



FALLBROOK PUBLIC UTILITY DISTRICT
MEETING OF THE PERSONNEL COMMITTEE

AGENDA

WEDNESDAY, JANUARY 19, 2022
9:00 A.M.

FALLBROOK PUBLIC UTILITY DISTRICT
990 E. MISSION RD., FALLBROOK, CA 92028
PHONE: (760) 728-1125

THIS MEETING WILL BE HELD PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(1)(A), WHICH WAIVES CERTAIN BROWN ACT TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY WHEN STATE OR LOCAL OFFICIALS HAVE IMPOSED OR RECOMMENDED MEASURES TO PROMOTE SOCIAL DISTANCING, AND ALLOWS SOME OR ALL OF THE MEMBERS OF THE PERSONNEL COMMITTEE TO ATTEND THIS MEETING TELEPHONICALLY OR VIA VIDEO CONFERENCE. MEMBERS OF THE PUBLIC WHO DO NOT WISH TO ATTEND IN PERSON ARE ENCOURAGED TO PARTICIPATE IN THE MEETING VIA WEB CONFERENCE USING THE BELOW CALL-IN AND WEBLINK INFORMATION. MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE IN THIS MEETING BY ATTENDING IN PERSON AT THE DISTRICT OFFICE LOCATED AT 990 E. MISSION RD., FALLBROOK, CA 92028.

Join Zoom Meeting

<https://us06web.zoom.us/j/89571897840?pwd=ZlpBRTVETzh2eDRpYjJCeG5FTDFydz09>

MEETING ID: 895 7189 7840

AUDIO PASSCODE: 347266

Dial by your location

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PUBLIC COMMENTS: Members of the public may submit public comments and comments on agenda items in one of the following ways:

SUBMIT COMMENTS BEFORE THE MEETING:

- By emailing to our Board Secretary at leckert@fpud.com
- By mailing to the District Offices at 990 E. Mission Rd., Fallbrook, CA 92028
- By depositing them in the District's Payment Drop Box located at 990 E. Mission Rd., Fallbrook, CA 92028

All comments submitted before the meeting by whatever means must be received at least 1 hour in advance of the meeting. All comments will be read to the Board during the appropriate portion of the meeting. Please keep any written comments to 3 minutes.

REMOTELY MAKE COMMENTS DURING THE MEETING: The Committee Chair will inquire prior to Board discussion if there are any comments from the public on each item.

- Via Zoom Webinar go to the "Participants List," hover over your name and click on "raise hand." This will notify the moderator that you wish to speak during oral communication or during a specific item on the agenda.
- Via phone, you can raise your hand by pressing *9 to notify the moderator that you wish to speak during the current item.

MAKE IN-PERSON COMMENTS DURING THE MEETING: The Committee Chair will inquire prior to discussion if there are any comments from the public on each item, at which time members of the public attending in person may make comments.

THESE PUBLIC COMMENT PROCEDURES SUPERSEDE THE DISTRICT'S STANDARD PUBLIC COMMENT POLICIES AND PROCEDURES TO THE CONTRARY.

If you have a disability and need an accommodation to participate in the meeting, please call the Board Secretary at (760) 999-2704 for assistance.

I. PRELIMINARY FUNCTIONS

CALL TO ORDER / ROLL CALL

- A. CONSIDER FINDINGS TO CONTINUE HOLDING REMOTE/TELECONFERENCE COMMITTEE MEETINGS PURSUANT TO ASSEMBLY BILL 361

Recommendation:

1. *That the FPUD Personnel Committee make the following findings by majority vote:*
 - a. *The Governor-declared COVID-19 State of Emergency remains in effect and the Committee has reconsidered the circumstances of the COVID-19 State of Emergency; and*
 - b. *State or local officials continue to impose or recommend measures to promote social distancing.*
2. *That the FPUD Personnel Committee determine that, for the next thirty (30) days, the meetings of the Committee may be held pursuant to the provisions of Government Code section 54953(e), allowing legislative body members and members of the public to participate in meetings remotely in accordance with that section.*

PUBLIC COMMENT

II. ACTION / DISCUSSION -----(ITEMS B – C)

- B. RECOMMENDED SALARY ADJUSTMENT FOR OPERATIONS MANAGER
- C. UPDATES TO PERSONNEL REGULATIONS

ADJOURN TO CLOSED SESSION

IV. ADJOURNMENT OF MEETING

* * * * *

DECLARATION OF POSTING

I, Lauren Eckert, Executive Assistant/Board Secretary of the Fallbrook Public Utility District, do hereby declare that I posted a copy of the foregoing agenda in the glass case at the entrance of the District Office located at 990 East Mission Road, Fallbrook, California, at least 72 hours prior to the meeting in accordance with Government Code § 54954.2(a).

I, Lauren Eckert, further declare under penalty of perjury and under the laws of the State of California that the foregoing is true and correct.

January 13, 2022
Dated / Fallbrook, CA

/s/ Lauren Eckert
Executive Assistant/Board Secretary

M E M O

TO: Personnel Committee
FROM: Nicholaus Norvell, Assistant General Counsel
DATE: January 19, 2022
SUBJECT: Findings to Continue Holding Remote/Teleconference Committee Meetings Pursuant to Assembly Bill 361

Purpose

Consider findings necessary to continue holding remote/teleconference Personnel Committee meetings pursuant to Assembly Bill 361.

Summary

As more fully described in the Board memo for the October 25, 2021 Board of Directors meeting related to AB 361, the State of California has adopted legislation (AB 361), which allows public agencies to hold fully or partially virtual meetings under certain circumstances without being required to follow certain standard Brown Act teleconferencing requirements.

Under AB 361, a legislative body holding a fully or partially virtual meeting pursuant to AB 361 must make certain findings at least every thirty (30) days in order to continue holding such meetings. Because the Board of Directors last made the required findings on behalf of the Board and all FPU D committees more than 30 days ago, the Personnel Committee is required to make the findings to proceed with holding this meeting pursuant to AB 361. The findings would remain in effect for the Committee for the next 30 days.

If the Committee desires to hold the meeting in a manner allowing remote participation pursuant to AB 361, the Committee must reconsider the COVID-19 State of Emergency, find that the proclaimed COVID-19 State of Emergency still exists, and find either of the following: (1) that state or local officials continue to impose or recommend measures to promote social distancing, or (2) that as a result of the COVID-19 emergency, meeting in person would present imminent risks to the health or safety of attendees. Based on the continued COVID-19 State of Emergency and required or recommended social distancing measures, as further described in the October 25, 2021 Board memo, the Committee can make the required findings.

If the Committee does not make the required findings, any Committee members participating remotely would not be able to participate in the rest of the meeting, which may deprive the Committee of a quorum and result in meeting cancellation.

Recommended Actions

1. That the FPUD Personnel Committee make the following findings by majority vote:
 - a. The Governor-declared COVID-19 State of Emergency remains in effect and the Committee has reconsidered the circumstances of the COVID-19 State of Emergency; and
 - b. State or local officials continue to impose or recommend measures to promote social distancing.
2. That the Committee determine that, for the next thirty (30) days, the meetings of the Committee may be held pursuant to the provisions of Government Code section 54953(e), allowing legislative body members and members of the public to participate in meetings remotely in accordance with that section.

M E M O

TO: Personnel Committee
FROM: Lisa Chaffin, Human Resources Manager
DATE: January 19, 2022
SUBJECT: Recommended Salary Adjustment for Operations Manager

Purpose

To obtain approval for the proposed salary adjustment to the Operations Manager position.

Summary

Jason Cavender retired from his position as operations manager, effective November 12, 2021. The District started the recruitment process in July 2021 in hopes of hiring his replacement ahead of his retirement. Of the total 19 applicants, we interviewed the three most highly qualified applicants who possessed the required certifications and/or licenses, but ultimately the District was unable to fill the position with a qualified applicant who was willing to accept the job at the current salary range. The recruitment has remained open, but the position has not attracted qualified applicants and it is necessary for the salary to be adjusted to be more competitive.

The Operations Manager position was included as a benchmark classification for the total compensation study that was recently completed, with the results as follows:

Top Monthly Salary					Total Monthly Compensation Data				
FPUD	Market Average	% above or below	Market Median	% above or below	FPUD	Market Average	% above or below	Market Median	% above or below
\$ 12,715	\$ 15,961	-25.5%	\$ 16,558	-30.2%	\$ 18,144	\$ 22,425	-23.6%	\$ 22,876	-26.1%

The current salary was 25.5% below the market median. It is recommended to adjust the salary to be within the median of comparable agencies. It is recommended to adjust the salary for this position so the top step is \$16,680 per month. This salary is slightly higher than the median given the current salary table and salary steps.

Budgetary Impact

The proposed increase to the salary range of Operations Manager will potentially result in an additional **\$47,580** 12-month salary cost, at the maximum salary for the position. It is likely that the individual hired for the position will not start at the top of the salary range. From a fiscal year budget perspective given the projected length of the existing operations manager vacancy as well as additional vacancies in the water enterprise and the fact that the position will not likely be filled until the end of February with five months remaining in the fiscal year, it is anticipated that the additional position costs in the remainder of the Fiscal Year (February through May) will not require any adjustment to the adopted budget.

Recommended Action

Staff recommends approving the proposed salary adjustment for the Operations Manager position to a maximum monthly salary of \$16,680.

M E M O

TO: Personnel Committee
FROM: Lisa Chaffin, Human Resources Manager
DATE: January 19, 2022
SUBJECT: Updates to Personnel Regulations

Summary

While certain sections of the District's Personnel Regulations have been updated periodically over the years, a full review and update was necessary to ensure consistency with the two existing memorandums of understanding (MOUs) and current personnel-related laws and regulations.

The District provided the employee association leadership with the final draft of the revised Personnel Regulations and offered them an opportunity to share their input and/or ask any questions regarding the proposed changes.

Budgetary Impact

There is no budgetary impact for the proposed changes.

Recommended Action

That the Personnel Committee approve the updated Personnel Regulations.

