



PERSONNEL POLICIES AND PROCEDURES

OF THE

SCOTIA COMMUNITY SERVICES DISTRICT

December 14, 2017



## **SECTION 1.0 BASIS OF AUTHORITY**

**1.1 Resolution No. 2016-1 dated 1/21/2016, Amended in Resolution No. 2017-12 dated 12/14/2017**

### **1.2 Intent**

**1.2.1** The purpose of the Scotia Community Services District (“SCSD”) Personnel Policies and Procedures document is to provide direction on all personnel issues in the SCSD. The Personnel Policies and Procedures will ensure consistent application of all personnel rules and regulations for all District employees.

### **1.3 District Rights**

**1.3.1** It is the exclusive right of SCSD, except as otherwise provided in these policies and procedures, to make all decisions of a managerial or administrative character, including but not limited to:

**1.3.2** Managing and directing its business and personnel.

**1.3.3** Managing, controlling, and determining the mission, its departments, building facilities and operations.

**1.3.4** Creating, changing, combining or eliminating jobs, policies, departments and facilities in whole or in part.

**1.3.5** Subcontracting or discontinuing work for economic or operational reasons.

**1.3.6** Specifying or assigning work requirements, including overtime.

**1.3.7** Scheduling working hours and shifts.

**1.3.8** Adopting rules of conduct and penalties for any violations.

**1.3.9** Taking whatever action necessary to prepare for, and to operate in, an emergency.

**1.3.10** Hiring, promoting, transferring, assigning, classifying positions, retaining employees, and suspending, demoting, discharging or taking disciplinary action against employees.

**1.3.11** Terminating, demoting or furloughing employees from duties for legitimate reasons. The General Manager may determine the order of layoff and those employees who will be affected based on the needs of the District.

**1.3.12** Determining the policies, standards, procedures, methods, means and personnel by which SCSD operations are to be conducted.

**1.3.13** Nothing in these policies and procedures shall be construed to interfere with the SCSD’s right to manage its operations in the most economical and efficient manner consistent with the best interests of all the citizens of SCSD.

## SECTION 2.0 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

**2.1 Equal Employment Opportunity Policies:** It is the policy of the SCSD to comply with the spirit and letter of all laws prohibiting discrimination. The SCSD shall provide equal opportunity in the provision of programs, services, and employment opportunities. No person shall be discriminated against regarding recruitment, selection, appointment, training, promotion, retention, discipline, or other aspects of employment because of race, creed, color, religion, sex, marital status, ancestry, national origin, physical disability, mental disability, medical condition, age, political affiliation, sexual orientation, or other non-merit factors.

### 2.1.1 Definitions

**Non-Discrimination:** The following laws establish requirements for non-discrimination in employment:

- a. Title VII of the Civil Rights Act of 1964 (Title VII) prohibits employment discrimination based on race, color, religion, sex, or national origin.
- b. The Equal Pay Act of 1963 (EPA) protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination.
- c. The Age Discrimination in Employment Act of 1967 (ADEA) protects individuals who are 40 years of age or older.
- d. Title I and Title V of the Americans with Disabilities Act of 1990 (ADA) prohibit employment discrimination against qualified individuals with disabilities in the private sector and in state and local governments.
- e. Sections 501 and 505 of the Rehabilitation Act of 1973 prohibit discrimination against qualified individuals with disabilities (who work in the federal government).
- f. The Civil Rights Act of 1991, among other things, provides monetary damages in cases of intentional employment discrimination.
- g. The California Fair Employment and Housing Act establishes the requirement for nondiscrimination in employment based on race, religion, creed, color, national origin, age (40 and over), ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, or denial of family and medical care leave.

Discrimination in employment as prohibited by federal, state, and other directives includes but is not limited to:

- a. Exclusion from employment or work activities for non-job-related reasons.
- b. Verbal harassment; e.g., racial or ethnic slurs or epithets.
- c. Harassment of any kind initiated because of an individual's race, sex, age,

handicap, religion, or ethnicity.

**Sexual Harassment:** *Sexual harassment in any form will not be tolerated by the SCSD.* Harassment based on sex is a violation of Title VII of the Civil Rights Act of 1964, as amended, and The Fair Employment and Housing Act, Government Code Section 12940. Sexual Harassment includes but is not limited to:

- a. Verbal harassment; e.g., graphic verbal comments about an individual's body, suggestive letters or notes, swearing, cursing, derogatory comments, or slurs that have a sexual connotation.
- b. Physical harassment; e.g., touching, assault, impeding or blocking movement, or any interference with normal work or movement when directed sexually at an individual.
- c. Visual forms of harassment; e.g., sexual gestures, derogatory or sexually suggestive posters, cartoons, or drawings of a sexual nature.
- d. Quid pro quo: conditioning an employment offer or benefit upon an exchange of sexual favors.
- e. Sexual advances or harassment which interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

## **2.2 Sexual and Other Harassment Policies**

**2.2.1** It is the policy of the SCSD to provide a workplace free of harassment. Harassment is prohibited, is considered an act of misconduct and may result in disciplinary action up to and including termination. This policy applies to all the SCSD's employees and agents, including supervisory and non-supervisory employees. All supervisors and managers are responsible for implementing and monitoring compliance with this policy.

**2.2.2** Harassment is defined as unwelcome or unsolicited verbal, physical, sexual, or visual conduct which is made a term or condition of employment; is used as the basis for employment decisions; or creates an intimidating, hostile, or offensive working environment. Examples of what may be considered harassment, depending on the facts and circumstances, include, but are not limited to, the following:

- a. Verbal harassment: Derogatory or vulgar comments regarding a person's race, sex, gender, age, religion, ethnic heritage, national origin, disability, or other classifications protected by law; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, notes or invitations.
- b. Physical harassment: Hitting, pushing, touching, assaulting, impeding or blocking movement or other aggressive physical conduct, or threats to take such action.
- c. Sexual harassment: Unwelcome or unsolicited sexual advances, demands for

sexual favors, or other verbal or physical conduct of a sexual nature. Sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where either (1) submission to such conduct is made an explicit or implicit term or condition of employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

- d. Visual harassment: leering, making sexual gestures, displaying sexually suggestive objects, pictures, cartoons, posters, or other writing or graphic materials.

**2.2.3** Any employee who has a complaint of harassment at work involving anyone, including supervisors, co-workers, or visitors, should promptly notify the General Manager.

**2.2.4** Supervisors who become aware of any harassment, whether it involves employee-to-employee, employee-to-supervisor or supervisor-to-employee conduct, must promptly report the matter to the General Manager. If supervisors observe such harassment, they should take immediate action to stop it and report it to the General Manager.

**2.2.5** Special privacy safeguards will be applied in handling all harassment complaints. All employees should be aware that the privacy of the charging party and the person accused of harassment will be, to the extent practicable, kept confidential. The SCSD will take appropriate corrective action, up to and including termination of employment, to remedy all violations of this policy.

The SCSD strictly prohibits any form of retaliation against anyone who complains of harassment to management.

**2.3 Gender Discrimination Policy Statement:** The SCSD is committed to equal employment opportunity for all employees and applicants for employment without regard to an individual's gender or other non-merit factors. Applicants of all genders will be recruited for all vacancies.

Employees of all genders shall have equal opportunity to any available job that they are qualified to perform. No distinction shall be made between genders in compensation, benefits, or other conditions of employment.

**2.4 Religion and National Origin Policy Statement:** The SCSD is committed to providing equal employment opportunity and shall not discriminate against any employee or applicant for employment because of religion, national origin, or other non-merit factor. The SCSD shall make reasonable accommodations to the religious observances and practices of employees or prospective employees when such accommodation can be made without undue hardship on the conduct of business. Business necessity, costs or expenses, and any resulting personnel problems will be considered when deciding on reasonable accommodation.

**2.5 Americans with Disabilities Act (“ADA”) Policy Statement:** It is the policy of the SCSD to comply with the ADA and all other laws that prohibit discrimination. The SCSD shall hire otherwise qualified applicants who can perform the essential functions of the job without regard to an individual's physical or mental disability. The SCSD shall reasonably accommodate the physical or mental disabilities of employees or applicants who are otherwise qualified unless the accommodation would impose an undue hardship.

## **2.6 Equal Employment Opportunity Program Details**

**2.6.1 Responsibilities:** To ensure equal employment opportunity for all individuals, the SCSD has designated specific responsibilities to various staff members. The following positions shall undertake the responsibilities described below.

**SCSD Board of Directors:** The Board has the ultimate responsibility for setting a climate in which equal employment opportunity goals can be achieved through the establishment of policy and supporting programs.

**General Manager:** The General Manager has overall responsibility for all Equal Employment Opportunity Issues and compliance with the Americans with Disabilities Act. The General Manager shall ensure that the organization's policies of equal opportunity are effectively implemented at all levels of the organization.

