



# Employee Handbook

**Arrowbear Park  
County Water District**

**January 2023**

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## **Welcome**

Welcome to Arrowbear Park County Water District!

Dear Employee:

You and Arrowbear Park County Water District have made an important decision: The District has decided you can contribute to our success, and you've decided that Arrowbear Park County Water District is the organization where you can pursue your career productively and enjoyably.

We believe we've each made the right decision, one that will result in a profitable relationship. The minute you start working here, you become an integral part of Arrowbear Park County Water District and its future. Every job in our District is important, and you will play a key role in the success of our District.

As you will quickly discover, our success is based on delivering high quality services and providing unsurpassed customer service. How do we do it? By working very hard, thinking about our customers' needs, and following the mission and policies established by the elected Board of Directors. We do it by treating each other and customers with respect. We do it by acting as a team.

Should you have any questions concerning this handbook, your employment or benefits, please feel free to discuss them with your Supervisor or the General Manager.

Again, welcome!

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## **Introduction & Description of District**

The Arrowbear Park County Water District is a California Community Services District (“District”) formed in 1954 and is governed by a locally elected five (5) member Board of Directors.

The District provides water service, sewer collections, and fire protection services. The District’s mission is:

**“The mission of the Arrowbear Park County Water District is to provide the highest quality water, sewer, and fire protection services to the community of Arrowbear Lake in the most economical and efficient manner possible. Our goal is to accomplish our mission with the highest standards of integrity, ethics, accountability, and transparency. As public servants we pledge to provide prompt and courteous service to the community we serve.”**

Employment policies are established by the District’s Board of Directors and are administered by the District’s Managers and Supervisors. Since circumstances often change, the District must reserve the right, in its sole discretion, to change or delete existing policies and to add new ones. Such changes are valid only when made and approved in writing by the Board of Directors. You will be notified when changes are made and you will be provided supplemental material for inclusion in your copy of the Employee Handbook.

To the extent any part of the Handbook is inconsistent with the terms of a written employment agreement signed by the President of the Board of Directors, the terms of the employment contract shall prevail.

## **Employment Policies Generally**

These employment policies are designed to comply with all applicable federal, state and local employment laws, regulations and ordinances. Accordingly, to the extent of any conflict between such applicable laws, regulations or ordinances the District’s employment policies should be interpreted and applied to be consistent with such laws, regulations and ordinances. If you believe that a District employment policy is in conflict with one of these, please notify the General Manager so that appropriate remedial measures may be undertaken. When the District becomes aware of an actual conflict between its policies and applicable law, regulations or ordinances it will take steps to revise the policy and provide employees with a written change to the policies within a reasonable period of time.

## **Conflict of Interest**

Employees must avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of Arrowbear Park County Water District. You must avoid any situation in which your loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist.

### ***Board Approved District Policy States:***

**1020.10**      *The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political*

*Practices Commission has adopted a regulation, 2 Cal. Code of Regs. §18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A in which members of the board of Directors and employees are designated, and in which disclosure categories are set forth, constitute the conflict of interest code of the Arrowbear Park County Water District.*

**1020.20** *Designated employees shall file statements of economic interests with the Clerk of the County of San Bernardino.*

Examples of potential conflict situations include:

1. Having a financial interest in any business transaction with Arrowbear Park County Water District;
2. Owning or having a significant financial interest in, or other relationship with, a Arrowbear Park County Water District contractor, customer or supplier; and
3. Accepting gifts, entertainment or other benefit of more than a nominal value from an Arrowbear Park County Water District contractor, customer or supplier.

Anyone with a conflict of interest must disclose it to management and remove themselves from negotiations, deliberations or votes involving the conflict. You may, however, state your position and answer questions when your knowledge may be of assistance to Arrowbear Park County Water District.

### **Giving and Receiving Gifts**

You may not give or receive money or any gift to or from a supplier, government official or other organization. Exceptions may be made for gifts that are customary and lawful, are of nominal value and are authorized in advance.

You may accept meals and refreshments if they are infrequent, are of nominal value and are in connection with business discussions.

If you do receive a gift or other benefit of more than nominal value, report it promptly to a member of management. It will be returned or donated to a suitable charity.

### ***Board Approved District Policy States:***

**2155.10** *An employee and/or Board member or his/her immediate family may not accept from, or provide to, individuals or companies doing or seeking to do business with the district, gifts, entertainment, and/or other services or benefits unless the transaction meets all of the following guidelines:*

**2155.10.1** *Is customary and gives no appearance of impropriety and does not have more than a nominal value;*

**2155.10.2** *Does not impose any sense of obligation on either the giver or the receiver;*

**2155.10.3** *Does not result in any kind of special or favored treatment;*

**2155.10.4** *Cannot be viewed as extravagant, excessive, or too frequent considering all*

*the circumstances including the ability of the recipient to reciprocate at district expense.*

**2155.10.5** *Is given and received with no effort to conceal the full facts by either the giver or receiver.*

## **Anti-Discrimination & Harassment**

### **Americans with Disabilities Act**

It is Arrowbear Park County Water District's policy that we will not discriminate against qualified individuals with disabilities with regard to any aspect of their employment. Arrowbear Park County Water District is committed to complying with the American with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973 and the Fair Employment and Housing Act (FEHA).

Arrowbear Park County Water District recognizes that some individuals with disabilities may require accommodations at work. If you are currently disabled or become disabled during your employment, you should contact the General Manager to discuss reasonable accommodations that may enable you to perform the essential functions of your job.

### **Equal Opportunity Policy**

#### ***Board Approved District Policy States:***

**2210.10** *Arrowbear Park County Water District provides equal opportunity in all of our employment practices to all qualified employees and applicants without regard to race, color, religion, gender, national origin, age, disability, marital status, military and veteran status, gender identity, genetic information, sexual orientation or any other category protected by applicable federal, state and local laws. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, training and social, and recreational programs. All such employment decisions will be made without unlawfully discriminating on any prohibited basis.*

### **Accommodations**

If you have a disability that limits your ability to perform essential job functions, the District will make reasonable efforts to accommodate you. To assist in the consideration of reasonable accommodation measures, the employee is encouraged to submit any relevant information from his or her physician or other health care practitioner. Further, upon an employee's request for accommodations, a meeting will be scheduled with the General Manager to engage in the "interactive process" where potential accommodations will be discussed.

### **Policy Prohibiting Harassment and Discrimination**

It is legally mandated by State and Federal laws that employees have a right to work in an environment that is free from all forms of harassment and discrimination, including sexual harassment. Sexual harassment is a form of discrimination that is prohibited by Title VII of the Civil Rights Act of 1964 and California Government Code Section 12940. Sexual harassment is a costly form of discrimination that can result in expensive litigation that may result in back pay or punitive damage awards, withdrawal of Federal support funds and/or other adverse actions. District employees have a grave responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance of the District's business and the



maintenance of confidence of the people it serves. It is, therefore, the policy of the Arrowbear Park County Water District that sexual harassment is unacceptable and will not be tolerated.

Arrowbear Park County Water District strives to maintain an environment free from discrimination and harassment, where employees treat each other with respect, dignity and courtesy.

This policy applies to all phases of employment, including but not limited to recruiting, testing, hiring, promoting, demoting, transferring, laying off, terminating, paying, granting benefits and training.

Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, between management and staff employees, between staff employees, or directed at employees by nonemployees conducting business with the District, regardless of gender or sexual orientation.

***Board Approved District Policy States:***

***2220.10*** *Policy Statement.* *District strictly prohibits unlawful harassment and discrimination. This includes harassment and discrimination on the basis of sex, sexual orientation, race, color, ancestry, national origin, religious creed, mental or physical disability, medical condition, age (40 or over), genetic information, military and veteran status, marital status, gender, gender identity, gender expression or any other protected class under applicable law.*

***2220.20*** *Application.*

***2220.20.1*** *This policy applies to all phases of the employment relationship, including, but not limited to, recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.*

***2220.20.2*** *This policy applies to all officers, employees, and volunteers of the District, including, but not limited to, full- and part-time employees, per diem employees, temporary employees, volunteer firefighters, and persons working under contract for the District.*

***2220.30*** *Harassment Defined.* *Harassment may consist of offensive verbal, physical, or visual conduct when such conduct is based on or related to an individual's sex and/or membership in one of the above-described protected classifications, and:*

***2220.30.1*** *Submission to the offensive conduct is an explicit or implicit term or condition of employment;*

***2220.30.2*** *Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or*

***2220.30.3*** *The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.*

***2220.40*** *Examples of Harassment.* *Examples of what may constitute prohibited harassment include, but are not limited to, the following:*

***2220.40.1*** *Kidding or joking about sex or membership in one of the protected classifications;*

***2220.40.2*** *Hugs, pats, and similar physical contact;*

**2220.40.3** *Assault, impeding or blocking movement, or any physical interference with normal work or movement;*

**2220.40.4** *Cartoons, posters, e-mails, texts and other materials referring to sex or membership in one of the protected classifications;*

**2220.40.5** *Threats intended to induce sexual favors;*

**2220.40.6** *Continued suggestions or invitations to social events outside the workplace after being told such suggestions are unwelcome;*

**2220.40.7** *Degrading words or offensive terms of a sexual nature or based on the individual's membership in one of the protected classifications;*

**2220.40.8** *Prolonged staring or leering at a person;*

**2220.40.9** *Similar conduct directed at an individual on the basis of race, color, national origin, sex, ancestry, religious creed, physical or mental disability, medical condition, age (40 or over), marital status, military and veteran status, genetic information, sexual orientation, gender, gender identity, gender expression or any other protected classification under applicable law.*

**2220.50** *Internal Reporting Procedure. Any employee who believes that he or she has been the victim of sexual or other prohibited harassment or discrimination by coworkers, supervisors, clients or customers, visitors, vendors, or others should immediately notify his or her supervisor or, in the alternative, the General Manager, depending on which individual the employee feels most comfortable in contacting.*

*Additionally, supervisors who observe or otherwise become aware of harassment or discrimination that violates this policy have a duty to take steps to investigate and remedy such harassment or discrimination and prevent its recurrence.*

**2220.60** *External Reporting Procedure. Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by coworkers, supervisors, clients or customers, visitors, vendors, or others may file a complaint with the California Civil Rights Department ("the CRD"). The CRD website is [www.calcivilrights.ca.gov](http://www.calcivilrights.ca.gov).*

**2220.70** *Investigation. Upon the filing of a complaint with the District, the complainant will be provided with a copy of this policy. The complainant shall be notified in a timely manner that their complaint has been received and will be investigated. The General Manager is the person designated by the District to investigate complaints of harassment and/or discrimination. The General Manager may, however, delegate the investigation to qualified, impartial personnel at his/her discretion. In the event the harassment or discrimination complaint is against the General Manager, a different investigator shall be appointed by the District's General Counsel. A fair, timely and thorough investigation will be conducted. All parties to the investigation will receive appropriate due process.*

*Charges filed with the CRD are investigated by the CRD.*

**2220.80** *Internal Documentation Procedure. When an allegation of harassment or discrimination is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the General Manager.*

*The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment or discrimination, witnesses interviewed during the investigation, the person against whom the complaint of harassment or discrimination was made, and any other person contacted by the investigator in connection with the investigation. The investigator's notes shall be made at the time the verbal interview is in progress. Any other documentary evidence shall be retained as part of the record of the investigation. Upon completion of the investigation, the results shall be given to the complainant, the alleged harasser, and the General Manager.*

*Based on the report and any other relevant information, the General Manager shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint has been made constitutes unlawful harassment or discrimination. In making that determination, the General Manager shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question; the context in which the conduct, if any, occurred; and the conduct of the person complaining of harassment or discrimination. The determination of whether harassment or discrimination occurred will be made on a case-by-case basis by the General Manager. All investigations will be closed in a timely manner*

**2220.90**     Confidentiality. *All records and information relating to the investigation of any alleged harassment or discrimination and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.*

**2220.100**     Remedies.

**2220.100.1**     Disciplinary Action. *If the General Manager determines that the complaint of harassment or discrimination is founded, the General Manager shall take immediate and appropriate disciplinary action consistent with the requirements of law and any personnel rules or regulations pertaining to employee discipline. Other steps may be taken to the extent reasonably necessary to prevent recurrence of the harassment or discrimination and to remedy the complainant's loss, if any.*

**2220.100.2**     *Disciplinary action shall be consistent with the nature and severity of the offense, the rank of the harasser, and any other factors relating to the fair and efficient administration of the District's operations.*

**2220.100.3**     *In the event a complaint is filed with the CRD, and the CRD finds that the complaint has merit, the CRD will attempt to negotiate a settlement between the parties. If not settled, the CRD may issue a determination on the merits of the case.*

**2220.100.4**     *Where a case is not settled, the CRD may pursue litigation in civil court with the Complainant as the Real Party in Interest. Legal remedies available through the CRD for a successful claim by an applicant, employee, or former employee include possible reinstatement to a former job; award of a job applied for; back pay; front pay; reasonable attorneys' fees; and under appropriate circumstances, actual damages and/or punitive damages, out-of-pocket losses, affirmative relief, training and emotional distress damages.*

**2220.100.5**     *In the alternative, the CRD may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.*

**2220.110**     Retaliation. *Retaliation against anyone for opposing conduct prohibited by this*

*policy or for filing a complaint with or otherwise participating in an investigation, proceeding or hearing conducted by the District or the CRD, is strictly prohibited by the District and state regulations. It may subject the offending person to, among other things, disciplinary action, up to and including, termination of employment.*

**2220.120** Employee Obligation. *Employees are not only encouraged to report instances of harassment or discrimination, they are obligated to report instances of harassment or discrimination.*

**2220.120.1** *Employees are obligated to cooperate in every investigation of harassment or discrimination, including, but not necessarily limited to:*

**2220.120.1.1** *Coming forward with evidence, both favorable and unfavorable to a person accused of harassment or discrimination; and*

**2220.120.1.2** *Fully and truthfully making a written report or verbally answering questions when required to do so during the course of a District investigation of alleged harassment or discrimination.*

**2220.120.2** *Knowingly, falsely accusing someone of harassment or discrimination or otherwise knowingly giving false or misleading information in an investigation of harassment or discrimination shall be grounds for disciplinary action, up to and including, termination of employment.*

### **Sexual Harassment Training**

Arrowbear Park County Water District has established, proper training for all employees concerning their rights to be free from sexual harassment and other discrimination and steps they can take to stop it.