**PERSONNEL RULES
PROPOSED REVISIONS – 2022**

ORGANIZATION AND OPERATIONS OF THE DISTRICT

INTRODUCTORY PROVISIONS

- A. No-Conflict Clause
- B. No Contract Created
- C. Coverage of Personnel Rules

SECTION 1 - EMPLOYMENT

- A. Equal Employment Opportunity (EEO)
- B. Reasonable Accommodation
- C. Immigration Reform and Control Act
- D. Oath of Office and Disaster Service Worker Designation
- E. Political Activities
- F. Outside Employment and Conflicts of Interest
- G. Nepotism
- H. Recruitment and Selection Procedures
- I. Hiring Bonus, Referral & Relocation Program
- J. Employment Status
- K. Personnel Files & Release of Employee Information
- L. Use of District Property & Equipment
- M. Uniforms
- N. Performance Evaluations
- O. Work-Related Travel & Training

SECTION 3 – COMPENSATION & PAYROLL PRACTICES

- A. Workweek Definition
- B. Work Schedules
- C. Meal & Rest Periods
- D. Overtime and Compensatory Time
- E. Overtime Exempt Positions
- F. Overtime Eligible Positions
- G. Out-of-Class Assignments
- H. Timekeeping Requirements

**SECTION 4 – DEMOTION, TRANSFER, LAYOFF, RESIGNATION/RETIREMENT NOTIFICATION,
REINSTATEMENT, JOB ABANDONMENT**

- A. Demotion
- B. Transfer
- C. Layoff Policy & Procedure
- D. Resignation/Retirement Notification
- E. Reinstatement
- F. Job Abandonment

SECTION 5 – EMPLOYEE BENEFITS

- A. Eligibility for Benefits

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- B. COBRA Coverage
- C. California Public Employees Retirement System (CalPERS)
- D. Social Security/FICA
- E. Health Reimbursement Account (HRA)
- F. Educational Assistance/Tuition Reimbursement
- G. Workers' Compensation

SECTION 6 – ATTENDANCE & LEAVE

- A. Attendance Requirements
- B. Sick Leave
- C. Vacation Leave
- D. Executive Leave
- E. Administrative Leave
- F. School or Childcare Provider Activities Leave
- G. Holiday Leave
- H. Bereavement Leave
- I. California Family Rights Act (CFRA) & Family and Medical Leave Act (FMLA)
- J. Pregnancy Disability Leave
- K. Paid Family Leave (PFL)
- L. Military Leave
- M. Jury Duty & Court Appearances
- N. Time Off to Vote
- O. Time Off for Certification Testing
- P. Leave Without Pay

SECTION 7 – STANDARDS OF CONDUCT

- A. Unlawful Discrimination, Harassment & Retaliation Policy
- B. Workplace Safety
- C. Drug and Alcohol-Free Workplace

SECTION 8 – GRIEVANCE PROCEDURE

SECTION 9 – DISCIPLINARY PROCEDURES

SECTION 10 – MANAGEMENT RIGHTS

SECTION 11 – AMENDMENTS TO PERSONNEL RULES

**PERSONNEL RULES
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ORGANIZATION AND OPERATIONS OF THE DISTRICT

The Fallbrook Public Utility District was incorporated as a political subdivision of the State of California in 1922 and operates under the provision of the Public Utility Act, Division 7, of the Public Utility Code as adopted in 1953. The District is governed by a Board consisting of five Directors, each of whom is elected to serve for a term of four years. The Board establishes policies regulating the business of the District, while the day-to-day business activities of the District are administered by the General Manager, who is appointed by and serves at the pleasure of the Board of Directors. The District is not subject to the rules and regulations of the Public Utility Commission of the State of California.

Commented [LC1]: Revised language from PR 11.1

INTRODUCTORY PROVISIONS

A. NO-CONFLICT CLAUSE

If a provision of these personnel rules conflicts with any provision of an applicable memorandum of understanding (MOU), the MOU provision shall prevail unless the provision of these rules has been negotiated more recently.

Commented [LC2]: New Section

B. NO CONTRACT CREATED

These rules do not create any contract of employment, expressed or implied, or any rights in the nature of a contract.

C. COVERAGE OF THE PERSONNEL RULES

These rules establish the personnel system for Fallbrook Public Utility District.

These rules will not take the place of common sense nor will they provide an answer to all personnel-related questions and issues that may arise within the District.

These rules shall apply to all employees of the District, except those employees excluded below or except where the rules specifically provide otherwise. Excluded employees and employee groups are:

1. General Manager; and
2. Employees designated as volunteer, temporary, per diem, provisional or seasonal.

These employees or employee groups hold their positions at the will of the Board of Directors or General Manager and are not obligated by or entitled to benefits provided by these rules.

SECTION 1 – EMPLOYMENT

Commented [LC3]: PR 11.6 Conditions of Employment 11.10.2 Employment Decisions and Practices Language Revised

A. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Fallbrook Public Utility District prohibits discrimination against employees or applicants for employment on the basis of race, color, religion, sex, gender identity, national origin, ancestry, citizenship status, age, marital status, physical or mental disability, medical condition, genetic

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information, sexual orientation, or any other basis protected by law. The District will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately, as outlined in section 7.A, Unlawful Discrimination, Harassment & Retaliation Policy.

B. REASONABLE ACCOMODATION

The District provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA).

Commented [LC4]: New – Legal Mandate for Employers

1. REQUEST FOR ACCOMMODATION

An employee who desires reasonable accommodation/s in order to perform essential job functions should make such a request in writing to the Human Resources Manager. The request must identify: a) the job-related functions at issue; and b) the desired accommodation(s).

2. REASONABLE DOCUMENTATION OF DISABILITY

Following receipt of the request, the Human Resources Manager may require additional information, such as a reasonable documentation of the existence of a disability.

3. FITNESS-FOR-DUTY EXAMINATION

The District may require an employee to undergo a fitness-for-duty examination at the District's expense to determine whether the employee can perform the essential functions of their job, with or without reasonable accommodation. The District may also require that a District-approved physician conduct the examination.

4. INTERACTIVE PROCESS DISCUSSION

After receipt of reasonable documentation of disability and/or fitness-for-duty report, the District will arrange for a discussion, in person or via telephone call, with the applicant or employee, and their representative(s), if any. The purpose of the discussion is to work in good faith to fully consider all feasible potential reasonable accommodations.

5. CASE-BY-CASE DETERMINATION

The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The District will not provide accommodation(s) that would pose an undue hardship upon the District finances or operations, or that would endanger the health or safety of the employee or others. The District will inform the employee in writing of its decision as to reasonable accommodation(s).

C. IMMIGRATION REFORM AND CONTROL ACT

The District verifies that each new employee is legally eligible to work in the United States by completing an I-9 form for all new employees, regardless of their citizenship status. The District

Commented [LC5]: NEW

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uses E-Verify, a web-based system, to verify the identity and employment eligibility of newly hired employees by electronically matching information provided by employees on the Form I-9, Employment Eligibility Verification, against records available to the Social Security Administration (SSA) and the Department of Homeland Security (DHS).

D. OATH OF OFFICE AND DISASTER SERVICE WORKER DESIGNATION

As a condition of employment, all public employees, except those exempted by law, are required to take an oath or affirmation to uphold the Constitution of the State and the United States of America against all enemies foreign and domestic in accordance with the California Constitution. As an additional condition of employment, in accordance with Government Code Section 3100, all public employees are declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law.

Commented [LC6]: NEW

E. POLITICAL ACTIVITIES

The political activity of employees is restricted in accordance with California Government Code Sections 3201 through 3209. Employees can participate in off-duty political campaigns. Further, an employee that successfully campaigns for a Fallbrook Public Utility District Board seat must terminate employment with the District. Employees may not use their positions to try to influence others. Employees may not directly or indirectly solicit political funds or contributions from the Board members or other employees during work hours. Employees may not participate in political activities of any kind while in uniform, on District premises, or during working hours.

Commented [LC7]: NEW

F. OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

Employees shall not engage in any outside employment which might reasonably result in a conflict of interest, or an apparent conflict of interest, between the private interests of the employee and their official duties and responsibilities as an employee of the District. No employee shall directly or indirectly accept, engage in, or continue in any outside employment or business activity, full- or part-time, paid or unpaid, whether through another employer or their own business. In addition, employees:

- Are prohibited from using their District position to secure outside employment;
- Are prohibited from using their regular work hours and/or sick leave for outside employment; and
- Are prohibited from using District resources, including equipment, supplies and vehicles for outside employment.

District employees' primary responsibility is to their District employment. If an employee is called to an after-hours incident or emergency, whether from the standby list or otherwise, they are required to fulfill their District responsibility by finishing the required work before they leave for outside employment.

G. NEPOTISM

The hiring of a current District employee's relative is not permitted without the approval of the General Manager. A relative may only be hired if they do not work in the same department, they

Commented [LC8]: PR 11.3.g
Added Language in MOU

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are not under the direct or indirect supervision of the other, and neither occupies a position which has influence over the other's employment, promotions, or salary administration. A relative is defined as a spouse, parent, child, sibling, grandparent, aunt/uncle, niece/nephew, cousin, mother/father-in-law, brother/sister-in-law, and domestic partners.

H. RECRUITMENT & SELECTION PROCEDURES

1. FILLING OF VACANT POSITIONS

Whenever a vacancy in a new or existing position occurs, preference in filling it shall be given to existing qualified District employees whenever possible.

2. TYPE OF RECRUITMENT

The determination of the type of recruitment to be conducted shall be made by the Human Resources Manager after consultation with the hiring manager/supervisor and the General Manager. Recruitments may be conducted as either of the following:

- a. Open-Competitive Recruitment - Any individual may apply. An open-competitive recruitment may be conducted on a continuous basis, without a specified filing deadline, pending receipt of a sufficient number of qualified applicants.
- b. Closed-Promotional Recruitment – Only current District employees, excluding temporary employees, may apply.

3. EMPLOYMENT APPLICATIONS

Applications must be submitted by the applicant within the filing period stated on the job announcement. Filing periods may be extended as deemed necessary by the Human Resources Manager. Any false statement or willful omission of information on the application forms may be grounds for rejection of the application or subsequent discharge of the employee. The Human Resources Manager or designee may reject any application which does not demonstrate that the applicant meets the minimum qualifications for the position for which the application was submitted.

I. HIRING BONUS, REFERRAL & RELOCATION PROGRAM

This program shall be administered at the General Manager's discretion and may include one or more of the following:

- 1. Site visit covered at the District's expense in certain instances for a finalist for a vacant position.
- 2. Lump sum payment to cover moving/relocation expenses for a new employee who moves within an hour response time of the District's main office.
- 3. Signing bonus up to 10% of the position salary, depending on the position and difficulty to fill.
- 4. \$500 paid to a current employee for their referral of any new hire from outside the District and upon successful completion of the new employee's initial probationary period.

Commented [LC9]: Revised language from PR 11.3.f "Appointment to Positions"

Commented [LC10]: MOU Language

Commented [LC11]: NEW

Commented [LC12]: PR 11.6 "Conditions of Employment" Revised

Commented [LC13]: NEW – Board Approved Oct 2021

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Options 2 and 3 above will include a payback agreement requiring the employee to pay back 100% of the monies to the District if the employee voluntarily leaves employment within 2 years.