**Managers and Supervisors:** Each manager and supervisor shall ensure that the SCSD's policy of equal employment opportunity is implemented in the unit and shall:

- a. Assure compliance with Equal Employment Opportunity/Affirmative Action and Americans with Disabilities Act programs and policies in their departments.
- b. Assist in developing and implementing Equal Employment Opportunity/Affirmative Action and Americans with Disabilities Act programs.
- c. Ensure that the SCSD's policies and programs are communicated and upheld by all unit employees.
- d. Develop and implement equal employment in response to identified deficiencies in the department.
- e. Cooperate in the investigation and resolution of discrimination complaints.
- f. Ensure that all recruitments, interviews, offers of employment, development programs, transfers, job assignments, promotions, and separations are consistent with the SCSD's Equal Employment Opportunity policy.

**Employees:** Employees shall adhere to and support Equal Employment Opportunity policies and procedures and the Americans with Disabilities Act via their actions and behaviors.

The EEOP can be contacted for additional information or support at (916)227-2859 or at [workplacefairness.org](http://workplacefairness.org).

## 2.7 Complaint Process

**2.7.1 Complaint Process:** This section states the SCSD's policy, guidelines, and procedures regarding discrimination and sexual harassment.

The SCSD's policy is to provide a work environment free from any type of discrimination and sexual harassment. Discrimination and sexual harassment are illegal and will not be tolerated by the SCSD. Appropriate disciplinary action, including the possibility of termination, will be taken against employees found responsible for discrimination or sexual harassment, and against supervisors who allow such practices to continue.

The SCSD will not discriminate against or harass any employee for filing a complaint. Employees, supervisors or managers who retaliate against an employee for filing a complaint are in violation of this policy.

**2.7.2 Process for Resolving Complaints:** The SCSD encourages employees to try to resolve their complaints informally within their departments before considering a formal complaint. However, employees may file a formal complaint without going through the informal complaint process.

**2.7.3 Date of Occurrence:** The date and time that an employee realizes that he or she has been discriminated against or sexually harassed. The date of occurrence is an important factor in the investigation process.

**2.7.4 Informal Complaint Process:** An employee who believes that he or she is being discriminated against or sexually harassed by a co-worker or supervisor is encouraged to:

- a. Confront whoever is doing the discriminating or harassing in a polite but firm manner. The employee should state how he or she feels about what is occurring.
- b. Request the person to stop the discriminating/harassing behavior because it is intimidating, offensive, and/or uncomfortable. If possible, the employee should bring a witness for this discussion.
- c. Write a statement for the employee's own records about the incident, noting the date of occurrence, time, and other details; summarize in writing the results of any conversation(s) with the person who is doing the discriminating/harassing. This information may be important if there is a formal investigation later.

If the discrimination or harassment continues and has not been resolved in the daily work environment, or if the employee does not wish to confront the person doing the discriminating or harassing, the employee is encouraged to present the complaint as follows:

- a. If a co-worker perpetrates the discrimination or harassment, the employee should present the complaint to his or her supervisor.
- b. If the employee's supervisor perpetrates the discrimination or harassment, the employee should present the complaint to the next level of management.



- c. If the employee does not feel comfortable with the above, or if the supervisor or manager would be the General Manager, he or she should present the complaint to the SCSD Board of Directors. The supervisor or next level of management will attempt to resolve the issue with an objective, confidential investigation to begin within three working days of the date of the employee contact.

A written response will be given to the employee within fifteen (15) working days of the date of the employee contact.

**2.7.5 Formal Complaint Process:** If the employee chooses to bypass the informal complaint process, a formal complaint shall be made no later than 10 days after the employee should reasonably have been aware of the alleged act of discrimination or harassment.

If the complaint is not resolved through the informal complaint process, a formal complaint should be made as soon as possible, but not later than 45 days after the employee should reasonably have been aware of the alleged act of discrimination or harassment, or if the employee chooses to bypass the informal complaint process, then a formal complaint may be presented in one of two ways:

- a. In writing to the General Manager (or to the SCSD Board of Directors if the complaint is against the General Manager)
- b. Orally to the General Manager (or to the SCSD Board of Directors if the complaint is against the General Manager)

Within five (5) working days of receiving the complaint, the General Manager (if the complaint is against the General Manager, the SCSD Board of Directors) will appoint an investigator to conduct a thorough, impartial, and confidential inquiry.

The investigator will interview the parties involved and complete a written report including recommended course of action for the General Manager (or SCSD Board of Directors) within fifteen (15) working days of receiving the complaint. The General Manager (or SCSD Board of Directors) may extend the time required for completion of the investigation if there are extenuating circumstances.

Within five (5) working days of receiving the recommendation, the General Manager (or SCSD Board of Directors) will take appropriate action to resolve the complaint, unless the complaint is against the General Manager, in which case the report of the investigation and any recommendation will be referred to the SCSD Board of Directors to take appropriate action to resolve the complaint within (10) working days of receiving the report.

The employee who initiated the complaint will be notified of the decision through his or her manager unless the complaint was against the manager, in which case, the General Manager will contact the employee. If the complaint was against the General Manager, the Board of Directors will contact the employee.

**2.7.6 Appeal:** If the complainant is not satisfied with the decision, he or she may file an appeal within fifteen (15) calendar days of receiving the decision with the President

of the Board of Directors. The President may decide to refer the appeal to the full Board, refer the appeal to a committee of the Board, or refer the case to a hearing officer for a non-binding recommendation. The Board shall consider the recommendation in a closed session and issue a decision within thirty (30) days after consideration.

## **SECTION 3.0 PERSONNEL POLICIES**

**3.1 Classes of Employment:** Employment classifications shall be included in each job description and may include, but shall not be limited to, the following:

**3.1.1 Regular Full-Time Employee:** An employee who is appointed to a regular, allocated position, regularly scheduled to work eighty (80) hours per bi-weekly pay period.

**3.1.2 Regular Part-Time Employee:** An employee who is appointed to a regular, allocated position, regularly scheduled to work at least thirty (30) hours per bi-weekly pay period, but not more than 1,040 hours per calendar year and whose employment is anticipated to exceed 6 months in duration.

**3.1.3 Part-time Employee:** An employee who is appointed to a position to work less than thirty (30) hours per bi-weekly pay period and whose employment is anticipated to exceed 3 months in duration. Such employees do not receive any leave, health insurance, or other benefits, except those required by law.

**3.1.4 Seasonal Employee:** An employee who is appointed to a position which is either seasonal in nature (not to exceed six months in a calendar year) and recurs year to year, or who covers peak workloads, regular employee absences, or a vacant position for a period not to exceed nine months. Such employees do not receive any leave, health insurance, or other benefits except those required by law.

### **3.2 Working Hours / Pay Information**

**3.2.1 Work Hours:** The SCSD shall establish regular work hours for each employee. The General Manager may change working hours of individual employees to accommodate the functional needs of the SCSD. Alternate work schedules may be authorized by the General Manager provided the alternate schedule does not disrupt or interfere with business operations and service to customers. Employees on alternate work schedules may be required to alter such schedule to cover for absences of other staff members. When possible, forty-eight (48) hours advanced notice shall be provided for change in working hours. For the purposes of pay, hours worked include all the time during which an employee is required to be on the employer's premises, on duty, or at a prescribed work place.

**3.2.2 Workweek:** The workweek is Sunday through Saturday, except that the General Manager may specify an alternate workweek period for any employee. The base compensation for employees shall be deemed to be compensation per bi-weekly pay period and is predicated upon a forty (40) hour workweek for full-time

employees. A bi-weekly pay period shall consist of eighty (80) working hours for full-time employees and the base compensation provided shall be payment in full for all services rendered to the SCSD except as otherwise provided. If an alternate work schedule is approved pursuant to Section 2.4.1, the workweek and pay period may not coincide.

- 3.2.3 Workplace Assignment:** The place of work and department or division to which an employee is assigned shall be determined by the General Manager or designee, who may also reassign the employee at any time to a different workplace, department or division.
- 3.2.4 Determination of Rates of Pay:** For all District positions, the appropriate pay range shall be approved by the Board of Directors. The Board of Directors may from time to time authorize changes in rates of pay. Wage adjustments may be considering factors such as the minimum wage, cost of living index, and other labor market data.
- 3.2.5 Advances:** Advances in pay are not permitted.
- 3.2.6 Rest and Meal Breaks:** During a regular eight (8) hour shift, a 30-minute unpaid off duty meal period will be provided. This meal period shall begin no later than by the end of the employees fifth hour of work. If an employee works more than ten (10) hours, a second unpaid off duty meal break must be provided no later than the end of the tenth (10<sup>th</sup>) hour of work. In addition, any employee who works at least 4 hours shall have a mandatory ten (10) minute paid rest break. These 10-minute paid breaks shall be offered for every four (4) hours worked. Also, any employee wishing to express breast milk shall be accommodated as detailed in Labor Code §1030. Time allowed for rest periods may not be accumulated from one half of the workday to another, nor may rest periods be used to alter an employee's normal work hours and meal periods.
- 3.2.7 Overtime:** There are certain periods where overtime may be necessary. The General Manager or designee may require overtime work. All employees are expected to work overtime when deemed necessary, but may not work overtime without the specific authorization of the General Manager or designee. Call back time worked will qualify as overtime pay, at a minimum of two hours.

