c. Call witnesses and present documentary evidence.
    - d. Question all witnesses and examine the evidence.
    - e. Argue a case.
  5. Order of the Proceedings.
    - a. The hearing shall be opened by the recording of the time, place and date of hearing and the presence of the parties and representatives, if any. The Agency shall first present its case

- on which the disciplinary action was based. A hearing guide may be used and will be made available to all parties.
- b. If the appeal is to be heard by the Third Party Mediator or Board of Directors, the Mediator/ President of the Board shall conduct the hearing. If the appeal is heard by the Disciplinary Review Board, the Disciplinary Review Board shall select a chairman to conduct the hearing. If a hearing officer is appointed to hear the appeal, the hearing officer shall have the sole discretion and authority to conduct the hearing.
6. Report of the Hearings. A record of the proceeding shall be taken and maintained by the Agency. The Agency may choose to make a mechanical or electronic record of the proceedings. Costs for transcripts shall be borne by the requesting party.
  7. Adjournment. The hearing may be adjourned or recessed for good cause, upon the request of a party, hearing body or hearing officer.
  8. Exhibits and Witnesses.
    - a. The names of witnesses and exhibits shall be properly identified and shall be made part of the official record. The hearing body or officer may exclude witnesses not under examination and admonish witnesses to refrain from discussing the subject of their testimony with other witnesses or potential witnesses or non-involved third parties. The parties may remain at all times during the proceeding.
    - b. Witnesses shall be required to testify under oath or affirmation. The oath shall read:

"Do you solemnly swear (or affirm) that the testimony you are about to give in this matter shall be the truth, the whole truth and nothing but the truth."
  9. Confidentiality. The hearing shall be closed to the public and shall not be a public record unless an open public hearing is requested and ordered.
  10. Expenses. The expenses of witnesses for either party shall be paid by the party producing such witnesses. Agency employees required to testify shall be on call and shall be relieved of regular duties to testify. Agency employees shall receive their regular compensation for the time taken to testify.
  11. Closing of Hearing. The hearing body or hearing officer shall inquire if either side has anything further to offer. Upon receiving negative replies, the hearing shall be closed. The hearing body or hearing officer shall report its written decision to the Third Party Mediator President of the Board and the parties within thirty (30) days after the closing of the hearing.



The Third Party Mediator shall act upon that recommendation by upholding, reversing or modifying the decision. The Third Party Mediator President of the Board shall notify the parties within five (5) working days of the outcome of their final decision.

## **SECTION 21. FRAUD POLICY.**

### **21.01 General:**

- A. This policy describes the minimum work conduct expectations for Agency employees. The Agency expects that employees will perform their duties conscientiously, honestly, and in accordance with the best interests of the Agency. This policy may include subjects that are addressed in other Agency policies. In such cases, the respective policy is referenced in order for the reader to obtain additional information regarding that subject.
- B. It is the policy of the Agency that all employees must, at all times, comply with all applicable laws and regulations.
- C. The Agency will not condone and will initiate disciplinary/prosecutorial action against any employee who violates the law or engages in unethical business dealings. This includes any payments in consideration of illegal acts, indirect contributions, rebates, and bribery.
- D. All business conduct should be well above the minimum standards required by law. Accordingly, employees must ensure that their actions cannot be interpreted as being, in any way, in contravention of the laws and regulations governing the Agency' operations.

### **21.02. Responsibilities:**

- A. Employees: Every employee is responsible for reading and obtaining an understanding of this policy. Employees uncertain about the application or interpretation of the contents of this policy should obtain clarification from their immediate supervisor.
- B. Supervisors: All supervisors are responsible for discussing the contents of this policy with their staff, as needed. Any questions regarding this policy should be addressed to the appropriate manager.
- C. Management: All managers are responsible for knowing the contents of this policy and are required to be prepared to competently address any concerns or questions raised by their staff.
- D. Human Resources: The Human Resources Department is responsible for the posting of this policy. This policy is applicable to all current employees and new hires. Human Resources is responsible for proposing updates to

this policy when appropriate, and monitoring compliance through audits that are performed.

