



Monterey Regional Waste Management District

EMPLOYEE HANDBOOK

September 1, 2019



Turning Waste Into Resources

Mission Statement: *Our mission is to **Turn Waste Into Resources** in the most cost effective and environmentally sound manner to benefit the community.*

Monterey Regional Waste Management District

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1. Welcome and Introduction

1.1 Purpose of Employee Handbook

This Employee Handbook has been designed to outline the basic principles, policies and expectations to help you understand your role with the District. We hope you find this information both helpful and practical.

The policies within this Handbook are easily accessed via the Table of Contents page. This Handbook will be updated as required as our business evolves and grows. You will be notified of any changes as they occur. We will communicate changes to you in a timely and appropriate manner. This Handbook supersedes, replaces and revokes any other Personnel Policies for Hourly and/or Salary Employees.

This employee handbook is designed for quick reference and intended to provide you with general employment related information. It is by no means an exhaustive guide to your employment at the District. It has been developed to act as a resource and reference for you. If any provision of this handbook conflicts with an applicable collective bargaining agreement, ordinance, state or federal law, the bargaining agreement, ordinance, state or federal law shall apply. In all other cases, the policies within this handbook apply.

Finally, this Handbook is intended to provide general framework of workplace behaviors and expectations. If a more-detailed policy exists on a specific topic, you will find a link to the complete, stand-alone policy at the end of the section in this Handbook with this symbol: 

If you have specific questions or concerns, please bring them to your supervisor, manager or Human Resources representative.

The effective date of this Employee Handbook is September 1, 2019.

How to Use This Handbook Online

You may find the online version of the Employee Handbook on the District website:

www.mrwmd.org > Human Resources > Employee Portal > Password: waste123

Click on [Employee Handbook](#) to open the document.

1.2 General Manager Welcome



Welcome to the Monterey Regional Waste Management District (“District”)! Our mission is to provide the highest quality, cost-efficient integrated waste management services to the greater Monterey Peninsula while preserving our environment and protecting public health through the reduction, reuse, recycling and safe disposal of our waste stream.

We value your work and hope that your employment with us is rewarding. In recent years, the District’s role has expanded to include the recovery of recyclable materials in the waste stream, including cardboard, paper, glass, wood, yard waste, plastics, metals, sheetrock, concrete, asphalt, reusable building materials, and resale items. The District is also the recipient of most of Monterey County’s sewage sludge. In addition, the first landfill gas-to-electrical energy system in Central California was installed at the site in 1983. Approximately 5,000 kW of continuous power is currently being generated. The District also safely recycles or manages household hazardous waste.

As a District employee, we expect you to work hard, have a positive attitude, and be dedicated and loyal to the District’s mission. Trust between employee and employer is built upon accountability and responsibility. Intrinsic in this relationship is the need for everyone to work toward a common goal. Everyone’s personal goals may vary, but as a member of the District team, we all must share the same objectives. We strive to hold each other accountable for creating a safe, productive, fulfilling and environmentally compliant workplace. We expect all District employees to take ownership for their own careers at the District and seek opportunities for learning and growth.

Our commitment is to provide employees fair treatment, a declared explanation of our expectations, and a safe, enjoyable working environment. To help us maintain our commitment to you, general rules and conduct for a successful environment are established in the following policies and procedures. Any violation or disregard of these policies and procedures could result in disciplinary action that could lead to termination. Since your job is important to you and you are important to the District, it is imperative that you have clear understanding of these and other guidelines that are established for a successful working environment.

On behalf of the Board of Directors and our staff, we are glad you are part of the District team!

Respectfully,

Timothy S. Flanagan
General Manager

1.3 Our History

“Turning Waste into Resources” Since 1951

More than 100 years ago, a common waste disposal practice for Monterey Peninsula residents was to place trash below the high tide line so that it could be swept into the ocean by the incoming tide. Several decades later between 1920-1950, a private burn dump operated on the coastal area of what is now Sand City. News reports from back then referred to the burn dump as a public health hazard. City leaders knew there had to be a better way to manage refuse. In 1951, the Monterey County Board of Supervisors established the Monterey Peninsula Garbage and Refuse Disposal District, now known as the MRWMD. The first order of business was to find a suitable location for a sanitary landfill to replace the old “dumps” then in operation.

We are fortunate our original Board had the foresight to purchase the large piece of property we occupy today. The Monterey Peninsula Landfill opened in 1965 and over the years we have added programs to reduce, reuse, recycle, and many of our programs were among the first of their kind in the solid waste industry. From our early cardboard recycling in 1953, the first production of electricity from landfill gas in 1983, the establishment of the Last Chance Mercantile in 1991, the Materials Recovery Facility “MRF” that came on-line in 1996, the first anaerobic digester in California in 2013, and MRF 2.0 in 2018, the integrated facilities we operate today embody our mission of “turning waste into resources”.

Over the years, the District has won numerous awards including being recognized in 1998 as the Best Solid Waste System in North America and in 2016 the California Resource Recovery Association recognized the District with a Zero Waste Achievement Award. Readers of the Monterey County Weekly have voted Last Chance Mercantile “Best Eco-Friendly Business” four years in a row and the District has won awards for our composting, reuse, hazardous waste, and landfill gas recovery programs.

Service Area

Our Western Coastal Monterey County service area covers a total of 853 square miles, including the cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Monterey, Pacific Grove, Sand City, Seaside, and the unincorporated areas of Big Sur, Carmel Highlands, Carmel Valley, Castroville, Corral De Tierra, Laguna Seca, Moss Landing, Pebble Beach, San Benancio, and Toro Park. The population currently served is approximately 200,000.

District Facilities

The District’s facilities are located on its 475-acre property in Monterey County, 2 miles north of Marina, at the Monterey Regional Environmental Park, 14201 Del Monte Blvd. The property consists of a 315-acre permitted sanitary landfill site, a 126-acre buffer area (mostly Salinas River floodplain), 20 acres for the resource recovery facilities, a 12-acre Community Franchise Collection Facility, administrative offices, and maintenance buildings.

Don Chapin Company and Keith Day Company each lease District property for recycling operations including concrete recycling and yard trimmings composting.

1.4 District Governance

The District is governed by a nine (9) member Board of Directors consisting of a representative from the Monterey County Board of Supervisors, city council members from each of the cities of: Marina, Seaside, Del Rey Oaks, Sand City, Monterey, Carmel-by-the Sea, and one appointed member from the City of Pacific Grove, and representation from the Pebble Beach Community Services District.



Board of Directors, July 2019

From left: Director Jerry Blackwelder (City of Sand City), Director Gary Bales (City of Pacific Grove), Director Bruce Delgado (City of Marina), Board Chair Carrie Theis (City of Carmel), Director Jason Campbell (City of Seaside), Director Dennis Allion (City of Del Rey Oaks), Director Leo Laska (Pebble Beach Community Service District).

Not present: Director Dan Albert (City of Monterey), Director Jane Parker (County of Monterey)

2. Workplace Commitments

2.1 Equal Opportunity Employment

The District is an equal-employment-opportunities employer. It is District policy to provide equal opportunity in employment, development and advancement for qualified persons without regard to age (40 and over), ancestry (including genetic information), sex/gender (*including gender identity, pregnancy, childbirth and related medical conditions*), color, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, veteran status, registered domestic partner status, or any other classification protected by applicable law.

This policy applies to every aspect of employment, including: hiring, placement, advancement, transfer, demotion, layoff, termination, recruitment advertising, compensation, benefits, training, and general treatment during employment. Any form of discrimination against employees will not be tolerated and will result in appropriate disciplinary action, up to and including termination. If an employee believes someone has violated this policy, the employee should bring the matter to the attention of their supervisor or another manager with whom the employee is comfortable. We will promptly investigate the facts and circumstances of any claim that this policy has been violated and take appropriate corrective measures. No employee will be subject to, and the District prohibits, any form of discipline or retaliation for reporting in good faith incidents of unlawful discrimination, pursuing any such claim, or cooperating in any way in the investigation of such reports.

2.2 Open Door Policy

The District maintains a personal and friendly “team” work environment. In order for us to communicate and work well together, we have outlined guidelines for maintaining a positive work environment and strongly believe in an open-door policy. You are encouraged to see your supervisor about all questions or matters relating to your job. If your supervisor does not resolve your question, or if you are more comfortable, you may bring any issue to the attention of your Department Manager, Department Director, HR Manager or General Manager.

2.3 Code of Conduct

This policy affirms the District’s belief in responsible social and ethical behavior from all employees. Our employees contribute to the overall success of the District and have an obligation to the District, our customers and themselves to observe high standards of integrity and fair dealing and to report any actions they feel are to the contrary.

The guidelines in this handbook are intended to provide direction for how to handle circumstances that may arise during day-to-day work experiences. The guidelines are not comprehensive, and

situations may arise which require you to make a decision that the District guidelines cannot make for you. In these cases, we rely on your personal and professional integrity. The District's reputation and continued success are dependent upon your ability to consistently demonstrate sound judgment and to deal fairly and honestly with others.

2.3.1 Employees are expected to:

- a) Act and maintain a high standard of integrity and professionalism.
- b) Be responsible and scrupulous in the proper use of District funds, equipment and facilities.
- c) Be considerate and respectful of the environment and others.
- d) Exercise fairness, courtesy and cooperation in dealing with other employees, including temporary associates, customers and suppliers.
- e) Avoid apparent conflict of interests, promptly disclosing to your supervisor, manager or Human Resources, any interest which may constitute a conflict of interest.
- f) Perform their duties with skill, honesty, care and diligence.
- g) Not be influenced by offering or accepting gifts in business transactions.
- h) Under no circumstances may employees offer or accept money in business transactions.

Any employee in violation of this policy may be subject to disciplinary action, including termination.

2.3.2 The following behavior is subject to disciplinary action up to and including termination due to its seriousness:

- a) Possession, distribution, sale, use, manufacture, transfer or being under the influence of alcoholic beverages, medical or recreational marijuana, or illegal drugs during work time or while representing the District in any capacity while on District property, while on duty, or while operating a vehicle or potentially dangerous equipment.
- b) Theft or unauthorized removal or possession of property belonging to fellow employees, customers or the District.
- c) Misusing, destroying or damaging property belonging to fellow employees, customers or the District.
- d) Violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
- e) Insubordination - Employees are required to obey directives issued by their supervisor or manager. A refusal to obey a supervisor's directive or a lack of respect directed toward that supervisor, such as ignoring or refusing to speak with the supervisor, making sarcastic, critical comments or passive-aggressive behavior towards the supervisor or manager and resistance to authority. The supervisor or

manager shall warn the employee of the consequences for refusal to follow a directive at the time of the incident.

- f) Release of confidential information about the District or its customers.
- g) Falsification of time records - Altering or falsifying any time-keeping record, willfully clocking in/out another employee, allowing someone else to clock you in/out, removing any time-keeping record from the designated area without proper authorization or destroying such a record.
- h) Falsifying or making a material omission on an employment application or any other District record.

Should you have doubts about any aspect of the Code of Conduct, please seek clarification from your supervisor, manager or Human Resources Representative.

2.4 Outside Employment

It is the expectation that employment with the District is employee's principle employment. However, the District may permit an employee to have secondary employment as long as it neither violates the Conflict of Interest policy nor adversely affects employee performance, efficiency and/or safety. An employee who wishes to take a second job with another employer shall inform their manager and provide written notice of intent to Human Resources. The Notice must include the following information: Type or nature of job; name and address of employer; number of hours to be worked each week. Human Resources will review employee's request and provide a written response to employee. If it is determined that second job is not in conflict with the employee's principal employment, all subsequent changes to the second job, if any, must be reported to the department manager.