### **Harassment by Nonemployees**

Arrowbear Park County Water District will also endeavor to protect employees, to the extent possible, from reported harassment by nonemployees in the workplace, including contractors, customers, clients and suppliers.

### **Zero Tolerance for Workplace Violence**

Arrowbear Park County Water District has a zero-tolerance policy concerning threats, intimidation and violence of any kind in the workplace either committed by or directed to our employees or property. Employees who engage in such conduct will be disciplined, up to and including immediate termination of employment.

Employees are not permitted to bring weapons (including, but not limited to, firearms, knives and explosives) of any kind onto District premises or to District functions, unless authorized by the General Manager. Any employee who is suspected of possessing a weapon will be subject to a search at the District's discretion. Such searches may include, but not be limited to, the employee's personal effects, desk and workspace.

If an employee feels he or she has been subjected to threats or threatening conduct by a coworker, vendor or customer, the employee should notify his or her supervisor or another member of management immediately. Employees will not be penalized for reporting such concerns.

### **Fair Pay Act Policy**

The District follows all applicable state and federal laws requiring equal pay for employees for substantially similar work. Substantially similar work is a composite of skill, effort and responsibility when performed under similar working conditions. Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity is prohibited. Pay differentials may be valid in certain situations as set forth in applicable law. California's Fair Pay Act and the District prohibit discrimination and retaliation against any employee who invokes or assists in the enforcement of the Fair Pay Act. Employees will not be retaliated against for inquiring about or discussing wages.

If you believe you are not being paid the same wage as other employees engaged in substantially similar work of a different race, ethnicity or sex, please report your concerns to the General Manager so that appropriate corrective action may be taken.

### **Employee Definitions**

#### ***Board Approved District Policy States:***

**2080.10** *A "Full-time" employee is one who has been hired to fill a full-time position in any job classification.*

**2080.20** *A "Temporary" employee is one who is hired to work within any job classification, but whose position is not full-time in nature. The duration of the work assignment of a temporary employee may range from one (1) day to a maximum of six (6) months of continuous service. (Temporary employees are only entitled to benefits required by applicable law.)*

**2080.30** *A "Part-time" employee is one who is hired to work within any job classification, but whose position is not full-time in nature. The part-time employee works whenever the District's work load increases to a level that full-time employees cannot accommodate it. He/she also works standby as discussed in Policy #2010, "Hours of Work and Overtime."*

### **Compensation & Work Schedule**

#### **Compensation**

#### ***Board Approved District Policy States:***

**2150.10** *This policy shall apply to all District employees.*

**2150.12** *All District employees will be compensated according to the Board Approved Salary Range Chart which will be approved annually by motion as part of the next (FY) Fiscal Year budget approval process.*

**2150.15** *All District Employees with job descriptions as defined in Policy Sections 2310 through 2371 of this Policy Handbook shall be considered exclusively hourly employees.*

#### **2150.20 Compensation at Hiring.**

**2150.20.1** **New Employees.** *All newly appointed employees shall be paid at the beginning of the pay range for the position to which the employee is appointed except as provided elsewhere herein.*

**2150.20.2** **Advanced Range Hiring.** *If the General Manager finds that*

*qualified applicants cannot be successfully recruited at the beginning of the pay range, he/she may request the Board of Directors to authorize an appointment at an advanced rate within the pay range. Whenever advanced rate hiring is approved, an employee being paid at a lower pay amount in the same range may, at the discretion of the General Manager, be advanced to the amount at which the new employee is appointed.*

**2150.20.3 Former Employees.** *A person who previously held a full-time position from which the person was separated in good standing may, when re-employed in a position with the same or lower pay range than held at separation, be appointed at the same pay rate which was paid at the effective date of the person's termination, provided that this rate is within the range limits of the classification applied for, and (1) provided such re-employment occurs within twelve (12) months from the date of said termination.*

**2150.25 Annual Increases.**

**2150.25.1 COLA Annual Increases.** *Annual Cost Of Living Adjustment (COLA) increases will be determined by the Board and those annual COLA increases will be approved by motion as part of the next (FY) Fiscal Year budget approval process.*

**2150.25.2 Merit Annual Increases.** *Annual merit increases will be calculated by the General Manager based on District budget constraints and employee retention goals. The percentage increase for annual merit increases will be determined by the Board (9) and those annual merit increases will be approved by motion as part of the next (FY) Fiscal Year budget approval process. Disbursement of the annual merit increases will be at the General Managers discretion, based on the criteria outlined in 2150.30.*

**2150.30 Merit Advancement Within Range.**

**2150.30.1 Performance Evaluation Required.** *The General Manager shall authorize a merit advancement within the pay range only after evaluating the employee's performance and determining that it is satisfactory. This determination shall be noted on a performance evaluation form to be placed in the employee's file, with a copy given to the employee. The General Manager will use a scoring matrix in conjunction with the Performance Evaluation to ensure a fair disbursement of the annual merit increases.*

**2150.30.2 Merit Advancement Date & Period of Employment Required for Merit Advancement.** *Unless otherwise specified herein, each employee shall, in addition to receiving a satisfactory performance evaluation, complete the following required time of employment to be eligible to receive a merit increase:*

**2150.30.2.1 New Employees.** *A person hired as a new employee shall have a merit advancement date which is date of hire.*

**2150.30.2.2 Promotion or Demotion.** *An employee who is promoted or demoted shall have a new merit advancement date which shall be one (1) year from the date of promotion or demotion.*

**2150.30.2.3 Voluntary Demotion.** *An employee who voluntarily demotes to a position at a lower pay range shall have no change in merit advancement date.*

**2150.30.2.4 Change in Range Allocation.** *If the pay range for an employee's position is changed, the employee's merit advancement date shall not change.*

**2150.30.2.5 Position Reclassification.** *An employee whose position is reclassified to a position having the same or lower pay range shall have no change in merit advancement date. An employee whose position is reclassified to a position having a higher pay range shall have a new merit advancement date which is one (1) year following the effective date of the position reclassification.*

**2150.30.2.6 Non-Merit Adjustments.** *An employee whose pay rate is adjusted to a higher rate for reasons other than regular merit advancement shall have a new merit advancement date effective one (1) year from the date of said adjustment.*

**2150.30.3 Effective Date.** *An employee's merit increase shall take place on the first day of the pay period in which his/her merit advancement date falls. The General Manager may delay authorizing the merit advancement up to ninety (90) days beyond the employee's merit advancement date without affecting the normal merit advancement date. In case of such a delay, the employee's merit advancement shall be effective the first day of the pay period following the General Manager's authorization. If authorization for a merit advancement is delayed beyond ninety (90) days from the employee's merit advancement date, the employee shall not be eligible for a merit increase until his/her next normal merit advancement date.*

**2150.40 Promotion.**

**2150.40.1** *Employees promoted to a position with a higher pay range may be paid either at the minimum rate of the new range or at the nearest higher rate that the employee would otherwise be entitled to on the date the promotion is effective, whichever is greater.*

**2150.50 Special Compensation.**

**2150.50.1** *Employees earning Water Distribution and/or Treatment Grade I will earn \$25.00/month special compensation.*

**2150.50.2** *Employees earning Water Distribution and/or Treatment Grade II will earn an additional \$25.00/month special compensation.*

**2150.60 Fire Department Personnel Compensation.** *Fire Department positions that are currently authorized by the Board will be compensated according to the Board Approved Salary Range Chart.*

**2150.60.1 Board Approved Part-time Fire Chief.** *A part-time (less than 980 hours per calendar year), salaried, Fire Chief, appointed by the General Manager will be compensated at 35% of the of the Board Approved Salary Range minimum monthly salary for Fire Chief. The Part-time Fire Chief will not be eligible for additional compensation for District coverage. The Part-time Fire Chief will be eligible for additional compensation for paid call firefighting, provided the District is reimbursed by an outside agency. The Part-time Fire Chief will receive an additional 35% increase to his monthly salary for any full month in which he/she functions as the sole Fire Department Management (Part-time Assistant Fire Chief position is not filled).*

**2150.60.2 Board Approved Part-time Assistant Fire Chief.** *A part-time (less than 980 hours per calendar year), salaried, Assistant Fire Chief, appointed by the General Manager (based upon the recommendation of the Fire Chief), will be compensated at 50% of the of the Board Approved Salary Range minimum monthly salary for the Part-time Fire Chief. The Part-time Assistant Fire Chief will not be eligible for additional compensation for District*

*coverage. The Part-time Assistant Fire Chief will be eligible for additional compensation for paid call firefighting, provided the District is reimbursed by an outside agency.*

### **Attendance & Punctuality**

Every employee is expected to attend work regularly and report to work on time.

If you are unable to report to work on time for any reason, telephone your supervisor as far in advance as possible. If you do not call in an absence in advance, it will be considered unexcused.

Unsatisfactory attendance, including reporting late or quitting early, may result in disciplinary action, up to and including discharge.

### **Breaks**

Employees are entitled to a 10 minute break for rest twice each day, spaced approximately evenly throughout the work period. If an employee voluntarily works through their break, they are not entitled to additional compensation or to leave early.

Employees are also entitled to a 60 minute unpaid break for meals within five hours of starting work if the workday is six hours long or more.

Breaks may be scheduled at staggered times to allow department coverage.

### **Work Hours**

Arrowbear Park County Water District follows a work schedule of 40 hours per week. The normal workweek is Monday through Friday from 7:00 AM to 4:00 PM. Your supervisor or manager may establish alternative hours.

#### ***Board Approved District Policy States:***

**2010.10**      ***APPLICATION*** - *This policy shall apply to all non-safety employees.*

**2010.20**      ***REGULAR WORK HOURS*** - *The regular hours of work each day shall be consecutive except for interruptions for meal periods.*

**2010.30**      ***WORK WEEK*** - *The work week shall consist of seven (7) consecutive days from 12:01 o'clock A.M. Monday, through midnight Sunday.*

### **Overtime & On-Call Requirements**

Overtime pay is based on actual hours worked. Time taken for lunch or dinner is not included as time worked for purposes of computing overtime. Time off on holidays, sick leave, vacation leave, personal leave, training seminars, or any leave of absence will not be factored in as hours worked when calculating overtime.

Due to the critical nature of the services provided by the District and the ability for employees to respond to an emergency situation, District critical employees (defined as: Field Operations Supervisor, Utility Worker, and Serviceperson I, II, or III) must have their place of residency within 10 miles of the District office as determined by MapQuest search.

Because of the critical nature of the work, employees may be asked to work overtime on weekends or holidays or additional hours during the regular workday and are expected to comply with such requests. In addition, employees are expected to participate in rotational, on-call duty as described in Policy #2010.

Overtime compensation is paid to all nonexempt employees at one and one-half times the straight



time rate for all hours worked in excess of 8 per day and 40 hours per week.

If you are nonexempt, you must receive authorization from the General Manager before working overtime. After you have worked overtime, you must enter it on a timesheet no later than the day after it is accrued.

### **Non-Exempt Employee Use of Communication Devices**

Non-exempt employees may perform necessary and authorized work duties on various communication devices (e.g., smartphones, tablets, laptops, PDAs). All such time spent will be considered as hours worked and will count toward overtime eligibility as set forth by applicable law. Accordingly, they are required to report all time spent working after hours. Therefore, to control costs and avoid unnecessary expenses, non-exempt employees shall not use communication devices for work-related purposes outside of their regularly scheduled hours unless they receive prior written authorization from management. In other words, non-exempt employees shall not review, read, send, or respond to work-related emails outside of their regularly scheduled hours without prior management authorization. Failure to follow this policy will result in disciplinary action.

#### ***Board Approved District Policy States:***

**2010.50**      ***EMERGENCY OVERTIME*** - *Other than regular hours of work, any time worked by an employee in emergency repair or emergency maintenance of facilities of the District shall be compensated at the overtime rate of pay.*

**2010.60**      ***ON-CALL*** - *A schedule shall be maintained by Field Operations Supervisor whereby maintenance employees shall be assigned, on a rotational basis, to be “on-call” on weekends, holidays and other times not considered regular hours of work for District employees.*

*When an employee is on-call, he/she shall be provided a cell phone, which will provide notification in the event of an emergency repair/maintenance work need. Said cell phone shall be kept on and in the on-call employee’s possession during the entire on-call period of time. Notification of an emergency repair/maintenance work needed may also be given verbally, in person or telephonically, by the General Manager or Field Operations Supervisor.*

*When an employee is on-call, he/she shall be free to utilize his/her time as desired, but must remain within the general Arrowbear Lake, Running Springs area, going no farther than 20 minutes travel time away from any District facility. Non-exempt employees are required to record all hours worked. Working “off the clock” is strictly prohibited.*

#### ***Board Approved District Policy States:***

**2010.40**      ***OVERTIME*** - *Overtime is defined as:*

**2010.40.1**      *Time worked in excess of forty (40) hours in a work week;*

**2010.40.2**      *Time worked in excess of eight (8) hours on a scheduled workday if a five (5) day, eight (8) hour per day workweek is in effect; or,*

**2010.40.3**      *Time worked in excess of ten (10) hours on a scheduled workday if a four (4) day, ten (10) hour per day workweek is in effect; or,*

**2010.40.4.1**      *Time worked on a designated holiday.*

**2010.70 OVERTIME ASSIGNMENTS** - After hour callout work assignments fall into four categories for hourly employees:

**2010.70.1 WEEKEND/HOLIDAY “READS” DISTRICT COVERAGE** - For “Reads” coverage, employees are scheduled, usually on a rotating basis to perform daily well pump and lift station meter readings and general system operational checks to verify normal operations. These duties require that the scheduled “Reads” coverage employee make routine morning rounds at each read site determined by the District management to record meter readings and make corresponding entries in the district log books.