**21.03. Agency Funds:**

- A. Employees who have access to Agency funds in any form must follow the prescribed procedures for recording, handling, and protecting money as detailed in the Agency's instructional manuals or other explanatory materials, or both. The Agency imposes strict standards to prevent fraud and dishonesty.
- B. When an employee's position requires spending Agency funds or incurring any reimbursable personal expenses, that individual must use good judgment on the Agency's behalf to ensure that good value is received for any expenditure.
- C. Agency funds and all other assets of the Agency are for Agency purposes and not for personal use, except as provided under specific policies. This includes the personal use of Agency assets, such as vehicles and computers.

**21.04. Conflict of Interest:** Employees must not use their position or the knowledge gained as a result of their position for private or personal advantage if such action would be in conflict with the interests of the Agency. Regardless of the circumstances, if employees sense that a course of action they have pursued, are presently pursuing, or are contemplating may involve them in a conflict of interest with the Agency, they should immediately communicate all the facts to their supervisor.

**21.05 Outside Activities, Employment and Directorships:** All employees share a responsibility for the Agency's good public relations, especially at the community level. Their readiness to help with charitable, educational, and civic activities brings credit to the Agency and is encouraged. Employees must, however, avoid acquiring any business interest or participating in any other activity outside the Agency that would (1) create excessive demand upon their time and attention, thus depriving the Agency of their best efforts on the job; and/or (2) create a conflict of interest, an obligation, interest, or distraction that may interfere with their ability to make independent job-related decisions that are in the best interests of the Agency.

**21.06 Relationships With Contractors and Suppliers:** Employees shall not invest in or acquire a financial interest in any business organization that has a contractual relationship with the Agency, or that provides goods or services, or both to the Agency.

**21.07 Conflict of Interest and Disclosure Code:** The Agency has adopted a Conflict of Interest and Disclosure Code. The provisions of this Code are additional to Government Code Section 87100 and the laws pertaining to conflicts of interest. Each person holding a designated position listed in the Code shall file a statement disclosing his/her interest in investments, business positions, real property and income designated as reportable under the

category to which his/her position is assigned and otherwise comply with the Code. This Code may be obtained from the Secretary to the Board.

- 21.08 Gifts, Entertainment and Favors:** Employees must not accept entertainment, gifts, personal favors, or preferential treatment that could influence business decisions in favor of any person or organization with whom or with which the Agency has, or is likely to have, business dealings.
- 21.09 Kickbacks and Secret Commissions:** Employees may not receive payment or compensation of any kind, except as authorized under the Agency's compensation policies. In particular, the Agency strictly prohibits the acceptance of kickbacks and secret commissions from suppliers or others.
- 21.10 Agency Records:** Accurate and reliable records of many kinds are necessary to manage the affairs of the Agency and to meet the Agency's legal and financial obligations. The Agency's books and records must reflect in an accurate and timely manner all business transactions. The employees responsible for accounting and record keeping must fully disclose and record all assets, liabilities, or both, and must exercise diligence in enforcing these requirements. Employees must not make any false record or engage in any false communication, whether internal or external, including but not limited to, false expense, attendance, production, financial, or other misleading representations.
- 21.11 Confidentiality:** When handling financial and personal information about customers, Agency employees, or others with whom the Agency have dealings, must observe the following principles:
- A. Collect, use, and retain only the personal information necessary for the Agency's business. Whenever possible, obtain any relevant information directly from the person concerned. Use only reputable and reliable sources to supplement this information.
  - B. Retain information only for as long as necessary or as required by law. Protect the physical security of this information.
  - C. Limit internal access of personal information to those with a legitimate business reason for seeking that information.
  - D. Safeguard proprietary and confidential information except when disclosure is authorized or required by law.
- 21.12 Reporting of Fraudulent Activity:** If employees become aware, or even suspicious, of any evidence of fraudulent activity, they should immediately advise their supervisor or call the Agency's Human Resource at extension 7003 or 7054 or the General Manager. An anonymous message may be left on either extension.