Hours of work, in these Personnel Policies and Procedures and for purposes of determining overtime eligibility, means only those hours that an employee is at their assigned place of work, being compensated for these hours by SCSD and performing their assigned duties at the direction of the General Manager or designee. Hours of work, for purposes of determining overtime eligibility, does not include any compensated or uncompensated leave time, including holidays.

All Fair Labor Standards Act ("FLSA") non-exempt employees shall be eligible for overtime compensation when:

- a. A regular full-time employee works in excess of the number of hours in his or her normal work day, provided that the employee has worked eight hours prior to the commencement of overtime;

- b. An employee who works more than forty (40) hours in any fixed and regularly recurring period of 168 hours or seven consecutive 24-hour periods (“week”);
- c. An employee who, because of shift changes, works two (2) or more shifts in any twenty-four (24) hour period and is off duty less than eight (8) hours between shifts. In such case, the employee shall be compensated for any additional shift(s) in the same manner as for other overtime notwithstanding the above.

FLSA non-exempt employees whose normal workweek varies from the normal five (5) days in a calendar week of seven (7) days shall not be eligible for overtime compensation except as described above.

Employees who are employed in classifications eligible for exemption from the overtime provisions of the FLSA and designated by the SCSD Board of Directors to be salaried are exempt from the overtime provisions of the FLSA.

**3.2.8 Absenteeism and Tardiness:** Regular attendance is necessary to ensure adequate service to customers and to avoid overburdening coworkers. Employees must notify the General Manager or immediate supervisor promptly, but in no case later than thirty (30) minutes before the start of the work period, if he or she is going to be absent or late for work.

**3.2.9 Termination:** The SCSD reserves the right to terminate any employee with cause at any time.

**3.2.10 Resignation:** Two (2) weeks’ notice is customary and should be given unless circumstances make such notice impossible. Failure to provide sufficient notice may be considered grounds for ineligibility for rehire at a later date. The General Manager may approve resignations with less than two (2) weeks’ notice.

### 3.3 Salary Administration

**3.3.1 Establishment of Job Classifications and Salary Schedules:** The Board of Directors shall adopt classes and salary ranges, established by the General Manager. Salary ranges shall be reviewed as determined by the Board. Nothing shall require the Board to adopt a salary increase based solely on cost of living or market analysis.

### 3.4 Salary Steps and Payroll

**3.4.1 Minimum Wage:** Federal and state minimum wage standards shall always be met.

**3.4.2 Salary Steps:** The Board shall adopt a five-step pay range for each class. Initial appointment shall generally be at the first step of the range; the Board may authorize advanced step hiring for the General Manager; the General Manager may authorize that an allocated position be filled above the first step of the range, based on experience and qualifications.

- a. Annually, on an employee’s anniversary date, a regular full-time employee may be granted a step increase if performance is satisfactory and advancement is recommended by the supervisor. The General Manager shall have the authority

at any time to increase or decrease the salary of any employee. Step increases are not automatic. If an employee promotes to a higher class, the effective date of the promotion shall become the employee's new review date.

- b. Any part-time employee may be granted a step increase if performance satisfactory and advancement is recommended by the supervisor after the employee has worked 2,080 hours at their present step. Step increases are not automatic, if an employee promotes to a higher class, the effective date of the promotion shall become the employee's new review date.

**3.4.3 Salary upon Promotion:** Upon promotion, an employee appointed to a position with a higher salary range shall have his or her salary adjusted to the first step of the new range or to the step in the new range which is at least 5% higher than the salary the employee was receiving prior to the promotion, whichever is greater, provided that the new salary is within the new range. Any pay supplements received by the employee and which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the pre-promotion base salary prior to determining the appropriate step in the new range.

**3.4.4 “Y” Rates:** Whenever the effect of a reclassification is to place the incumbent in a class having a lower salary range, the General Manager may direct that the capital letter “Y” be set opposite the reclassified position in the department budget and all payroll and other personnel records. Whenever the “Y” is set opposite a position, the incumbent shall continue to receive his or her previously authorized salary until termination of employment in the position, or until a higher rate of pay may be authorized, whichever comes first.

**3.4.5 Salary upon Demotion:** If an employee demotes through no fault of the employee, other than a voluntary demotion, the employee shall be “Y-rated” at the employee’s current salary and remain at that salary until the salary falls within the range for the employee’s demoted class. If an employee voluntarily demotes, the employee shall be placed at the highest step of the range that represents a reduction in pay. If an employee is demoted for failure to complete expected tasks following a promotion, the employee shall return to the step of the range the employee held prior to promotion, but may be granted any merit step increases that would have occurred had the employee not accepted a promotion. If an employee is demoted for cause as a result of a disciplinary action, the employee shall be placed at the step of the range stated in the order of discipline.

**3.4.6 Special Assignment Supplement:** The General Manager may authorize a 5% salary increase to any employee designated by the General Manager to be on special assignment.

**3.4.7 Receipt of Supplemental Pay:** No employee shall receive supplemental pay when on vacation, sick leave, sick leave in conjunction with the receipt of State Disability Insurance or Worker’s Compensation temporary disability payments, compensatory time off, or holiday, unless such employee shall have been performing duties for a period of not less than four (4) full bi-weekly pay periods or such supplemental duties are scheduled, upon assignment, to last not less than

four (4) full bi-weekly pay periods.

- 3.4.8 Standby Pay:** Standby pay may be at a lower hourly rate for controlled standby time, the rate for any hour worked will not fall below minimum wage. To calculate overtime owed, the weighted average of the two rates will be used to determine the regular rate of pay.

Standby pay will be at a rate of \$100 per seven (7) day period, unless otherwise determined by the General Manager.

- 3.4.9 Work Above Class:** The General Manager or designee may temporarily assign any employee to perform duties normally assigned to a classification with a higher salary. If an employee is assigned to a classification with a higher salary range, the employee shall be compensated, at an amount equal to what the employee would receive if promoted to the higher class or 5% if no class exists. Employees who are being paid for working in a higher classification are not eligible for merit increases in the higher classification.

- 3.4.10 License/Certificate Fee:** The SCSD agrees to pay the cost of renewing state required licenses or certifications that are necessary for the employee, as determined by the General Manager, to fulfill the requirements of the job classification or the tasks assigned to the employee. The General Manager may also authorize the payment of professional organization dues or membership fees if the General Manager considers it in the best interest of employee development that may benefit SCSD.

- 3.4.11 Paycheck Exceptions:** A paycheck exception is defined as the incorrect reporting of payroll or failure to process the following payroll actions, causing an employee to receive less than the pay to which he or she is entitled for that pay period (i.e. step increase, supplemental pay, and overtime). Paycheck exceptions shall normally be paid no later than the following paycheck.

All payroll errors resulting in either gross or net salary overpayment must be repaid to the SCSD. Employees shall be allowed, at employee's option, to use accrued annual and holiday leave to repay the SCSD in cases of payroll error resulting in gross salary overpayment as determined by the General Manager.

- 3.4.12 Under-filling Positions Authorized in the Budget:** Whenever a position is authorized in the budget as adopted by the Board of Directors, the General Manager may fill that position with either the job classification that appears in the budget or with a lesser appropriate job classification, provided the salary range is not greater than that of the job classification that appears in the budget.

### **3.5 Personnel Records and Evaluations**

- 3.5.1 Personnel Records:** The SCSD maintains all necessary personnel information. The employee must notify his or her supervisor of any changes in the following:

- a. Home address
- b. Home telephone number

- c. Marital status
- d. Beneficiary of Insurance
- e. Number of dependents
- f. Emergency contact

Current employees of SCSD shall have the right to review and obtain copies of their personnel files. Employees shall be given an opportunity to read and initial any report or evaluation to be added to their personnel files, but an employee shall not be required to sign any such report. An employee's signature on a report shall be understood to be acknowledgment of receipt and shall not be construed as agreement or disagreement with its content. If the employee refuses to sign any report or evaluation, a notation to that effect may be entered on the document. An employee shall have the right to submit written comments regarding any document in his or her personnel file and to have such comments included in his or her personnel file along with the document.