**2010.70.2 EMERGENCY CALLOUT “CELL PHONE MONITORING” DISTRICT COVERAGE** - For “Cell Phone Monitoring” coverage, the assigned employee carries the district emergency callout cell phone with him or her and is responsible to answer the cell phone as needed in case of emergency calls. The employee will answer the cell phone and in a courteous and professional manner determine the details of the call and inform the caller of the course of action that will be taken to respond to the reported emergency. If there is any doubt as to the course of action to take with the emergency, the employee should contact the Field Operations Supervisor or General Manager for consultation.

**2010.70.3 OTHER CALLOUTS FOR “ADDITIONAL EMERGENCY” RESPONSE TO EMERGENCIES** - “Additional Emergency” callouts for assistance during off-hours may still be necessary from time to time and will be coordinated by the employee who has the “Cell Phone Monitoring” responsibilities and the Field Operations Supervisor or General Manager. In these cases additional personnel may be called out to respond to the emergency. Generally, the “Reads” employee for that off-hours day will be the first employee called if needed to assist with the emergency. Additional manpower may be approved by the Field Operations Supervisor or General Manager when necessary.

**2010.70.4 SNOW REMOVAL CALLOUT** - “Snow Removal” callout is for weekends or Holidays when snow accumulation exceeds 6” overnight or during the day. The employee responsible for “Cell Phone Monitoring” is designated as the one who will respond to do plowing as needed to clear snow from the Fire Department tarmac, office, warehouse, or other needful district property. Generally, only the Fire Department tarmac and warehouse needs be plowed on such weekend or Holiday snow days; however, depending on the severity of the conditions, the other district areas may also be deemed necessary to plow at the discretion of the Field Operations Supervisor or General Manager. Generally, the District Office will only be plowed on weekends when snow accumulation exceeds 12”. Snowplowing is not to be done after dark. If adverse or other conditions prevent the “Cell Phone Monitoring” employee from performing this assignment, another employee may be called out to respond to this duty after consultation with the Field Operations Supervisor or General Manager.

**2010.80 ON CALL COVERAGE AND CALLOUT PAID OVERTIME COMPENSATION**

**2010.80.1** “Reads” coverage employees shall be compensated for one hour of pay at the rate of 1-1/2 times the employee’s regular hourly rate for each day they perform the duties of reading and recording the meters and system checks of the district.

**2010.80.2** “Cell Phone Monitoring” coverage employees shall be compensated for one hour of pay at the rate of 1-1/2 times the employee’s regular hourly rate for

*each day they carry the cell phone. (The one hour of pay compensates for any phone calls, emails or text messages, read and responded to, while on call. If the actual time spent exceeds one hour, this time should be recorded and will be paid.) In addition, if called out, the employee will be compensated additionally for one hour of pay as overtime for responding to the call as a minimum or will be compensated as overtime for the actual time used for the callout, whichever is greater. Time in addition to the one hour minimum will be paid in fifteen (15) minute increments, rounded to the nearest one-quarter (1/4) hour.*

**2010.80.3** *“Other Emergency” callouts for employees called out will be compensated for actual time worked at the overtime rate in accordance with established policy at a rate of 1-1/2 times the employee’s regular hourly rate, with a one hour minimum compensation. Time in addition to the one hour minimum will be paid in fifteen (15) minute increments, rounded to the nearest one-quarter (1/4) hour.*

**2010.80.4** *“Snowplowing” on weekends/Holidays will constitute a callout and will be compensated for actual time at the rate of 1-1/2 times the employee’s regular hourly rate, with a one hour minimum compensation. Time in addition to the one hour minimum will be paid in fifteen (15) minute increments, rounded to the nearest one-quarter (1/4) hour.*

**2010.90** **ON-CALL COVERAGE AND CALLOUT COMP TIME COMPENSATION** – *In lieu of receiving paid overtime compensation specified in 2010.80, employees may elect to be credited comp time for on-call, call-out, and actual time at the rate of 1-1/2 times the hours worked. Employees will select whether they elect to be compensated with paid overtime or comp time by placing the hours in the corresponding column on their timecard and signing their timecard.*

*Comp time hours will be paid at the employees’ regular rate at the time they are used. Employees may accumulate a maximum of forty (40) comp time hours. Any hours over forty (40) or if the employees makes no election, will be paid as paid overtime.*

**2010.100** **CALLOUT REPORTING** - *All callouts must be reported and recorded in writing to the Field Operations Supervisor or General Manager with details of date, time of day, time worked customer or incident information of address, location, etc. in order to be compensated for the callout.*

### **Time Records**

All non-exempt employees must keep accurate time records by completing timesheets or punching a time clock when entering or leaving the building, including coming and going during lunch periods. Tampering with, falsifying or altering time cards or punching another employee's time card will result in disciplinary action, up to and including discharge. Failing to record work time may also result in disciplinary action.

For payroll purposes, time is rounded to the nearest ¼ of an hour.

### **General Pay Information**

Certain deductions will be made in accordance with federal and state laws.

In addition, the District makes available certain voluntary deductions as part of the District’s benefits program. If an employee elects supplemental coverage under one of the District's benefits plans, which requires employee contributions, the employee's share of the cost will be deducted from his or her check each pay period. If the employee is not receiving a payroll check due to illness, injury, or leave of absence, he or she will be required to pay the monthly cost directly to

the District.

### **Outside Employment**

Because of Arrowbear Park County Water District's obligations to its customers, the District must be aware of any concurrent employment you may have to determine whether or not it presents a potential conflict.

Serving on any public or government board or commission qualifies as employment for purposes of this policy, regardless of whether such service is compensated.

Before beginning or continuing outside employment, employees are required to complete a questionnaire detailing the involvement with the other employer and to obtain the written approval of the General Manager. Failing to obtain prior approval as described may result in disciplinary action, up to and including termination. Employees who are on leave of absence, including Workers' Compensation leave are prohibited from having outside employment during their leave.

#### ***Board Approved District Policy States:***

**2240.10** *All outside employment shall be approved by the General Manager. No District employee shall be permitted to accept employment in addition to or outside of District service if:*

**2240.10.1** *The additional or outside employment leads to a conflict, or potential conflict of interest for said employee; or,*

**2240.10.2** *The nature of the additional or outside employment is such that it will reflect unfavorably on the District; or,*

**2240.10.3** *The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.*

**2240.20** *An employee who does have approved additional or outside employment shall not be permitted to use District records, materials, equipment, facilities or other District resources in connection with said employment.*

**2240.30** *District employees may, with approval from the General Manager, serve as volunteer/paid call firefighters with the Arrowbear Lake Fire Department under the following conditions:*

**2240.30.1** *The employee will respond only to “in District” calls during regular or overtime working hours; and,*

**2240.30.2** *The employee will notify the Field Operations Supervisor or the General Manager prior to, or as soon as practical, when responding to “in District” calls during regular or overtime working hours; and,*

**2240.30.3** *The employee will receive their regular District pay during their regular working hours when responding to “in District” calls and receive no additional compensation for calls responded to during regular working hours or overtime; and,*

**2240.30.4** *The employee will not respond to calls during regular or overtime working hours when involved in water or sewer time sensitive projects or emergencies; and,*

**2240.30.5** *Employee understands and agrees that all calls, whether “in District” or “out”, during regular or overtime working hours or outside of regular or overtime*

*working hours, will be of a secondary priority to any water or sewer emergencies that may arise and employee is expected to respond promptly and accordingly; and,*

**2240.30.6** *Outside of normal regular or overtime working hours an employee who is the “on-call” employee will not respond to Arrowbear Lake Fire Department calls; and,*

**2240.30.7** *Outside of normal regular or overtime working hours an employee who is not the “on-call” employee may respond to “in” or “out of District” calls; and,*

**2240.30.8** *An employee participating in an extended emergency call in” or “out of District” lasting more than one day) must receive approval from the General Manager and will not be paid their regular District pay while on the extended call. The employee and the General Manager may make arrangements for the employee to use vacation pay (if available) or unpaid leave of absence for the duration of the service. Approval will be determined based on the work load and staffing needs of the District. The employee will be eligible for compensation provided to the firefighters when paid by an outside agency per the Fire Department Standard Operating Policy.*

### **Pay Schedule**

Employees will be paid on Wednesday following the end of the two-week pay period. If the regular payday falls on a holiday, payday will be the last regular workday before the holiday.

The pay week starts on Sunday and includes all work you perform up to the close of business on Saturday two weeks later.

A few additional facts about pay:

1. You will be paid your first two week's wages at the end of the first two-week pay period.
2. Any overtime earnings will be paid the payday following the actual hours worked.
3. If a paycheck is lost or stolen, notify the Administrative Secretary immediately.

### ***Board Approved District Policy States:***

**2130.10** *The salaries and wages of all District employees shall be paid in twenty six (26) pay periods per year, being every other Wednesday during the year.*

**2130.20** *In the event a pay day falls on one of the holidays listed in Policy #2030, "Holidays", the immediately previous working day shall become the pay day.*

### **Advancement of Wages**

#### ***Board Approved District Policy States:***

**2140.10** *This policy shall apply to all District employees.*

**2140.20** *Employees requesting payment of wages in advance of regular pay days as defined in Policy No. 2130, "Pay Periods," shall submit said request to the General Manager.*

**2140.30** *The General Manager may authorize the requested advancement of wages if the amount requested does not exceed the wages accrued (excluding applicable deductions) by the employee to the date of said request.*

**2140.40** *Advancement of wages prior to a regular pay day is not a privilege which an employee may use as his/her discretion but may be authorized by the General Manager at his/her*

*discretion in case of employee necessity and/or personal financial emergency.*

**2140.50** *Requests for advancement of wages may be submitted only once in any pay period, and frequent requests shall be grounds for denial of authorization.*

### **Performance Evaluations**

Supervisors and employees are strongly encouraged to discuss job performance and goals informally any time.

Additional formal performance reviews will be conducted to provide both supervisors and employees with the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. These formal reviews will be conducted annually.

### **Performance Evaluations and Salary Increases**

Wage reviews are conducted annually for each employee generally, on their anniversary of date of hire, and salary increases and/or classification advancements are based on those reviews, as well as the Board approved merit increase. However, an employee receiving a performance appraisal will not necessarily receive a salary increase.

#### ***Board Approved District Policy States:***

**2170.10** *This policy shall apply to all employees.*

**2170.20** *The General Manager or his/her designated representative shall conduct a scheduled performance review of each employee prior to the merit advancement date.*

**2170.30** *Performance evaluations shall be in writing on forms prescribed by the General Manager. Said evaluation shall provide recognition for effective performance and also identify areas which need improvement.*

**2170.40** *The performance evaluation shall be signed by the evaluator and shall be discussed with the employee.*

**2170.50** *Unscheduled performance evaluations may be made at the discretion of the General Manager or his/her designated representative.*

## **District Property**

### **District Equipment and Vehicles**

When using Arrowbear Park County Water District property, including tools, power equipment, computer equipment or hardware, exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

Notify your Supervisor if any equipment or machines appear to be damaged, defective or in need of repair. This prompt reporting could prevent the equipment's deterioration and could also help prevent injury to you or others. Should you have questions about the maintenance and care of any workplace equipment, ask your supervisor.

If you use or operate equipment improperly, carelessly, negligently or unsafely, you may be disciplined or even discharged. In addition, you may be held financially responsible for any loss

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to Arrowbear Park County Water District because of such mistreatment.

**Board Approved District Policy States:**

**2100.10 Use of District Vehicles:** *When an employee is authorized to use a District vehicle in the performance of District work, he/she shall only use the District vehicle for District work and/or use. District vehicles shall not be used for personal use.*

**2100.10.1 On-call Use:** *With the General Managers permission, District vehicles may be used by employees while on-call and while performing on-call duties.*

**2100.20 Personal Vehicle Use Cost Reimbursement:** *When an employee is authorized to use his/her personal vehicle in the performance of District work, he/she shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.*

**2100.20.1** *Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational.*

**2100.20.2** *Every attempt shall be made to coordinate work so that District vehicles are available and operational for the performance of said work.*

**2100.20.3** *Proof of adequate insurance covering collision, personal injury and property damage shall be required by the District of any employee using a personal vehicle in the performance of District work.*

**2100.20.4** *Claims for reimbursement shall be submitted to the office within 30 days.*

**District Property**

Please keep your work area neat and clean and use normal care in handling District property. Report any broken or damaged equipment to your manager at once so that proper repairs can be made.

You may not use any District property for personal purposes or remove any District property from the premises without prior written permission from the General Manager.