## **Appendix A**

### **MEDICAL EXPENSE REIMBURSEMENT POLICY AND PROCEDURES**

#### **POLICY:**

Payment to employees for reimbursement for out of-pocket medical expenses and other costs as listed below, shall be authorized as a fringe benefit not to exceed \$1,500 per employee per fiscal year.

#### **SCOPE**

The policy does not allow cash to be taken. It is a “use it or lose it” benefit to cover only the following needs:

1. The cost of all co-pays for health, vision and dental needs in excess of the coverage.
2. The additional cost, over the contribution rate of the agency's Flexible Benefits Plan (determined by the Agency's Board of Directors) to cover a premium higher than the contribution rate.
3. Investment into a 457 plan or other deferred compensation plan to supplement retirement.

#### **PROCEDURES:**

##### **1. Reimbursement for Medical Expenses**

- a. All Agency employees receive an agreed amount not to exceed \$1,500 by filling out the “Pooled Reimbursement Option Form” (\\frodo\public\forms\templates\personnel) to identify the fringe benefits, per fiscal year, to be used.
- b. The employee shall submit a request for reimbursement of medical expenses on a Health Care Claim Form (\\frodo\public\forms). The medical expenses shall be described, along with the date and the amount paid.
- c. The Agency will reimburse eligible expenses up to \$1,500 for the following items:
  - i. Medical insurance co-payments.
  - ii. Insurance deductible amounts.
  - iii. Costs in excess of insurance coverage for such items as eyeglasses, contact lenses, and prescriptions.

##### **2. Obtaining Reimbursement of Eligible Expenses**

- a. To claim reimbursement of eligible medical expenses, an employee must submit to the Human Resources Department a completed Health Care Claim Form. The Health Care Claim Form shall have original receipts or required stubs or other required forms attached.
- b. For HMO co-payments and for vision-related expenses, the employee shall complete a Health Care Claim Form and attach original payment receipts.
- c. To claim expenses or co-payments for prescriptions, the prescription stub from the pharmacy must be attached to a completed Health Care Claim Form. Cash register receipts are not accepted as proof of purchase.
- d. For dental insurance claims, the employee shall attach to the Health Care Claim Form the original **Explanation Of Benefits** (“EOB”) form received from Delta Dental and any receipt from the dentist for any deductible paid. The EOB shows the amount billed by the provider, the amount paid by the

- insurer and the amount due from the employee. This form is mailed to the employee's home by Delta Dental several weeks after the participating dentist has performed the service. Health Care Claim Forms submitted without an EOB will be held in HR/Accounting without payment until the EOB form is submitted.
- e. For employees with PPO-PERS Care and PERS Choice, the employee shall attach to the Health Care Claim Form the original Explanation of Benefits (EOB) from Blue Cross. The EOB shows the amount billed by the provider, the amount paid by the insurer and the amount due from the employee. This form is mailed to the employee's home by Blue Cross several weeks after the participating doctor has performed the service. Health Care Claim Forms submitted without an EOB will be held in HR/Accounting without payment until the EOB form is submitted.
  - f. Employees do not have to participate in an Agency provided health plan to participate in the medical reimbursement fringe benefit. Any doctor provided service or prescribed health expense up to (amount determined by Agency Board of Directors) will be reimbursed provided the original receipt for the service is attached to a completed Health Care Claim Form.
  - g. The Agency will not reimburse for health insurance premiums for health insurance not provided by the Agency.
  - h. Prior Year EOB's Received in the Current Year: When an employee receives an EOB in the current fiscal year for an expense or co-payment incurred in the previous fiscal year, the expense will be reimbursed to the employee in the current fiscal year. However, expenses or co-payments incurred prior to the end of a fiscal year may be charged to the employee's previous fiscal year Medical Reimbursement Account if EOB's and statements are received in HR/Accounting prior to July 31 of the following fiscal year.
  - i. Time Payments: When an employee makes arrangements with a doctor, medical or dental group for time payments for co-payment amounts not covered by insurance, the co-payment amounts shall be reimbursed in the fiscal year paid, up to the maximum amount available under the reimbursement policy. The Agency should be informed in writing as soon as possible of the time payment plan and the payment schedule and amounts. Notification can be made along with submission of the reimbursement form and (if required) the EOB. Time payment amounts paid in a previous fiscal year that exceed the maximum amount reimbursable for that year under this policy shall not be carried forward into the next fiscal year .