2.5 Political Activity

While on the job, during working hours, employees may not campaign for or against any candidate or issue, engage in political activities, or solicit funds for political groups on District premises. Employees may not engage in such activities that are likely to identify him/her as a District employee and may not wear clothing or uniforms which identify the District when engaging in such activities. Likewise, employees may not solicit or distribute politically oriented information or materials, nor place or post such materials on the District bulletin boards including the placement of stickers on the District vehicles, buildings or other property owned by the District. These restrictions are solely for the purpose of keeping the District jobs free from political influence. Nothing in this policy is intended to prevent employees from voting, belong to political organizations or attending political meetings on his/her own time. Employees running for political office in any local or state election shall inform Human Resources in writing as soon as reasonably practical.

2.6 Nondisclosure of Confidential Information

During the course of employment, employees may have access to certain confidential information including: legal information, employee information, business records, customer information, business systems, future plans and other information that the District considers confidential and sensitive. Employees are expected to use discretion and exercise caution in regard to keeping information confidential about the District business and employees.

News media or the general public may contact the District with requests for information. All inquiries from the news media should be referred to the Director of Communications & Sustainability. All inquiries regarding former or current employees should be referred to Human Resources. Only the General Manager or designees are authorized to disclose confidential information as deemed appropriate for a public entity, or as otherwise authorized by the Board of Directors. Any question about the confidentiality of information should be referred to the General Manager or designees.



MRF Sorting System 2018

3. Employee Health & Safety

3.1 Workplace Security

3.1.1 Definitions

- a) "**Weapons**" are defined as firearms, chemical sprays, clubs or batons, knives, and any other device, tool, chemical agent, or implement that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.
- b) "**Workplace Violence**" is any conduct that causes an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:
 - i. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property.
 - ii. The destruction of or threat of destruction to District property or another employee's property.
 - iii. Harassing or threatening phone calls, texts, emails or social media posts.
 - iv. Surveillance, Stalking.
 - v. Possession of offensive or defensive weapons (firearms, knives, blades over three (3) inches, explosives, clubs, mace, pepper spray, tear gas, etc.).
 - vi. Any conduct relating to violence or threats of violence that adversely affects the District's legitimate business interests

3.1.2 The District is committed to providing a safe and secure workplace for employees and the public. The District will not tolerate acts or threats of violence in the workplace. The workplace includes any location where District business is conducted, including vehicles and parking lots. Any violation of this policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

3.1.3 Employees are prohibited from engaging in or promoting acts of intimidation, violence, threats, use of profanity, coercion, assault and/or abusive behavior toward any person or causing discord or disharmony while in the course of District employment. The District has zero tolerance for actual violence or threats of violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

3.1.4 Employees engaged in District business are prohibited from carrying weapons (including self-defense weapons) in violation of any law or this policy. Employees who have legal authority to carry a self-defense weapon shall notify the General Manager in writing of the

type of weapon being carried. Employees who have legal authority to carry self-defense weapons violate this policy if they:

- a) accidentally discharge or lose their weapon;
- b) use, threaten to use, or display the weapon while engaging in District business;
- c) violate any law related to carrying a legal self-defense weapon while engaged in District business.

3.1.5 Incident Reporting Procedures

- a) Employees must immediately report workplace violence to his/her supervisor or Manager.
- b) The Department Manager will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident and action(s) taken, and will provide any other relevant information regarding the incident. The Manager will report the matter to the Department Director and Human Resources.
- c) The Department Director and/or Human Resources Manager will take appropriate steps to provide security, such as:
 - i. Placing the employee alleged to have engaged in workplace violence on paid or unpaid administrative leave, pending investigation;
 - ii. Asking any threatening or potentially violent person to leave the site; and/or
 - iii. Immediately contacting an appropriate law enforcement agency.

3.1.6 Investigation

The Human Resources Manager or his/her designee will see that reported violations of this policy are investigated as necessary.

3.1.7 Management Responsibilities

Each Manager and Department Director have authority to enforce this policy by:

- a) Training supervisors and subordinates about their responsibilities under this policy;
- b) Assuring that reports of workplace violence are documented accurately and timely;
- c) Notifying the Human Resources Manager and/or law enforcement authorities of any incidents;
- d) Making all reasonable efforts to maintain a safe and secure workplace; and

3.1.8 Follow-up and Disciplinary Procedures

An employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment. The District may also direct that an employee submit to a fitness for duty examination.

Related Safety Policy: Workplace Violence Safety Policy (SSP 1-03)

3.2 Safe & Healthy Workplace

The District maintains that public and employee health and safety is its greatest responsibility. In keeping with this commitment and as required by California Labor Code Section 6401.7, the District has established an “Injury and Illness Prevention Program” (IIPP) as part of its safety program. Each employee is required as a condition of employment, to develop and exercise safe work habits in the course of his/her work to prevent injuries to themselves, their fellow workers and other who are on site. Any employee who violates safety policies and procedures may be subject to disciplinary action up to and including termination.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with your supervisor or manager. If unsure of how to perform any assigned task – ask your supervisor or manager before proceeding.

Related Safety Policy: MRWMD Safety Manual



Fire Brigade Training, September 2019

4. Employment Classifications

Your employment with the District is governed by District Policies, in conjunction with this Employee Handbook, as well as a Memorandum of Understanding if you're a member of a bargaining unit, employment agreement or offer letter if you're an at-will, confidential or intern employee. District classifications must be approved by the Board of Directors. The following section provides general information regarding bargaining units, employee classifications and employee statuses.

4.1 Bargaining Units/Represented Classes

Currently, there are four (4) bargaining units at the District. Members of the four bargaining units under a binding agreement with the District, which sets out agreed upon terms and conditions of employment in relation to mandatory subjects of bargaining identified in the Meyers-Milias-Brown Act (MMBA). Bargaining Unit employees are "Regular" District employees, employed for an undefined period of time in a Board-approved position. The four bargaining units are:

- a) Operating Engineers Local 3 (OE3) - Operations Unit, aka Ops Unit
- b) Operating Engineers Local 3 (OE3) - Laborers & Sales Clerks Unit, aka LSC Unit
- c) Operating Engineers Local 3 (OE3) - Support Personnel Unit, aka Support Unit
- d) Management Unit – The Management Unit is not affiliated with any union.

4.2 Unrepresented Employee Classes

- 4.2.1 **At-Will and Confidential** employees are "Regular" District employees, employed for an undefined period of time in a Board-approved position.
- 4.2.2 **Interns** are generally students or recent grads who are employed for a specified period, limited term and/or limited hours, with or without pay, to perform work for the District for the purpose of gaining work experience, either under contract with a college or the District.
- 4.2.2 **Temporary Associates** are generally employed by a staffing agency and assigned to perform work at the District for a specified period or limited term to fill a temporary business need or fill in for District employees who are out on leave of absence. Temporary Associates may also be hired under contract by the District for a limited term to fill a position requiring special skills not available through a staffing agency.

4.3 Employee Statuses

- 4.3.1 **Full-Time:** Employees regularly scheduled to work 37 or more hours or more per week.
- 4.3.2 **Part-Time:** Employees are regularly scheduled to work 30 hours per week or less on a regular basis. Part-Time employees are not members of any bargaining unit.

5. Employment Policies

5.1 Immigration Law Compliance

The District participates in E-Verify and will provide the federal government with Form I-9 information to confirm that a person is authorized to work in the U.S. In order to comply with the Federal Immigration Reform and Control Act (IRCA) of 1986, each employee must complete an Employment Eligibility Verification Form (Form I-9) and present proper documents to establish their identity and employment eligibility within three working days of hire. If the employee is unable to present the actual documents to satisfy the I-9 regulations within those three days, the employee must present a receipt for application of replacement document(s) and the actual document within (90) ninety days.

5.2 Recruitment, New Hire Orientation and Onboarding

The District recognizes a robust and professional approach to recruitment and selection helps us to attract and appoint individuals with the necessary skills and attributes to contribute to our business goals. All selections shall be made on the basis of merit (candidate with experience and qualifications that most meets job requirements) and compliance with all relevant state and federal laws and regulations.

5.2.1 The District recruits employees via the following methods:

- a) Internal – The District posts all union-affiliated classifications internally for one (1) week before external recruitment begins, in accordance with the MOU.
- b) External - District website, online job boards/sites, flyers posted in public view, newspapers, industry newsletters, search firms or other methods.

5.2.2 Recruitment Procedure

- a) The manager and human resources representative reviews and updates job description for the vacant position ensuring essential functions of the position, tasks and job expectations, skills, qualification and physical requirements are current.
- b) The recruitment process may include some or all of these: an application form, interviews (phone, Skype, in-person, panel), practical or skills testing, site tour and reference checks, pre-employment physical and background check, if appropriate.
- c) A verbal offer and a written “conditional offer” of employment. After a conditional offer of employment has been accepted by an applicant, the District may, in compliance with all applicable laws, perform reference checks, background checks, if appropriate and

require the applicant to submit to a fitness for duty examination and pre-employment drug testing prior to beginning employment. The District reserves the right to withdraw the “conditional offer” if any of the above pre-employment requirements are not completed successfully.

- d) Once the candidate accepts employment offer and confirms start date, Human Resources or the hiring manager will inform the candidates who were not selected.
- e) For At-Will positions, a contract is required setting forth clear terms and conditions.
- f) Human Resources representative schedules New Employee Orientation and Onboarding Process.

5.2.3 Onboarding

The District recognizes that a coordinated onboarding process helps new hires adjust to the social and performance aspects of their jobs, so they can quickly become productive, contributing members of the team. The District’s onboarding is not one-size-fits-all. Different employees, depending on the job function will require different onboarding techniques to ensure success. Some elements of the District’s formal onboarding process include:

- a) All new employees must complete state and federal regulatory requirements (new hire paperwork), i.e., verification of right to work and be given informational material regarding employee rights and responsibilities
- b) HR Orientation - Introduction to: District mission; Employee Handbook and general company-wide policies, key business processes, organizational chart, information on District benefits.
- c) Union Orientation – Scheduled at Union Representative request only, in accordance with Union Orientation procedure. Introduction to Memorandum of Understanding and contact information for shop steward(s).
- d) Safety Orientation - Introduction to Safety Manual and Injury & Illness Prevention Plan; review of applicable standard safety procedures
- e) Department Orientation - We encourage the supervisor or manager to: assist the new hire in building a communication network (who to contact for what, who to report to, etc.); provide department tour and introductions to team members; assign a mentor or arrange for new hire to shadow others, so they can get hands-on experience on how things are done; develop training plan, if appropriate.
- f) The District will give employees adequate training to do their job safely and competently. We believe training is a two-way process. We encourage employees to participate and to highlight any gaps in their own skills or knowledge they believe they have.

For questions on interpretation of human resources policies and procedures at the District, the Human Resources Department is a resource for you.

5.3 Probationary Period of Employment

- 5.3.1 The probationary period is defined as the first consecutive 12 months of employment in as a direct hire of the District or the first 6 months of employment in a higher classification to which the employee has been promoted. The probationary period is designed to give employees the time to learn the job and demonstrate the skills and competencies required for the job, as well as provide the supervisor the opportunity to evaluate their performance.
- 5.3.2 The probationary period may be extended if the employee takes a leave of absence and is not available for the full duration of his/her probationary period and/or the employee's performance, behavior or attendance have been inconsistent during the probationary period. The intent of an extension is to provide the employee additional time to make up the missed time and/or to demonstrate ability to sustain satisfactory performance, behavior and/or attendance.
- 5.3.3 An employee in a probationary period may be discharged or demoted at any time for any reason.

