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ORDINANCE NO. 85-3

AN ORDINANCE OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT, ADDING CHAPTER 5 TO THE DISTRICT CODE, ESTABLISHING A PERSONNEL MANUAL AND SETTING FORTH PERSONNEL RULES FOR THE DISTRICT

BE IT ORDAINED by the Board of Directors of the Rancho Murieta Community Services District, Rancho Murieta, Sacramento County, California, as follows:

SECTION 1.00 - Chapter 5 - Personnel Manual/Rules General Procedures

Chapter 5 is added to the District Code to read as follows:

- 1.01 <u>Title.</u> This Chapter shall be known as the "Personnel Manual" and may be cited as such.
- 1.02 <u>Purpose.</u> The purpose of the Personnel Manual is to provide guidance for the development and application of personnel management policy for the District.
- Non-Discrimination. Employment practices of the District shall fully comply with federal and state Fair Employment Practices Acts. The District shall not discriminate for or against any person based upon race, creed, color, national origin, sex, age, or political opinion or affiliation.
- 1.04 <u>District Rights.</u> The District Board of Directors, and such persons as the Board may authorize, has the exclusive right, in accordance with applicable laws and regulations, to take certain actions including, but not limited to, the following:
 - (a) directing employees in the performance of their duties;
 - (b) hiring, promoting, transferring, classifying and assigning employees;
 - (c) disciplining or dismissing employees;
 - (d) determining the District's purpose, budget and organization; and
 - (e) determining and effectuating methods of implementing the foregoing.

- 1.05 <u>Administration of Rules.</u> The General Manager, subject to the direction of the Board, shall be responsible for the administration of the rules set forth in this Manual.
- Delegability of Powers by the General Manager. The General Manager, in his/her discretion, may delegate any of his authority set forth in these rules as the he/she may deem appropriate and necessary.
- 1.07 Tenure of Employment. The tenure of every employee shall be based upon continuing satisfactory service, proper personal conduct and fitness for the position, as determined by the General Manager, as well as the continued need for the work performed and the availability of funds.

SECTION 2.00 - DEFINITIONS

- 2.01 <u>Authorized Position.</u> A specific work position, within a job classification, which is or may be held by an employee.
- 2.02 <u>Board.</u> The Board of Directors of the Rancho Murieta Community Services District.
- 2.03 <u>Continuous Employment.</u> District employment which is uninterrupted except by authorized absences.
- 2.04 <u>Demotion</u>. A disciplinary change in classification to a lower salary or salary range.
- 2.05 <u>Department.</u> A major administrative branch of the District, involving a general line of work, with one or more employees under the charge of one or more individuals, known as supervisors.
- 2.06 <u>Dismissal.</u> Involuntary termination of employment with the District.
- 2.07 <u>District.</u> Rancho Murieta Community Services District.
- 2.08 <u>Employee.</u> A person who is legally occupying a position in the District service or who is on an authorized leave of absence from such position.
- 2.09 <u>Full-Time Employee</u>. A permanent employee of the District who regularly works 40 hours per week in a classified position.

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- 2.10 <u>Good Standing.</u> Any currently employed full or parttime employee not under disciplinary action by the District.
- 2.11 <u>Grievance.</u> Any good faith or reasonable complaint of one or more employees or a dispute between the District and one or more employees involving the terms or conditions of his/her employment.
- 2.12 <u>Immediate Family.</u> An employee's father, mother, step parents, spouse, child, step child, brother, sister, grandparent, grandchild, parents-in-law, brother-in-law, sister-in-law.
- 2.13 <u>Job Classification.</u> Descriptive title of a certain type of job performed by a District employee. Inherent in each classification are certain duties, responsibilities and degrees of authority.
- 2.14 <u>Leave of Absence.</u> When authorized, an absence from duty for a specified period with the employee having the right to return to his/her position at the end of the period.
- 2.15 Part-Time Employee. A permanent employee of the Dis-anarded 9.70-66 trict who regularly works less than 40 hours per week See 86-5 in a classified position.

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- 2.16 <u>Performance Evaluation.</u> A review and evaluation of an employee's performance and capabilities in his/her authorized position by his/her immediate supervisor.
- 2.17 <u>Permanent Employee.</u> An employee hired by the Dis-delad 9/0/20 trict for an unspecified period of time subject to a probationary period who is either a full-time or 300.3 part-time employee.
- 2.18 <u>Personnel Manual/Rules.</u> This group of rules and procedures concerning District employment.
- 2.19 <u>Probationary Period</u>. The first one hundred and eighty (180) days (6 months) of employment during which an employee may be discharged without cause and without recourse to the grievance procedure.
- 2.20 <u>Reduction in Pav.</u> A temporary or permanent decrease in salary.
- 2.21 <u>Salary Range</u>. Categories which determine the minimum and maximum salary payable for each employment classification.

- 2.22 <u>Salary Step.</u> A level of salary payable in each salary range.
- 2.23 Sick Leave. Absence from duty by an employee due to (1) the employee's illness, medical or dental examination, injury, disability or exposure to contagious disease which incapacitates the employee from performing his/her duty or (2) the employee's attendance with a member of the employee's immediate family because of illness, injury, death (over that allowed for family leave), or exposure to contagious disease and where the attendance of the employee is definitely required.
- 2.24 <u>Supervisor.</u> A person who has day-to-day direction and responsibility over the work of a specific employee.
- 2.25 <u>Suspension</u>. A forced temporary separation from employment.
- 2.26 <u>Termination.</u> The conclusion or cessation of employment with the District.
- 2.27 <u>Temporary Employee.</u> An employee hired for a specific purpose for a limited period of time. Retirement benefits (PERS) are as referred to in the PERS contract manual.
- 2.28 <u>Vacancy.</u> An unfilled authorized position in District employment.

