

***HUMAN RESOURCES  
POLICY AND PROCEDURES MANUAL***

**SAUSALITO-MARIN CITY SANITARY DISTRICT**

**Board Adopted November 5, 2024**



**TABLE OF CONTENTS**

	<b><u>Page</u></b>
STATEMENT OF PURPOSE.....	1
DISCRIMINATION AND HARASSMENT PROHIBITED .....	1
APPLICABILITY PROCEDURES TO EMPLOYEES.....	2
AT WILL MANAGEMENT EMPLOYEES .....	3
MISSION STATEMENT & CORE VALUES .....	4
DISTRICT RIGHTS.....	4
PROCEDURE 1 -CLASSIFICATION AND COMPENSATION PLAN .....	5
PROCEDURE 2-ANNOUNCEMENT OF VACANCIES .....	7
PROCEDURE 3-APPLICATIONS.....	7
PROCEDURE 4-SELECTION PROCEDURE.....	8
PROCEDURE 5 - ELIGIBLE LISTS .....	8
PROCEDURE 6 - APPOINTMENTS.....	9
PROCEDURE 7 - NEPOTISM POLICY.....	10
PROCEDURE 8 - TEMPORARY OUT OF CLASSIFICATION ASSIGNMENT .....	10
PROCEDURE 9 - PROBATION .....	10
PROCEDURE 10 - TRANSFER.....	11
PROCEDURE 11 - PROMOTION .....	11
PROCEDURE 12 - PERFORMANCE EVALUATIONS .....	11
PROCEDURE 13 - DISCIPLINARY POLICY.....	12
PROCEDURE 14 - GRIEVANCE PROCEDURE FOR ALLEGED VIOLATIONS OF THE HUMAN RESOURCES PROCEDURES OR MEMORANDUM OF UNDERSTANDING .....	15
PROCEDURE 15 - RESIGNATION .....	16
PROCEDURE 16 - LAYOFF OR DEMOTION DUE TO LACK OF WORK OR FUNDS OR REORGANIZATION .....	16
PROCEDURE 17 – REINSTATEMENT .....	17
PROCEDURE 18 - RETIREMENT.....	17
PROCEDURE 19 - HOURS OF WORK AND ATTENDANCE.....	18
PROCEDURE 19a – WORK SCHEDULES .....	18
PROCEDURE 19b - SHIFT AND WEEKEND OPERATIONS.....	19
PROCEDURE 20 - OVERTIME AND COMPENSATORY TIME OFF.....	19
PROCEDURE 21 - STANDBY .....	20
PROCEDURE 22 - HOLIDAYS.....	22
PROCEDURE 23 - LEAVES OF ABSENCE .....	23

PROCEDURE 25 - REASONABLE ACCOMMODATION FOR DISABILITIES .....	30
PROCEDURE 26 - WORKERS' COMPENSATION FOR WORK-RELATED INJURIES .....	30
PROCEDURE 27 - FITNESS FOR DUTY .....	30
PROCEDURE 28 - BENEFITS .....	31
PROCEDURE 29 - INCENTIVES.....	34
PROCEDURE 30 - TRAINING AND CERTIFICATIONS.....	35
PROCEDURE 31 - SAFETY.....	35
PROCEDURE 32 - ACCEPTANCE OF GIFTS AND OTHER INCOMPATIBLE ACTIVITIES .....	35
PROCEDURE 33 - OUTSIDE EMPLOYMENT .....	36
PROCEDURE 34 - MAINTENANCE OF VALID DRIVER'S LICENSE AND ACCEPTABLE DRIVING RECORD .....	36
PROCEDURE 35 - USE OF DISTRICT EQUIPMENT/AUTOMOBILE USE .....	36
PROCEDURE 36 - USE OF DISTRICT TELEPHONES AND CELLPHONES.....	37
PROCEDURE 37 - USE OF DISTRICT COMPUTER RESOURCES .....	37
PROCEDURE 38 - GROOMING POLICY.....	38
PROCEDURE 39 - DISTRICT-SUPPLIED SAFETY UNIFORMS AND EQUIPMENT.....	38
PROCEDURE 40 - DRUG AND ALCOHOL ABUSE POLICY .....	38
PROCEDURE 41 - NO SMOKING POLICY .....	43
PROCEDURE 42 - VIOLENCE IN THE WORKPLACE POLICY.....	43
PROCEDURE 43 - PERSONNEL RECORDS.....	45
PROCEDURE 44 – PAYMENT GUIDELINES FOR WORK-RELATED EXPENSES .....	46
PROCEDURE 45 - EMPLOYEE ORGANIZATIONS AND EMPLOYER-EMPLOYEE RELATIONS .....	47
Article I - General Provisions.....	47
Article II - District Rights.....	48
Article III — Rights of District Employees.....	49
APPENDIX DEFINITIONS.....	50

## **STATEMENT OF PURPOSE**

The Human Resource Policy and Procedures are applicable to District employment and shall be interpreted uniformly in order to obtain and retain the best-qualified personnel available and to assure that appointments and promotions will be made according to merit and fitness.

Employment under these procedures and regulations shall not constitute an employment contract. While the District attempts to adhere to the principles of progressive discipline, nothing in this document mandates the application of progressive discipline. This document may be modified from time to time by the District Board of Directors as they see fit.

Neither the General Manager nor any supervisor has the right to orally amend or modify the terms and conditions of these policies and procedures as they would be applied in any given instance. Amendment or modification can only be made by formal revisions to these procedures and regulations by the District Board.

The General Manager shall be responsible for the administration of these procedures and regulations. The Manager shall formulate and submit to the Board substantive revisions and amendments to the procedures, and standard procedures relating to the procedures and regulations, as necessary.

## **DISCRIMINATION AND HARASSMENT PROHIBITED**

It is the policy of the District to employ persons having the best available skills to efficiently provide high-quality service. Accordingly, the District shall provide equal opportunity for all persons in all aspects of employment, including recruitment, hiring, promotion, transfer, training, compensation, benefits, working conditions, reduction-in-force, reinstatement, and all other matters of employment.

Such equality of opportunity shall be based solely on job-related knowledge, skills, and job performance and shall be without discrimination because of race, color, religion, ancestry, national origin, age sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression physical or mental disability, medical condition, genetic information, marital status, military or veteran status political affiliation/belief and any other basis protected by law. Further, the District condemns and prohibits discrimination or harassment of any individual because of that individual's race, color, religion, ancestry, national origin, age ), sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions ), sexual orientation, gender identity, gender expression, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, political affiliation/belief and any other basis protected by law.

The District does not condone and will not tolerate any such discrimination or harassment by any individual employed by the District, any District-appointed officials, or any persons with whom the District has a business, service or professional relationship.

Employees who engage in acts of discrimination or harassment shall be subject to severe disciplinary action up to and including termination.

Retaliation against individuals who complain of harassment or discrimination or who participate in an investigation into harassment or discrimination shall not be tolerated. Employees who engage in such retaliation shall be subject to severe disciplinary action up to and including termination.

Harassment includes, but is not limited to:

- A. Verbal harassment such as epithets, derogatory comments, or slurs;
- B. Physical harassment such as assault, impeding or blocking movement, or any physical interference with normal work movement directed at an individual;
- C. Visual forms of harassment such as derogatory posters, cartoons, or drawings; or
- D. Sexual harassment such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, such as name calling, suggestive comments, or lewd talk and jokes:
  - 1) if submission to such conduct is made a term or condition of working at the District;
  - 2) if submission to or rejection of such conduct is the basis for employment decisions; or
  - 3) if such conduct unreasonably interferes with the individual's work performance or has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Sexual harassment refers to conduct that is not welcome, that is offensive, that fails to respect the rights and dignity of others, that lowers morale and that, therefore, interferes with work effectiveness.

If an employee believes that he or she is the victim of discrimination or harassment, that employee shall immediately report the incident to his or her immediate supervisor. If the immediate supervisor is involved in the reported conduct or, if for some reason the employee feels uncomfortable about making a report to that supervisor, the report shall be made to the Operations Superintendent or General Manager. If the General Manager is involved in the reported conduct, the report shall be made to a member of the Board of Directors' Personnel Committee. Reports may be made on the attached Complaint form (**See Attachment A**).

The District will investigate any such report of discrimination or harassment and will take whatever corrective action is deemed necessary, including disciplining or discharging any individual who is believed to have violated this prohibition against discrimination/harassment.

Employees found to have been dishonest or uncooperative during an investigation into allegations of harassment or discrimination may be subject to disciplinary action up to and including termination.

## **APPLICABILITY PROCEDURES TO EMPLOYEES**

The provisions of these procedures shall apply to the classified service. The classified service shall comprise all offices, employments and positions in the District, except:

- 1. Elective offices.
- 2. Members of appointive boards, commissions and committees.
- 3. Persons engaged under contract to supply expert, professional, technical or other services.

4. Volunteer personnel.
5. Limited service personnel:
  - a. Persons employed by the District not more than six months during a fiscal year for special purposes;
  - b. Part-time employees paid by the hour or day.
  - c. Contractors working on site.

## **AT WILL MANAGEMENT EMPLOYEES**

1. The District's positions are designated in the job descriptions as at-will employees who serve at the pleasure of the Board of Directors and whose employment can be terminated by the Board of Directors at any time with or without cause, with or without advance notice, and without the right of appeal. Other positions may be designated as at-will positions, as set forth in the offer letter for those positions.
2. The District's positions designated in the job description or employment agreement as "at-will" positions shall be subject to and required to abide by the PROCEDURES, regulations, and procedures set forth in these Procedures and Standard Procedures promulgated there under except that positions which have been designated as at-will shall not be subject to Procedure 16 (Probation) and Procedure 20 (Disciplinary Policy Procedures).
3. The District's positions designated in the job description as "at-will" shall be entitled to the fringe benefits set forth in the current Personnel Procedures unless superseded by a written contract signed by the President of the Board. Any such superseding contract is effective only if it is in writing and signed by the President of the Board.
4. The General Manager is directly responsible to the District Board for the successful administration and management of all District Operations to include the Management or "at-will" employees. Because of the nature of the duties and responsibilities, Management employee's salary rates, shall be established separately by the District Board of Directors and may be increased or decreased in such amount and at such time as the District Board may thereafter decide. The remaining at will employees' salary rates shall be set by the General Manager.
5. The Board of Directors shall review the performance of the General Manager initially after six months and then annually thereafter using a process that provides for discussion and encourages feedback for the evaluation of performance and mutually developed goals. See **Attachment B** for guidelines and review form. At least once each fiscal year, a Committee of the Board will meet with the General Manager to review and discuss the Manager's performance.
6. The General Manager will meet with Management employees to review and discuss their performances and any salary rate increase annually.

## **MISSION STATEMENT & CORE VALUES**

### Mission / Vision

The Sausalito-Marín City Sanitary District provides wastewater collection and treatment services for our communities and protects public health, the environment and the bay.

### Core Values

Recognizing that wastewater treatment is a vital component of protecting public health, the environment and the bay, the SMCS D will:

- Operate and maintain a safe wastewater treatment plant.
- Meet all regulatory requirements.
- Provide a high-quality workplace by fostering professional growth, teamwork, and job satisfaction;
- Deliver services to our community that are efficient, economical, and environmentally sustainable;
- Use technology to provide accessible and useable information to both our communities and staff;
- Manage and protect assets and investments through sound financial policies and business practices;
- Collaborate with neighboring agencies to achieve efficiencies for the public and to protect the environment;
- Encourage stakeholder discussion and development of strategies for protecting the bay and addressing regional wastewater issues; and
- Promote public participation, education and understanding of the services we provide.

## **DISTRICT RIGHTS**

Except as otherwise specifically provided in this procedure or subsequent ones, the District has, and retains, the sole and exclusive rights and functions of management, including, but not limited to, the following:

1. The right to determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
2. The right to manage all facilities and operations of the District, including the methods, means and personnel by which the District's operations are to be conducted.
3. The right to schedule working hours, allot and assign work.
4. The right to establish, modify or change work schedules or standards.
5. The right to direct the workforce, including the right to hire, promote, demote, or transfer any employee.
6. The location of all plants and facilities.
7. The determination of the layout and the machinery, equipment or materials to be used.
8. The determination of processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
9. The determination of the size and composition of the workforce.
10. The determination of policy and procedures affecting the selection or training of new employees.

11. The establishment, assessment and implementation of employee performance standards, including, but not limited to, quality and quantity standards, the assessment and procedures for assessment of employee performances and physical requirements and tests to assess physical requirements, including physical fitness for duty examinations.
12. The control and use of District's property, material, machinery or equipment.
13. The scheduling of operations and the determination of the number and duration of shifts.
14. The determination of safety, health and property protection measures.
15. The transfer of work from one job to another or from one plant or unit to another.
16. Introduction of new, improved or different methods of operations, or changes in existing methods.
17. The right to demote or relieve employees from duty for lack of work or other reasons deemed legitimate by management.
18. The rights to reprimand, suspend, discharge or otherwise discipline employees for cause. The judgment of management shall govern except for an abuse of discretion.
19. The establishment and determination of job classifications.
20. The right to take such other and further action as may be necessary to organize and operate the District in the most efficient and economical manner and in the best interest of the public it serves.

The exercise of management rights shall not preclude employees or employee organizations from presenting grievances concerning the effect of said action upon the employees; provided, however, the basic right of management to act hereunder or make such decisions is unimpaired.

#### **PROCEDURE 1 -CLASSIFICATION AND COMPENSATION PLAN**

1. A position classification plan is hereby established and approved:
  - A. Each position in the classified service shall, on the basis of the duties and responsibilities of the position, be allocated to an appropriate class. A class may include more than one position.
  - B. Positions in a single class shall be sufficiently alike to permit the use of a single descriptive title for the class, the use of substantially the same standards of experience and education for each such position, and application of the same pay range to each such position.
2. The District's salary plan shall provide five salary steps for each class. Step increases shall be earned, shall be subject to satisfactory service and shall not be considered a right of the employee. Generally, employees will be hired at the minimum step for the class; however, the General Manager has the authority to exercise his/her discretion to hire at a higher step, depending on the applicant's qualifications. Generally, the first step increase will accompany a satisfactory performance review at the end of the probationary period and annually thereafter if performance is satisfactory and the General Manager, in his/her discretion, determines that an increase is appropriate.
3. The General Manager may review the duties and responsibilities of positions and recommend to the Board of Directors:
  - A. The creation of new classes;
  - B. The consolidation of existing classes; and
  - C. The abolition of existing classes.