5.4 Employment of Relatives

- 5.4.1 The District recognizes the importance of actual or perceived influences of personal relationships or favoritism on District actions and decisions. Hiring relatives of current employees is permitted, subject to specific guidelines set forth in this policy. Except as expressly authorized by Management, the District will not permit:
 - a) Employees to supervise a relative directly or to be in a position in which that employee has substantive influence or authority over the career advancement, compensation or performance appraisal of the relative; or
 - b) Relatives working in any jobs that create a conflict of interest.
- 5.4.2 A relative is defined for the purposes of this policy as spouse, brother, sister, parent, child, grandparent, grandchild, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, first cousin and a domestic partner.
- 5.4.3 If a relationship develops that result in employees becoming relatives, the employees must notify Human Resources within 30 days. After consulting with the employees and their supervisors, Human Resources will determine whether the nature of the relationship between the parties and their positions, warrants action under this policy.

5.5 Respectful Workplace, Harassment & Discrimination Prevention Policies

The District is committed to providing a workplace free from harassment, discrimination and retaliation, including sexual harassment and other forms of abusive behavior. Behavior that constitutes discrimination, sexual harassment or abusive conduct will not be tolerated and will lead to disciplinary action, up to and including termination of employment.



Related Policies: [Respectful Workplace Policy](#); [Harassment, Discrimination and Retaliation Prevention Policy](#).

5.6 Alcohol and Drug-Free Workplace

The District is concerned by factors affecting an employee's ability to safely and effectively do their work to a satisfactory standard. We recognize that alcohol or other drug abuse can impair short-term or long-term work performance and is an occupational health and safety risk.

The District will do its utmost to create and maintain a safe, healthy and productive workplace for all employees. The District has a zero-tolerance policy in regard to the use of alcohol, marijuana (medicinal or recreational) or illegal drugs on District property or working while under the influence of alcohol or illegal drugs. Violations of these policies may result in disciplinary action up to and including termination of employment.



Related Policies: [Drug and Alcohol-Free Workplace Policy](#); [Drug and Alcohol Policy for D.O.T. Covered Employees](#)

5.7 Dress Code

Employees are expected to maintain personal dress and appearance appropriate to his/her position. Certain classifications are required to wear District uniforms, as described in the Dress Policy.



See detailed Policy: [Dress Policy](#)

5.8 Smoking on District Property

In compliance with California state law and in order to provide employees with a safe and healthful work environment, smoking is prohibited in any District buildings, vehicles and heavy equipment. This policy is inclusive of e-cigarettes. For designated smoking areas, see Smoking Policy.



See detailed Policy: [Smoke-Free Workplace Policy](#)

5.9 Computer, Information, Communication Systems & Social Media

5.9.1 Expected Use of the District Information Technology Equipment and Systems

This policy describes the District's guidelines for the use of the District's electronic mail, text message, voice mail, Internet access and computer systems, as well as cell phones. The policy also describes guidelines with regard to personally owned computers, electronic devices, and cellular and camera phones used on the District premises or for the District business. All work-related communications are subject to the Public Records Act, including electronic communications on personal cell phones.

The District systems, including individual equipment (e.g., stand-alone computer or handheld device) are covered by policies outlined in this Handbook. These systems are important assets of the District and have been installed to facilitate business communications and productivity.

5.9.2 Privacy

- a) The District respects the individual privacy rights of its employees; however, employee privacy does not extend to the employee's work-related activities or to the use of the District provided equipment or supplies. The District operates under this policy for several reasons, including: (1) to ensure that these systems are only used for business purposes; (2) to follow-up on departing employees' work-in-progress; (3) to ensure that the confidentiality of the District's material information is being preserved; (4) to monitor employee performance; (5) to maintain the systems; and (6) to monitor our customer service and relations with outside businesses. You should be aware that the following guidelines may affect your privacy in the workplace.
- b) Although each employee may have individual passwords to access these systems, the systems belong to the District and the contents may be accessed by management at any time for any business purpose. The systems may be subject to periodic unannounced inspections and should be treated like other shared filing systems. Of course, these systems are intended solely for business use.
- c) Do not assume that messages and files are confidential. The District has the capability to access, review, copy, and delete any messages sent, received or stored on the systems. The District reserves the right to: access, review, copy or delete all such messages for any purpose and to disclose them to any party (inside or outside the District) it deems appropriate. The District may utilize or override individual passwords or codes.
- d) The District reserves the right to access and review files and messages and to monitor the use of electronic (e-mail and Internet) communications as necessary to ensure that there is no misuse or violation of the District policy or any law. Employees who misuse these communication systems will be subject to discipline up to and including termination.

5.9.3 Harassment and Discrimination via Information Systems

These computer, information and messaging systems may not be used to view pornography; or used in any manner that could be considered discriminatory, harassing or obscene; or for any other purpose which is illegal, against the District policy or not in the best interests of the District. In the event an employee inadvertently accesses objectionable content on the Internet, they must promptly terminate the session. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by the District management.

5.9.4 District Property

- a) Employees may not install personal software on the District computer systems. Your computer should only run software approved by and purchased through the District. All electronic information created by any employee using any means of electronic communication provided by the District is the property of the District and remains the property of the District.
- b) The District provides multiple forms of access, including access to the internet, web sites, and computer or phone networks. All of these types of access are to be used for the District related business only. Under no circumstances may employees use the District phone system for long distance, personal calls.
- c) Under no circumstances may employees destroy or dispose of potentially important District records or information without specific advance management approval. Employees shall not use added software or any mechanism available over the Internet in an attempt to permanently delete (or scrub) any file on any District computer or system, unless previously authorized in writing by Management. Employees also shall not reformat any hard drive on any District device without the written authorization of Management. In order to ensure confidentiality and to prevent compromising any of the District's data records, it is imperative that the District property not be taken off-site, unless previously authorized in writing by Management.

5.9.5 Use of Personal Computers and Electronic Devices

Before using any personally owned computer or electronic device for the District related business, you must receive approval from your supervisor. If approval is provided, an employee's personal computer or electronic device is subject to all inspection and the District protection portions of this policy.

5.9.6 Personal Phone Calls

- a) To effectively accomplish the District mission, employees must focus on their duties when they are on the clock. Everyone is expected to put forth their best effort in the

performance of their duties. Occasionally, when personal matters unrelated to work require a person's attention, other than during lunch breaks, time off may be scheduled.

- b) Employees are requested to keep personal phone calls to a minimum. Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Only emergencies warrant an immediate response. Such events should be rare.

5.9.7 Cellular Phones

In general, employees shall not use cell phones during regular work hours except for business purposes directly related to work, if employee is authorized to do so. Personal usage should be confined to off shift or breaks. The rare and exceptional use necessary for personal emergencies is permitted. Information on the cell phone used for business purposes may not be private. It is recommended that a District email address be used for all business-related emails. As a public entity, all communications related to our business are subject to disclosure upon a Public Records Request. Cameras on cell phones are not to be used in situations where there is an expectation of privacy. This includes but is not limited to restrooms and locker rooms.



See detailed policy: [Cellphone Policy](#)

5.9.8 Social Media

This policy also applies to all employees who have an active profile on a social or business networking site such as LinkedIn, Facebook, Instagram, Snapchat, Twitter or posts comments on public and/or private web-based forums or message boards or any other internet sites. No employee is to engage in Social Media as a representative or on behalf of the District unless they first obtain the District's written approval.

The District acknowledges its employees have the right to contribute content to public communications on websites, blogs and business or social networking sites not operated by the District. However, inappropriate behavior on such sites has the potential to cause damage to the District, as well as its employees and other stakeholders. For this reason, employees must refrain from posting, sending, forwarding or using, in any way, any inappropriate material including but not limited to material which:

- a) is intended to cause insult, offence, intimidation or humiliation to the District or its employees;
- b) is defamatory or could adversely affect the image, reputation, sustainability of the District or its employees;
- c) includes any reference to "MRWMD", "Monterey Regional Waste Management District", without express consent of management;

- d) includes photos or other video or audio recording taken on District premises for non-work-related purposes without the express consent of management and of the person(s) subject to the photo or recording.
- e) contains any form of confidential information relating to the District or its employees.

Violation of this policy will result in disciplinary action including termination of employment.

5.10 Driver Policy

5.10.1 Driving While on the District Property and/or District Business:

Employees driving on District property and/or on District business (in a personal or District-owned vehicle) shall comply with the following:

- a) District vehicles are not intended for personal use and shall be used for official use only, unless authorized by the General Manager.
- b) Maintain a current, valid driver's license.
- c) Maintain the minimum auto insurance required by the State of California on personally owned vehicle(s) if those vehicles are used while on District business and provide Human Resources with a copy of evidence of insurance.
- d) Obey all traffic laws. This includes the use of safety belts/shoulder harnesses and complying with traffic signs on and off District property.
- e) Notify your supervisor of any violation of motor vehicle laws or other activity that may affect the status of his/her driver's license (such as restrictions, expirations, or suspensions) or evidence of insurance, if appropriate.
- f) Notify your supervisor of any circumstance that might compromise the safe operation of the equipment (such as taking medications) before operating the vehicle or equipment.
- g) Only employees authorized by the District to operate a District-owned vehicle or equipment are permitted to operate it. Passengers are only allowed in a District-owned vehicle if they are also on official District business.

5.10.2 Commercial Vehicle Drivers:

- a) The Department of Transportation (DOT) requires employees who repair and operate commercial vehicles to maintain a valid commercial license (CDL) and participate in the DOT Drug Program. In addition, drivers who may operate vehicles that require a Hazardous Materials Endorsement and/or Tank Vehicle Endorsement are expected to acquire these certificates.
- b) Failure to maintain a valid commercial license for any reason, including loss of medical certification, or violation of the DOT Drug Program, will result in the loss of the 5% salary differential. Additionally, MRF Operators, Maintenance Workers and Heavy Equipment Technicians will be reclassified in the corresponding lower classifications. Depending on

the circumstances and at the District's sole discretion, these employees may be given a reasonable amount of time, before additional action is taken. In either case, the reduction in pay will be effective with the loss of a valid license and the salary differential will not be reinstated until the first full pay period that they are able to perform the duties of the higher-level classification requiring a commercial drivers' license.

- c) At the District's discretion, an individual without a valid California Drivers' License (CDL) may be hired to a classification that requires the license, with the condition that they will acquire the license within the time specific upon hire. Failure to obtain the CDL within the time specified, will result in a 5% reduction in pay and may, at the District's discretion, constitute failure to pass the probationary period.
- d) The District encourages all employees in appropriate classifications to acquire the CDL. The District provides training and testing opportunities to designated employees. In addition, employees may request reimbursement of DMV fees and medical fees that are required for the license. Employees are expected to use their own time for medical exams and DMV appointments. Sick leave may be used for medical exams and vacation/comp time may be used for appointments with DMV if the employee wishes to schedule time off during their regular shift.

5.11 Employee Information

5.11.1 It is important that personnel records are accurate and up to date so employees may receive uninterrupted benefits. This information is also necessary to determine the amount of wage deductions for federal and state income tax. You should provide the District with the following information and notify Human Resources immediately whenever there is a change in the following personal information:

- a) Name
- b) Home and/or mailing Address
- c) Telephone number(s)
- d) Person to call in case of illness or emergency
- e) Change in marital status or number of dependents
- f) Insurance beneficiary

5.11.2 The following changes should be submitted to the Payroll Department as soon as possible.

- a) Tax exemption/deduction changes (Form W4)
- b) Banking information (*direct deposit*)

5.12 Employee Medical Records

All employee medical records will be held in confidence in order to avoid unauthorized disclosure. In compliance with state and federal laws, the District keeps employee medical records separate from personnel files. Access to medical records shall be limited to those in management on a need-to-know basis.