J. EMPLOYMENT STATUS

1. INITIAL PROBATIONARY PERIOD

All newly-hired employees shall serve an initial probationary period of no less than 6 months of actual and continuous employment, during which time the District determines whether work performance or work-related behavior meets the required standards of the employee's position. A supervisor may, with approval of the General Manager, require an extension of an employee's initial probationary period not to exceed 12 months total. During the initial probationary period, the employee may be rejected at any time, without the right to appeal.

2. REGULAR EMPLOYMENT

Upon successfully completing the initial probationary period, an employee achieves regular employment status.

3. PROMOTIONAL PROBATIONARY PERIOD

Current District employees promoted to another position outside of their current position series (i.e., promotion to a different position altogether, not from a I to II level in the same position, such as a utility worker I to utility worker II) shall serve a promotional probationary period of not less than 6 months. A promoted employee rejected during their promotional probationary period shall be reinstated to the position from which he/she was promoted unless he/she is subject to termination for disciplinary reasons.

4. TEMPORARY EMPLOYMENT

An employee assigned to work on a particular project or on a job of limited duration is a temporary employee. A temporary employee: (1) does not hold regular employment status, (2) does not serve a probationary period, (3) can be dismissed from District employment at any time without cause, right to appeal, grievance or hearing, and (4) is not entitled to earn, accrue, or participate in any District employee benefit plans, or paid or unpaid leaves, except as required by law.

K. PERSONNEL FILES & RELEASE OF EMPLOYEE INFORMATION

1. PERSONNEL FILES

The District maintains a personnel file on each employee. An employee's personnel file will contain only material that is necessary and relevant to the administration of the District's personnel program. Personnel files are the property of the District and access to the information they contain is restricted.

a. REVIEW OF PERSONNEL FILE

An employee may review their own personnel file by contacting human resources to arrange an appointment. If an employee wishes to have another

Commented [LC14]: PR 11.4 "Classification of Non-Exempt Employees" language revised

Commented [LC15]: NEW

Commented [LC16]: NEW

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person/representative review their personnel file, the employee must provide the person/representative with written authorization. The review must be conducted in the presence of the human resources manager or their designee and under no circumstances is the employee and/or the employee's designee permitted to add or remove any items from the employee's personnel file during the review.

2. RELEASE OF EMPLOYEE INFORMATION

- a. Upon request, the District will release to the public information about its employees as required by the Public Records Act. The District will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.
- b. All requests from outside the District for reference checks or verification of employment for any current or former employee must be referred to the human resources department. Information will be released only if the employee signs an authorization for release of employment information. Without such authorization, the following limited information will be provided: dates of employment, position/s held and salary.
- c. All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with applicable state or federal law. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for District business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employees and the necessary accommodations.

Commented [LC17]: Revised language from PR 11.11.d

Commented [LC18]: NEW

L. USE OF DISTRICT PROPERTY AND EQUIPMENT

- 1. District property is to be used only for conducting District business unless otherwise authorized by a supervisor, manager, or the General Manager in advance. District property includes, but is not limited to telephones, cell phones, computers (hardware and software), lockers, communications such as e-mails and voicemails stored and/or transmitted on District property, vehicles and other District property used by employees in the performance of their work.
- 2. The District's **Vehicle & Equipment Use Program** contained within the Injury Illness Protection Program (IIPP), as referenced in the Workplace Safety section of these rules, provides the expectations of employee use and consequences for misuse.
- 3. District property may be monitored and searched at any time and for any reason. Messages sent or received on District equipment, including cell phones may be saved and reviewed by others. As a result, District employees have no expectation of privacy in the messages sent or received on District property or equipment.
- 4. Every District employee is required to adhere to all District rules and policies while on

Commented [LC19]: PR 11.30 District Cell Phone Assignments & Usage & PR 11.31 Miscellaneous/Use of District Equipment or Materials Language Revised

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District property or using District property or equipment.

5. Minimal personal use of communications equipment is permitted. Employees may use District cell phones, tablets, telephones and email for personal use provided that the use:
 - a. Is kept to a minimum;
 - b. Does not have a negative impact upon other District employees or operations;
and
 - c. Is not abusive, illegal, or inappropriate.

M. UNIFORMS

Employees who are required to wear uniforms shall maintain a neat and clean appearance at all times. Complete uniforms shall be worn while on District time, unless a prior approval from the appropriate supervisor or manager is obtained. Torn garments shall not be worn and shall be replaced as soon as possible. The District’s *Uniform Program* provides additional guidance, beyond what is included in the current memoranda of understanding.

N. PERFORMANCE EVALUATIONS

1. FREQUENCY

New employees will receive their first performance evaluation at 6 months; the second at the completion of 1 year; and each year thereafter on their employment anniversary date. If an employee is promoted to a job outside of their current position series (i.e., promotion to a different position altogether, not from a I to II level in the same position, such as a utility worker I to utility worker II), their performance evaluation date will become the date of their promotion.

2. PROCESS

An employee’s performance evaluations must be documented in writing, on the District’s designated form, with the employee given an opportunity to submit a voluntary self-evaluation form for their supervisor’s consideration in drafting the employee’s performance evaluation. Human Resources also provides the supervisor/manager with a list of the trainings that the employee has completed throughout the rating period. If an employee’s performance evaluation is more than 30 days overdue, the employee’s step increase, if applicable, shall be granted, retroactive to the date following the end of the evaluation rating period, pending their supervisor’s completion of the performance evaluation.

3. APPEAL

An employee may appeal an overall performance rating of “does not meet requirements” to the General Manager. This appeal is not part of the grievance process and the decision of the General Manger is final.

Commented [LC20]: Updated PR 11.5.b “Position Classification and Salary Schedule.” with language in MOU

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O. WORK-RELATED TRAVEL & TRAINING

Travel expenses shall be budgeted by staff as a part of the annual budget process. Any travel expenses approved with the budget shall be considered authorized for that fiscal year only. Before the District expends any funds for authorized travel that involves lodging or public transportation expenses, the employee must complete a request form for their supervisor/manager's approval.

Commented [LC21]: Previously in Admin Code – Article 12

1. EXPENSES INCURRED ON DISTRICT BUSINESS

Employees of the District may be called upon to travel in conjunction with their job functions. Federal and State codes permit and provide guidance for reimbursement of expenses and compensation to employees while traveling on District business. The District will reimburse District staff for reasonable expenses incurred while traveling on District business to include lodging, meals, transportation, and related incidentals.

2. ADVANCES AND PREPAYMENT OF OTHERWISE REIMBURSABLE EXPENSES

Employees may request prepayment of registration, transportation, and lodging and may request an advance upon expected costs for meals, fuel for District or rental vehicles, public ground transportation, and taxis using the necessary form. Prepayments and advances shall be limited to the employee's expenses only. Advances shall not exceed the total maximum allowable meal reimbursement anticipated for the trip plus known costs of ground transportation. Advances should be requested in a timely manner to allow normal processing through accounts payable.

3. REIMBURSEMENT OF EXPENSES

Each employee shall be reimbursed for travel expenses incurred while traveling on authorized District business, as follows:

- a. **TRANSPORTATION.** The District will pay for reasonable transportation costs. If for personal preference or for non-business related reasons the employee incurs additional travel expenses, the employee will be responsible for the additional expenses.
- b. **AIR TRANSPORTATION.** The District will reimburse employee(s) or pre-pay costs for economy (coach) class airfares. The District will endeavor to purchase airline tickets in advance taking advantage of discounts and low airfares. Whenever possible, air reservations shall be made to permit travel during normal business hours.
- c. **AUTOMOBILE TRANSPORTATION.** Whenever travel by vehicle is most cost effective or practical, staff shall endeavor to use a District vehicle. Staff must have a valid driver's license to operate a District vehicle. The District will reimburse employees for gasoline purchases with receipts while using a District vehicle;

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however, employees should ensure that the vehicle has sufficient fuel to reach the desired destination and return, or a full tank of fuel, before departing from the District offices.

- i. Employees must obtain permission from their manager or supervisor before using a personal vehicle in conjunction with District business. In situations where employees use personal vehicles on District business, the employee must maintain a valid California Driver's License and at least the minimum automobile insurance coverage required by the State of California or make arrangements for a driver who meets the above requirements. Employees may not be reimbursed for travel in a personal vehicle if either the license or insurance requirements are not met.
- ii. If a personal vehicle is used, the employee will be reimbursed at the current maximum allowable tax-exempt reimbursement rate provided by the IRS regardless of the actual operating costs of the vehicle. Employees who receive a monthly mileage allowance are not eligible to receive reimbursement for mileage.

d. RENTAL CAR TRANSPORTATION. The District will cover the expenses required for use of a rental car whenever approved prior to departure. The maximum reimbursement for rental cars shall be based on the rate provided for a compact car. Upgrades or additional cost features are the employee's responsibility.

e. MISCELLANEOUS TRANSPORTATION. Whenever practicable, bus, taxi, rail, shuttle, etc. transportation may be used in lieu of, or in conjunction with, the modes listed above.

4. MEALS AND LODGING

Whenever travel requires meals, the meals are reimbursable provided the employee presents an itemized receipt, along with the required form, for all meals. Meals are reimbursable based on the Meals and Incidental Expenses (M&IE) as updated by the U.S. General Services Administration:

- a. **FULL DAY REIMBURSEMENT.** When an employee is traveling for a full day and no meals are provided for by other sources, such as pre-paid registration, the employee may be reimbursed for meal expenses at the rate provided by the M&IE per day. If an employee exceeds the rate provided by the M&IE, they will only be reimbursed for the amount provided by the M&IE.
- b. **SINGLE MEAL REIMBURSEMENT.** When an employee requires reimbursement for a single meal while traveling, the maximum meal reimbursement amount shall be at a rate provided by the M&IE for breakfast, lunch, and/or dinner. If an employee

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exceeds the rate provided by the M&IE, they will only be reimbursed for the amount provided by the M&IE.

- c. **PARTIAL DAY REIMBURSEMENT.** When an employee will be traveling for a partial day or where a single meal is provided for by other sources such as pre-paid registration, the maximum reimbursement amount shall be at the rate provided by the M&IE per meal. If an employee exceeds the rate provided by the M&IE, they will only be reimbursed for the amount provided by the M&IE.
- d. **TAXES AND GRATUITIES.** The maximum meal reimbursement amounts are inclusive of and assume expenses for taxes and gratuities of up to 15%.
- e. **LODGING.** The District will reimburse employees or pre-pay accommodations in single rooms at conference facilities or in close proximity when applicable. In the absence of conference accommodations, normal single-room business, government or commercial class accommodations may be obtained. Under normal circumstances, lodging will not be reimbursed for the night before a conference starts and the night after it ends. However, in situations where available travel schedules would require the employee to leave home before 6:00 a.m. or return to home after 12:00 a.m., lodging for the night before or the night after will be reimbursable. If staying overnight, an extra night, or over a weekend at a destination allows for a reduction of travel expenses and the cost of accommodations is less than the savings realized by the reduced transportation expenses, the District may pre-pay or reimburse the employee for the extra night's lodging. Only lodging expenses may be reimbursed in these situations.