4. The General Manager may, upon his/her own initiative, and/or upon the recommendation of the Operations Superintendent, and or upon the request of an employee, reallocate a position to a different class whenever its duties change materially, provided the reclassification can be accomplished within budget limitations.
5. When the duties of a position so change that no appropriate class for it exists, the General Manager shall:
  - A. Prepare an appropriate class specification for it;
  - B. Submit it to the Personnel Committee for recommendation;
  - C. Submit it to the Board of Directors for approval.
6. Reclassification of a position may not be used to circumvent the procedures concerning demotion, promotion, or compensation.
7. A compensation plan shall prescribe for each class a flat rate or salary range. Consideration is given to wages/salaries and benefits paid in the surrounding labor market area in determining Sausalito-Marín City Sanitary District salary ranges.
8. In case the salary range for a class is changed by the Board of Directors, all employees whose positions are allocated to this class shall be adjusted to the corresponding step in the new range, unless otherwise provided in a Board-approved Memorandum of Understanding.
9. An employee whose position is moved from one class to another class with the same salary range shall receive no change in salary.
10. Where a regular employee is moved from one class to a class with a higher maximum salary, his/her salary in the higher class shall be the minimum salary for that class, unless that minimum is lower than, or the same as, his/her salary at the time s/he is moved. In that event the employee shall receive the next higher step within the pay range of the higher class. The General Manager has the authority to exercise his/her discretion to place an employee at a higher step above the minimum depending on the employee's job performance and duties, skills and abilities.
11. When an employee is demoted (i.e., moved from one class to a class with a lower maximum salary), the General Manager shall set for him/her a salary within the salary range of the class to which s/he has been demoted. In this event, the employee's anniversary date shall be the same as the effective date of demotion.
12. An employee whose position is reclassified from one class to a class with a lower maximum salary shall retain his/her anniversary date and shall:
  - A. If his/her salary at the time the reclassification is affected does not exceed the maximum salary for positions of the lower class, retain that salary; and
  - B. If that salary does exceed that maximum, continue to receive his/her present salary until such time as the maximum salary for the class exceeds his/her rate of pay.
13. The compensation and benefits of the General Manager, shall be set by the Board of Directors while Non-represented employees shall be set by the General Manager.

14. The compensation and benefits of represented employees shall be determined pursuant to collective bargaining and set forth in the applicable Board-adopted Memorandum of Understanding.

## **PROCEDURE 2-ANNOUNCEMENT OF VACANCIES**

1. Notices of employment opportunities in the classified service shall be:
  - A. Posted in the District offices;
  - B. Publicized in any other way necessary to attract the best possible qualified candidates.
2. Such notices shall:
  - A. List the classes in which vacancies occur or are anticipated;
  - B. Specify the class title, salary range, the nature of the work performed, and the qualifications required for employment in the class;
  - C. State when and where to file applications for employment; and
  - D. Provide general information about the selection procedure to be used.

## **PROCEDURE 3-APPLICATIONS**

1. The form by which a person applies for a position in the classified service shall be prescribed by the General Manager or his/her designee and shall require:
  - A. Information about the applicant's training, experience, and qualifications; and
  - B. Additional information the General Manager deems pertinent to an evaluation of an applicant's fitness for a position.
2. Applications for a vacant position shall be filed with the General Manager on or prior to the closing date for the receipt of applications as specified in the notice announcing the vacancy.
3. The District may disapprove an application, may disqualify an applicant in an examination, may refuse to place a name on an eligible list, or may remove a name from an eligible list if the applicant or eligible:
  - A. Lacks the qualifications established for the examination or position for which s/he has applied, per job description;
  - B. Fails to pass written examinations required by the District;
  - C. Fails to pass a post-offer physical examination;
  - D. Currently uses illegal drugs;
  - E. Currently uses alcohol to excess;
  - F. Is unable to produce written proof of identity and authorization to work in the United States;
  - G. Has made a false statement or omission of material fact on his/her application;
  - H. Has been dismissed from previous employment for causes which would be cause for dismissal under these procedures;

- I. Has directly or indirectly obtained information about an examination to which, as an applicant or competitor, s/he was not entitled;
  - J. Has failed to reply within three working days from the date of mailing, to communications concerning his/her availability for employment;
  - K. Has made him/herself unavailable for employment by requesting that his/her name be withheld from consideration;
  - L. Would be excluded from employment under the District's Nepotism Policy
4. If any of the above actions are taken, the District shall notify the applicant or eligible in writing at his/her last known email address or physical address of the action taken.
  5. An applicant who is not already employed by the District has no right to grieve or appeal any disqualification or rejection of an application.

**PROCEDURE 4-SELECTION PROCEDURE**

1. The selection procedure used shall be impartial, of a practical nature and shall relate to those subjects which, in the judgment of the District, fairly measure the relative capacities of the persons examined to execute the duties and responsibilities of the class to which they seek to be appointed. Selection procedures shall consist of one or more of the methods listed below. The same methods shall be applied equally to all competitors in a single examination.
  - A. Information the applicant supplies on the District's application form;
  - B. Written, performance, or post-offer physical tests or examinations, or any combination thereof;
  - C. Personal Staff interview;
  - D. Oral Interview Panel
2. The District may use any appropriate objective method to determine the qualifications of applicants.
3. The District shall notify each applicant of the results of a selection procedure as soon as it is completed.
4. Candidates who are already District employees shall be given written notice of whether they passed or failed the examination/assessment process. Within five working days of the date of notice, candidates may inspect their examination papers and request to have ratings reviewed and corrected if any error in testing has occurred. The General Manager will evaluate such corrections and take any appropriate action. To request an inspection of examination, the candidate must schedule an appointment during regular business hours with the General Manager. Candidates may not have access to ratings sheets of the individual raters.

**PROCEDURE 5 - ELIGIBLE LISTS**

1. After each selection procedure has been completed, the General Manager shall:
  - A. Prepare an eligible list containing the names of applicants who qualify for appointment to positions in a particular class;

- B. Place the names of the qualified applicants (eligible) on the eligible list in the order of their final ranking, as determined by the selection process, with the highest rated eligible at the top of the list.
2. The eligible list shall remain in effect for a period of at least one year unless this period is reduced or extended by the General Manager. In the event of early (less than one year) cancellation of an eligible list, the District shall notify each person whose name appears on such list to this effect by mail or email to his or her last known address.
3. The name of an eligible may be removed or withheld from an eligible list by the General Manager for any appropriate objective reason.
4. When a vacancy occurs in a class for which there is an eligible list, all the names on the eligible list shall be transmitted to the General Manager for consideration.
5. The successful candidate may be required to take and pass a post-offer physical examination before commencement of employment.
6. The successful candidate will be required to provide proof both of identity and. authorization to work in the United States. 1-9 forms verifying identity and work authorization are to be completed and signed by all new hires. All applicants will be considered for open positions regardless of national origin and citizenship status in accordance with the provisions of the Immigration Reform and Control Act of 1986 and all regulations promulgated there under. All District employees are expected to cooperate in ensuring that violations of the policy do not occur.

## **PROCEDURE 6 - APPOINTMENTS**

1. The power to appoint and dismiss employees of the classified service shall be vested in the General Manager or his/her designee.
2. The General Manager may make a provisional appointment to a position if there is no eligible list for the class and if the needs of the service require that the position be filled before a selection process can be completed. A provisional appointee shall:
  - A. Meet the requirements of training and experience established for the position;
  - B. Not be continued for more than thirty days after an eligible list for the position has been established unless there are no employees on such eligible list who are available for or wish to be considered for appointment to the position;
  - C. Not serve under provisional appointment for longer than six months in any twelve-month period except when employed for a specific contract undertaken by the District.
3. In the event sustained recruitment efforts do not yield qualified personnel, the General Manager may approve the appointment of persons who do not meet the desirable education and experience standards established in the specification for the class.
4. In an emergency which threatens life, property, or the operation of necessary District services, the General Manager may approve the employment for not more than 60 calendar days of such persons as are necessary to meet the emergency.

## **PROCEDURE 7 - NEPOTISM POLICY**

1. The District does not discriminate in employment on the basis of marital or familial status.
2. Notwithstanding the above, the District retains the right to take appropriate steps to avoid inappropriate working relationships among relatives, including married persons. For the purpose of this Section, a relative shall be defined as a spouse, domestic partner, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousin, niece, nephew, parent-in-law, brother-in-law, sister-in-law or any other individual related by blood or marriage. The District retains its rights to:
  - A. Refuse to place one party to a relationship under the direct or indirect supervision of the other party of a relationship for business reasons of supervision, safety, security or morale.
  - B. Refuse to place both parties to a relationship in the same department, division, or facility for business reasons of supervision, safety, security or morale.
  - C. Disqualify one party to a relationship for a position privy to confidential personnel matters who has a relative already in the District's employment when the relationship may compromise confidential information.
  - D. Effect a transfer in the event the District learns of circumstances described above.
3. Employees who maintain a relationship, as defined above, shall notify the General Manager.

## **PROCEDURE 8 - TEMPORARY OUT OF CLASSIFICATION ASSIGNMENT**

Temporary promotion of classified employees to perform the job duties of a higher classification will be compensated as follows:

1. Employees may be assigned to perform a job in another higher classification (out of class pay) during an approved leave (vacation or sick) or permanent absence of an employee. Assignment must be made in writing by the Operations Supervisor and approved by the General Manager. Compensation shall be 5% of the employee's salary. Advance approval by the General Manager or designee is required before employee receives assignment.
2. The method of selection of employees to perform work in a higher classification shall be through a system of voluntary rotation in order of seniority commencing with the most senior qualified eligible employee.

## **PROCEDURE 9 - PROBATION**

1. A person appointed or promoted to a position in the classified service shall be on probation in the position for at least twelve months after assuming it. The District may exercise its discretion to increase the length of the probationary period.

2. While thus on probation, a person may:
  - A. If in a position to which s/he has not been promoted, be dismissed at any time;
  - B. If in a position to which s/he has been promoted, be reinstated at any time to the position from which the promotion elevated him or to a comparable position.
3. Any employee in which action indicated in A or B above has been affected, shall have no right of appeal.
4. Any employee who successfully completes a probationary period shall achieve regular status in his/her class and shall be known as a regular employee.
5. If an employee is on approved leave during his/her probationary period, the probationary period shall be extended for a period equal to the duration of the leave.
6. A written notice of probationary release shall not require description of performance deficiencies or any other rational.

#### **PROCEDURE 10 - TRANSFER**

On the request of an employee, the General Manager may approve the transfer of an employee from one position in the classified service:

- A. To another such position in the same class; or
- B. To another such position in a class with the same maximum salary provided the position to which the employee is transferred is one for which s/he possesses the desirable qualifications.

#### **PROCEDURE 11 - PROMOTION**

1. A person may be moved to a class with a higher maximum salary only if he/she has the desirable qualifications for the higher class. These desirable qualifications shall be ascertained on the basis of information, application forms, tests, examination, interviews, and evaluations of the same nature as those authorized for ascertaining his/her qualifications for initial appointment to a position.
2. In filling a vacancy in a position above the entrance level, the District may recruit from outside the District to fill the vacancy. All other qualifications being equal, the District will give preference to internal candidates.

#### **PROCEDURE 12 - PERFORMANCE EVALUATIONS**

1. At least once each fiscal year, the General Manager shall have the performance reviewed of each employee. A written review and a meeting between each employee with their supervisor will occur to review and discuss the employee's performance. Employees whose work performance is satisfactory shall be eligible for advancement to the next higher step (not to

exceed the maximum) of the salary range, upon the approval of the General Manager. Employee has the right to attach a written rebuttal. The purpose of evaluations is meant to be constructive and not punitive. Performance Evaluations may be used as a supporting document in a written reprimand. The performance of a probationary employee will be reviewed approximately every six months until the employee has successfully passed probation. Performance evaluations are not subject to appeal or grievance under these procedures.

## **PROCEDURE 13 - DISCIPLINARY POLICY**

### 1. The District may invoke the following types of disciplinary actions:

- (a) Oral Counseling or Reprimand;
- (b) Written Reprimand;
- (c) Suspension without Pay;
- (d) Reduction in Pay;
- (e) Demotion;
- (f) Disciplinary Probation; and
- (g) Discharge/Termination

### 2. Grounds for Discipline

An employee holding regular status with the District may be disciplined for good cause. District employees who are "at-will" or who are seasonal, temporary or probationary, are not subject to the requirement of good cause, and are not entitled to pre-discipline procedures or appeals. Such employees may be disciplined without reference to these provisions.

Good cause exists, not only when there has been an improper act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the District, affects the employee's ability to perform his or her duties, causes other employees not to be able to perform their duties, or involves any improper use of their position for personal advantage or the advantage of others. The type of disciplinary action shall depend on the seriousness of the offense and the relevant employment history of the employee. Causes for disciplinary action against an employee may include, but shall not be limited to, the following:

- A. Incompetency or failure to perform job duties.
- B. Inefficiency.
- C. Inexcusable neglect of duty.
- D. Insubordination, including disobedience to proper authority, and a willful disregard of a clear direct lawful order from an authorized supervisor.
- E. Dishonesty including knowingly furnishing false information in the course of the employee's duties and responsibilities or falsifying any District document or record.
- F. Recklessness.
- G. Theft.

- H. Discourteous or offensive treatment of members of the public, other employees, Board members, or contractors, including using abusive or intemperate language toward or in the presence of others in the workplace.
  - I. Inexcusable absence without leave.
  - J. Misuse of District property; improper or unauthorized use of District equipment or supplies; damage to or negligence in the care and handling of District property.
  - K. Conviction of a felony or conviction within the past two (2) years of a misdemeanor which resulted in imprisonment. For purposes of these procedures, a conviction shall include a plea, verdict, or finding of guilt, regardless of whether sentence is imposed by the court.
  - L. Excessive absence/tardiness.
  - M. Violation of any of the District's procedures including but not limited to those concerning health and safety, confidentiality, harassment or discrimination, and use of alcohol and drugs.
  - N. Gross misconduct or conduct unbecoming a District employee which tends to discredit the District or District service.
  - O. Falsification of information or omission of fact in securing appointment.
  - P. Intimidation or interference with the rights of an employee.
  - Q. Engaging directly or indirectly in other employment or ownership of a business which creates the appearance of or an actual conflict of interest, or any other incompatible activity as defined in these procedures.
  - R. Fighting, assault and/or battery
  - S. Theft or sabotage of District property.
  - T. Sleeping on the job, except as authorized.
  - U. Accepting bribes or kickbacks.
  - V. Failure to maintain minimum qualifications for the position, including required licenses or certificates.
  - W. Failure to respond to the plant within sixty (60) minutes after being notified of an emergency while on stand-by duty.
  - X. Any other conduct of equal gravity, as determined by the General Manager.
3. Authority to Discipline. General Manager may institute disciplinary action for cause against an employee under his/her supervision in accordance with the procedures outlined in these procedures.
  4. Pre-Discipline Procedure.

