

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 Jackson Road, Rancho Murieta, CA 95683

Office - 916-354-3700 * Fax - 916-354-2082



PERSONNEL COMMITTEE

Regular Meeting

August 1, 2016 at 4:30 p.m.

All persons present at District meetings will place their cellular devices in silent and/or vibrate mode (no ringing of any kind). During meetings, these devices will be used only for emergency purposes and, if used, the party called/calling will exit the meeting room for conversation. Other electronic and internet enabled devices are to be used in the "silent" mode. Under no circumstances will recording devices or problems associated with them be permitted to interrupt or delay District meetings.

AGENDA

- 1. Call to Order**
- 2. Comments from the Public**
- 3. Review Personnel Manual Updates**
- 4. Directors & Staff Comments/Suggestions [no action]**
- 5. Adjournment**

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is July 29, 2016. Posting locations are: 1) District Office; 2) Rancho Murieta Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

MEMORANDUM

To: Personnel Committee
From: Darlene J. Thiel Gillum
Date: July 29, 2016
Subject: Approve Employee Personnel Manual Revisions

RECOMMENDED ACTION

Approve the proposed Personnel Manual revisions.

BACKGROUND

Periodically, District staff reviews the Personnel Manual for needed revisions/updates to ensure the manual is consistent with current law, District policy, and District practice. The changes made in this draft of the Personnel Manual are made primarily for clarification of existing language and practice. The attached revision of the current Personnel Manual indicates the requested changes in "track changes" mode.

A brief summary of the changes are as follows:

1. Section 1.03 (a), Non-Discrimination, minor re-wording.
2. Section 1.09, Anti-Nepotism Policy, section reference corrected and minor re-wording.
3. Section 1.10, Confidential Nature of Personnel Records, minor re-wording.
4. Section 2.30, Definitions, Definition title revised to "Probationary Employee" to match definition.
5. Section 2.34, Definitions, Reinstatement, wording clarified.
6. Section 2.40, Definitions, Sick Leave, section reference corrected.
7. Section 2.41, Definitions, Supervisor, minor re-wording.
8. Section 2.43, Definitions, Temporary Employee, clarification of hourly limitation difference between retired annuitants and all other Temporary Employees.
9. Section 2.45 (c), Definitions, Timebase, clarification of hourly limitation difference between retired annuitants and all other Temporary Employees.
10. Section 3.12, Screening Panel, minor re-wording.
11. Section 3.14 (a) (5), Conduct of Examination, minor re-wording.
12. Section 3.17, Background Security Check, updated to reflect actual timing of fingerprint Live Scan process.
13. Section 4.01, Hiring of Temporary Employees, section reference corrected.
14. Section 5.01 (e), Holiday Overtime, re-worded to clarify payment of Holiday Overtime.
15. Section 5.08 (c), Bereavement Leave, section reference corrected.
16. Section 5.08 (f), Leave Without Pay, clarification added.
17. Section 5.08 (h), Pregnancy Leave, corrected to include sick leave to authorized use of time during pregnancy leave.

18. Section 5.08 (i), Work-Related Injuries and Work-Related Injury or Illness Leave of Absence, clarification added to language.
19. Section 5.10 (i), Paid Holidays for Full-Time or Part-Time Employees, Four Personal Holidays removed from list as they are covered in Section 5.11.
20. Section 5.12, Vacations, Probationary Employees, clarification added.
21. Section 5.15 (b), Accumulation of Vacation Time, revised to reflect that the District **encourages** employees to take five (5) consecutive days of vacation each year.
22. Section 5.15 (c), Accumulation of Vacation Time, revised to include the use of Administration Leave to qualify for vacation buy-back.
23. Section 5.19, Double Compensation Prohibition, clarification added.
24. Section 5.21 (b), Scheduling of Vacation, clarified to match current practice.
25. Section 5.08(j), Administrative Leave, added the word “next” to the end of the third paragraph.
26. Section 5.12, Vacations, Year 20 added as the final year of service that is provided an additional 8 hours of vacation, which caps the total amount of vacation earned at 5 weeks (or 200 hours) for employees with 20 years or more of service.
27. Section 5.14, Usage Waiting Period, deleted “Rancho Murieta Community Services” to keep reference to District consistent throughout the manual.
28. Section 5.17, Authority to Grant Time-Off, revised to reflect the current process of time-off request approval (the form is signed by the supervisor and department manager); with a statement added that the General Manager has the ultimate decision to deny vacation time.
29. Section 5.21, Scheduling of Vacation, revised to reflect the current process of vacation approval being made by the supervisor and department manager.
30. Section 5.26, Election Concerning Sick Leave, language deleted and reference to appropriate sections within the manual added.
31. Section 7.06 (b) (2), Performance Evaluations, wording added to reflect the different timing of performance evaluations for represented and unrepresented employees.
32. Section 7.07 (d), Insurance, minor re-wording.
33. Section 7.07 (e), Insurance, updated to match current MOU language.
34. Section 7.10 (a), Retirement Program, language removed regarding District’s portion of the employee’s contribution to PERS.
35. Section 7.10 (b), Retirement Program, updated to match current practice.
36. Section 7.11, Certification, revised to be consistent with provisions of current MOU.
37. Section 11.08, Uniforms, revised to be consistent with provisions of current MOU.
38. Section 13.03, Vacancy and Demotion, clarification added.
39. Section 14.03, Time Limits, minor re-wording.

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CERTIFICATE OF RECEIPT OF RULES

TO RANCHO MURIETA COMMUNITY SERVICES DISTRICT EMPLOYEES:

Welcome to Rancho Murieta Community Services District. I personally hope that you will enjoy working at Rancho Murieta Community Services District and that you will find your work interesting and challenging. As a service oriented organization, our goal is to conduct our daily activities in a manner reflecting pride, efficiency, and competence with a friendly and courteous attitude.

This PERSONNEL MANUAL has been adopted by the Board of Directors of the Rancho Murieta Community Services District as its regular operating policies. It is designed to be a working guide for both employees and supervisors in the day-to-day operations of the District's personnel program. The text of the manual is not intended to be a legal contract with the employee but rather an attempt to describe generally the way the organization works. The rules and regulations contained in this booklet may not be modified by your supervisor or the General Manager, without the approval of the Board of Directors. However, the General Manager has been granted reasonable administrative latitude to interpret and apply these rules. As time goes on and we encounter some unforeseen problems in administering these rules, or circumstances warrant change, these rules may be modified from time to time as the Board of Directors sees fit. You will be made aware of any official changes to this document. Please insert the new material as you receive it.

This manual should increase understanding, eliminate the need for personal decisions on matters of organizational policy, and help assure uniformity throughout the organization. It affirms that the District retains sole discretion over determination of execution of District goals and policies. It also affirms the at-will status of District employees and does not constitute an employee contract.

Please read this booklet carefully. Do not hesitate to ask for clarification or guidance from your supervisor or your Department Manager.

After reading these rules, **TEAR OUT THE ATTACHED SHEET, SIGN IT, AND RETURN IT TO THE PERSONNEL DEPARTMENT** or designated person within 10 working days of receipt of these rules.

| ~~Very truly yours,~~

| ~~Edward R. Crouse, Jr.~~ Darlene J. Thiel Gillum
General Manager

RANCHO MURIETA COMMUNITY SERVICES DISTRICT
15160 Jackson Road - PO Box 1050
Rancho Murieta, CA 95683
(916) 354-3700

Employee Statement:

I have read the Rancho Murieta Community Services District's PERSONNEL MANUAL,
and I understand I am responsible for compliance with these rules.

NAME:

(Please Print)

SIGNATURE:

DATE:

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

PERSONNEL MANUAL

SECTION 1.00 - GENERAL PROCEDURES

- 1.01 Title. This Manual shall be known as the "Personnel Manual" and may be cited as such.
- 1.02 Purpose. The purpose of the Personnel Manual, as described in the Statement of Purpose on page 1, is to be used to provide guidance for the development and application of personnel management policies for the District.
- 1.03 Non-Discrimination: Employment practices of the District shall fully comply with federal and state equal employment opportunity laws.

- (a) The District shall not discriminate for or against any person based upon race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, age over 40, or political opinion or affiliation. The District recruits, hires, trains and promotes qualified persons at all levels of the work force; and provides reasonable accommodation to qualified employees and applicants with a known disability who can perform the essential functions of a job.

It is District policy to maintain a work environment free from discriminatory insult, intimidation or harassment due to race, color, religion, sex, age, physical handicap or national origin. Any incident of discriminatory insult, intimidation, or harassment in any form should be promptly reported ~~in accordance~~ according with Policy #2011-04.

- (b) The District is committed to providing a work environment for its employees that is free of harassment of any nature. Acts of sexual harassment as well as harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law, ordinance or regulation by employees, supervisors, managers, or directors, are prohibited employment practices and are subject to sanctions and disciplinary measures, up to and including termination of employment or Board of Directors sanction.

**** Refer to District Policy 2011-04, Harassment of Any Nature (including Sexual Harassment) for policy details and complaint process***

- 1.04 District Rights: The 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

- (e) Determining and effectuating methods of implementing and foregoing
 - (f) District retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of any labor agreement except as expressly limited by a specific provision of that agreement.
- 1.05 Administration of Rules. The General Manager, subject to the direction of the Board, shall be responsible for the administration of the rules set forth in this Manual. The General Manager is responsible for the interpretation and application of these rules, subject to review by the Board of Directors in cases of disputes.
- 1.06 Delegation of Powers by the General Manager. The General Manager, in his or her discretion, may delegate any of his or her authority set forth in these rules, as he or she may deem appropriate and necessary.
- 1.07 Tenure of Employment. The tenure of every employee shall be based upon continuing satisfactory service, maintaining certifications and licenses that are required by the job, proper personal conduct for the position, as determined by the General Manager, as well as the continued need for the work performed and the availability of funds.
- 1.08 Employment-At-Will Policy. All District employees serve at the will of the District. The District and the employee agree that the District may terminate the employment of any employee regardless of employment status or tenure with the District. Such termination may be made with or without cause. Similarly, the employee may terminate his or her employment with the District at any time with or without cause.
- 1.09 Anti-Nepotism Policy: It is the policy of the District that Immediate Family members, as defined in Section ~~2-192.20~~, and their spouses, of District employees or of elected or appointed officials may only be employed as either Full-Time or Part-Time employees, or as independent contractors of the District when all of the following criteria are met.
1. Such employment does not adversely affect safety, morale, security or supervision, and,
 2. Immediate Family members neither initiate nor participate in making recommendations or decisions that would directly affect the employment status of their spouses or relatives. These recommendations/decisions include but are not limited to selection, appointment, retention, work assignments, promotion, demotion, or salary.

The District may prohibit employment or may reassign Immediate Family members if, in its sole discretion, it finds that any of the above criteria are not met.

If two persons should marry while both are employed by the District, they may continue their employment provided that they meet both of the criteria referenced above. In addition, if one spouse must change his/her job or department so that the above-referenced criteria are met, that choice shall be made by the couple within 30 days of the marriage. However, if the couple does not make this decision within 30 days, however, the employee with less seniority shall be transferred. If both employees have the same amount of seniority, the District's decision regarding which employee shall be transferred shall be based upon the necessity of operating the District in an efficient manner.

- | 1.10 Confidential Nature of Personnel Records. ~~Such~~ personnel records such as applications, examination papers, performance reports, and disciplinary actions shall be considered confidential, and upon request shall be made available to the affected employee for review at a time and place designated by the Personnel Department or designated person.

Department heads shall make arrangements with the General Manager for review of their employee's personnel documents.

- 1.11 Change of Status Report. Every appointment, transfer, promotion, change of salary rate, or any other temporary or permanent change in status shall be reported to the Personnel Department or designated person in such manner as prescribed.
- 1.12 Right to Modify. Employment under these rules and regulations shall not constitute an employee contract. This document may be modified from time to time by the Board of Directors as they see fit.

SECTION 2.00 - DEFINITIONS

- 2.01 Appeal. A written statement by the affected employee that a dispute exists in the application of any of the rules contained herein.
- 2.02 Appointment. The offer to and acceptance by a person of a position with the District in accordance with the provisions of these rules.
- 2.03 At-Will Employee. Every District probationary or regular employee serves at the will of the District. Either the District or the employee may terminate the employment relationship at any time with or without cause.
- 2.04 Authorized Position. A specific work position, within a job title, that has been approved by the Board of Directors which is or may be held by an employee.
- 2.05 Board. The Board of Directors of the Rancho Murieta Community Services District.
- 2.06 Class. All positions having sufficiently similar duties and responsibilities to permit grouping under a common title and to permit the application with equity of common standards of selection, assignment and compensation.
- 2.07 Continuous Employment. District employment which is uninterrupted except by authorized absences.
- 2.08 Day. Shall be a calendar day unless otherwise identified.
- 2.09 Demotion. A disciplinary change in job title to a lower salary or salary range which is involuntary.
- 2.10 Department. 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.
- 2.11 Disciplinary Action. The discharge, demotion, reduction in pay, or suspension of a regular employee for punitive reasons.
- 2.12 Dismissal. Involuntary termination of employment with the District.
- 2.13 District. Rancho Murieta Community Services District.
- 2.14 Employee. A person who is legally occupying a position in the District service or who is on an authorized leave of absence from such position.
- 2.15 Examination: Any combination of relevant and valid tests of fitness to determine the relative qualifications of competitors for appointment to a position in a class.

Open Competitive Examination. An examination for a particular class which is open to all persons meeting the desirable qualification for the class.

Promotional Examination. An examination for a particular class which is open only to employees with regular status and who meet the desirable qualifications for the class.

- 2.16 Exempt Employee. A person who is employed in a District position that meets the Fair Labor Standard Act ("FLSA") and California requirements of exemption from overtime and certain other protections of the Industrial Welfare Commission Orders.
- 2.17 Full-Time Employee. An at-will employee of the District who is regularly assigned to work forty (40) hours per week in an authorized position and has successfully completed the probationary period.
- 2.18 Good Standing. Any currently employed Full or Part-Time employee not under disciplinary action by the District.
- 2.19 Grievance. 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 or her employment.
- 2.20 Immediate Family. An employee's father, mother, step parents, spouse, domestic partner, child, step child, foster child, brother, sister, grandparents, grandchild, or those of the employee's spouse.
- 2.21 Independent Contractor. An independent business person (in business for themselves) who is hired to perform specific tasks. They are not eligible for unemployment, disability, or workers' compensation benefits. The independent contractor is responsible for his/her taxes and workers' compensation insurance.
- 2.22 Intermittent Employee. An employee who works part of a normal work day or a fraction thereof, but such work is done on call with or without a set pattern, or seasonally working less than 1000 hours in a calendar year and at irregular intervals or without a set pattern.
- 2.23 Job Title. Descriptive title of a certain type of job performed by a District employee. Inherent in each job title are certain duties, responsibilities and degrees of authority.
- 2.24 Layoff. The separation of employees from the Rancho Murieta Community Services District's active work force for reasons of lack of work, lack of funds, changing priorities, measures to enhance efficiency, or to accommodate organizational changes.
- 2.25 Leave of Absence. When authorized, an absence from duty for a specified period with the employee having the right to return to his or her position at the end of the period.
- 2.26 Part-Time Employee. An at-will employee of the District who is regularly scheduled to work fewer than forty (40) hours each week in an authorized position and has successfully completed the probationary period.
- 2.27 Performance Evaluation. A review and evaluation of an employee's performance and capabilities in his or her authorized position by his or her immediate supervisor.
- 2.28 Personnel Manual/Rules. This group of rules and procedures concerning District Employment.
- 2.29 Position. A group of assigned duties and responsibilities assigned or delegated by competent authority, requiring the Full or Part-Time employment of one person.

- 2.30 Probationary Period Employee. A newly hired employee working for a designated period of time. Such employees may be dismissed without prior notice and without cause and do not have rights described in the Disciplinary Action and Dismissal section of this Personnel Manual.
- 2.31 Promotion. The movement of an employee from one job class to another job class with a higher maximum salary.
- 2.32 Reduction in Pay. A temporary or permanent decrease in wage or salary.
- 2.33 Regular Employee. A Full-Time or Part-Time at-will District employee who has successfully completed his or her probationary period.
- 2.34 Reinstatement. The restoration, without examination, of a former regular employee ~~or probationary employee~~ to a job title in which the employee formerly served as a regular non-probationary employee.
- 2.35 Salary Advancement. Any salary increase within the limits of a salary range.
- 2.36 Salary Range. Categories which determine the minimum and maximum wage pay for each employment job title.
- 2.37 Salary Reduction. A salary decrease of one or more steps within the limits of a salary range.
- 2.38 Salary Step. A level of salary payable in each salary range.
- 2.39 Seniority. The length of service of a regular employee with the District.
- 2.40 Sick Leave. An excused, paid absence from duty by an employee due to illness as described in Section ~~5.23~~5.22
- 2.41 Supervisor. A person who has day-to-day ~~and direction~~ responsibility over the work of a specific employee.
- 2.42 Suspension. A District-mandated temporary separation from employment.
- 2.43 Temporary Employee. An at-will employee hired to fill a position of limited duration or service (not to exceed ~~960 4000~~ hours per fiscal year for retired annuitants or 1000 hours per calendar year for all other Temporary Employees), or, a position with uncertain, long term funding. The employee may serve during a limited service period and then be terminated without regular employment status with the Rancho Murieta Community Services District. Temporary employees have no reasonable expectation that they will be called or re-employed by the District in the future. They receive no District paid benefits or leave.
- 2.44 Termination. The conclusion or cessation of employment with the District, whether initiated by the District or the employee.
- 2.45 Timebase. Timebase refers to the number of hours an employee works and to the regularity with which the employee works. Timebase does not refer to an employee's employment status, i.e. regular, probationary, temporary, etc.

Types of Timebase:

- (a) Full-Time. Employee works the normal number of working hours assigned to the class.
 - (b) Part-Time. Employee works a fraction of the normal work day, normally follows a pre-determined pattern of working hours.
 - (c) Temporary. Employee may work a normal work day or fraction thereof, but such work is done on-call, with or without a set pattern, or seasonally working less than 960 hours per fiscal year for retired annuitants or 1000 hours per calendar year ~~1000 hours in a fiscal year and~~ at irregular intervals ~~or and~~ without a set pattern.
- 2.46 Time-Off. Authorized absence from job duties, either compensated or uncompensated.
- 2.47 Transfer. A change of an employee from one position to another position in the same class.
- 2.48 Unrepresented Employee. A person who is legally occupying a position in the District service or who is on an authorized leave of absence from such position that is not represented by a union or bargaining unit.
- 2.49 Vacancy. An unfilled authorized position in the District.

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

3.01 Vacancies. When a vacancy occurs in an authorized position, the General Manager (or Acting General Manager if the General Manager position is vacant) shall, whenever reasonable, fill the vacant position with an existing District employee who is both qualified for the position and willing to accept the employment change. However, the General Manager may in his/her sole discretion determine that it is in the District's best interest to leave the position vacant or to fill the vacancy with a person who is not a current District employee. This section shall not be construed to limit in any way the District's right to hire the most qualified persons at all levels available as District employees.

3.02 Announcements: The Personnel department shall publish announcements of vacancies which shall state the employment standards of the position and pertinent information. Employment standards shall be established by the Board and included in the job class.

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

The Personnel department may additionally publish notices of vacancies as deemed appropriate for recruiting qualified applicants.

(a) Announcements shall briefly specify the title and pay range of a position; the nature of the work to be performed; essential qualifications necessary for successful job performance of the work; the dates, time, place, and manner of receiving applications and administering examinations; and other pertinent information. All announcements shall include a statement that the Rancho Murieta Community Services District is an Equal Opportunity Employer, as well as an Affirmative Action Employer.

3.03 Qualification of Applicants: No person shall be employed in or appointed to any position requiring Full-Time or Part-Time service unless he or she meets the minimum qualifications of the education and experience prescribed for that class. In extraordinary situations, the Board may waive a stated requirement for a supervisory applicant and the General Manager may waive a stated requirement for a non-supervisory applicant.

(a) Applicants must have met applicable minimum qualification requirements by 5:00 p.m. of the final filing date.

(b) In the event an applicant is found to possess qualifications extraordinary for the position the applicant is being hired for, the General Manager may authorize the employment of such applicant anywhere 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. Details of this action will be forwarded to the Board at their next regularly scheduled meeting.

- 3.04 Forms Required. Application shall be made on forms prescribed by the General Manager. Application forms shall require information covering training, experience, and other pertinent information, and may include certificates of one or more examining physicians, and references. Fingerprints shall be required for all District personnel. All applications must be signed by the person applying under penalty of perjury.
- 3.05 Submitting Applications. Applications must be received by the District not later than 5:00 p.m. on the final filing date. Applicants are responsible for getting their applications to the District by this time.
- 3.06 Disqualification: The General Manager may disqualify an applicant for any of the following reasons:
- (a) Untimeliness of Application. Failure to submit the required application to the District not later than 5:00 p.m. on the final filing date. Applicants are responsible for getting their applications to the District by this time.
 - (b) Unqualified for Position. Failure to demonstrate that the requirements or qualifications established for the authorized position have been met.
 - (c) Conviction Record. Conviction of a felony or misdemeanor which was of such a nature as to have a clearly adverse effect on the applicant's ability to perform the duties of the position.
 - (d) False Statement. False statement of material fact; or actual or attempted deception, fraud, or misconduct on an application; or actual or attempted deception, fraud or misconduct during an interview or examination.
 - (e) Failure to complete process. Failure to complete the pre-hire process as required by the District.
- 3.07 Notice of Rejection. Whenever an application is rejected, written notice of such rejection shall be mailed to the applicant. Incomplete or deficient applications may be returned to the applicant for amendment. Unless otherwise approved by the General Manager, such amendments must be received by the District not less than forty-eight (48) hours prior to the scheduled interview or examination.
- 3.08 Medical Examination*:
- (a) All individuals who are offered full-time, temporary, or part-time employment shall be required to submit to a physician's examination. For public health and safety related positions, (i.e., Security Patrol, Equipment Mechanic, Plant Operators and Utility Workers) a controlled substance test at District expense will also be required. Such examination shall be performed by a licensed physician retained by the District. Documents indicating that the applicant has received a medical clearance shall be kept in a confidential file under the custody of the Personnel Department and shall not be a part of the personnel file.
 - (b) The General Manager may, upon advice and consultation with competent medical authority, establish job related physical standards for each job title. An applicant's failure to achieve the minimum standard so established will result in disqualification for appointment.

- (c) Nothing in this section shall serve to disqualify an applicant who has a disability and can be reasonably accommodated under provisions of the Americans with Disabilities Act.

**** Refer to District Policy 2012-06, Pre-Employment Physical Examinations, for policy details***

3.09 Work Eligibility. A candidate for employment must be eligible under appropriate federal regulations to work in the United States. It is the policy of the District to hire only citizens of the United States or others authorized to work in the United States. Documentation of eligibility to work in the United States will be required as a condition of employment.

3.10 Driver's License*. A candidate for employment must possess and maintain a valid California motor vehicle driver's license at the required level, if driving is required in the duties of a position, or if driving is not required, a California Identification Card. Insurability and compliance with established District vehicle operation standards are a condition of employment.

**** Refer to District Policy 2012-05, District Driving Policy, for policy details***

3.11 Method of Examination. The selection techniques used in the examination process shall be impartial and relate to those subjects which measure the relative capacities of the persons examined to execute the duties and responsibilities of the class to which they seek to be appointed. Only those applicants possessing the most relevant qualifications will be invited to continue the application process.

3.12 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 position. To allow full consideration of the relevance, level, recency, progression and quality of candidates' education and experience, the applicant may be required to submit written statements, certifications, and/or transcripts of college credits in addition to the standard application form.

Should there not be sufficient qualified candidates to screen, the General Manager may extend the final filing date of the job in question ~~until such for the length of~~ time ~~as~~ he or she finds necessary to recruit a reasonable number of qualified applicants.

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

3.14 Conduct of Examination: The General Manager shall determine the manner and methods by which examinations shall be given. The General Manager may recommend a contract with any competent agency or individual for the preparation or scoring of examinations. The General Manager shall arrange for the use of facilities, equipment, and related matter for the conduct of examinations.

(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 an examination.
- (4) Any candidate who has not certified in writing that he or she possesses the minimum qualifications for the position.
- (5) Any candidate whose application was ~~not~~ either not received or postmarked on or before the filing date.

(b) Oral Interview Panel. The General Manager may assemble an Oral Interview Panel to conduct oral interviews and advise the General Manager and the Board regarding the selection of a qualified candidate to fill an authorized position.

(c) Notification. Each candidate taking an examination shall be given written notice regarding the District's determination.

3.15 Power of Appointment. The positions of General Manager, Assistant General Manager, Finance Officer, District Secretary, and District Engineer, shall be filled by Board appointment. The General Manager shall appoint successful candidates to fill all other vacant positions.

3.16 Probationary Period:

(a) Before employing a person as a Full-Time or Part-Time regular at-will employee, the District shall employ that person as a Probationary Employee for a period of at least twelve (12) months. The General Manager may extend the probation period beyond twelve (12) months. Any extension of the probationary period shall also extend the probationary status of the employee as defined in Section 3.16(b) and (c) below.

(b) The probationary period is a step in the District's hiring process. It allows the Probationary Employee and the District an opportunity to determine if this is the right job for this person and the right person for the job. This is a learning and adjustment period for the employee. The District will use the probationary period to continue its assessment of an applicant for regular at-will employment.

(c) At any time during the probationary period, the Probationary Employee or the District may terminate the employment relationship without cause and without any right of appeal.

(d) During the probationary period, the Probationary Employee may be terminated at any time without prior notice.

3.17 Background Security Check.

Within ten (10) days ~~of the initial offer of employment of the employment orientation, the fingerprint Live Scan process, identification cards and personal descriptions~~ shall be completed at a Live Scan facility and forwarded to the Bureau of Criminal Identification Investigations, State Department of Justice, for processing on each prospective employee who has passed his/her interview.

No person shall be employed by the District who has been convicted of a serious or violent felony. Serious or violent felony as used in this paragraph means a serious

felony as listed in Penal Code Section 1192.7(c). Violent felony as used in this paragraph means a violent felony as listed in Penal Code Section 667.5.

SECTION 4.00 - TEMPORARY EMPLOYEES

- 4.01 Hiring of Temporary Employees. Temporary Employees, as defined in Section [2-422.43](#), 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. A Temporary Employee may serve on an on-call, as-needed basis, or may be hired for a specific project or period of time.
- 4.02 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 in each case.
- 4.03 Termination of Temporary Employees. A Temporary Employee serves at the will or pleasure of the District Board and may be terminated at any time without cause or prior notice. A Temporary Employee does not have the rights described in the Disciplinary Action & Dismissal section of this Personnel Manual.

SECTION 5.00 - EMPLOYMENT HOURS, LEAVE, VACATION AND HOLIDAYS

5.01 Hours of Work:

- (a) Workweek (General Criteria). The normal hours of work for District employees shall consist of eight (8) hours per day, five (5) days per week. Specific work schedules may be established to comply with legal requirements or to meet agency business and public service needs.
- (b) Standard Workweek. The normal workweek is forty (40) hours and five (5) days. Any program providing for employee work weeks of less than five (5) days, shall be subject to Board approval. The hours of operation shall be recommended by Department Heads to accommodate the type of work required, and approved by the General Manager.
- (c) Rest Periods. When practical employees shall be allowed a rest period of ten (10) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with department head or supervisor requirements. Except as indicated below, an unpaid meal period of at least thirty (30) minutes may also be provided as designated by the District to occur approximately in the middle of a work shift of at least eight (8) hours.

In certain positions, District management may require or permit employees to incorporate a paid (working) meal period within the normal work shift.

- (d) Rest Period Conditions. The District may designate areas where rest periods may be taken. An employee may occasionally be required to perform duties, if necessary, during his/her normally scheduled rest period.

5.02 Attendance. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. The General Manager shall enforce attendance requirements and maintain attendance records of employees. Any absence from work, taken upon the initiative of an employee, without prior authorization or as provided for in these rules, shall be the basis for disciplinary action, if such absence is found to be unwarranted or regarded as detrimental to the District.

5.03 Overtime:

- (a) Policy. The general policy of the District will be to discourage the use of overtime. Overtime must be authorized in advance by the General Manager, or an employee's supervisor. Overtime shall be authorized only in those instances where it is essential to the continued operation of the District.
- (b) Definition. Work authorized in excess of normal working hours except as provided for in stand-by and call-back time, shall be classified as overtime when an employee's total work time exceeds forty (40) hours during the specified District work week. Overtime shall be compensated at the rate of 1-1/2 hours of compensation for each overtime hour worked.

- (c) Computation Base. Work schedules may provide for work days exceeding eight (8) hours. Any employee who is required to work more than forty (40) hours in a work week shall receive overtime pay. Work time does not include paid leave time such as vacation, sick leave, bereavement leave, etc.
 - (d) District Work Week. The District work week begins at 12:00 midnight on Saturday morning and ends at 12:00 midnight on Friday night each week.
 - (e) Holiday Overtime. Employees required to work on an observed holidays; ~~the employee shall receive holiday pay plus time and one-half for any hours worked on that holiday shall be compensated at one and one-half times their normal hourly wage, but such overtime pay shall apply only to the first eight (8) hours so worked.~~
 - (f) Overtime Exclusions. Employees designated as managers, department heads, or other exempt classes shall be exempt from overtime compensation of any kind.
 - (g) Hours Not Counted Toward Overtime Computation. Sick leave, vacation, bereavement leave, jury duty, and personal holiday time are not considered to be hours worked for purposes of computation of overtime pay.
- 5.04 Shift Differential/Split Shift for District Employees. Upon prior approval of the Board of Directors, all District employees working the graveyard shift during the hours of 12:00 a.m. (midnight) until 6:00 a.m. or working a split shift shall receive a shift differential or split shift amount as determined by the Board of Directors. This shift differential shall be paid along with the regular payroll cycle.
- 5.05 Standby Duty. In order to maintain a high standard of emergency services to the Community, Field Operation personnel are required to be available for on-call duty. All Field Operation personnel (who have completed their probationary periods) may be required to participate. Employees on standby status must be ready to respond immediately to calls for service; to be reachable by radio-controlled pager, radio, or telephone; and to refrain from activities which might impair the employee's ability to perform assigned duties. Employees assigned to Standby Duty will be paid a fixed daily rate, as determined by the District, for Standby pay. An employee on Standby Duty will be compensated according to Section 5.05 for each instance of call-back duty.
- 5.06 Call-Back. The nature of District services and the consequences involved in potential damage to property and buildings may make it necessary to call-back a District employee or employees, outside of the employee's normally assigned work-shift, to make emergency repairs or deal with an emergency situation. An employee called-back in such a situation shall receive a minimum of two (2) hours pay at 1-1/2 times his/her normal hourly pay rate and mileage reimbursement for round trip at the current approved District mileage rate. Call-back pay and mileage reimbursement shall not apply to exempt employees.
- 5.07 Jury Duty and Court Appearances. This section shall not apply to any employee who is named party to action unrelated to the District and its activities or suits against the District. In such cases, employees may request vacation or personal leave.

When an employee is required to serve on jury duty or is subpoenaed as a witness to appear before a court, administrative agency, public body or commission, the employee must promptly notify his or her supervisor. Employees who are Sacramento County residents or residents of other counties with "phone-in" juror programs are requested to first ask the court to put them on "phone-in juror status". Employees required to serve as jurors for less than a full day are expected to spend the balance of the day at their regular District positions when the time remaining for their work shift exceeds three (3) hours.

- (a) Employees who receive a daily stipend from the court for serving on a jury shall submit their stipend pay, for each day they also receive District Jury Duty pay, to the District. Employees are entitled to keep all mileage reimbursement received, if any.
- (b) If there is an emergency situation or if the District has special need for the employee's services, the General Manager will ask the court to excuse the employee from jury duty.

5.08 Special Leaves:

- (a) Special Leave. On rare occasions, due to special circumstances, the District may find it necessary to place an employee on a special leave status, with or without pay, as warranted by the special circumstances. The District may authorize this unusual leave, with or without pay, and maintain an employee's usual employment status during a stipulated time period.
- (b) Authorized Leave of Absence:
 - (i) A regular Full-Time or regular Part-Time employee who has completed his or her probationary period may be allowed up to thirty (30) days leave of absence per calendar year without pay for acceptable reasons upon the prior written approval of the General Manager.
 - (ii) A leave of absence over thirty (30) days requires the prior approval of the Board.
 - (iii) The District will continue to pay health and other benefits for an employee while the employee is on an authorized, unpaid leave of absence for up to 90 days during any twelve (12) month period. The District will cease to pay health and other benefits for an employee who is on an authorized, unpaid leave of absence for more than 90 days for the remaining duration of the leave of absence.

An employee's salary advancement date shall be delayed accordingly, unless a special exception has been expressly approved in writing by the General Manager.
- (c) Bereavement Leave. Up to three (3) working days of leave with pay may be granted because of death in an employee's Immediate Family, as defined in Section [2-192.20](#), and spouses of the Immediate Family.

- (d) Disability Leave. Any employee incurring a non-work time injury or disability outside District employment shall be entitled to disability leave as provided herein. A maximum of thirty (30) days may be granted by the General Manager upon proper medical certification that the employee is disabled to the extent that work performance is not possible.

Only the Board may approve a request for disability leave for over thirty (30) days. An employee is entitled to elect usage of accumulated sick leave and/or vacation time during disability leave.

Following exhaustion of accumulated vacation and sick leave balances, the disability leave will be on an unpaid basis. An employee may also choose that the entire disability leave be on unpaid status without reducing accumulated vacation or sick leave balances.

Medical certification must be submitted at the initiation of disability leave and monthly thereafter. The certification must state the nature of the disability and the estimated return to work date. Sick leave, rather than special disability designation, will apply to leave periods of five (5) calendar days or less.

An employee shall not earn additional vacation, sick leave, or other benefits except medical insurance during disability leave for a period of up to six (6) months maximum. Also, an employee's salary advancement date shall be adjusted during disability leave, thereby delaying eligibility for a salary increase/step increase within a salary range.

- (e) Preferential Re-hire. With the approval of the General Manager, a former regular employee may be granted preferential rehire status. These are employees who have been placed on an extended leave of absence due to injury on or off the job where the District has found it necessary to replace the employee with another employee in order to meet critical workload. Employees granted preferential re-hire status may, at the District's discretion, be reinstated to the same or a comparable position when a vacancy occurs.

- (f) Leave Without Pay. Leave without pay may be granted to an employee by the General Manager whenever the General Manager considers such leave to be in the best interest of the District.

An employee on leave without pay status for five (5) days or more during a pay period shall not earn vacation, sick leave, insurance, or other benefits for that pay period, and the employee's salary advancement date shall be delayed accordingly, unless a special exception has been expressly approved in writing by the General Manager.

Failure of an employee on leave without pay to report to work promptly at the leave's expiration or within reasonable time after notice to return to duty shall be cause for discipline.

- (g) Military Leave. Military Leave shall be granted in accordance with Section 395 of the California Military and Veterans Code and Federal Military Leave regulations. An employee entitled to military leave shall give the General Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.
- (h) Pregnancy Leave. An employee may be granted a prolonged time off without terminating employment for pregnancy and maternity. Such leave shall be governed by the same standards applicable to any other leave for non-job related medical or disability reasons. Such leave will normally be without pay, except as provided below, and it will be granted with the expectation that the employee will return to work at a stipulated time.

An employee may elect to exhaust their accumulated sick and vacation time during pregnancy leave. While an employee is on unpaid pregnancy leave status no additional leave or service credits, with the exception of health benefits, will be granted. Pregnancy leave allows an employee to return to her former position or a comparable position.

- (i) Work-Related Injuries and Work-Related Injury or Illness Leave of Absence. Any work related injury or illness regardless of how minor must be immediately reported to the employee's supervisor or other available supervisory personnel.

An employee who requires a work-related injury or illness leave of absence ("leave") must notify the General Manager in writing of the need for such a leave as soon as the employee learns that they are or will become temporarily disabled and unable to work due to a work-related injury or illness. The notice must specify the reason for the leave, the date such leave will begin, and the expected duration of the disability. An employee who requests such a leave may be required to provide an initially proof of disability and from time to time a continued proof of disability in the form of a physician's statement and/or be examined by a District selected physician.

The leave shall be granted for the duration of the work-related disability or to the extent provided by law. Accrued vacation and sick leave may be used to supplement any worker's compensation benefits for the initial days not covered by Workers Compensation or other disability insurance benefits received by the employee during the leave. An employee may elect not to use accumulated leave time ~~while on leave. The District will pay any minimal disability time not covered by the District's worker's compensation carrier, and this time will not be charged against the employee's accruals.~~ In no case shall the employee's compensation while on leave exceed their regular earnings. An employee shall continue to earn benefits while on leave for up to one (1) year.

An employee who is on a leave for a period in excess of three (3) months must notify the District by the end of each month thereafter both of the status of the disability and their continued intent to return to work with the District once they recover from the disability. An employee returning from a leave shall be required to provide a physician's statement which

indicates that they are fit to return to work and/or be examined by a District selected physician.

A request for an extension of a leave will be considered if it is received by the General Manager in writing prior to the expiration of the approved leave and is supported by proof of continued disability in the form of a physician's statement. The District may require an employee to be examined by a District selected physician before acting upon a leave extension request.

An employee who fails to report for work at the end of a leave will be considered to have voluntarily resigned. The District will retain an employee on leave until one of the following situations occurs:

- 1) The employee is released for full duty.
- 2) The District receives medical evidence satisfactory to it that the employee will be permanently unable to return to work.
- 3) The employee directly or indirectly informs the District i.e., by resignation, accepting other employment, moving out of the state, etc., that they do not intend to return to the District's employ.

An employee who returns to work at the end of their leave will be returned to their former position, if possible, or will be offered the first available opening in a comparable position for which the employee is qualified. The employee must provide the District a physician's statement indicating that they are fit to return to work and/or be released to return to work by a District selected physician.

- (j) Administrative Leave. Administrative leave compensates exempt employees for hours worked in excess of the normal work week of forty (40) hours per week.

On January 1st of each year, exempt employees shall be granted five (5) days of administrative leave. Employees beginning District employment after January 1st shall receive a pro rata amount of administrative leave, computed on a 26 pay period basis.

Administrative leave may be used for whatever reason and shall be taken as scheduled with the General Manager's approval. Administrative leave shall not be accumulated from one year to the next.

Any administrative leave remaining to the exempt employee's credit at the end of the year shall be lost without compensation. Upon separation from the District, any administrative leave remaining shall be lost without compensation.

5.09 Unauthorized Absence:

- (a) Any employee, who is absent for three (3) calendar days without being on authorized sick leave, authorized vacation leave, authorized bereavement leave or authorized leave of absence shall automatically have resigned his or her employment with the District. An unauthorized absence during part of a day constitutes an unauthorized absence for an entire day.
- (b) Nothing in this section shall limit the General Manager's authority to discipline or dismiss an employee due to an unauthorized absence.
- (c) An employee terminating employment in the manner described in this section will be considered to have voluntarily resigned his or her District employment.

5.10 Paid Holidays for Full-Time or Part-Time Employees:

- (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)
- (f) Thanksgiving Day (4th Thursday in November)
- (g) Day after Thanksgiving
- (h) Christmas Day (December 25)

~~(i) Four Personal Holidays~~

In addition to the designated holidays listed above, other days or portions of days may be authorized by official proclamation of the President of the Board of Directors. The President may take such action to coincide with holidays declared by the President of the United States, the Governor of the State of California, or when in the opinion of the President a significantly important local event merits such action.

For employees regularly assigned to a five-day, Monday through Friday work schedule, recognized holidays which fall on a Saturday will be observed on a Friday, those falling on a Sunday will be observed on a Monday. For all other employees, holidays will be observed on the actual declared holiday. In the event there is any work performed on any of the above-mentioned holidays, the employee shall receive holiday pay plus time and one-half for any hours worked on that holiday ~~time and one-half his or her normal wage rate up to a maximum of eight hours worked.~~

5.11 Personal Holiday. A regular Full Time employee who has completed his or her twelve (12) month probationary period may take four (4) "personal holidays" with pay per year. The employee must give his or her supervisor at least two (2) weeks advance notice and receive authorization before taking the personal holiday.

A regular Part-Time employee who has completed his or her twelve (12) month probationary period shall accrue personal holiday hours with pay in the same proportion

as his or her working hours bear to the normal working hours of a Full-Time employee in a comparable position.

5.12 Vacations:

Probationary Employees. A new employee with Rancho Murieta Community Services District, filling a position which is eligible for regular Full-Time appointment, shall begin the accrual of both sick leave and vacation time credits upon hire date.

Accrual Rate.

All employees who are employed on a continuous Full-Time basis shall accrue annual leave credits for each regular hour paid on the basis of the schedule below:

<u>Years of Continuous Service</u>	<u>Hours Accrued per Hour Paid</u>	<u>Max Hours of Accrual/Year</u>
Year 1 through 4	.03846	80
Year 5 through 10	.0577	120
Year 11	.0615	128
Year 12	.0654	136
Year 13	.0692	144
Year 14	.0731	152
Year 15	.0769	160
Year 16	.0808	168
Year 17	.0846	176
Year 18	.0885	184
Year 19	.0923	192
Year 20	.0962	200

5.13 Pro-rated Accruals. Part-Time employees shall earn service and vacation credits at a ratio of their hours worked to Full-Time employment. In other words, the earning rates for a 20-hour per week employee shall be at 50%, a 30-hour per week employee shall be at 75%, a 32-hour per week employee shall be at 80%, etc. No vacation, sick leave or other paid benefits are provided for temporary employees.

5.14 Usage Waiting Period. No vacation leave may be granted until an employee has completed at least six (6) months of continuous service with the District. At no time may an employee take vacation leave in excess of their accumulated balance.

5.15 Accumulation of Vacation Time:

(a) An employee may accumulate up to two (2) years of vacation accrual of vacation leave. If an employee's vacation balance exceeds this amount, they shall cease to earn vacation credits until their balance is less than the maximum accrual amount.

For example, if you accrue ten (10) vacation days per year (6 2/3 hours of vacation per month), you may accrue a maximum of twenty (20) unused days of vacation. You will not be eligible to accrue more until some of the twenty (20) days are used. At no time may you "save" any more than your twenty (20) day maximum.

~~(b) — All employees are required encouraged to take at least five (5) consecutive days of vacation leave each year. Employees that have been on extended sick leave or short term disability during the year are~~

~~exempt from the five (5) days off requirement. New hires will be exempt from the requirement until the year during which he/she was hired has been completed.~~

~~(e)(b)~~

~~(d)(c)~~ Upon approval of the General Manager an employee may receive pay for his/her earned vacation instead of taking time off, after the initial six (6) month probationary period, provided that the employee has taken at least five (5) consecutive days of vacation, administration leave and/or personal holiday time off during that year. In addition, the employee must have at least (forty) 40 hours of accrued vacation time remaining after the buy back. The vacation buy-back will be an annual event in early December coinciding with a regular pay cycle.

- 5.16 Accrued Vacation Time. Vacation time earned, to a maximum of two (2) years vacation allotment but not used by an employee at the date of adoption of this manual shall continue as a credit for vacation time.
- 5.17 Authority to Grant Time-Off. The times at which an employee may take vacation shall be at the discretion of his/her immediate supervisor and department manager. Requests will be granted with due regard for the wishes of an employee and particular regard for the need of the District to conduct business and provide services. The General Manager has the authority to ultimately deny a request for vacation leave if he/she deems it in the best interest of the District.
- 5.18 Holiday Adjustments. Holidays falling within an employee's authorized leave period shall not be charged as vacation time.
- 5.19 Double Compensation Prohibition. ~~Double compensation for any day(s) worked or leave claimed is prohibited. For example, an E~~employees shall not claim regular hours, vacation leave or sick leave for the same day(s) in a pay period.~~work their vacation and receive double compensation for their work.~~
- 5.20 Disposition of Vacation Time Upon Termination. Upon separation from employment, regular and probationary employees will be paid for their accrued vacation time. If an employee has used more vacation time than he or she has accrued, the District and the employee agree that the excess will be deducted from the employee's final check.
- 5.21 Scheduling of Vacation:
- (a) No employee has a right to take his or her vacation at a particular time. Supervisors and department managers may only grant vacation requests if District operations will not be adversely affected.
 - (b) Each January the General Manager or his/her designee shall post a vacation schedule. Employees shall fill in their vacation request by February 1 of each year.
 - (c) 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 or her current job title. However, seniority may be exercised only once by each employee in each successive choice of vacation periods.

- (d) Requests for vacation which are made after the posted period, will be granted only where vacancies exist or staffing requirements permit and only with approval of the employee's supervisor and department manager.
- (e) Employee requests for modification of the vacation schedule will usually be granted if submitted 2 weeks in advance and the request may be accommodated. Supervisor and department manager approval is required for any modifications.

5.22 Sick Leave Policy. Sick leave with pay is an insurance or protection granted in circumstances of adversity and to promote the health of the individual employee. It is not an earned right to time off from work except as specified in this policy and is not to be confused with vacation or other types of leave. It is a request for entitlement to a benefit to be exercised under appropriate circumstances. When used judiciously, sick leave benefit accruals provide the employee a cushion in the event the employee encounters a major or catastrophic illness or injury.

Paid sick leave will be granted by the District when an employee must be absent because of (1) the employee's illness, medical or dental examination, injury, disability or exposure to contagious disease which incapacitates the employee from performing his or 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 bereavement leave), or exposure to contagious disease and where the attendance of the employee is definitely required.

5.23 Accrual of Paid Sick Leave for Full and Part-Time Employees:

- (a) All employees who are employed on a continuous full-time or part-time basis shall accrue sick leave credits on the basis of up to 3.69 hours (.04615 per hour paid) per pay period to a maximum of 96 hours per year. Sick leave may accrue without limitation.
- (b) Part-Time employees shall earn sick leave credits at a ratio of their hours worked to Full-Time employment. In other words, the earning rates for a 20-hour per week employee shall be at 50%, a 32-hour per week employee shall be at 80%, etc.
- (c) All accrued sick leave may be used in the event of a catastrophic illness or injury.

5.24 Unused Sick Leave. No employee shall be compensated directly for accrued but unused sick leave upon termination of employment; however, accrued sick leave may be converted to time worked for the purposes of retirement under the District's contract with PERS.

5.25 Use of Sick Leave. Sick Leave must be accrued before taken or used.

5.26 Election Concerning Sick Leave. [Refer to Section 5.08 \(d\) regarding election of sick leave during a disability leave and Section 5.08 \(i\) regarding election of sick leave during a worker's compensation leave.](#) ~~Notwithstanding any other provision of the Personnel Manual, any regular employee, compelled to be absent from work 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 or her as regular salary and the amount received as Worker's Compensation or State Disability Insurance, not to exceed the amount of their accrued vacation time and accrued time off after the sick leave is exhausted.~~

- 5.27 Evidence of Illness. The General Manager may require any employee who is absent due to illness or injury to be examined by 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 require the employee to present a personal treating physician's certificate upon his or her return to duty stating that the employee has fully recuperated from the illness and/or injury and has no physical or mental limitations preventing the employee from performing his or her required job responsibilities. Until such a certificate is presented, the General Manager shall have the right to disallow the employee's return to work. In such cases, the employee shall continue to use accrued sick leave, if any, or shall be on authorized leave of absence without pay.

- 5.28 Unearned Sick Leave. Sick leave with pay shall not be allowed or taken until accrued. Sick leave will not be advanced.
- 5.29 Extended Sick Leave Without Pay. Any request for extended sick leave without pay due to illness or injury shall be at the discretion and approval of the General Manager. At the time of the request, the Full-Time or Part-Time employee shall submit a physician's certificate to support the request. The General Manager may approve a request for sick leave without pay for a period of up to thirty (30) days. Only the Board may approve a request for sick leave without pay for over thirty (30) days. In the event the extended sick leave qualifies as FMLA or CFRA leave, the provisions of those acts will take precedence and this Section will apply after the expiration of the leave times provided by those acts.
- 5.30 Non-Payment Upon Termination. Upon termination for any reason from District employment, an employee is not entitled to receive payment for accrued but unused sick leave.
- 5.31 Sick Leave Abuse. Violation and/or abuse of sick leave privileges will result in disciplinary action. Employees with a pattern of frequent absences for short durations and without reasonable basis may be subject to appropriate disciplinary action. Examples of potential sick leave abuse would be frequent absences following or preceding holidays, reoccurring absences on Fridays and Mondays, etc.
- 5.32 Catastrophic Illness Time Donation: Employees may donate accrued sick leave time for credit to another District employee who suffers a catastrophic illness or injury as determined by the General Manager.

*** Refer to District Policy 2011-03, Catastrophic Illness Time Donation, for policy details.**

SECTION 6.00 - TEMPORARY ASSIGNMENTS

6.01 Assignment to Temporary Work. The General Manager may temporarily assign an employee to perform work normally performed by an employee at a different level of salary.

6.02 Temporary Salary:

- (a) An employee temporarily assigned to perform work of a lower-paid employee shall not have his or her salary reduced.
- (b) An employee temporarily assigned to perform all duties of a higher-paid position shall, for the period of temporary assignment, which shall be no less than 3 consecutive days, have his/her hourly wage increased by five (5) percent.

SECTION 7.00 - EMPLOYEE ORGANIZATION, ADVANCEMENT AND COMPENSATION

- 7.01 Personnel Organization. The District is organized into several departments. Each department includes one or more job titles. Each job title has one or more authorized positions.
- 7.02 Salary Ranges. The District has adopted certain salary ranges for District employees. These ranges may be changed from time to time by District action.
- 7.03 Probationary Period:
- (a) When the General Manager appoints an existing District employee to fill a vacant position, that appointment shall be for a probationary period not to exceed six (6) months from the date of the appointment, unless otherwise required by a provision in a Memorandum of Understanding or contract. If the employee fulfills the duties of that position to the District's reasonable satisfaction and otherwise successfully completes the probationary period, the employee shall then become a regular employee in the new position.
 - (b) If during the six (6) month probationary period, the employee, appointed to a new position pursuant to Section 7.03 (a), does not perform to the District's reasonable satisfaction or otherwise does not successfully complete the probationary period, that employee shall resume his/her duties in the prior position which he/she held. The General Manager shall then take steps necessary to fill the vacant position.
 - (c) When an employee is working in a new position on a probationary basis pursuant to Section 7.03(a), the General Manager may appoint another District employee ("the other employee") to fill the first employee's position. The other employee shall also serve a probationary period in his/her new position. The other employee shall become a regular employee in the new position contingent upon successful completion of the probationary period and contingent upon the first employee, as referenced in Section 7.03(a), successfully completing his/her probationary period.
- 7.04 Annual Salary Review. Each year the General Manager will review the salary ranges paid by the District and make recommendations to the Board for any necessary changes.
- 7.05 Salary Organization. There shall be a salary range for each authorized position.
- 7.06 Performance Evaluations.
- (a) An employee's supervisor will prepare, in writing, a performance evaluation for each employee.

- (b) Performance evaluations will be prepared in the following instances:
- (1) When an employee has worked an initial six (6) month period in his or her new job position (this applies not only to newly hired employees, but also to employees who have been promoted or otherwise transferred to new job classifications);
 - (2) Annually, [for unrepresented employees](#) on the focal review date in April; salary adjustments, if applicable, to be effective May 1st. ~~For represented employees annually on the anniversary of their service date.~~
 - (3) When an employee is being considered for promotion, transfer, demotion, termination, or other disciplinary action is being considered;
 - (4) Whenever the employee's supervisor believes there has been a significant change in the employee's performance; and
 - (5) Whenever requested by the General Manager or the Board of Directors.
- (c) All performance evaluations become a permanent part of the employee's records. Only the employee involved, the employee's supervisor, the General Manager or his/her designee and the Board may have access to an employee's performance evaluations.
- (d) Upon completion of the performance evaluation, a meeting shall be held between the employee and the supervisor to discuss the employee's performance and to assist in developing the employee's maximum potential within District service.

*** Refer to District Pay for Performance Manual for complete details.**

7.07 Insurance

- (a) Group medical insurance is currently available to all regular Full-Time employees and their eligible spouse, domestic partner and dependents. An employee becomes eligible on the first day of the second calendar month following his or her appointment as a probationary employee.
- (b) Benefits currently provided include group medical, vision, dental and life insurance. Currently, the District will pay an amount established from time to time by the Board.
- (c) The Board may delete or change insurance benefits for employees and/or dependents with or without amending this manual.
- (d) Regular Part-Time and Temporary Employees, and independent contractors shall not receive, nor be entitled to, ~~no~~ District-paid health insurance benefits.

- (e) Cafeteria Plan – whereby the employee has the option of opting out of District provided medical ~~expenses-benefits~~ for cash, provided that the employee can show proof that they would have dual coverage. The opt-out ~~benefit amount is \$350.00 per month.~~
~~benefit per pay period is as follows: Employee – \$57.70, Employee + 1 – \$80.77, Employee + family – \$103.85. This amount will be distributed to the employee each pay period through their payroll check.~~
- 7.08 Worker's Compensation. Worker's compensation is provided for all employees.
- 7.09 Unemployment Insurance. Unemployment insurance is provided in accordance with current state and federal laws.
- 7.10 Retirement Program:
- ~~(a) —~~The District currently maintains membership in the Public Employees' Retirement System (PERS) for employees qualifying to be covered by this retirement plan. The contributions are specified in ~~its-the District's~~ contract with PERS or as subsequently amended. ~~Under separate policy of the Board, the District currently pays 4% of the usual 7.0% employee required contribution for the PERS system.~~
- ~~(b)(a)~~
- (b) For employees not qualifying for memberships in the PERS retirement plan, it is mandatory that these employees participate in a retirement plan, such as a Deferred Compensation Plan, in which the employee makes the contributions. This plan is administered in accordance with the agreement between the District and the plan administrator. Information on the administration and requirements of the plan are available ~~from the~~ from the District Secretary or personnel administrator.
- (c) The Board may delete or change retirement benefits with or without amending this manual.
- 7.11 Certification. Licenses and/or other certification required by Federal, State and/or Local Government law or District certification requirements will be specified by the Board and/or General Manager for each job title. Plant Operator classifications shall be limited to Treatment Plant Operator and/or Collection System Operator certificates issued by the State of California or a District-approved educational institution. Plant Operators shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates. Utility Worker classifications shall be limited to Distribution certificates and/or Collection System certificates issued by the State of California or a District-approved educational institution. Utility Workers shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates.
- 7.12 Compensation Schedule and Plan. Unrepresented District employees shall receive the compensation provided in the Pay for Performance Plan. The Board may, at any regular meeting or special meeting duly called for that purpose, modify or change the Pay for Performance Plan.
- 7.13 Salary Plan Administration:

Salary Plan Administration for all unrepresented employees is provided in the District's Pay for Performance Plan.

- 7.14 Merit Awards. The Board, at its discretion, may by resolution establish a program to pay merit awards to employees for superior and exceptional performance.

- 7.15 Compensation of the General Manager. The General Manager is directly responsible to the Board of Directors for the successful administration of the District's functions. Because of the nature of duties and responsibilities involved, the salary range of this position shall be specially established by the Board, and the Board shall conduct periodic reviews for the salary advancement of this position. Salary advancement shall be at the discretion of the Board.

SECTION 8.00 - EDUCATION AND TRAINING, AND CONFERENCES

- 8.01 Tuition Reimbursement. The General Manager upon consulting the immediate supervisor concerned shall be responsible for proper training and certification of District employees. Upon approval by the General Manager, and budget approval by the Board of Directors, an employee shall be reimbursed for his/her tuition or registration fees and books upon successful completion of the program for which prior approval has been received and which is directly beneficial to the District.
- 8.02 Professional Registration, Certification and Licensing. The District will pay fees when such registration, certification and/or licensing is a requirement of the employee's position.
- 8.03 Professional Activities. The District encourages participation in professional societies and committees when these activities are compatible with and an 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.
- 8.04 Career Development. Successful completion of training courses may be considered in approving salary advancement and making promotions. Evidence of such activity shall be submitted to the District for inclusion in an employee's personnel records.

**** Refer to District Policy 2011-01, Continuing Education and Tuition Reimbursement, for complete details.***

SECTION 9.00 - REIMBURSEMENT OF INCURRED EXPENSES

9.01 Reimbursement for Meals:

Travel Meals. 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 detail itemized receipts to the District to initiate reimbursement.

Overtime Meals. The District will reimburse, upon prior authorization, an employee for a meal when the employee is required to perform work for two (2) hours beyond the regular work hours and for an additional meal for each approximately 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 detail itemized receipts to the District to initiate reimbursement.

9.02 Reimbursement for Mileage. When authorized in advance by the General Manager, an employee directed to utilize his or her personal vehicle in the conduct of District business shall be entitled to reimbursement at the current District mileage allowance rate. The employee must submit an accounting of actual mileage on District business to initiate reimbursement.

9.03 Reimbursement for Lodging. When authorized in advance by the General Manager, an employee who is away from his or 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 or her discretion may allow an "advance allowance" to employees when employees are required to attend training seminars or educational programs. 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 within thirty (30) days.

*** Refer to District Policy 2009-07, Travel and Expense Reimbursement Policy, for complete details.**

SECTION 10.00 - PUBLIC RELATIONS

- 10.01 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.
- 10.02 Grooming & Safety. All employees shall maintain a standard of grooming and safety commensurate with public service. Maintenance personnel shall observe suitable safety precautions when working in situations of unusual potential hazards. Department heads may establish specific grooming and safety standards applicable to the requirements of their operational needs.
- 10.03 Authority to Represent District. 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 obligated 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.
- 10.04 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.
- 10.05 Acceptance of Gifts. Every District employee is prohibited from soliciting or accepting favors or gifts from the public served by the District, persons seeking to sell goods or services to the District or from other persons or corporations, exceeding in value \$50.00 from any one source in any twelve (12) month period. Acceptance of favors or gifts offered which exceed \$50.00 require prior Board Approval.
- 10.06 Outside Employment.
- District Employment Priority. Full-Time employees may not carry on concurrently with their Rancho Murieta Community Services District employment any private business or undertaking, attention to which affects the time or quality of their work or which tends to discredit the District.
- Outside Employment Approval. Outside work or private business or undertaking of Full-Time employees shall receive the approval of the General Manager prior to the initiation of the outside employment. Any employment 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. is prohibited.

SECTION 11.00 - EQUIPMENT, PREMISES AND UNIFORMS

- 11.01 Motor Vehicle Driving Record Requirements. All employees required to drive as part of their job duties must possess a valid California motor vehicle driver's license and possess a driving record commensurate with the District's ability to protect its insurability under its automobile liability policies. Failure to maintain such a record, affecting an employee's ability to operate a vehicle, is cause for disciplinary action and/or termination. The District participates in the Department of Motor Vehicles Employer Pull Notice Program as a means to keep apprised of the driving records of employee's required to drive as part of their job duties.
- 11.02 Business Usage. Rancho Murieta Community Services District vehicles and equipment are to be used for District business. In the event there's an anticipated need to use a District issued vehicle on personal business, the employee will request permission from the General Manager in advance (such approval shall be provided only under mitigating circumstances and on rare occasion).
- 11.03 Incidental Personal Use. Any employee assigned a District vehicle may not use the vehicle for personal purposes, other than for commuting or de minis personal use (such as a stop for a brief personal errand on the way between a business activity and the employee's home.)
- * Refer to District Policy 2012-05, District Driving Policy, for complete details applicable to Sections 11.01, 11.02 and 11.03.*
- 11.04 Use of Private Vehicle on District Business. In the event there is an anticipated need to use a private vehicle for District business the employee shall be reimbursed at the current District mileage allowance rate.
- * Refer to District Policy 2009-07, Travel and Expense Reimbursement Policy, for complete details applicable to Sections 11.04.*
- 11.05 Safety Equipment. Necessary safety equipment will be purchased and available to all employees of the District who are required to use 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 replace District equipment or to purchase his or her own equipment if, in the opinion of the General Manager, neglect or carelessness on the part of the employee has occurred.
- 11.06 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.
- 11.07 Personal Use of District Premises. Use of District premises for personal use is not permitted except as a member of the public. Written permission is required.

11.08 Uniforms. The District will provide two (2) sets of uniforms per year for each Security Officer. The District contracts with a uniform service for Field Operations employees. Employees are required to wear the uniforms while on duty. District jackets or shirts shall be worn as an outside garment except when the employee is wearing authorized wet weather gear. This display of District uniforms and emblems is to permit identification of employees by the public and to present an appropriate appearance. The employee is responsible for his or her uniforms during employment. Security Officers are responsible for laundering of their uniforms. ~~Security Officers shall provide, at the Security Officers' sole expense, the necessary leather as part of the uniform.~~

11.09 Wet Weather Gear. District will provide wet weather gear (raincoat, rain hats, boots, etc.) as may be necessary, up to an amount determined by the District, for employees who are required to work in inclement weather.

**** Refer to District Policy 2010-11, Uniform and Dress Guidelines, for complete details applicable to Sections 11.08 and 11.09.***

11.10 Return of District Equipment. The employee and District agree that upon separation from employment the employee will return all District property on his or her last day of work. Failure to do so shall constitute authorization for the District to take all legal recourse available.

11.11 Smoking Policy. Use of tobacco substances (including but not limited to smoking and chewing tobacco) by District employees is restricted to the employee's scheduled work breaks and lunch time.

Use of tobacco is prohibited within any District facility or District vehicle and any areas where the public may be present, including any and all areas where smoking is restricted by law or postings.

Where the use of tobacco is allowed, the using employee shall be responsible for the appropriate non-hazardous containment and disposal of the tobacco wastes including cigarettes, butts, ashes and chewing tobacco spittle.

**** Refer to District Policy 2011-10, Use of Tobacco Product On District Property, for complete details applicable to Section 11.11.***

SECTION 12.00 - DISCIPLINARY ACTION AND DISMISSAL

The discipline procedures in this section represent guidelines which the District believes are generally appropriate to govern employee conduct. However, they are not absolute rules. The District retains discretion to determine what constitutes proper disciplinary action and procedure in each individual situation.

These guidelines do not grant any employee a specific guarantee that any particular disciplinary decision or procedure will be utilized by the District. As stated in Section 1.08, all employees serve at the will of the District and may be disciplined (up to and including termination) for any reason the District finds sufficient. No property right, right to be disciplined only for "cause", permanent employee status, or procedural right is conferred by this Personnel Manual.

- 12.01 Initiation of Disciplinary Action or Dismissal. Disciplinary action or dismissal may be initiated by the Board, General Manager on his or her own initiative, or upon written recommendation to the General Manager by the employee's supervisor.
- 12.02 Nature of Disciplinary Action. Disciplinary action may include written warning, suspension with or without pay, involuntary demotion, reduction in pay or dismissal.
- 12.03 Grounds for Disciplinary Action or Dismissal. The District reserves the right to dismiss an employee at any time. All District employees are at-will employees who serve at the pleasure of the District. The following list of causes for disciplinary action is included in this manual for illustrative purposes only. The publication of this list does not confer a right to be disciplined only for "cause". The District may discipline an employee for any reason it deems sufficient. Grounds for disciplinary action or dismissal for Full-Time or Part-Time employees include, but are not limited to, the following:
 - (a) Fraud, misrepresentation of fact, or concealment when securing initial or continued appointment with the Rancho Murieta Community Services District;
 - (b) Unauthorized, unjustified, recurring, or excessive 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 or her employment;
 - (d) Conduct unbecoming to an employee in public service, tending to bring discredit to the District;
 - (e) Disorderly or immoral conduct;
 - (f) Incapacity due to mental or physical disability when such incapacity so substantially interferes with proper job performance that reasonable accommodation cannot be made;
 - (g) Incompetence and/or inefficiency (i.e. failure to adequately perform job assignments);
 - (h) Insubordination (i.e. willful failure to follow necessary and reasonable directions of supervisor);
 - (i) Possession or consumption of alcoholic beverages during work hours or working while intoxicated;

- (j) Possession or use of narcotics, habit-forming, or any illegal or intoxicating drugs or controlled substances during the business workday (other than use of drugs as specifically prescribed by a licensed physician), or being under the influence while at work;
- (k) Inexcusable neglect of duty;
- (l) Negligence of, willful damage to, waste of, or unauthorized use of District's supplies, equipment or premises;
- (m) Failure to follow safety instructions or directions;
- (n) Employee use of District equipment for personal use;
- (o) Participation by an employee in an unauthorized or illegal strike or work stoppage which affects the District or District operations;
- (p) Any conduct which adversely affects the operation of the District, the health and welfare of District employees or the safety of District property;
- (q) Failure to maintain licenses or certifications required to perform the duties of an assigned position;
- (r) Discourteous treatment of the public or other employees;
- (s) Improper political activity during the business workday or on District premises;
- (t) Willful disobedience of safety rules, regulations, policies, practices, and procedures which indicates a lack of concern for injury to self or others; and
- (u) Willful disregard of District rules, regulations or policies.

12.04 Disciplinary Action by General Manager:

- (a) Scope of Authority. Any employee may, by written or verbal order, be suspended, involuntarily demoted, reduced in compensation, or dismissed by the General Manager.

Notice: In all situations involving a disciplinary action or dismissal of a Full-Time or Part-Time employee who has completed his or her probationary period, a notice may be served on the employee either personally or by mail (return receipt requested) at the last known address on file with the District. The notice may include the following:

- (1) The statement of the nature and the proposed effective date of the intended disciplinary action or dismissal;
- (2) A statement of the nature of the causes for action;
- (3) A statement in ordinary and concise language of all specific facts or omissions upon which the causes of the intended action are based;

- (4) A statement that copies of all documents and other materials which support the proposed action are available for examination at the District office; and
- (5) A statement advising the employee of his or her rights to respond orally or in writing to the notice prior to the decision on the intended disciplinary action or dismissal. Any response should be directed to the General Manager and must be made within five (5) calendar days of the date of the notice.

12.05 Suspension Pending Action: Prior to the effective date of any disciplinary action or dismissal, the General Manager may suspend with or without pay the affected employee if the General Manager determines such suspension is necessary to protect the health, safety and welfare of the inhabitants and other employees of the District. The rights and benefits provided to an employee so suspended shall not otherwise be affected.

12.06 Review Decision: Prior to a final decision on any intended disciplinary action or dismissal, the General Manager may consider any written response timely submitted by an employee and may meet with any employee who has timely requested to be orally heard. Such a meeting should take place within five (5) calendar days of the date of the request or on the date mutually agreed upon. The General Manager shall make a good faith effort to render a decision within ten (10) calendar days of the last day to submit a response, whichever applies. The decision shall be effective the day that it is made and on that day the affected employee may be informed thereof either personally or by mail at his or her last known address on file with the District.

12.07 Effect of Decision:

- (a) When a Full-Time or Part-Time employee is suspended without pay for thirty (30) or fewer calendar days, employee and employer contributions to benefits will be continued. 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) No benefits will be paid by the District for suspension over thirty (30) calendar days. An employee may continue appropriate benefits by making the payments necessary.

12.08 Effect of Dismissal: Upon the effective date of dismissal, the District shall cease to provide any benefits for the Full-Time or Part-Time employee.

- 12.09 Appeal from Decision. Appeal procedures are established for regular At-Will employees as guidelines for personnel administration, and confer no procedural rights.

A Full-Time or Part-Time employee may appeal a decision to implement an intended disciplinary action or dismissal. The Full-Time or Part-Time employee shall file a Notice of Appeal with the Board within ten (10) business days of the effective date of the decision. The Notice of Appeal shall state the name of the employee, the date and nature of the decision appealed, the name of the person who rendered the decision, and the grounds of the appeal stating all specific facts or omissions upon which the appeal is made. The Board shall hold a hearing at which time evidence will be received by the Board, no later than sixty (60) days from the date of the appeal, unless otherwise agreed to by the parties. The decision of the Board of Directors is final.

- 12.10 Failure to File Notice of Appeal. If a Full-Time or Part-Time employee fails to file a Notice of Appeal within the time specified, the disciplinary action or dismissal shall become final without further action.

SECTION 13.00 - LAYOFFS & SEPARATIONS

13.01 Reductions in Workforce; Layoffs:

It is the policy of the District that whenever, in the judgment of the Board of Directors, it becomes necessary to abolish any position of employment, the employee holding such position of employment shall, if no other vacancy within the class exists, be laid off or demoted without disciplinary action and without the right to appeal. A vacancy is one which is not intentionally being held open or unfilled by the District.

13.02 Notification. Employees to be laid off shall be given, whenever possible, at least fourteen (14) calendar days' prior notice.

13.03 Vacancy and Demotion. Except as otherwise provided, whenever there is a reduction in the workforce, the department head shall first demote [the employee subject a layoff](#) to a vacancy, if in the same class series or in a lower class for which the employee ~~who is the latest to be laid off~~ is qualified. All persons so demoted shall have their names placed on a reemployment list for the class from which they were ~~laid off~~[demoted](#).

13.04 Employee Rights. An employee affected by layoff shall have the right to displace an employee in the same department who has less seniority in a lower class, in the same class series or in a lower job title in which the affected employee once had regular employee status. For the purpose of this Section and all other purposes, seniority includes all periods of Full-Time service at or above the job title level where layoff is to occur.

13.05 Seniority - Displacement. In order to displace to a former or lower class, an employee must have more seniority than at least one of the incumbents in the lower class and request displacement action in writing to the General Manager within five (5) calendar days of receipt of notice of layoff.

13.06 Salary Upon Layoff Demotion. Employees displaced to a lower class shall be placed at the salary step of the lower class representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

13.07 Layoff Order. In each class of positions to be affected by layoff, employees shall be laid off according to employment status in the following order: temporary, probationary, Part-Time and Full-Time regular status.

(a) Temporary and probationary employees shall be laid off according to the needs of the service as determined by the General Manager.

(b) Regular status employees shall be laid off on basis of performance records and qualification.

13.08 Reemployment List. The names of persons laid off shall be carried on reemployment lists for twelve (12) months, except that persons appointed to regular positions of the same level as that which laid off, shall, upon such appointment, be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for one (1) year.

13.09 Resignation from Service. An employee electing to leave the District in good standing shall file with the department head a written resignation stating the effective date and reasons for leaving at least two (2) weeks before leaving the service, unless such time limit is waived by the General Manager. Failure to give notice as required by this rule may be cause for denying future employment by the District.

SECTION 14.00 - GRIEVANCES

- 14.01 Purpose of Grievance Procedure. The grievance procedures set forth are designed to resolve grievances informally and to provide an orderly procedure for such resolution. The grievance procedure is available only to regular Full-Time or Part-Time employees.
- 14.02 Policy. Any regular Full-Time or Part-Time employee in the District's employment may make an appointment with their immediate supervisor to discuss his/her work and working conditions, and to discuss any violation, misinterpretation, or inequitable application of these rules and regulations. 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 General Manager.
- 14.03 Time Limits. Each person involved in a grievance shall act quickly so that the grievance may be resolved promptly. Each person shall make every effort possible to complete action within the time limits contained within these grievance procedures. But, ~~but~~ with the written consent of the other parties involved, the time limits of any step may be extended.
- 14.04 First Step - Grievance Procedure. This is the informal discussion stage. Within ten (10) calendar days of an event or specific incident giving rise to a grievance, an employee shall seek initial adjustment of the grievance with his/her department head. Should the department head be unable to make a satisfactory adjustment, or be a party to the grievance, the employee may seek adjustment through the General Manager. The employee shall have the decision or response from the department head within five (5) calendar days.
- 14.05 Second Step - Grievance Procedure. This is the formal grievance stage. A written description of the grievance shall be provided to the General Manager. The written description shall include name(s) of grievant(s), date the grievance is initiated, statement of any previous action upon the grievance, a clear statement of the nature of the grievance, a proposed solution to the grievance, and the signature of the grievant(s). The General Manager shall give his/her decision in writing to the grievant(s) within five (5) calendar days after the grievance is filed.
- 14.06 Third Step - Grievance Procedure. Should the General Manager be unable to make a satisfactory adjustment within five (5) calendar days, or be a party to the grievance, the employee may seek adjustment from the Board of Directors within five (5) calendar days of the decision being rendered by the General Manager. If the grievant does not appeal the decision to the Board in writing within five (5) calendar days, the issue will be considered settled. The appeal shall state the date and nature of the grievance, and shall state all specific facts or omissions upon which the appeal is based.
- 14.07 Hearing of Appeal. Within ten (10) calendar days of the filing of an appeal, the Board shall have a meeting with the aggrieved and/or his representative.
- 14.08 Decision on Appeal. Within ten (10) calendar 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.
- 14.09 Reports to Board of Directors. The Board of Directors shall receive copies of all formal grievances and all grievance decisions of the General Manager.

- 14.10 Complaints of Discrimination and Sexual Harassment. If an employee experiences an incident felt to be in violation of the discrimination and/or sexual harassment prohibitions they should report the incident according to Policy 2011-04, Harassment of Any Nature (including Sexual Harassment).

SECTION 15.00 - AFFIRMATIVE ACTION PLAN

- 15.01 General Policy. It shall be the policy of the District to provide equal opportunity in employment for all qualified persons regardless of race, sex, color, religion, national origin, age, sexual preference, ancestry, marital status, pregnancy or physical and mental handicap, and to maintain an affirmative action program of whatever scope is necessary to prevent discrimination. This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs.
- 15.02 Goals. Rancho Murieta Community Services District has adopted an Affirmative Action Program to ensure that personnel decisions are job-related and to further the principle of equal employment opportunity. The District recruits, hires, trains, and promotes qualified persons at all levels of the work force and provides reasonable accommodation to qualified employees and applicants with a known disability who can perform the essential functions of the job.
- 15.03 Designation of Responsible Person. The General Manager is designated as the Affirmative Action Officer for the District. He or she shall be responsible for developing policies and procedures for the District's Affirmative Action Plan and will also be responsible for implementing such policies and procedures.

It is the responsibility of all managers and supervisors to ensure that all personnel actions and programs are administered in accordance with the principle of equality of opportunity and treatment to all.

SECTION 16.00 - DRUG & ALCOHOL ABUSE POLICY

The District has an obligation to its officers, employees and members of the public to take reasonable steps to provide an alcohol and drug free workplace and to deliver services to the public in a safe manner.

No employee shall be under the influence of any substance which impairs safe and productive performance while on District business, or on District property.

**** Refer to District Policy 2011-09, Drug and Alcohol Use, for complete details.***

SECTION 17.00 - CONFLICT OF INTEREST

- 17.01 Policy. No employee shall have a direct or indirect interest in District property, property under consideration for purchase by the District, or a contract with the District which violates any laws of the State of California relating to such conflict of interest matters.
- 17.02 Notification Requirements. All notification actions required by the law shall be strictly followed by employees. It shall be the responsibility of employees who may be in potential violation of the statute to familiarize themselves with the provisions and intent of the statute.
- 17.03 Unfair Economic Gain It is the policy of the District that no employee shall be in a position to realize unfair economic gain by virtue of their status with the District.

SECTION 18.00 - INJURY & ILLNESS PREVENTION PROGRAM

- 18.01 Purpose. The District's Injury & Illness Prevention Program is designed to prevent injuries, illnesses, and accidents in the workplace. The primary purpose of this program is to ensure the safety and health of District workers and to provide a safe and healthful work environment. A complete copy of this program is maintained in the Administration Office and is available for each employee's review.
- 18.02 Housekeeping Policy. Good housekeeping is an integral part of any effective program. Keeping work areas neat and clean reduces the chances of accidents and injuries. Well organized work areas also increase the ability of employees to perform their jobs efficiently. Each employee is responsible for keeping their work area neat and orderly. Housekeeping inspections will be conducted in each department on a regular basis.
- 18.03 Responsibility For Safety and Health. All employees of the District are responsible for working safely and maintaining a safe and healthful work environment.
- 18.04 Program Administrator. The Injury and Illness Prevention Program Administrator is the Security Chief. The Administrator is responsible for the overall implementation and maintenance of the District's program.