5. ENTERTAINMENT

The District will not cover expenses incurred for recreation or entertainment.

6. INCIDENTAL EXPENSES

Unavoidable, necessary, and reasonable authorized expenses will be fully reimbursed by the District. Some examples of allowable expenses are:

- Reasonable transportation to local restaurants and to operational functions that are a part of conference events.
- Reasonable gratuities, up to 15%, on reimbursable expenses.
- Parking fees related to conference functions.
- Fees for in-room high speed internet access for each day while registered at the hotel.

The following expenses are not reimbursable: alcoholic beverages, parking or traffic violations, in-room services or movies, laundry services, or expenses incurred by spouses, family members or guests.

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7. EMPLOYEES’ RESPONSIBILITY

Itemized receipts must be attached for all expenses in order to qualify for reimbursement.

Expenses will not be reimbursed for meetings that have been pre-paid and not attended. Employees may be required to reimburse the District for any pre-paid expenses for any unexcused absence. The General Manager will determine if an absence from a pre-paid meeting is excused or unexcused.

Expenses incurred by spouses, family members, or guests are the employee’s responsibility.

8. TRAVEL-TIME PAY

During any compensable hours of travel, employees are subject to any and all provisions of the District’s policies, procedures and these rules.

Commented [LC22]: Some language taken from MOU
Travel Time Pay

Commented [LC23]: NEW

Exempt employees do not receive any additional pay when required to travel as part of their District duties. The District agrees to pay non-exempt employees for travel time in accordance with the Fair Labor Standards Act (FLSA) and as follows:

a. TRAVEL TIME. Normal travel to/from home and work is not considered hours worked.

b. SINGLE-DAY TRAVEL. Time spent by an employee in travel as part of their normal work activities, such as travel from their District location (i.e., office/job site) to an off-site training/seminar during regular working hours is considered hours worked.

If an employee is required to travel to another city and return home the same day, the travel time to and from the other city, from their primary District location/office, during their regular working hours is considered hours worked. If the employee takes a lunch break, it is not considered hours worked. If the employee uses public transportation, the travel time between the employee’s home and the point where they obtains this transportation (i.e. bus station, airport, etc.) is considered commute time, it is not considered hours worked.

c. TRAVEL AWAY FROM HOME OVERNIGHT ON A REGULARLY SCHEDULED WORK DAY.

Travel time involving a required overnight stay is considered hours worked only when it is during the employee’s regular work hours; the employee is simply substituting travel for their regular work hours.

Commented [LC24]: NEW

If the employee regularly works from 8 a.m. to 5 p.m., Monday through Friday, traveling during the same hours on Saturday and/or Sunday is considered hours worked; however, the employee is considered by the District to be on a flexible schedule and their starting time, meal and rest periods, etc. are adjusted to accomplish work with minimal overtime.

Any work that the employee performs while traveling is considered hours worked even if these hours are outside their normal work schedule; however, the employee shall first

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get approval from their supervisor/manager, or their designee, before performing such work.

SECTION 3 – COMPENSATION & PAYROLL PRACTICES

Commented [LC25]: PR 11.16 Payroll Procedure

A. WORKWEEK DEFINITION

The regular workweek covers a 7-day period that begins exactly 4 hours after the start of shift on Friday (#1) and ends exactly 4 hours after the start of shift on the following Friday (#2). For timekeeping purposes, the 4 hours (11:30 AM-3:30 PM) intended for Friday #1 are to be entered on Saturday as a technical work-around for the timekeeping system and any hours actually worked on Saturday should be noted as such in the comment field.

Commented [LC26]: Language taken from Timeclocks Plus statement that all employees agree to when submitting their timecards

B. WORK SCHEDULES

The District implemented a 9/80 work schedule in 1992 whereby in any two-week pay period, employees work 8 days (e.g., Monday, Tuesday, Wednesday, Thursday) for 9 hours each day, and 1-day (e.g., Friday) for 8 hours, with an alternating day off (e.g. Friday).

Commented [LC27]: Revised language from PR 11.12 Hours of Work

The 9/80 work schedule has two alternating teams, "blue" and "gold." Supervisors will assign the employee to a team that ensures sufficient coverage for their department operations.

Some classifications may not be eligible for the 9/80 work schedule as determined by the supervisor and approved by the General Manager. Accommodations will be considered by the General Manager for employees who prefer not to work the 9/80 schedule. All team changes will be approved by the General Manager.

C. MEAL & REST PERIODS

Commented [LC28]: NEW

1. MEAL PERIOD

A thirty minute non-compensated meal period shall be provided to all full-time employees and should be taken at the approximate mid-point of the shift.

2. REST PERIOD

A fifteen minute compensated rest period will be provided all employees for each four hours of work. The rest period shall be taken at a time designated by the employee's supervisor/manager, or their designee. The rest periods may not be combined to shorten the workday or to extend the meal period.

3. LACTATION ACCOMODATION

Commented [LC29]: NEW

Pursuant to Labor Code Section 1030, the District shall provide an adequate space and a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk.

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D. OVERTIME AND COMPENSATORY TIME

Commented [LC30]: Supplement to MOU language

1. PRIOR APPROVAL REQUIRED

- a. No employee may work non-emergency overtime without advance approval from their supervisor. Working overtime without advance approval is grounds for discipline.

2. OVERTIME DEFINITION

- a. Unless otherwise stated in a current memorandum of understanding, employees shall be paid one and one half times (1.5) their hourly rate of pay for all hours worked beyond their regularly scheduled hours in one work day.
- b. Unless otherwise stated in a current memorandum of understanding, vacation time, compensatory time (comp. time) and sick leave shall be included as time worked for the purpose of calculating overtime pay.

3. COMPENSATORY TIME. When an employee works overtime, the employee may elect to accrue comp. time in lieu of receiving overtime payment at a rate of 1.5 hours for each overtime hour worked.

- a. Comp. time may accrue up to a maximum of 40 hours.
- b. Comp. time usage shall not be reasonably denied if operations will not be adversely affected.
- c. Upon separation from the District, employees shall be paid 100% of their accrued comp. time balance at their then base hourly rate of pay.

E. OVERTIME EXEMPT POSITIONS

Employees in positions listed in the management section of the District’s salary table are exempt and not eligible to receive overtime compensation.

Commented [LC31]: PR 11.3 Non-Classified Employees - Updated

F. OVERTIME ELIGIBLE POSITIONS

Employees in positions in the District’s salary table that are not in the management section are non-exempt and eligible to receive overtime compensation.

Commented [LC32]: PR 11.4 “Classification of Non-Exempt Employees” - Updated

G. OUT-OF-CLASS/ACTING ASSIGNMENTS

An out-of-class (OOC) assignment is a temporary assignment of a regular, non-probationary, employee to a higher-level classification. Employees placed in an OOC assignment must meet the minimum qualifications of the higher-level position and the OOC assignment may end at any time without advance notice or right of appeal. No single OOC assignment shall exceed a period of 960 hours within 12 months.

Commented [LC33]: MOU language, plus additional language and clarification on partial v. full assignments

1. PARTIAL ASSIGNMENT

When a supervisor/manager is going to be away from the office and unavailable for more than one day, he or she may request approval from the General Manager to have a qualified employee serve in a partial out-of-class assignment in the supervisor’s/manager’s absence.

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- a. The employee approved for an OOC assignment shall receive an additional 15% out-of-class pay.
- b. Partial out-of-Class pay is only provided for time actually worked. Employees will not receive out-of-class pay while on paid time off (e.g. vacation or sick leave) and/or for a District-observed paid holiday, unless they are called into work on a District-observed paid holiday.

2. FULL ASSIGNMENT

An employee will serve in a full out-of-class assignment, assuming 100% of the higher position duties, for a vacant position for which there is an active recruitment to fill the position.

- a. As defined by Gov. Code 20630, the total hours worked by an employee serving in a full out-of-class assignment are reportable as special compensation to CalPERS and include: holidays, sick leave, industrial disability leave, compensatory time off, and leave of absence.

H. TIMEKEEPING REQUIREMENTS

All employees are required to accurately enter their hours worked in the District's timekeeping system in order to generate their timecard for their supervisor's/manager's approval.

- 1. Employee time from 1 to 7 minutes shall be rounded down, and thus not counted as hours worked, but employee time from 8 to 14 minutes must be rounded up and counted as a quarter hour of work time.
- 2. Falsifying information entered into the timekeeping system shall be grounds for discipline.
- 3. Failure by an employee to regularly and timely complete and submit their timecard for their supervisor's/manager's approval may be grounds for discipline.

SECTION 4 – DEMOTION, TRANSFER, LAYOFF, RESIGNATION/RETIREMENT NOTIFICATION, REINSTATEMENT, JOB ABANDONMENT

A. DEMOTION

An employee who is voluntarily demoted to a lower classification for which they meet all the requirements, shall be paid at the rate of pay for the lower position that is closest to their rate of pay of the position they previously held.

B. TRANSFER

The District may transfer an employee at any time, whether temporarily or permanently. Whenever possible, an employee being transferred will receive five working days' notice.

Commented [LC34]: NEW

Commented [LC35]: MOU language

Commented [LC36]: NEW Section

Commented [LC37]: NEW

Commented [LC38]: NEW

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C. LAYOFF POLICY AND PROCEDURE

Commented [LC39]: NEW

1. Whenever a layoff becomes necessary due to a legitimate reason, such as lack of appropriate funds, curtailment or lack of work, an employee may be laid off or demoted without disciplinary action and without right of appeal.
2. Employees to be laid off will be given, whenever possible, at least fourteen calendar days' prior notice.
3. Employees will be laid off in the inverse order of their seniority in their classification, with the lowest seniority being laid off first. In cases where the District determines that seniority is equal between two or more employees, past performance as evidenced by, among other factors, the employee's performance evaluations, shall be considered.
4. Within each class, employees will be laid off in the following order, unless special skills are required: temporary, part-time, probationary, and regular.
5. In the event of a layoff, employees who have been promoted during their service with the District may demote to a former classification they formerly held, if there is a vacancy.
6. A regular employee who is laid off shall be placed on a re-employment list for two years from the date of layoff for the position they held. If a vacancy becomes available over the course of the re-employment list's two years, an employee on the list shall be offered to fill the vacant position before a recruitment is conducted. The employee must still meet all necessary requirements for the position to which he or she is to be reemployed, with or without reasonable accommodation.