For an oral counseling, oral reprimand or written reprimand, an employee may submit a written response to the discipline which shall be logged in the employee's personnel file. No further appeal shall be permitted.

For all other discipline (See Section 1, c-g), the District shall issue a notice of intent to impose discipline, which shall describe the intended discipline, include a summary of the facts on which the intended discipline is based, and attach any documents upon which the intended discipline is based. The notice shall state that the employee has a right to respond, orally and/or



in writing, before the discipline is imposed. A meeting with the General Manager, or designee who shall be a neutral decision-maker, shall be scheduled approximately one (1) week from the date of the notice, unless a different time and/or date is set by mutual agreement. The employee may bring a representative of his/her choice; however, the inability of a particular representative to attend the meeting shall not be cause requiring continuance of the meeting. The meeting shall not be an evidentiary hearing, and the employee shall not have the right to call or examine witnesses at this meeting. Rather, the employee shall be provided the opportunity to respond to the charges and to present any new information the employee believes the District should consider.

At some reasonable time after the employee has been provided the opportunity to respond to the notice of intent, the District shall render a written decision. If the decision is to issue discipline, the notice shall be a final notice of discipline. The notice shall include the final decision, the effective date of the discipline, and the facts upon which the discipline is based. After this notice is issued, this discipline shall be imposed.

#### 5. Post-Discipline Appeal.

For disciplinary actions listed in Section 1, (c-g). The notice of appeal must be in writing and must be received by the General Manager within ten (10) working days from the date of the final notice of discipline. Failure to timely file a written notice of appeal shall constitute a forfeiture of the employee's right to appeal the discipline.

The employee has the choice of two appeal avenues as follows: (1) the appeal shall be heard by the Board of Directors (or a subcommittee of the Board of Directors) at no cost to the employee; or (2) the appeal may be heard by an independent hearing officer jointly selected by the District and the employee (or union if the employee is represented by the union in the appeal). The employee must select an option at the time of filing the request for appeal.

If the employee selects the option of a hearing officer, and the District and employee (or union) are unable to agree upon a hearing officer, the District will obtain a list of five (5) names of experienced hearing officers from the State Mediation and Conciliation Service and the District and employee (or union) will jointly select a hearing officer from that list. The cost of the hearing officer will be shared equally by the District and the employee (or union).

Either party or the hearing officer may request that the hearing be transcribed. If the hearing officer or the District requests that a court reporter transcribe the hearing, the District shall pay the cost of the court reporter and one transcript for each party. If only the employee desires that the hearing be transcribed, the employee shall pay the cost of the court reporter and for the cost of the employee's copy of the transcript.

The hearing officer or Board members as the case may be, shall have the authority to convene the hearing, receive evidence through testimony and documents and make findings of fact and conclusions about the discipline. Within two (2) months of the close of the hearing, the hearing officer or Board of Directors shall submit a written decision.

The Board of Director's or the hearing officer's decision must contain detailed findings of fact relating to the disciplinary charges.

The decision of the Board of Directors shall be final. The Board of Directors' decision is reviewable by administrative writ of mandamus within the timeframes established by law.

The decision of the hearing officer is advisory only. The hearing officer's decision may include a recommendation regarding outcome. However, the final decision regarding discipline rests with the General Manager. After consideration of the hearing officer's recommended decision, the General Manager shall issue a final decision in writing. The General Manager's decision is reviewable by administrative writ of mandamus within the timeframes established by law.

#### **PROCEDURE 14 - GRIEVANCE PROCEDURE FOR ALLEGED VIOLATIONS OF THE HUMAN RESOURCES PROCEDURES OR MEMORANDUM OF UNDERSTANDING**

1. This grievance procedure is intended to provide an avenue only for redress of complaints that the District has violated these procedures or an applicable Memorandum of Understanding. Exhaustion of this grievance procedure is intended to provide an informal avenue for redress of complaints relating to these procedures or a Memorandum of Understanding, and to give the District an opportunity to investigate the complaint and correct any problems before they become more serious. However, this grievance procedure may not be used for any of the following: to change wages or benefits, work hours or working conditions; to challenge the content of performance evaluations; to contest discipline; or to challenge a reclassification, layoff, transfer, denial of reinstatement or denial of salary increase.
2. Only regular employees who have completed probation have access to this entire grievance procedure. At-will and probationary employees do not have access to this procedure. However, shall be allowed the opportunity to meet with the General Manager regarding the issue. Part time, seasonal and temporary employees may utilize this procedure up to the General Manager level only. In these circumstances, the decision of the General Manager regarding the grievance shall be final and binding.
3. Every effort should be made to resolve a grievance regarding these procedures at the point the grievance arose, through informal discussion between the grievant and his/her supervisor.
4. If the grievant is not satisfied with the resolution of the matter after speaking with his/her supervisor, the grievant may present a formal written grievance to the General Manager. The written grievance must be presented within fifteen (15) calendar days of the facts giving rise to the appeal. However, this time limit may be waived if agreed to by the District.
5. A grievance must be in writing, signed by the affected employee(s) and allege that the District has violated a specific provision of these procedures or applicable Memorandum of Understanding. The grievance must contain the specific facts upon which it is based. A grievance that fails to include these elements may be rejected on that basis.
6. The General Manager or his/her designee, will review the grievance and shall serve a written response within twenty-five (25) calendar days of receipt of the grievance.
7. If the employee is dissatisfied with the General Manager's first response, the employee may submit a written appeal of the grievance decision to the District Board. The appeal must be received by the Secretary of the District Board within fifteen (15) calendar days of the General Manager's response. The employee's appeal must state the reasons for disagreement with the General Manager's response.

8. The District Board (or designated Board members) will review the appeal and shall serve a written response within thirty (30) calendar days of receipt of the appeal. The Board's decision regarding the grievance appeal shall be final.

#### **PROCEDURE 15 - RESIGNATION**

1. An employee shall be regarded as having resigned if:
  - a. He/she fails to report for duty, and while able to notify an immediate supervisor of the reason for the absence, fails to do so; or
  - b. He/she fails to report for duty upon the expiration of a leave of absence, with or without pay.

An employee whom the District determines has resigned due to either of the reasons set forth above shall be entitled to appeal the termination using the procedures set forth in the Disciplinary Action section of these procedures.

2. An employee shall, in order to resign in good standing, give the General Manager written notice of the resignation at least two weeks before the date it is to take effect, unless, because of extenuating circumstances, the General Manager agrees to a shorter notice.
3. A resignation made without the notice required by these procedures may be regarded as cause for denying the resigning employee future employment by the District.
4. An employee's resignation and the circumstances pertinent to it shall be recorded in the employee's personnel file.

#### **PROCEDURE 16 - LAYOFF OR DEMOTION DUE TO LACK OF WORK OR FUNDS OR REORGANIZATION**

1. Whenever, in the sole judgment of the District Board, it becomes necessary to abolish any position due to a reorganization, lack of work or funds, or abandonment of activities, the employees holding said position may be laid off or demoted without right of appeal.
2. The classifications subject to layoff or demotion shall be determined by the District Board on the basis of the administrative needs of the District.
3. The General Manager shall give the effected employee written notice of at least 15 calendar days prior to the effective date of the layoff or demotion. This notice shall also state whether the employee has been determined to have had satisfactory service with the District.
4. The District shall provide a minimum of two (2) weeks' severance salary as severance pay, not including the 15 days written notice period.
5. An employee who is demoted under this policy shall be eligible for preferential promotion to other positions with the same maximum salary as the position from which s/he was demoted, provided s/he possesses the desirable qualifications.

6. Within the classifications subject to layoff or demotion, the order of layoff or demotion shall be in reverse seniority. Seniority shall be determined by including all periods of full time continuous regular service at or above the classification level where the layoff or demotion is to occur.
7. An employee who is laid off from the District and whose performance evaluation demonstrates at least satisfactory service during their tenure with the District, shall be placed on a reemployment list for six (6) months after separation from service due to layoff. Employees on the reemployment list shall be offered employment with the District in the reverse order of their placement on the reemployment list. The reemployment list will be used by the District when a vacancy arises in the same or lower classification of position where the layoff originally occurred. The District shall use this list before any other eligible list and before seeking general applications from others. The District, in its discretion, may extend the active period of the reemployment list.
8. This policy does not apply to at-will or probationary employees.

#### **PROCEDURE 17 – REINSTATEMENT**

1. The General Manager has sole discretion to:
  - A. Approve reinstatement in the classified service within two years after the effective date of resignation of any former regular employee who has given satisfactory service and who has resigned in good standing from that service or who has been laid off from it on account of lack of work or funds; or
  - B. Reinstatement into the position from which s/he has been promoted any employee who fails during a promotional probationary period to serve satisfactorily in a position to which s/he has been promoted.
2. Reinstatement of an employee shall:
  - A. Restore the employees’ former position; or
  - B. Place the employee in position of the same class or a class comparable to the former position.

#### **PROCEDURE 18 - RETIREMENT**

An employee shall be considered as retired from the District upon having notified the District of intent to retire, the date of retirement, and having received formal notification of acceptance of that date from the Public Employees’ Retirement System.

An employee shall not be considered retired, for purposes of receiving retiree health benefits, unless the employee has become an “annuitant” as defined by Public Employees Retirement Law and meets the eligibility criteria for retirement under Public Employees Retirement Law.

## PROCEDURE 19 - HOURS OF WORK AND ATTENDANCE

### PROCEDURE 19a – WORK SCHEDULES

1. The District office is open to the public Monday through Friday with hours as posted on site and the website according to regulations specifically approved by the General Manager.
2. The District establishes working hours consistent with the operating requirements and responsibilities of the District. Work shifts, days, hours and break periods can be established and modified by the District within the limits prescribed by law, based on operating conditions and requirements of the District. The District has the right to require employees to work overtime, which may occur any time before or after the standard work week, including weekends, evenings and/or holidays.
3. All employees shall be assigned work schedules with regular starting and ending times and designated regular days off. Employees may not change their own work schedule without the express advance approval of the General Manager.
4. The District work schedules are defined in one of the following ways:
  - A. 8-hour schedule: An eight (8) hour work period, five (5) days per week.
  - B. 10-hour schedule: A ten (10) hour work period, four (4) days per week.
  - C. 9-80 schedule: A nine (9) hour work period, four (4) days per work week, and an eight (8) hour work period, one (1) day on the alternating work week.
5. The District work week is defined as follows:
  - A. Employees working an eight (8) hour or ten (10) hour schedule, the regular work week shall begin on Saturday and conclude on the following Friday.
  - B. Employees working a 9-80 schedule, the regular work week shall begin Friday mid workday and conclude the following Friday mid workday.
  - C. All work weeks and schedules are in compliance with FLSA requirements.
6. Holidays and Vacations Hours for Alternate Schedules (10 hour and 9-80 Schedules)
  - A. If a holiday falls on the regular work day, the employee will use comp, float or vacation time to make up any hours above the eight (8) hours of holiday provided by the District. Hours **cannot** be made up on work days.
  - B. For a vacation day, the employee must use the number of hours that correspond to their work week.
7. The hours of employment for full-time employees shall be forty (40) hours per week. Management employees are expected to remain on duty, without additional compensation, for whatever number of hours may be necessary for the proper operation of the District and its facilities.
8. The hourly rates for full-time employees are based on 173.33 (i.e. 52 weeks times 40 hours divided by 12) hours per month average.

9. Breaks and Lunch: Employees shall be allowed a rest period of 15 minutes during each four consecutive hours of work. Such rest periods shall be scheduled in accordance with District requirements. A thirty (30) minute, unpaid lunch period shall be provided at approximately the middle of the shift.

10. The District may designate the location or locations where rest periods may be taken. An employee may occasionally be required to perform duties, if necessary, during a normally scheduled rest period. In such circumstances the employee upon completing the work task shall receive the remainder of the interrupted rest period.

11. Employees shall be in attendance at their work in accordance with the procedures regarding hours of work, holidays and leaves. The General Manager shall enforce attendance requirements and shall keep attendance records of employees. The District's time records are maintained in the District's main office. Any absence from work without prior authorization as provided for in these procedures or administrative guidelines shall be the basis for discipline or discharge.

### **PROCEDURE 19b - SHIFT AND WEEKEND OPERATIONS**

1. The General Manager may authorize a modified work schedule to support facility operation which may include weekend, night shift and swing shift work. In the event of the need for a 24/7 operation the General Manager may utilize a 12-hour day and 12-hour night shift. A notice at least 24 hours shall be provided to all employees for this shift change. The night shift premium/differential will be 10%. Overtime will be paid for time in excess of the hours the employees schedule shift. The night shift staffing shall be determined by seniority.
2. Because of the nature of the consequences involved in an operating failure in the District's treatment plants, pumping stations and collection system, it is necessary that a qualified District employee be available during all non-working hours to receive and respond to emergency calls from the public.
3. Employees will participate in a standby program. An employee on standby shall be compensated during standby at a rate established by the District.
4. To meet emergency and standby requirements, standby program employees must reside within a radius that enables the employee to report to the Sausalito plant facility within a 60-minute time frame.

### **PROCEDURE 20 - OVERTIME AND COMPENSATORY TIME OFF**

1. The General Manager may designate certain classes as exempt from the overtime requirements of state and federal law and therefore ineligible for compensation for overtime, in accordance with the Fair Labor Standards Act (FLSA).
2. Overtime shall be that time authorized by the General Manager and worked by a non-exempt employee beyond forty hours per week or eight hours per day unless an alternative workweek schedule with workdays in excess of eight hours has been agreed to. In the case of an alternative workweek schedule with workdays in excess of eight hours, overtime shall be that

time worked by an employee beyond forty hours per week and the number of hours per day designated in the alternative workweek schedule.

3. No employee is permitted to work overtime without authorization for the Operations Superintendent or General Manager. Overtime shall be kept at the minimum consistent with maintenance and operation of essential District services.
4. All overtime shall be paid for in accordance with the FLSA.
5. Eligible employees may elect to accrue compensatory time in lieu of overtime pay. Employees shall make a choice, on the first regular workday, of (a) the payment of overtime or (b) the accrual and use of compensatory time off. Compensatory time off will be taken with the approval of the Operations Superintendent or General Manager.
6. Overtime and weekend work shall be offered to and rotated among the plant operators as equally as possible.
7. Compensatory time off shall be accrued at the same rate as the actual authorized overtime worked by the employee. Employees may accrue compensatory time in excess of eighty (80) hours during the fiscal year from one fiscal year to the next. However, accrued compensatory time off balances may not exceed eighty (80) hours. Employees must cash out compensatory time in excess of 80 hours prior to July 1 of each fiscal year.
8. A non-exempt employee whose regularly scheduled work day falls on a paid holiday and who is required to work the holiday will receive holiday pay at one and one-half times the employee's regular rate of pay. In addition, the employee is entitled to receive one (1) paid eight (8) hour day off. For non-exempt employee with an alternate work schedule who is required to work the holiday will receive holiday pay at one and one-half times the employee's regular rate of pay. In addition, the employee is entitled to receive one (1) paid eight (8) hour day off and compensation of time or vacation for the difference in the schedule
9. Upon the termination of a non-exempt employee's service with the District, the employee shall either be granted time off or be paid a lump sum for all authorized accrued overtime (not to exceed eighty hours) earned in accordance with these procedures.