5.13 Voluntary Separation

When an employee resigns, the separation is considered voluntary. An employee may voluntarily resign from the District by presenting his/her resignation in writing to their Manager and Human Resources. To resign in good standing, an employee shall provide advance notice of two-weeks minimum, unless there are extenuating circumstances that make it difficult for the employee to provide such advance notice.



See detailed policy: [Voluntary Separation - Resignation or Retirement](#)

5.14 Involuntary Separation

An involuntary separation is one that is initiated by the District for any reason including a reduction in force. An involuntary separation is also referred to as a termination of employment.

5.15 Final Pay

Employees who voluntarily resign will receive their final pay as soon as possible, if advance notice is not provided or on their last day at work if two weeks advance notice was given. An employee who is terminated by involuntary separation shall receive their final pay on their last day of work.

5.16 Job Abandonment

5.16.1 An employee who has been absent for two (2) consecutive scheduled workdays without notification to his/her immediate supervisor, and without legitimate extenuating circumstances that can be verified, shall be deemed to have abandoned his/her position and to have resigned his/her employment with the District. The separation may be reversed if, within 15 calendar days from the last day worked, if he/she provides written proof that the absence and failure to notify his/her supervisor of need for absence, is compelling and justifiable.

5.16.2 Failure to return from an approved leave of absence (sick, vacation or other) upon expiration of the approved leave of absence shall be deemed job abandonment and will result in separation of employment from the District without credit for any accumulated benefits, except for vacation, holidays or comp time that had accrued prior to the leave of absence. The separation date will be the date after the expiration of the approved leave of absence.

5.17 Travel

5.17.1 Reasonable travel expenses incurred in the performance of an employee's duties, will be reimbursed, provided that the purpose for travel is approved in advance by the employee's manager. An Expense Reimbursement Form must be completed and approved by the

manager in advance and supported with receipts. Alcoholic beverages are not an authorized business expense and will not be reimbursed.

5.17.2 Employees should arrange travel and accommodation for themselves or seek assistance from their department manager or Human Resources.

5.17.3 Generally, air travel and vehicle rental shall be by economy class.

5.17.4 Travel Time and payment thereof shall be made in accordance with employee's respective MOU.



See detailed policy: [Travel Policy](#)

5.18 Rest and Meal Breaks

Employees generally will receive one (1) thirty (30) minute meal break for working 6.5 hours.

Employees who work 11 or more consecutive hours will be provided a 15-minute paid rest break, in addition to the meal break. If the total work shift is less than eight (8) hours, the employee will receive a 15-minute rest break approximately mid shift only.

Employees may not perform any work during rest and meal breaks and are encouraged to step away from their work area. Employees must clock out if they leave District property for a rest or meal break and clock back in when they return to work. It is the employee's responsibility to take their breaks or inform their supervisor immediately if they are not able to do so for any reason. The employee will not be compensated for meal or rest breaks which are not taken.

5.19 No Scavenging Policy for Personal Gain

The Materials Recovery Facility and Last Chance Mercantile are designated areas for the recovery of materials for recycle, re-sale or reuse by the District and all materials or items delivered to any District location are the sole property of the District.

5.19.1 Employees may not remove materials from any District location for personal use, unless purchased from the Last Chance Mercantile in accordance with the Employee Purchasing Policy.

5.19.2 Items of value, such as money, jewelry, coupons, etc., found on District property in the course or performing diversion tasks on the Landfill or MRF or randomly found on District property, shall be turned in to the Department supervisor or manager. The department supervisor or manager shall turn the items in to the Social Committee Chair and added to the Social Committee budget or Community Donation Fund, at the discretion of the General Manager.

5.19.3 Entering the District site after working hours or off-the-clock to engage in scavenging is strictly prohibited and will be grounds for disciplinary action, up to an including termination of employment.



See detailed policies: [Employee Purchasing Policy](#)



Last Chance Mercantile

6. Job Descriptions, Work Performance, Reviews & Rate Increases and Promotions

6.1 Job Descriptions and Job Duties

The District maintains job descriptions for each job classification. Such job descriptions contain a general summary of the job duties, minimum and desired qualifications and background, essential job functions, and physical/environmental factors associated with performance of the job. Job descriptions are used for such purposes as employment advertising, selection testing including pre-employment medical assessments, work related injury physical assessments, and establishing performance expectations.

An employee's job responsibilities that are within the general scope, responsibilities and skills required may change at any time during employment. From time to time, an employee may be asked to perform duties not specifically listed in the job description. An employee's cooperation and assistance in performing such other duties is expected.

6.2 Work Performance

Performance management is an ongoing process and is intended to ensure employees understand District objectives and work expectations and are carrying out their duties which they are employed to do in an effective and satisfactory manner. It is a continuous process of setting objectives, assessing progress and providing on-going coaching and feedback to ensure that employees are meeting their objectives.

6.2.1 The District expects that its employees will:

- a) Perform their duties and comply with their responsibilities faithfully and effectively;
- b) Be courteous and professional in all their interactions at work;
- c) Respect proper protocol and the normal chain of command;
- d) Display proper personal conduct for the position;
- e) Not abuse the rights, privileges, and benefits provided by the employment with the District; and
- f) Maintain regular and predictable attendance

6.2.2 Supervisors and managers are responsible for evaluating employee performance and preparing, in writing, a performance evaluation for each employee. Performance evaluations become a permanent part of the employee's records. Employee shall sign and receive a copy of all written evaluations. As provided on the Performance Review form, employees

may comment on their evaluation. The performance evaluation process includes the following:

- a) The supervisor and/or manager and employee will meet and openly and constructively discuss the employee's work performance during the review period, in all areas required for the position, as noted in the Performance Review form.
- b) The supervisor and/or manager will establish any objectives and outcomes for the next evaluation period.
- c) Training and development will be considered as part of the process.
- d) Outside of this formal process, employees are encouraged to raise any issues they have when they arise.

6.2.3 Performance evaluations will be prepared in the following instances:

- a) Probationary Period: Upon completion of six (6) months of employment for all new hires and three (3) months in new position for promotions or job transfers.
- b) Upon completion of the employee's first 12 months of service and annually thereafter.
- c) When an employee is promoted or demoted, the evaluation cycle is reset to begin with the effective date of the demotion or promotion.
- d) Whenever the employee's supervisor believes there has been a significant change in the employee's performance;

6.2.4 Employees who are not meeting performance standards (not satisfactory) in any area, may be placed on a Performance Improvement Plan (PIP) to ensure the employee understands the expectations and is provided specific guidance on what is needed to meet and sustain satisfactory performance. Should such improvement process be unsuccessful in improving an employee's performance, disciplinary action may be taken.

6.3 Employee Classification & Pay Schedules

6.3.1 The District's Employee Classifications and Salary Schedules are approved by the Board of Directors and include the position title and six (6) Rate Steps for each classification. New employees are normally hired at Step 1 of the Salary Range, unless a higher step is authorized by the General Manager. The General Manager may authorize a start rate of up to Step 6, commensurate with the candidate's qualifications and experience.

6.3.2 Advancement within a salary range shall not be automatic. Step increases are based on merit and shall be given only if employee is meeting satisfactory performance standards, as determined by the employee's supervisor and/or manager.

6.3.3 Rate Step advancements are awarded as follows, contingent on employee meeting performance standards:

- a) Rate Steps 2 – 5 are generally awarded one year to each subsequent step.

- b) The General Manager may grant approval to accelerate Rate Step advancement for exceptional performance, at the request of the Department Director.
- c) Rate Step 6 is awarded after employee has been at Rate Step 5 for a period of at least three (3) years or has been continuously employed as a regular District employee for at least 6.5 years (if hired prior to July 1, 1999) or for at least 7 years (if hired after to June 30, 1999). The minimum time at Rate Step 5 is one (1) year.
- d) Longevity-based rate adjustments shall be awarded in accordance with employee's respective MOU, if applicable.
- e) Unrepresented classifications: Employees hired before June 30, 2019, are eligible for a longevity adjustment of 2.5% of base pay after completing 10 years of service and 5.0% of base pay after completing 15 years of service.

6.4 Promotions

An employee who is promoted to a higher classification shall receive an increase of at least five (5) percent and the date of the annual performance review and rate step advancement shall be reset, based on the effective date of the promotion. The anniversary date shall remain the same for seniority purposes.



English as a Second Language Onsite Class

7. Attendance, Timekeeping, Overtime, Pay Day

7.1 Attendance

All employees perform an important function at the District. As with any group effort, it takes cooperation and commitment from everyone to operate effectively.

Therefore, your attendance and punctuality are very important. Absences cause a slow-down in the work and added burdens for your fellow employees. Good attendance is something that is expected from all employees. You should be at your work station by the start your shift. Excessive absenteeism or tardiness will not be tolerated and will be cause for disciplinary action up to and including termination.

We recognize that there are times when absences and tardiness cannot be avoided. This is why we have a system that allows you to accumulate some unscheduled time off and tardies before any disciplinary action will be taken. We encourage you to schedule personal business in advance whenever possible to keep unscheduled absences to a minimum.

Regardless of the reason for your absence, you are expected to properly notify your supervisor prior to the start of your shift. You must call in every day that you are absent unless you are on an approved leave of absence. An employee who fails to call in for two (2) consecutive shifts, shall be deemed to have resigned their position and their employment shall be terminated effective the third day of a no call/no show. The termination may be reversed within 15 calendar days, if the employee provides proof to the District's satisfaction that the absence and failure to notify the employee's supervisor of his/her inability to report to work were, compelling or justifiable.

Each employee's absenteeism and tardiness is monitored by their supervisor or manager.



For full details, see detailed Attendance Policy: [Attendance Policy](#)

7.2 Time Records

7.2.1 The District requires all non-exempt employees to record daily hours using the District's timekeeping system(s). Timekeeping systems serve as: 1) legal authority of employee payroll, 2) verification of time off. Employees are required to clock out when leaving District property during the meal period or for any personal reason.

7.2.2 Missed punches must be reported to employee supervisor via the timekeeping system, so the correct time can be recorded. All attendance records must be approved by the supervisor. Employees shall only clock in/out for themselves – doing so for other employees

constitutes falsification of timecard and may lead to discipline, up to and including termination.

7.2.3 Exempt employees are exempt from overtime pay and do not report the number of hours worked each day. However, time recording is required for reporting time off from work including vacation time and any other non-work time, at the end of each workweek. Exempt employees are required to use paid time off for absences of four (4) or more hours for personal reasons.

7.2.4 Certain deductions apply and pay can be reduced for the following reasons:

- a) Hours off work for personal reasons, if employee has exhausted all Vacation, Comp Time, Holiday or Management Leave hours.
- b) Hours off work for sickness or disability, if employee has exhausted all Paid Sick Leave hours.
- c) To offset disability or workers' compensation payments received.
- d) For any other reason permitted by law, such as health insurance premiums (if enrolled), union dues, deferred compensation plan contributions, CalPERS retirement plan contributions, state, federal or local taxes, wage garnishments.



See Related Policy: [Attendance Policy](#)

7.3 Overtime

7.3.1 Definitions

- a) **Non-Exempt:** Non-exempt employees are paid by the hour and are eligible for overtime pay. Members of the OE3 bargaining units, Confidential, Interns and Temporary Associates are non-exempt employees.
- b) **Exempt:** Exempt positions include work duties that are exempt from overtime pay. Employees in exempt positions are paid for their overall responsibilities versus the number of hours worked. Managers and Directors are exempt-level employees and not eligible for overtime pay.
- c) **Workday:** A workday is 8 hours, including one half-hour meal break.
- d) **Workweek:** A workweek begins at 12:01 a.m. on Sunday night and ends a midnight on Saturday night.
- e) **Overtime:** All hours worked and scheduled time off (as defined below) in excess of 40 hours per workweek is to be classified as overtime.
- f) **Compensatory Time (Comp Time):** Comp Time is a bank of hours accrued in lieu of cash payment for overtime hours, which can be used for paid time off.