### Pooled Reimbursement Option Form

For Fiscal Year:

The additional cost, over the contribution rate of the agency's Flexible Benefits Plan (currently \$1,020.00 per month) to cover a premium higher than the contribution rate. \_\_\_\_\_ \$

The cost of all co-pay for health, vision and dental needs in excess of the coverage. \_\_\_\_\_  
*(will not know until year end)*

Investment into an Agency sponsored deferred compensation plan. (You must sign up for an Agency sponsored plan, contact the Finance Dept.) \_\_\_\_\_  
*(\$1,500 less the amounts above)*

**Total of all the above options must equal \$ 1,500.00 per fiscal year.**     \$ 1,500.00

Employee Name: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

Finance Department Review and Approval: \_\_\_\_\_

**Must be submitted by June 30 of Each Fiscal Year.**

## Appendix B EDUCATIONAL REIMBURSEMENT FORM

(to be updated Annually in September)

**Use the TAB Key to navigate this form**

Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Name of Accredited College: \_\_\_\_\_

Address of College: \_\_\_\_\_

Degree Applied For: \_\_\_\_\_

Expected Date of Graduation: \_\_\_\_\_

Course Description	Units	Course Dates	Grade

**The Agency encourages its employees to continue education directly related to their employment. In order to do so, the following procedure will be observed:**

A. Prior to enrollment, an educational plan will be submitted and approved by the employee's supervisor and the General Manager via an "Educational Assistance Request" ("EAR"). (\\frod0\public\forms).

B. Upon successful completion of the course(s) with a minimum final grade (or equivalent) of "C" or better, the Agency will reimburse the employee for lab fees, registration, parking fees, supplies, textbooks and other costs related to a course, along with tuition, up to an amount not to exceed the cost of the same courses taken at a local State university. (California State University San Bernardino).

C. The employee shall submit a request for reimbursement, attaching proof of the successful completion of the course and all receipt, along with a copy of the original "Educational Assistance Request" form.

D. For Certifications, the Agency will reimburse the amount of the classes and test application fees after successful completion of the classes and a "pass" grade on the certification test.

	School Year		Tuition	Per Unit Cost
University Of California at Riverside	2008-2009	\$	1,796.75	\$ 449.19
California State University San Bernardino (quarter Hours)	2008-2009		832.50	<b>277.50</b>
Calpoly Pomona	2008-2009		1,781.00	593.67
<b>Per Quarter Hour:</b>				<b>280.00</b>
<b>Per Semester Hour:</b>				<b>366.00</b>

Employee Signature	Date:
--------------------	-------

Supervisor Approval	Date:
---------------------	-------

CERTIFICATION (EMPLOYEES)

I have received a copy of the January 9, 2012 Updated Mojave Water Agency Personnel Policies and Procedures and agree to abide by the rules set forth in the policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS ACKNOWLEDGMENT PAGE WILL BE PLACED INTO THE MOJAVE WATER AGENCY PERSONNEL FILE TO DOCUMENT THAT YOU ARE AWARE OF, UNDERSTAND AND AGREE TO ABIDE BY THE MOJAVE WATER AGENCY'S POLICY.**