## **PROCEDURE 21 - STANDBY**

1. Standby Duty:
  - A. Operation and Maintenance employees may be on standby duty. Participation is voluntary, but if at any time there is no voluntary coverage, the standby duty will be rotated among operators on a weekly basis. This duty may be traded upon mutual consent of individuals involved and the approval of the General Manager.
  - B. The standby employee is on standby during all 'non-working hours', Monday through Friday ("weekdays"), Saturdays, Sundays ("weekend days") and holidays. The standby person may be called upon to assist personnel working alone. The use of standby is at the discretion of the General Manager or designee, who will establish annual estimated schedule by December 1 of each year.
  - C. Employees on standby duty shall not be under the influence of alcohol or drugs as described in the District's Drug and Alcohol Testing and Reporting Standard Procedure, "Prohibited Conduct" section of the policy statement.

## 2. Standby Pay:

- A. The standby employee shall carry a cellular phone and any additional equipment necessary to respond to all calls from pump stations or the plant.
- B. Standby employees shall receive a minimum of two hours overtime compensation for every response to a call. Overtime pay is compensated at 1.5-time regular pay; therefore 2 hours minimum overtime equals 3 hours pay. The door to door time shall be used to calculate actual time for overtime if it exceeds the two-hour minimum. Employees shall have the choice to take the compensation for responses to calls as compensatory time or overtime pay.
- C. The District reserves the right to change the standby compensation at any time at the District's sole discretion, and compensation will be reviewed at least every three years by the General Manager and operations and maintenance personnel.
- D. Employees may choose to take compensation as compensatory time at the rate of 1.5 hours per weekday, 2.25 hours per weekend day and holiday when staffed and 3.75 hours for weekends and holidays when not staffed.
- E. The standby employee will be reimbursed for personal vehicle mileage incurred as a result of responses to calls. Reimbursement will be made based on the current mileage allowance provision of the IRS. When employees use their personal vehicle, their insurance is primary if involved in an accident and the employee is responsible for any deductible expense.
- F. Standby Duty/Pay during 24-hour operations

Standby Duty and Standby Pay will not be in effect for the period of time SMCSD utilizes "24 Hour Operations." When an employee is scheduled to be on Standby and when/if SMCSD shifts to 24-hour operations, the employee shall not receive standby pay. However, once SMCSD shifts back to normal operations an employee who is still scheduled for Standby shall once again receive the daily or weekend payment for standby. For illustration: if SMCSD initiated 24-hour operations on a Monday and ran that way through Wednesday an employee on Standby would not receive their standby pay for Monday, Tuesday, or Wednesday, but would receive it for Thursday and continuing until the end of their Standby shift.

### G. When SMCSD requires 24-hour Operations

#### 1. Notice

SMCSD agrees to provide, whenever reasonably possible at least 24 hours' notice to the impacted employees that they are going to begin 24 Hour Operations. The Parties recognize that there could be good faith emergencies when this is not feasible, but that SMCSD will provide a good faith effort to provide the notice.

#### 2. Shift

During the period that SMCSD requires 24-hour Operations there shall be two shifts – each twelve hours in length and referred to as "Day" and "Night." Shift start times shall align with current schedules depending on the operational needs of SMCSD.



### 3. Night Shift – Assignment/Volunteer

When selecting employees to work the Night Shift, SMCSO shall first solicit volunteers – in the event that there are more employees who volunteer than there are shifts available then ties shall be broken by seniority. In the event that there are fewer volunteers than there are available shifts, then employees shall be assigned Night shift work in reverse seniority order.

### 4. Pay

#### a. Premium Pay for Night Shift

Employees that either volunteer or who are assigned to work the Night Shift shall receive a 10% premium on regular hours worked during the Night Shift.

#### b. Overtime

In general, the Overtime provisions as articulated in Article 9.4 shall control. However, in the event that an employee works an alternate work schedule they shall be entitled to overtime pay only for hours worked beyond their normal scheduled hours. For illustration: if an employee normally works a 4 day – 10-hour shift, then when they work a 12-hour shift, they shall be entitled to overtime pay for 2 hours. For hours worked in excess of 40 hours in a week shall be paid at the overtime rate.

### 5. Holidays

If the 24-Hour Operations runs over a Holiday than pursuant to Section 9.4 all hours that the employee works on that day shall be at the established overtime rate.

## **PROCEDURE 22 - HOLIDAYS**

### 1. Unless otherwise provided for, the following holidays are observed by the District:

January 1	(New Year's Day)
Third Monday in January	(Martin Luther King Day)
Third Monday in February	(Presidents' Day)
Last Monday in May	(Memorial Day)
July 4	(Independence Day)
First Monday in September	(Labor Day)
November 11	(Veterans' Day)
Fourth Thursday in November	(Thanksgiving)
Fourth Friday in November	(Day after Thanksgiving)
December 25	(Christmas)

### 2. In addition to the aforementioned holidays, each employee shall have three (3) floating holidays (24 hours) per fiscal year as paid holidays, provided that a new employee or an employee who leaves the service of the District will receive three (3) floating holidays during the employee's year of employment on a pro rata basis (e.g. six (6) months of employment entitles the employee to 1.5 floating holidays). Upon resignation or retirement of an employee,

the employee will be paid a lump sum for all floating holiday leave earned but not used on a pro rata basis; or if floating holiday usage has exceeded that earned, an equivalent value of the excess usage will be deducted from the employee's last paycheck. An employee may not accumulate floating holidays, i.e., the balance on June 30 each year shall be zero. All floating holidays shall be credited to employees on the first payroll of the fiscal year in early July.

3. Employees necessary to maintain public safety or emergency services shall be required to work on holidays.
4. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the previous Friday shall be observed as the holiday. The holiday schedule shall be determined by the Operations Superintendent with due regard for the wishes of the employee and particular regard for the needs of the District.
5. Paid holidays shall be granted only to probationary and regular employees. Part time employees shall not be entitled to paid holidays.

## **PROCEDURE 23 - LEAVES OF ABSENCE**

### **1. Vacation**

- A. All full-time, probationary and regular employees shall accrue vacation credits at the rate of  $\frac{5}{6}$  working days per month (10 working days per year), determined from the date of initial employment with the District. After completion of the third year of employment, vacation credits will be earned at a rate of one and one-quarter ( $1\frac{1}{4}$ ) working days per month (15 working days per year). After completion of the tenth year of employment, vacation credits will be earned at a rate of one and two thirds ( $1\frac{2}{3}$ ) working days per month (20 working days per year). After completion of the twentieth year of employment, vacation credits will be earned at a rate of two and one twelfth ( $2\frac{1}{12}$ ) working days per month (25 working days per year). After completion of the thirtieth year of employment, vacation credits will be earned at a rate of two and one half ( $2\frac{1}{2}$ ) working days per month (30 working days per year).
- B. Only probationary and regular employees shall be entitled to accrue vacation leave. Part-time employees shall not be entitled to accrue vacation leave.
- C. An employee shall be initially required to work six months in order to be eligible to use accrued annual vacation leave. Employees terminating before six months of service will receive vacation pay on a pro rata basis.
- D. It is the policy of the District that employees take their vacation each year; provided, however, that for reasons deemed sufficient by the General Manager, an employee may take less than the accrued vacation one year, with a corresponding longer vacation the following year. In the event an employee is not able to take all of the vacation to which s/he is entitled in a calendar year, s/he may accumulate vacation and carry it over into the next year up to a maximum of one previous year's vacation as of June 30th of any year. If an employee's vacation has been deferred due to requirements of the District service, the General Manager may exercise his or her discretion to approve an increase in the maximum amount of vacation that the employee may accumulate.

- E. The times during which an employee may take vacations shall be approved by the General Manager and scheduled by April 30th of each year with preference for vacation time given according to seniority; provided that if the requirements of the District service are such that part or all of an employee's vacation must be deferred beyond a particular calendar year, the employee may take the vacation during the following calendar year. The vacation scheduling shall be at the discretion of the Operations Superintendent. Review of requests will be made with due regard for the wishes of the Employee and particular regard for District needs. Vacation and personal leave shall be prioritized, based on seniority. Once the schedule is set, it can only be changed by the mutual agreement of all involved parties and at the discretion of the Operations Superintendent.
- F. Once an employee reaches his or her maximum accumulation, no more vacation will be earned until an equal amount of accumulated vacation is used.
- G. A holiday that occurs or a sick leave day that is used during an employee's vacation shall not be charged as vacation.
- H. Upon the termination of an employee's service with the District, s/he shall either be granted time off or be paid a lump sum for all authorized accrued vacation that s/he has earned.
- I. Vacation Sellback -- Employees are allowed a maximum sellback equal to the number of vacation days taken in the previous or current fiscal year up to a maximum of ten days in any fiscal year.

## **2. Sick Leave**

- A. Every full-time employee who has been employed by the District continuously for six months and receives a regular appointment shall be entitled to receive one working day of sick leave with pay for each full calendar month of regular full-time employment. Employees shall accrue sick leave credit dating back to their first day of employment. Part time employees who work at least thirty days a year are entitled to a maximum of three paid sick days (i.e., 24 hours total) in a calendar year.
- B. Sick leave may be taken for:
  - i. An employee's illness or injury. Satisfactory proof of the necessity for sick leave may be furnished when requested, in the form of a doctor's certificate, certifying that the employee is unable to return to his/her regular duties. The District may, at its sole discretion and expense, require an additional certificate from a doctor selected by the District, certifying that the employee is unable to perform his/her regular duties.
  - ii. A non-exempt employee's dental, eye or other physical or medical examination or treatment by a licensed practitioner. Leaves for this purpose may be limited to four hours in any one working day and should be scheduled so as to minimize any interference with the employee's workday and the District's operations.
  - iii. Providing necessary care for an ill or injured member a family member as defined in Labor Code Section 245.5. "Immediate family member" means the employee's child, parent, spouse or domestic partner. An employee may take up to one-half of the sick leave accrued annually to care for an ill or injured family member.
  - iv. Bereavement Leave: All Employees are permitted 5 days of Unpaid Bereavement Leave upon the death any family member listed in Section 12945.2 of the Government

Code. In case of death in the immediate family (as defined below) an employee shall be granted three (3) days of paid bereavement leave per occurrence within California.

In cases involving out-of-state funerals or distances of more than 200 miles, an additional three (3) days of paid bereavement leave shall be granted.

The Paid Bereavement leave runs concurrent with the 5-Day Unpaid Bereavement Leave. However, the leave days need not be consecutive. Additional time off for this purpose must be vacation, C.T.O., or unpaid leave. Bereavement leave must be approved by the Department Head.

For purposes of this section, "immediate family" means mother, step-mother, father, stepfather, husband, wife, domestic partner as defined by the State of California, son, step-son, daughter, step-daughter, brother, sister, foster parent, foster child, brother-in-law, sister-in-law, mother-in-law, father-in-law and grandparents, and any individual to whom an employee is serving in Loco Parentis.

- C. There shall be no limit to the accrual of unused sick leave.
- D. Upon termination of employment, there will be no pay-out of unused sick leave. If an employee separates from the District and is rehired within twelve months, all previously accrued sick leave shall be reinstated.
- E. In the event an employee on sick leave is entitled to Workers' Compensation benefits, such benefits will be integrated with sick leave so that the employee's pay equals, but does not exceed, the employee's regular straight-time earnings.
- F. Absences due to work-related injury or illness are covered by Workers' Compensation benefits (See PROCEDURE 26).
- G. If sick leave is needed while on vacation the employee's Supervisor must be notified as soon as possible. Once approved and verified, the employee can change vacation leave to sick leave. Such sick leave shall be verified by an appropriate doctor's certification if so directed by the Operations Superintendent or General Manager.

**3. Medical Leave of Absence Due to Employee's or Family Member's Serious Health Condition**

- A. Any full-time regular employee who has a serious health condition (including pregnancy and related medical conditions) may request a medical leave of absence. This policy applies only to employees who have worked for the District for 12 months and who have actually worked at least 1250 hours prior to the date the leave is to begin.
- B. Employees may request medical leave due to their own serious health condition or to care for an immediate family member who has a serious health condition. An "immediate family member" means the employee's child, parent, spouse or domestic partner if such care is necessary for the family member.
- C. Employees may request medical leave upon certification of the employee's health care provider that the employee is unable to perform his/her job due to the employee's serious health condition.
- D. During the medical leave, employees shall use accrued paid sick leave and their accrued vacation and compensatory time. After an employee's accrued paid sick leave, vacation,

floating holidays, administrative leave, and compensatory time has been exhausted, the medical leave of absence shall be unpaid.

- E. An employee must notify his/her supervisor in writing of the need for a medical leave as soon as the employee learns that he or she is, or will become, temporarily unable to work due to a health condition, or as soon as the employee learns of the need to care for a family member with a serious health condition. Such notice must specify the employee's need for the leave, the date such leave will begin, and the expected duration of the leave. The notice must be accompanied by the employee's certified healthcare provider's statement that verifies the need for the medical leave and the dates the leave is expected to begin and end. (See Request for Medical Leave Form attached as **Attachment C** to these procedures. See also District's Response Form, attached as **Attachment D**).
- F. Any employee who requests such a leave may be required to provide additional certified healthcare provider's statements from time to time thereafter in order to provide updated information regarding continued need for the leave.
- G. Before returning to work from a medical leave of absence, an employee may be required to provide a statement of his/her healthcare provider that he or she is released to return to work.
- H. Health and life insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued during the period of medical leave, but not to exceed twelve weeks in a twelve-month period.
- I. Employees on unpaid medical leave will not earn vacation or sick leave. Typically, the annual performance/salary review date for an employee on an extended leave of absence will be adjusted in accordance with the length of leave. Employees do not accrue District service credit for any portion of the unpaid leave.
- J. Employees may not opt to take unpaid leave instead of using their accrued sick leave. If employees are receiving disability payments during leave, their accrued sick leave shall be integrated with the disability payments.

#### **4. Pregnancy Disability Leave**

- A. An employee who is disabled due to pregnancy and unable to perform one or more essential duties of her position may take up to four months off (before or after giving birth). The employee may be full or part-time.
- B. The employee must give 30-days advance notice prior to taking pregnancy disability leave, if feasible.
- C. Any employee who requests such a leave maybe required to provide a certified healthcare provider's statement that the employee is disabled by pregnancy and unable to perform one or more essential duties of her position.
- D. The employee shall use accrued paid sick leave during the pregnancy disability leave. She may also request to use vacation, floating holidays, and compensatory time during this leave. Once the paid leaves have been exhausted, the leave of absence shall be unpaid.