**3.5.2 Evaluations:** Employee performance evaluations will be prepared by the employee's supervisor (prior to the anniversary date of employment, prior to the granting of any step increase), and as may be determined by the General Manager or designee. Evaluation forms will be as designated by the General Manager. It is the employee's supervisor who has the responsibility and authority to prepare the evaluation report. At the request of the employee, the supervisor will meet with the employee to discuss the evaluation prior to the supervisor completing the evaluation with his or her final signature.

Except in cases of termination or leave of absence, evaluation with a rating of "unsatisfactory" shall receive a follow-up evaluation no more than ninety (90) days from the date of the final review of the initial unsatisfactory evaluation.

An employee shall have the right to submit written comments regarding any evaluation and to have such comments included in his or her personnel file along with the evaluation.

**3.6 Outside Employment:** Outside employment cannot be in conflict with the employee's duties and/or responsibilities. An employee's work for the SCSD must not be adversely affected by any outside employment, as determined by the General Manager. In addition, it is the employee's responsibility to avoid conflicts of interest under the Political Reform Act of 1974.

**3.7 Discipline:** The SCSD retains the discretion to determine what constitutes proper disciplinary action and procedure in individual situations. Employees of the SCSD are considered at-will employees and employment may be terminated at any time with cause.

## SECTION 4.0 LEAVE

**4.1 General Leave Policy:** The SCSD provides employees with paid and unpaid time off and leave options to cover illness, vacation, family emergencies, and other occurrences requiring time away from the job. Unless otherwise provided by law, all leave is granted at the discretion of the General Manager.

No newly hired regular full-time employee shall be entitled *to use* benefits provided by this chapter until after he/she has completed their first full month of employment and completion of the individual eligibility requirements for any specific benefit. Credit to sick leave and vacation accrual benefits however, begins with the regular full-time employee's initial date of hire. Regular part-time and temporary employees are not eligible for the benefits described in this chapter, except as specifically noted.

Nothing herein is intended to extend rights, privileges or guarantees of employment status beyond those of at-will employment.

### 4.2 Holidays

**4.2.1** Full-time and regular part-time employees become eligible for approved paid holidays after completing one full month of employment. Regular full-time employees will be paid eight hours for each scheduled holiday. Regular part-time employees will be paid for the hours they normally work for the day which the holiday falls.

**4.2.2** Employees who work a holiday will be paid time and a half of the regular hourly rate for all hours worked on the holiday.

**4.2.3** All regular employees shall be entitled to the following paid holidays:

- a. New Year's Day (January 1)
- b. Martin Luther King Day (3<sup>rd</sup> Monday in Jan.)
- c. President's Day (3<sup>rd</sup> Monday in Feb.)
- d. Memorial Day (Last Monday in May)
- e. Independence Day (Fourth of July)
- f. Labor Day (First Monday in Sept.)
- g. Columbus Day (Second Monday in Oct.)
- h. Veteran's Day (November 11)
- i. Thanksgiving Day (Fourth Thursday in Nov.)
- j. Friday after Thanksgiving
- k. Day before Christmas (1/2 Day)
- l. Christmas Day (December 25)

**4.2.4** When a holiday falls upon a Saturday, the preceding Friday shall be the holiday.



When a scheduled holiday falls upon a Sunday, the following Monday shall be the holiday.

**4.2.5** Employees on authorized leave of absence, military, workers compensation, and medical leave at the time of holiday observance will be ineligible for holiday pay. If a holiday falls during an employee's approved vacation period, the employee will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed. When computing overtime pay, full-time employees do not receive credit for hours paid on holidays that are not actually worked.

### **4.3 Vacation**

**4.3.1** The District encourages employees to use all accrued vacation benefits. Regular full-time and part-time scheduled employees are eligible for paid vacation at the following accrual rates. Temporary employees will not accrue vacation time. Vacation is earned and accrued from the first day of employment at the following rate.

<u>Years of Continuous Employment</u>	<u>Vacation Accrual Rate</u>
0 - 4.999 Years	12 days/year
5th Anniversary through 9.99 Years	16 days/year
10th Anniversary through 14.99 Years	20 days/year
15th Anniversary through 19.99 Years	24 days/year
20th Anniversary through 24.99 Years	28 days/year
25th Anniversary through 29.99 Years	32 days/year
30th Anniversary & All Years Following	36 days/year

**4.3.2** Vacation time is earned and accrued monthly. Vacation periods and eligibility must be approved by the employee's supervisor and General Manager prior to the employee taking such vacation. Employees can take only vacation accrued and earned except in extenuating circumstances subject to approval by the General Manager.

**4.3.3** The District encourages all employees to take their earned vacation each year. Employees may accumulate up to sixty (60) days of vacation (a maximum of 480 hours, prorated for part-time employees). Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. Vacation earned after maximum accumulation (480 hours) will be paid with regular pay period.

**4.3.4** Employees on authorized leave of absence, military, workers compensation and medical leave, will not accrue vacation during the absence. However, vacation time accrued prior to the extended leave of absence will remain in effect after the employee returns to work.

### **4.4 Sick Leave**

**4.4.1** All regular full-time and part-time employees are provided a paid sick leave benefit.

Employees begin to accrue sick leave on the first day of employment. Sick leave does not accrue for temporary employees.

**4.4.2** Only 24 hours of sick leave is required under California state law. Employees eligible for benefits shall accrue one day (8 hours) per month. Employees may have additional sick leave negotiated by contract upon employment. There is no limit on the amount of sick leave an employee may accumulate. Employees are entitled to use paid sick leave beginning on the 90<sup>th</sup> day of employment. A record of accumulated sick leave and sick leave used will be maintained at the District's administrative office.

**4.4.3** Sick leave may be authorized for any of the following reasons:

- a. Illness, injury or quarantine of the employee;
- b. Medical, dental or optical care of the employee;
- c. Illness, injury or quarantine of a member of the employee's immediate family that requires the employee to tend, care for, or otherwise provide for the care of such person. Immediate family means the spouse, child, parent, sibling, grandparent, grandchild, great grandparent, great grandchild of the employee; or the child, parent, sibling, grandparent, grandchild, great grandparent or great grandchild of the employee's spouse;
- d. Sick leave for non-emergency medical, dental, or optical care during an authorized vacation or on a floating holiday period is not permitted;
- e. An amount sufficient which, when added to an employee's disability indemnity under Worker's Compensation, will result in a payment to the employee not more than the employee's regular salary;
- f. An amount sufficient which, when added to an employee's disability indemnity under State Disability Insurance (in accordance with State Disability Insurance rules), will result in a payment to the employee not more than the employee's regular salary;
- g. Care for a new or adopted child.

No employee shall be entitled to sick leave because of:

- a. Disability arising from any illness or injury purposely self-inflicted or caused by the employee's misconduct;
- b. Illness, injury, quarantine or disability while on leave without pay.

**4.4.4** It is your responsibility to notify your supervisor as soon as possible, but no later than 30 minutes after the start of the work shift, or can conclusively establish that you were unable to do so because of reasons beyond your control, if you are unable to come to work due to illness or injury. If the illness lasts more than two days, you must keep your supervisor notified on your condition and estimated return to work.

**4.4.5** Employees on authorized leave of absence, military, workers compensation, or

medical leave will not accrue sick leave during the absence. However, sick leave accrued prior to the extended leave of absence will remain in effect after the employee returns to work.

- 4.4.6 An employee may be required to file a document with their supervisor stating the cause of absence. The District may request a doctor's certificate clearing you to return to work if the illness or injury so merits. A doctor's certificate may also be required on any absence exceeding five workdays.
- 4.4.7 When applicable, at the employee's request, the District will coordinate its sick leave benefits with Worker's Compensation benefits. If you receive Worker's Comp payments, you must report them to the District for proper accounting and coordination. You may not receive more in total compensation from both the District and the insurer, than your regular wage. If you coordinate these two benefits, you will only be charged for the amount of sick leave needed to make up the difference between your regular salary and the amount paid by Worker's Comp.
- 4.4.8 In the event you become ill or incapacitated longer than your accumulated time off (including vacation), health and life insurance benefits will remain in effect as long as terms of the benefit policy then in effect allows. Any employee share of benefit premiums, if applicable, will be deducted from your paycheck from the District. When you no longer get a paycheck because you have exhausted your paid leave, you must pay the employee share of benefit premiums, if applicable, to continue benefit coverage.

**4.5 Sick Leave Conversion:** Upon retirement or death the District will pay to the employee or their heirs, an amount in dollars, equal to 50% of the accrued sick leave hours, times the average daily wage rate based on the last year of employment. The retiree may convert the remaining accrued sick leave to service credit as specified in the District's retirement plan, if allowable. The retiree may elect to forego converting 50% of the accrued sick leave to dollars and convert the entire accrued sick leave to service credit in the District's retirement plan, if allowable.

#### **4.6 Bereavement Leave**

- 4.6.1 Bereavement leave provides time to attend to funeral arrangements and other responsibilities associated with the death of an immediate family member.
- 4.6.2 Regular full-time and regular part-time employees may be allowed to be absent with pay for up to five (5) regularly scheduled work days in the event of the death of an immediate family member. Immediate family members include parent, spouse, child, sibling, grandparent, great grandparent, grandchild or great grandchild of the employee or employee's spouse.
- 4.6.3 In exceptional circumstances the General Manager may, at his/her discretion, grant bereavement leave for someone other than those members listed in the definition of immediate family.
- 4.6.4 Bereavement leave is not granted automatically, and must be approved by the General Manager. If an employee requires more than five (5) days away from the

job, use of vacation time may be requested.

#### **4.7 Pregnancy Disability Leave**

- 4.7.1** The SCSD will comply with any state or federal law regarding pregnancy disability.
- 4.7.2** If you are disabled by pregnancy, childbirth or related medical condition, you are eligible to take a pregnancy disability leave (PDL). The PDL is for any period of actual disability caused by your pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. Employees may also be eligible for an additional twelve (12) weeks of leave under the California Family Rights Act (CFRA). You may be required to provide certification from your health care provider.
- 4.7.3** As with any medical condition, your disability period begins the first day you are unable to do your regular or customary work. DI benefits are based on the period of time your physician/ practitioner certifies you are unable to do your regular or customary work.
- 4.7.4** You may substitute accrued sick leave or accrued vacation before taking the remainder as an unpaid leave. Leave without pay shall be granted to temporary, part-time and regular employees in accordance with state and federal laws. When you are on unpaid leave, you will not accrue sick leave, vacation, or holiday benefits.
- 4.7.5** For the duration of the authorized leave, the District shall maintain your health and life insurance coverage consistent with the District's existing policy. Upon return, the District will reinstate you to your original or equivalent position.

#### **4.8 Family Care Leave**

- 4.8.1** Full-time employees may use a portion of their accrued sick leave as family care (kin care) leave to care for sick immediate family members. You may use up to half of the sick time accrued per calendar years (e.g. up to 6 days) to care for a sick family member, regardless of the seriousness of the illness. Immediate family members covered include mother, father, grandmother, grandfather, son, daughter, brother, sister, and spouse.

In exceptional circumstances the General Manager may, at his/her discretion, grant family sick leave for someone other than those members listed in the definition of immediate family.

Family care leave time will not carry forward from year to year. You must provide as much notice as possible to request family care leave, and if the leave lasts more than two days, you must keep your supervisor notified.

- 4.8.2 State Family Leave:** In accordance with State law (CFRA), any employee with one (1) or more years of continuous service with the SCSD and a minimum of 1,250 hours on payroll in the twelve (12) months prior to the start date of the leave, may take a family care leave of up to twelve (12) weeks in a twelve-month period. The SCSD elects to use a rolling twelve-month period to determine eligibility for leave.

An eligible employee who takes such family care leave shall return to employment in the same or comparable position upon return from said leave.

Family care leave may be utilized in conjunction with the birth of a child of the employee, the placement of a child with an employee regarding the adoption of the child by the employee, for the serious medical condition or illness of the employee, or to allow the employee to care for a parent, spouse, or child who has a serious health condition.

An eligible employee who takes family care leave shall be required to use accrued vacation, compensatory time, floating holiday, and regular holiday time during such leave. In accordance with SCSD regulations governing the use of sick leave, the employee may also use accrued sick leave time.

For an employee covered under the SCSD's medical, dental, vision and/or life insurance, the SCSD shall make premium payments as though the employee were in paid status for the duration of the leave. An employee who takes family care leave in an unpaid status shall be eligible for all other fringe benefit on the same terms as an employee on any other unpaid leave of absence.

**4.8.3 Federal Family Leave Act:** The SCSD will comply with the Family Leave Act, maintaining all rights or restrictions that are required by the Act.

## **4.9 General Unpaid Leaves of Absence**

**4.9.1** A leave of absence without pay provides a means for employees to take prolonged time off without terminating employment. Such leaves are granted only when there is an expectation that the employee will return to work. Employees may request a leave of absence without pay for employee or family illness, maternity or paternity leave, adoption, education, or training which will benefit SCSD, or urgent or substantial personal reasons. The General Manager will determine whether the leave can be granted based on urgency and workload requirements. Employees granted a leave of absence without pay shall not accrue any vacation, sick leave or holiday during the time of such leave.

For an employee who has been granted an unpaid leave of absence, SCSD will only continue paying health, dental, vision and life insurance premiums through the end of the month in which such leave commenced. SCSD payment of health, dental, vision and life insurance premiums will resume beginning with the month in which the employee returns to paid status or as otherwise provided by any SCSD insurance contractual requirements.

**4.9.2** Except as otherwise herein provided, leaves of absence without pay that are in the best interest of the District may be granted by the approval of the General Manager. Requests for leaves of absence without pay shall be submitted in writing by the employee to their supervisor who shall consider such requests on their individual merits and circumstances and shall forward his/her recommendation to the General Manager for approval. Reasons for rejection of such requests shall be submitted to the employee by the General Manager.

**4.9.3** When an employee is on an unpaid leave of absence, they shall not accrue sick leave, vacation, or holiday benefits. The General Manager may determine that an employee's anniversary date, for the purposes of merit increase qualification, longevity increase qualification, and vacation accrual rate determination, has changed if the unpaid leave of absence exceeds twenty (20) working days.

**4.9.4 Leave of Absence without Pay/Benefits:** While an employee is on an unpaid leave of absence, except as may otherwise be provided in this policy, no vacation or sick leave will be earned, no seniority will be accrued, and no holidays will be paid. Employees using a combination of leave credits and disability insurance payments will accrue leave credits and holidays on a prorated basis. Granting of unpaid leave status allows the employee to return to his or her former position or a comparable position to which he or she otherwise would have been allowed had he or she not been on leave.

Employees may continue participating in health, dental, and life insurance plans by paying the appropriate premium during the period in which such premiums are not paid by SCSD.

**4.9.5 Unpaid Medical Leave:** Employees physically unable to work and under a doctor's care who have exhausted all sick leave and other accrued leave such as vacation or compensatory time may be granted unpaid medical leave until the attending physician releases the employee to return to work. Supervisors may request a doctor's verification of the employee's physical condition. Leaves of absence for disability related to pregnancy are governed by the California Fair Employment and Housing Act.

**4.9.6 Unpaid Leave, Non-Medical:** This covers leave for non-medical, urgent, or substantial personal reasons requiring time off from the job. All personal leave must be used before an unpaid leave of absence will be granted.

#### **4.10 Catastrophic Leave**

**4.10.1** Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for an extended period of time, and which creates financial hardship because the employee has exhausted all of his/her accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee's spouse, or legally dependent child that results in the employee being required to take time off from work for an extended period to care for the family member, when this creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time. An employee's job-related illness or injury subject to worker's compensation coverage shall not be eligible for this catastrophic leave provision.

**4.10.1** Paid vacation time may be donated under the following conditions:

- a. Any regular employee may donate accumulated vacation time to an eligible employee. Sick leave cannot be donated.
- b. Donations must be made in increments of one regular workday (or more) form

the donating employee.

- c. The donation of paid vacation time is irreversible. Should the employee receiving the donated hours not use all donated leave for the catastrophic illness/injury, any balance will remain with that employee or will be converted to cash upon the employee's separation from the District.
- d. Donated paid vacation time shall be converted to its cash value and then credited to the recipient in hours at the recipient's base hour rate as holiday credit.
- e. Employees donating paid vacation time shall do so in writing on a form developed by the General Manager.
- f. All donation transactions shall be credited effective the pay period following submittal of the form requesting the paid time donation.

**4.11 Administrative Leave:** Administrative Leave is paid time off granted by the General Manager for circumstances not defined in other paid leave categories that the Manager considers justifiably payable.

**4.12 School Activities:** The SCSD shall comply with any federal or state law requiring an employer to grant time off to participate in a child's school activities. Current state law provides that parents may take up to 40 hours per year, but not more than 8 hours per month, to participate in their children's school activities. An employee may take unpaid leave or may use accrued vacation, compensatory leave, or a floating holiday to the extent that this is consistent with the Fair Labor Standards Act.

**4.13 Time off to vote:** The SCSD will accommodate employees who need time off to participate in public elections. If an employee is unable to vote in an election during non-working hours, the SCSD will grant up to two (2) hours of paid time off to vote. Time off for voting shall be taken off at the beginning or end of the regular work shift, whichever accommodates the most time for voting and the least time taken off work. At least two days' notice that time off is needed must be provided to a supervisor.

**4.14 Jury Duty:** Employees must inform the supervisor when the initial notice or questionnaire is received for jury duty.

Time off with pay will be granted for such duty. Any regular employee ordered to jury duty during their regularly scheduled working hours shall be entitled to be paid the difference between their regular wages and jury duty pay. In addition, employees serving on jury duty shall keep their mileage payment, if any.

If the jury duty time is less than a full day, the employee is expected to work any regularly scheduled working hours outside of the actual jury duty time. If employees do not comply with this obligation, they will not be paid for time not at work.

Jury duty shall not be counted as hours worked for purposes of overtime calculations.

**4.15 Witnesses:** Employees subpoenaed as a witness in a civil or criminal trial or hearing must provide their supervisor with a copy of the court order requiring appearance prior to the date of the appearance. They must use personal leave for this time off unless the trial or

hearing involves SCSD as determined by the General Manager and under these circumstances, the employee will be given paid time off for this appearance. Any witness fees received by the employee while receiving paid time off for such court appearance shall be paid to the SCSD (along with any mileage allowed if the employee uses SCSD-provided transportation).

**Other Court Related Appearances:** Employees who are called as expert witnesses in a trial in which SCSD has no interest must use personal leave for the time off.

If an employee is personally involved in a court case as a party such as the plaintiff or defendant, he or she must take personal leave to appear in court or to transact business associated with the case.

**4.16 Military Leave:** Military leave will be granted consistent with the California Military and Veterans Code, State and Federal laws. Any employee may take leaves of absence to accommodate service in the Armed Forces, Military Reserves, and National Guard. Specific terms of the absence and employees' rights to reinstatement, seniority, benefits, and compensation after military leave are governed by law.

**4.17 Abuse of Leave:** Abuse of leave is defined as the following:

- a. **Expiration of Leave:** Failure to return to work upon the expiration of leave constitutes an automatic resignation.
- b. **Inappropriate Use of Leave:** If an employee uses leave for purposes other than for which it was granted, leave may be terminated, employment with SCSD may be terminated, and pay for the leave may need to be reimbursed to SCSD, as determined by the General Manager.
- c. **Unauthorized Leave:** Absence without approved leave, voluntary or involuntary, for five consecutive workdays constitutes resignation from the SCSD on the last day worked.

## **SECTION 5.0 WORKER'S COMPENSATION**

### **5.1 Worker's Compensation**

**5.1.1** Under the Worker's Compensation Act, provisions are made for benefit payments if an employee is disabled in the course of employment and misses work because of the disabling condition. The Worker's Compensation Act also provides free medical and hospital service, if necessary, for the disabling condition. To meet the requirements of the act, the SCSD carries Worker's Compensation Insurance. For the employee's protection, it is mandatory that any injury, no matter how slight, be reported immediately to the employee's supervisor.

**5.1.2** Employees who are receiving temporary disability indemnity payments under Division 4 or Division 4.5 of the Labor Code shall accumulate vacation, holiday and sick leave during such period that they are drawing such temporary disability indemnity. The SCSD shall continue to provide health, dental, vision and life



insurance plan coverage for regular full-time and regular part-time employees as if they were on payroll as regular employees.

- 5.1.3** Work-related illness or injury will be treated in the manner prescribed by the Worker's Compensation Insurance carried by the District. This includes immediate diagnosis and treatment at a hospital or emergency room if necessary, and follow-up care with appropriate physicians.
- 5.1.4** You will be placed on a Workers' Compensation leave if temporarily and completely disabled from work for more than five days. A doctor's written certificate is required. While on Workers' Compensation leave, you are required to provide periodic updates on your medical condition to the General Manager. Prior to returning to work, you must provide written release from your doctor that permits you to return to work and indicates any restrictions on full duty. As discussed above, Worker's Comp benefits may be coordinated with the District's sick leave benefits at the employee's request.
- 5.1.5** Employees disabled in the course of employment and eligible for Worker's Compensation Benefits shall be on paid administrative leave until the effective date of temporary disability indemnity payments to the employee or until it is determined that recovery from disability is sufficient to release the employee to return to work, whichever occurs sooner. With the commencement of temporary disability indemnity payments, the employee may use accrued leave in an amount such that the combination of leave time and temporary indemnity payments equals the employee's regular salary. When and if the leave time is exhausted, the employee shall be on unpaid leave until it is determined that recovery from disability is sufficient to release the employee to return to work or it is determined that the employee's disability is permanent, and the employee will not be able to return to work.

## **SECTION 6.0      BENEFITS**

### **6.1      Health Insurance**

- 6.1.1** Employees may be eligible for participation in the SCSD's medical insurance plan, which provides health, and may include: dental and/or vision coverage in accordance with provisions adopted by the SCSD Board. Medical insurance is provided for regular full-time or regular part-time employees who average at least 20 hours per week. Medical insurance is **NOT** provided to temporary employees. Medical coverage will become effective on the first day of the month following the date of employment.
- 6.1.2** Dependent coverage will be provided when appropriate, but the employee is required to contribute an amount determined by the District's insurance plan each month towards dependent coverage.
- 6.1.3** Retiring employees who meet the District's retirement plan guidelines will have the same medical benefits as an active employee, until the age of 65.

- 6.1.4** Dependents of deceased employees may be entitled to health coverage under the District group policy. The District may contribute toward the premium based on the District's current insurance plan. The dependent share of the premium would be due to the District on the 10<sup>th</sup> of each month. Failure to make timely payments could result in cancellation of the coverage. Such cancellation would be irrevocable.
- 6.1.5** The District's Board of Directors may authorize from time to time, changes in the health insurance company, benefits, levels, premium distributions, and/or other aspects of the District's health insurance program, as it deems advisable.
- 6.1.6** It may be allowable for an employee to decline healthcare coverage with the District if they are enrolled in another healthcare plan through another source. Health care premium compensation in lieu of the healthcare may be allowed. Both options would be based on the District's current healthcare plan.
- 6.1.7** If a covered employee loses coverage for any reason, the employee may continue medical coverage at his or her own expense in accordance with the provisions of the California Consolidation Omnibus Budget Reconciliation Act (COBRA) and such other provisions as may be adopted by the SCSD Board of Directors. Cal-COBRA gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the SCSD's health plan when a qualifying event would normally result in the loss of eligibility. Some qualifying events are resignation, termination of employment, death of employee, a reduction in an employee's hours or leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under Cal-COBRA, the employee or beneficiary pays the full cost of coverage at the SCSD's group rate plus an administration fee. Coverage can continue for eighteen (18) months after termination, or as much as twenty-nine (29) months if the employee is disabled, provided the employee has paid the applicable premiums at least two (2) weeks prior to the premium due date.

**6.2 Life Insurance:** All full-time employees are eligible for participation in the SCSD's life insurance plan. Life insurance will be paid for by the District in accordance with provisions adopted by the SCSD Board by resolution, and the SCSD's insurance carrier.

**6.3 Disability Insurance:**

The District will participate in state and federal disability programs.

**6.4 Retirement**

**6.4.1** The District will provide a retirement plan for all full-time employees. The full-time employee will be required to pay a portion of the monthly premium, based on the retirement plan approved by the Board of Directors (Board). The Board has the authority to modify and/or change the retirement plan based on financial issues specific to the adopted fiscal budget. The Board will provide one fiscal year (July 1st through June 30<sup>th</sup>) notice to all full-time employees prior to any modification or change in the existing retirement plan.

**6.4.2 Deferred Compensation:** A deferred compensation plan which allows you to defer

a portion of your salary from income taxes may be available to employees based on the District's current retirement plan.

- 6.5 IRC 125 and 129 Plans:** The SCSD may establish a pre-tax plan as provided under IRC 125 and IRC 129 of the Internal Revenue Service Code. This plan may provide 1) a cafeteria plan in addition to or in lieu of health, dental, and/or vision insurance; 2) a dependent care assistance plan for pretax payment of child care expenses; 3) a medical spending account for pre-tax payment of out-of-pocket medical expenses up to a limit established by the SCSD; and/or 4) pre-tax payment of medical premiums. Participation in such plans will be established by the plan document.
- 6.6 Safety Equipment:** The SCSD shall provide designated employees with safety prescription glasses whenever safety glasses are required by the CAL/OSHA or other State or Federal regulation. The SCSD will not provide for broken lenses or frames unless such breakage is the result of an on-the- job accident. The SCSD shall provide designated employees with safety shoes as specified by the General Manager whenever such shoes are required by the CAL/OSHA or other State or Federal regulations.

## **SECTION 7.0 MISCELLANEOUS PROCEDURES**

**7.1 Work Rules:** The General Manager may establish work rules to govern daily operations of the SCSD and may amend such rules as needed.

### **7.2 Confidentiality**

**7.2.1** Certain materials, files and information are confidential and occasionally sensitive. SCSD employees are responsible for knowing which information is confidential and what may be released and for maintaining the security and confidentiality of confidential materials. Release of confidential information may be damaging to the safety and security of employees or customers, may result in loss of privacy for employees or customers and may subject the SCSD to liability or damage the SCSD's image. Failure to maintain confidentiality may subject the employee to disciplinary action.

**7.2.2 Disclosure of Closed Session Information.** An employee shall not disclose confidential information acquired by being present during a closed session to a person not entitled to receive such information, unless the Board authorizes disclosure of that information. (Government Code 54963)

Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session. (Government Code 54963)

An employee who willfully discloses confidential information acquired during a closed session may be subject to disciplinary action if he/she has received training or notice as to the requirements of this policy. (Government Code 54963)

The General Manager, or designee, shall provide a copy of this policy to all employees who attend closed sessions. New employees who may attend closed

sessions shall also receive a copy of this policy.

The District shall not take disciplinary action against any employee for disclosing confidential information acquired in a closed session, nor shall the disclosure be considered a violation of the law or Board policy, when the employee is (Government Code 54963):

- a. Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of the law, including disclosing facts necessary to establish the illegality or potential illegality of a Board action that has been the subject of deliberation during a closed session.
- b. Disclosing information that is not confidential but acquired during a closed session.
- c. Expressing an opinion about propriety or legality of board closed session action, including disclosure of the extent and nature of the illegal or potentially illegal action.

**7.2.3 Other Disclosures:** An employee who willfully releases confidential/privileged information about the district, the public, or staff shall be subject to disciplinary action.

No employee shall disclose confidential information acquired during his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on the employee.

Any action by an employee that inadvertently or carelessly results in release of confidential/privileged information shall be recorded, and the record shall be placed in the employee's personnel file. Depending on the circumstances, the General Manager, or designee, may deny the employee further access to any privileged information and shall take any steps necessary to prevent any further unauthorized release of such information.

### **7.3 Acceptance of Gifts**

**7.3.1** Occasionally, SCSD employees may be offered or receive gifts, often as small as candy, baked goods, promotional items, flowers, etc., from customers, vendors or others. In these circumstances, it is inappropriate to accept the gift when offered. If the gift is received without prior notice to the employee, the gift must be returned, used for work-related purposes or shared in its entirety with staff and/or visitors to SCSD offices. In no circumstances may an employee accept cash or its equivalent or alter the level of service or purchasing based on such gifts.

**7.3.2** Any honorarium paid to an SCSD employee for a work-related speaking engagement or other presentation such as an appearance shall be returned to the SCSD.

**7.3.3** As public employees, SCSD employees are covered by provisions of the fair

Political Practices Commission and conflict of interest legislation. Guidelines require designated employees to report meals, gifts, or expenditures on the employee's behalf of over \$50.00 on conflict of interest forms. All employees shall report gifts of any value to their supervisor.

**7.4 Nepotism:** No SCSD supervisor or manager may directly or indirectly supervise a spouse, parent, child, sibling, grandparent, grandchild, niece, or nephew of the employee or the employee's spouse, unless otherwise approved by the General Manager.

## **7.5 Use of SCSD Resources**

**7.5.1 General:** Incidental use of SCSD equipment is permissible if it is kept to a minimum, does not conflict with SCSD business, is on the employee's own time, and is not used for personal profit. Supervisors are expected to monitor use. All use must be consistent with the provisions of Section 26.

**7.5.2 Cell Phones:** Employees issued a District phone will not use it for personal use.

**7.5.3 SCSD Business-Related Education:** The SCSD would like to support employees' desire to further their education. SCSD equipment may be used for educational purposes with management approval. If the employee requires more than five (5) megabytes of file server disk storage, management approval is required. Printer paper should be reimbursed at the same rate as copy paper.

**7.5.4 SCSD Staff:** SCSD staff shall not be used for personal business during working hours.

**7.5.5 Personal Software:** No personal software shall be installed or loaded on the SCSD network (including workstation hard disks). SCSD maintains a collection of approved/maintained software and no other software may be installed or loaded without approval from the General Manager.

**7.5.6 Software Installation and Changes to Configuration:** No software will be installed on SCSD owned workstations by employees. No configuration changes will be made to SCSD owned computers except for: colors, screen resolution, file directory defaults, and desktop wallpaper. SCSD owned computers are the property and maintenance responsibility of the SCSD and will be upgraded by technology support staff only.

**7.5.7 Privately Owned Computers:** An employee has all rights and authority over their own personal equipment. No SCSD owned software will be installed by the employee on a privately-owned computer without prior approval of management. When a user installs SCSD owned software, they are responsible for maintenance and upgrades. Regardless of software ownership, the privately-owned computer is not and will not be the maintenance responsibility of SCSD and will not be upgraded or maintained by SCSD staff or contracted service providers. This policy will allow for the separation of responsibility; SCSD staff is responsible for SCSD computers and applications, and the home user is responsible for the home user's own private computer.

## 7.6 Workplace Privacy

**7.6.1** Any information contained on SCSD networks, hard disks, files, desks, and lockers is not "personal/confidential." The SCSD may have need, during the normal course of business, to search computer or hard copy files or an employee's desk for necessary information. The SCSD will not guarantee that items of a personal nature will be undisturbed if this type of search is necessary. If employees have information that they deem personal and confidential, it should not be located at the SCSD. Common sense and courtesy will be exercised in the event staff needs to search another employee's work area, but personal items of a sensitive nature may be inadvertently disturbed.

**7.6.2** Employees should not encrypt documents of a business nature unless they are highly sensitive. In this case, the encrypted password should be given to the employee's supervisor for emergency access. All desks, filing cabinets, and hard disks that lock should have a key located with the employee's supervisor for emergency purposes.

**7.7 Smoking Prohibited:** The SCSD provides its employees and visitors with a safe work place free of smoke, smokeless tobacco, electronic cigarettes, and all by-products. As such, smoking is prohibited in all work areas and District vehicles. Employees or visitors wishing to smoke must do so in designated areas outside any SCSD buildings but no closer than 20 feet from any doorway or open window.

**7.8 Personal Appearance:** The SCSD promotes an attractive, professional, and high-quality workplace for our customers and our employees. Accordingly, staff is expected to dress in a manner appropriate for the type of work performed.

**7.9 Drug and Alcohol Abuse:** The SCSD is a drug-free workplace. The SCSD recognizes the problems and hazards associated with drug and alcohol use. Therefore, the SCSD prohibits the use, possession, or distribution of drugs and alcohol on its property. To ensure a drug and alcohol-free environment, the SCSD has adopted the following policy:

The use, possession, or distribution of any alcoholic beverages, intoxicants, narcotics, illegal or unauthorized drugs, "look-alike", or simulated drugs, prescription drugs not prescribed for the employee, and related paraphernalia on SCSD worksites or in SCSD vehicles is strictly prohibited. Employees shall not report to work under the influence of any drug, alcoholic beverage, intoxicant, narcotic, or other substance, including prescribed drugs and medication that will adversely affect their working ability, alertness, response, or coordination, or jeopardize the safety of themselves, co-workers, and the public. The SCSD reserves the right to require a drug test of any employee reasonably believed to be under the influence.

Serious offenses may be grounds for termination. Depending on the nature of the offense, and extenuating circumstances involved, the General Manager shall determine the appropriate level of discipline.

Drug testing may be required of certain job classifications, as described in the job description.

## **7.10 Electronic Mail**

**7.10.1** It is the SCSD's policy that the electronic mail (e-mail) system, like other SCSD property, be used in a professional and lawful manner and solely for the benefit of the SCSD.

**7.10.2 The Nature of E-Mail:** When a message is deleted from the e-mail system, a record of it may remain on the computer system. Because there is the possibility that inappropriate communications on e-mail may be not only widely published, but also indelibly stored, the SCSD requires that all employees exercise appropriate discretion in using the e-mail system. Even though e-mail is a less formal communication than business letters, employees must remember that e-mail messages are SCSD communications and must be treated as such.

Accordingly, the e-mail system may not be used to send jokes or other comments to others that may be perceived as discriminatory, harassing, offensive, or disruptive. Employees may not use the e-mail system to send material that disparages an individual, the SCSD, or business entity or discloses personal information without authorization.

**7.10.3 Access to E-Mail:** The e-mail system is not a private mode of communication. When you use e-mail, you are creating SCSD documents that may be read by others in circumstances, including, but not limited to, the following business or legal purposes:

- a. During regular system maintenance;
- b. When a business need exists to access the employee's mail box;
- c. In response to a legal request to disclose e-mail messages from law enforcement officials or in ongoing legal proceedings;
- d. When the SCSD has reason to believe that the employee is using e-mail in violation of SCSD policies (including, but not limited to, its policies prohibiting discrimination and harassment, misappropriation of SCSD property, or using SCSD equipment for personal purposes); or
- e. For periodic, unannounced inspection by the SCSD for business purposes.

System security features, including passwords and message delete functions, do not prevent the SCSD from accessing any message at any time. Employees must be aware that the possibility of such access always exists. Should employees make incidental use of the e-mail system to transmit personal messages, such messages will be treated no differently than other messages and may be accessed by the SCSD under any of the circumstances in the preceding list.

Solicitations, offers to buy and sell goods or services, and other personal messages to large groups via the e-mail system are not appropriate uses of this SCSD asset.

**7.12 Solicitation Policy:** It is the SCSD's policy that no solicitation and/or advertising of any nature be permitted in SCSD facilities unless authorized by the General Manager and/or

the Board of Directors. The purpose of this policy is to prevent the unnecessary interruption of SCSD business and to establish a common procedure governing solicitation and/or advertising.

### **7.13 Workplace Violence Prevention**

**7.13.1** The SCSD is committed to preventing workplace violence and to maintaining a safe work environment. To help ensure a safe environment, the SCSD may install security cameras.

**7.13.2** All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited.

**7.13.3** Conduct that threatens, intimidates, or coerces another employee, a customer, or member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment.

**7.13.4** All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other members of management. This includes threats by employees, customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. All suspicious individuals or activities should be reported as soon as possible.

### **7.14 Use of Vehicles**

**7.14.1** From time-to-time, SCSD employees may be required to drive either a SCSD vehicle or the employee's personal vehicle on SCSD business. This policy is being implemented to assist the organization in managing the risk and exposure related to employees driving on SCSD business. The goal of this policy is for all employees to maintain a good driving record, carry an amount of insurance as determined by the General Manager, and assist the SCSD in minimizing the risk factor of over exposure to litigation and claims resulting from auto accidents while conducting SCSD business.

**7.14.2 Documentation:** Any SCSD employee who drives a personal vehicle on SCSD business must provide the following at the start of employment and at the start of each fiscal year:

- a. Proof of insurance for all personal vehicles used when conducting SCSD business. Verification may include a copy of the declaration sheet stating (a) name of insurance carrier; (b) effective date of coverage; (c) limits of coverage.
- b. A current, valid, California Driver's license.

**7.14.3** An approved driver's list will be maintained for all employees who must drive as a part of their jobs. Supervisors will be responsible for identifying these positions (work-based needs). All drivers must be able to legally drive in California. An employee who loses the right to drive, or whose license is restricted for any reason,



must immediately report such to his or her supervisor.

**7.14.4 Motor Vehicle Record Reporting Requirements:** All employees are required to immediately report to their supervisor or manager when they have been involved in an accident while driving on SCSD business in a personal or SCSD vehicle. If an employee reports two (2) at-fault (preventable) accidents within a 24-month period, a review of the employee's insurance coverage and job-related driving activity will be required.

**7.14.5 Insurance Liability Coverage and Limits:** All drivers must carry insurance with minimums of no less than the State of California legal requirement, or a greater amount as determined by the General Manager. The current minimum State requirement is:

- a. \$15,000 bodily injury liability per person
- b. \$30,000 bodily injury liability per occurrence
- c. \$5,000 property damage liability coverage

In addition to the minimum coverage required, SCSD employees must provide their own comprehensive coverage if they want their vehicles insured. The SCSD insurance will not cover auto body damage to employees' vehicles. For those employees with comprehensive coverage, the SCSD will pay their deductible, up to \$250, for accidents occurring while on SCSD business, provided the employee is not at fault.

## **7.15 Travel Policy**

**7.15.1 General Travel Policy:** Travel on SCSD business or individual contract business shall be by the most economical means consistent with the situation, as determined by the General Manager. The SCSD will reimburse authorized travelers for their necessary and reasonable expenses incurred while traveling on SCSD business.

The General Manager must approve travel on SCSD business outside of Humboldt County in advance. All reimbursement requests must be signed by the employee and approved by the General Manager or designee.

Employees may make their own plane/rental car/lodging reservations or have the SCSD staff make them. Travel shall be by the least expensive method (plane or private car), consistent with the work needs of the SCSD as determined by the General Manager or designee. An employee wishing to travel by private car rather than public transportation shall be reimbursed only up to the cost of public transportation and necessary car rental as determined by the General Manager.

**7.15.2 Local Travel:** The SCSD will fully reimburse authorized travelers for local transit expenses. Receipts must support any amount over \$3.50.

**7.15.3 Parking:** The SCSD will fully reimburse authorized travelers for parking expenses. Receipts are required for amounts over \$6.00.

**7.15.4 Private Automobile:** The SCSD will fully reimburse mileage at the standard

Internal Revenue Service (IRS) allowable mileage rate. Any increases or decreases in the allowable rate will occur simultaneously with the publication date of the new IRS rate as determined by the General Manager or designee.

**7.15.5 Rental Car:** The General Manager or designee may authorize use of a rental car. Employees should rent compact cars when traveling unless business necessity dictates otherwise, as determined by the General Manager or designee.

Authorized travelers may claim cost of gas, oil, and related auto expenses when supported by receipts and when such expenses are not part of the rental agreement. Travelers should accept the corporate rate whenever possible. This rate includes necessary insurance. When the corporate rate is taken, travelers do not need to accept the over-the-counter insurance unless they do not have required coverage on their personal insurance. If a traveler must take over-the-counter insurance because personal Insurance does not meet SCSD minimums, the extra insurance cost will not be reimbursed.

For economic reasons, travelers are strongly encouraged to fill the gas tank of the rental car themselves before turning it back in to the rental agency.

**7.15.6 Tolls:** The SCSD will fully reimburse authorized travelers for tolls. Receipts are required for amounts over \$6.00.

**7.15.7 Lodging:** The SCSD will fully reimburse authorized travelers for actual lodging expenses consistent with the area of travel when supported by the itemized bill from the establishment. Lodging and the cost of lodging must be pre-approved by the General Manager or designee.

**7.15.8 Meals:** The SCSD will reimburse the actual reasonable, as may be defined by the General Manager, cost of meals excluding alcohol, to authorized travelers on SCSD business outside Humboldt County. Any exception to this restriction will require specific approval by the General Manager or designee.

**7.15.9 Business Meals:** SCSD-authorized travelers are allowed to host meals for other persons when the meal is related to the business. Travelers may claim actual cost for the meal when supported by receipts. The reason for the meal and the names and titles of guests will be listed on the travel claim form. Any deviation from the above guidelines requires approval by the General Manager or designee. Expenses for business meals consumed within Humboldt County will be reimbursed for the client only unless the appropriate manager pre-approves the employee's meal or it is consistent with the written policy of the General Manager. Documentation as listed in the above paragraph must be supplied.

**7.15.10 Registration Fees:** The SCSD will fully reimburse authorized travelers for registration fees required to attend a seminar, organized luncheon meeting, etc., when supported by receipt. Reimbursement will occur only when the employee has prior written authorization and is representing the SCSD.

**7.15.11 Phone Calls:** Authorized phone calls on a business trip are calls made during SCSD business. All long-distance business calls should be placed on a

station-to-station basis using a telephone credit card, except that SCSD will reimburse the employee for one call of reasonable length to home each day that the employee is required to stay overnight outside of the area on SCSD business. Phone call reimbursement is subject to the limitations in the below section on “Incidental Expenses”.

- 7.15.12 Incidental Expenses:** The SCSD will reimburse authorized travelers for actual incidental expenses incurred, such as personal phone calls, taxi driver and baggage tips, etc. up to a maximum of \$8.00 per day (no receipt required) when certified by the claimant. These are claimed and itemized as incidentals on the claim form.
- 7.15.13 Travel Extension:** When employees traveling by air wish to extend an authorized trip beyond the time required for business, they may do so on their own time if they obtain pre-approval for vacation taken. The SCSD will reimburse the employee for the cost of lodging and meals only up to the initial return date.
- 7.15.14 Adequate Records:** It is the responsibility of the traveler to keep adequate documentation of expenses claimed for reimbursement. Incidentals, while not requiring receipts, must be itemized on a log with the date, description of each incidental expense, and amount attached to the travel claim. All receipts must be original. They should be placed in chronological order and attached to 8 1/2 X 11 sheets of paper with the date and explanation next to the receipt. Any claim submitted that does not follow these guidelines may be returned to the claimant for correction. Any exceptions to this policy require written approval by the General Manager or designee.
- 7.16 Educational Reimbursement Policy:** Reimbursement is subject to determination by the General Manager that a course is career related and subject to approval by the General Manager who may prepare and issue guidelines for the administration of this policy.
- 7.17 Political Activities:** Employees shall not engage in political activities of any kind either during the employee’s work hours or on District property.