SECTION 3.00 FILLING VACANCIES. JOB ANNOUNCEMENTS, APPLICATIONS AND QUALIFICATIONS.

- Vacancies. When a permanent vacancy occurs in an 3.01 position, the General Manager shall try, authorized whenever reasonable, to fill the vacant position with existing District employee, who is both qualified for the position and willing to accept the employment Alternatively, the General Manager may change. determine that it is in the District's best interest leave the position vacant or to fill the vacancy with a person who is not a District employee. section shall not be construed to limit in any way the District's right to hire the most qualified persons available as District employees.
- 3.02 Announcements. The General Manager shall publish announcements of vacancies which shall state the employment standards of the position and pertinent information. Employment standards shall be esta-

blished by the Manager subject to approval by the Board.

Announcements shall be considered published when they are posted on the District bulletin board.

The Manager may additionally publish notices of vacancies as he deems appropriate in order to recruit qualified applicants.

- Qualification of Applicants. No person shall hereafter be employed in or appointed to any position requiring full-time or part-time service, where the position is included in the classification plan and a class specification exists establishing minimum qualifications, unless said person possesses in full the qualifications of education and experience prescribed for that class, except as provided in this Manual.
 - (a) Applicants must have met the minimum qualification requirements by midnight of the final filing date.
 - (b) In the event an applicant entering into the District service is found to possess qualifications extraordinary for the position the applicant is being hired for, the Board may authorize the employment of such applicant at any step within the appropriate pay range. For the purposes of this section, "extraordinary" means that the applicant has education experience, and/or skills superior to that commonly required and expected for the class.
- 3.04 Submitting Applications. Applications must be received by the District not later than 5:00 p.m. on the final filing date. Applications mailed must bear a postmark not later than the final filing date and must be received not less than forty-eight (48) hours after the final filing date and time.
- Disqualification. The General Manager may disqualify an applicant, or remove a name from the eligible list, or refuse to refer any person for employment for, but not limited to, any of the following reasons:
 - (a) Failure to demonstrate that the requirements or qualifications established for the authorized position have been met.
 - (b) Physical inability to perform the duties of the class.

- (c) Excessive use of intoxicating liquors causing an inability to perform his duties properly.
- (d) Addiction to controlled substances.
- (e) Conviction of a felony or misdemeanor which was of such a nature as to have a clearly adverse effect on the candidate's ability to perform the duties of the position.
- (f) False statement of material fact or actual or attempted deception, fraud, or misconduct with an application, interview, or examination.
- (g) A history of dismissal from public or private employment for any of the above causes, or resignation to avoid such dismissal, which after thorough investigation is determined to have been of such a nature as to have a clearly adverse effect on the candidate's ability to perform the duties of the position.
- Notice of Rejection. Whenever an application is rejected, written notice shall be given to the applicant. Incomplete or deficient applications may be returned to the applicant for amendment. Unless otherwise approved by the Manager such amendments must be received by the District not less than forty-eight (48) hours prior to the scheduled interview or examination.

3.07 <u>Medical Examination</u>.

- (a) A medical examination may be required before appointment. Such examination shall be performed by a licensed physician. Documents indicating that the prospective employee has received a medical clearance shall be made part of this employment personnel history file.
- (b) The General Manager may, upon advice and consultation with competent medical authority, establish physical or medical standards for each class. Failure of candidates to achieve the minmum standard so established will result in disqualification for appointment.
- (c) If a medical examination is required, only tentative appointment will be offered to an applicant who has not submitted to an authorized examination. Final appointment will be contingent on a satisfactory examination.

3.08 <u>General Qualifications.</u> The employee must have an appropriate valid California Driver's license, and a good driving record.

The qualifications set forth in Sections 3.03, 3.05, 3.07 and 3.08 shall be deemed to be a part of the employment standards of each class specification and need not be specifically set forth therein.

Credentials Screening Panel. A Credentials Screening Panel may be assembled by the General Manager to evaluate the comparative qualifications of the applicants, when it is desirable or necessary to limit the number of candidates to be interviewed for a given class. To allow full consideration of the relevance, level, recency, progression and quality of candidates' education and experience, written statements, certifications, and/or transcripts of college credits may be required to be submitted in addition to the standard application form.

Should the Credentials Screening Panel designate as qualified less than five (5) applicants, the Manager may extend the final filing date of the job in question until such time as of the names of a reasonable number of qualified applicants may be submitted to the Oral Qualifications Appraisal Board.

When a Credentials Screening Panel is used, the Oral Qualifications Appraisal Interview shall be weighted 100 percent of the examination unless stated on the job announcement to the contrary.

3.10 Scheduling of Examination. Examinations may consist of the following types of tests: Written, oral, performance, and/or physical agility, at the discretion of the General Manager, subject to approval or ratification by the Borad.

Examinations will be scheduled as the need requires, and may be postponed, cancelled or extended by the General Manager by notifying all persons who have filed applications and/or by posting a notice on the bulleting board.

- Examination Administration. The General Manager shall be responsible for administering any examination in connection with the District's personnel program.
 - (a) The General Manager may disqualify:

- (1) Any candidate who attempts to interfere with the fair, equitable and orderly conduct of an examination process.
- (2) Any candidate who is tardy for the examination.
- (3) Any candidate who fails to appear for examination.
- (4) Any candidate who has not certified in writing that he/she possesses the minimum qualifications for the position shall not be admitted for examination.
- Any candidate whose application was not either received or postmarked on or before the filing date.
- (b) Oral Board Determination. The determinof the Oral Qualifications Appraisal Interview Board in the selection of a qualified candidate to fill an authorized position of the District shall be advisory.
- Notification. Each candidate taking an examination shall be given prompt written notice regarding the Oral Board's determination.

SECTION 4.00 - EMPLOYEE ORGANIZATION, ADVANCEMENT AND COMPENS-ATION

4.01 <u>Personnel Organization</u>. The District is organized into several departments. Each department includes the 86-8 one or more job classifications. Each classification has one or more authorized positions. (See Exhibit A, attached hereto.)

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4.02 Salary Ranges. The Board has adopted certain salary Umanded The less ranges for District employees. These salary ranges are set forth in Exhibit B, attached hereto. ranges are effective on the date indicated on Exhibit The ranges will continue in effect until changed by the Board.

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4.03 Probationary Period.

(a) Prior to employing a person as a permanent employee, the District shall utilize that person as a probationary employee for a period of one hundred and eighty (180) days (6months), unless the General Manager with the approval of the Board extends the

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period because the duration of the required training or other circumstances are such that six months is not adequate to evaluate performance. Upon approval of the Board, any extension of the probationary period shall not affect the probationary status of the employee as defined in Section 4.03 (b) and (c) helow.

- The probationary period is required as part the testing process and shall be utilized for observing closely the employee's work, for securing the most effective adjustment of a new employee to his position, and for releasing any employee whose performance does not meet the required standards of
- During the probationary period, an employee may be terminated at any time without cause and without recourse to the grievance procedure.

4.04 Annual Salary Review.

- (a) Each year the General Manager will review salary ranges paid by the District and make recommendations for changes if any thereof.
 - The review will study the following areas: (b)
- (1) Review of job descriptions, classifisalaries the number of authorized actual cations. positions within the Districtr.
- (2) Comparison of salaries paid by other employers, public and private, to employees performing work similar to that performed by District employees; and
- (3) Review of the effects of inflation, changes in cost of living, and consumer price list, etc., especially as such are applicable in the local community.
- (4) Review of the expected revenues of the District available for salaries.
- Salary Organization. Each authorized position is in amended 9/16/85 4.05 one salary range. Each salary range includes salary See SEE steps. (See Exhibit C, attached hereto).

4.06 Performance Evaluations.

(a) An employee's supervisor will prepare, in writing, a performance evaluation for each employee.

- Nothing in this ordinance shall limit or restrict the direction of the Board to delete or change insurance beneifts for employees with or without amendment of this ordinance.
- Worker's Compensation. Worker's compensation is 4.08 provided for all employees. No other disability insurance is available through the District.
- 4.09 <u>Unemployment Insurance.</u> Unemployment insurance provided in accordance with current state and federal laws.
- Retirement Program. The District maintains member-4.10 ship in the Public Employees' Retirement System for employees, sharing contributions under the agreed contract with PERS dated February 18, 1983.
- Certification. Licenses and/or other certification 4.11 required by Federal, State and/or Local government law in the treatment, transmission, and maintenance of water and wastewater operations as well as other services provided by District, or Certifications requiredf of District employees, will be determined by the Board or General Manager pursuant to the prerequisites of each job classification.

When an employee becomes certified in a higher level and there is no opening in that positon, the employee will move up to the next salary step. The employee will receive two and one-half (2-1/2) percent for each certification over that required in his/her present classification where there is no opening.

- 4.12 Compensation Schedule and Plan. With the exception of the exempt positions all District employees shall receive the compensation provided in the basic salary schedule, except that the Board may at any regular meeting or special meeting duly called for that purpose, adjust the salaries or salary ranges by minute order or resolution.
- 4.13 Salary Plan Administration.
 - Exhibit C, "Salary Schedule", denotes the steps in the pav ranges of the District salary plan.
 - (b) Except as otherwise provided for in this arranged 9/10/16 Manual, employees and candidates shall be employed or appointed at the first step of the salary range for See 86 5 the particular class of position to which the appointment is made. Advancement within a salary range shall not be automatic, but shall be given only upon

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affirmative recommendation of the employee's supervisor and approval of the General Manager. Normally, as a general rule, upon progress and productivity, employee may be considered for increase in salary according to the following schedule:

- (1) Step 1 shall be paid upon initial appointment to District service for a period of six (6) months, except when another step is indicated as the beginning pay step.
- (2) After satisfactory completion of six (6) months service in Step 1, employees may be considered for merit increase to Step 2. Employees appointed at other than Step 1 may be considered for increase to the next higher step upon the satisfactory completion of six (6) months service.
- (3) The satisfactory completion of six (6) months service constitutes the end of an employee's probationary period. This review date constitutes the beginning of the annual review process. The employee will be reviewed hereinafter upon completion of twelve (12) months of satisfactory employment unless certain conditions as outlined in Section 4.06 prevail.
- (4) After satisfactory completion of twelve (12) months at Step 2, employees may be considered for increase to a higher step.
- (c) Part-time permanent employees shall be eligible for merit step increases when their equivalent length of service meets the provisions of paragraph (b) in this section.
- 4.14 The Board may by resolution establish a program to pay merit awards to employees for superior and exceptional performance.

SECTION 5.00 - TEMPORARY EMPLOYEES

Hiring of Temporary Employees. Temporary employees may be hired from time to time as needed. The General Manager shall determine the terms and conditions of each temporary employee's employment. These terms and conditions will be decided for each individual prior to actual employment, but shall not exceed 1,000 hours or 180 days for each separate temporary employment.

- 5.02 Salary of Temporary Employees. The General Manager, subject to approval or ratification of the Board, shall determine the rates and amount of pay for each temporary employee. The factors taken into consideration will include the type of work to be performed and the anticipated duration of employment. The rate of compensation may be by piece work, by the hour, by the day, by the week or by the month, as determined to be most feasible, reasonable, and equitable amonded Apples each case.
- A temporary Sec 86.5 5.03 Termination of Temporary Employees. employee is subject to termination without prior $\mathbb{Q}_{\mathcal{E}}$, \mathbb{Z} notice.

SECTION 6.00 - EMPLOYMENT HOURS, LEAVE, VACATION AND HOLIDAYS

6.01 Office Hours. Office hours are from 8:00 a.m. 5:00 p.m., Monday through Friday. Each day, an employee may take a one hour lunch period and two ten-minute break periods, one each in the morning and afternoon. To accommodate emergency and/or special work assignments, working hours of all field personnel may be adjusted as required.

6.02 Overtime.

The general policy of the District will be for the last specification of the District will be for the second specific to the second specification of the district will be for the second specification of the district will be for the second specification of the district will be for the second specification of the district will be for the second specification of the district will be for the district will be district will be for the district will be d ces where it is essential to the continued operation of the District, overtime shall be authorized by the General Manager. Or an arms.

- (b) Employees required to work overtime compensated at time and one-half (1-1/2) their reqular hourly rate of pay for each and every hour worked in excess of eight hours worked in any one day, and for each and every hour worked in excess of forty hours worked in the regularly scheduled work week.
- (c) Holiday hours worked shall be paid at overtime rate, which pay shall be in addition to the regular holiday.
- 6.03 Standby Duty. In order to maintain a high standard of emergency service to the community, maintenance personnel are required to be available for duty during off hour periods. This duty is assigned for one week periods on a rotating basis. This is compensated for by a fixed fee for the week plus overtime pay for each instance of call-out.

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6.04 Court Duty.

- This section shall not apply to any employee who is named party to action unrelated to the District and its activities.
- When an employee has jury duty or appears court as a witness, the employee shall elect between one of the following:
- The employee may turn in to the District all compensation the employee receives from the court. In this instance, the employee will draw full salary during the period of court duty.
- (2) The employee may have deducted from salary the total time absent for court duty. his/her The employee may then receive payment from either the court or the person on whose behalf the employee testified.
- (c) In no event shall double pay to the employee result from court duty. The District will not compensate the employee for mileage or expenses, unless the employee is testifying on a District related matter and is eligible for compensation reimbursement.
- 6.05 Family Leave. A permanent employee may take up three days off, with approval, with pay for funerals Section 3 of members of the employee's immediate family as de- Sec, a fined in Section 2.12.

6.06 Authorized Leave of Absence.

(a) A permanent employee who has completed among a probationary period --his/her probationary period may be allowed up to Sec. 86-3 thirty days leave of absence without pay for acceptable reasons upon the prior written approval of the General Manager.

A leave of absence over thirty days requires the prior approval of the Board.

6.07 Unauthorized Absence

(a) Any employee, who is absent for three working days without being on authorized sick leave, authorized vacation leave, authorized family leave or authorized leave of absence shall automatically have resigned his/her employment with the District. unauthorized absence during part of a day constitutes an unauthorized absence for an entire day.

- Nothing in this section shall limit the General Manager's authority to discipline or dismiss an employee due to an unauthorized absence.
- An employee terminating employment in the manner described in this section will be considered to have voluntarily resigned his/her District employment.

6.08 Paid Holidays

- (a) New Year's Day (January 1);
- (b) President's Day (3rd Monday in February);
- (c) Memorial Day (last Monday in May);
- (d) Fourth of July:
- (e) Labor Day (1st Monday in September);
- Thanksgiving Day (4th Thursday in (f) November):
- Day after Thanksgiving; (qr)
- (h) Christmas Day (December 25); and
- (i)One personal holiday

Should any of these holidays fall on Sunday, the following Monday shall be considered a paid holiday. In the event there is any work performed on any of the above-mentioned holidays, the Employee shall receive time and one half.

6.09 Personal Holiday. Upon prior approval of his/her supervisor, a full time permanent or part-time per- 86-5 manent employee who has completed his/her six (6) Sec. // month probationary period may take one "personal holiday" with pay, per year. The supervisor may require advance notice prior to the personal holiday.

> A permanent part-time employee shall accrue personal holiday hours with pay in the same proportion as his/her working hours bear to the normal working hours of a permanent full time employee in a comparable position.

to amended Willele Paid Vacation. A permanent employee is entitled paid vacation. No vacation time shall be taken or 🕜 🗇 🐎 permitted until an employee completes six months con-

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tinuous employment.

An employee shall earn vacation for each year of continuous employment as follows:

(a) Years 1 through 4

80 hrs/yr

(b) Years 5 and over

120/hrs/yr

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Vacation time is credited on the last day of each pay period, following two weeks of continuous employment. Vacation time is accrued at the bi-weekly rate of one-twenty sixth of the annual amount of which the employee may earn.

- Accrual of Vacation for Part-Time Employees. A per-O mended manent part-time employee shall accrue vacation with pay in the same proportion as his/her working hours See Start bear to the normal working hours of a permanent full-time employee in a comparable position.
- 6.12 Accumulation of Vacation for Permanent Full-Time and Organical Part-Time Employees
 - (a) A permanent full-time employee may accumulate no more than 30 days vacation.
 - (b) A permanent part-time employee may accumulate that number of vacation days equal to 30 days times his/her working hours divided by the normal working hours of a permanent full-time employee in a comparable position.
 - (c) Any vacation days, beyond the maximum permitted to be accumulated, are forfeited when earned.
 - (d) Vacation must be used within the year earned or if carried over, used within the first three months, unless a further extension of the carry over period is approved by the Manager.
- Disposition of Vacation Time Upon Termination. Any permanent full-time or permanent part-time employee, who has completed his six (6) month probationary period, whose employment is terminated without his/her having taken earned vacation time, shall be entitled to pay in lieu thereof for the number of working days of vacation to which he/she is entitled.
- 6.14 Accrued Vacation Time. Vacation time earned, to a maximum of 30 days, but not used, by an employee at the date of adoption of this manual, shall continue as a credit for vacation time.

6.15 <u>Scheduling of Vacation</u>.

- (a) Each January the General Manager shall post a vacation schedule. Employees shall fill in their vacation request by February 1 of each year.
- (b) Should a conflict arise in the scheduling of vacations, the conflict will be resolved in favor of the employee with the greater seniority within his/her current classification. However, seniority may be exercised only once by each employee in each successive choice of vacation periods.
- (c) Requests for vacation, made after the posted period, will be granted only where vacancies exist or staffing requirements permit and upon mutual agreement of the employee and the General Manager. The District will make every effort to allow employees to take vaction when requested.

6.16 <u>Accrual of Sick Leave - Permanent Employees.</u>

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- (a) Each full-time and part-time employee shall accumulate sick leave with pay, commencing with the first full month of employment.
- (b) Each full-time employee shall accrue sick leave with pay, on the basis of 4 hours for each full pay period of full-time service.
- (c) Each part-time employee shall accrue sick leave with pay, on the basis of the same proportion that his/her working hours bear to the normal working hours of a full-time position.
- (d) All sick leave accumulated by an employee upon adoption of this policy shall be carried forward and become a part of any accumulation herein.
- (e) An employee absent without pay for more than five working days in a month shall not earn sick leave for that month.
- 6.17 <u>Unused Sick Leave.</u> Unused sick leave with pay, to a maximum of 26 days, may be accumulated from year to year.
- 6.18 <u>Use or Sick Leave.</u> Sick leave may be taken as earned.
- 6.19 <u>Election Concerning Sick Leave.</u> Any employee, compelled to be absent due to injury or illness arising out of and occurring in the course of District

employment, may elect during such absence to apply accrued sick leave on a prorated basis to such absence and receive compensation therefor in an amount equal to the difference between the compensation received by him/her as regular salary and the amount received as Worker's Compensation, not to exceed the amount of his/her acrued sick leave. Similarly, he/she may elect to use any accrued vacation time and accrued time off after the sick is exhausted.

6.20 Sick Leave Absences Due to Family Death. A sick leave absence with pay because of death in a permanent employee's immediate family shall not exceed Sec. three days for each period of absence. See Section 6.05 above.

Evidence of Illness. The General Manager may require any employee who is absent due to illness or injury 6.21 to go to the District's doctor.

> At the General Manager's discretion, satisfactory evidence of illness or injury for any period of absence due to illness or injury may be required prior to the employee's return to duty.

> The General Manager shall have the discretion to rethe employee to present a physician's certificate upon his/her return to duty stating that the employee has fully recuperated from the illness and injury and has no physical limitations preventing the employee from performing his/her required job responsibilities. Until such a certificate presented, the General Manager shall have the right to disallow the employee's return to work. cases, the employee shall continue to use accrued sick leave, if any, or shall be on authorized leave of absence without pav.

6.22 Unearned Sick Leave. Sick leave with pay shall be allowed or taken until earned.

Extended Sick Leave Without Pay. Any request for anaded Wisker 6.23 extended sick leave without pay due to illness or injury shall be at the discretion and approval of the 86-5 General Manager. At the time of the request, the O permanent employee shall submit a physician's certificate to support the request. The General Manager may approve a request for sick leave without pay a period of up to thirty days. Only the Board may approve a request for sick leave without pav for over thirty days.

SECTION 7.00 - DISCIPLINARY ACTION AND DISMISSAL

- 7.01 Initiation of Disciplinary Action or Dismissal. Dis-Granded ciplinary action or dismissal may be initiated by the General Manager on his/her own initiative or upon granded written recommendation of the employee's supervisor.
- 7.02 Nature of Disciplinary Action. Disciplinary action may consist of suspension without pay, demotion or an ended reduction in pay.

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- 7.03 Grounds for Disciplinary Action or Dismissal. Any employee may be discharged without cause during the employee's probationary period. Grounds for disciplinary action or dismissal for permanent employees who have completed their probationary period include, but are not limited to, the following:
 - (a) Fraud in securing employment with the District, giving false or misleading information on an application form;
 - (b) Unauthorized absence:
 - (c) Conviction of a felony or other criminal act. Which is of a nature to adversely affect the employee's ability to perform the duties and responsibilities of his/her employment:
 - (d) Conduct unbecoming to an employee in public service, tending to bring discredit to the District, etc.;
 - (e) Disorderly or immoral conduct;
 - (f) Incapacity due to mental or physical disability;
 - (g) Incompetency or inefficiency:
 - (h) Insubordination:
 - (i) Intoxication while on duty;
 - (j) Repeated use of controlled substances;
 - (k) Neglect of duty:
 - (1) Negligence of, willful damage to, waste of, or unauthorized use of the District's supplies, equipment or premises;

- (m) Failure to follow safety instructions or directions:
- Employee use of District equipment for personal use; and
- (o) Participation by an employee in a strike or work stoppage.
- Dismis- amonded PholoGo 86-5 Sec 19 7.04 Notice to Employee of Disciplinary Action or sal.
 - (a) In all situations involving a disciplinary action or dismissal of a permanent employee who has completed his probationary period, a Notice shall be served upon the employee either personally or by reqistered mail (return receipt requested) at the last known address on file with the District.
 - (b) The Notice shall include the following:
 - (1) The statement of the nature of the disciplinary action or dismissal;
 - (2) The effective date of the action:
 - (3) A statement of the causes therefore, as set forth in Section 7.03;
 - (4) A statement in ordinary and concise language of all specific facts or omissions upon which the causes of the action are based; and
 - (5) A statement advising the employee of his/her rights to appeal the action, the manner and time within which an appeal must be taken, and of the required content of the appeal notice. amarood 9, 1600 No. 5 San. 19

7.05 Effect of Suspension.

- (a) When a permanent employee is suspended without pay for 10 or fewer working days, employee and employer contributions to benefit will be contin-Employee payments for benefits during the period of suspension will be deducted from the last payroll check prior to the date of suspension or the next following payroll check, as may be applicable.
- (b) We benefits will be paid by the District for suspension over 10 working days. An employee may continue appropriate benefits by making the payments necessarv.

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Effect of Dismissal. Upon the effective date of dis-7.06 missal, the District shall cease to provide anv ≤ 2 benefits for the permanent employee.

Appeal. A permanent employee may appeal the General amended 7.07 Manager's decision through the Grievance Procedure (see Section 15) within 10 working days of the ser-An employee who has been vice of the notice. dismissed or disciplined may initiate his/her grievance concerning such dismissal or discipline on the first, second or third step of the grievance procedure.

7.09 7,00

7.08 Failure to File Notice of Appeal. A permanent employee against whom an action of dismissal or dis-Sec. 20 cipline has been filed, fails to file a Notice of Appeal within the time specified in Section 7.07, the disciplinary action or dismissal shall become final without further action. - altid

SECTION 8.00 - TEMPORARY ASSIGNMENTS

8.01 Assignment to Temporary Work. The General Manager may temporarily for up to 30 days, assign an employee to perform work, normally performed by an employee at a different level of salary.

8.02 Temporary Salary.

- (a) An employee temporarily assigned to perform work of a lower-paid employee shall not have his/her salary reduced.
- (b) An employee temporarily assigned to form work of a higher-paid employee shall have his/her salary, for the period of temporary assignment, increased by 5 percent or increased to the lowest salary step for that position, whichever is greater.

SECTION 9 - NEPOTISM

9.01 Nepotism. The District shall not employ a person who is an immediate relative of any person who is then a District employee, officer, or director except that the Board may authorize the employment of such a person upon the Board's unanimous vote, with at least four members present, determining that it is in the best interest of the District to employ such person due to the person's unusual qualifications or other unusual circumstances.

SECTION 10.00 - PROHIBITION OF WORK STOPPAGE OR STRIKE Sec 20 83 4 -

10.01 Work Stoppage or Strike. No employee or emplovee representative shall cause, participate in, instigate or encourage a strike or work stoppage or any other concerted activity adverse to the District. Participation by an employee in a strike or work stoppage shall subject the employee to disciplinary action, up to and including termination of employment.

SECTION 11.00 - EDUCATION AND TRAINING PROGRAMS

Programs. When the Board of Directors or the General Manager deems it appropriate a more than the General 11.01 may be sent to approved training and education programs. The District shall pay the cost of the employee's tuition and books and other reasonable expenses previously authorized, upon successful completion of the program for which prior approval been received.

- 11.02 Professional Registration, Certification and Licensing. The District will pay fees when registration, certification and/or licensing is a requirement of the position.
- 11.03 Professional Activities. The District encourages participation in professional societies and committees when these activieties are compatible with, enhancement to District functions. The District will pay reasonable costs of participation in these activities, subject to approval by the General Manager and the limitations of the District budget.

SECTION 12.00 - REIMBURSEMENT OF INCURRED EXPENSES

12.01 Reimbursement for Meals.

- (a) The District will reimburse, upon prior authorization, an employee for meals when the employee travels for District business over meal times. The employee must submit receipts to the District to initiate reimbursement.
- (b) The District will reimburse, upon authorization, an employee for a meal when the employee is required to perform work for two hours beyond the regular work hours and for an additional meal for each approximatery four (4) hours but not more than five (5) hours, insofar as it is possible

for the District to do so. The necessary time taken for the meal shall be at District expense. The employee shall submit receipts to the District to initiate reimbursement.

- Reimbursement for Mileage. When authorized in advance by the General Manager, an employee directed to utilize his personal vehicle in the conduct of District business shall be entitled to reimbursement at the currently permitted IRS mileage allowance. The employee must submit an accounting of actual mileage on District business to initiate reimbursement.
- Reimbursement for Lodging. When authorized in advance by the General Manager, an employee who is away from his/her principal residence on District business may be reimbursed for the reasonable cost of overnight accommodations. The employee must submit receipts to initiate reimbursement.

The General Manager at his discrection, may allow an "advance allowance" to employees when scheduled attendance to training seminars or educational programs are required. The employee must submit all receipts of expenses to substantiate said advance allowance and any funds not utilized must be promptly returned to the District.

SECTION 13.00 - PUBLIC RELATIONS

- Public Relations. All employees shall conduct themselves in a manner that will reflect creditably on the District. In dealing with the public, all employees will maintain a polite and helpful attitude.
- Appearance. Conduct. dress, and appearance of the employee is important to the success of both the employee and the District. Each employee is expected to be neat in appearance and dress, and conduct him or her self in accordance with reasonable standards of behavior.
- Restrictions on Representations by Employees. No employee shall have any right or authority to make any representation to members of the public or others with whom the District has contracted or is obliqued to provide services, that the District has legal responsibility for any action, omission or event causing injury, financial loss, damage or inconvenience to any person or property.

- 13.04 Off-Duty Employment. No employee shall accept employment during off-duty hours which may result in a conflict of time or interest, including employment with a party who has a current or pending relationship with the District involving a contract, permit, license, etc.
- Acceptance of Gifts. In the interest of holding to the highest standards of integrity and impartiality, no employee shall solicit or accept favors or gifts from the public served by the District, or from persons who seek to sell goods or services to the District, or from anyother person or corporation.

SECTION 14.00 - EQUIPMENT, PREMISES AND UNIFORMS

- 14.01 Safety Equipment. Necessary safety equipment will be purchased and available to all employees of the District who require such equipment on the job. It is the employee's responsibility to utilize, protect and safeguard such equipment from damage. An employee who loses or damages equipment may be required to purchase his/her own equipment if, in the opinion of the General Manager, neglect or carelessness on the part of the employee has occurred.
- 14.02 General Use of District Equipment. The District provides vehicles, equipment, tools, supplies and facilities for the use of employees in the performance of their work. Employee use of this equipment for personal reasons is not permitted, and is grounds for disciplinary action.
- 14.03 <u>Use of District Premises for Personal Use.</u> Use of District premises for personal use is not permitted.

14.04 Uniforms.

- (a) Security Officers The District will provide two sets of uniforms per year for each security officer. Employees are required to wear the uniforms while on duty. The employee is responsible for his/her uniforms during employment. The employee is responsible for laundering of uniforms. The employee shall provide the necessary leather as part of the uniform.
- 14.05 <u>Wet Weather Gear.</u> The District will provide wet weather gear (raincoat, hats, boots, etc.) as may be necessary, for employees who are required to work in inclement weather.

- Purpose of Grievance Procedure. The grievance procedures set forth herein are designed to resolve grievances informally and to provide an orderly procedure for the prompt review and resolve grievances. This grievance procedure to permanent or probation. 15.01 probationary period.
- 15.02 Time Limits. Each person involved in a grievance shall act quickly so that the grievance may be solved promptly. Each person shall make every effort possito complete action within the time limits contained within these grievance procedures, but with the written consent of the other parties involved. the time limits of any step may be extended.
- 15.03 Presentation of Grievance. An employee may present a grievance while on duty, provided such use of on-duty time is kept to a reasonable minimum as determined by the Manager.
- 15.04 First Step of Grievance Procedure (Informal Discussions/Grievance). A grievance initially shall be personally discussed between the employee and his/her supervisor. The employee shall have a decision or response from the supervisor within five working davs.
- 15.05 Second Step of Grievance Procedure (Formal ance).
 - If an informal grievance is not resolved to the satisfaction of the grievant, the grievant may initiate a formal grievance in writing. The formal grievance shall be initiated within twenty (20) days after the circumstances leading to the grievance or within fifteen (15) working days of the decision rendered in the informal grievance procedure, whichever The formal grievance shall be in writing later. and shall be filed with the General Manager or a designated representative of the District.
 - (b) Within five (5) working days after filing of the formal grievance, the General Manager shall give his/her decision in writing to the grievant.
- 15.06 Third Step of Grievance Procedure (Appeal). lf the grievant is not satisfied with the decision rendered by the General Manager or a designated representative $\propto 10^{-3} M_{\odot}$

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of the District, the grievant may appeal the decision in writing within five (5) working days to the Board of Directors, otherwise the issue will be considered settled.

- 15.07 <u>Hearing of Appeal.</u> Within ten (10) working days of the filing of an appeal, the Board shall have a meeting with the aggrieved and/or his representative.
- Decision on Appeal. Within ten (10) working days of the hearing of the appeal, the Board shall issue a written decision concerning the employee's appeal. The decision of the Board of Directors shall be final.
- 15.09 Reports to Board of Directors. The Board of Directors shall receive copies of all formal grievances and all grievance decisions of the General Manager.

SECTION TWO

To the extent the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms and provisions of any prior District employer-employee relations policies and procedures, ordinances, resolutions, rules and regulations, the terms of this Ordinance shall prevail and such inconsistent or conflicting provisions of prior ordinances, resolutions, rules and regulations are hereby repealed; provided that, this Ordinance shall not affect the terms and conditions under which water and sewer department (operators) employees formerly in the employment of El Dorado Irrigation District were employed by RMCSD on October 1, 1983.

SECTION THREE

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, no other provision of this Ordinance shall be affected thereby.

SECTION FOUR

The Ordinance shall be in full force and effective thirty (30) days after adoption and shall be published not less than once in a newspaper of general circulation published in the District within thirty (30) days after adoption hereof.

AYES: Directors Brandt, Cravens, Devlin, Dudley, Elliott

NOES:

None

ABSENT:

None

ABSTAIN: None

President, Board of Directors

Rancho Murieta Community Services District

ATTEST:

Rancho Murieta Community Services District

EXHIBIT A

Rancho Murieta Community Services District

OCCUPATION CLASSIFICATION PLAN

Department/Job Description	Occupation	on Class
Administration:		
Accountant	800	17
Accounting Clerk	820	15
Receptionist	840	13
Clerk Typist	860	11
Water and Sewer:		
Plant Operator	700	17
Temporary Helper	750	11
Security:		
Lieutenant	900	18
Sergeant	920	17
Officer II	940	16
Officer I	960	14
V	200	- ,

EXHIBIT C

COMPENSATION SCHEDULE

	SALARY	GRADE AND STEP										APPROX. SALARY	
HOURLY	BI-WEEKLY										MONTHLY	ANNUAL	
5.733	538.64	10-1									1167	14.005	
5.902	552.16	10-2									1196	14.356	
7.074	565.92	10-3	11 - 1								1226	14,714	
7.251	580.08	10-4	11-2								1257	15,082	
7.432	594.56	10-5	11-3	12-1							1288	15,459	
7.618	609.44	10-6	11-4	12-2							1320	15,845	
7.809	624.72	10-7	11-5	12-3	13-1						1354	16,243	
8.004	640.32	10-8	116	12-4	13-2						1387	16,548	
8.204	656.32	10-9	11-7	12-5	13~3	14 - 1					1422	17.064	
8.409	672.72	10-10	11-8	12-6	13-4	14-2					1458	17.491	
8.619	689.52	10-11	11-9	12-7	13-5	14-3	15-1				1494	17.928	
8.835	706.80	10-12	11-10	12-8	13-6	14-4	15-2				1531	18.377	
9.055	724.40	10-13	11-11	12-9	13-7	14-5	15-3	16-1			1570	18.834	
9.282	742.56	10-14	11-12	12-10	13-8	14-6	15~4	16-2			1609	19.307	
9.514	761.12	10-15	11-13	12-11	13-9	14-7	15-5	16-3	17-1		1649	19.789	
9.752	780.16		11-14	12-12	13-10	14-8	15-6	16-4	17-2		1690	20,284	
9.995	799.60		11-15	12-13	13-11	14-9	15-7	16-5	17-3	18-1	1733	20,790	
10.245	819,60			12-14	13-12	14-10	15-8	16-6	17-4	18-2	1776	21,310	
10.502	840.16	19-1		12-15	13-13	14-11	15-9	16-7	17-5	18-3	1820	21,844	
10.764	851.12	19~2			13-14	14-12	15-10	16-8	17-6	18-4	1866	22,389	
11.033	882.64	19-3	20-1		13-15	14-13	15-11	16-9	17-7	18-5	1912	22,949	
11.309	904.72	19-4	20-2			14 - 14	15-12	16-10	17-8	18-6	1960	23,523	
11.592	927.36	19-5	20-3	21-1		14-15	15-13	16-11	17-9	18-7	2009	24,111	
11.881	950.48	19-6	20-4				15-14	16-12	17-10	18-8	2059	24.712	
12.178	974.24	19-7	20-5		22-1		15-15	16-13	17-11	18-9	2111	25,330	
12.483	998.64	19-8	20-6					16-14	17-12	18-10	2164	25,965	
12.795	1023.60	19~9	20-7			23-1		16-15	17-13	18-11	2218	26,614	
13.115	1049.20	19-10	20-8						17-14	18-12	2273	27,279	
13.443	1075.44	19-11	20-9				24-1		17-15	18-13	2330	27,961	
13.779	1102.32	19-12	20-10							18-14	2388	28,660	
14.123	1129.84	19-13	20-11					25-1		18-15	2448	, 29, 376	
14.477	1158.16	19-14	20-12								2509	30.112	
14,839	1187.12	19-15	20-13						26-1		2572	30,865	
15.209	1216.72		20-14								2636	31.635	
15.590	1247.20		20-15							27-1	2702	32,427	

REVISED JULY 1, 1985 INCREASED BY CPI 3.74% BOARD APPROVED JUNE 12, 1985

<u>EX</u> <u>IT C</u>

COMPENSATION SCHEDULE

SALARY		GRADE AND STEP									APPROX. SALARY		
HOURLY	BI-WEEKLY										MONTHLY	ANNUAL	
6.4904	519.23	10-1									1125	13,500	
6.6527	532.22	10-2									1153	13,838	
6.8190	545.52	10-3	11 - 1								1182	14,183	
6.9895	559.16	10-4	11-2								1211	14,538	
7.1642	573.14	10-5	11-3	12-1							1242	14,902	
7.3433	587.46	10-6	11-4	12-2							1273	15.274	
7.5269	602.15	10-7	11-5	12-3	13 - 1						1305	15,656	
7.7151	617.21	10-8	11-6	12-4	13-2						1337	16,047	
7.9080	632.64	10-9	11-7	12 - 5	13-3	14-1					1371	16,449	
8.1057	648.46	10-10	11-8	12-6	13-4	14-2					1405	16,860	
8.3083	664.66	10-11	11-9	12 - 7	13-5	14-3	15-1				1440	17,281	
8.5160	681.28	10-12	11-10	12-8	13-6	14-4	15-2				1476	17,713	
8.7289	698.31	10-13	11 - 11	12-9	13 - 7	14-5	15-3	16-1			1513	18,156	
8.9471	715.77	10-14	11-12	12-10	13-8	14-6	15-4	16-2			1551	18,610	
9.1708	733.66	10-15	11-13	12-11	13-9	14-7	15-5	16-3	17-1		1590	19,075	
9.4001	752.01			12-12			15-6	16-4	17-2		1629	19,552	
9.6351	770.80		11-15	12-13	13-11	14-9	15 - 7	16-5	17-3	18-1	1670	20,041	
9.8760	790,08			12-14	13-12	14-10	15-8	16-6	17-4	18-2	1712	20,542	
10.1229	809.83	19-1		12-15	13-13	14-11	15-9	16-7	17-5	18-3	1755	21,035	
10.3760	830.08	19-2			13-14	14-12	15-10	16-8	17-6	18-4	1798	21,582	
10.6354	850.83	19-3	20-1		13-15	14-13	15-11	16-9	17-7	18-5	1843	22,122	
10.9013	872.10		20-2			14-14	15-12	16-10		18-6	1890	22,675	
11.1738	893.90	19-5	20-3	21 - 1		14-15	15-13-	-16-11	17-9	18-7	1937	23,242	
11.4531	916.25	19-6	20-4				15-14	16-12	17-10	18-8	1985	23,822	
11.7394	939.16		20-5		22 - 1		15-15	16-13	17-11	18-9	2035	24,418	
12.0329	962.64		20-6					16-14	17-12	18-10	2086	25,028	
12.3337	986.71		20-7			23-1			17-13		2138	25,654	
12.6420	1011.38	19-10								18-12	2191	26,295	
12.9581	1036.66	19-11					24-1		17-15	18-13	2246	26,953	
13.2821	1062.58	19-12								18-14	2302	27,627	
13.6142	1089.14	19-13						25-1		18-15	2360	28,318	
13.9546	1116.37	19-14									2419	29,026	
14.3035	1144.28	19-15							26-1		2479	29,751	
14.6611	1172.89		20-14								2541	30,495	
15.0276	1202.21		20-15							27–1	2605	31,257	

Superveded 7-10-85-

RANCHO MURIETA CO JNITY SERVICES DISTRICT ORGANIZATIONAL CHART NOVEMBER 28, 1984