- E. Health and life insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued during the period of pregnancy disability leave for up to four months.
- F. Employees on unpaid leave will not earn vacation or sick leave. Typically, the annual performance/salary review date for an employee on an extended leave of absence will be adjusted in accordance with the length of leave. Employees do not accrue District service credit for any portion of the unpaid leave.
- G. If the employee returns from leave within the four-month period, she is guaranteed the right to return to her same position, or if her same position is no longer available (such as due to the position being eliminated), to a comparable position.

## **5. Parental Leave**

- A. The District may provide up to a maximum of twelve weeks of parental leave to eligible full-time regular employees to care for or bond with their newborn. To be eligible for this leave, the employee must have worked for the District for 12 months and have actually worked at least 1250 hours prior to the date the leave is to begin. Employees shall use accrued paid sick leave, accrued compensatory time off, floating holiday, and vacation time during the parental leave. After an employee's accrued paid sick leave, compensatory time off, floating holiday, and/or vacation time has been exhausted, the parental absence shall be unpaid. During this period, the health insurance benefits ordinarily provided by the District shall continue.
- B. Employees taking both medical leave of absence due to pregnancy disability and parental leave are entitled to a combined total of four months of pregnancy disability leave (as defined above) and twelve weeks of baby-bonding leave after the baby is born. The health insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will continue during the duration of the authorized leave.

## **6. Jury and Witness Duty Leave**

- A. An employee who is required or subpoenaed to serve as a trial juror or as a witness at trial in a civil or criminal action to which s/he is not a party shall inform his/her Operations Superintendent or the General Manager. While on jury duty or serving as a witness s/he or she shall be entitled to be absent from his or her duties with the District during the period for such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid his or her full salary and the payment received by him or her for his or her services as provided by law, including travel and meal allowance for such duty.

## **7. Military Leave**

- A. Military leave shall be granted in accordance with applicable provisions of federal or state law. All employees entitled to military leave shall give the District an opportunity within the limits of military regulations to determine when such leave shall be taken.
- B. An employee who is a member of an Armed Forces Reserve Unit, the National Guard or the Naval Militia, shall be granted leave of absence while engaged in military duty, including time involved in going to and from such duty, provided such period of leave does not exceed 180 calendar days or any longer period required by law. Employees who have been

employed by the District for a period of not less than one year immediately prior to the day on which the absence for such leave begins shall continue to receive their full salary for the first thirty (30) days of such leave taken for purposes of active military duty. Leave for inactive military reserve duty (i.e., monthly weekend drills) will be granted on an unpaid basis. If an employee is called for inactive duty on any days during which he or she is scheduled to work for the District, the District will make reasonable attempts to adjust the employee's work schedule so that s/he will serve the inactive duty on his or her own time. If a scheduling conflict cannot be avoided, the leave for inactive duty will be on an unpaid basis, unless the employee elects to use any available accrued vacation time.

- C. Employees who leave their positions due to induction into the Armed Forces of the United States, shall be re-employed in accordance with the federal Vietnam Era Veterans' Readjustment Assistance Act and California Military and Veterans Code, Section 395.1. To qualify for re-employment, the District must receive a reemployment application and the former employee must resume service within the time periods required by law. Employees who leave the District's employ due to such military service, should consult the General Manager for information regarding the circumstances under which they may be re-employed.

## **8. Leave of Absence Without Pay**

In extraordinary circumstances when the purpose of the leave is related to the employee's position or will otherwise benefit the District, upon the written request of an employee, the General Manager, at the Manager's sole discretion, may approve or deny in writing a leave of absence without pay for a period not exceeding six months. Medical plan payments for employees on unpaid leave will be made by the District in conformance with the PERS medical plan guidelines. Nothing in the provision prevents the District from making the determination that a Leave of Absence without pay may create an undue burden on the District.

## **9. School Leave**

Employees who are parents, guardians or grandparents of a child in kindergarten through grade 12 may take up to forty (40) hours per child each year to participate in the child's school activities. The employee must use accrued vacation, floating holiday, or compensatory time off for this leave. Reasonable prior notice of the need for this leave must be provided to the employee's supervisor.

## **10. Catastrophic Leave**

The District shall address employee situations that warrant catastrophic leave accommodations on an as needed basis.

## **11. Time off to Vote**

Employees are allowed to take up to two hours off to vote, without losing any pay. Time off for voting can be only at the beginning or end of the regular work shift, unless the employee makes another arrangement with his/her supervisor. Employees must notify their supervisor at least two working days prior to the election if time off for voting is required.

## **PROCEDURE 24 - LACTATION ACCOMMODATIONS**

California Senate Bill 142, which amended the Labor Code and took effect on January 1, 2020, requires Sausalito-Marin City Sanitary (SMCSD) to have a lactation accommodation policy.

Any SMCSD employee who is breastfeeding is entitled under the California Labor Code to a reasonable amount of break time to accommodate the employee's desire to express breast milk for their infant child each time the employee has a need to express milk unless provision of the break time would seriously disrupt the operations of the employer. The break time shall, if possible, run concurrently with any break time already provided to the employee (e.g., lunch time, etc.). Break time for an employee that does not run concurrently with the rest time authorized for the employee shall be unpaid.

Any SMCSD employee who is breastfeeding may take additional, unpaid breaks with their supervisor's approval to express breast milk for an infant child provided that the employee's taking of additional time does not seriously disrupt business operations.

SMCSD will make reasonable efforts to provide employees who request a lactation accommodation with the use of a room or other private location, other than a bathroom, that is located reasonably close to the employee's work area, and shielded from view and free from intrusion by coworkers and the public while the employee is expressing milk.

SMCSD understands the space provided for lactation must:

- Be safe, clean, and free of hazardous materials, as defined in Section 6382 of the Labor Code
- Contain a surface to place a breast pump and personal items.
- Contain a place to sit.
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Additionally, SMCSD will provide the employee access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If a refrigerator cannot be provided, SMCSD may provide another cooling device suitable for storing milk, such as an employer-provided cooler.

Employees who desire lactation accommodations should submit a written request (see request form) for accommodation to their supervisor or the General Manager prior to the birth of the child so that SMCSD has sufficient time to plan for and designate suitable space for the employee to express milk.

In spite of its best efforts, if SMCSD cannot make an accommodation, it will provide a written response to the requesting employee.

Employees may file a complaint with the Labor Commissioner's Bureau of Field Enforcement (BOFE) nearest the place of employment if they believe their lactation-accommodation rights have been abridged.

See <http://www.dir.ca.gov/dlse/HowToReportViolationtoBOFE.htm>.



## **PROCEDURE 25 - REASONABLE ACCOMMODATION FOR DISABILITIES**

The District shall comply with any legal obligation to reasonably accommodate any known protected disability of an employee. An employee who desires a reasonable accommodation should make such a request in writing to the General Manager. The request must identify 1) the job-related functions that need accommodation; and 2) the desired reasonable accommodation. The General Manager will meet with the individual. Before doing so, the General Manager may first require the individual to undergo a fitness for duty examination to determine whether the individual can perform the essential functions of the job with or without accommodation. The General Manager may also require that a District-approved physician conduct the examination. The General Manager shall determine whether a reasonable accommodation can be made and what reasonable accommodation shall be provided after engaging in an interactive dialogue with the employee.

## **PROCEDURE 26 - WORKERS' COMPENSATION FOR WORK-RELATED INJURIES**

1. All work-related injuries must be reported to the responsible supervisor or manager. If there is any question regarding the appropriate supervisor, the report should be made immediately to the General Manager or his/her designee.
2. The employee must be provided with a workers' compensation claim form within one (1) working day of the injury.
3. Benefits are available to District employees through the California Sanitation Risk Management Authority (CSRMA) for injuries or deaths which occur while at work.

In the event of industrial injury or illness, Workers' Compensation benefits and sick benefit allowances shall be paid separately, but in the event Workers' Compensation payment covers all or part of the period during which sick benefit allowances are paid, the sum of Workers' Compensation and sick leave benefits shall not exceed the sick benefit payable for said period, and unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with Workers' Compensation payments is to be automatic. After the exhaustion of sick leave, the employee may elect to use any accumulated vacation time or compensatory time, which will also be integrated with Workers' Compensation benefits.

4. The District and its insurance carrier will not be liable for the payment of workers' compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social or athletic activity which is not a part of the employee's work-related duties. Mere use of District facilities for recreational, social or athletic activities may not be considered a basis for claiming a work-related injury. Employees who use District facilities for such purposes do so at their own risk. Workers' compensation benefits shall not be awarded for any injury unless advance approval for the event has been authorized as a work-related event.

## **PROCEDURE 27 - FITNESS FOR DUTY**

1. The District reserves the right to send any District employee to a fitness for duty examination based on objective factors or indications that the employee may not be fit to perform his/her usual or customary duties.

2. When an employee seeks to return to work after being on an industrial injury leave or a medical leave, the employee must provide medical certification that he/she is physically able to perform the duties of his/her position. The District may require the employee to undergo a fitness for duty examination before returning to work.
3. If an employee's healthcare practitioner determines that medical restrictions must be placed on an employee, the employee must provide a statement from the healthcare practitioner specifying the restrictions. The District may seek authorization from the employee to get clarification from the health care provider about any medical restrictions, and about whether the employee is able to perform the essential functions of the job, with or without reasonable accommodation. If the employee requires accommodation to perform his/her essential job duties, the District will engage in the interactive process with the employee to determine what reasonable accommodation, if any, may be made.

## **PROCEDURE 28 - BENEFITS**

### **1. Medical Coverage:**

- A. Upon employment with the District eligible employees will be covered by the Public Employees Retirement System (CalPERS). The District has entered into a contract with CalPERS to provide a specified set of benefits. Additional information is available at the District office as to the exact set of eligible benefits for employees. The option for medical coverage includes the CalPERS' sponsored plans described in the Basic Health Plan booklet published by CalPERS, copies of which are available in the District's Office.
- B. The District shall pay the Bay Area Kaiser Plan Rate (Kaiser Bay Area Region Basic/Supplemental Plan Rate) for active employees and retirees. Employees may select other qualified plans (Blue Cross, Blue Shield) and pay the difference between their selected plan and the Bay Area Kaiser Plan (Kaiser Bay Area Region Basic/Supplemental Plan) based on their category of coverage (single, married, family). The plan rates used by the District are published annually by CalPERS.
- C. During the initial open enrollment period, an employee may enroll in any medical coverage plan for which the employee is eligible (employee only, employee plus one dependent, or employee plus family). Eligible dependents are the employee's spouse, registered domestic partner and children up to age 26 who have never been married. A certified disabled child age 26 and older who is incapable of self-support because of a physical or mental condition may be eligible for enrollment based on the CalPERS health care program guidelines.
- D. At termination of employment, employees may continue in the same health plan for a period of 18 months under COBRA at their own expense.

### **2. Dental and Vision Coverage:**

- A. All eligible employees and eligible dependents may enroll in the dental plan currently offered by the District. The District is covered by Delta Dental Plan of California. The District pays the full premium for employees and their dependents. Orthodontic Benefits for employee's dependent children only are offered through Delta Dental of California, County of Marin – Group E2.

- B. The District covers the cost of the VSP-provided vision plan for employees and eligible dependents. Eligible dependents are the employee's spouse, unmarried children to age 19 or to age 24 if enrolled as a full-time student or unmarried children over 19 years of age who are incapable of self-support because of physical or mental disability which commenced prior to age 19.
- C. At retirement or termination of employment, the District ceases to pay the premium for dental and vision care. Individuals must research and purchase their own plans. Cobra does not apply.

**3. Opt - Out of District Medical Coverage:**

- A. Annually, upon open enrollment, eligible bargaining unit employees shall receive additional compensation in accordance with the terms in the current MOUs if they opt-out of and waive the District provided medical insurance benefit. Proof of other coverage must be provided to the District as required by the CalPERS medical plan.

**1. Life Insurance**

- a. All eligible employees must enroll in the basic group life insurance program offered by the District. Insurance coverage is offered by the District with eligibility determined by the insurance company. Life insurance coverage is equal to one-time annual earnings rounded down to the next even \$1,000 with a minimum coverage, for full time employees, of \$10,000, and a maximum of \$50,000.
- b. Premiums are paid in full by the District. Coverage ends at retirement or termination of employment.

**2. Short-Term and Long-Term Disability Insurance**

The District through its insurance carrier provides short and long-term disability insurance. For short-term coverage the District covers 25% of the plan cost and the Employees cover 75% of the cost. The District provides the full cost of the long-term disability insurance.

**3. Deferred Compensation Plan**

The District contributes 2.0 % of base salary toward the employee's selected deferred compensation plan. Employees may select from the approved District available plans (currently Empower and CalPERS).

**4. Social Security and Medicare**

The District participates in Social Security and Medicare.

**5. Retirement System (CalPERS)**

The District will provide retirement benefits according to contracts with California Public Employee Retirement System (CalPERS).

a. CalPERS Classic Members:

"Normal retirement age" is age 55. All employees who are enrolled in CalPERS are subject to provisions of CalPERS law. Benefits available to District employees who retire after the effective date of this procedure are as specified in the most recent amendment to the contract between the District and PERS. Optional provisions include:

- i. 2.7% @ 55 supplemental formula at retirement
  - ii. Government Code, Section 20024.2 (One Year Final Compensation)
  - iii. Government Code, Section 21361.5 (Local System Service Credit Included in Basic Death Benefit)
  - iv. Government Code, Section 20862.8 (Credit for Unused Sick Leave)
  - v. Government Code, Section 20615.5 (Employer Paid Member Contribution Converted to Pay rate During the Final Compensation Period).
- b. CalPERS New Members:

The California Public Employees' Pension Reform Act (PEPRA) became effective January 1, 2013 and applies to District employees that are "New Members" to CalPERS as defined by PEPRA, as follows:

- i. 3-Year Final Compensation period.
- ii. 2% @ 62 Supplemental formula at retirement.
- iii. New Members shall pay a member contribution equal to 50% of the normal cost of their retirement benefit.
- iv. New Members are not eligible to receive EPMC from the District.