D. RESIGNATION/RETIREMENT NOTIFICATION

Commented [LC40]: NEW

An employee wishing to resign or retire in good standing shall submit a written or emailed notification at least 2 weeks prior to the effective date of resignation/retirement. The District will pay an employee for all hours worked and any applicable and available leave balances on the next regular payday following their resignation/retirement.

A one-time payment of \$500 shall be included in the employee's final check if they provide the District with a 30-day written notice of their pending resignation/retirement date. A one-time payment of \$1,000 shall be included in the employee's final check if they provide the District with a minimum 90-day written notice of their pending resignation/retirement date. In either case, if the employee provides said notice, but resigns/retires before the end of the 30 or 90 days, they will not be eligible to receive the one-time payment.

E. REINSTATEMENT

Commented [LC41]: NEW

An employee who has resigned in good standing with the District may be considered for reinstatement for up to two years after their resignation, upon approval of the General Manager. The employee will be reinstated to the salary range and step closest to that which they held at the time of their resignation and will receive a new anniversary date as the first

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date of employment upon reinstatement. The reinstated employee will serve a new initial probationary period.

F. JOB ABANDONMENT

Except as otherwise provided by law including, but not limited to, federal and state provisions related to return from military leave, failure by an employee to return to duty or notify the District of their intent to return to duty within 48 hours of the date he/she is scheduled to return from any type of leave shall be considered an automatic resignation and the employee shall be notified of their automatic resignation from District employment. The District will consider evidence of extenuating circumstances if it is submitted by the employee to the District within ten calendar days of the postmark of the District notice.

Commented [LC42]: PR 11.3.g “Appointment to Position”
Added current MOU language

SECTION 5 – EMPLOYEE BENEFITS

A. ELIGIBILITY FOR MEDICAL/DENTAL/VISION BENEFITS

1. New regular full-time employees and their qualified dependents are eligible for health, dental and vision benefits on the first day of the month following their date of hire and upon proper application and acceptance, as set forth in the agreement between the District and ACWA/JPIA for the benefit plan year that begins January 1 and ends December 31 of each year. For the purpose of these benefits, full-time is defined as an employee who works at least 24 work hours per workweek.
2. Employees are responsible for providing the necessary notification to Human Resources within 30 days of a qualifying event in order to properly add or terminate coverage for a qualified dependent.
 - a. An employee who fails to remove a dependent who is no longer eligible for coverage under the District plan/s, shall be responsible for repayment of all premiums paid by the District, retroactive to the loss of qualifying coverage date.

B. COBRA COVERAGE

Upon an employee’s separation from District employment, or the loss of a dependent’s qualifying medical/dental/vision coverage, employees will receive information on COBRA (Consolidated Omnibus Budget Reconciliation Act), the Federal law that offers continuation coverage options at the individual’s expense for a limited duration.

Commented [LC43]: NEW

C. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

The District participates in the California Public Employees' Retirement System (CalPERS).

Commented [LC44]: PR 11.22 “Retirement Programs”
Updated with Current MOU Language

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1. **CLASSIC MEMBERS.** Employees hired at the District before January 1, 2013 are considered “classic members” and contribute 8% of their salary, with the following provisions under the District’s contract with CalPERS:
 - a. Pre-Retirement Option 2W Benefit;
 - b. Retirement Benefit Formula of 2.5% at age 55; and
 - c. Single Highest Year Final Compensation Option.
2. **PEPRA MEMBERS.** Employees hired on or after January 1, 2013 who are also “new members” will contribute 50% of the normal cost established by CalPERS pursuant to the Public Employees’ Pension Reform Act (PEPRA), with the following provisions under the District’s contract with CalPERS:
 - a. Pre-Retirement Option 2W Benefit;
 - b. Retirement Benefit Formula of 2% at age 62; and
 - c. Average of Three Highest Years’ Compensation.

D. SOCIAL SECURITY/FICA

Since April 20, 1951, all employees of the District have been participants in the Federal Social Security Program. Payroll deductions are taken from each employee's pay and matching contributions are made by the District.

Commented [LC45]: PR 11.22 “Retirement Programs”

E. HEALTH REIMBURSEMENT ACCOUNT (HRA)

Employees retiring after age 50, with 10 or more years of continuous employment, may be eligible to participate in the District’s HRA, as detailed in the current memoranda of understanding and plan document on file with Human Resources.

Commented [LC46]: PR 11.22 Retirement Programs

F. EDUCATIONAL ASSISTANCE/TUITION REIMBURSEMENT

The costs for tuition, books, supplies and equipment necessary for class are considered qualifying educational expenses eligible for reimbursement. Eligible expenses also include student activity fees that all students are required to pay to enroll in or attend the school. The following expenses are not considered qualified educational expenses:

- Meals
- Lodging
- Insurance
- Medical expenses (including student health fees)
- Transportation (including parking-related fees)
- Education involving sports, games, hobbies (unless job-related)

Commented [LC47]: PR 11.29 “Tuition Reimbursement Updated”

G. WORKERS’ COMPENSATION

1. An employee who sustains a work-related injury or illness shall be covered by the District’s workers’ compensation program.

Commented [LC48]: PR 11.13 Revised

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2. An employee who cannot work as a result of a work-related injury or illness, shall receive workers' compensation payments of 2/3 of their regular earnings, with the remaining 1/3 supplemented by an employee's available sick leave hours, for a total not to exceed 100% of their pre-injury/illness earnings. If an employee's sick leave is exhausted, their other available leave hours (i.e., vacation/comp. time) shall be used before the employee enters into a leave without pay status.
3. If an employee is injured while at work and needs to be treated by a doctor on the date of the injury, the District will compensate the employee for time spent at the appointment during regular work hours; the employee does not need to use their own available sick leave hours for the appointment.
4. Beyond the date of injury, an employee's sick leave shall be used for on-duty hours used for medical evaluations, treatments, or other medical related activities associated with a worker's compensation illness or injury. If the employee's sick leave balance is exhausted, another paid leave (e.g., vacation/comp. time) shall be used.
5. When an employee is injured on the job and, according to their physician, is able to return to work with temporary modifications to their job duties, the District will make every effort to place the employee in a modified assignment until he or she is released back to full duty. The nature of the assignment will depend on the physical restrictions of the employee as stated by the treating physician and the availability of a modified position in the employee's normal department or another department that is consistent with the physical restrictions. An employee's acceptance of a modified duty assignment, if available, will be mandatory.

Commented [LC49]: NEW

Commented [LC50]: Isabel - Use of other leave optional or mandatory before LWOP???

Commented [LC51]: NEW

SECTION 6 – ATTENDANCE & LEAVES

A. ATTENDANCE REQUIREMENTS

Not reporting to work as scheduled, arriving late to work or leaving work early without advance notice and approval from an employee's supervisor/manager, or their designee, is prohibited and is subject to discipline, up to and including termination.

Commented [LC52]: NEW

B. SICK LEAVE

Regular and probationary employees will accrue 3.69 hours of sick leave per pay period. Sick leave usage shall be allowed for the following qualifying reasons:

Commented [LC53]: MOU

- For the employee's own illness or injury.
- For the employee's own diagnosis, care, or treatment of an existing health condition; or preventative care, including medical and dental appointments.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including: parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling.
- To obtain relief or services related to being the victim of domestic violence, sexual assault, or stalking, including the following, with appropriate certification of the need

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for such services:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as the result of an act of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

In accordance with California Kin Care Law, regular full-time employees may use up to ½ of their annual accrued total sick leave to care for a family member. If an employee’s sick leave balance is exhausted, another paid leave (e.g. vacation, comp. time) will be used.

A sick leave absence of more than 40 hours resulting from an employee’s non-work-related injury or illness will require that the employee submit a doctor’s note to human resources upon their return to work.

Any suspected abuse of sick leave usage is subject to discipline, up to and including termination.

C. VACATION LEAVE

Each regular and probationary employee will accrue vacation leave as follows:

1 through 5 years = 4.00 hours per pay period

After 5 years = 4.62 hours per pay period effective on 5th anniversary

After 10 years = 6.15 hours per pay period effective on 10th anniversary

After 15 years = 7.69 hours per pay period effective on 15th anniversary

After 19 years = 8.00 hours per pay period effective on the 20th anniversary

1. The General Manager may grant a newly hired employee a higher starting vacation accrual rate, up to a maximum of 8 hours per pay period.
2. The General Manager may grant a newly-hired employee a starting vacation balance/bank of up to 40 hours.
3. An employee may elect to use accrued vacation for scheduled medical, dental or vision appointments, evaluations or associated activities if they have exhausted their sick leave balance.

Commented [LC54]: MOU

Commented [LC55]: Mgt MOU language

Commented [LC56]: NEW

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4. Employees who terminate their employment with the District shall be paid for all accrued and available vacation leave. If an employee's last day of employment with the District falls within the middle of a pay period, their vacation leave hours accrued for that pay period will be prorated accordingly.

D. EXECUTIVE LEAVE

Management employees accrue 1.54 hours of executive leave per pay period, up to a maximum of 120 hours. Once an employee reaches the maximum accrual of 120 hours, they will stop accruing executive leave until their balance is below 120 hours. Half (½) of an employee's executive leave balance shall be cashed out upon voluntary termination or retirement.

Commented [LC57]: MGT MOU

E. ADMINISTRATIVE LEAVE

The District has the right to place an employee on paid administrative leave at any time, pending investigation of misconduct, potential disciplinary action, or other reasons that the General Manager or Human Resources Manager, in their discretion, believes warrant such leave. The employee has no right to appeal the decision to place the employee on paid administrative leave. An employee on paid administrative leave is required to comply with all lawful orders of the District.

Commented [LC58]: NEW

F. SCHOOL OR CHILDCARE PROVIDER ACTIVITIES LEAVE

School or child care provider activities leave is the allowable use of the employee's existing leave credits to attend school or child care provider activities; to enroll or reenroll a child in a school or with a licensed child care provider; or to address a school or child care provider emergency.

Commented [LC59]: MOU

A regular employee who is a parent, guardian, stepparent, foster parent or grandparent with custody, or who stands in loco parentis, of a child enrolled in grades K through 12 of a public or private school, or in a licensed child day care facility, is eligible for school or child care provider activities leave.

An employee may use up to 40 hours of their existing vacation, sick leave, or compensatory time hours per calendar year, but not more than 8 hours in any single calendar month, regardless of the number of children the employee may have. If the employee does not have sufficient paid leave available, they shall be allowed to take unpaid personal leave. The 8 hour per month limitation does not apply for leave to address a school or child care provider emergency. An emergency means that an employee's child cannot remain in school or with a child care provider due to one of the following:

- The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child be picked up from the school or child care provider;
- Behavioral or discipline problems;

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- Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; and/or
- A natural disaster, including, but not limited to, fire, earthquake or flood.