- g) **Scheduled Time Off:** Time off that was requested and approved 24 hours in advance of the time off.
- h) **Unscheduled Time Off:** All time off from work within a scheduled work shift that was not approved 24 hours in advance and/or, the reason for the request does not provide the supervisor with the reasonable option of denying the request or scheduling time off on another day[s].

7.3.2 All overtime must be authorized in advance by the employee's manager or designee. Overtime pay is designed to deal with unusual situations and sudden demands on staff time. It is not designed to be a routine way of dealing with your regular workload. If you are regularly unable to finish your work in the time allotted, you should discuss the situation with your immediate supervisor or manager.

7.3.3 Overtime is computed on the basis of total hours worked and Scheduled Time Off (as defined above) in a workweek. Unscheduled Time Off and Comp Time (as defined above), do not count towards hours worked in a workweek and does not count towards overtime pay.

7.3.4 Approved overtime will be paid in accordance with Federal laws, which currently provide for the following:

- a) 1 ½ times regular rate:
 - i. For hours worked over 40 hours in a workweek.
 - ii. For the first eight hours of work on the seventh consecutive day in a workweek.
- b) 2 times regular rate:
 - i. For hours worked over 12 hours in a day;
 - ii. For hours worked over 8 hours on the seventh consecutive day in a workweek.
- c) To the extent possible, employees will be given advance notice of at least 72 hours of need to work overtime. Employees are expected to request time off in advance to minimize late changes.

7.3.5 Whenever possible, employees will be scheduled Comp Time off during the same work week that overtime is earned. .

7.3.6 To accrue Comp Time, an employee must request to convert overtime hours by making the request on the online timesheet and have supervisor approval prior to payroll processing for the previous workweek. Comp Time may be accumulated to a maximum of 140 hours per calendar year. Comp Time is paid at the employee's regular rate of pay. .

- a. Comp Time Off may be requested in the same manner as vacation hours. Comp Time may also be cashed out, used to make a contribution to employee's 457(b) deferred compensation account for amount equal to value or hours at time of contribution, or may be converted to vacation hours up to the maximum vacation accrual allowed.

- b. Employees separating from District service shall receive payment for all accrued, unused Comp Time hours at their current rate of pay.



See Related Policy: [Attendance Policy](#)

7.4 Paydays

Effective September 16, 2019, the District pays employees on a bi-weekly basis (26 pay periods per year). Payday is every other Thursday.



Module 5 Liner Installation

8. Benefits

8.1 Benefits Program

This handbook includes a brief summary of the District benefits and is included for general informational purposes only. More detailed information on certain group insurance is set forth in the MOUs, official plan summaries and other documents that govern the plans. Accordingly, if there is any real or apparent conflict between the brief summaries contained in this Handbook and the MOUs or terms, conditions or limitations of the official plan documents, the provisions of the MOUs and official plan documents will govern. The District reserves the right to modify or change, at its sole discretion, any benefit not specifically covered in an MOU, at any time. You will be provided advance notice of any substantive changes. The current benefits program includes:

- a) Health Insurance Plan (Medical/Dental/Vision/Prescription)
- b) Retirement Plan – CalPERS
- c) Vacation
- d) Paid Holidays
- e) Paid Sick Leave
- f) 457(b) Deferred Compensation Plan
- g) Life Insurance (1 X annual compensation)
- h) Short Term and Long-Term Disability Insurance

8.2 Eligibility

- 8.2.1 Regular, Full-time employees, who regularly work thirty (30) or more hours per week, are eligible for District benefits. Certain benefits are pro-rated for part-time employees.
- 8.2.2 Interns and Regular, Part-time employees who work less than thirty (30) hours per week are not eligible for any District sponsored benefits, with the exception of 3 days or paid sick leave per calendar year in accordance with the Affordable Care Act.
- 8.2.3 Temporary Associates employed by a staffing agency and assigned to perform work at the District are not eligible for any District sponsored benefits.

8.3 Health Insurance Plan

The District's current Health Insurance Plan includes medical, dental, vision and prescription insurance. The full description of the benefits are set forth in the official plan summaries and other documents that govern the plans, which are provided to the new employee during onboarding. Additional copies may be obtained from Human Resources.

8.3.1 An employee is eligible for health insurance for himself/herself and his/her dependents, based on the following schedule, subject to timely completion of enrollment application and submission of supporting documentation.

Hire Date is 1st to 15th of the month: First of the month following hire date.

Hire Date is 16th to 31st of the month: First of second month following hire date.

8.3.2 Spouses or domestic partners who are both employed by the District, and eligible for health care benefits, may only be enrolled in one health insurance plan, with one spouse or domestic partner as the primary subscriber and the other as a dependent in primary subscriber's plan.

8.3.3 The health benefits are offered as a package and employees who elect to enroll, will enroll in all four benefits.

8.3.4 Insurance premiums for the Health Insurance Plan are paid in accordance with the employee's respective MOU, employment contract or offer of employment.

8.4 Continuation of Health Coverage - COBRA Benefits

Employees who are covered by the District's group health insurance plan may have a right to continue their coverage for 18 months at upon termination of employment. COBRA premiums are paid by the employee. Eligible employees will receive more detailed notices concerning their COBRA rights when they join the Plan, and again when they become eligible for COBRA benefits.

8.5 Retirement

This handbook includes a summary of the District retirement benefits and is included for general informational purposes only. More detailed information on retirement benefits is set forth in the MOUs, employment contract or offer of employment. Accordingly, if there is any real or apparent conflict between the brief summaries contained in this Handbook and the MOUs or employment contract, the provisions of the MOUs and employment contract will govern.

The California Public Employees Retirement System (CalPERS) administers retirement benefits for District employees. CalPERS classifies each member agency by category. The District's member category is Local Miscellaneous.

CalPERS is a defined benefit plan funded by employee contributions, employer contributions, and earnings made on CalPERS investments. District employees contribute a percentage of their salary, which accrues interest under their individual CalPERS account.

CalPERS retirement benefits are calculated using a "defined formula," rather than contributions and earnings to a savings plan. District retirement benefits are calculated using a member's years of service credit, age at retirement, and final compensation. The District has three benefit levels with

varying formulas, based on the date the employee became a CalPERS member. For most District employees, they became CalPERS members when they joined the District:

1. First Level – Classic Member: 2% @ 55.
(This applies to employees hired between July 1, 1972 and May 31, 2012.)
2. Second Level – Classic Member: 2% @ 60
(This applies to employees hired between June 1, 2012 and December 31, 2012.)
3. PEPRA New members: 2% @ 62
(This applies to employees who were hired after January 1, 2013.)

A full description of your CalPERS retirement plan is provided upon hire. Additional information may be found here: [Local Miscellaneous Benefits](#)

8.6 Vacation Accrual and Scheduling

- 8.6.1 Employees shall accrue vacation hours in accordance with the employee's respective MOU, employment contract or offer of employment.
- 8.6.2 Vacation hours accrue each pay period at prorated rate, based on employee's annual accrual, if employee is in a paid status.
- 8.6.3 Employees in an unpaid status, do not accrue vacation hours.
- 8.6.4 Scheduling: Vacation requests of one-week or longer will be approved as business needs allow, on a first come, first served basis and based on the following schedule:
 - a) From March 1 through March 15, employees may submit requests for vacation for the six-month period of May 1 through October 31.
 - b) From September 1 through September 15, employees may submit requests for vacation for the six-month period of November 1 through April 30.
 - c) After said "windows" are closed, vacation requests will be granted based on seniority within classifications as business needs allow. However, once a vacation request has been approved, seniority shall not be apply.
 - d) Supervisors will endeavor to approve requests within 48 hours after submission.
- 8.6.5 Maximum Accrual
 - a) Employees may accrue a maximum of vacation hours that is equal to two (2) times their annual accrual.
 - b) The employee will stop accruing vacation once they have reached the maximum allowable accrual. Accruals will resume when the accrued vacation balance drops below the maximum allowable accrual.
 - c) At separation of employment, accrued vacation hours shall be paid out at employee's final rate of pay.

- d) Employees may cash out up to 50% of accrued vacation hours at any time.

8.7 Holidays

The District recognizes the following holidays:

New Year's Day	Martin Luther King's Birthday	President's Day
Cesar Chavez Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving	Christmas Day

In addition, after six months of service, regular full-time and part-time employees receive two (2) floating holidays, which accrue on July 1st and December 15th. Floating holidays may be used in the same manner as vacation.

To be eligible for holiday pay, the employee must have worked or be in a paid leave status during the pay period in which the holiday falls. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be a paid holiday.

8.8 Paid Sick Leave

Paid sick leave is available for employees to care for their health and the health of their family members. All regular, full-time and part-time employees are eligible for 12 days of paid sick leave year per calendar year.

Leave under this policy may be used in connection with the diagnosis, care or treatment of an existing health condition for, or the preventive care of, an employee or an employee's immediate family member. "Family member" for purposes of this policy includes spouses, registered domestic partners, children, parents (including step-parents and parents-in-law), grandparents and siblings. Leave under this policy may also be used for employees who are the victims of domestic violence, sexual assault or stalking.

Employees requesting time off under this policy should provide as much advanced notice to their supervisor or manager as practicable. Employees who take more than three days of leave will be required to provide appropriate documentation to human resources in support of the leave taken.

Leave under this policy may run concurrently with leave taken under other applicable policies as well as under state or federal law, including leave taken pursuant to the California Family Rights Act (CFRA) or the Family and Medical Leave Act (FMLA).



See detailed Paid Sick Leave Policy: [Paid Sick Leave Policy](#)

8.9 Deferred Compensation

The 457 Deferred Compensation Plan is supplemental retirement savings, tax-deferred program

offered by the District. This voluntary plan allows employees to save for retirement now and pay taxes later by making contributions on a pre-tax basis. Income taxes are deferred until your assets are withdrawn, usually during retirement when you may be in a lower tax bracket. There are strict Internal Revenue Code limits on the amount you may contribute each year and there are "Catch-Up" provisions that may allow you to contribute more than the annual contribution amount as defined by the IRS.

Employees are eligible for an employer match contribution in accordance with the employee's respective MOU, employment contract or as follows:

After 1 year up to 2% Match

After 5 years up to 3% Match

After 10 years up to 4% Match

After 15 years up to 4% Match plus 1% automatic District contribution

After 20 years up to 4% Match plus 2% automatic District contribution

After 25 years up to 4% Match plus 3% automatic District contribution

8.10 Life, STD & LTD Insurance

The District provides Life Insurance with coverage equal to one times the employee's annual compensation. This benefit is provided at no cost to the employee. Additional Life Insurance may be purchased from the carrier the District uses for the basic life insurance plan. The premiums for additional coverage is 100% paid by the employee. Short-Term Disability (STD) and Long-Term Disability (LTD) insurance is also provided by the District at no cost to the employee. Please see the Human Resources for more information.



9. Other Benefits

9.1 Bereavement Leave

Regular, full-time and part-time employees are eligible for up to three (3) paid bereavement days per event, in the event of death of an immediate family member. Employees may also use up to 12 days of paid sick leave following the death of an immediate family member. "Immediate family" includes the employee's spouse, child, parent, grandparents, brother, sister, or spouse's parents. It can also include other close persons (subject to the approval of Department Director or General Manager), including a domestic partner, if that person is residing in employee's household.

9.2 Employee Assistance Program

As a District employee, you and your eligible dependents have access to an Employee Assistance Program (EAP). This program is provided as part of the District's commitment to promoting employee health and wellbeing. It is offered at no charge to the employee and provides a valuable resource for support and information during difficult times, as well as consultation on day-to-day concerns. EAP is an assessment, short-term counseling, and referral service designed to provide you and your family with assistance in managing everyday concerns.

If you need help, call toll-free, 24 hours a day, seven days a week: 1 (800) 834-3773

Customer service representatives are available 24 hours a day, 7 days a week, to confidentially discuss your concerns and ensure that you receive the assistance you need.

Confidentiality is the hallmark of the program and is essential to the success of EAP. No one besides the person accessing EAP knows they've used the services. No reports are made except aggregate utilization reports that do not identify individuals. The legal exceptions are the same as those that guide all clinicians: if a member expresses intent to commit child or elder abuse; or expresses plausible suicidal or homicidal intent; or a court order.

9.3 Workers' Compensation

9.3.1 If you suffer a work-related injury or illness, you may be eligible for benefits through the Workers' Compensation program. Injuries sustained at work must be immediately reported to your supervisor. All injuries, even if no medical treatment is required, should be reported immediately. The District must be informed of any work-related injuries to comply with federal and state injury record-keeping requirements. If treatment is required by a physician, you must complete necessary forms prior to your doctor visit, except in an emergency. The District will direct you to a pre-approved physician for treatment, unless you have previously,

prior to your injury, given written notice to the District of your desire to be treated by a particular physician or health care provider.

- 9.3.2 If a work-related injury causes you to be “out-of-work”, you will be permitted to return to work only upon presenting a medical release signed by your physician or health care provider. This will help us ensure your safe return to work. You must immediately notify Human Resources of any changes in your return-to-work status and any work restrictions.
- 9.3.3 Any compensation owed to you during time off will be paid by the Workers’ Compensation insurance carrier. In most cases, there will be a 3-day waiting period prior to Workers’ Compensation benefits taking effect. This waiting period, and time off due to a work-related injury, is unpaid time off from the District, however, you may use accrued paid sick time. Once your workers’ comp benefits take effect, you may also use paid time off to make up the difference between your benefit amount and your regular weekly pay. You must notify the Payroll Department if you elect to use paid time off in this way.
- 9.3.4 Workers’ compensation disability leave runs concurrent with the federal and state medical leave laws (Family Medical Leave Act and California Family Rights Act). The District will continue to pay the employer portion of the health insurance premium for a maximum of 12 weeks during which you are on disability leave for a work-related injury. During this same period, you must pay your portion of the monthly insurance premiums to continue participation in the District benefits plans. If your disability leave is approved and extended beyond twelve (12) weeks, you will be responsible for the full monthly premium and you may elect to continue group health insurance coverage by making monthly payments to the District for your health plan. You will not accrue vacation, sick leave, holiday pay, and other benefits during your leave of absence. However, you will not lose seniority accrued prior to your leave.
- 9.3.5 The District will not tolerate Workers’ Compensation fraud. Workers’ Compensation fraud is a felony; and any employee found guilty of such conduct may be subject to fines, imprisonment, and termination. Any information about Workers’ Compensation fraud should be reported in confidence to the Human Resources Manager.

9.4 Jury and Trial Witness Duty

Regular, full-time employees who are summoned to serve for jury duty or receives a court subpoena to serve as a trial witness in court cases related to District business, during a normal workday, will be excused for the time required to attend court, and will eligible for regular base pay for the time served. To be eligible for regular pay, a copy of the summons or subpoena must be provided to the employee’s supervisor and Payroll Department in advance. Additionally, upon conclusion of jury or witness service, a certification of attendance from the court indicating the days and times served must be submitted to the Payroll Department. If jury or court appearance is completed within four

(4) four hours, the employee is expected to report to work to complete an 8-hour work shift, including the jury duty time. Employee may retain any compensation received from the court.

9.5 Time Off to Vote

State law grants time off for employees who don't have time to vote during non-work hours. Since polls usually open at 7 AM and close at 8 PM, District employees have enough time to vote outside of work hours.

- The law allows employees who don't have enough time to vote during non-work hours up to two hours of paid time off to go vote.
- If you're eligible for this time off, it will be granted at the beginning or end of your regular shift.
- If you think you'll need this time off, give your department manager notice at least two business days before Election Day.

9.6 Employee Dumping Privileges

Active employees (currently working and/or on paid leave) and former employees who have retired from the District with at least five years of service can dispose of their own household waste without paying tipping fees. This includes waste brought by contractors who are working on the employee's residence, provided the employee has made prior arrangements with the Scales staff. This privilege can be revoked if the employee abuses the policy by disposing, without fees, waste that is not generated from their own household.

If the load weighs over 100 lbs., the vehicle must be weighed at the scale. If the load is less than 100 lbs., the employee can stop in the right lane and enter the scale house directly without waiting in line to be weighed. In either case, the weighmaster will need to record information about the load including the origin of the waste for official records. The weighmaster may inspect the load.

9.7 Gratuity Policy

The District maintains that every customer is entitled to efficient and courteous service. Since such service is given impartially to all, tips and gratuities should not be expected. In order to provide a high standard of integrity, employees are not permitted to accept gratuities from customers, visitors or vendors. If a tip or gratuity is received anonymously, it shall be turned in to the department supervisor or manager. The department supervisor or manager shall turn in to the Social Committee Chair and added to the Social Committee budget or Community Donation Fund, at the discretion of the General Manager or her or his designee.

10. Reasonable Accommodation and Leave Policies

10.1 Reasonable Accommodation Policy

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

10.1.1 Procedure for Obtaining Reasonable Accommodation

- a) An employee who desires a reasonable accommodation in order to perform essential job functions should submit a doctor's medical certification to a Human Resources representative. The request must identify a) the physical limitations/restrictions and 2) the dates or expected duration of the physical limitations.
- b) Following receipt of the request, the Human Representative will review the physical limitation(s) with the employee's supervisor or manager to determine if an accommodation can be made. At the District's discretion, Human Resources will arrange a meeting with the employee to understand the work restrictions/limitations and to fully consider all potential reasonable accommodations and may require additional information to support the existence of a disability.

10.1.2 Fitness for Duty Examinations

The District may require an employee to submit to a fitness for duty examination to determine if the employee is able to perform the essential functions of his or her job when there is significant evidence that: 1) the employee is unable to perform or is having difficulty performing one or more essential functions of his or her job; or 2) there is good cause to question the employee's ability to complete work duties safely or efficiently.

10.1.3 Role of Health Care Provider

A District-selected health care provider will examine the employee at District expense. The District will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the employee's job. The health care provider will examine the employee and provide the District with non-confidential information regarding whether: 1) the employee is fit to perform essential job functions; 2) there are any reasonable accommodations that would enable the employee to perform essential job functions; and 3) the employee's continued employment poses a threat to the health and safety of him or herself or others. Should the health care provider exceed the scope of the District's request and provide confidential health information, the District will

return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the District has requested.

10.1.4 Medical Information

During the course of a fitness for duty examination, the District will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

10.1.5 Interactive Process Discussion

After receipt of both the health care provider's fitness for duty report, a Human Resources Manager will arrange for a discussion or discussions with the employee and their manager. The purpose of the discussions will be to fully confer about all feasible reasonable accommodations. During the discussions, the Human Resources Manager will also discuss, if relevant, alternate available jobs for which the employee is qualified, or whether the employee qualifies for disability retirement or family and medical leave.

10.1.6 Determination

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

10.2 Family and Medical Leave Policy (FMLA/CFRA)

To the extent not already provided for under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Family Rights Act ("CFRA"). Unless otherwise provided by this policy, "leave" under this policy shall mean leave pursuant to the FMLA and CFRA.

10.2.1 Definitions

- a) "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- b) "Single 12-month period" means a 12-month period that begins on the first day the eligible employee takes FMLA leave to take care of a covered service member and ends 12 months after that date.

- c) “Child” means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child. A child is “incapable of self-care” if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living — such as- caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.
- d) “Parent” means the biological, adoptive, step or foster parent of an employee, or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- e) “Spouse” means a husband or wife as defined or recognized under California State law for purposes of marriage.
- f) “Domestic Partner,” as defined by Family Code §§ 297 and 299.2, shall have the same meaning as “Spouse” for purposes of CFRA Leave.
- g) “Serious health condition” means an illness, injury impairment, or physical or mental condition that involves:
 - i. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or
 - ii. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - 1. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three full consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition.
 - 2. Any period of incapacity due to pregnancy or for prenatal care. This entitles the employee to FMLA leave, but not CFRA leave. (Under California law, an employee disabled by pregnancy is entitled to Pregnancy Disability Leave.)
 - 3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - a. Requires periodic visits (defined as at least twice a year) for treatment by a health care provider or by a nurse;
 - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and

- c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
 - 4. A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
 - 5. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- h) "Health Care Provider" means:
 - i. A medical doctor or osteopathy who is authorized to practice medicine or surgery by the State of California;
 - ii. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;
 - iii. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
 - iv. Nurse practitioners and nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
 - v. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
 - vi. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
- i) "Covered active duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country, or (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of member of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.
- j) "Covered Service-member" means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment,

recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

- k) "Outpatient Status" means, with respect to a covered Service-member, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- l) "Next of Kin of a Covered Service-member" means the nearest blood relative other than the covered Service-member's spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered Service-member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered Service-member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.
- m) "Serious Injury or Illness": (1) in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

10.2.2 Reasons for Leave

Leave is only permitted for the following reasons:

- a) The birth of a child or to care for a newborn of an employee;
- b) The placement of a child with an employee in connection with the adoption or foster care of a child;
- c) Leave to care for a child, parent, spouse, or domestic partner who has a serious health

condition;

- d) Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position;
- e) Leave for a “qualifying exigency” may be taken arising out of the fact that an employee’s spouse, son, daughter, or parent is on covered active duty or call to active duty status (under the FMLA only, not the CFRA); or
- f) Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered Service-member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (this leave can run up to 26 weeks of unpaid leave during a single 12-month period) (under the FMLA only, not the CFRA).

Employees who misuse or abuse FMLA leave may be disciplined up to and including termination.

10.2.3 Employees Eligible for Leave

An employee is eligible for leave if the employee:

- a) Has been employed for at least 12 months; and
- b) Has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

10.2.4 Amount of Leave

Eligible employees are entitled to a total of 12 workweeks (or 26 weeks to care for a covered service member) of leave during any rolling 12-month period. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

10.2.5 Minimum Duration of Leave

- a) If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two week.
- b) If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

10.2.6 Parents Both Employed by the District

- a) In any case in which both parents are employed by the District and are entitled to leave,

the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave). Similarly, where married spouses both work for the District, they may be limited to a total of 12 weeks of FMLA leave for bonding leave.

- b) In any case in which a husband and wife both employed by the District are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12-month period if leave is taken to care for a covered service member.
- c) Except as noted above, this limitation does not apply to any other type of leave under this policy.

10.2.7 Employee Benefits While on Leave

- a) Leave under this policy is unpaid. While on family and medical care leave, employees will continue to be covered by the District group health insurance to the same extent that coverage is provided while the employee is on the job for up to 12 weeks each rolling 12-month period. If the employee is disabled by pregnancy, coverage will continue to be covered for up to 4 months each leave year. In the event an employee is disabled by pregnancy and also uses leave under the California Family Rights Act, the District will maintain the employee's health benefits while the employee is disabled by pregnancy (up to four months or 17 weeks) and during the employee's CFRA leave (up to 12 weeks).
- b) If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The District shall have the right to recover premiums through deduction from any sums due (e.g. unpaid wages, vacation pay, etc.).

10.2.8 Use Paid Accrued Leaves Concurrently with Family Medical Leave

While on leave under this policy, as set forth herein, employees are required to use their accrued leaves concurrently with FMLA/CFRA leave. The District has the right to require an employee to exhaust accrued paid time off (Vacation, Comp, Management Leave) concurrently with FMLA and/or CFRA leave. As for sick leave, an employee is entitled to use Paid Sick Leave concurrently with leave under this policy if:

- a) The leave is for the employee's own serious health condition; or
- b) The leave is needed to care for a parent, spouse, child, or domestic partner with a serious health condition, and would be permitted as sick leave under the District's Paid Sick Leave Policy.

10.2.9 Medical Certification

- a) Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition, must provide written certification from the health care provider of the individual requiring care.
- b) If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.
- c) Employees who request leave to care for a covered service member who is a child, spouse, parent, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured service member's serious injury or illness.
- d) The first time an employee requests leave because of a qualifying exigency, an employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service. A copy of new active duty orders or similar documentation shall be provided to the employer if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member.

10.2.10 Time to Provide a Certification

When an employee's leave is foreseeable, a medical certification must be submitted to Human Resources before the leave begins. When this is not possible, the employee must provide the requested certification to Human Resources within 15 calendar days prior to leave, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

10.2.11 Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this policy, the District may delay approval of FMLA/CFRA leave until the required certification is provided.

10.2.12 Second and Third Medical Opinions

If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen and paid for by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee, but paid for by the District. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a second or third medical opinion sought.

10.2.13 Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

10.2.14 Employee Notice of Leave

The District recognizes that emergencies arise which may require employees to request immediate leave, however, employees are required to give as much notice as possible. Except for qualifying exigency leave, if leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. If the District determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the District may delay approval of the leave until it can, in its discretion, adequately cover the position with a substitute.

For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

10.2.15 Right to Reinstatement

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original

agreement of the employee and MRWMD, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

10.2.16 Employee's Obligation to Periodically Report on Their Condition

Employees are required to periodically report on their status and intent to return to work. Employee will be made aware of specific reporting requirements upon leave approval. This will avoid any delays to reinstatement when the employee is ready to return.

10.2.17 Fitness-for-Duty Certification

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee must present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification may result in denial of reinstatement.

10.2.18 Reinstatement of "Key Employees"

The District may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the District if such denial is necessary to prevent substantial and grievous economic injury to the operations of the District, and the employee is notified of the District's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.

10.3 Pregnancy Disability Leave Policy

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid pregnancy disability leave for up to 4 months.

10.3.1 Notice & Certification Requirements

- a) Requests for pregnancy disability leave must be submitted in writing to Human Resources and must be approved before the leave begins. The request must be supported by a written certification from the attending physician stating that the employee is disabled from working by pregnancy, childbirth or a related medical condition. The certification must state the expected duration of the disability and the expected date of return to work.
- b) All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted prior to being taken. Requests for an extension of leave must be submitted in writing prior to the agreed date of return and must be supported by a written

certification of the attending physician that the employee continues to be disabled by pregnancy, childbirth, or a related medical condition.

10.3.2 Compensation During Leave

Pregnancy disability leaves are without pay. However, the employee may first use accrued sick leave, vacation leave, and then any other accrued paid time off during the leave.

10.3.3 Benefits During Leave

The District will continue to maintain and pay for health insurance coverage for up to four months while the employee is out on pregnancy disability leave. The employee is responsible for their portion of the health insurance premium while on disability leave. If the employee does not return to work following pregnancy disability leave, the District may recover premiums it paid to maintain health insurance coverage during the leave unless:

- a) The employee is taking leave under the California Family Rights Act and the employee chooses not to return to work following the CFRA leave;
- b) The employee's inability to return to work is due to the continuation, recurrence, or onset of a health condition that entitles the employee to pregnancy disability leave, unless the employee chooses not to return to work following the leave;
- c) The employee has non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave; or
- d) There are other circumstance beyond the control of the employee, including, but not limited to, circumstances where the employer is responsible for the employee's failure to return to work (e.g. the employer does not return the employee to her same position or reinstate the employee to a comparable position), or circumstances where the employee must care for a family member (e.g., the employee gives birth to a child with a serious health condition).

10.3.4 Paid Leave Accrual

Paid leaves do not accrue while an employee is on unpaid status for pregnancy disability leave or any other type of leave.

10.3.5 Reinstatement

- a) Upon the expiration of pregnancy leave and the District's receipt of a written statement from the health care provider that the employee is fit to return to duty, the employee will be reinstated to her original or an equivalent position, so long as it was not eliminated for a legitimate business reason during the leave.

- b) If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, promotional opportunities as the employee's original position.
- c) If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.
- d) An employee who fails to return to work after the termination of her leave loses her reinstatement rights.

10.4 Bone Marrow and Organ Donation Leave

- 10.3.1 The District will provide employees who are donating an organ thirty (30) days of leave per year, and up to five (5) days of leave per year for a bone marrow donation. Leave may be taken in one or more periods.
- 10.3.2 Written verification to the District that the employee is an organ or bone marrow donor and that there is a medical necessity for the organ or bone marrow donation is required. The leave will not be considered a break in continuous service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave or seniority. Further, leave taken does not run concurrently with leave under the Family Medical Leave Act or California Family Rights Act.
- 10.3.3 The District requires that an employee first take up to five (5) days of accrued sick or vacation leave for bone marrow donations and up to two (2) weeks of earned and unused sick or vacation leave for organ donations. If employee does not have accrued sick or vacation leave, all time off taken will be unpaid.
- 10.3.4 Employees returning from leave will be reinstated to the same or equivalent position held by the employee when their leave began.

10.5 Domestic Violence and Sexual Assault Leave

- 10.4.1 Employees who are victims of domestic violence or sexual assault are eligible for unpaid leave. Leave may be requested if an employee is involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure the health, safety or welfare of the employee or the employee's child(ren).
- 10.4.2 Notice and certification of the need to take leave under this policy must be provided to the Human Resources Manager. Certification may be any of the following:
- a) A police report indicating that the employee was a victim of domestic violence, or documentation from legal counsel or attorney.

- b) A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court of prosecuting attorney that the employee appeared in court.
- c) Documentation from a medical professional, domestic violence services advocate, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

10.4.3 The District will, to the maximum extent possible and as required by law, maintain the confidentiality of an employee requesting leave under this provision.

10.6 Victim Judicial Proceedings

10.5.1 An employee, who is required by law to appear in court because they have been a victim of a crime, may take unpaid time off for such purpose, provided they give the District reasonable advance notice.

10.5.2 In addition, an employee who is a victim of a felony crime or is an immediate family member of a victim (defined as a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather), a registered domestic partner of a victim, or the child of a registered domestic partner of a victim may also take time off to attend judicial proceedings related to the crime.

10.5.3 Prior to any absence, the employee shall provide the District with a copy of the notice of the scheduled judicial proceeding that is provided to the victim by the District responsible for providing notice, unless advance notice is not feasible.

10.5.4 When an employee cannot provide advance notice of such an absence, the employee shall, within a reasonable time after the absence, provide the District with documentation evidencing the judicial proceeding. If the employee has available vacation, it may be used for this purpose.

10.7 Time Off for School Children

10.6.1 Parents, guardians or grandparents having custody of school children from kindergarten through Grade 12 or who attend licensed child day care facilities may take time off to participate in school or day care activities, such as enrolling children in school or child care, teacher conferences, award ceremonies or school plays. The District may require proof that the employee participated in the school activities.

10.6.2 Eligible employees can also use time off to address a “child care provider or school emergency.”

10.6.3 The time off is limited to 40 hours per year and eight (8) hours in a calendar month, except in the event of a qualified emergency. Employees may use accrued vacation or take unpaid time off for this purpose.

10.6.4 Employees must give reasonable notice to their supervisor or manager before taking any time off for school children.

10.8 School Suspension Leave

If you are the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, you should notify your manager or supervisor as soon as possible before leaving work. No discriminatory action will be taken against you for taking time off for this purpose.

10.9 Personal Leave of Absence

The District has the discretion to approve a personal leave of absence that an employee is not otherwise entitled to.

10.8.1 Personal leaves of absence are without pay and are generally authorized by the Department Director, if business needs allow for a specified period of time, and under circumstances of hardship.

10.8.2 All accrued vacation, compensation time or holiday time must be used before commencing an unpaid personal leave of absence.

10.8.3 Paid Sick Leave and Vacation hours shall not accrue while an employee is in an unpaid status.

10.8.4 Employees are required to periodically check-in with Human Resources on their status and intent to return to work. Employees will be informed of the check-in frequency required for their situation, at the time of leave approval.

10.8.5 Upon return from an approved personal leave of absence, the employee shall be reinstated to their original or an equivalent position. Failure to return to work upon expiration of a personal leave of absence shall result in separation of employment.

10.8.6 Rate step advancements shall be delayed for a period equal to the duration of the unpaid personal leave of absence.

10.10 Unauthorized Leave of Absence

Employee who is absent from work without an approved leave of absence, or authorized vacation for more than two (2) consecutive shifts, shall be deemed to have abandoned his/her position and to have resigned from employment with the District. The separation may be reversed if, within fifteen

(15) calendar days from the last day worked or the last day of an approved leave or vacation, if the employee proves to the satisfaction of the Department Director that the absence and failure to notify on a continuing basis were compelling or justifiable.



Jose Reynoso, Sorter II

11. Discipline and Grievance Policies

11.1 Corrective Action

We strive to create a positive and respectful workplace. Employees also bear responsibility for creating this kind of a working environment. During the course of employment, there may be times when an employee's performance, behavior or actions do not meet the District's standards. In that type of a situation, the District will take the level of corrective action it believes will solve the problem. Corrective action may include coaching or formal disciplinary action.

11.1.1 While the District will engage in some form of progressive discipline, it reserves the right to determine the appropriate level of discipline, based on the severity and/or frequency of the offense(s). Examples of the conduct that is unacceptable and may result in disciplinary action:

- a) Unsatisfactory work performance,
- b) Dishonesty, including but not limited to, deception, lying, unauthorized disclosure of confidential records or information, falsification of timecards or District records, abuse or misuse of District property or resources, theft, fraud,
- c) Misconduct, including but not limited to, abusive conduct towards other District employees or customers, bullying, sexual or any unlawful harassment or discrimination.
- d) Insubordination,
- e) Failure to observe Health and Safety Rules, Standard Operating Procedures, and violation of District policies.

11.1.2 This is not an exhaustive list. Whether or not a particular behavior, attitude or activity is identified in this policy, or in this Employee Handbook, the District has the right to correct it as it deems appropriate, including termination of employment.

11.2 Administrative Leave of Absence

Management staff may place an employee on paid administrative leave from his/her position at any time for behavior that adversely affects the safety and well-being of other employees or visitors. An employee may also be placed on administrative leave for refusing to carry out reasonable instructions given by a manager or supervisor. If a member of management is not available, on site or by telephone, a supervisor may place an employee under their supervision on administrative leave for such behavior(s). An investigation to determine if disciplinary action is warranted will follow.

11.3 Types of Disciplinary Actions

- a) **Verbal Warning:** A Verbal Warning is documented by the supervisor or manager and maintained in the Supervisor's File.
- b) **Written Warning:** A Written Warning shall be presented in person if possible and placed in the employee's personnel file. A Written Warning may not be used as the basis for escalating to a higher step of disciplinary action for the same or similar infraction after three (3) years from the date of the Written Warning.
- c) **Disciplinary Probation:** An employee placed on disciplinary probation shall accrue vacation and paid sick leave. However, the employee shall not accrue earned time for step advancement or promotion while on such probation. Disciplinary probation shall be three (3) months to six (6) months, at the sole discretion of Management. Persons placed on disciplinary probation may be terminated for failure to meet job requirements, including conduct that might normally be grounds for a different disciplinary action.
- d) **Reduction in Pay:** An employee's pay may be reduced by one or more steps, as a result of a disciplinary action. The employee shall be given a Notice of Disciplinary Action, which shall include notification of all conditions which must be met in order to receive his or her normal salary.
- e) **Demotion:** Such action shall be pursuant to conditions specified in a Notice of Disciplinary Action. Factors leading to demotion shall include:
 - i. An employee fails to meet performance standards,
 - ii. For any other reasonable grounds as disclosed in the Notice of Intent to Take Disciplinary.
 - iii. Employees may only be demoted to classifications for which minimum qualifications are met.
- f) **Suspension:** Notice of Disciplinary Action shall be given the employee. The maximum period of suspension shall be twenty (20) working days, at the sole discretion of the District.
- g) **Discharge or Dismissal:** Notice of Disciplinary Action shall be given the employee. An employee who has been discharged from District service shall be paid accrued vacation and earned compensating time.

11.4 Notice of Intent to Take Disciplinary Action

Notice of the proposed disciplinary action shall be provided to the employee in person, whenever possible and union representative, if appropriate and placed in the employee's personnel file. Such Notice of Intent to Take Disciplinary Action shall include:

- a) A statement of the nature of the disciplinary action.

- b) A statement of the charges upon which the disciplinary action is proposed, and copies of the material on which it is based.
- c) A statement advising the employee of his or her Skelly rights to respond to the charges either orally in a pre-disciplinary (Skelly) hearing, or in writing; such response must be made within 14 calendar days after receipt of the Notice of Intent to Take Disciplinary Action.

11.5 Pre-Disciplinary (Skelly) Hearing

Regular employees, not in a probationary period, have a right to request a pre-disciplinary hearing, also known as a Skelly Hearing and to respond to a proposed termination, demotion, reduction in pay, or suspension. If the employee chooses to exercise his/her Skelly rights, said hearing shall occur within fourteen (14) calendar days of a response to the Notice of Intent to Take Disciplinary Action, and shall be heard by the Director of Finance & Administration or his/her designee who will act as Skelly Officer. The employee and the District have the right to be represented by counsel at any such hearing. Exercise of Skelly rights shall not preclude the employee from exercising his or her right of appeal. If the employee does not respond or upon conclusion of the Pre-disciplinary hearing, the Skelly Officer shall, within 14 calendar days, by written notice to the employee and union representative, if appropriate, affirm, reduce, or abandon the proposed disciplinary action. If the decision is to abandon all action, the notice of intended disciplinary action shall be removed from all personnel files.

11.6 Notice of Disciplinary Action:

If the Skelly Officer determines that an employee shall be demoted, suspended, discharged, or have a reduction in pay, the Skelly Officer shall issue a Notice of Disciplinary Action which shall contain the effective date of the action, full and complete written reasons for such disciplinary action, and any supporting documents or evidence, that were not produced with the Notice of Intent to Take Disciplinary Action. If the Union represented the employee in the matter, or if the employee specifically directs, the Union shall be provided a copy of the Notice.

11.7 Appeal of Disciplinary Action to General Manager

The decision by the Skelly Officer to discharge, demote, suspend without pay or reduce an employee's pay, may be appealed in writing to the General Manager within fourteen (14) calendar days of the Notice of Disciplinary Action. In the case of a department director, or if the General Manager is not available for any reason, District Counsel may appoint an impartial Hearing Officer to hear the appeal. Within fourteen (14) calendar days of receipt of an appeal, the General Manager or Hearing Officer shall schedule a hearing. The employee and the District, at their individual expense, may be represented by counsel and may call witnesses. The technical rules of evidence

shall not be applicable to the hearing; however, hearsay alone shall not be sufficient to sustain a finding of fact. The hearing shall be tape recorded unless the employee requests and makes arrangements for a stenographic reporter. If a stenographic reporter is used, the District shall pay one-half of the fee for such reporter. Any transcripts requested shall be paid for by the party requesting the transcript. Within fourteen (14) calendar days of that hearing, the General Manager or Hearing Officer shall deliver a written decision to the employee.

11.8 Appeal of Disciplinary Action to District Board of Directors:

Regular employees, not in a probationary period, who has been discharged, demoted, suspended without pay for more than three (3) days or had a reduction in pay may appeal the Hearing Officer's decision to the Board of Directors, by delivering a written appeal to the General Manager within fourteen (14) calendar days after the employee's receipt of the written decision from the Hearing Officer. Within fourteen (14) calendar days of receipt of an appeal, a hearing shall be scheduled. The hearing shall be conducted by the Board or the Board Chair, in his or her discretion, may appoint a committee of less than a quorum of the Board's members to conduct such a hearing and report, in closed session, its findings and recommendations. An Appeal can be made only upon the following grounds:

- a) That the procedures set forth in the Personnel Policies have not been followed;
- b) That the action was taken solely because of discriminatory practices;
- c) That the action taken was not in accord with the facts;
- d) That the grounds for the action taken are without merit or unfounded.

11.8.1 The following procedures shall apply to the appeal:

- a) The hearing shall be in closed session, unless the appealing employee requests a public hearing, provided, however, if the hearing is to be conducted by a committee of the Board, the hearing shall be in closed session.
- b) The parties may be represented by counsel at their own expense.
- c) Board review shall be based on the record of the proceedings before the General Manager or Hearing Officer, with no new testimony taken, and the final determination of the General Manager.
- d) Each party may submit written argument to the Board. The written argument shall not exceed fifteen (15) letter-size pages, typewritten and double-spaced and shall be submitted at least seven (7) calendar days before the hearing for inclusion in Board agenda materials. If such written argument is not received within this time frame it shall be deemed waived.
- e) Each party shall be allotted thirty (30) minutes for presentation of the oral argument to the Board.

- f) The hearing shall be tape-recorded unless the employee requests and makes arrangements for a stenographic reporter. If a stenographic reporter is used, the District shall pay one-half of the fee for such reporter. Any transcripts requested shall be paid for by the party requesting the same.
- g) Not later than seven (7) calendar days after the completion of the hearing, each party may submit a written argument to the Board or the committee that conducted the hearing. The written argument shall not exceed twenty (20) letter-size page, typewritten and double-spaced. If such written argument is not received within this time frame, it shall be deemed waived.
- h) The decision of the Board of Directors shall be issued within (21) calendar days of the hearing, provided, however, if the hearing was conducted by a committee of the Board, the committee shall report to the Board, in closed session, at the first meeting of the Board scheduled after twenty-one (21) calendar days of the hearing, its findings and recommendation and the decision of the Board of Directors shall be made within fourteen (14) calendar days thereafter. The decision of the Board shall be final.
- i) The Board of Directors may affirm, modify or reverse the decision of the General Manager or Hearing Officer.
- j) No action shall be brought in Superior Court to challenge the Board of Directors' decision more than ninety (90) days from date of decision.

11.9 Grievance Procedure

The purpose of the grievance procedure is to promote improved employee-employer relations by establishing a procedure for the prompt resolution of employee complaints as near as possible to the point of origin and at the lowest supervisory level possible.

11.9.1 Employee Rights: Any employee shall have the right to grieve a violation, misinterpretation and misapplication, or improper application of written regulations, resolutions, ordinances, or policies applicable to the employee.

11.9.2 Informal Procedure: Grievances shall be presented to the employee's manager by the employee or union representative within seven (7) calendar days from the date of the occurrence that is the basis for the grievance. The employee's manager shall have seven (7) calendar days to resolve or respond to the grievance.

11.9.3 Formal Procedure: In the event the employee believes the grievance has not been satisfactorily resolved, the employee, individually or through their union representative may submit the grievance in writing to the Department Director or designee, with a copy to the Human Resources Manager, no later than fourteen (14) calendar days after the date of the occurrence that is the basis for the grievance. The grievance must explicitly specify the

nature of the grievance, the date of the occurrence, the policy or the particular section of the rule, resolution or ordinance alleged to have been violated, the date on which the grievance was taken up with the immediate supervisor and the disposition of the grievance by the immediate supervisor and the remedy being requested.

- a) Within fourteen (14) calendar days of receipt of the grievance, the Department Director or designee shall meet with the grievant, investigate the matter and issue a written response to the grievance.
- b) If the grievance involves a claim or dispute against the Department Director, a hearing officer with experience and knowledge of public sector employment practices and procedures, shall be appointed to hear the matter. The grievant and Management Representative, at their own expense, may be represented by counsel and may call witnesses. Within seven (7) calendar days of the hearing, the Department Director or designee shall deliver a written decision to the grievant.
- c) In the event the grievance is not satisfactorily resolved by the above, the employee, individually or through his union representative, shall present their grievance in writing to the District General Manager or designee no later than seven (7) calendar days after the written decision by the Department Director or designee. Such written grievance shall explicitly specify the nature of the grievance, the date of the occurrence, the policy or the particular section of the rule, resolution or ordinance alleged to have been violated, the disposition of the grievance by the Department Director and the remedy requested. The General Manager or designee shall meet with the employee or union representative, and may at his discretion, provide for a hearing of grievance within 14 calendar days of receipt of the written grievance. If the General Manager or designee schedules such a hearing, the grievant shall be given opportunity to present evidence and witnesses in their behalf. A decision of the General Manager or designee shall be rendered within 14 calendar days after the hearing.

11.9.4 Appeal to Board of Directors: If the grievant believes the grievance has not been satisfactorily resolved, the employee may request within seven (7) calendar days, that the General Manager schedule an appeal hearing before the Board of Directors or a committee appointed by the Board. The hearing shall be scheduled as soon as it is reasonably possible to place on the agenda for the next scheduled Board or committee meeting. The following procedures shall apply to the hearing:

- a) The hearing shall be in closed session, except that if the grievance is from a group of employees the hearing shall be public.
- b) The grievant, at the grievant's expense, and the General Manager may be represented by counsel.

- c) Board review shall be based on the record of the proceedings before the General Manager and the final determination of the General Manager, with no new testimony taken.
- d) Each party may submit written argument to the Board. The written argument shall not exceed fifteen (15) letter size, double-spaced, typewritten pages and shall be submitted at least seven (7) calendar days before the hearing for inclusion in Board agenda materials. If such written argument is not received within this time frame, it shall be deemed waived.
- e) Each party shall be allotted fifteen minutes for presentation of oral argument to the Board or committee.
- f) The hearing shall be tape recorded unless the employee requests and makes arrangements for a stenographic reporter. If a stenographic reporter is used, the District shall pay one-half of the fee for such reporter. Any transcripts requested shall be paid for by the party requesting the same.
- g) The Board may affirm, reverse or modify the decision of the General Manager.
- h) The decision of the Board shall be made within ten (10) working days and shall be final at that time.
- i) No action shall be brought in superior court to challenge the Board's decision more than ninety (90) days after that decision becomes final.
- j) Written Records of Grievances: All documents, communications, and records dealing with the processing of a grievance shall be kept in a separate grievance file in Human Resources and shall not be kept in the personal history file of the participants.
- i. Freedom from Reprisal: An employee filing a grievance in conformity with this policy shall have freedom from reprisal.
- ii. Failure to Act: If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance shall be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should the District not respond within the prescribed time, that action shall be considered to be a denial and the grievance shall proceed to the next step.

// END OF EMPLOYEE HANDBOOK

thankful
→ & →
grateful
To be part of the MRWMD Team!