**6. Medical Insurance After Retirement:**

- a. Eligible retirees will be covered by the CalPERS health care plan as specified per District policy.
- b. For employees hired before July 1, 2004, the District will continue to provide the employee and the employees' dependents with (100%) post-employment medical insurance under the CalPERS medical insurance program if the employee actively retires from District employment. Once the retiree is eligible for Medicare, the District will fund the supplemental medical insurance for the retiree and the retiree's spouse. Such benefits shall be integrated with Medicare for the rest of the retiree's lifetime. Retiree and spouse are responsible for payment of their Part A Medicare premium. Survivor's eligibility for benefits is governed by CalPERS law. (This benefit does not apply to any employee who elects to be subject to the vesting schedule described in the next paragraph.)
- c. For employees hired after July 1, 2004, the District will continue to provide the employee's CalPERS medical insurance as specified by the Public Employees Medical and Hospital Care Act (PEMHCA) if the employee actively retires from the District with a CalPERS retirement, is at least 55 year of age, has been a full-time employee and has a minimum of five (5) continuous years of qualifying District employment. As indicated in the vesting schedule, the District will pay for both the employee and eligible dependents based on the PEMHCA program vesting schedule for credited years of CalPERS service. An employee will be eligible to receive 50% of health care costs covered after 10 years of credited PERS service. The benefit will increase 5% per year, reaching 100% after 20 years of service. The District contribution is prorated based on years of CalPERS service up to a maximum of one hundred percent (100%) of the health benefits plan premiums for employees plus ninety percent (90%) for eligible dependents. The District contribution amount is

based on the CalPERS health benefits plans which have the largest number of enrollments during the year to which the formula is applied, but not more than one hundred percent (100%) of employees' premium. Once the retiree is eligible for Medicare, the District will fund the supplemental medical insurance for the retiree and the retiree's spouse. Such benefits shall be integrated with Medicare for the rest of the retiree's lifetime. Retiree and spouse are responsible for payment of their Part A Medicare premium. Survivor's eligibility for benefits are governed by CalPERS law.

**7. Employee Paid Member Contribution (EPMC)**

- a. All employees will reimburse the District for their required member contributions as a gross salary payroll deduction subject to 414(h) (2) on a tax-deferred basis to the extent allowed by Federal and State law. The cost sharing arrangement is applicable to all active employees and any new employees that are "Classic" CalPERS members. The cost share arrangement excludes "New Members" as defined by the California Public Employees' Pension Reform Act (PEPRA).
- b. Each employee who is not a "New Member" as defined by PEPRA will reimburse the District for the EPMC contribution as a 1.2 percent gross salary payroll deduction, effective FY 2014/15.
- c. Each employee who is not a "New Member" as defined by PEPRA, will reimburse the District for the EPMC contribution per the payment schedule below as a total gross salary payroll deduction, effective July 1 of each fiscal year.

Fiscal Year 2014/15	3.2%
Fiscal Year 2015/16	4.4%
Fiscal Year 2016/17	5.6%
Fiscal Year 2017/18	6.8%
Fiscal Year 2018/19	8.0%

- d. Each employee who is a "New Member" as defined by the PEPRA shall pay a member contribution equal to 50% of the total normal cost of the PERS benefit. New Members are not eligible to receive EPMC from the District.

**PROCEDURE 29 - INCENTIVES**

- 1. Certificate Bonus: Treatment Plant Operators who obtain their Grade III, IV, or V Certification shall receive a one-time payment as defined in the current MOUs. Certification in Wastewater Treatment Plant Operation is obtained from the California State Water Resources Control Board.
- 2. Upon budget approval by the District Board and prior approval by the General Manager, an employee shall be reimbursed his/her tuition charges upon satisfactory completion of a training course which is considered beneficial to the District. Tuition costs will be withheld from the

final wages of an employee leaving for any reason within one (1) year of completion of course. Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed with the General Manager.

3. Certification Incentive Program: Based on classification, some bargaining Unit employees are eligible to participate in this program. This program is designed to provide compensation for employees who obtain and maintain varied and higher levels of technical certification above their job requirements. A maximum of 10% may be approved for over-certification status under this program for selected classifications. (See **Attachment E** to these Rules for the chart of Certification – Additional Compensation as of 2017)

### **PROCEDURE 30 - TRAINING AND CERTIFICATIONS**

1. Authorization may be granted for employees to attend professional conferences and meetings, or to participate in some form of activity or training in the interest of the District. Upon budget authorization, such leave may be granted by the General Manager. Reimbursement of expenses incurred shall be made in accordance with established financial procedures of the District, within limits prescribed by the District Board.
2. The District shall pay all fees related to all certificates and licenses required in connection with District employment, including Class B California State Drivers Licenses and UST Operator. Class C Drivers Licenses shall be excluded. The District shall compensate employees designated to be Class B drivers at a rate established by the District and in accordance with administrative regulations promulgated by the General Manager.

### **PROCEDURE 31 - SAFETY**

1. The District will conduct safety seminars and training for all employees whenever appropriate. Such seminars and training will be conducted during the regular work shift. The Operations Superintendent shall be responsible for training programs for employees.
2. A Semi-annual safety lunch to promote safety awareness shall be provided to District employees in April and October each calendar year at the District facility or a location approved by the general manager each year.

### **PROCEDURE 32 - ACCEPTANCE OF GIFTS AND OTHER INCOMPATIBLE ACTIVITIES**

1. No employee of the District shall solicit or accept, for self or any third party, tips, favors, benefits, gifts or gratuities or other consideration because of services rendered as a District employee except for de minimis gifts of total value less than \$50. Gifts to the District may be accepted only by District Board action.
2. No employee shall use for private gain or advantage the influence of a District position or the facilities, equipment and supplies of the District.
3. No employee shall divulge confidential information to anyone to whom issuance of such information has not be authorized.

### **PROCEDURE 33 - OUTSIDE EMPLOYMENT**

1. Full-time District employees may not carry on concurrently with their District employment any private business or undertaking if such outside employment interferes, or is likely to interfere, with the satisfactory performance of their District employment, or which creates, or would be likely to create, a conflict of interest or perceived conflict of interest between the outside employment and District employment.
2. Any full-time District employee who is employed, or who is anticipating employment, outside the District service must provide written notification of such outside employment to his/her immediate supervisor. This notification will be considered by the District a request for approval of outside employment. The District may disapprove any request for outside employment if it determines that such employment would be inconsistent, incompatible, or in conflict with District employment. In any event, the District will provide written notice of approval or disapproval within twenty (20) calendar days of receiving the employee's request.

### **PROCEDURE 34 - MAINTENANCE OF VALID DRIVER'S LICENSE AND ACCEPTABLE DRIVING RECORD**

All District employees, who are required to drive a vehicle as part of their responsibilities, must possess a valid California motor vehicle driver's license and maintain a good driving record consistent with requirements from time to time established by the General Manager to protect the District's interests including, but not limited to, its insurability under its automobile liability policies and to avoid liability for acts of employees driving District vehicles. An employee covered under this policy who fails to maintain a valid driver's license or fails to maintain an acceptable driving record will be subjected to discipline, up to and including termination.

### **PROCEDURE 35 - USE OF DISTRICT EQUIPMENT/AUTOMOBILE USE**

1. No District owned equipment, autos, trucks, instruments, tools, supplies, machines, or any other item that is the property of the District shall be used by an employee other than for District business, unless the General Manager approves in advance. No employee shall allow any unauthorized person to rent, borrow, or use any District property, except upon prior written approval of the General Manager.
2. Use of Vehicle Safety Belts. Motor vehicles purchased by the District for use by District personnel are equipped with safety belts. All District personnel who drive district vehicles shall use and ensure that all passengers use available safety belts in the vehicles being operated. Employees will inspect the serviceability of the safety belts at the start of each work day. Passengers shall ride only in those positions of a District vehicle designed for the carrying of passengers.
3. If an employee used his/her personal vehicle on District business and does not receive a car allowance, he/she will be reimbursed at the standard IRS rate in affect at the time of travel.

4. Personal vehicle usage must be authorized by the General Manager to be eligible for reimbursement. When employees use their personal vehicle, their personal automotive insurance shall serve as the primary coverage. If employee is involved in an accident the employee is responsible for any and all terms and deductibles as outlined in their personal automotive policy.

### **PROCEDURE 36 - USE OF DISTRICT TELEPHONES AND CELLPHONES**

1. Use of District telephones is for business and emergency calls only. Employees are not to accept collect calls except from other employees on duty. While employees are allowed limited use of land line District telephones for local personal calls, any personal long-distance charges will be charged to the employee.
2. According to the terms of the Memorandum of Understanding(s), the District shall compensate employees for use of their personal cell phones for business purposes. The District will continue to require employees to use personal cell phones during working hours. Non-represented employees shall receive the same reimbursement as bargaining unit members in accordance with the Memorandum of Understanding.
3. As a policy and general procedure, the District requests that all non-business personal calls, e-mails or text messaging etc. be made during assigned breaks and lunchtime. Family medical or business emergencies are the exception.
4. The employee also acknowledges that the use of cell phones, either hands on or hands free, while driving is prohibited. When calls or text messages are being made or received, the employee should pull the vehicle over prior to use of the cell phone.

### **PROCEDURE 37 - USE OF DISTRICT COMPUTER RESOURCES**

1. District computer resources consist of District-owned or leased personal computers, network, servers, printers, software, and related items. District computer resources are to be used only for work-related purposes during normal work hours. Use of computers for other reasons is allowed during non-working hours, subject to appropriate prior supervisory approval and other provisions of these procedures.
2. Employees must not make modifications to the District's computer resources without permission from the General Manager. This includes installation of non-district owned software or hardware.
3. Only approved software is to be installed on District computers or servers. No personal software is to be installed.
4. Employees must not copy, borrow, or install District-owned software on non-district computers.
5. Employees must not use email systems to transmit, send, receive, forward, display, print, or otherwise distribute any copyrighted material, or messages or materials that are fraudulent, harassing, threatening, derogatory, defamatory, discriminatory, sexist, sexually explicit, obscene, or otherwise inappropriate or unlawful.
6. Employees who use District computer resources should understand that all information created, received, transmitted, viewed, downloaded, or stored on District computers is the property of the District and may be viewed or accessed by the District at any time without prior notice.



### **PROCEDURE 38 - GROOMING POLICY**

All District employees are required to dress appropriately for the jobs they are performing and maintain a standard of cleanliness and grooming commensurate with public service. Therefore, the dress regulations contained in this section shall be followed:

- (a) All clothing must be neat, clean and in good repair.
- (b) Prescribed uniforms and safety equipment must be worn where applicable. District uniforms shall be worn in a professional manner.
- (c) Footwear must be appropriate for the work environment and functions being performed.
- (d) Jewelry is acceptable except in areas where it constitutes a health or safety hazard.
- (e) Good personal hygiene is required.
- (f) Dress must be appropriate to the work setting, particularly if the employee deals with the public.
- (g) Employees shall be mindful of other employees' sensitivity to perfume and other fragrances, and employees shall refrain from wearing fragrances that are offensive or harmful to others.
- (h) All plant operations and sewer maintenance personnel who are assigned uniforms shall be required to wear the uniform clothing provided by the District.

### **PROCEDURE 39 - DISTRICT-SUPPLIED SAFETY UNIFORMS AND EQUIPMENT**

1. Each year, the District shall provide each eligible employee prescription safety glasses as per the terms in the current MOU.
2. All operations, maintenance, engineering and laboratory personnel shall wear hard toed shoes, suitable to protect the feet from falling objects. The District will annually reimburse these employees as per the terms in the current MOU. The safety shoe cost allowance shall be adjusted annually using the CPI for all urban consumers in San Francisco-Oakland-San Jose, CA.

### **PROCEDURE 40 - DRUG AND ALCOHOL ABUSE POLICY**

The District has a vital interest in maintaining safe, healthful, and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to co-workers and the public. The unauthorized possession or use of alcohol, marijuana, or any narcotic, while on duty, or the possession, use, or sale, or other exchange of alcohol, marijuana, or any narcotic poses unacceptable risks for safe, healthful, and efficient operations, and is strictly prohibited.

## 1. APPLICATION

- a. Employees and Applicants. This policy applies to all employees or applicants for positions with the District, unless otherwise expressly indicated in this policy or in writing by the General Manager. Where indicated, some of the policies apply only to employees in "safety-sensitive" positions. As used in this policy, a "safety-sensitive" position is a position which involves duties which may cause risks of harm to persons or property such as using dangerous tools or equipment, performing work at heights, using dangerous chemicals, or routinely operating a vehicle.
- b. Alcohol and Marijuana Use. This policy applies to the consumption of alcoholic marijuana, or any substance including any medication or food containing such substances that it is present in the body at a level in excess of that stated in the guidelines by the Department of Transportation, as amended, and currently set at a breath-alcohol concentration of .02 or as otherwise noted in this Policy. Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.
- d. Drugs, Marijuana, or any Controlled Substances. This policy applies to any substance that, in the opinion of competent medical professionals, causes or may cause significant impairment of job performance or which causes or may cause behavior that is a threat to the safety of the affected employee or others. All substances listed in any federal, state or local controlled substance acts or regulations, including, but not limited to, amphetamines, opiates, phencyclidine (PCP) and cocaine, and those substances listed in Schedules I through V of Section 202 of the federal Controlled Substances Act, are covered by this policy.

## 2. PROHIBITIONS

All employees are prohibited from:

- a. reporting to work or performing any job duties while their ability to perform job duties is impaired due to on or off-duty alcohol, marijuana or substance use;
- b. possessing, manufacturing, or using alcohol, marijuana or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours, on breaks, during meal periods or anytime while on District property or at District sponsored events
- c. directly or through a third party selling, manufacturing, or providing drugs or alcohol to any person, including any employee, while either or both employees are on duty, or on District property;
- d. failing to notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of District equipment; this includes the misuse of prescribed medications;
- e. failing to provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name;
- f. refusing to immediately submit to any aspect of an alcohol, drug, or controlled substance test required by District's Drug and Alcohol Abuse Policy or any tampering, obstruction of or interference with testing procedures;

- g. consuming alcohol, drugs, or controlled substances during the eight hours immediately following an accident in which the employee was involved, or until the employee undergoes a post-accident alcohol or drug test, whichever comes first; refusing to submit to a search of personal properties when directed by the District, upon reasonable suspicion of drug or alcohol use.

### 3. ALCOHOL AND DRUG TESTING

In carrying out and enforcing this policy, the District may require the following types of testing:

- a. **Pre-employment Testing.** Following an offer of employment, the District shall require all applicants to submit to a test for alcohol and illegal drug use as a condition of employment in accordance with the California Labor Code and any applicable federal regulation. Any applicant who refuses to provide consent for this test, or who receives a verified positive result may be disqualified from District employment.

Applicants to safety-sensitive positions or existing employees who are transferring for the first time to a safety-sensitive position shall also be asked to provide, by written consent, alcohol and drug testing records from prior employers for the two-year period prior to the date of application. These records shall include any alcohol test results of .04 or higher alcohol concentration; refusals to be tested; verified positive drug tests; and documentation of the successful completion of return-to-duty requirements.