Employees are required to give 48 hours advance notice, unless it is a school or child care provider emergency as indicated above, of their desire to take school or child care provider activities leave. Advance notice of less than 48 hours may only be given with approval by the District. The District may also require that the employee provide documentation verifying participation in school or child care provider activities.

G. HOLIDAY LEAVE

1. ACTUAL HOLIDAY DATES

Following are the actual holiday dates, which may differ from the District’s observed holiday date, as described below: New Year’s Day - January 1, Martin Luther King, Jr. Day - 3rd Monday in January, Presidents' Birthday - 3rd Monday in February, Memorial Day - Last Monday in May, Independence Day - July 4, Labor Day – 1st Monday in September, Veterans Day - November 11, Thanksgiving Day – 4th Thursday in November, Day after Thanksgiving – 4th Friday in November , Christmas Eve - December 24, Christmas Day - December 25, and New Year’s Eve Day - December 31.

2. DISTRICT OBSERVED HOLIDAYS

Any of the actual holiday dates listed above that fall on a Saturday shall be observed (i.e., District offices will be closed) on the preceding Friday. Any of the above holidays that fall on a Sunday shall be observed on the following Monday.

3. HOLIDAY PAY

An employee whose regularly scheduled work day falls on an actual holiday date as listed above in “1” above, **not** the date that the District observes the holiday, shall be paid for their actual hours worked, plus holiday pay for their regular hours for that day.

An employee contacted outside of their regular work hours to assist in emergency repairs on an actual holiday, as listed in “1” above, not the date that the District observes the holiday, shall be paid double-time for hours worked, with a guaranteed minimum of two hours of double time.

For an employee on a 9/80 work schedule, when a holiday falls on their regular Friday off, the holiday will be observed and the employee will have the following Monday off.

To be eligible for holiday pay, an employee must be in paid status in the in the pay period that includes the holiday.

Commented [LC60]: MOU

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H. BEREAVEMENT LEAVE

In the event of a death in the family, regular and probationary employees shall be eligible for up to 3 working days off with pay to attend the funeral or make funeral arrangements, subject to the following provisions:

- The relatives designated shall include child, parent, spouse, sibling, grandparent, grandchild, aunt/uncle, niece/nephew, cousin, and domestic partner. It shall also include "in-law" relatives and those relationships generally called "step."
- Bereavement leave is not compensable for days falling outside an employee's regular work schedule.
- All requests for bereavement leave shall be made in writing as soon as practical but in no event later than the first day back to work, and shall be subject to approval of the human resources manager.

Commented [LC61]: MOU

I. CALIFORNIA FAMILY RIGHTS ACT (CFRA) & FAMILY AND MEDICAL LEAVE ACT (FMLA)

The District will comply with the California Family Rights Act and the Federal Family and Medical Leave Act laws.

1. ELIGIBILITY. Employees who have been employed with the District for at least 12 months, and have at least 1,250 hours of service in the prior 12 months immediately preceding the requested leave, may request an unpaid job-protected leave of absence for up to 12 weeks (i.e., 480 hours). If in any case both parents are employees of the District and entitled to leave in connection with the birth, adoption or foster care of a child, the parents are limited to a combined 12 weeks total in a 12 month period.

2. LEAVE ENTITLEMENT. Eligible employees may take up to 12 workweeks of leave in a 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

The District will continue to pay the employee's insurance premiums during their qualified leave; however, if an employee does not have, or has exhausted, available leave hours and enters into an unpaid status, all rules outlined in the below section, [Leave Without Pay](#), will apply for the period of leave when the employee is on without pay status.

Commented [LC62]: PR "Medical & Family Care" Leave Revised

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3. LEAVE NOTIFICATION REQUIREMENTS

Employees must provide enough information for the human resources manager to reasonably determine whether the CFRA/FMLA may apply to the leave request. Employees must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances. When an employee seeks leave for a CFRA/FMLA-qualifying reason for the first time, the employee need not expressly assert CFRA/FMLA rights or even mention the CFRA/FMLA. If an employee later requests additional leave for the same qualifying reason, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

4. COMPENSATION DURING LEAVE

The employee must first utilize all accumulated sick leave and may elect to use any available vacation and/or compensatory time before being placed in a leave without pay status. All rules outlined in the below section, [Leave Without Pay](#), will apply for the period of CFRA/FMLA leave when the employee is in unpaid status.

An employee may be eligible to receive supplement benefits/payments directly through California’s SDI program, into which all District employees contribute. It is the employee’s responsibility to apply for this benefit and to provide human resources with supporting documentation to determine how much of their SDI benefit can and should be supplemented to get them to 100% of their usual earnings.

J. PREGNANCY DISABILITY LEAVE

An employee who is disabled because of pregnancy, miscarriage, abortion, childbirth, or a related medical condition is entitled to job-protected, pregnancy disability leave pursuant to CFRA/FMLA.

Commented [LC63]: NEW – Legal Mandate

1. NOTICE AND CERTIFICATION REQUIREMENTS

Notice and certification requirements are as those listed above CFRA/FMLA.

2. COMPENSATION DURING LEAVE

The employee must first utilize all accumulated sick leave and may elect to use any available vacation and/or compensatory time before being placed in a leave without pay status. All rules outlined in the below section, [Leave Without Pay](#), will apply for the period of CFRA/FMLA leave when the employee is in unpaid status.

An employee may be eligible to receive supplement benefits/payments of approximately 60% to 70% of their salary directly through California’s SDI program, into which all District employees contribute. It is the employee’s responsibility to apply for this benefit and to provide human resources with supporting documentation to determine how much of their SDI benefit can and should be supplemented to get them to 100% of their usual earnings.

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3. REINSTATEMENT

Upon the expiration of job-protected leave, the employee will be reinstated in her original position.

K. PAID FAMILY LEAVE (PFL)

PFL is a benefit through California’s SDI program, into which all District employees contribute, of approximately 60% to 70% of an employee’s salary for up to eight weeks and allows mothers and fathers time to bond with a new child within the child’s first year. It can be used to bond with a biological, foster, or adopted child.

The District requires that an employee whose PFL does not immediately follow CFRA/FMLA leave, during which they already would have supplemented their job-protected leave with available sick/vacation hours, use 40 hours of vacation prior to receiving PFL benefits.

It is the employee’s responsibility to apply for this benefit and to provide human resources with supporting documentation to determine how much of their SDI benefit can and should be supplemented to get them to 100% of their usual earnings whenever possible. The employee must first utilize all accumulated sick leave and may elect to use any available vacation and/or compensatory time before being placed in a leave without pay status. All rules outlined in the below section, [Leave Without Pay](#), will apply for the period of PFL when the employee is in unpaid status.

Commented [LC64]: PR 11.21 “State Disability Insurance and Paid Family Leave” Revised

L. MILITARY LEAVE

The administration of military leave shall conform to both state and federal laws including, but not limited to, the requirements of the California Military & Veterans Code and the federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Such employee shall be entitled to the applicable leaves of absence and employment and reemployment rights and privileges provided by the Military & Veterans Code of the State of California and USERRA. The employee must provide reasonable advance notice of the need for military leave and must provide the District with a copy of all military orders. An employee ordered to active duty for training purposes in the U.S. armed forces, will be paid the difference between their District salary and the basic pay received for active military duty for a maximum of 10 working days per year.

Commented [LC65]: MOU

M. JURY DUTY & COURT APPEARANCES

Employees shall be compensated at their base hourly rate of pay for serving jury duty during the employee’s regularly scheduled work hours. In order to be compensated for jury duty leave, the employee must submit to human resources a copy of their jury duty summons, along with their time-in/time-out tracking sheet as provided by the court.

If the jury duty assignment is not for an entire day, as verified by the court’s time clock record, and there are still at least four hours remaining to their normal work shift, the

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employee must report back to the District to complete their normal shift after being released by the court.

If the employee is required to report to the court house at least two and one-half hours after his or her scheduled start time, they should report to work at the beginning of his or her normal work shift. The supervisor will make sure that the employee is released from work to report to the appropriate court at the required time.

If the employee is placed by the court on “phone standby,” the employee should report to work at the beginning of their normal work shift. The supervisor will make sure that the employee can make the phone call and that the employee is released from work to report to the court, if necessary, at the required time.

An employee subpoenaed to appear in court in a matter unrelated to their District job duties or because of civil or administrative proceedings that they initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use accrued vacation time or other eligible time for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

Commented [LC66]: NEW

N. TIME OFF TO VOTE

Employees are eligible for up to two hours paid time off for the purpose of voting only if they do not have sufficient time outside of working hours, during the polls’ operating hours of 7:00 am to 8:00 pm, to vote on Election Day. In these cases, an employee may take as much time as they need to vote, but only two hours of that time will be paid by the District.

Commented [LC67]: NEW

O. TIME OFF FOR CERTIFICATION TESTING

Employees are eligible for up to four hours paid time off during their regularly scheduled working hours to take an exam/test for job-related certifications. The employee must first receive prior approval from their supervisor/manager to ensure that the exam/test is job-related and that the employee’s absence will not cause an undue operational staffing hardship. If there is a staffing hardship, the employee’s supervisor/manager may request that the employee reschedule their exam/test for a later date.

P. LEAVE WITHOUT PAY

Leave without pay may be granted by the General Manager. The employee’s accrued leave shall be used before entering into an unpaid status and leave hours will not accrue while an employee is on unpaid leave. After 30 days of continuous leave without pay, the employee shall reimburse the District for medical, dental, and vision benefits.

Commented [LC68]: PR 11.15 Leaves of Absence Revised

SECTION 7 – STANDARDS OF CONDUCT

A. UNLAWFUL DISCRIMINATION AND HARASSMENT & RETALIATION POLICY

Commented [LC69]: PR 11.10 Unlawful Discrimination, Harassment & Retaliation Policy Updated in 2018

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1. PURPOSE

The Fallbrook Public Utility District (“District”) has a strong commitment to prohibiting and preventing discrimination, harassment, and retaliation in the workplace. The District has zero tolerance for any conduct that violates this policy. Conduct need not rise to the level of a violation of state or federal law to violate this policy. Instead, a single act can violate this policy and provide grounds for discipline or other appropriate sanctions. This policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment, and retaliation. The District encourages all covered individuals to report any conduct they believe violates this policy as soon as possible.

The District prohibits any retaliation against an employee because they filed or supported a complaint or because they participated in the complaint resolution process. Individuals found to have retaliated in violation of this policy will be subject to appropriate sanctions or disciplinary action, up to and including termination.