**Conduct Standards & Discipline**

Arrowbear Park County Water District expects every employee to adhere to the highest standards of job performance and of personal conduct, including individual involvement with District personnel and outside business contacts.

The District reserves the right to discipline or discharge any employee for violating any District policy, practice or rule of conduct. The following list is intended to give you notice of our expectations and standards. However, it does not include every type of unacceptable behavior that can or will result in disciplinary action. Be aware that Arrowbear Park County Water District retains the discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case.

Employees may be disciplined or terminated for poor job performance, including, but not limited to the following:



- unsatisfactory quality or quantity of work;
- repeated unexcused absences or lateness;
- failing to follow instructions or District procedures; or
- failing to follow established safety regulations.

Employees may also be disciplined or terminated for misconduct, including, but not limited to the following:

- falsifying an employment application or any other District records or documents;
- failing to record working time accurately or recording a co-worker's timesheet
- insubordination or other refusal to perform;
- using vulgar, profane or obscene language, including any communication or action that violates our policy against harassment and other unlawful forms of discrimination;
- disorderly conduct, fighting or other acts of violence;
- misusing, destroying or stealing District property or another person's property;
- possessing, entering with or using weapons on District property;
- possessing, selling, using or reporting to work with alcohol, controlled substances or illegal drugs present in the employee's system, on District property or on District time;
- violating conflict of interest rules;
- disclosing or using confidential or proprietary information without authorization;
- violating the District's computer or software use policies;
- being convicted of a crime that indicates unfitness for a job or presents a threat to the District or its employees in any way; and
- Discourteous treatment of District employees or others while on duty.

### **Progressive Discipline**

Arrowbear Park County Water District retains the discretion to discipline its employees. Oral and written warnings and progressive discipline up to and including discharge may be administered as appropriate under the circumstances.

Please note that Arrowbear Park County Water District reserves the right to terminate any employee whose conduct merits immediate dismissal without resorting to any aspect of the progressive discipline process.

Part time and temporary employees serve at the will and pleasure of the General Manager and may be dismissed with or without cause, with or without prior notice and without right of appeal or hearing.

**Board Approved District Policy States:**

**2260.10** *The following measures are part of the disciplinary process: warning, reprimand, suspension with or without pay, dismissal, demotion, or reduction in pay. The General Manager may discipline any employee for cause.*

**2260.20** **Grounds for Discipline.**

**2260.20.1** *Incompetency;*

**2260.20.2** *Inefficiency;*

**2260.20.3** *Neglect of duty;*

**2260.20.4** *Insubordination;*

**2260.20.5** *Absence without leave;*

**2260.20.6** *Conviction of a felony (conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction);*

**2260.20.7** *Discourteous treatment of the public or other employees;*

**2260.20.8** *Improper political activities;*

**2260.20.9** *Willful disobedience;*

**2260.20.10** *Illegal strike or work stoppage;*

**2260.20.11** *Abuse of sick leave;*

**2260.20.12** *Abuse of personal necessity leave;*

**2260.20.13** *Driving record unacceptable to the DISTRICT's insurance carrier;*

**2260.20.14** *Fraud in securing employment;*

**2260.20.15** *Dishonesty;*

**2260.20.16** *Use or under the influence of alcohol or illegal drugs while on duty;*

**2260.20.17** *Theft, damage, misuse or unauthorized use of DISTRICT property.*

**2260.20.18** *Discrimination or harassment.*

**2260.20.19** *Improper work attire.*

**2260.20.20** *Conducting personal business during duty hours.*

**2260.20.21** *Disparaging remarks about work, employees, supervisors, the Board of Directors, the DISTRICT or its customers.*

**2260.20.22** *Use of profanity or racist remarks.*

**2260.20.23** *Horseplay or practical jokes or fighting.*

**2260.20.24** *Unsafe work practices.*

**2260.20.25** *Failure to respond to an emergency while on call.*

**2260.30** *All acts of discipline will be accompanied by a letter of warning to the full time employee stating the reasons and grounds for such discipline. The full time employee must*

*acknowledge receipt of the warning by signing the letter at the time of presentation; this signature signifies only receipt of the document, not necessarily agreement to the contents. The full time employee may, before the conclusion of the next regular working day, respond in writing to the contents of the letter of warning.*

**2260.40** *All negative evaluations or letters of warning shall remain part of the full time employee's personnel file. Negative evaluation shall not be used by the General Manager in decisions to dismiss if the performance has improved or the action which merited a warning has not recurred, each/both for a period of at least one (1) year.*

**2260.50** *Any disciplinary action which may result in suspension without pay, or demotion shall be set forth in writing to the full time employee, at least five (5) working days before the proposed effective date or dates. This notice shall be prepared by the General Manager after consultation with the District Counsel and shall contain the following:*

**2260.50.1** *A description of the proposed action and its effective date or dates, and the ordinance, regulation, or rule violated;*

**2260.50.2** *A statement of the acts or omissions upon which the action is based;*

**2260.50.3** *A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request;*

**2260.50.4** *A statement advising the full time employee of the right to request a hearing as provided in paragraph 2250.50 of Policy #2250, "Separation from District Service;"*

**2260.50.5** *A date by which time the full time employee must respond in writing if he/she wishes to contest the action.*

**2260.60** *All notices of proposed action shall be personally served or be mailed by certified mail, return receipt requested, to the last known address of the full time employee.*

**2260.70** *The General Manager, at his discretion, may place any employee on paid administrative leave.*

### **Resignation, Layoff, and Dismissal**

If an employee resigns, Arrowbear Park County Water District requests the courtesy of at least two weeks' notice.

The layoff process is detailed in approved District Policy 2250.20.

Any employee who is discharged by Arrowbear Park County Water District shall be paid wages, overtime, comp time, and vacation accrued to the date of the separation.

#### ***Board Approved District Policy States:***

**2250.10** *Resignation. To leave District service in good standing, an employee must file a written notice of termination with the General Manager at least two (2) weeks before the effective date. The General Manager may, however, grant good standing with less notice if he/she determines the circumstances warrant. Resignations may not be withdrawn without the General Manager's approval.*

**2250.20** *Layoffs. Whenever, in the judgment of the District Board, it becomes necessary, due to the lack of work, lack of funds, or other economic reason, or because the necessity for a*

*position no longer exists, the Board of Directors may abolish any position of employment, and the employee holding such position may be laid off or demoted.*

**2250.20.1** *Employees to be laid off shall be given at least fourteen (14) calendar day's prior notice.*

**2250.20.2** *Except as otherwise provided, whenever there is a reduction in the work force, the General Manager shall first demote to a vacancy, if any, in a lower position for which the employee who is the latest to be laid off (in accordance with paragraph 2250.20 of this policy) is qualified.*

**2250.20.3** *An employee affected by layoff may have retreat rights to displace an employee who has less seniority in a lower position that the employee has previously occupied or supervised. For the purpose of this document, seniority includes all periods of full-time service at or above the retreat position being considered.*

**2250.20.4** *In order to retreat to a former or lower position, an employee must request displacement action in writing to the General Manager within five (5) working days of receipt of the layoff notice.*

**2250.20.4.1** *Employees retreating to a lower position shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the position from which the employee was laid off.*

**2250.20.5** *If two positions have the same job description, then employees shall be laid off according to employment status in the following order: temporary, provisional and tenured. Temporary and provisional employees shall be laid off according to the needs of the service as determined by the General Manager. In cases where there are two or more full time positions with the same job description from which the layoff is to be made, such employees shall be laid off on the basis of the last evaluation rating in the position, providing such rating has been filled at least 60 days prior to layoff as follows:*

**2250.20.5.1** *First, all employees having ratings of "Unsatisfactory;"*

**2250.20.5.2** *Second, all employees having ratings of "Marginal;"*

**2250.20.5.3** *Third, all employees having ratings of "Less Than Satisfactory;"*

**2250.20.5.4** *Fourth, all employees having ratings of "Satisfactory;"*

**2250.20.5.5** *Fifth, all employees having ratings of "Commendable;"*

**2250.20.5.6** *Sixth, all employees having ratings of "Superior;"*  
*and,*

**2250.20.5.7** *Seventh, all employees having ratings of "Exceptional."*

**2250.20.5.8** *Employees within each of the rating categories shall*

*be laid off in order of least seniority first.*

**2250.20.6** *The names of persons laid off or demoted in accordance with this policy shall be entered upon a re-employment list. The re-employment list shall be used by the General Manager when a vacancy arises in the same or lower position before certification is made from an eligibility list.*

**2250.20.7** *Names of persons laid off shall be carried on the re-employment list for one year, except that persons appointed to full time positions of the same level as that from which they were laid off, shall upon such appointment, be removed from the list. Persons who refuse re-employment shall be removed from the list. Persons re-employed in a lower position in the same classification, or on a temporary basis, shall be continued on the list for the higher position for one year. At the discretion of the General Manager, the list may be extended for an additional year.*

**2250.30** *Dismissal of Full Time Employees. A full time employee may be dismissed at any time by the General Manager for cause, and after consulting with District Counsel.*

**2250.30.1** *The following shall constitute sufficient cause for dismissal:*

**2250.30.1.1** *Conviction of a felony;*

**2250.30.1.2** *Fraud in securing employment;*

**2250.30.1.3** *Misappropriation of District funds or property;*

**2250.30.1.4** *Intentional or gross misconduct; and,*

**2250.30.1.5** *Failure to respond or improve regarding an item specified in paragraph 2260.20, "Grounds for Discipline," of Policy No.2260, "Disciplinary Action," after an evaluation or corrective action plan has failed to produce an improvement to performance.*

**2250.30.2** *Dismissal of the General Manager shall be as outlined in the employment agreement between the General Manager and the District.*

**2250.40** *Notice of Proposed Dismissal. All full time employees shall be provided with a notice of proposed dismissal. This notice shall be prepared by the General Manager after consultation with District Counsel and shall contain the following:*

**2250.40.1** *A description of the proposed action and its effective date or dates, and in the case of a full time employee, the ordinance, regulation or rule violated;*

**2250.40.2** *A statement of the acts or omissions upon which the action is based;*

**2250.40.3** *A statement that a copy of the materials upon which the action is based are attached or available for inspection upon request; and,*

**2250.40.4** *In the case of a full time employee, a statement advising the full time employee of the right to file an appeal as provided in paragraph 2250.50 of this policy.*

**2250.50** *Full Time Employee response to Procedures for Disciplinary Action and Dismissal. Disciplinary Action Appeal process.*

**2250.50.1** *A full time employee may, upon receipt of a notice of dismissal,*

*demotion or suspension without pay, appeal in writing to the General Manager within five (5) working days of the date of the notification. The General Manager shall then schedule an informal hearing at which the full time employee may answer the charges against him/her, present any mitigating evidence, or otherwise respond to the notice of dismissal. The hearing guidelines and format shall be available upon request. The General Manager shall issue his/her opinion and decision within ten (10) working days of the hearing and may, if the General Manager finds that the dismissal was not justified, he/she may order a less severe disciplinary action, or may order the full time employee reinstated with full back pay and benefits.*

*Full time employees who are suspended without pay for more than five days, demoted or dismissed, may request an appeal hearing before the Board, or its designee, by submitting a request for appeal within ten (10) days of receipt of a notice of one of the aforementioned disciplinary actions. The request for appeal must be in writing and submitted to the General Manager and President of the Board. It must set forth the reasons for the appeal. A hearing will then be conducted by the Board or its designee within 30 days of receipt of the request for appeal. The hearing need not be conducted according to the formal rules of evidence.*

*For purposes of the disciplinary processes set forth in Board Policy Section 2250.30 and 2260.50, “full time employees” only include those “full time employees” who have successfully passed their probationary period.*

### **Dating in the Work Place**

Supervisors and employees under their supervision are strongly discouraged from forming romantic or sexual relationships. Such relationships can create the impression of impropriety in terms and conditions of employment and can interfere with productivity and the overall work environment.

If you are unsure of the appropriateness of an interaction with another employee of the District, contact the General Manager for guidance. If you are encouraged or pressured to become involved with a customer or employee in a way that makes you feel uncomfortable and is unwelcome, you should also notify the General Manager immediately. No customer or employee of this District has the right to subject any employee to sexual or other unlawful harassment, including requests for sexual favors, sexual advances, offensive touching, and any other unwanted verbal, graphic, conduct or communications of a sexual nature.

You should also be aware of, and are expected to comply with, Arrowbear Park County Water District’s policy against sexual and other forms of illegal harassment in the workplace.

Appropriate action, which may include a transfer or reassignment, leave of absence, suspension or termination, will be taken against those who violate this policy.

### **Dress Policy – Office**

For office personnel, appropriate office attire is required. Contractors, suppliers and customers visit our office, and we wish to put forth an image that will make us all proud to be Arrowbear Park County Water District employees. Be guided by common sense and good taste. Specific standards may be required.

### **Dress Policy - Field**

For field personnel, appropriate working attire is required. Contractors, suppliers and customers

come in contact with you and we wish to put forth an image that will make us all proud to be Arrowbear Park County Water District employees. Be guided by common sense and good taste. Specific standards may be required.