The applicant/transferee must also provide information regarding whether he/she has tested positive or has refused to test on any pre-employment drug or alcohol test for any job that is related to the position applied for but not obtained during the prior two years.

- b. **Reasonable Suspicion Testing and Search.** If a co-worker or supervisor reasonably suspects that an employee is under the influence of alcohol, drugs, or controlled substances while performing job duties or operating District equipment, the co-worker or supervisor must immediately notify the General Manager. Upon approval by the General Manager, the employee may be required to submit to an alcohol and/or drug test. An employee's refusal to submit to such a test is cause for discipline, up to and including termination.

Moreover, the District reserves the authority to search, without employee consent, all areas of District property which the District maintains control or joint control with the employee.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

Examples of indicators that can form a reasonable suspicion that an employee is under the influence of alcohol, drugs, or controlled substances include, but are not limited to, direct observation of the following:

1. slurred speech;
2. glassy or bloodshot eyes;
3. odor of alcohol;
4. unsteady walking and movement;
5. an accident involving District property, employee or client;

6. a near accident or other safety violation;
  7. physical or verbal altercation;
  8. possession of alcohol, drugs, controlled substances, or drug paraphernalia;
  9. sleeping on the job;
  10. abnormal or erratic behavior;
  11. information either provided by reliable and credible sources or independently corroborated.
- c. Post-Accident Testing. Unless the District determines that the employee's performance was not a contributing factor, any employee involved in a reportable accident may be subject to an alcohol test within two hours following the accident and to a drug test within 32 hours following the accident. Not only may the operator of any involved vehicle be tested, but so may any other employee whose performance may have contributed to the accident, such as the employee who maintains the vehicle or worksite where the accident occurred.

An accident is considered reportable if it occurs while in a District vehicle, on District property, or when performing any District-related business and involves any of the following: 1) a fatality; 2) a shooting or other serious incident; or 3) the issuance of a citation by law enforcement to the employee for a moving traffic violation arising from the accident and a) bodily injury demanding immediate medical treatment away from the scene of the accident or b) vehicular damage so that the vehicle must be towed away from the scene of the accident, even after simple repairs on the scene.

- d. Random Testing. All District employees in safety-sensitive positions may be subject to random alcohol and drug testing. Depending on the random selection, some employees may be tested more than once in a year, while others are not tested at all. Testing shall take place just prior to the employee performing a safety-sensitive function, while the employee is performing a safety-sensitive function, or just after the employee has stopped performing a safety-sensitive function.
- e. Return-to-Duty Testing. An employee who has violated this Policy may be subject to a return-to-duty test, and up to twelve unannounced drug/alcohol tests during the first twelve months back to a safety-sensitive position. The results must indicate a blood alcohol concentration of less than .02, or in cases of a drug test, must indicate a verified negative result. This testing is separate from any random testing obligation.

#### 4. TESTING PROCEDURES

- a. Testing administrators. The drug or alcohol testing of applicants or employees shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results under Department of Transportation guidelines.
- b. Testing Procedures. The procedures regarding alcohol and drug testing, including analytical urine-controlled substance testing and breath testing for alcohol, will be those set out under Department of Transportation guidelines, specifically 49 CFR Part 40. 1, et. seq.
- c. Non-Safety-Sensitive Employees. For non-safety-sensitive employees, the District Manager, in his or her discretion, may authorize internal or other testing administrators and procedures, in lieu of or in addition to those provided under the Department of Transportation guidelines.

## 5. CONSEQUENCES OF FAILING AN ALCOHOL AND/OR DRUG TEST

An employee whose alcohol test indicates an alcohol concentration level between .02 and .04 shall be removed from his/her safety-sensitive duties or position for at least 24 hours. An employee whose alcohol test indicates an alcohol concentration level greater than .04, or who has a positive drug test result shall be removed from his or her safety-sensitive duties or position for a period to be determined by the General Manager. The District, in its discretion, may discipline, up to and including termination, an employee who fails, one or more times, a drug or alcohol test.

The District may also require that an employee be evaluated by a Substance Abuse Professional (SAP). A SAP is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with clinical experience in the diagnosis and treatment of alcohol and substance abuse related disorders.

The SAP shall evaluate the employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substances abuse or misuse. Assessment by an SAP does not shield an employee from disciplinary action up to and including termination or guarantee a discharged employee reinstatement with the District.

If an employee is allowed to return to duty following a positive test result, he/she must do the following: follow the rehabilitation program prescribed by the District, through the SAP; pass return-to-duty drug and alcohol tests; and be subject to unannounced follow-up tests for a period of one to five years, to be determined by the General Manager. The cost of any treatment or rehabilitation services shall be the responsibility of the employee or his/her insurance provider. Employees shall be allowed to take unpaid leave time while participating in the prescribed rehabilitation program.

Employees who re-enter the work force must agree to a re-entry contract that contract may include (but is not limited to):

- a. A release-to-work statement from an approved Substance Abuse Professional;
- b. A negative test result for drugs and/or alcohol;
- c. An agreement to unannounced frequent follow-up testing;
- d. A statement of expected work-related behaviors; and
- e. An agreement to follow specified after-care requirements with the understanding that violation of the re-entry contract is grounds for termination.

After the District has complied with any legal obligation to reasonably accommodate an employee's protected disability, if any, the District may terminate an employee who is unable to perform the essential functions of the job, in accordance with applicable law.

## 6. CONFIDENTIALITY

- a. The District is obligated to maintain records of the administration, including violations, of this Policy for a period of five years. However, laboratory reports and test results shall not appear in an employee's general personnel file. Information of this nature shall be contained in a separate confidential medical file that shall be securely kept at the District.

- b. The reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when the information:
  - i. Is compelled by law or by judicial or administrative process;
  - ii. Has been placed at issue in a formal dispute between the employer and employee;
  - iii. Is to be used in administering an employee benefit plan;
  - iv. Is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

## 7. VIOLATIONS OF POLICY

- a. **Removal from Work Site.** Employees reasonably believed to be under the influence of alcohol, drugs, or controlled substances shall be immediately prevented from engaging in further work and shall be detained for a reasonable time until they can be safely transported from the work site.
- b. **Discipline.** All applicants and employees covered by this policy should be aware that violations of this policy may result in discipline, up to and including termination, or for applicants, not being hired. Discipline may be imposed regardless of whether or not an employee is charged with and/or convicted of any crime related to any violation of this Policy.

Any violation of this Drug and Alcohol Policy that may constitute criminal conduct or violation of the Department of Transportation regulations may be reported to the appropriate law enforcement agencies and/or subject the employee to civil penalties.

### **PROCEDURE 41 - NO SMOKING POLICY**

Smoking is prohibited in all enclosed areas within the District facilities. This includes common work areas, meeting rooms, maintenance shops, private offices, hallways, employee lunch room, laboratory, rest rooms, locker rooms, vehicles and all other enclosed facilities. General Manager may designate smoking areas.

### **PROCEDURE 42 - VIOLENCE IN THE WORKPLACE POLICY**

- 1. Acts of violence, whether threatened, gestured, or carried out will not be tolerated in a District workplace. Anyone witnessing or becoming the subject or victim of such behavior shall immediately report it to the proper authorities for investigation. Minimizing the threat of violence is a duty of all employees to ensure a safe workplace.
- 2. It is the responsibility of all employees to notify a supervisor or manager, the General Manager or his/her designee immediately of any violent act or a threat, or if a violent act or threat against them or any other District employee occurs in the workplace or is directly associated with their employment with the District. Notification may be made to any of these persons as appropriate and shall be as soon as practicable. Retaliation or the threat of retaliation against a person who reports such an incident is unlawful and shall not be tolerated.

3. District employees shall not possess the following instruments at a District worksite or on District property, including District parking lots, unless there is a work-related purpose and written approval has been obtained from the General Manager:
  - a. Firearms;
  - b. Explosives or ammunition;
  - c. Fixed blade knives;
  - d. Folding knives with blades over 3.5 inches;
  - e. Illegal weapons such as those defined in Section 12020 of the California Penal Code.
4. The District shall take appropriate disciplinary action, up to and including termination of employment, against employees who violate this policy.
5. Procedures - Imminent or Actual Violent Acts
  - a. Employee Responsibilities. An employee who is in immediate apparent danger of a violent act, or an employee who witnesses a violent act or the threat of a violent act shall, whenever possible:
    - i. Place themselves in a safe location.
    - ii. Call 911 and request the immediate response of a police officer. Be prepared to inform the police dispatcher of the circumstances and exact location of where an officer is needed.
    - iii. Inform a supervisor or manager of the circumstances.
    - iv. Refer media inquiries to the General Manager.
    - v. Cooperate fully in any administrative or criminal investigation which shall be conducted under this policy and the law.
  - b. Supervisor/Manager Responsibilities:
    - i. Place themselves in a safe location.
    - ii. A supervisor or manager who is informed of a violent act or the threat of a violent act shall whenever possible ensure the immediate safety of employees and the worksite by calling 911, and notify the General Manager;
    - iii. If feasible, the supervisor/manager shall have the involved individuals wait in separate rooms or locations until the police take control or remove them from the premises.
    - iv. In consultation with the General Manager, determine if it is appropriate to obtain a restraining order or other appropriate injunctive and/or other legal and/or equitable relief.
    - v. Reassign/relocate personnel or job duties, if required.
    - vi. Any other action deemed by the District to be necessary or required under the circumstances.
    - vii. Supervisors shall obtain basic information from the employee and provide this to responding police personnel.
    - viii. Refer media inquiries to the General Manager.

6. Procedures — Future Violence:

- a. Employees who have reason to believe they, or another District employee, may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their employment with the District, shall inform their supervisor immediately so appropriate action may be taken. The supervisor shall inform his/her department manager.
- b. Employees shall immediately supply a copy of a signed and filed restraining order, temporary and/or permanent, to their supervisor and the General Manager or his/her designee, if the individual against whom the restraining order was issued due to potential acts of violence, would be in violation of the order by coming near the employee at work.

7. Post-Incident Review:

- a. The General Manager or his/her designee may conduct a post-incident review and use the review to evaluate this policy and procedure. The District may determine what continuing support systems are needed and oversee post-incident activities.
- b. Workplace Violence Log

The District will maintain a log of all incidents of workplace violence even if the incident did not result in injury. The log shall include the following:

- \* Incident date, time, location
- \* Workplace Violence Type
- \* Detailed Description of the incident
- \* Classification of who committed the act
- \* Circumstances and Location of the incident
- \* What steps were taken to protect the employees from further threats or hazards.

### **PROCEDURE 43 - PERSONNEL RECORDS**

The District shall maintain an official personnel file for each of its employees. Personnel files contain such personnel records as may be deemed necessary for the administration of human resources in the District. Certain records in the personnel file, such as injury reports and confidential medical records, are physically maintained in separate files.

Personnel files shall be made available for inspection by employees within a reasonable time after an employee's request and without loss of pay, provided that employees must make arrangements with the General Manager if the inspection occurs on duty. Upon written request, employees may obtain copies of the materials subject to inspection. The District may preclude inspection of certain information in accordance with the law, such as background and other pre-employment information, and materials relating to confidential investigations.

Any documents containing medical information about employees shall be kept in a separate file and locked in a cabinet. Medical information shall be kept confidential.



## **PROCEDURE 44 – PAYMENT GUIDELINES FOR WORK-RELATED EXPENSES**

The following outlines District guidelines for payment of expenses related to technical training, certifications, conferences, mileage reimbursement, personnel cell phone use for business, incentive program, and WEF/CWEA membership dues. The General Manager can approve exceptions to these guidelines as deemed appropriate and consistent with District policy.

All payment requests shall be submitted with the employee's timecard and include an expense report including a description and all appropriate receipts, overtime and time off slip and supporting documents. Timecards are due the Monday following the Friday pay period end date. All expense reports for the current pay period must be signed by the Supervisor and attached to employee timecards.

### **1. Incentive Program**

A. Certification requests for the incentive program should be submitted with timecards on Monday. The submittal should include certificate documentation and the issuance date.

B. The start date for the incentive payment will be the certificate issuance date. Incentive pay will be paid retroactively to the issuance date, if needed. Employees should submit certification incentive requests in a timely manner to avoid lengthy retroactive periods.

### **2. Mileage and Meal Reimbursement**

A. Mileage reimbursement will be compensated at the IRS rate at time of travel for approved work-related training and dinner meetings/facility tours/conferences. Employees are encouraged to carpool. Mileage reimbursement for employee car usage will be for actual miles driven to the event minus the employee's normal commute mileage.

B. The District shall pay air fare to and from the meeting for employees not using either District or private vehicles. Transportation reimbursement will be limited to the lower amount of either public transportation fare (e.g., air or rail) or the current mileage allowance provisions of the IRS if a privately-owned vehicle is used.

C. To obtain mileage reimbursement, the employee must fill out a request for reimbursement form and submit it with timecards on Monday. Mileage reimbursement payments will be included on the employee's paycheck on the next pay period.

D. For meals not covered under an event registration, a form must be submitted with the timecards on Monday. Meal reimbursement payments will be included on the employee's paycheck on the next pay period.

E. Mileage for certification tests is not eligible for reimbursement.

### **3. Certification Tests**

A. Reimbursement for required or desired certificates and renewals will only be made for certificate tests passed.

B. Employees will use their own time to take certification tests during work or after work hours.

- C. Reimbursement requests with documentation shall be submitted with timecards in a timely manner. Payment will be included on the employee paycheck in the employee's next pay check.
- 4. SWRCB Certification Preparation Classes
  - A. Employees are annually eligible for one District-paid SWRCB certification preparation class.
  - B. The District will pay for the class and allow the employee to complete the class during work hours. The employee is responsible for mileage, meals, and overnight accommodations.
- 5. Conferences and Technical Training
  - A. Approved industry conference and technical training class expense statements shall be submitted with timecards on Monday. Payment will be included on the employee's paycheck on the next pay period.
  - B. Employees will be reimbursed for lunch if the conference or technical training is 4 hours or longer.
- 6. WEF and CWEA Membership
  - A. Employees submit to the office the new member/renewal notice with a timecard.
  - B. The District will pay the new member/renewal fee for the employee.

**PROCEDURE 45 - EMPLOYEE ORGANIZATIONS AND EMPLOYER-EMPLOYEE RELATIONS**

The purpose of this procedure is to present reasonable procedures for the administration of employer-employee relations pursuant to the Meyers-Milias-Brown Act. The following represent policies governing employer-employee relations at the District. These procedures supersede all previous employer-employee procedures and resolutions and any other written policies that may conflict with it.