2. EMPLOYMENT DECISIONS AND PRACTICES

The District affords equal employment opportunity for all qualified employees and applicants as to all terms of employment including compensation, hiring, training, dismissal, promotion, transfer, layoff, recall, and discipline. The District prohibits discrimination against employees or applicants for employment on the basis of race, color, religious creed, sex, national origin, age (40 and over), physical or mental disability, medical condition, marital status, sexual orientation, genetic information, gender, gender identity, gender expression, military and veteran status, or any other basis protected by law.

Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report the conduct immediately by using the complaint procedures provided in this policy, or by contacting the U.S. Equal Employment Opportunity Commission, or the California Department of Fair Employment and Housing.

Absent undue hardship or direct threats to the health and safety of employee(s), the District provides employment-related reasonable accommodations to:

- a. Qualified individuals, applicants and employees, with disabilities to enable them to perform essential job functions;
- b. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if so requested, and with the advice of a health care provider;
- c. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and

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- d. Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.

3. PROTECTED CLASSIFICATION

The District strictly prohibits discrimination, harassment, or retaliation because of an individual's protected classification. "Protected classification" includes sex, race, religious creed, color, age (over forty), national origin, ancestry, marital status, medical condition, genetic information, sexual orientation, gender, gender identity, gender expression, physical or mental disability, military and veteran status, or any other basis protected by law.

This policy prohibits discrimination, harassment, and retaliation because: 1) of an individual's protected classification; 2) the perception that an individual is in a protected classification; or 3) the individual associates with a person who has or is perceived to be in a protected classification. Such harassment by employees and non-employees is not only unlawful, but it may result in high turnover, absenteeism, low morale and productivity, and an uncomfortable work environment.

4. COVERED INDIVIDUALS

This policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, recruitment, testing, selection, hiring, placement, promotion/demotion, disciplinary action, transfer, layoff, recall, leave of absence, compensation, termination, rates of pay, benefits and selection for training. This policy applies to all applicants, employees regardless of rank or title, elected and appointed officials, interns, volunteers, and contractors.

5. PROTECTED ACTIVITY

This policy prohibits discrimination, harassment, or retaliation because of an individual's protected activity. Protected activity includes making a request for an accommodation for a disability; making a request for accommodation for religious beliefs; making a complaint under this policy; opposing violations of this policy; or participating in an investigation under this policy.

6. DISCRIMINATION DEFINED

This Policy prohibits treating covered individuals differently and adversely because of the individual's protected classification, actual or perceived; because the individual associates with a person who is member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined in this Policy.

7. HARASSMENT DEFINED

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Harassment includes, but is not limited to, the following types of behavior taken because of a person's actual or perceived protected classification:

- a. Speech, such as epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification.
- b. Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes, but is not limited to, pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- c. Visual acts, such as derogatory posters, cartoons, emails, pictures or drawings related to a protected classification.
- d. Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature where:
 - i. Submission to the offensive conduct is an explicit or implicit term or condition of employment;
 - ii. Submission to, or rejection of, the offensive conduct forms the basis for an employment decision affecting the employee; or
 - iii. The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

8. GUIDELINES FOR IDENTIFYING HARASSMENT

Harassment includes any conduct that would be unwelcome or unwanted to an individual of the recipient's same protected classification. The following guidelines to determine if conduct is unwelcome or unwanted should be followed:

- a. It is no defense that the recipient "appears" to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized or subjected to retaliation.
- b. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.
- c. Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not directed explicitly or specifically at a particular individual.
- d. Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct (e.g., gifts, over-attention, endearing nicknames, hugs) can violate this policy if the conduct is directed at, or implicates a protected classification, and if an individual would find it offensive.

9. RETALIATION DEFINED

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Retaliation occurs when adverse conduct is taken against a covered individual because of the individual's protected activity as defined in this policy. "Adverse conduct" may include but is not limited to: disciplinary action, counseling, taking sides because an individual has reported discrimination or harassment; spreading rumors about a complainant or about someone who supports or assists the complainant; shunning or avoiding an individual who reports discrimination or harassment; or making real or implied threats of intimidation to prevent or deter an individual from reporting discrimination or harassment.

10. REPORTING AND COMPLAINT PROCEDURE

A covered individual who believes he/she has been the subject of discrimination, harassment, or retaliation may make a complaint, orally or in writing, to **any** supervisor, manager, or department head, without regard to any chain of command, or to the Human Resources Manager.

Supervisors and managers who receive complaints or who observe or hear of discriminating, harassing, or retaliating conduct shall immediately inform the Human Resources Manager.

Upon receipt of a complaint, the Human Resources Manager will complete and/or delegate the following steps:

- a. Provide a copy of this policy to the complainant, if he/she is not already aware of the Policy and inform the complainant of the steps the District intends to take in response to the complaint.
- b. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with: 1) the complainant; 2) the accused; and 3) other persons who have relevant knowledge concerning the allegations in the complaint.
- c. Review the factual information gathered through the investigation to determine whether the alleged conduct violates the policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- d. Report a summary of the determination as to whether this policy has been violated to appropriate persons. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
- e. If conduct in violation of this policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- f. Inform the complainant of the conclusion of the investigation.
- g. Take reasonable steps to protect the complainant from further harassment, discrimination, or retaliation.

If the Human Resources Manager is accused, or is a witness to the events at issue, an individual with higher authority will complete and/or delegate the following steps. If the complaint is against the General Manager, the Human Resources Manager should route the complaint to the President of the Board of Directors.

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11. PROACTIVE APPROACH

The District takes a proactive approach to potential policy violations and will conduct an investigation if a supervisory or management employee becomes aware that discrimination, harassment, or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.

Every reported complaint of harassment will be investigated immediately, as confidentially as the fact gathering allows, thoroughly, objectively, and completely. In addition, the District will not tolerate any form of retaliation against any employee for making a complaint or cooperating in the investigation of a complaint. Supervisors are responsible for ensuring employees under their supervision do not engage in retaliation against an employee for making a complaint, or for participating as a witness in an investigation. Reports of retaliation can be made to a supervisor, manager, or the Human Resources Manager. Due to the serious nature of harassment, the District recognizes that false accusations can have serious consequences and therefore those who make false allegations may also be subject to disciplinary action.

12. OPTION TO REPORT TO OUTSIDE ADMINISTRATIVE AGENCIES

An individual has the option to report discrimination, harassment, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed on the Internet, in the government section of the telephone book, or employees can check the posters that are located on District bulletin boards for office locations and telephone numbers.

13. CONFIDENTIALITY

The District will make every effort to assure the confidentiality of complaints made under this policy to the greatest extent allowed by law; however, complete confidentiality cannot occur due to the need to investigate fully and the duty to take effective remedial action. The District prohibits an employee interviewed during the course of an investigation from attempting to influence any potential witness while the investigation is ongoing. An employee may discuss their interview with a designated representative. The District will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

14. RESPONSIBILITIES

Each non-manager or non-supervisor is responsible for:

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- a. Treating all individuals in the workplace or on worksites with respect and consideration.
- b. Modeling behavior that conforms to this policy.
- c. Participating in periodic training.
- d. Cooperating with the District's investigations pursuant to this Policy by responding fully and truthfully to all questions posed during the investigation.
- e. Taking no actions to influence any potential witness while the investigation is ongoing.
- f. Reporting any act he/she believes in good faith constitutes discrimination, harassment, or retaliation as defined in this policy, to their immediate supervisor, manager, or the Human Resources Manager.

In addition to the responsibilities listed above, each manager and supervisor is responsible for:

- a. Immediately reporting potential violations of this policy of which they become aware to the Human Resources Manager, regardless of whether a complaint has been submitted.
- b. Informing employees of this Policy.
- c. Taking all steps necessary to prevent discrimination, harassment, and retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
- d. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
- e. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
- f. Informing those who complain of harassment, discrimination, or retaliation of their option to contact the EEOC or DFEH regarding alleged policy violations.
- g. Assisting, advising, or consulting with employees and the Human Resources Manager regarding this policy.
- h. Assisting in the investigation of complaints involving employee(s) in their departments and, when appropriate, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these policies, up to and including termination.
- i. Implementing appropriate disciplinary and remedial actions.
- j. Participating in periodic training and scheduling employees for training.

15. DISCIPLINE

Individuals found to have violated this policy will be subject to appropriate sanction or disciplinary action, up to and including termination. With regard to acts of harassment by customers or vendors, corrective action within the reasonable control of the District will be taken after consultation with the appropriate management personnel.

16. EMPLOYEE ACCEPTANCE OF POLICIES

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All employees are required to read and request necessary clarification of this policy. Each employee is required to sign a statement of receipt acknowledging that: a) he/she has received a copy or has received access to this policy; and b) understands that he/she is responsible to read and become familiar with the contents and any revisions to this policy. Employees with questions concerning this policy, should contact the Human Resources Manager.

17. TRAINING DIRECTIVE

Pursuant to AB 2053, all supervisory employees will receive, at least every two years, a minimum of two hours of interactive training and education regarding the prevention of sexual harassment and abusive conduct in the workplace. The training and education shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against and the prevention and correction of sexual harassment and the remedies available to victims of sexual harassment in employment. The training and education shall also include practical examples aimed at instructing supervisors in the prevention of discrimination, harassment, and retaliation, and shall be presented by trainers or educators with knowledge and expertise in the prevention of discrimination, harassment, and retaliation.

The General Manager or their designee will send written notification of the mandatory training to all District supervisory employees. Each participant is responsible for knowing the contents of this policy and for using the information learned at mandatory trainings to provide periodic training to employees at safety meetings. Training will include the issue of harassment by a person providing services pursuant to a contract against district employees.

Employees whose job responsibilities include investigating complaints of discrimination, harassment, and retaliation will attend training seminars conducted by experienced educators and/or investigators to learn about discrimination, harassment, and retaliation in the workplace, investigation techniques, and prevention strategies.

B. WORKPLACE SAFETY

1. The District is committed to the health and safety of its employees and to providing a safe work environment. Employees shall not be expected under any circumstances to perform work that violates any occupational health or safety standards.

The District recognizes the need to comply with regulations governing accident, injury and illness prevention and to promote overall employee safety. The District has established a comprehensive, injury and illness program (IIPP), which contains, but is not limited to the following elements:

- Responsibilities of staff for program implementation;
- Procedures for identifying hazards and inspection methodology;
- Plans for correcting unsafe conditions or work practices;

Commented [LC70]: NEW

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- Vehicle and equipment use;
- Employee communication of safety concerns; and
- Safety recordkeeping.

A copy of the District's most current IIPP is provided to all employees upon hire and as updates are made to the program.

2. Safety articles and protective clothing must be worn consistently as required by the classification.
3. An employee must notify their supervisor/manager and the safety & risk officer of any work-related injury, accident and/or incident immediately, regardless of the severity.

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C. **DRUG & ALCOHOL-FREE WORKPLACE**

It is the policy of the District that no employee shall be under the influence of alcohol and/or legal or illegal drugs while on the job or while serving on standby. The District's *Drug & Alcohol-Free Workplace Policy* as it applies to all employees and the District's *DOT Alcohol and Controlled Substance Policy* as it applies to employees with commercial driver's license outline the specific requirements and consequences for violation/s of the policies.

Commented [LC71]: PR 11.6.e Alcohol and Drug Use Revised

SECTION 8 – GRIEVANCE PROCEDURE

A grievance shall be considered as any matter for which appeal is not elsewhere provided concerning a dispute about the interpretation or application of the terms or conditions contained in an MOU, the Personnel Rules, or a District policy or procedure regarding the same. Timeframes, as set forth throughout the grievance procedure, may be extended by mutual agreement between the parties.

Commented [LC72]: PR 11.8 Revised and includes MOU language

A. **PURPOSE**

To provide employees, either individually or through their association representative, with a means of obtaining further consideration of a complaint or issue after every reasonable effort has failed to resolve them through less formal discussion.

B. **PROCEDURE**

• **STEP 1. FIRST LEVEL OF REVIEW - IMMEDIATE SUPERVISOR**

An employee should first try to get their complaint/issue settled informally through discussion with their immediate supervisor within 15 business days of the occurrence of the event resulting in the grievance. If the employee is not in agreement with the outcome of the discussion, they have the right to file a formal grievance, in writing, to the Operations Manager or Human Resources Manager within 10 business days after receiving the informal decision of their immediate supervisor.

• **STEP 2. SECOND LEVEL OF REVIEW – OPERATIONS MANAGER OR HUMAN RESOURCES MANAGER**

If an employee does not receive a satisfactory answer or resolution from their immediate supervisor, he will be allowed 10 business days to refer the grievance, in writing, to the Operations Manager, in the case of field personnel, or to the Human Resources Manager in the case of office personnel. The written grievance shall detail the facts upon which the grievance is based and be dated and signed by the employee. After receiving the written grievance, the Operations Manager or Human Resources Manager will promptly schedule a meeting to provide the employee an opportunity to present his appeal personally. The manager who met with the employee will provide a written response within 15 business days. If the employee does not agree with the decision reached, he/she may present the appeal in writing to the General Manager.

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• **STEP 3. THIRD LEVEL OF REVIEW - GENERAL MANAGER**

The General Manager or his/her designated representative should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The General Manager may designate any person or persons to advise them concerning the appeal. The General Manager shall render their decision in writing to the employee within 10 business days after receiving the appeal. The decision at this step shall be final and conclusive for all parties.

C. GRIEVANCE AGAINST GENERAL MANAGER

A grievance in which the General Manager is a party may be submitted to the President of the Board of Directors. The written grievance shall detail the facts upon which the grievance is based and be dated and signed by the employee. The grievance shall be submitted to the President of the Board of Directors within 15 business days of the event resulting in the grievance. The Board of Directors will investigate the grievance and may hold a formal or informal hearing at its discretion, unless waived by the employee. The Board of Directors shall submit its written decision within 10 business days. The decision of the Board of Directors is final.

Following submission of the General Manager's answer, and before going to Section 4, Advisory Arbitration, matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts and information will be reviewed in an effort to resolve the matter.

Commented [LC73]: NEW

- **STEP 4. ADVISORY ARBITRATION.** Any dispute or grievance which has not been resolved by the grievance procedure may be submitted to advisory arbitration by the Association Representative or the District within ten working days, following its termination in the grievance procedure. The following Advisory Arbitration procedures shall be followed:

Commented [LC74]: NEW

(1) The requesting party will notify the other party in writing of the matter to be arbitrated and the contract provision(s) allegedly violated. Within 5 working days of the receipt of this notice, the parties may agree upon an arbitrator, or a panel of 3 arbitrators trained in conducting grievance hearings. If agreement on an arbitrator cannot be reached, the State Department of Industrial Relations shall be requested by either or both parties to provide a list of 5 arbitrators. Both the District and the Association shall have the right to strike 2 names from the list. The party requesting the arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

(2) The arbitrator shall hear the case within 20 working days after the arbitrator has been selected. The arbitrator may make a written report of their findings to the Association and the District within 15 working days after the hearing is concluded. The arbitrator shall make rules of procedure. The decision of the arbitrator shall be advisory to the General Manager who shall render a final decision within 10 working days. The arbitrator shall have no authority to amend, alter, or modify this agreement or its terms and shall limit recommendations solely to the interpretation and

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application of this agreement.

(3) Each grievance or dispute will be submitted to a separately convened arbitration proceeding except when the District and the Association mutually agree to have more than one grievance or dispute submitted to the same arbitrator.

(4) The District and the Association shall share the expense of arbitrators and witnesses and shall share equally any other expenses, including those of a stenographer, if required by either party. If either party elects not to follow the advisory decision rendered by the arbitrator, that party shall pay the entire cost of the arbitration process, including the expense of the arbitrator, witnesses, and/or stenographer.

SECTION 9 – DISCIPLINARY PROCEDURES

Violations of the District’s Personnel Rules, safety rules, criminal law, and/or actions which are insubordinate, flagrantly careless and/or incompetent, or otherwise prejudicial to the best interests of the District, will be subject to disciplinary action, up to and including termination.

While it is the District’s intent to take a progressive approach to disciplinary matters, progressive discipline is not required depending on the severity of the employee’s misconduct.

A. DISCIPLINARY ACTIONS NOT SUBJECT TO NOTICE AND APPEAL PROCEDURES

The following disciplinary actions may be taken to address an employee’s performance deficiencies and/or to address a violation as stated above: verbal counseling/warning, written warning, reassignment, or suspension without pay for up to 3 days.

B. DISCIPLINARY ACTIONS SUBJECT TO NOTICE AND APPEAL PROCEDURES

The following disciplinary actions require that written notice of intent to discipline be given to the employee, with an opportunity for the employee to appeal the proposed discipline: suspension from duty without pay for 4 or more days, salary step reduction, demotion, or termination from District employment.

C. PROCEDURES A written notice of intent to discipline shall be provided to the employee not less than 10 business days prior to the effective date of the proposed disciplinary action and shall contain:

1. Specific charges upon which action is based;
2. The reasons why such action is being taken;
3. Copies of the materials upon which the action is based;
4. Information essential to give the employee a fair opportunity to answer the charges made;
5. A time and date no less than 5 business days after the notice of intent to discipline was provided to the employee by which the employee must submit a written response, including their intent to appeal the proposed discipline either in writing or at a Skelly meeting with the General Manager; and

Commented [LC75]: PR 11.9 “Disciplinary Action/Termination for Cause
NOTE: MOU Language Updated

Commented [LC76]: CURRENT LANGUAGE – More typically, the Skelly meeting is with the “dept. head” and the employee can appeal to the GM, whose decision is final. With our structure, we could state the Skelly is with the assigned manager of the dept.

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6. A tentative date and time for a Skelly meeting.

Failure of the employee to respond to the notice of intent to discipline shall constitute a waiver by the employee of any right to appeal the proposed discipline and will result in the discipline being imposed as originally presented.

If the employee or former employee is dissatisfied with the decision made by the General Manager or his designee, he may appeal in writing, to the President of the Board of Directors. This written notice of appeal shall be filed with the Secretary of the District no later than fifteen calendar days after the date of service of the notice of the General Manager's or his designee's decision, whichever is earlier. Either party may also request a no-cost mediation through the State Mediation and Conciliation Service prior to the appeal hearing. Such request must be made by the employee within the same 15 calendar day period noted above, or by the District within 15 calendar days of receiving notice of the employee's written appeal.

1. The Secretary shall schedule a hearing within thirty calendar days of the date of filing of the notice of appeal, and the Secretary shall notify the employee of the time and date fixed for the hearing. This time can be extended for good cause.
2. Upon conclusion of the hearing, the Board of Directors shall inform the employee, in writing, of their determination within 5 business days. This time can be extended for good cause.
3. The Board of Directors has the power to reinstate a discharged employee and/or to impose less severe discipline on the employee. The decision of the Board of Directors is final and cannot be appealed.

SECTION 10 – MANAGEMENT RIGHTS

The District shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the District's activities are conducted, managed and administered, and the employee associations recognize the exclusive right of the District to establish and maintain departmental rules and procedures for the administration of its departments.

The District has the exclusive right and authority to determine the mission of the District's departments, commissions and boards.

The District shall determine assignments, and establish methods, standards of service and the processes by which assignments are performed to maintain the efficiency of operations, and while every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that the employee shall perform all such duties as assigned by the District.

Commented [LC77]: CURRENT LANGUAGE – Change to no appeal to Board and GM decision being final?

Commented [LC78]: PR 11.2 "District Rights" revised

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The District has the authority to schedule all work and/or overtime work as required in the manner most advantageous to the District.

The District exercises complete control and discretion over the District's organization and the technology utilized in the performance of its work.

The District shall determine the procedures and standards of selection for employment.

The District reserves the right to discipline or discharge employees subject to these rules.

The District reserves the right to lay off personnel of the District at any time.

The District has the exclusive right to transfer employees within departments and to positions outside a department in a manner most advantageous to the District.

The District shall have the authority, without prior meeting and conferring, to effect reorganizations and reallocation of work of the District. The District will meet and confer to discuss the impacts of such a decision.

The District has the right, without prior meeting and conferring, to contract for matters relating to operations, including contracting out bargaining unit work. The right of contracting or subcontracting is vested exclusively in the District.

The District has the right to take all necessary actions to carry out its mission in emergencies.

The inherent and express rights of the District, including those herein specifically referred to that are not expressly modified or restricted by a specific provision hereof, are not in any way, directly or indirectly, subject to meeting and conferring or the grievance procedure herein, except as otherwise required by law.

SECTION 12 – AMENDMENTS TO PERSONNEL RULES

The Human Resources Manager shall review all suggested amendments or revisions to these rules for appropriateness and consistency. The General Manager or their designee shall notify the employee association(s) in writing of any amendments, which affect wages, hours and other terms and conditions of employment. Upon request, the District shall provide the opportunity to meet and confer with the employee association(s) so requesting. If the proposed amendment does not affect wages, hours and other terms and conditions of employment, or is otherwise not subject to meet and confer requirements under state law, or is a managerial right of the District, the General Manager, at their sole discretion, may consult with the recognized employee association(s) for their suggestions and comments.

Commented [LC79]: PR 11.32 Revised