### **Uniforms and Protective Clothing**

#### ***Board Approved District Policy States:***

**2090.10** *The cost of safety equipment required to be worn, including, but not limited to: hard hat, safety vest, hearing protection, eye protection, safety toed hip boots, safety toed rubber boots, safety toed winter boots, rain gear, gloves, etc. shall be borne by the District.*

**2090.20** *Field personnel shall wear uniforms (shirts) bearing the authorized District logo while performing District work except for when not practical when performing an emergency, after hours call-out. The uniforms bearing the authorized District logo that employees are required to wear shall be purchased by the District with a \$150.00 per fiscal year per employee allowance. Employees, who wish to purchase additional uniforms over and beyond their annual allowance, may do so using personal funds, payroll deduction, or 'cashing-in' accrued comp time at their current rate of pay.*

**2090.30** *Field personnel shall wear safety toed footwear while performing District business. Field personnel shall wear work pants of a dark blue color of a type of their choosing (jeans or work pants) while performing District business. Work pants and footwear will be purchased by the employee and upon presentation of a paid receipt; the District will reimburse the employee up to \$200.00 per fiscal year per employee allowance. Employees who wish to purchase additional safety toed footwear or work pants over and beyond their annual allowance, may do so using personal funds, payroll deduction, or 'cashing-in' accrued comp time at their current rate of pay.*

**2090.40** *Employees are responsible for maintaining the safety equipment, uniforms, work clothing, and footwear issued to them in a clean presentable fashion.*

### **Drug and Alcohol Policy**

Arrowbear Park County Water District strives to maintain a workplace free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Misuse of alcohol or drugs by employees can impair the ability of employees to perform their duties, as well as adversely affect our customers' and customers' confidence in our District.

#### **Alcohol**

Employees are prohibited from using or being under the influence of alcohol while performing District business for Arrowbear Park County Water District, while operating a motor vehicle in the course of business or for any job-related purpose, or while on District premises or a worksite.

#### **Illegal Drugs**

Arrowbear Park County Water District employees are prohibited from using or being under the influence of illegal drugs (including, but not limited to marijuana in all forms as it remains illegal under federal law) while performing District business or while on a District facility or worksite. You may not use, manufacture, distribute, purchase, transfer or possess an illegal drug while in Arrowbear Park County Water District facilities, while operating a motor vehicle for any job-related purpose or while on the job, or while performing District business. This policy does not prohibit the proper use of medication under the direction of a physician; however, misuse of such

medications is prohibited.

### **Disciplinary Action**

Employees who violate this policy may be disciplined or terminated, even for a first offense. Violations include refusal to consent to and comply with testing and search procedures as described.

### **Searches**

Arrowbear Park County Water District may conduct searches for illegal drugs or alcohol on District facilities or worksites without prior notice to employees. Such searches may be conducted at any time. Employees are expected to cooperate fully.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search. Personal property may include, but is not limited to, purses, boxes, briefcases, as well as any Arrowbear Park County Water District property that is provided for employees' personal use, such as desks, lockers, and files.

An employee's consent to a search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination.

### **Drug Testing**

Arrowbear Park County Water District may require a blood test, urinalysis, hair test or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol or where other circumstances or workplace conditions justify such testing. The refusal to consent to testing may result in disciplinary action, including termination.

### ***Board Approved District Policy States:***

**2190.10**      *Definition: The term "drug" as used in this policy shall mean and include narcotics, drugs, controlled substances and alcohol. The term "reasonable suspicion" as used in this policy shall mean an apparent state of facts found to exist upon reasonable inquiry, (that is, such inquiry as the given case renders convenient and proper,) which would induce a reasonably intelligent and prudent person to believe that the accused person had committed the crime charged, or, in a civil case, that a cause of action existed.*

**2190.20**      *Job Applicant Testing: All water, sewer, and/or fire job applicants shall be required, before assuming duties, to submit to a drug test conducted by a doctor or lab designated by the District at the District's expense. Effective January 1, 2024, drug tests shall not test for non-psychoactive cannabis metabolites*

### **2190.30**      *Current District Personnel Testing.*

**2190.30.1**      *Random Testing. In view, of the potentially catastrophic consequences of an accident involving an emergency vehicle or the treatment of ill or injured public citizens, the General Manager and the Fire Chief shall have the authority to require random drug testing of District personnel operating emergency apparatus and/or providing emergency medical services.*

**2190.30.2**      *Post-Accident Drug Tests. All personnel of the District involved in accidents resulting in property damage and/or personal injury and/or death shall be*



*required to submit to a drug test; provided, however, such requirement shall be based upon reasonable suspicion.*

**2190.30.3** General Job Impairment. *District personnel shall be required to submit to a drug test when it appears to the General Manager and Fire Chief, or either of them, that an individual is impaired or otherwise unable to perform his or her duties because of use of drugs. The decision to require such individual to submit to a drug test shall be based upon probable cause.*

**2190.30.4** Effective January 1, 2024, drug tests shall not test for non-psychoactive cannabis metabolites.

**2190.40** Rehabilitation Programs. *Employees using, selling or possessing drugs are urged to seek the assistance of his/her immediate supervisor, the Fire Chief and/or the General Manager. The General Manager and the Fire Chief shall, to the extent required by law, reasonably accommodate any employee wishing to participate in a drug rehabilitation program. Employees voluntarily seeking rehabilitation shall not be subject to disciplinary action for seeking such assistance.*

Employees will be deemed to have tested positive if they have any detectable amount of “drugs” in their system.

### **Solicitation**

Persons who are not employees of the District are not permitted to solicit or distribute anything for any purpose inside District buildings or elsewhere on District property. Employees are not permitted to distribute anything for any purpose during working time, or on nonworking time in working areas. No employee shall deface or alter any District building or property or employee property by affixing any poster, sign, sticker, or other type of advertising or propaganda matter or device.

## **Ethical and Legal Business Practices**

Arrowbear Park County Water District expects the highest standard of ethical conduct and fair dealing from each employee, officer, director, volunteer and all others associated with the District. Our reputation is a valuable asset, and we must continually earn the trust, confidence and respect of our suppliers, our members, our customers and our community.

This policy provides general guidance on the ethical principles that we all must follow, but no guideline can anticipate all situations. You should also be guided by basic honesty and good judgment and be sensitive to others’ perceptions and interpretations.

If you have any questions about this policy, consult your supervisor or manager. Exceptions to this policy may be made only by the Board of Directors.

You are expected to promptly disclose to the management of the District anything that may violate this policy. We will not tolerate retaliation or retribution against anyone who brings violations to management's attention.

### **Complying with Laws and Regulations**

All our activities are to be conducted in compliance with the letter and spirit of all laws and regulations. You are charged with the responsibility of understanding the applicable laws, recognizing potential dangers and knowing when to seek legal advice.

### **Employee Privacy and Other Confidential Information**

Arrowbear Park County Water District collects only personal information about employees that relates to their employment. Only people with a business-related need to know are given access to this information, and the General Manager must authorize any release of the information to others. Personal information, other than that required to verify employment or to satisfy legitimate investigatory or legal requirements, will be released outside the District only with employee approval.

If you have access to any confidential information, including private employee information, you are responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information will not be tolerated.

### **Accounting and Financial Reports**

Arrowbear Park County Water District's financial statements and all books and records on which they are based must accurately reflect the District's transactions. All disbursements and receipts must be properly authorized and recorded.

You must record and report financial information accurately. Reimbursable business expenses must be reasonable, accurately reported and supported by receipts.

Those responsible for handling or disbursing funds must assure that all transactions are executed as authorized and recorded to permit financial statements in accord with Generally Accepted Accounting Principles.

### **Account and Customer Information**

Employees are prohibited from distributing account, client, and/or customer information to anyone, in any form, except the named account holder, client or customer.

### **Compliance**

Employees who fail to comply with this policy will be disciplined, which may include a demand for reimbursement of any losses or damages, termination of employment and referral for criminal prosecution. Action appropriate to the circumstances will also be taken against supervisors or others who fail to report a violation or withhold relevant information concerning a violation of this policy.

### **Grievances**

Employees are encouraged to bring concerns, problems and grievances to management's attention. You are also obligated to report any wrongdoing of which you become aware to your manager or, if the situation warrants, to any Arrowbear Park County Water District officer.

### ***Board Approved District Policy States:***

**2180.10**      *This policy shall apply to all full-time employees in all classifications.*

**2180.20**      *The purpose of this policy is to provide a procedure by which full time employees may formally claim that he/she has been affected by a violation, misapplication, or*

*misinterpretation of a law, District policy, rule, regulation or instruction.*

**2180.30** *Specifically excluded from the grievance procedure are subjects involving the amendment of state or federal law; District Board of Directors resolutions, ordinances or minute orders, including decisions regarding wages, hours and terms and conditions of employment. Disciplinary actions are also excluded from the grievance procedure.*

**2180.40** *Grievance Procedure Steps.*

**2180.40.1** *Level I, Preliminary Informal Resolution. Any full time employee who believes he/she has a grievance shall present the evidence thereof orally to his/her immediate supervisor within five (5) working days after the full time employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance. The immediate supervisor shall hold discussions and attempt to resolve the matter within three (3) working days after the presentation of such evidence. It is the intent of this informal meeting that at least one personal conference be held between the full time employee and the immediate supervisor.*

**2180.40.2** *Level II, General Manager. If the grievance has not been resolved at Level I, the grievant must present his/her grievance in writing on a form provided by the District (attached hereto as Appendix "A") to the General Manager within ten (10) working days after the occurrence of the act or omission giving rise to the grievance.*

**2180.40.2.1** *The statement shall include the following:*

- a. *A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted;*
- b. *The circumstances involved;*
- c. *The decision rendered by the immediate supervisor at Level I;*
- d. *The specific remedy sought.*

**2180.40.2.2** *The General Manager shall communicate his/her decision within five (5) days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest. If the General Manager does not respond within the time limits, the grievant may appeal to the next level. Time limits for appeal shall begin the day following receipt of written decision by the General Manager. Within the above time limits either party may request a personal conference with the other.*

**2180.40.3** *Level III, Board of Directors. In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing on a form provided by the District (attached hereto as Appendix "A") to the District's Board of Directors within five (5) days. The statement shall include a copy of the original grievance; a copy of the written decision by the General Manager; and a clear, concise statement of the reasons for the appeal to Level III.*

**2180.40.3.1** *The Board of Directors, as soon as possible at a regular monthly meeting of the Board, shall schedule a hearing to formally receive*

*the written grievance and the answers thereto at each step and to hear evidence regarding the issue or issues. The Board of Directors shall thereafter issue a written decision, which shall be final and binding.*

**2180.50 Basic Rules.**

**2180.50.1** *If a full time employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered resolved.*

**2180.50.2** *By agreement in writing, the parties may extend any and all time limitations of the grievance procedure.*

**2180.50.3** *The General Manager may temporarily suspend grievance processing on a District-wide basis in an emergency situation. Full time employees covered by this policy may appeal this decision to the Board of Directors.*

**2180.50.4** *A copy of all formal grievance decisions shall be placed in the full time employee's permanent personnel file.*

**Smoking Policy**

Smoking (including, but not limited to vapes and e-cigarettes) is prohibited inside Arrowbear Park County Water District facilities and vehicles.

All employees, clients and other visitors are expected to comply with this policy, and employees who violate it may be disciplined.

**Leave**

**The Family and Medical Leave Act (“FMLA”)**

**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave in a 12-month period to eligible employees for the following reasons:

- for incapacity, due to pregnancy, prenatal medical care or childbirth.
- to care for the employee’s child after birth, or placement for adoption or foster care;
- to care for the employee’s spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee’s job.

Except for military caregiver leave, in computing the 12-month period the employer utilizes a rolling 12-month period measured backward from the date leave is used.

### **Military Leave Family Entitlement**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-development reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on temporary disability retired list, for a serious injury or illness\*, or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during service, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health conditions.”**

### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

### **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the

employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### **Substitution of Paid Leave for Unpaid Leave**

Employees may choose, or employers may require use of an accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### **Employee Responsibilities**

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employees are prohibited from working for other employers or as an independent contractor while on FMLA or similar leave.

### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### **Unlawful Acts by Employer**

The FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

At this time, the District has no employees eligible for FMLA leave because the District employs less than 50 employees.

### **California Family Rights Act Leave**

Under the California Family Rights Act of 1993 (“CFRA”), if an employee has more than 12 months of service with the District and has worked at least 1250 hours in the past 12 months, the employee may have a right to CFRA leave.

In computing the 12 month period, the District utilizes a rolling 12-month period measured backward from the date leave is used.

If eligible for such leave, an employee may be entitled to take up to 12 work weeks of unpaid, job protected leave in a 12-month period for the birth, adoption, or foster care placement of employee’s child, for an employee’s own serious health condition or to care for employee’s child, parent, parent-in-law, spouse, grandparent, grandchild, sibling, registered domestic partner or “designated person”. (“Designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee is limited to one (1) “designated person” per 12-month period.) In addition, under CFRA an employee may take leave because of a qualifying exigency related to covered active duty or call to covered active duty of an employee’s spouse, registered domestic partner, child or parent in the armed forces of the United States as specified in applicable law.

For CFRA leave, the District generally requires the employee to utilize vacation leave and sick leave while on such leave. An exception to this is the employee may not use sick leave during a period of CFRA leave in connection with the birth, adoption or foster care of a child, or to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner or designated person unless mutually agreed to by the employee and the General Manager.

Another exception is that employees will not be required to use their sick leave if the employee’s CFRA leave also qualifies as “kin care” under California law. Under these circumstances, it will be the employee’s sole discretion as to whether they wish to utilize sick leave.

While on CFRA leave, the District will maintain and pay for coverage under a group health plan, for the duration of the leave, not to exceed 12 workweeks in a 12 month period, commencing on the date leave under CFRA commences, at the level and under the conditions coverage would have been provided if the employee continued employment continuously for the duration of the leave. Employees must continue to pay their portion of group health plan premiums while on CFRA leave.

During CFRA leave, the leave shall not constitute a break in service for any employee benefit plan. An employee shall return with no less seniority than employee had when leave commenced, for purposes of layoff, recall, promotion, job assignment, and seniority related benefits, such as vacation.

If the employee’s need for leave is foreseeable, the employee shall provide the District with reasonable advance notice of the need for the leave.

If the employee’s need for leave pursuant to this section is foreseeable due to planned medical treatments or supervision, the employee shall make a reasonable effort to schedule the treatment

or supervision to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

The District requires that an employee's request for leave to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner or designated person who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care. That certification shall be sufficient if it includes all of the following:

- (A) The date on which the serious health condition commenced.
- (B) The probable duration of the condition.
- (C) An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care.
- (D) A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

Upon expiration of the time estimated by the health care provider, the District requires the employee to obtain recertification, if additional leave is required.

The District requires that an employee's request for leave because of the employee's own serious health condition be supported by a certification issued by the employee's health care provider. That certification shall be sufficient if it includes all of the following:

- (A) The date on which the serious health condition commenced.
- (B) The probable duration of the condition.
- (C) A statement that, due to the serious health condition, the employee is unable to perform the function of the employee's position.

The District requires that employees obtain subsequent recertification regarding the employee's serious health condition on a reasonable basis, if additional leave is required.

As a condition of an employee's return from leave taken because of an employee's own serious health condition, the District requires the employee to obtain a certification from the employee's health care provider that the employee is able to resume work.

CFRA leave provided for in this Policy may be taken in one or more periods.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either of the following:

- 1) Inpatient care in a hospital, hospice or residential health care facility; or
- 2) Continuing treatment or continuing supervision by a health care provider.

"Health care provider" means any of the following: an individual holding either a physician's and surgeon's certificate issued pursuant to California law, an osteopathic physician and surgeon certificate issued pursuant to California law, or an individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition. In addition, any other person determined by the United States Secretary of Labor to be capable of providing health care services under the FMLA shall also qualify as a health care provider.



The District may recover the premiums for such group health plans that it pays on behalf of the employee if both of the following conditions occur:

- 1) The Employee fails to return from leave after the period of leave to which the employee is entitled has expired; and
- 2) The failure of the employee to return from the leave is for a reason other than the continuation, recurrence, or onset of “serious health condition” or other circumstances beyond the control of the employee.

Eligible employees may also take Qualifying Exigency Leave as set forth in California law.

### **Your Rights and Responsibilities as a Pregnant Employee**

If you are pregnant, have a related medical condition, or are recovering from childbirth, **PLEASE READ THIS NOTICE.**

California law protects employees against discrimination or harassment because of an employee’s pregnancy, childbirth or any related medical condition (referred to below as “because of pregnancy”). California law also prohibits employers from denying or interfering with an employee’s pregnancy-related employment rights.

The District has an obligation to:

- reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
- transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy; and
- provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17½ weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from non-leave related employment actions, such as a layoff.
- provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private as set forth in Labor Code section 1030, et seq.

For pregnancy disability leave:

- PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy. Your health care provider determines how much time you will need.
- Once the District has been informed that you need to take PDL, the District must guarantee in writing that you can return to work in your same position if you request a written guarantee. The District may require you to submit written medical certification from your health care provider substantiating the need for your leave.
- PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe “morning sickness,”

gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression.

- PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against your four month entitlement to leave.
- Your leave will be paid or unpaid depending on the District's policy for other medical leaves.
- You may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
- At your discretion, you can use any vacation or other paid time off during your PDL.
- The District requires you to use any available sick leave during your PDL.
- The District is required to continue your group health coverage during your PDL at the level and under the conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
- Taking PDL may impact certain of your benefits and your seniority date; please contact The District Office for details.
- If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself.) For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

#### Notice Obligations of Employees.

- Give the District reasonable notice: To receive reasonable accommodation, obtain a transfer, or take PDL, you must give the District sufficient notice for it to make appropriate plans. Sufficient notice means 30 days' advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.
- Provide a Written Medical Certification from Your Health Care Provider. Except in a medical emergency where there is no time to obtain it, the District may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame the District requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. The District must provide at least 15 calendar days for you to submit the certification. See The District Office for a copy of a medical certification form to give to your health care provider to complete.
- PLEASE NOTE that if you fail to give the District reasonable advance notice or written medical certification of your medical need, the District may be justified in delaying your reasonable accommodation, transfer, or PDL.

You may be entitled to additional rights under the California Family Rights Act of 1993 (CFRA) if you have more than 12 months of service with us, have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave and the District employs five or more employees. This leave may be up to 12 workweeks in a 12-month period. For further information on the availability of CFRA leave, please review your employer's policy regarding the availability of CFRA leave.

This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about your rights and obligations as a pregnant employee, contact The District Office, visit the California Civil Rights Department's Web site at [www.calcivilrights.ca.gov](http://www.calcivilrights.ca.gov), or contact the Department at 800-884-1684. The text of the FEHA and the regulations interpreting it are available on the Fair Employment and Housing Commission's website at [www.fehc.ca.gov](http://www.fehc.ca.gov).

**[Not applicable because less than 25 employees. Labor Code § 230.8(a)]**

### **Authorized Unpaid Leave**

#### ***Board Approved District Policy States:***

**2160.10** *With the approval of the General Manager, a full time employee may request a leave of absence without pay for a period of up to six (6) months.*

**2160.20** *Such a leave of absence may be taken in conjunction with, and at the conclusion of, an authorized use of vacation, comp. time, and any other accrued leave time.*

**2160.30** *Then the continuation of such leave will be without any accrual of pay and/or other benefits available to regular full time employees of the District.*

**2160.40** *If the full time employee is disabled or otherwise injured or unable to work, such period of time when the full time employee is on disability and/or receiving benefits under the District's Workers' Compensation program, shall be considered a period of authorized leave without pay and no other accrual of vacation, holiday, sick leave, shall be allowed during such periods of time, excepting applicable provisions of Policy No. 2070.*

**2160.50** *Due to the District's limited work force, maintenance of job classifications for the term of an authorized leave of absence cannot be guaranteed beyond six (6) months. Full time employees returning from a leave of absence without pay will be reinstated with the first available job classification for which they are qualified.*

### **Bereavement Leave**

Full-time employees at Arrowbear Park County Water District are permitted up to 3 consecutive days with pay and 2 unpaid days to attend the funeral of an "immediate family member." Other employees will be provided 5 days of unpaid leave.

This leave is available for employees who have been employed for at least 30 days prior to the commencement of the leave. The 5 days need not be consecutive, but all Bereavement Leave must be completed within 3 months of the date of death of the family member. The District may require documentation of the death of the family member so long as it is requested within 30 days of the first day of the leave. Employees may utilize accrued and available sick leave, compensatory time off or vacation leave while on Bereavement Leave. The District requests that employees provide reasonable advance notice of when they plan to use Bereavement Leave.

Bereavement leave will not be paid if it occurs when the full time employee is on vacation or leave of absence, absent due to illness or injury, or not working due to a paid holiday.

***Board Approved District Policy States:***

**2050.10** *This policy shall apply to employees in all classifications.*

**2050.20** *In the event of a death in the immediate family, a full time employee may be granted a paid leave of absence not to exceed three (3) days and 2 unpaid days. Other employees will be provided 5 days of unpaid leave. This is addition to regular sick leave and vacation time. Certification may be required by the General Manager.*

**2050.30** *“Immediate family” is defined as being spouse, registered domestic partner, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law or any other person who is a legal dependent of the full time employee.*

**Military Leave**

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), Arrowbear Park County Water District prohibits discrimination against persons because of their service in the Armed Forces, the Army National Guard and the Air Force National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

Full time employees who are members of the National Guard or U.S. reserves can take up to 30 days of paid leave and 180 days of unpaid leave per year when called for training or duty.

**Jury Duty**

Arrowbear Park County Water District supports full time employees in fulfilling their civic responsibilities by serving jury duty when required and fully compensates them when they are required to serve. However, you must inform your supervisor as soon as possible after receiving a jury summons so that arrangements can be made to accommodate your absence. And you will be expected to report for work during your jury service whenever the court schedule permits.

Insurance benefits will ordinarily remain in effect and unchanged for the full term of your jury duty absence.

***Board Approved District Policy States:***

**2060.10** *This policy shall apply to full-time employees in all classifications.*

**2060.20** *An employee summoned for jury duty will immediately notify the General Manager. While serving on a jury, he/she will be given a paid leave of absence for the duration of said jury duty. Said paid leave of absence is conditional upon the full time employee returning to work upon dismissal each day to complete his/her remaining normal workday. It is also conditional upon the full time employee’s conveyance to the District of any compensation received as a juror, not including any travel allowance received.*

**Time Off From Work In Connection With Court Cases**

We recognize that an employee might be subpoenaed or otherwise required to serve as a witness in a court case or arbitration. If you must appear in such a proceeding, notify your supervisor at once.

You will not be paid for the time you are away from work participating in a court case or arbitration unless required to do so as a requirement of your employment with the District, but you may use available vacation days to cover the time off.

### **Time Off To Vote**

Employees who are eligible to vote in an election and who do not have sufficient time outside of working hours to vote may request time off either at the beginning or end of work to do so.

No more than 2 hours off will be compensated, and you must give two days advance notice if you need such time off.

### **Rights of Victims of Domestic Violence, Sexual Assault, Stalking, Crimes that Cause Physical Injury or Mental Injury, and Crimes Involving a Threat of Physical Injury; and of Personse Whose Immediate Family member is Deceased as a Direct Result of a Crime**

#### 1. Your Right to Take Time Off:

- You have the right to take time off from work to obtain relief from a court, including obtaining a restraining order, to protect you and your children's health, safety or welfare.
- If your company has 25 or more workers, you can take time off from work to get medical attention for injuries caused by crime or abuse, receive services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse, receive psychological counseling or mental health services related to an experience of crime or abuse, or participate in safety planning and take other actions to increase safety from future crime or abuse.
- You may use accrued paid sick leave or vacation, personal leave, or compensatory time off for that is otherwise available for your leave unless you are covered by a union agreement that says something different. Even if you do not have paid leave, you still have the right to time off.
- In general, you do not have to give your employer proof to use leave for these reasons unless it involves an unscheduled absence.
- If you can, you should tell your employer before you take time off. Even if you cannot tell your employer beforehand, your employer cannot discipline you if you give proof explaining the reason for your absence within a reasonable time. Proof can be a police report, a court order, a document from a licensed health care provider, or counselor showing that you were undergoing treatment for domestic violence related to trauma, or a written statement signed by you, or an individual acting on your behalf, certifying that the absence is for a authorized purpose..

#### 2. Your Right to Reasonable Accommodation:

- You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number, transferring or reassigning you, or help with keeping a record of what

happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose and may also request proof showing your need for an accommodation. Your employer cannot tell your coworkers or anyone else about your request.

3. Your Right to be free from Retaliation and Discrimination:

Your employer cannot treat you differently or fire you because:

- You are a victim of domestic violence, sexual assault, or stalking, a crime that caused physical injury or mental injury, or a crime involving threat of physical injury, or are someone whose immediate family member is deceased as a direct result of a crime..
- You asked for leave time to get help.
- You asked your employer for help or changes in the workplace to make sure you are safe at work.

**You can file a complaint with the Labor Commissioner’s Office against your employer if he/she retaliates or discriminates against you.**

**Lactation Accommodation Policy**

The District provides employees the right to request lactation accommodation in accordance with California law. The District will provide a reasonable amount of break time to accommodate an employee desiring to express breastmilk for the employee’s infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with the rest time authorized for the nonexempt employee shall be unpaid.

The District will provide the employee with the use of a room or other location for the employee to express milk in private. This room may include the place where the employee normally works if it otherwise meets the requirements set forth below.

The room shall be safe, clean and free of hazardous materials. There will be a surface to place a breast pump and personal items as well as a place to sit. The room will 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. The employee shall also have 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, the District may provide another cooling device suitable for storing milk, such as a company-provided cooler. If a multipurpose room is used for the lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

Employees who require lactation accommodation should contact The District Office. If the District cannot provide break time or a location that complies with California law the District will provide a written response to the employee. Employees have the right to file a complaint with the Labor Commissioner for any violation of the employee’s lactation rights under California law.

## **General Employment**

### **Job Postings & Promotion**

Arrowbear Park County Water District has a job posting program to inform employees of available staff positions. Arrowbear Park County Water District will fill job vacancies whenever practicable by promoting qualified employees from within the District.

To apply for a posted position, an employee must:

- have completed any mandatory Probationary Period at a satisfactory performance level
- meet the minimum requirements for the position, and
- not have received written correction counseling within the past 90 days; employees who have received a verbal warning may also be prohibited from applying.

Employees interested in applying for a posted position should submit a memorandum with an updated resume to the General Manager indicating interest in the position. Candidates will be judged on individual performance, conduct, experience, and potential. Length of service, although considered, shall not be the sole determining factor in selecting candidates for promotion.

Arrowbear Park County Water District has the discretion to fill job vacancies from outside.

### **Reference/Background Checks**

Arrowbear Park County Water District conducts reference and background checks on all new employees. Employees who have falsified information on their employment applications will be disciplined, which could include termination. Applicants who have provided false information may be eliminated from further consideration for employment.

### **Employee Classifications & Job Descriptions**

Employees at Arrowbear Park County Water District are either full-time or part-time. The District may on occasion hire temporary or seasonal employees, who will not generally be eligible for benefits.

Part-time employees work fewer than 32 hours per week. Part-time employees serve at the will and pleasure of the General Manager. Unless specifically stated or required by law, part-time employees are not afforded any benefits other than wages; for example, they do not accrue benefits such as vacation days and health insurance.

Your supervisor will verify whether you are a full-time or part-time employee, and also whether you are exempt or non-exempt. Exempt employees are not entitled to overtime under the Fair Labor Standards Act, while non-exempt employees can qualify for this pay.

Job descriptions and Board Approved Salary Ranges are maintained in the District Office in the District Policy Handbook and are available for inspection by employees. A copy will be provided to the employee for their classification at time of hire or upon request.

### **Employee Records**

An original personnel file consists of an employee's employment application, withholding forms, reference checks, emergency information and any performance appraisals, benefits data and other appropriate employment-related documents.

It is your responsibility to notify the District Office of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

You may be dismissed for misrepresenting any fact on your application or in your personnel file. Personnel records are considered District property. You may review your record in the District office during business hours after making a reasonable request to do so. Access to personnel records does not apply to letters of reference, records obtained prior to employee's employment, or records relating to the investigation of a possible criminal offense.

### **Nepotism (Employment of Relatives)**

Arrowbear Park County Water District may hire relatives of employees where there are no potential problems of supervision, safety, security, morale or potential conflict of interest. Relatives include an employee's parent, child, spouse, registered domestic partner, sibling, cousin, in-laws and step relationships.

Employees who marry or become related will be permitted to continue to work as long as there are no substantial conflicts. Reasonable accommodations will be made when possible in the event a conflict arises.

### ***Board Approved District Policy States:***

**2230.10** *It is the policy of Arrowbear Park County Water District to seek for its staff the best possible candidates through appropriate search procedures. There shall be no bars to appointment of close relatives in any staff category in the same or different departments so long as the following standard is met:*

**2230.20** *No employee shall vote, make recommendations, or in any way participate in decisions about any personnel matter which may directly affect the selection, appointment, promotion, termination, other employment status, or interest of a close relative.*

**2230.30** *For the purpose of this policy, "close relative" is defined as husband, wife, registered domestic partner, mother, father, son, daughter, sister, and brother.*

**2230.40** *When an individual is considered for appointment in a department in which an immediate family member is already assigned, review of this fact shall be required at all appointing levels. With Board review and approval. The objective of this review shall be to assure equity to all members of the department.*

### **Probationary Period**

The first 90 days of employment are a Probationary Period for both the employee and the District. During this period, the work relationship will be "at will."

This time period allows you to determine if you have made the right career decision and for Arrowbear Park County Water District to determine whether your initial work performance meets our needs. Your manager will monitor your work performance, attitude and attendance during this time, and be available to answer any questions or concerns you may have about your new job.

The Probationary Period may be extended at the General Manager's discretion.



## **Continuity of Service**

### ***Board Approved District Policy States:***

**2070.10** *For full-time employees in all classifications, length of continuous service with the District will be used as the basis for determining benefits such as sick leave and vacation time. Length of continuous service will also be one of the considerations in promotions, demotions and layoffs.*

**2070.20** *Continuous service with the District will start with the date of employment and will continue until one of the following occurs:*

**2070.20.1** *An employee is discharged;*

**2070.20.2** *An employee voluntarily terminates his/her employment; or,*

**2070.20.3** *An employee is laid off.*

**2070.30** *Continuity of an employee's service will not be broken by absence for the following reasons, and his/her length of service will accrue for the period of such absence:*

**2070.30.1** *Absence by reason of industrial disability;*

**2070.30.2** *Authorized absence without pay for less than thirty (30) days in a calendar year; or,*

**2070.30.3** *Absences governed by applicable state and/or federal laws such as military or National Guard service.*

**2070.40** *A re-employment list shall be maintained by the District. The re-employment list shall be used to determine the order in which part-time and temporary employees shall be employed when other than full-time work is available and additional employees are needed. The list shall be arranged on the basis of seniority. An individual is considered to have seniority if his/her length-of-service, as defined above, is greater than that of another individual on the list. An individual on the re-employment list shall be rehired to fill a vacant position within a specific job classification if:*

**2070.40.1** *He/she was previously employed within said job classification or within a job classification requiring higher qualifications, and/or satisfies the qualifications as specified in the job description for said vacant position; and,*

**2070.40.2** *He/she has seniority, as defined above.*

**2070.50** *When an individual on the re-employment list is called to work and is unavailable to work, the next person on the list having seniority and satisfying the conditions listed in Section 2070.40, above, shall be called. If an individual is called to work three (3) times without being available to work, his/her name may be removed from the re-employment list. An individual shall be removed from the re-employment list when he/she notifies the District that he/she has taken a full-time position elsewhere and is unavailable to work for the District.*

**2070.60** *Full-time employees who are laid off will be placed on the re-employment list and shall receive seniority based on previously earned length-of-service.*

**2070.70** *Previous full-time employees who were laid off and called back for work not being full-time in nature will have their employment service records maintained so that they accumulate*

*length-of-service as they work on an “hour-for-hour” basis.*

**2070.80** *Part-time and temporary employees who are hired for a position having full-time status will have previously earned length-of-service maintained in their employment service records.*

**2070.90** *Previous temporary employees who are rehired within eighteen (18) months of their last date of employment shall have their employment service records restored to include previously earned length-of-service.*

## **Safety & Emergency**

### **Fire Safety**

Every employee is responsible for recognizing potential fire dangers and taking an active role in preventing fires.

Employees are required to observe all OSHA safety requirements and regulations. Flammable materials are to be stored in covered metal containers. Employees should not block any fire doors, fire exits, fire extinguishers, windows or doorways. Review the fire escape routes posted in each work area.

### **Safety**

Arrowbear Park County Water District is committed to maintaining a safe and healthy environment for all employees. Report all accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues immediately to your Supervisor or the General Manager.

If you or another employee is injured, contact your Supervisor or the General Manager immediately. Seek help from outside emergency response agencies, if needed. Contact information is posted at the District Office.

You must complete an Employee's Claim for Worker's Compensation Benefits Form if you have an injury that requires medical attention. If your inquiry does not require medical attention, you must still complete a Supervisor and Employee Report of Accident Form in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. You can obtain the required forms from the Administrative Secretary.

A federal law, the Occupational Safety and Health Act, requires that we keep records of all illnesses and accidents that occur on the job. OSHA also provides for your right to know about any health hazards which might be present on the job.

In addition, the state Workers' Compensation Act also requires that you report any illness or injury caused by the workplace, no matter how slight. If you do not report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits.

You can get the required reporting paperwork from the Administrative Secretary.

### **Security**

Arrowbear Park County Water District is committed to ensuring employees' security. Our premises are equipped with both security alarms that may be active during, as well as outside, working hours and a fire alarm system. Employees acknowledge by signing the Acknowledgement of receipt and

understanding page that they understand that included in the security alarms may be security cameras that record audio and video and, as a condition of employment, authorize this audio and video recording on District property. If you have a security concern or need more information about operating these systems, contact the General Manager.

All employees are given security codes and keys when they join the District. If you leave Arrowbear Park County Water District, you must surrender any District keys you have been issued.

### **Emergency Measures (Inclement Weather)**

We realize that bad weather or hazardous commuting conditions may occasionally make it difficult for employees to report to work on time.

However, you are expected to make a diligent effort to report to work when conditions have improved. If you determine that you are unable to report to work because of the conditions, inform your supervisor as soon as possible. Your absence will be charged to vacation time.

If it becomes necessary to shut down the office due to weather or other emergency, every effort will be made to notify employees.

## **District Communications & Technology**

### **Bulletin Boards**

Check all the bulletin boards regularly to obtain important information about District events and policies. Only Arrowbear Park County Water District employees should use District bulletin boards. Management must approve all postings. See the General Manager to obtain approval for a bulletin board posting.

### **Communication with Press or Media**

Media inquiries in relation to Arrowbear Park County Water District must be handled in accordance with the following guidelines:

All inquiries should be referred to the General Manager, who will respond directly or designate another spokesperson and who will also help draft or direct an appropriate response if necessary.

This policy covers all forms of responses to the media, including off-the-record and anonymous statements.

### **Software Policy**

Arrowbear Park County Water District regulates employees' use of its computer software.

You may not duplicate any licensed software or related documentation for use, either on District premises or elsewhere, unless expressly authorized to do so by written agreement with the licensor. And you may not provide licensed software to anyone outside the District. Employees should be aware that the illegal duplication of software may result in the filing of criminal copyright charges by the owners of the copyrights and can subject both the employee and the District to liability.

All software that Arrowbear Park County Water District acquires must be purchased by the District. Upon delivery, all software must be registered properly by the General Manager and installed by the General Manager. You may not load personal software on Arrowbear Park County Water District computers.

### **Use of District Electronic and Communication Systems**

Because Arrowbear Park County Water District reserves the right to access, review, copy and monitor any personal communications on District property using District equipment without prior notice, employees should not use District systems to transmit any messages or to access any information that they would not want a third party to hear or see. Although incidental and occasional personal use of the District's systems is permitted, any such personal use will be treated the same as all other communications under this policy. Employees should have no expectation of privacy while utilizing the District's systems.

### **Social Media Policy**

The District understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all employees who work for the District.

### **Guidelines**

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with District, as well as any other form of electronic communication.

The same principles and guidelines found in District policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of the District or the District's legitimate business interests may result in disciplinary action up to and including termination.

### **Know and follow the rules**

Carefully read these guidelines: the District Code of Ethics Policy, the District Network System Policy and the Policy Against Employee Discrimination/Harassment, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### **Be respectful**

Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of the District. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Grievance Procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might

include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or District policy.

### **Be honest and accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the District, fellow employees, members, customers, suppliers, people working on behalf of the District or competitors.

### **Post only appropriate and respectful content**

- Maintain the confidentiality of District trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Do not post pictures of your District ID badge or other employees without their consent.
- Do not create a link from your blog, website or other social networking site to a District website.
- Express only your personal opinions. Never represent yourself as a spokesperson for the District. If the District is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the District, fellow employees, members, customers, suppliers or people working on behalf of the District. If you do publish a blog or post online related to the work you do or subjects associated with the District, make it clear that you are not speaking on behalf of the District. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the District."

### **Using social media at work**

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by the General Manager, or designee. Do not use District e-mail addresses to register on social networks, blogs or other online tools utilized for personal use.

### **Retaliation is prohibited**

The District prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

### **Exception**

Nothing in the District's Social Media Policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment. District employees have the right to engage in or refrain from such activities.

### **Media contacts**

Employees should not speak to the media on the District's behalf without contacting The District Office. All media inquiries should be directed to them.

### **For more information**

If you have any questions or need further guidance, please contact The District Office.

### **Telephone Usage**

The telephone system (including voicemail) at Arrowbear Park County Water District is the property of the District and is provided for business purposes. Arrowbear Park County Water District may periodically monitor or review the usage of the telephone systems to ensure compliance with this policy. Therefore, employees should not consider their conversations on the District's telephone system to be private.

### **Personal Mail**

All mail delivered to the District is presumed to be related to District business. Mail sent to you at the District will be opened by the office and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home.

## **Employee Benefits**

### **Employee Benefits**

Arrowbear Park County Water District employees are entitled to a wide range of benefits. A number of the benefit programs -- such as Social Security, workers' compensation, state disability and unemployment insurance -- cover all employees as required by law.

Eligibility for most other benefits depends upon a variety of factors, including employee classification. Your Supervisor can identify the programs for which you are eligible. You can find the details of many of these programs in separate written summaries. For more information, contact the Administrative Secretary.

Some benefit programs require contributions from employees, but many are fully paid by Arrowbear Park County Water District. We reserve the right to add, amend, modify or terminate any employee benefit plans or programs.

### **Supplemental Disability Insurance**

Employees have the option to purchase supplemental disability insurance coverage, which will be paid for by the employee through payroll deduction. Please see the specific plan documents for further explanation of this benefit and its tax implications, or contact the Administrative Secretary.

### **Workers' Compensation**

Arrowbear Park County Water District provides insurance to compensate for any illness or injury an employee might suffer while working on District premises, traveling on official District business, or attending an activity officially sponsored by the District. If you become ill or injured, please get medical attention at once.

You must also report the details to your Supervisor immediately. And you must complete a report

for every injury, no matter how small, to keep the coverage in force and to get any benefits or other compensation to which you may be entitled.

***Board Approved District Policy States:***

**2110.10**      **On-the-Job Injuries and Illnesses.** *The District provides all employees with workers' compensation insurance which covers job-related injuries and illnesses.*

**Educational Assistance**

Arrowbear Park County Water District provides employees with the education required for their professional growth and advancement opportunities or to enhance their work knowledge and skills.

***Board Approved District Policy States:***

**2120.10**      *Employees of the District are encouraged to pursue educational opportunities which are related to their present work within the District, or which will prepare them for foreseeable future opportunities within the District.*

**2120.20**      *To be eligible for reimbursement of educational costs, the employee must be a full-time employee of the District, must have completed one year of full-time employment with the District, must receive advance approval for the class(es) from the Board of Directors if costs are anticipated to exceed \$150.00. Certification, CEU, and Vocational courses under \$150.00 must be approved in writing in advance by the General Manager and the one year employment requirement may be waived. Requests for reimbursement should be submitted in writing using the Request for Educational Assistance Reimbursement form (Attachment A). The employee will be notified of final approval, or the reasons for disapproval.*

**2120.30**      *On-line or residence courses must be from an approved or accredited institution.*

**2120.40**      *The types of classes which are generally eligible for reimbursement per this policy:*

**2120.40.1**      *Job related Certification and Continuing Education Units (CEU's).  
The District will reimburse 100% of the cost for all approved courses.*

**2120.40.2**      *Job related Vocational Training. The District will reimburse 100% of the cost for all approved courses.*

**2120.50**      *The District will reimburse 100% of the cost of tuition and required class materials if the employee receives a grade of (B) or higher for the class or a PASS (if course is pass/fail). The District will reimburse 50% of the cost of tuition and required class materials if the employee receives a grade of (C) for the class. No reimbursement will be made to employees who receive a grade of (D) or below for the class or a FAIL (if course is pass/fail).*

**2120.60**      *Upon completion of the class(es) the employee is responsible for sending copies of the grade slip(s) and expense receipt(s) to the General Manager.*

**2120.70**      *Upon receipt of Educational Assistance Reimbursement the employee will sign acknowledgement of receipt of Educational Assistance Reimbursement and agree to reimburse the District for the funds if employee voluntarily leaves the District within twelve (12) months.*

**Medical & Dental Insurance**

Arrowbear Park County Water District offers Medical Insurance through CalPERS and bears a substantial cost of this plan for the employee. Refer to the printed information from CalPERS and

the insurance providers for details of eligibility and coverage or contact the Administrative Secretary.

**Board Approved District Policy States:**

**2110.20**     **Non-Job Related Injuries and Illness.** *The District offers full-time employees and their dependents accident, health, and hospital insurance for non-occupational injuries and illness. The District presently contracts with CALPERS for such insurance. It is the policy of the Board of Directors to pay for each employee or annuitant the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan(s) up to a maximum of \$ \_\_\_\_\_ \* per month with respect to employees or annuitants enrolled for self alone, \$ \_\_\_\_\_ \* per month for an employee or annuitant enrolled for self and one family member, and \$ \_\_\_\_\_ \* per month for an employee or annuitant enrolled for self and two or more family members. The maximum District contribution to the employees' health benefit plan will be evaluated on an annual basis (in November, prior to the January effective date of the increase from CalPERS) and the maximum amounts increased to an amount equal to the healthcare premium increase percentage. The Board of Directors reserves the right to periodically review and revise the scope of coverage and the District's contribution to the insurance premium payment.*

**\* See current District Policy #2110.20 for current Board approved maximum contribution amounts.**

*The District offers full-time employees and their dependents basic dental **or** vision insurance. It is the policy of the Board of Directors to pay for each employee the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a basic dental or vision plan.*

**2110.40**     **Out-of-State Retirees: Medical Insurance Benefit.** *Out-of-state retirees may find that the CALPERS-provided medical insurance benefit does not extend to their home state. The District's medical insurance provider is CALPERS exclusively. The District will not honor any medical insurance provider outside of the CALPERS Plan*

**Retirement Plan**

**Board Approved District Policy States:**

**2110.30**     **Retirement Benefits.** *Full-time District employees shall be enrolled in the District's retirement plan. Presently, the District contracts with CALPERS for that benefit, and the retirement plan may be obtained and reviewed online at [www.calpers.ca.gov](http://www.calpers.ca.gov), or a copy may be obtained from the District Secretary. Effective July 1, 2015, the policy of the Board of Directors will be to pay only the employer's share of this benefit. Employees will be responsible, through automatic payroll deduction, for the employee's portion of this benefit.*

**Deferred Compensation Savings Plan**

Arrowbear Park County Water District provides a 457(b) deferred compensation savings plan for fulltime employees who have completed any mandatory Probationary Period and otherwise qualify to participate. The plan includes a provision for employee tax deferred compensation contributions through payroll deduction.

The plan trustee is Nationwide. You can request a full copy of the plan summary description from the Administrative Secretary.



## **Travel & Expenses**

As required by California law, employees will be reimbursed for all reasonable and necessary expenses they incur while engaging in Arrowbear Park County Water District business. Employees will be reimbursed in accordance with the current State of California maximum reimbursement rates listed on the website [calhr.ca.gov/employees/Pages/travel-meals.aspx](http://calhr.ca.gov/employees/Pages/travel-meals.aspx).

When it's necessary to travel for Arrowbear Park County Water District business, please contact the Administrative Secretary. The Administrative Secretary will be responsible for making all your travel arrangements.

You must record all travel and business activities on the District's Expense Report Form and submit it to the Administrative Secretary. If business travel requires you to be out of the District for an extended period, your report must cover no less than one week and no more than one month of expenses.

All Expense Report Forms should be submitted to the Administrative Secretary no later than five business days after the last day of the month.

### ***Board Approved District Policy States:***

**2100.20** *Personal Vehicle Use Cost Reimbursement: When an employee is authorized to use his/her personal vehicle in the performance of District work, he/she shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.*

**2100.20.1** *Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational.*

**2100.20.2** *Every attempt shall be made to coordinate work so that District vehicles are available and operational for the performance of said work.*

**2100.20.3** *Proof of adequate insurance covering collision, personal injury and property damage shall be required by the District of any employee using a personal vehicle in the performance of District work.*

**2100.20.4** *Claims for reimbursement shall be submitted to the office within 30 days.*

## **Holidays & Vacation**

### **Holidays**

Arrowbear Park County Water District observes eleven (11) paid annual holidays:

Due to business needs, some employees may be required to work or be on-call on District holidays. Your supervisor or manager will notify you if this may apply to you.

### ***Board Approved District Policy States:***

**2030.10** *This policy shall apply to all employees.*

**2030.20** *The following days shall be recognized and observed as paid holidays:*

**2030.20.1** *New Year's Day*

- 2030.20.2** *Martin Luther King Jr. Day*
- 2030.20.3** *President's Day*
- 2030.20.4** *Memorial Day*
- 2030.20.5** *Independence Day*
- 2030.20.6** *Labor Day*
- 2030.20.7** *Veteran's Day*
- 2030.20.8** *Thanksgiving Day*
- 2030.20.9** *Day Following Thanksgiving Day*
- 2030.30.10** *Christmas Day*
- 2030.30.11** *One floating holiday, at discretion of General Manager*

**2030.30** *All regular work shall be suspended and employees shall receive one (1) day's pay for each of the holidays listed above. An employee is eligible for any paid holiday if he/she works the day before and the day after said holiday. Eligibility is also granted if the employee was on vacation or had notified the General Manager and received permission to be absent from work on that specific day or days.*

**2030.40** *Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday.*

**2030.50** *When an employee is taking an authorized leave with pay when a holiday occurs, said holiday shall not be charged against said leave with pay.*

### **Vacation**

Full-time employees are eligible to earn paid vacation days.

### ***Board Approved District Policy States:***

**2020.10** *This policy shall apply to full-time employees in all classifications, excluding part-time employees.*

**2020.20** *Paid vacations shall be accrued according to the following schedule on an annual basis:*

**2020.20.1** *During the first year of continuous work, 5 days;*

**2020.20.2** *2 through 5 years of service, 10 days;*

**2020.20.3** *6 through 10 years of service, 15 days;*

**2020.20.4** *After 10 years of service, 1 additional day of paid vacation for each additional year of service to a maximum of 30 days. (240 hrs)*

**2020.30** *Employees who have completed six (6) months in full-time status may take their vacation time all at once, or gradually. No vacation may be taken until the employee has completed at least six (6) months in full-time status.*

**2020.40** *Vacation time may be accumulated. The total accumulated vacation time earned but not taken shall not exceed the maximum of 30 days (240hrs) at any time. Vacation time is to be accrued by pay period and is accumulated until taken or the maximum 240 hours is reached.*

*Vacation hours are not accrued beyond the maximum of 240 hours.*

**2040.50** *At termination of employment for any reason, the District shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination up to the maximum of 240 hours of earned vacation time at the time of termination.*

## **Sick Leave**

### **Sick Leave**

#### **Board Approved District Policy States:**

**2040.10** *This policy shall apply to part-time, and full-time employees in all classifications. In order to help prevent the loss of earnings caused by accident or illness, District will provide paid sick leave as follows:*

**2040.20** *Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave provided prior notice is provided to District Office. Sick leave may be used for the diagnosis, care or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. "Family member" is defined as: a child (whether biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis) regardless of the age of the child or dependency status, a parent (whether biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person or stood in loco parentis when the employee was a minor child, a spouse, a registered domestic partner, a grandparent, a grandchild, a sibling and a designated person. (A "designated person" means a person identified by the employee at the time the employee requests paid sick days. The District limits an employee to one (1) designated person per twelve (12) month period for paid sick days.) The District will also approve of the use of an employee's accrued paid sick time if the employee is a victim of domestic violence, sexual assault or stalking.*

**2040.30** *Sick leave is not a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee, or as set forth above.*

**2040.40** *In order to receive compensation while on sick leave, the employee shall notify his/her supervisor prior to the time for beginning the regular work day, or as soon thereafter as practical.*

**2040.50** *When electing to use paid sick time, the employee must use a minimum increment of two (2) hours. Paid sick leave used as well as paid sick leave remaining will be reflected on the Employee's wage statement no later than the pay date for the next regular pay period. Employees wishing to utilize paid sick leave must indicate it on their timecard.*

**2040.60** *Paid Sick Leave Accrual*

**2040.60.1** *Full-time Employees*

**2040.60.1.1** *Full-time employees shall earn sick leave at the rate*

*of one (1) day per month cumulative from year to year. The determination of total accumulated sick leave days is reported monthly on payroll check stubs. Once a full-time employee has accrued 500 hours, that employee will stop accruing paid sick leave hours.*

**2040.60.1.2** *Full-time employees, upon retirement or termination may elect to “sell” to the District unused sick leave time or convert such time to additional PERS service time. The “buy back” shall be limited to the schedule in Table 1. The purchase price of the buyback shall be at the hourly rate paid the employee at the time of retirement or termination.*

*Table 1 – Optional Cash Buyback Schedule (500 hour limit)*

<i>Up to 10 yrs service</i>	<i>50%</i>
<i>10 – 15 yrs</i>	<i>60%</i>
<i>15 – 20 yrs</i>	<i>70%</i>
<i>20 – 25 yrs</i>	<i>80%</i>
<i>25 – 30 yrs</i>	<i>90%</i>
<i>30 or more yrs</i>	<i>100%</i>

**2040.60.2** *Part-time Employees*

**2040.60.2.1** *Part-time employees are eligible for three (3) days sick leave per year. Part-time employees are entitled to use sick leave beginning on the 90<sup>th</sup> day of employment with the District. Every July 1, all part-time employees’ sick leave balances will reset to three (3) days. Any unused sick leave will be forfeited on June 30 of each year and will not roll over to the next calendar year. Part-time employees may not cash out any accrued but unused sick time for any reason during employment at the District. Sick leave will not be paid out upon termination of part-time employee’s employment.*

Temporary employees shall accrue one (1) hour of sick leave for every 30 hours worked. Temporary employees are entitled to use sick leave beginning on the 90th day of employment with the District. Sick leave will not be paid out upon termination of the temporary employee’s employment.

If an employee is rehired within one year from date of termination, any accrued, but unused, sick leave will be reinstated.

**Acknowledgement of Receipt and Understanding**

I acknowledge that I have received the 2023 Arrowbear Park County Water District Employee Handbook and that I have read, understand, and agree to abide by the policies.

I understand that this Handbook represents only current policies and benefits, and that it does not create a contract of employment. Arrowbear Park County Water District retains the right to change these policies and benefits, as it deems advisable.

I recognize that this Handbook supersedes and replaces any previous Handbooks, and to the extent that the provisions of this Handbook conflict with previously issued policies or practices, whether or not such policies and practices were contained in an Employee Handbook, this Handbook shall prevail. I agree that changes set out in this Handbook are not valid unless made and approved by the Board of Directors. The Board of Directors may also issue or amend District policies regarding employment, compensation and benefits.

I understand that the information I come into contact with during my employment is proprietary to the District and accordingly, I agree to keep it confidential, which means I will not use it other than in the performance of my duties or disclose it to any person or entity outside the District. I understand that I must comply with all of the provisions of the Handbook to have access to and use District resources. I also understand that if I do not comply with all provisions of the Handbook, my access to District resources may be revoked, and I may be subject to disciplinary action up to and including discharge.

I further understand that I am obligated to familiarize myself with the District's safety, health, and emergency procedures as outlined in this Handbook or in other documents.

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Please Print Your Name

## Agreement For Payroll Deductions

I, \_\_\_\_\_ hereby acknowledge that during my employment with ARROWBEAR PARK COUNTY WATER DISTRICT (hereinafter the "District"), the District has entrusted to me various items of District property, including but not necessarily limited to uniforms, tools and equipment (hereinafter "District Property"). Further, I hereby agree to return all items of District Property upon request or following my separation from District employment.

Should I fail and/or refuse to return all items of District Property upon request following my separation from District employment, I hereby authorize the District to deduct from my final paycheck an amount equal to the replacement costs of such District Property. I further authorize the District to deduct from my final paycheck a reasonable amount for damage to such District Property, if any, in excess of normal wear and tear.

Should the District reimburse employee for personal clothing, footwear, or personal equipment within 90 days of employees separation from the District, District and Employee acknowledge that this equipment is the employees personal property upon separation and Employee authorizes District to deduct the full amount of previous reimbursement from his final paycheck.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE SIGNED

List Equipment, Uniforms, Etc.	Cost	Employee's Initials
1. _____	\$ _____	_____
2. _____	\$ _____	_____
3. _____	\$ _____	_____
4. _____	\$ _____	_____
5. _____	\$ _____	_____
6. _____	\$ _____	_____