**Article I - General Provisions**

Definitions,

As used in this Resolution, the following terms shall have the meanings indicated:

- A. 'Appropriate Unit' means a unit of employee classes or positions, established pursuant to this procedure.
- B. "Confidential Employee" means an employee who has access to confidential information relating to the District's employer-employee relations.
- C. "Consult/Consultation in Good Faith" means to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions; and, as

distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not necessarily involve an exchange of proposals and counterproposals with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to impasse and impasse-resolution procedures specified in this PROCEDURE.

- D. "Employee Relations Officer" means the General Manager or the General Manager's duly authorized representative or designee.
- E. "Impasse" means a deadlock in negotiations concerning matters within the scope of representation.
- F. "Management Employee" means (1) an employee having responsibility for formulating, administering or managing the implementation of District policies and programs; or (2) any employee having authority, in the interest of the District, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them or to adjust their grievances, or to recommend any of the foregoing personnel actions if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires some use of independent judgment.
- G. "Proof of Employee Support" means (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of a petition.
- H. "Exclusively Recognized Employee Organization" means an employee organization which has been formally acknowledged by the District as the sole employee organization representing the employees in an appropriate unit designated pursuant to this PROCEDURE, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.
- I. "Memorandum of Understanding" or "MOU" means a written, negotiated agreement or contract between the District and an Exclusively Recognized Employee Organization that sets out wages, hours and fringe benefits over a stated period of time. MOUs are not binding until approved by the District Board of Directors.
- J. "Meyers-Milias-Brown Act" or "MMBA" refers to the California Government Code sections 3500, et seq.

## **Article II - District Rights**

District management rights are on Page 4. With respect to employer-employee relations, District management rights include but are not limited to:

- A. The rights to establish and modify bargaining units, to assign new or amended classifications to particular bargaining units, and to designate any position confidential, supervisory, management or otherwise for bargaining unit assignments pursuant to the MMBA.

- B. The right to take any appropriate lawful measure to ensure the best delivery of services to the public in response to any work stoppage, including without limitation: (a) altering work schedules or locations to ensure coverage; (b) investigating absences to ensure no violation of District policies.

Except in cases of emergencies, the District shall provide advance notice to each recognized employee organization affected by any ordinance, procedure, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the District and shall give such recognized employee organization the opportunity to meet with District representatives. In the event of emergency causing the District immediately to adopt an ordinance, procedure, resolution or regulation directly relating to matters within the scope of representation, the District shall provide notice and opportunity to meet at the earliest practicable time.

### **Article III — Rights of District Employees**

Unless specifically in conflict with a MOU, all employees shall enjoy the following rights:

- A. The right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations;
- B. The right to refuse to join or participate in the activities of employee organizations; and
- C. The right to be free from interference, intimidation, restraint, coercion, or discrimination because of exercising rights specified in this section.

## APPENDIX DEFINITIONS

Unless the context otherwise indicates, terms used herein have the following meanings:

1. "District" means Sausalito-Marin City Sanitary District.
2. "Board" means the Board of the District.
3. "General Manager" means the General Manager or Acting General Manager of the District or designee.
4. "Personnel Committee" means the two-member Committee of the Board responsible for review of personnel matters at the District.
5. "Position" means any duties and responsibilities performed by one District employee.
6. "Classes" or "Classes of Positions" means that group of positions sufficiently similar in respect to duties and responsibilities so that the same descriptive title may be used to designate each position allocated to the class, the same entrance qualifications be required of candidates applying for appointment to positions in the class, the same tests of fitness may be used to choose qualified employees and that the same salary range may be made to apply.
7. "Job Description" means the description approved by the Board, of any class setting forth the duties, responsibilities and tasks assigned to the position in the class, and the essential qualifications necessary to ensure that the persons appointed are capable of performing the assigned duties.
8. "Classification Plan" means an orderly arrangement of classes covering all positions, together with salary ranges for each class.
9. "Eligible List" means a list of persons qualified to accept employment in any one class.
10. "Emergency Appointment" means an appointment made during an actual emergency to prevent the stoppage of public business for a period not to exceed 60 working days.
11. "Holidays" means those specific days designated under PROCEDURE 17 hereof.
12. "Week" means any consecutive seven-day period commencing at 12:01 o'clock AM of any Saturday.
13. "Non-exempt employee" means an employee who is not exempt from the overtime provisions of federal law and will receive overtime in accordance with Federal law.
14. "Exempt employee" means an employee who is exempt from the overtime provisions of federal law and whose salary or other compensation is intended to cover all hours worked and to whom no additional overtime will be paid.
15. "Operations and Maintenance personnel" means Operator in Training, Engineer in Training/Lab Technician, O&M Technician I/II/III, Electrical/Mechanical Maintenance Technician, Lab Director and Lead Operator
16. "Regular Status" means the status of employees who have satisfactorily completed their probationary period, and are regularly scheduled to work a minimum of eighty (80) hours per pay period

17. "Extended Leave" means any leave beyond the employee's accrued vacation or sick leave.
18. Alternative "9-80" is a work schedule which consists of eight 9-hour days, one 8-hour day and one day off in a 2-week period. It is typically Monday-Friday.
19. Alternative "4-10" is a work schedule which consists of four 10-hour days for 4 straight days. It is typically Monday - Thursday or could be Tuesday-Friday.
20. Normal "5-8" is a work schedule which consists of five 8-hour days for 5 straight days. It is typically Monday-Friday.

**ATTACHMENT A**

**COMPLAINT OF HARASSMENT OR DISCRIMINATION**

Name of Complainant: \_\_\_\_\_

Name of Person(s) Who Engaged  
in Harassment or Discrimination: \_\_\_\_\_

Date Complaint submitted: \_\_\_\_\_

1. What happened? (Describe details including names of witnesses, where the incidents occurred, and date of incidents. Please attach extra pages, if necessary.)

2. The District prohibits discrimination or harassment based on a protected category (i.e., race, color, religion, ancestry, national origin, age (40 and above) sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression physical or mental disability, medical condition, genetic information, marital status, military or veteran status political affiliation/belief and any other basis protected by law).

Do you believe that you were harassed or discriminated against because you are in one or more of these protected categories?

Circle one: Yes No

If you believe you were discriminated against or harassed based on your being in one or more protected category (as listed above), state which protected category (or categories) you are in, which was the basis of the harassment or discrimination:

3. State the factual basis for your belief that you were harassed or discriminated based on the protected category you have listed above. (Please feel free to use extra pages)

4. Have you told anyone about these incidents? If yes, please state the names of the people you have informed and the date you informed them.

\_\_\_\_\_  
Name of Complainant

\_\_\_\_\_  
Date

Received by: \_\_\_\_\_

Date received: \_\_\_\_\_



**SAUSALITO-MARIN CITY SANITARY DISTRICT**  
**PERFORMANCE EVALUATION POLICY**  
**GENERAL MANAGER**

**Policy**

The Board of Directors (“Board”) shall review the performance of the General Manager initially after six months and then annually thereafter using a process that provides for discussion and encourages feedback for the evaluation of performance and mutually developed goals.

**Guidelines**

Evaluations should occur in Closed Session annually during the first Board meeting of the month in which the evaluation is due, or on another date mutually acceptable to the Board and the General Manager. The Secretary of the Board shall maintain a notification system, which tracks the date when the evaluations are due to ensure the Board Agenda is properly noticed and to provide advance notice to the Board and the General Manager.

The Board will receive an evaluation form to be completed prior to the formal performance review and complete the form prior to the Closed Session review. The Board may request staff input for the review.

During the scheduled Closed Session, the Board should first meet as a group without the General Manger to review and discuss the results of their assessment, then meet as a group with the General Manager to verbally discuss their assessment. The General Manager should be given the opportunity to provide feedback and/or clarification to the Board relative to his/her assessment.

Following the Closed Session, the Board shall determine an overall evaluation of the General Manager’s performance for the past review period and may provide written notification to the General Manager of this assessment. A copy the evaluation should be placed in the General Manager’s personnel file. If the Board concludes that a compensation adjustment is appropriate, a representative of the Board may approach the General Manager to negotiate an appropriate adjustment proposal, or the matter may be set without negotiation for an open session decision on the General Manager’s compensation. Under either approach, any increase in compensation will require approval in open session at a properly noticed regular Board meeting.

## ***GENERAL MANAGER PERFORMANCE REVIEW***

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**Employee Name:** \_\_\_\_\_

**Review Period:** \_\_\_\_\_ to \_\_\_\_\_

This form should be completed by each member of the Board of Directors to evaluate the General Manager's performance in each of the areas noted below. Performance levels should be noted, based on the following scale:

**PERFORMANCE REVIEW STANDARDS:** The following standards shall be used in evaluating employee performance.

*1 = Unsatisfactory - Performance and results achieved are inadequate and did not meet acceptable*

*2 = Needs Improvement - Performance and results did not meet some of the requirements of the job.*

*3 = Meets Job Requirements - Meets performance standards and results expected.*

*4 = Exceeds Job Requirements - Performance and results achieved exceeded expectations in a number of key areas.*

*5 = Outstanding - Performance and results surpassed all requirements of the job.*

### **PERFORMANCE CATEGORIES**

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1. \_\_\_\_ Operates and maintains a safe wastewater treatment plant.
2. \_\_\_\_ Meets all regulatory requirements.
3. \_\_\_\_ Provides a high quality work place by fostering professional growth, teamwork, and job satisfaction.
4. \_\_\_\_ Delivers services to our community that are efficient, economical, and environmentally sustainable.
5. \_\_\_\_ Uses technology to provide accessible and useable information to both our communities and staff.
6. \_\_\_\_ Manages and protects assets and investments through sound financial policies and business practices.
7. \_\_\_\_ Collaborates with neighboring agencies to achieve efficiencies for the public and to protect the environment.

8. \_\_\_\_ Encourages stakeholder discussion and development of strategies for protecting the bay and addressing regional wastewater issues.
9. \_\_\_\_ Promotes public participation, education and understanding of the services we provide.
10. \_\_\_\_ Demonstrates effective leadership and management utilizing consensus decision making fostering a participatory, collaborative and inclusive work environment for employees.

## **NARRATIVE REVIEW**

11. What would you identify as the General Manager's strengths?

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12. What performance areas would you identify as needing improvement? Why? What constructive, positive suggestions can you offer the General Manager to enhance performance?

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13. Other Comments?

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**Evaluator Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**ATTACHMENT D**

**DISTRICT'S RESPONSE TO EMPLOYEE'S REQUEST FOR MEDICAL LEAVE  
OF ABSENCE FOR EMPLOYEE  
OR DUE TO THE NEED TO CARE FOR A FAMILY MEMBER**

DATE:

TO:

FROM:

SUBJECT: Response to Request for Medical Leave of Absence

On \_\_\_\_\_, you notified the District of your need to take family/medical leave due to: (describe requested need for leave)

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You notified the District that your need for this leave will begin on \_\_\_\_\_ and that you expect the leave to continue until \_\_\_\_\_.

This is to inform you that you are \_\_\_ eligible / \_\_\_ not eligible for leave under the District's Medical Leave of Absence policy.

If you are eligible, your leave will be counted against your annual Medical Leave of Absence.

You must use your available sick leave, vacation, and compensatory time during this leave. After your leave bank has been exhausted, your leave will be unpaid. Your District-paid health benefits will continue during the duration of your leave.

You may be required to provide recertification from your health care provider during your leave, at the District's request.

District Representative: \_\_\_\_\_

Date: \_\_\_\_\_

\*After completion, this form shall be maintained in a separate, locked file.

**SAUSALITO- MARIN CITY SANITARY DISTRICT**  
**CERTIFICATION/GRADE LEVEL FOR WHICH ADDITIONAL COMPENSATION IS PROVIDED - GENERAL UNIT**  
**EFFECTIVE DATE: July 1, 2017**

<b>Classification</b>	<b>Mechanical Technologist</b>	<b>Laboratory Analyst</b>	<b>Operator</b>	<b>Collections</b>	<b>Electrical &amp; Instrumentation</b>	<b>Environmental Compliance</b>	<b>HR Certification <sup>8</sup></b>	<b>Microsoft Software Applications <sup>9</sup></b>	<b>Incentive <sup>6</sup> (% Per Cert.)</b>
Lead Operator <sup>1</sup>	III	I	IV	II	II				2.5
Lab Director <sup>2</sup>			II			II			2.5
Lab Technician II <sup>3</sup>									2.5
Lab Technician I <sup>4</sup>									2.5
Elect/Main Tech III <sup>5</sup>	III				III				2.5
O&M Tech III <sup>1</sup>	III	I	IV	II	II				2.5
O&M Tech II <sup>1</sup>	II	I	III	I	I				2.5
O&M Tech I (OIT) <sup>1</sup>	I	I	II	I					2.5
Office Mgr/Admin Assist.							PHR	MCAS	2.5

<sup>1</sup> - Operators are required to have a minimum level of Wastewater Treatment Operator Certification issued by the State Water Resource Control Board equal to their O & M Tech level, I, II, or III or job description. This certification is not eligible for incentive pay.

<sup>2</sup> - The Laboratory Director is required to hold a Laboratory Analyst Grade III certificate issued by the California Water Environment Association. This certification is not eligible for incentive pay.

<sup>3</sup> - The Laboratory Technician II is required to hold a Laboratory Analyst Grade II certificate issued by the California Water Environment Association. This certification is not eligible for incentive pay.

<sup>4</sup> - The Laboratory Technician is required to hold a Laboratory Analyst Grade I certificate issued by the California Water Environment Association. This certification is not eligible for incentive pay.

<sup>5</sup> - The Electrical/Mechanical Maintenance Technician is required to hold a Grade II Electrical/Instrumentation Technician and Grade II Mechanical Maintenance Technologist certificate issued by the California Water Environment Association. This certification is not eligible for incentive pay.

<sup>6</sup> - Incentive is in percent of monthly salary. 10 % total cap on combined incentives, as presented.

<sup>7</sup> - Certification above stated levels not additionally compensated. Upon promotion to a higher level position, employees will be provided a six-month grace period to obtain the required higher level incentive certification. If after six-months the higher level certification is not obtained, the incentive will be removed until such time as the certification is obtained.

<sup>8</sup> - Professional Human Resource Certification as administered by the HR Certification Institute.

<sup>9</sup> - Microsoft Certified Application Specialist (MCAS) for Vista Business Worker, Word, Excel, PowerPoint, Access. Employee must demonstrate proficiency every four years by successfully passing Microsoft exams for each of the referenced applications in order to maintain the incentive.

# Sausalito-Marín City Sanitary District

## Request for Lactation Accommodation

Name of the Employee:	
Address:	
Contact no.	Email:

Start Date for Requested Accommodation:	
Requested Number of Breaks Per Day:	
Approximate Lactation Break Schedule Dates and Times:	

Employee Signature:	Date:

Please return this form to your supervisor at least 5 business days before the start of request for Lactation Accommodation.

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Supervisor Name (Print)	Supervisor Signature:	Date Received: