



## PERSONNEL COMMITTEE MEETING

C. V. Starr Community Center

300 S. Lincoln St

Fort Bragg, CA. 95437

Tuesday, July 18, 2023

4:30 P.M.

### AGENDA

#### 1.0. CALL TO ORDER

Call to order and roll call

#### 2.0 PUBLIC PARTICIPATION-NON AGENDA ITEMS

A maximum of 3 minutes is reserved for members of the public to address the Board on items not listed on the agenda and a total time for public input on a particular issue is limited to 20 minutes (Government Code 54954.3). The Board is prohibited from discussion or taking action on matters not on the agenda, but may briefly respond or ask a question for clarification (Government Code 54954.2).

#### 3.0 INFORMATION/DISCUSSION

3.1 Special Maintenance Project Per Diem Worker Job Description

3.2 MCRPD Employee Handbook

#### 4.0 ADJOURNMENT

#### NOTICE TO THE PUBLIC

All disabled persons requesting disability related modifications for accommodations including auxiliary aids or service may make such a request in order to ensure full participation in a MCRPD public meeting. Such a request should be made to Carly Wells, Interim District Administrator, 300 South Lincoln St., Fort Bragg, CA 95437.

*PLEASE NOTE:* At least 48 hours in advance of standing committee meetings, agendas are posted at the District Office, C. V. Starr Community Center, 300 South Lincoln Street, Fort Bragg, California and at [mendocoastrec.org](http://mendocoastrec.org); and emailed to individuals upon request and to the Fort Bragg Advocate and Mendocino Beacon.



July 2023  
FLSA: NON-EXEMPT

**SPECIAL MAINTENANCE PROJECT WORKER PER DIEM**  
**HOURLY PAY RANGE: \$55.00 - \$105.00**

**DEFINITION**

Under general direction, supervises, plans, schedules, coordinates, and participates in the work of performing maintenance and repair of the District buildings and facilities; performs semi-skilled and skilled maintenance of District facilities and buildings; coordinates activities with other District departments and outside agencies; this work is performed as additional work outside of the normal scope of one's job description and day to day operations as required.

**SUPERVISION RECEIVED**

Receives general direction from the District Administrator.

**EXAMPLES OF TYPICAL JOB FUNCTIONS** (Illustrative Only)

*Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Provides supervision to assigned maintenance staff; reviews, controls, and evaluates quality of work; participates in performing the most complex and specialized facilities maintenance and repair work.
- Plans, schedules, prioritizes, and assigns maintenance and repair work; communicates status of repairs to appropriate personnel, working cooperatively to schedule repairs in accordance with established and special operational priorities; instructs staff in work procedures.
- Estimates costs of construction and maintenance work, supplies, equipment, and materials; orders supplies and equipment for work projects; maintains records of purchase orders.
- Inspects and evaluates work in progress and upon completion to assure that repairs, maintenance, and project activities are performed in accordance with District standards and specifications.
- Performs the most complex and specialized maintenance, repair, demolition, and installation work of District aquatic facilities, parks, park landscapes, and park facilities, including landscaping, plumbing, carpentry, electrical, painting, and HVAC maintenance.
- Ensures compliance with applicable Federal, State, and Local laws and regulations.
- Performs the skilled operation of a variety of specialized mechanical and power tools, equipment, and testing instruments.
- Observes safe work methods, makes appropriate use of related safety equipment as required. Follows all required Cal OSHA and District safety policies including but not limited to, proper lockout tagout procedures; may participate and assist in coordinating safety training.

## **QUALIFICATIONS**

### **Knowledge of:**

- Basic principles and practices of employee supervision, including work planning.
- Basic principles and practices for legal requirements for managing employees.
- Policy enforcement requirements under MCRPD policies for managing staff and workplace.
- Principles, practices, equipment, tools, and materials of facilities construction, maintenance, and repair and maintaining the safety and cleanliness of District infrastructure, systems, and facilities.
- Principles, practices, equipment, vehicles, tools, and materials of parks construction, maintenance, repair, and for maintaining the safety and cleanliness of parks and sports fields.
- Safety principles, practices, and procedures of building, facilities, related systems, and facilities, including related equipment and materials.
- The operation and maintenance of a variety of hand and power tools, vehicles, and power equipment.
- Safe driving rules and practices.
- Modern office practices, methods, computer equipment and computer applications including Microsoft Office.
- Basic mathematics.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for providing a high level of customer service to public and District staff, in person and over the telephone.

### **Ability to:**

- Train others in proper and safe work procedures and practices.
- Identify and implement an effective course of action to complete assigned work.
- Identify potential policy or workplace rights and responsibilities and coordinate with District Administrator.
- Oversee and participate in maintenance and related projects in the assigned functional area(s).
- Perform complex construction, modification, maintenance, demolition, and repair work on assigned District infrastructure, facilities, systems, and/or appurtenances.
- Develop cost estimates for supplies and equipment.
- Prepare clear and concise reports, correspondence, procedures, and other written materials.
- Troubleshoot maintenance problems and determine materials and supplies required for repair.
- Read and interpret construction drawings, blueprints, maps, and specifications.
- Safely and effectively use and operate hand tools, mechanical equipment, power tools, and heavy equipment required for the work.
- Maintain accurate logs, records, and written records of work performed.
- Direct, as well as understand and follow oral and written instructions.
- Direct, as well as understand and follow MCRPD policies and procedures.
- Make accurate arithmetic calculations.
- Make sound, independent decisions within established policy and procedural guidelines.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment, specialized software applications and programs.
- Use English effectively to communicate in person, over the telephone and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

- Establish and maintain effective working relationships with those contacted in the course of work.

**PHYSICAL DEMANDS**

Must possess mobility to work in the field, in and around District facilities and buildings; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools and light to heavy construction equipment and vehicles, and to operate a motor vehicle and visit various District sites; vision to read printed materials and a computer screen; hearing and speech to communicate in person and over the telephone or radio. Jobs that involve fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is required to access, enter, and retrieve data using a computer keyboard or calculator and to operate the above-mentioned tools and equipment. Positions in this classification; frequently bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 75 pounds, or heavier weights with the use of proper equipment.

**ENVIRONMENTAL ELEMENTS**

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public, private representatives and contractors in interpreting and enforcing departmental policies and procedures.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date



C.V. Starr Community Center



Sigrid & Harry Spath Aquatic Facility

# Mendocino Coast Recreation and Park District Employee Handbook



**Adopted: -/-/----**

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## Section 1: Introduction

Welcome to the team! As an employee of the Mendocino Coast Recreation and Park District, you will find your employment to be both rewarding and challenging.

Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute to the success of the District.

This employee handbook sets forth the terms and conditions of employment of all employees. Individual written employment contracts may supersede some of the provisions of this handbook.

This handbook contains rules in effect at the time of publication. All previously issued handbooks and any inconsistent rules or benefit statements or memoranda are superseded.

This handbook was compiled to familiarize you with our major rules. Your supervisor or the HR manager (District Administrator) will be happy to answer any questions you may have. However, this handbook cannot anticipate every situation or answer every question about employment with the District. If you have any questions that are not addressed in this handbook, these should be directed to your supervisor or the HR manager (District Administrator).

### Definitions

- ❖ “District” shall refer to the Mendocino Coast Recreation and Park District.
- ❖ “City” shall refer to the City of Fort Bragg.
- ❖ “District Administrator” shall refer to the District Administrator of the C.V. Starr Community Center and the Mendocino Coast Recreation and Parks District.
- ❖ “Head of the department” or “department head” shall refer to the senior position managing the department. Departments include accounting and administrative services, aquatics and programs, facility maintenance, and guest services, and recreation.
- ❖ “HR manager” shall refer to the District Administrator or designee who is responsible for human resources’ services.
- ❖ “MCRPD” shall refer to the Mendocino Coast Recreation and Parks District and/or the district’s board of District Administrators that governs it.
- ❖ “Center” shall refer to the C. V. Starr Community Center.

### Coverage of Rules

All Employee Handbook rules (and any other District rules) apply to all employees of the District, unless a specific section or provision excludes them.

### Employee Code of Conduct

Since the proper working relationship between employees and the public depends on each employee’s on-going job performance, professional conduct, and professional behavior, the District expects the following minimum standards of personal conduct from its employees:

- ❖ Use tact and courtesy towards the public and fellow employees;
- ❖ Be cognizant of your actions and public perception of those actions;

- ❖ Adhere to District policies, safety rules and safe work practices;
- ❖ Comply with the District's policies preventing discrimination, harassment, bullying or abusive conduct, and/or retaliation.
- ❖ Comply with directions from management;
- ❖ Preserve and protect the District's equipment, grounds, facilities and resources;
- ❖ Provide quality, orderly and timely recreation services to patrons; and
- ❖ Demonstrate the high degree of integrity expected of a public employee when engaging with management, colleagues, and the public.

## **Acceptance and Violation of Rules**

In accepting employment with the District, each employee agrees to be governed by, and to comply with, the District's employee handbook, administrative rules established by the District Administrator, as well as any rules and directives of the department in which he/she is employed. A copy of this employee handbook will be provided to each new employee on or before the initial day of employment. All employees must sign a statement acknowledging receipt and acceptance of these rules, as well as an acknowledgement of their at-will status.

Violation of any provision of these rules is grounds for discharge, suspension, or other disciplinary action.

The tenure of employees covered by these rules may be subject to appropriate behavior, satisfactory work performance, necessity for the performance of work and the availability of funds. These rules do not create any contract of employment, expressed or implied, or any rights in the nature of a contract. In any event, all District employees are considered at-will employees, which mean that employees can be terminated at any time with or without cause and with or without notice.

## **At Will Employment**

All employees of our District are employed at-will for an indefinite period. This means that employees may resign any time for any reason, with or without notice and with or without cause. Likewise, the MCRPD District may terminate your employment relationship at any time with or without notice and with or without cause.

While we hope that you will find your employment rewarding, other job opportunities or a need or desire to make important life changes may result in your decision to leave employment with MCRPD.

At-will employment is a term applied to any employee who doesn't have a clearly defined employment contract for a specific time period or promises of continued employment.

There may be times when the business needs or interests of the District or its members become inconsistent with your experience, skills, talents, abilities, or desires. There may also be situations in which efforts to train, support, or encourage you to become more successful in the workplace are unsuccessful. In such circumstances, particularly when your continued employment may have a negative impact on co-workers, the District, its members, or claimants seeking benefits under an MCRPD District-sponsored program, the District retains the right to terminate your employment, with or without cause and with or without notice, depending on the facts and circumstances of a given situation.

At-will status means that an employee may be terminated for any lawful reason, even if it doesn't rise to the level of cause, which is misconduct or a willful violation of workplace standards of behavior. For example, an at-will employee may be terminated for performance-based reasons after being provided with direction and an opportunity to improve, even if the performance deficiency does not constitute misconduct.

This policy may not be modified by the conduct of any employee or agent of Mendocino Coast Recreation & Park District (MCRPD) or by any verbal representation of any manager. No employee other than the District Administrator can modify this policy in any manner or enter into any agreement that is contrary to this policy unless it is in writing and signed by the District Administrator.

## **Managerial Discretion**

The hope is that all employees will have a successful career in their current or future positions with MCRPD. During your employment, issues may arise with respect to potential promotion, demotion, transfer, compensation, benefits, determinations of job qualifications, discipline, layoff, recall, work hours and schedules, work assignments, job duties and responsibilities, efficiency, effectiveness, compliance with member service standards, business practices or procedures, relocation of operations, consolidation or separation of positions, changes in supervisors, and changes in equipment or methods for performing assigned tasks. When reasonable and appropriate to do so, the District may seek your involvement, input, or comment on these important workplace issues. However, except as required by law, MCRPD retains the sole right and authority to make determinations regarding these issues, and all other issues relevant to the management or operation of the District and its business practices and procedures. This right also expressly extends to the creation, modification, transfer, or elimination of your job position or job duties.

## **Administration of the District's Personnel Policies**

The District's personnel policies will be administered by the District Administrator or his/her designee in accordance with the rules set forth in this employee handbook as approved by MCRPD. The District Administrator shall have authority over hiring and discharging of all employees with the possible exception to key administrative positions, which may have additional requirements per the District's operating agreement.

The District Administrator may establish and maintain all other necessary rules for the administration of the District's personnel policies, with the exception of the at-will policy, and for which any provision has not otherwise been made or reserved specifically to MCRPD or the City per the District's operating agreement. The District Administrator may delegate general and specific Human Resources functions to an employee, and who will have the authority of the Administrator to issue directives that must be followed.

## **Management Rights**

The District shall retain, whether exercised or not, solely and exclusively, all expressed and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the District's activities are conducted, managed, and administered, and it is the exclusive right of the District to establish and maintain department rules for the administration of departments.

The District has the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the District.

Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

## **In Lieu of District Administrator Approval**

In cases in which the District Administrator's approval is required, but the District Administrator is not available, decisions may be made or approval may be granted by a designated "acting District Administrator" of MCRPD (either by the Board or the MCRPD Chair).

Instances in which the District Administrator is designated as the sole authority, but in which the District Administrator is in question, shall be managed by MCRPD (either by the Board or the MCRPD Chair).

## **Policy Amendments**

The District, at its option, may change, delete, suspend, or discontinue any part or parts of this employee handbook (or any other District rules) at any time, with the exception of the at-will policy. Thirty days' notice will be given whenever possible. Any such action shall apply to existing, as well as future employees. In the event of a change in local or federal law, these policies will be modified, in accordance with current requirements.

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## Section 2: Employment

### Equal Employment Opportunity

The District prohibits discrimination and harassment against employees, officers, officials, contractors or applicants, for employment on the basis of race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, Citizenship or immigration status (CA only), ancestry, physical, mental or special education disability, medical condition, genetic characteristics or information, marital status or domestic partner status, age, sexual orientation, (including all categories of LGBTQ+ - homosexuality, bisexuality, heterosexuality, transgender, or nonbinary), military service or Veteran status (CA only), reproductive health decision making (CA effective 1-1-23), or any other basis protected by federal or state laws. The District will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Employees, applicants, officers, officials, or contractors who believe they have experienced any form of employment discrimination are encouraged to report this immediately.

### Reasonable Accommodation Policy and Procedures

**Notice: The contents of this procedure should in no manner be considered as a contract of employment. This procedure is subject to change and modification as deemed necessary. Any provision of this procedure will be superseded if in conflict with any provision of a valid and effective federal or state law.**

#### Policy

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

#### Procedure

**Request for Accommodation:** An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request, preferably in writing, to the Human Resources Department. The request must identify a) the job-related functions at issue; and b) the desired accommodation(s).

**Reasonable Documentation of Disability:** Following receipt of the request, the Human Resources Department may require additional information, such as reasonable documentation of the existence of a disability.

**Fitness for Duty Examination:** In limited circumstances, where there are objective indications of unfitness (mental or physical), and an interactive process is insufficient or time is of the essence, the District may require an employee to undergo a fitness for duty examination at the District's expense to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The District may also require that a District-approved healthcare provider conduct the examination. Fitness for Duty examinations may be required based on objective observations by a District manager or staff member, or a credible third-party report, that indicate the employee may be unable to perform his/her duties safely and capably due to a medical, physical, or mental health condition.

**Interactive Process Discussion:** After receipt of a reasonable documentation of disability and/or a fitness for duty report, the District will arrange for a discussion, in person or via telephone conference call, with the applicant or employee, and his or her representative(s), if any. The purpose of the discussion is to work in good faith to fully consider all feasible potential reasonable accommodations. Both the District and the employee are required by District policy and applicable legal standards to participate in this interactive process in good faith.

**Case-by-Case Determination:** The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The District will not provide



accommodation(s) that would pose any undue hardship upon District finances or operations, or that would result in an imminent risk of harm to the health or safety of the employee or others. The District will inform the employee of its decision as to reasonable accommodation(s) in writing.

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## **Policy Against Harassment**

### **Policy Against All Forms of Workplace Harassment**

**General Harassment** in employment based on sex, sexual orientation, gender identity or expression, race, ethnicity, religion, age, mental or physical disability or medical condition, pregnancy or childbirth or genetic characteristics, or other protected characteristics is forbidden by law and is strictly prohibited by the District. Employees who violate this policy are subject to discipline, including possible termination. Such harassment includes, but is not limited to:

- ❖ Visual conduct, including displaying of derogatory objects or pictures, cartoons or posters, mocking or mimicking accents, religious garb or physical/mental disabilities.
- ❖ Verbal conduct, including making or using derogatory comments, epithets, slurs and jokes.
- ❖ Physical touching, gesturing, or invading an individual's personal space.
- ❖ Physically making fun of or making derogatory remarks about someone's age, race, religion, national origin, disability, or gender-related stereotypes.
- ❖ Slang names or labels related to religion, race, ancestry, sexual orientation, gender identity and/or gender expression.
- ❖ Displaying or transmitting in the workplace intolerant or insensitive, cartoons, calendars, drawings, photographs, video or other electronic material or multimedia that demeans any individual or group of individuals based on race, gender, sexual orientation, gender identity, pregnancy, religious practices or values, age or disability.
- ❖ Mocking or mimicking individuals with disabilities, medical conditions, or other characteristics, whether or not directed toward any individual.
- ❖ Vulgar expressions, slurs, or other intolerant language in any District workplace, regardless of the context, including without limitation political commentary, jokes or name-calling.

**Sexual Harassment** is a form of unlawful discrimination and will not be tolerated by the District. Federal and State guidelines provide that unwelcome sexual advance, requests for sexual favors, and other verbal or physical conduct of sexual nature constitute unlawful harassment when:

- ❖ Submission to such conduct is made either explicit or implicitly a term or condition of an individual's employment.
- ❖ The submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- ❖ Sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that has the purpose or effect of unreasonably interfering with an employee's work performance or of creating an intimidating, hostile, or offensive work environment.

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

### **Policy Against Bullying or Abusive Conduct**

In addition to harassment based on a protected characteristic, the District prohibits acts of bullying or abusive conduct, whether by words, gestures, written or electronic communications. A safe and civil environment is necessary for employees to achieve the high standards we expect. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment and bullying are expected of all employees.

Abusive conduct is defined as “conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests.”

**Bullying** is repeated, health-harming mistreatment of another employee. Examples of prohibited bullying include but aren't limited to:

- ❖ Screaming; swearing; name calling; stealing; giving dangerous work assignments; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; denying advancement; and stealing work credit.

Generally, bullying involves: (1) written, verbal, graphic or physical acts (including electronically transmitted content, such as using the Internet, a cell phone, a personal digital assistant (PDA), or a wireless handheld device); (2) behavior that substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work; (3) behavior that adversely affects an employee's ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage bullying, the District also prohibits both active and passive support for acts of bullying. Employees should either walk away from these acts when they see them or attempt to stop them. In either case, employees should report incidents to a manager or the HR Department. **Reprisal or retaliation against any person who reports an act of bullying is strictly prohibited.** Those who engage in bullying or retaliation for complaints about bullying or abusive conduct will be subject to appropriate discipline, up to and including termination.

## **Policy Against Retaliation**

The District values an atmosphere of open communication for all District employees; employees who report harassment and/or discrimination will not be retaliated against by the District’s management, any fellow employee, or any third party such as a vendor, supplier, or tenant. Making a report of harassment or discrimination will never, under any circumstances, be considered in any decision regarding hiring, firing, promotion, or any other term or condition of employment. Any employee who takes adverse action or otherwise retaliates against a subordinate or co-worker because that person lodged a harassment or discrimination complaint will be subject to appropriate discipline, up to and including termination.

The District expressly prohibits any form of retaliatory action or conduct against any employee for making a bona fide, good faith complaint under this policy or for assisting in a complaint investigation. However, if after investigating any complaint of harassment or unlawful discrimination, the District determines that the complaint is not bona fide or brought in good faith, or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

The District strictly prohibits any employee or manager from retaliating against anyone for raising a complaint, participating, or cooperating in an investigation under this policy or for making threats of reprisals. Such acts or threats of retaliation will be viewed as a separate violation, independent from the underlying complaint. That is, conduct which is deemed retaliatory would subject the offending employee to discipline, up to and including termination of employment, even if insufficient evidence was found to substantiate the original complaint. This policy is designed to encourage employees to bring good faith complaints of workplace misconduct or to provide information in good faith as an independent witness, without being concerned about reprisals by managers or co-workers.

## **Complaint and Investigation Process and Correction Action**

It is the District's intent to prevent harassment and to encourage appropriate and respectful conduct between people. The District strongly encourages those who feel they are being harassed to use the complaint procedure set forth below. Although the District will investigate any complaint of harassment regardless of when the harassment may have occurred, those who feel they are being harassed are strongly encouraged to use the complaint procedure as soon as the harassing conduct begins. It is the District's desire to eliminate harassment at the earliest stages. Be assured that the District will take seriously any report or complaint that is raised and will engage in an appropriate factual inquiry. If harassment is found to have occurred, the District will take immediate and appropriate corrective action to stop the harassment and prevent it from occurring in the future. Corrective action may include disciplinary action for the offending individual(s) the District will protect from retaliation the reporting or complaining party and others who participate in the District's investigation.

### **Report the Conduct Promptly:**

If you believe that you have been subjected to conduct in violation of the Authority's policies, or specifically, that you have been harassed on the job, that you suffered from discrimination because of your protected status or activity, or if you are aware of the harassment of others you should promptly provide a written or verbal complaint to any Supervisor, Manager, HR, or the District Administrator. Your complaint should be as detailed as possible, including specific incidents giving rise to the complaint, the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any other documentary evidence (notes, pictures, cartoons, emails, etcetera).

It is the responsibility of every District manager and supervisor to create an atmosphere free of all forms of discrimination and harassment. Managers and supervisors are required by law and this policy to notify the District about any complaints, reports, or observed incidents of harassment or discrimination in the work environment. Managers and supervisors must promptly report the conduct or incident to HR and the District Administrator so the investigative process can begin. Failure by any manager or supervisor to report known or suspected incidents may be subject to disciplinary action.

### **Investigation of Complaint:**

All incidents of prohibited conduct that are reported will be investigated. The District will assign a representative (HR or other qualified party) to immediately undertake or direct an effective, thorough, and objective investigation of the complaint. This would ordinarily include review of any documentary or physical evidence provided by the complainant, review of any relevant records, and interview of relevant witnesses with personal knowledge of the conduct or its aftermath.

The investigation is a neutral fact-finding inquiry. Should the Authority determine that the circumstances of the complaint require an independent investigator to ensure both actual and perceived impartiality, the Authority will engage a qualified investigator with experience in conducting such factual inquiries.

During the investigation, both the complainant(s) and the accused employee(s) will have a full opportunity to present their side of the issues and to provide any evidence in support of their position. The representative assigned to the investigation will be available throughout the process to answer any questions and to ensure that the offending conduct is immediately stopped and that no retaliatory action is taken against the complainant or any witnesses participating in the investigation.

The investigation process will be documented and tracked and depending on the complexity of the complaint, the investigation should be completed within one month. If more time is needed, the parties involved will be notified. No conclusion will be drawn until the investigation is complete.

### **Confidentiality:**

Reports of the concerns and investigations shall be kept confidential to the extent possible. However, no individual party or witness may be promised anonymity or absolute confidentiality. The reporter's identity may have to be disclosed to conduct a thorough investigation, to comply with the law and assure accused individuals their legal right to defend. All individuals who participate in the investigation, whether as the person making the complaint or reporting the conduct, the person whose behavior is being investigated, or individual witnesses will be treated with respect and will be afforded due process.

### **Investigation Conclusion and Closure:**

After completion of the investigation, certain conclusions regarding the allegations will be drawn. Those conclusions will then be communicated to both the complaining employee(s) and the accused employee(s). Each will have a final opportunity to provide any additional evidence if they disagree with the findings and conclusions of the investigation. It is important here to recognize that failure to substantiate a specific allegation does not equate to a finding that the complainant was not truthful about the allegation. It merely means that no evidence was found to substantiate the allegation.

If at the conclusion of the investigation, it is found that misconduct did take place, disciplinary action will be taken, up to and including termination of employment.

## **Anti-Harassment Training**

In accordance with state law, every two years, all supervisory employees are required to attend at least two hours of classroom or other effective interactive training on the prevention of sexual harassment, discrimination, and retaliation. Any new supervisory employee must attend such training within six months of hire or promotion to a supervisory position. Additionally, any employee scheduled to work 10 hours or more per week are required to attend at least one hour of classroom or other effective interactive training on the prevention of sexual harassment, discrimination and retaliation, every two years.

## **Additional Information**

### **Personal Liability for Harassment and Discrimination:**

Any employee who engages in prohibited harassment or discrimination, including any supervisor, may be subjected to a civil lawsuit and may be held personally liable for monetary damages. Any supervisor or manager who knew about actual or potential harassment and took no action to stop it or failed to report the harassment to HR may also be subject to discipline up to and including discharge. The District reserves the right not to provide a defense or pay damages assessed against employees for conduct in violation of this policy.

### **Additional Enforcement Resources:**

In addition to the District's internal complaint procedures, employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of unlawful harassment in employment. Employees who believe that they have been unlawfully harassed may file a complaint with either of these agencies. For more information, you may contact HR. You may also contact the nearest office of the EEOC or the DFEH.

## **Medical Examinations**

To assure employee safety and their continued ability to perform their job, a medical examination may be required under some circumstances, at the sole discretion of the District, if a safety concern is present.

The District may also require that an employee bring a signed doctor's note/release when returning to work after a serious injury or illness indicating that the employee is fit to return to work. The employee will be notified in writing if this is necessary to return to work.

## **Hours of Work**

The District has business hours that may fluctuate, depending on the season and business needs. Employees' work schedules may be set accordingly, including early morning, late evening, and weekend hours.

The full work week time frame commences on Sunday morning at 12:01AM and ends the following Saturday evening at midnight.

## **Rest Breaks and Meal Breaks**

A thirty (30) to sixty (60) minute non-compensated meal period shall be provided to all employees for every work period of more than five hours, unless six (6) hours of work will complete the day's work and the employee voluntarily elects not to take the meal break. Employees are responsible for taking their own meal period at the approximate mid-point of the shift, or if working 10 hours or more then at the approximate mid-point of each five-hour period, unless department rules indicate otherwise.

Employees are entitled to one paid ten-minute break, for each four hours worked. 10-minute breaks cannot be combined with or added to meal breaks. 10-minute breaks are paid as time worked and are scheduled by supervisors. An employee may be required to remain on site during the 10-minute break.

## **Termination of Employment**

While the District hopes that each staff members employment at the District will be long and mutually rewarding, the length of that employment is not for any fixed term and may be terminated by the employee or the District at any time, for any reason, or for no stated reason, at the discretion of the District.

Unless specific rights are granted to individuals in employment contracts or elsewhere, all employees of the District are considered at-will employees and may be terminated from District employment at any time, with or without cause and with or without notice. Only the District Administrator, in writing, can alter this employment "at-will" policy, with the consent of the MCRPD Board.

If an employee decides to leave the District's employment, a minimum of two (2) weeks' notice is requested. The District has the option of either allowing the employee to work during this notice period or providing pay in lieu of notice. The employee shall return all property of the District upon termination of employment.

## **Exit Interviews**

If an employee's employment ends, the District Administrator or the employee may request an exit interview. The District Administrator will schedule a time with the employee to conduct the exit interview.

## **Employee Evaluations**

While the District strives to provide employee evaluations on the schedule that is outlined below, there is no guarantee that evaluations will be provided according to this or any specific schedule.

For new employees, introductory employee evaluations may be scheduled at approximately six (6) months after their hire date. Thereafter, employee evaluations are normally scheduled annually near or shortly following the end of each calendar year. An employee may also receive evaluations at other times throughout the year, as necessary, to facilitate assignment changes and/or to assist an employee in correcting identified performance deficiencies. The purpose of employee evaluations is to establish performance and/or employee development goals, to review an employee's progress toward completing their objectives, and to provide them with an opportunity to discuss their performance and development needs with their immediate supervisor. The employee's immediate supervisor may, at this time, make recommendations regarding training or development opportunities to help the employee improve their performance.

If an employee has recently transferred to a new position, at the District's sole discretion the employee may also receive employee evaluations at approximately six (6) months after starting their new position.

An employee's written evaluations will be reviewed by the HR manager and/or the District Administrator. As part of the evaluation process the employee will be required to complete sections of the evaluation form and meet with their supervisor. The completed evaluation will be maintained in the employee's personnel file.

The procedure for employee evaluations may be found in the appendices of this handbook (*Appendix D. Employee Evaluation Procedure*).

## **Privacy**

The District is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

The District does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the District will set up guidelines for employees and management to follow to ensure that District employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

## **Immigration Law Compliance**

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on the date of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with the District within the past three years, or if their previous I-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

## **Personnel Files**

The District will maintain an official personnel file in which all personnel information and documents which the District wishes or is required by law to keep will be maintained. An employee will not have the right to inspect records relating to the investigation of a possible criminal offense, letters of reference and/or ratings, reports or records that were: (1) obtained prior to the employee's employment with the District; (2) prepared by identifiable examination committee members and (3) obtained in connection with a promotional exam.

An employee wishing to inspect his/her personnel file may only do so between the hours of 9:00am and 5:00pm Monday through Thursday (Holidays excluded).

An employee wishing to inspect his/her personnel file must submit a written request for an appointment with the HR Manager or designated employee at least 24 hours in advance. The written request must be from the employee or his/her representative. The HR Manager or designated employee will then notify the employee of the date and time of the inspection in writing. The employee will not be required to wait more than 72 hours from the time the request was made to inspect his/her file. Any inspection will take place within 30 calendar days of the request unless the employee, or his/her representative, and the employer agree in writing to a date not later than 35 calendar days from the District's receipt of the written request.

In the event the employee wishes to have another person/representative inspect his or her personnel file, the employee must provide the person/representative with written authorization at least 24 hours in advance. The HR Manager or designated employee will then notify the employee of the date, time and place of the inspection in writing. It is the employee's responsibility to notify the person to whom the employee has given written authorization to review the employee's personnel file of the date, time and place of the inspection.

An employee wishing to inspect his/her file may request to do so during usual business hours. However, no employee may inspect his/her personnel file at a time when the employee is actually required to render services for the District.

The District shall have an official monitor the employee's and/or the employee's representative's inspection of the employee's personnel file while it is being reviewed. Under no circumstances shall the employee and/or the employee's representative remove the personnel file or any of its contents from the area designated by the District during the inspection.

Should the employee desire copies of any documents located in his/her personnel file, the District will have the document copied at the employee's expense within 72 hours of the request.

Under no circumstances is the employee and/or the employee's representative permitted to add or remove any document or other item from the employee's personnel file during the inspection.

An employee may elect to receive a copy of his/her personnel file. If the employee chooses to receive a copy, he/she must submit a written request and shall pay a charge not to exceed the actual cost of reproduction. A copy will be provided not later than 30 calendar days from the date of the request.

## **Health, Safety, and Personal Protective Equipment**

It is our policy to strive to provide a safe and healthy work environment for all employees. Safety is everyone's responsibility. If an employee observes a hazardous or unsafe situation, they are required to promptly report it to the Safety Committee. If an employee has a work-related accident or suffers a work related injury or illness, they must report the accident, illness, or injury immediately to their supervisor and/or department head so that appropriate steps can be taken, such as filling out an incident report (*Appendix K. Incident Report*) or injury report (*Appendix L. Injury Report*) and so the employee can receive prompt medical attention.

An employee's position at the District may require special Personal Protective Equipment (PPE) or uniforms. If



such equipment has been identified as necessary for an employee's position, the employee will be provided such equipment and training on its proper use upon the start of their position. It will then be the employee's responsibility to ensure that they always have and properly utilize this equipment.

A complete workplace safety policy may be found in the appendices of this handbook (*Appendix M. Workplace Safety Policy*).

## **Recruitment & Selection**

All vacancies shall be publicly announced by the posting of notices in such places as deemed appropriate or by any means necessary or desirable to bring the notice to the attention of the general public and to those qualified to be considered for employment. Each official notice or announcement shall state the duties and qualification requirements for the position, the manner of applying, and any other information that is considered pertinent.

It shall be the policy of the District to transfer and promote persons already employed by the District, provided their personal qualifications, training, standards of work performance and work experience are determined to be comparable to applications from other sources.

Also considered shall be the applicant's education and experience, any written test necessary, personal interviews and such other techniques as are designed to determine the qualifications of applicants to perform the work satisfactorily.

## **Employment of Relatives**

The District shall not hire or promote relatives of current employees if doing so results in the direct supervision, assignment, and/or evaluation of a relative. The District defines "relatives" as spouses, domestic partners, children, siblings, parents, in-laws, and step-relatives.

The District Administrator may make an exception to this policy as it relates to the employment of temporary or seasonal employees, or if it is a necessity based on business needs and only if other qualified non-related candidates are not available. All performance evaluations and disciplinary actions, including investigations, will be conducted by the department supervisor.

If the potential employee is related to the department supervisor the District Administrator will provide all performance evaluations and disciplinary actions, including investigations.

If the potential employee is related to the District Administrator, the Administrative Services Supervisor will provide all performance evaluations and disciplinary actions, including investigations.

## **Co-worker Relationships**

Romantic and/or sexual relationships between co-workers may pose certain risks to the District, particularly if the relationship involves an employee in a managerial or supervisory capacity and their subordinate, which is prohibited by the District.

Any supervisory-level employee who engages in a romantic and/or sexual relationship with a subordinate employee or anyone whom they have an indirect or direct supervisory relationship with is required to report the existence of that relationship to the HR manager or District Administrator. In this case, the involved employees will be offered two choices: (1) transfer of one of the employees to a different department, if such transfer is possible and does not pose an undue hardship on the District; or (2) termination of one of the employees. Failure to abide by this policy may result in disciplinary action, up to and including termination of employment.

## **Section 3: Pay Practices**

### **Payroll**

Payroll periods are two weeks in length, starting on Sunday at 12:01 AM and ending at midnight on the following Saturday. Paydays are every other Thursday. If a payday falls on a banking holiday, you will be paid on the last business day immediately preceding the regular payday.

With each paycheck, you will receive a statement showing gross pay, deductions, and net pay. Payroll draws and advances are not allowed.

Contact the Accountant if you have any questions about your paycheck.

### **Payroll Deductions**

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting or Human Resources. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

### **Wage Garnishment**

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the District receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

### **Direct Deposit**

All employees are encouraged, but not required, to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union.

### **California Fair Pay Act**

No employer shall pay any individual in the employer's employ at wage rates less than the rates paid to employees of the opposite sex in the same establishment for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions, except where the payment is made pursuant to a seniority system, a merit system, a system which measures earnings by quantity or quality of production, or a differential based on any bona fide factor other than sex. In addition, it is unlawful to pay employees less than employees of another race or ethnicity for "substantially similar work" and prior salary shall not, by itself, justify any disparity in compensation.

## Salaries and Wages

To maintain a high level of service to the community, the District understands that it must maintain a formal, systematic and competitive compensation program to adequately and fairly recruit, retain, and motivate employees.

A complete compensation program policy may be found on page.

## Time and Attendance Records

It is the employee's responsibility to make sure their attendance and hours worked are recorded accurately. Correctly charging the appropriate fund, if such charging is applicable to your position, is as necessary as correctly recording the amount of time worked. An employee may request a report of their hours worked from their supervisor to verify that the hours they have worked has been recorded correctly. Altering or falsifying a record of time worked, or deliberately falsifying another employee's record of time worked, is prohibited and may result in disciplinary action up to and including termination of employment. If an employee has questions about how to record time worked, they should talk to their supervisor or the Accountant.

Errors in recording hours must be reported immediately to the employee's supervisor so they may be corrected.

## Employee Status

Below are definitions of the different categories of employee status.

**At-will:** It is to be noted that no matter what category a position falls under, all positions for the District that are not covered by a contract are "at will" positions – meaning that employment may be terminated by either the District or the employee at any time, for any reason or no reason at all.

**Introductory Employee:** An introductory employee is a new hire intended upon their successful completion of the 6-month introductory period. Introductory status does not apply to temporary employees, whose status is explained in more detail below.

**Probationary Employee:** A probationary employee is one who is serving a probationary period. The probationary period is part of the selection process, a time during which the District determines whether work performance or work-related behavior meets the required standards of the position.

**Length of Probation:** Unless otherwise specified by memorandum of understanding or these Policies, the probationary period is 1,040 hours of actual and continuous service.

**Separation Without Cause:** At any time during the probationary period, the employment relationship may be terminated without cause and without right of appeal, grievance or hearing. The probationary employee will be notified prior to the expiration of the probationary period that he or she has been rejected for regular appointment.

**Regular Appointment Requires Recommendation:** No probationary employee will receive a regular appointment without a written recommendation from the head of the department. If the recommendation is not filed, the probationary employee will be notified prior to the expiration of the probationary period that he or she has been rejected for regular appointment.

**Probation After Promotion:** On accepting a promotion, an employee serves a new probationary period of 1,040 hours of actual and continuous service. Periods of time on paid or unpaid leave of one work week or more shall automatically extend the probationary period by the number of days the employee is on leave. An employee does not acquire regular status in the promotional position until the successful completion of this probationary period. If the employee fails to satisfactorily complete the probationary period in the promotional position, the employee may return to the position held prior to promotion at the range and step previously held if not subject to termination for

disciplinary reasons and if the position held prior is vacant. The employee is not entitled to notice or a hearing if rejected during probation.

**Exempt Employees:** Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and California state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

**Nonexempt Employees:** Employees whose positions do not meet specific tests established by the FLSA and California state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

**Regular Full-time Employee:** Employees who are not temporary employees, independent contractors, or independent consultants. A regular full-time employee is an employee who has successfully completed the introductory period and who is regularly scheduled to work between 36 - 40 hours per week. Full-time employees are entitled to all District benefits as defined in this Employee Handbook unless otherwise specified. Such designation does not change the at-will nature of the worker's employment.

**Part-time Employee:** Part-time employees are employees who are regularly scheduled to work less than 30 hours per week. While part-time employees do receive all legally mandated benefits (such as Social Security and Workers' Compensation Insurance), they are not entitled to other benefits, unless specifically specified in the benefit program.

**Temporary & Seasonal Employee:** Employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project, or are hired to work seasonal programs such as after school programs and seasonal sport programs. Employment assignments in this category may be of a limited duration or may be an indeterminate length of time, but of a continuous duration generally lasting less than one year. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary & seasonal employees retain this status unless and until notified of a change. While temporary & seasonal employees do receive all legally mandated benefits (such as Social Security and Workers' Compensation Insurance), they are not entitled to other benefits, unless specifically specified in the benefit program.

All Temporary employees are at-will regardless of the anticipated duration of the assignment (see Employment-at-Will Policy).

**Independent Contractor or Consultant:** These individuals are not employees of the District and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

Employees will be informed of their employee status when hired. An employee's status may change at any time at the discretion of the District Administrator.

**Volunteers:** are people who perform or give their services of their own free will, and provide such services under the direction and supervision of District personnel. Volunteers are not employees of the District and are not entitled to monetary or other compensations. Volunteers are not eligible for employee benefits.

**Employee Volunteers:** subject to approval by the District Administrator, employees may volunteer to provide services for the District outside of their normal duties, provided they are not performing the same or similar duties for which they or any other employee are normally compensated and the responsibilities are occasional and sporadic. Employees engaging in such volunteer assignments shall not be entitled to compensation.

**Change in Status:** The District Administrator or their designated representative has the authority to approve changes in status for all District employees.

## Overtime

### Overtime Compensation

**Prior Approval Required:** Overtime-eligible employees are not permitted to work overtime except as the department head authorizes or directs. Overtime-eligible employees directed to work overtime must do so. An Overtime Request Form (*Appendix B. Overtime Request Form*) must be submitted to the department head prior to working overtime hours. Working overtime without advance approval is grounds for discipline.

**“Overtime” Defined:** “Overtime” is all hours an overtime-eligible employee actually works over 40 hours in his or her work week. Overtime is compensated at 1.5 times the employee’s regular rate of pay. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating overtime pay.

Sick time, holiday, and vacation hours paid, but not worked, are not included in calculating overtime. Only actual hours worked in a given workday or workweek, and not hours scheduled, will apply in calculating overtime.

### Travel Policies

The District understands that certain employees may need to travel for work-related duties. District business travel shall be carried out in an efficient, cost-effective manner resulting in the best value to the District. Telecommunications instead of travel should be considered when possible, at the discretion of the department supervisor.

**Commute Time:** Travel time to and from work is commute time, which is not compensable. Travel from home to the first work site of the day or from the last work site of the day to home is considered commute time.

**Travel During the Workday:** Travel during the workday, after the employee has reported to work, shall be considered hours worked for the District unless it is in connection with a bona fide meal break. However, travel from the employee’s last work location to home is not compensable.

**Travel Approval Requirement:** Travel that occurs within the workday must be approved by employee’s supervisor. Overnight travel or travel that occurs outside of normal work hours is subject to District Administrator approval. If travel is anticipated to incur travel related expenses, the employee is required to submit a completed Claim for Travel Expense Form (*Appendix C. Claim for Travel Expense Form*) to their supervisor prior to traveling.

**Employees Who Are Required to Drive:** Employees who are required to drive a District vehicle or their own vehicle on District business will be required to show proof of current valid driver’s license and current effective insurance coverage within 30 days of employment.

The District participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who drive as part of their job.

The district retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage, or who is uninsurable under the Districts policy if the employee is required to drive to meet the essential functions of their position.

Employees who drive their own vehicles on District business will be reimbursed at the current rate per mile as established by the Internal Revenue Service (IRS). (*A Claim for Travel Expense Form can be found in Appendix C of this handbook.*)

## **Expense Accounts**

The District reimburses employees for business expenses monthly. Employees who have expense accounts or who have incurred business expenses must submit required receipts to the Accounts Payable Department at least fourteen days prior to receiving reimbursement from the District.

Any questions about the Districts expense reimbursement policy will be answered by the District Administrator or Administrative Services Supervisor. Expenditures must be incurred according to District Policy and receipts must be submitted to the Accounts Payable Department no later than thirty days after the expense is incurred.

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## Section 4: Employee Benefits

### Paid Leave

Paid leave benefits are available only to regular full-time employees (except that sick leave accrues for regular part-time employees). Paid leave is not available to part-time employees or temporary employees. Employees eligible for leave shall accumulate leave from the date of the employee's initial appointment.

### Sick Leave

Sick leave benefits are available to all employees in accordance with California's Healthy Workplaces, Healthy Families Act of 2014 and provisions of this section.

Sick leave is leave from duty which may be granted by the District to an employee for the following three purposes:

Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below;

Preventative care for an employee or an employee's covered family member; or

For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code Section 230.1(a).

Victims of other types of crime that are covered under the Labor Code.

For the purposes of paid sick leave, a covered family member includes:

A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your child.

A "parent" defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if he or she is not your legal parent.

- ❖ A spouse
- ❖ A registered domestic partner.
- ❖ A grandparent.
- ❖ A grandchild.
- ❖ A sibling

Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days or both is prohibited. An employee can file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee. For additional information you may contact your employer or the local office of the Labor Commissioner. Locate the office by looking at the list of offices on the website <http://www.dir.ca.gov/dlse/DistrictOffices.htm> using the alphabetical listing of cities, locations, and communities. Staff is available in person and by telephone.

## **Sick Leave Use**

An employee may be granted sick leave only in case of instances as defined above.

Employees are not eligible to use paid sick leave until they have been employed by the District for 90 days from their date of hire.

Sick leave use is restricted to a maximum of 24 hours in a 12-month period. The 12-month period of time from January 1st to December 31st shall be used for this purpose. Regular full-time and regular part-time employees are exempt from this restriction.

In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor as soon as practicable before the time established as the beginning of the employee's work day. Failure to do so without good reason may result in disciplinary action.

An employee is required to complete an absence request form for sick leave use. If possible this is completed prior to the leave. Otherwise, on the day an employee returns from unplanned sick leave, they must submit a completed absence request form to their supervisor as soon as practical.

The amount of sick leave pay an employee receives will be based on the number of hours the employee would have normally been scheduled to work that day. If the employee has not accrued sufficient sick leave, they will be paid only for the sick leave that they have accrued. The remaining time, if any, will be unpaid, unless they choose to use vacation leave or other available accrued paid time off to supplement the sick leave. An employee may not "borrow" from future sick leave. Sick leave is charged in quarter-hour increments.

If the employee is absent on sick leave for more than one (1) day the employee must keep the immediate supervisor informed as to the date the employee expects to return to work.

Sick leave will not be granted to any employee absent from duty after separation from District service, or during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District.

A healthcare provider's certification verifying the employee's need to use sick leave may be required at the discretion of the employee's supervisor.

Supervisors have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.

## **Sick Leave Accrual for Regular Full-Time Employees and Regular Part-Time Employees**

Sick leave accrues at the rate of 3.69 hours per pay period (approximately twelve (12) 8-hour days per year for full time employees working 40 hours per week.

For part-time employees, sick leave accrues at 1 hour for every 30 hours worked, up to a maximum of 24 hours.

Sick leave may be accrued to a maximum of 320 hours and be carried over from year to year.

Sick leave granted by the District and used by an employee will be deducted from the employee's accrued sick leave balance.

Employees granted approved leave with pay will accrue sick leave at the same rate as accrued during time worked.

Sick leave will not be accrued by an employee absent from duty after separation from District service, during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District.



## **Kin Care**

A maximum of forty-eight (48) hours of an employee's annual accrual of sick leave may be used for care of children, siblings, parents (be they natural, adoptive, step, foster of the employee or their current spouse, if the employee is married), registered domestic partner or child of registered domestic partner, grandparents, grandchildren, parent-in-law in a 12-month period beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>.

## **Abuse of Sick Leave**

An employee is subject to disciplinary action for abuse of sick leave which is defined as a claim of entitlement to sick leave when the employee does not meet the requirements of sick leave as previously defined.

## **Excessive Use of Sick Leave**

Excessive use of sick leave that is not applied concurrently with authorized job protected leave may be considered in establishing an employee's job performance rating. Unprotected sick leave is leave which is not used in connection with FMLA/CFRA leave, pregnancy-related disability leave (PDL), leave due to a reasonable accommodation for a disability, or any other leave that is protected under the law. Excessive use of sick leave, tardiness, and failing to use the call-in procedures when absent or tardy, can negatively impact the performance of an employee's job or affect others in the performance of their job. Factors that will be considered in determining whether use of sick leave is excessive include, but are not limited to, whether the employee has exhausted his/her sick leave, whether the leave taken is protected under the law, whether the employee has a disability, whether absenteeism is limited to a finite time period or whether it continues over time, the basis for the absenteeism and the significance of the impact on the performance of the employee's job or the job of others.

## **Personal Necessity Leave**

An employee may use up to three (3) days of sick leave per calendar year for Personal Necessity Leave. Personal Necessity Leave may only be utilized for special circumstances or emergencies which may arise. The District Administrator reserves the right to approve or disapprove the use of Personal Necessity Leave. The District Administrator also reserves the right to discuss the reason(s) for the use of Personal Necessity Leave with the employee.

## **Paid Time Off (PTO)**

### **Vacation Leave**

Vacation leave benefits are only available to regular full-time employees.

Vacation leave is to enable each eligible employee to return to his or her work mentally and physically refreshed.

### **Vacation Leave Accrual**

Vacation Leave will be accrued into a central Paid Time Off (PTO) tracking system in each employee's profile in

the accounting system.

Vacation accrues each pay period and will begin to accrue as of an employee's date of hire.

Employees receive vacation based on years of service with the District, according to the following schedule:

- ❖ Length of Service
- ❖ Full-time Employee
- ❖ Annual Vacation Days\*
- ❖ 0 - 4 years                    10 (3.07 hrs/pay period)
- ❖ 5 - 9 years                    15 (4.60 hrs/pay period)
- ❖ 10 +                            20 (6.14 hrs/pay period)

*\* One day of vacation is equal to eight (8) hours. Accrual is based on a biweekly pay period.*

Vacation accrual continues during vacation leave, recognized holidays, paid sick leave and other periods of time in which an employee remains in a paid status. Vacation leave does not accrue when the employee is in an unpaid status.

## **Holiday Leave**

Holiday leave benefits are only available to regular full-time employees.

## **Holiday Leave Accrual**

Holiday Leave will be accrued into a central Paid Time Off (PTO) tracking system in each employee's profile in the accounting system. Holiday hours will be added to the account the pay period that they are earned. Holidays are earned on the calendar Holiday by regular, full-time employees.

A regular, full-time employee receives 8 hours of paid time off for each of the twelve (13) recognized holidays.

The District recognizes the following holidays:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King Jr. Day)
3. Third Monday in February (Presidents' Day)
4. Last Monday in May (Memorial Day)
5. June 19 (Juneteenth Day)
6. July 4 (Independence Day)
7. First Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Friday following Thanksgiving Day
11. December 24 (Christmas Eve Day)
12. December 25 (Christmas Day)

13. Personal Floating Holiday (used at the employee’s discretion with supervisor’s approval)

## Holiday Leave Use

If a non-exempt employee’s regular work schedule would normally be longer than the number of hours they receive as a holiday benefit, than that employee must use vacation leave, other available accrued paid time off, or with the approval of their supervisor, work the balance of the unpaid holiday hours on another day during the same week to supplement their holiday pay.

Due to the nature of the District’s business and because the District operates on many holidays, employees may be required to work on a holiday. If an employee works on a holiday and receives paid holidays, the unused hours earned will be added to their PTO account. An employee must be employed by the District in a regular capacity on the work day immediately before and the work day after a holiday in order to receive pay for the holiday.

Any holiday falling on a Saturday will be recognized as a paid holiday on the preceding Friday. Any holiday falling on a Sunday will be recognized as a paid holiday on the following Monday.

If an employee’s religious beliefs require observance of a holiday not included in the holiday schedule above, they may, with the approval of their supervisor, take the day off using vacation leave, other accrued paid time off or take leave without pay.

## Personal Floating Holiday Hours

An introductory employee hired with the intention of becoming a regular full-time employee will be given personal floating holiday hours at their start date as depicted in the following chart:

❖ Employee Status:	Regular Full Time
❖ Prior to July 1:	8
❖ July 1 to Nov. 30:	4
❖ Dec. 1 to Dec. 31:	0

Personal floating holiday hours may be used during an employee’s introductory period, after at least 90 days of work has been completed for the District.

Personal floating holiday hours will be accrued into a central Paid Time Off (PTO) tracking system in each employee’s profile in the accounting system. Personal floating holiday hours will be added to the employee PTO account once the introductory period is over.

## Paid Time Off (PTO) Use

Employees are not eligible to take accrued PTO until after they have worked for the District for at least ninety (90) days. Exceptions to this may be made on a case-by-case basis, with Management’s approval.

Employees may not “borrow” from future PTO accrual.

PTO is intended to be a time for the employee to relax and get away from work. With this in mind, employees are encouraged to take all of your available PTO in full each year, as it is available.

Additionally, employees may also use accrued PTO for any reason, if the scheduled time off has their supervisor’s approval.

For the sake of service continuity, employees must provide as much notice as possible when scheduling PTO.

Generally, all PTO requests should be made at a minimum of ten (10) days in advance with the submission of an Absence Request Form (*Appendix A. Absent Request Form*) to the employee's supervisor. If an employee finds that they need to change their PTO schedule, they should discuss the matter with their supervisor. While supervisors will strive to honor employee vacation requests, supervisors may require a change to an employee's requested vacation schedule, based on the needs of the District.

PTO usage is charged in quarter-hour increments. Exempt employees are only charged PTO leave time in increments of four hours or more per day—absences of less than four hours will not be deducted from their vacation leave.

If an employee has any questions regarding vacation accrual or eligibility, they should discuss the matter with the HR manager or designated employee.

When an employee's employment with the District ends for any reason, except the unsuccessful completion of the 6-month introductory period, the employee will receive payment for their unused accrued PTO leave at the rate of pay in effect at the time of their termination of employment. If an employee is rehired within two (2) years of leaving the District's employment, consideration will be given to their prior length of service in order to calculate their vacation accrual rate.

## **Paid Time Off (PTO) Annual Accrual**

An employee with less than five (5) years of service shall, on December 31st each year, have an accrual of no more than twenty (20) PTO days. Employees with more than five (5) years of continuous service but not exceeding ten (10) years shall, on December 31st each year, have an accrual of no more than twenty-five (25) PTO days. Employees with more than ten (10) years of continuous service shall, on December 31st each year, have an accrual of no more than thirty (30) PTO days.

Any accrual of PTO over the allowed accrual will be paid out on the last pay date of the calendar year.

## **Absence Requests and Approval**

To best meet the needs of the public, employees should provide as much notice as possible when scheduling their absences from work. Generally, all absent requests should be made at a minimum of five (5) days in advance with the submission of an absence request form (*Appendix A. Absent Request Form*) to the employee's supervisor. If an employee finds that they need to change their scheduled time off, they should discuss the matter with their supervisor. While supervisors will strive to honor employee absence requests, supervisors may require a change to an employee's absence request, based on the needs of the District.

Approval of absence requests will be contingent upon the employee completing all tasks and taking all measures to ensure that their absence will not negatively affect the operation of the District. Employees may be required to find their own substitutes as a requirement for the absence request being approved.

Regular employees requesting to use accrued vacation, sick leave, re-schedule paid holiday hours, other available paid time off or that would like to take leave without pay must complete an absence request form and submit it to their supervisor for approval.

Usage of vacation, sick leave, re-scheduled paid holiday hours and other available paid time off are charged in quarter-hour increments. Exempt employees are only charged time in increments of four hours or more per day – absences of less than four hours will not be deducted from their balance of vacation, sick leave, re-scheduled paid holiday hours and other available paid time off.

If an employee has any questions regarding absent requests and the approval process, they should discuss the matter with their supervisor.

## **Medical Insurance**

The District provides medical insurance coverage to all employees who work 30 or more hours per week, for at least 26 weeks of the calendar year, as per the Affordable Care Act. Medical Insurance benefits will start on the first day of the first full calendar month that occurs after the employee has completed 60 days of work for the District.

The scope of the coverage and the payment of premiums are subject to periodic review and revision by the MCRPD Board and the City of Fort Bragg during the annual budget process..

For more information on the District provided medical insurance, contact the HR manager or designated employee.

## **Dental, Vision, & Medical Stipend**

The District does not provide dental or vision insurance for its regular full-time employees and regular part-time employees. In its place the District offers both regular full-time employees and regular part-time employees a reimbursement program for dental care and/or vision care. In addition, the stipend may be used for legitimate medical costs. Each regular employee will have the ability to be reimbursed for up to five hundred dollars per calendar year for legitimate medical, dental, orthodontic or vision care expenses. Said reimbursement will be for the employee and/or for any members of the employee's immediate family. Immediate family is defined as spouse, domestic partner, grandparents, parents, siblings, children, or grandchildren, and "step" or "in-law" relationships to the same degree. Said costs may be incurred from a doctor, dentist, orthodontist, optometrist, ophthalmologist, other medical professional or prescription. Reimbursement will take place within 45 days of presentation of said bill to the District's Accountant. The District reserves the right to approve or disapprove any and all claims. Employees are encouraged to review with the Accountant or District Administrator (prior to incurring the expense) any expenses for which the employee is uncertain whether such expense would qualify for reimbursement.

## **Retirement Plan**

The District provides a SIMPLE IRA plan that is funded by both employee and District contributions. A District matching contribution equal to your salary reduction contribution up to a limit of 3% of your compensation for the year will be made through regular payroll deductions each pay period.

The Districts matching contributions are subject to periodic review and revision by the MCRPD Board as part of the Employee Compensation Program (*Page 29*).

For more information on the Districts provided retirement plan, contact the HR manager or District Administrator.

## **Center Membership Benefits**

Full-time employees qualify to receive a Center family membership benefit (valued at the current fee for a family monthly recurring membership).

The following employees qualify to receive an individual Center membership benefit (valued at the current fee for an adult monthly recurring membership):

- ❖ Part-time employees that work an average of 10 hours a week or more and receive compensation for time worked directly from the C. V. Starr Community (calculated monthly).
- ❖ Part-time Fitness Instructors that are scheduled to teach 3 or more classes a week and receive compensation for time worked directly from the C. V. Starr Community (calculated monthly).

Eligible part-time employees may elect to apply their membership benefit towards a multi-person membership (such as a family membership) using the current value of the adult monthly recurring membership) and then pay the difference.

Eligible part-time employees that do not meet the threshold for receiving monthly membership benefits are allowed general admission privileges to use the Center on days that they work, given that their work duties are beneficial to the Center.

## **Social Security Benefits**

As required by federal law, the District currently deducts a portion of an employee's salary and contributes an equal amount in the employee's name to the Social Security system. Benefits and contribution rates may change according to federal legislation; current information may be obtained from the Accountant, the local Social Security Office and the website [www.socialsecurity.gov](http://www.socialsecurity.gov).

## **Workers' Compensation Insurance**

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. The District carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also include assistance to help qualified injured employees return to suitable employment.

## **Unemployment Insurance**

The District pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

## **Training and Professional Development**

The District is committed to ensuring that its employees receive adequate training to best perform their jobs. Training opportunities are subject to Department Head approval as allowed for and approved during the annual budget process.

## **Employee Compensation Program**

**Notice: The contents of this procedure should in no manner be considered as a contract of employment. This procedure is subject to change and modification as deemed necessary. Any provision of this procedure**

**will be superseded if in conflict with any provision of a valid and effective federal or state law.**

## **Purpose**

To maintain a high level of service to the community, the District understands that it must maintain a formal, systematic and competitive compensation program to adequately and fairly recruit, retain, and motivate employees. All compensation decisions are made without regard to any protected class or characteristic and the District provides equal pay for equal work in accordance with Federal and California law. This procedure sets forth the guidelines of the program that has been developed in this regard.

## **Application**

The procedure described herewith is applicable to all employees with the exception of those employed under a customized employment agreement or contract. This procedure may need adjustments in its application toward part-time and/or temporary employees and, in those cases, will be noted accordingly.

## **Procedure**

This Compensation Program Procedure covers three components:

- ❖ Compensation Philosophy
- ❖ Salaries/Wages
- ❖ Tangible Benefits

## **Compensation Philosophy**

The District's present and desired organizational culture is to maintain the reputation and perception of providing first class (not just adequate) service. In order to support that culture, it is necessary for the District to adapt to changing trends in the environment, the economy, and technology. The District prides itself in maintaining a diligent, caring staff consistently striving to provide the community with the highest level of personalized service, delivered as promptly as resources allow. In order to attract, engage and retain the necessary talent and knowledge to provide this quality service, the District's unique total rewards package combines competitive wages, sound insurance plans, and performance incentives with a variety of intangible benefits that adapt to economic and societal trends.

## **Salaries/Wages**

**Salary Schedule:** Employee salaries are maintained in accordance with the District's salary schedule. Positions are assigned an appropriate range on the salary schedule and the District's salary schedule for active positions is approved by MCPRD and the City during each annual budget process.

**Starting Salary:** When an employee is hired into a position, the step they are placed on in that position's salary range is determined by a variety of objective, non-discriminatory factors that include education, certifications, employment experience, abilities, internal equity and other factors that may be unique to a particular position.

**Step Raises for Regular Full-time Employees and Regular Part-time Employees:** If an employee receives satisfactory employee evaluations (all evaluation criteria are rated as "adequate" or higher), they receive a step increase on the on-year anniversary of their employment start date with the District, and annually thereafter. If an employee has reached the top step of their salary range, annual step increases are suspended until the salary range increases (such as through the annual budget process) or the employee moves into a position that is assigned a higher salary range. Despite the suspension of step increases, the employee is still eligible to receive Cost-of-

Living Adjustments (COLAs) that affect their position's salary range, as approved by MCRPD and the City during the annual budget process.

**Step Raises for Part-time Employees:** Because many part-time employees are scheduled to work less than 20 hours, on average, per week, another criteria in addition to satisfactory employee evaluations (all evaluation criteria are rated as "adequate" or higher) and the anniversary date of their hire, has been established for such employees to receive a step raise. That additional criteria requires that an employee must have worked at least 520 hours since their last anniversary date of hire (normally also the step raise anniversary date) by the time of their next anniversary date in order to receive a step raise. In cases where an employee is assigned more than one job title, the total 520 hours shall include all job titles. If that 520-hour threshold has not been met on the anniversary date of hire, then a step raise will not be considered until the next anniversary date, at which time the 520-hour threshold must again be met but may consider hour accumulations in previous years that were not used towards meeting a previous 520-hour threshold.

**Compensation Reviews:** The District strives to continue to maintain salaries and benefits that are competitive with a comparable market and non-discriminatory. This is accomplished through the completion of a compensation review by the District Administrator with consideration to both the local market and appropriate professional markets. Recommendations will be presented to MCRPD. Based upon the District's budget and economic forecasts, an implementation plan will then be developed as part of the annual budget process and will be subject to the approval of MCRPD and the City. If 100% implementation during one budget cycle is not in the best financial interests of the District, then an incremental implementation plan over the course of multiple years may be preferred.

**Cost-of-Living Adjustment (COLAs):** As part of the annual budget process, the budget shall include the budgetary cost impact for COLA salary adjustments.

**Wage Freezes:** Salaries and wages may be frozen for the purpose of financial sustainability of the organization, especially relevant during periods of economic downturn, disaster, and other financial challenge.

**Advances:** The District does not permit advances against paychecks or against unaccrued personal leave.

## **Tangible Benefits**

The term "tangible benefits" is defined as those benefits, in addition to salary, that are normally quantifiable in terms of a dollar value. Tangible benefits currently offered include the District's insurance benefits, paid leave benefits and the District's membership benefit.

**Insurance Benefits:** The following insurance benefits are offered to regular, benefitted full-time employees and are provided on a prorated basis in accordance with the number of hours that make up the employee's normal work schedule.

**Medical Insurance:** See the District's Employee Handbook (page 32).

**Dental, Vision, & Medical Stipend:** See the District' Employee Handbook (page 32).

**Paid Leave:** See the District's Employee Handbook (page 26).

**Holiday Leave:** See the District's Employee Handbook (page 30).

**Vacation Leave:** See the District's Employee Handbook (page 28).

**Sick Leave:** See the District's Employee Handbook (page 26).

**Retirement Plan:** See the District's Employee Handbook (page 32).



## **Section 5: Absence from Work**

### **Attendance and Punctuality**

Employees are expected to report to work on time, as scheduled. If for some reason an employee will be late in reporting to work, or unable to report to work due to an illness, the employee must call their supervisor promptly to explain the circumstances. In the event that an employee's supervisor is not available, a logical second choice should be notified. Excessive tardiness and poor attendance may result in discipline up to and including termination of employment.

Supervisors may institute additional measures to ensure that employees report to work as scheduled, proper notification occurs when an employee is late or absent, and program/facility operation continuity is affected as little as possible.

No show/no call situations will result in disciplinary action and/or termination of employment.

If an employee is absent from work for three or more consecutive working days; no call – no show; without giving proper notice, the employee will be considered to have “voluntarily quit. / job abandonment”. This will result in dismissal from employment.

Employees are expected to return from scheduled breaks on time, as scheduled. Failure to return from breaks promptly may result in disciplinary action and/or termination of employment.

### **Severe Weather, Natural Disasters, and Emergency Closure**

The District and activities are to be open and in operation during established hours. Only the District Administrator, or other designee, has the authority to close all, or some of the District's operations, or to send employees home in the event of severe weather or natural disaster. If, in the rare event the District Administrator makes the decision to close the District facilities due to an emergency condition, such closure will be posted at the entrance to the C. V. Starr Community Center, on the District's website and/or at the beginning of the District Office telephone greeting.

If the District does not close during an emergency situation, it is the employee's responsibility to contact his/her supervisor to indicate tardiness, absence, or early departure. A non-exempt employee who is unable to report to work, reports to work late or who must leave early will be given the option of having pay deducted for the time lost or use either accrued vacation leave or other available accrued paid time off to offset any loss of pay, subject to the approval of the employee's supervisor. An exempt employee will have the option of utilizing vacation leave or other available accrued paid time off for absences that are four (4) hours or greater.

### **Employee Leaves of Absence and Time Off**

#### **Generally**

While regular attendance is crucial to maintain business operations, the District recognizes that, for a variety of reasons, employees may need time off from work. The District has available several types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 10 days in advance; in case of emergencies, employees should submit the request as soon as they

become aware of the need for leave. All leaves must have the approval of District management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the District, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the District.

All requests for a leave of absence will be considered in light of their effect on the District and its work requirements, as determined by District management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the District will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation. The employee must provide a certification from his or her health care provider to the District to support a leave for medical reasons. Failure to provide the required certification to the District in a timely manner will result in delay or denial of leave. If an employee requires an extension of leave, the employee must request such extension, and have it approved before the expiration of the currently approved leave.

While the District will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

## **California State Disability Insurance (Wage Replacement)**

California State Disability Insurance (SDI) is a state-mandated, partial wage-replacement insurance plan funded through employee payroll deductions. Workers covered by SDI are covered by two programs: Disability Insurance and Paid Family Leave Insurance.

### **Disability Insurance**

The Disability Insurance program provides partial wage replacement to eligible workers who are unable to work because of a non-work related illness or injury, or due to pregnancy or childbirth. For more information, please [click here](#).

### **Paid Family Leave Insurance**

An employee who pays into SDI is covered by Paid Family Leave (PFL) Insurance, regardless of the number of employees in the business. PFL Insurance provides up to eight (8) weeks of benefits for employees who need to take time off to care for a seriously ill child of any age, spouse or registered domestic partner, parent or parent in law, grandparent, grandchild, sibling, or designated person related by blood or whose relationship with the employee is the equivalent of a family relationship. Eight weeks of PFL is also available to bond with a new child, by birth, adoption, or foster care. PFL does not provide job protect or benefit protection; it simply provides partial wage replacement when an employee cannot work due to the need to care for a child, parent, spouse, or registered domestic partner, or to bond with a new child (an employee may have his or her job protected under other laws, such as the FMLA or the CFRA). For more information, please [click here](#). Eligible workers may receive partial wage replacement benefits while taking care of seriously ill siblings, grandparents, grandchildren, and parents-in-law.

### **Paid Family Leave Benefits**

Employees who suffer a wage loss in order to care for an ill family member or for the birth or adoption of a new

child may qualify for "Paid Family Leave" benefits from the State of California. The state's Paid Family Leave (PFL) program provides partial wage replacement benefits during an absence for these purposes. The PFL program does not provide additional leave, job protection or reinstatement rights beyond those provided by our policies or by applicable state or federal law. You must apply separately for a leave of absence under our Employee Leaves of Absence and Time Off policies. All California employees contribute to a pool of funds which has been set aside to pay for Paid Family Leave Benefits. The funds are collected every payroll period by an increase in the State Disability Insurance (SDI) rate. The program is administered by the State, not by the District.

Effective January 1, 2018, state Paid Family Leave (PFL) and State Disability Insurance (SDI) wage-replacement benefits will increase to 60 or 70 percent of a participant's wages (from the current level of 55 percent), depending on income level and up to the statutory cap. In addition, the current seven-day waiting period for PFL benefits will be eliminated as of January 1, 2018. PFL benefits, which are wholly funded by employee contributions, provide up to six weeks of wage-replacement benefits for bonding with a new child or to care for an ill family member.

## **Pregnancy Leave ("PDL")**

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid pregnancy disability leave for up to 4 months; or, if used intermittently as directed by a health care provider 88 workdays. There are no length of service or hours worked requirements for using PDL.

Under the Federal Family & Medical Leave Act (FMLA), pregnancy is a serious health condition, and FMLA will be applied concurrently with PDL for employees who meet the eligibility requirements for FMLA.

Leave to bond with a newborn is separately available under the California Family Rights Act (CFRA) and may be applied consecutively to the conclusion of the pregnancy-disability leave for employees who meet the eligibility requirements for CFRA.

### **Notice and Certification Requirements:**

Requests for pregnancy disability leave must be submitted in writing and must be approved by the employee's department head before the leave begins. The request must be supported by a written certification from the health care provider stating that the employee is disabled from working by pregnancy, childbirth or a related medical condition. The certification must state the expected duration of the disability and the expected date of return to work.

All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the department head prior to being taken. Requests for an extension of leave must be submitted in writing to the department head prior to the agreed date of return and must be supported by a written certification of the attending physician that the employee continues to be disabled by pregnancy, childbirth, or a related medical condition.

### **Reasonable Accommodations for Conditions of Pregnancy:**

Reasonable accommodations for medical needs as it relates to pregnancy, childbirth or related conditions shall be made. Examples are 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.

### **Lactation Accommodation:**

An adequate space to express milk shall be provided, as defined in Labor Code section 6382. A reasonable amount of break time will be provided to accommodate an employee's desire to express breast milk 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 an employee that does not run concurrently with the rest time authorized for the employee by the applicable wage order of the Industrial Welfare Commission need not be paid.

### **Compensation During Leave:**

Pregnancy disability leaves are without pay. However, the employee may first use accrued sick leave, vacation leave, and then other accrued paid time off during the leave. When paid leave accruals are used, they will be applied concurrently with the pregnancy-disability leave until they are exhausted.

### **Benefits During Leave:**

For employees with District provided health insurance, the District will continue to maintain and pay for the health insurance for up to four months (17.3 weeks or 88 work days) while the employee is out on pregnancy disability leave. If the employee does not return to work following pregnancy disability leave, the District may recover premiums it paid to maintain health insurance coverage during the leave unless:

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

Sick leave and vacation leave do not accrue while an employee is on unpaid pregnancy disability leave.

### **Reinstatement:**

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

If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, and promotional opportunities as the employee's original position.

If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.

An employee who fails to return to work after the termination of her leave loses her reinstatement rights.

## **Family Care Leave**

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

### **Definitions**

- ❖ “12-Month Period” means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- ❖ “Single 12-month period” means a 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered servicemember and ends 12 months after that date.
- ❖ Under the FMLA, “Child” means a child under the age of 18 years of age or older who is incapable of self care because of mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child is “incapable of self care” if he/she requires active assistance or supervision to provide daily self care in three or more of the activities of daily living or instrumental activities of daily living – such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and, etc.
  - Definition of “child” under the CFRA; "Child" means a biological, adopted, or foster child, a step-child, a legal ward of the employee or the employee’s domestic partner, or child of a person standing loco parentis. Under the CA CFRA, the child may be of any age and does not need to be incapable of self-care because of a mental or physical disability
- ❖ “Parent” means the biological, adoptive, step or foster parent of an employee, or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- ❖ “Parent in Law” means a spouse’s or domestic partner’s biological, foster, or adoptive parent, parent in law, step parent , or other person who stood in loco parentis to the spouse or domestic partner when the spouse or domestic partner was a child. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the spouse or domestic partner.
- ❖ “Grandchild” means the child of an employee's child.
- ❖ “Grandparent” means a parent of the employee's parent
- ❖ “Sibling” means a person related to the employee by blood, adoption, or by having a common legal or biological parent.
- ❖ A “designated person” is “any individual related by blood or whose association with the employee is the equivalent of a family relationship.” Employees are limited to one time use of designated person as a close family member in the applicable 12-month benefit year
- ❖
- ❖ “Spouse” means a husband or wife as defined or recognized under California State Law for purposes of marriage.
- ❖ “Domestic Partner,” as defined by Family Code §§ 297 and 299.2, shall have the same meaning as “Spouse” for purposes of CFRA Leave.
- ❖ “Serious health condition” means an illness, injury impairment, or physical or mental condition that involves:
  - Inpatient Care (i.e., an overnight stay in a hospital, hospice, or residential medical care facility, – required for FMLA, but CFRA does not require overnithg) including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or continuous treatment by a health care provider.

- ❖ A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
  - A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to a serious health condition of more than three full consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
    - Treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist by a health care provider, by a nurse, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider. The first in-person treatment visit must take place within seven days of the first day of incapacity; or
    - Treatment by a health care provider on at least one occasion which must take place within seven days of the first day of incapacity and results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
  - Any period of incapacity due to pregnancy or for parental care. This entitles the employee to FMLA leave, but not CFRA leave. (Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)
  - Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
    - Requires periodic visits (defined as at least twice a year) for treatment by a health care provider or by a nurse.
    - Continues over an extended period of time (including recurring episodes of a single underlying condition); and may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
    - A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
    - Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- ❖ “Health Care Provider” means:
  - A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
  - Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;
  - Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray

- to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- Nurse practitioners and nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
  - Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts;
  - Any health care provider from whom an employer or group of health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
- ❖ "Covered active duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with Armed Forces to a foreign country, or (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of a member of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.
  - ❖ "Covered Servicemember" means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
  - ❖ "Outpatient Status" means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
  - ❖ "Next of Kin of a Covered Servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purpose of military caregiver leave under FMLA.
  - ❖ "Serious Injury or Illness" (1) in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces ( or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

## Reasons for Leave

Leave is only permitted for the following reasons:

- ❖ The birth of a child or to care for newborn of an employee;
- ❖ The placement of a child with an employee in connection with adoption or foster care of a child;
- ❖ Under the CFRA: Leave to care for a child of any age, parent, parent-in-law, spouse, domestic partner, grandparent, grandchild, sibling, or “designated person,” who has a serious health condition;
- ❖ Under the FMLA: Leave to care for a minor child, parent or legal spouse who has a serious health condition.
- ❖ MCRPD will apply the broader CFRA standards for caregiver leave.
- ❖ Leave because of a serious health condition that makes the employee unable to perform the function of his/her position;
- ❖ Leave for a “qualifying exigency” may only be taken arising out of the fact that an employee’s spouse, son, daughter, or parent is on covered active duty or call to active duty status (under the FMLA only, not the CFRA);
- ❖ Under FMLA Only: Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered servicemember of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (this leave can run up to 26 weeks of unpaid leave during a single 12-month period) (under the FMLA only, not the CFRA).

## **Employees Eligible for FMLA-CFRA Leave**

An employee is eligible for leave if the employee:

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

## **Amount of Leave**

Eligible employees are entitled to a total of 12 workweeks (or 26 weeks to care for a covered servicemember) of leave during a 12-month period.

Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

## **Minimum Duration of Leave**

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.

If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.



## **Spouses Both Employed by the District**

Under the FMLA:

- In any case in which a husband and wife both employed by the District are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employee's child (i.e., bonding leave).
- In any case in which a husband and wife both employed by the District are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12-month period if leave is taken to care for a covered servicemember.

Under the CFRA amendments in 2021: two spouses who work for the same employer are not required to share the leave, and may each be eligible for up to 12 weeks for child bonding following a birth, adoption, or placement for foster care. MCRPD will apply the CFRA standards for all California employees.

Except as noted above, this limitation does not apply to any other type of leave under this policy.

## **Employee Benefits While on Leave**

Leave under this policy is unpaid. While on FMLA leave, employees will continue to be covered by the District's group health insurance plan for up to 12 weeks each leave year. If the employee is disabled by pregnancy, coverage will continue to be covered for up to 4 months for each pregnancy.

In the event an employee is disabled by pregnancy and also uses leave under CFRA, the District will maintain the employee's health benefits while the employee is disabled by pregnancy (up to four months or 17 weeks) and during the employee's CFRA leave (up to 12 weeks). However, employee will not be covered under the District's non-health benefit plans which are not provided pursuant to the District's group health plans.

Employees may make the appropriate contributions for continued coverage under non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the District will inform the employee whether the premiums should be paid to the carrier or the District. The employee's coverage on a particular plan may be dropped if the employee is more than 30 days late in making a premium payment.

However, the employee will receive a notice at least 15 days before coverage is to cease, advising the employee that they will be dropped if the employee's premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occur while the employee is on leave.

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of the circumstances beyond the employee's control. The District shall have the right to recover premiums through deduction from any sums due the District (e.g. unpaid wages, vacation pay, etc.).

## **Substitution of Paid Accrued Leaves**

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the District may require an employee to concurrently use paid accrued leaves after requesting FMLA and/or CFRA leave, and may also require an employee to use family and medical care leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

## **Employee's Right To Use Paid Accrued Leaves Concurrently With Family Leave**

Where an employee has earned or accrued paid vacation, administrative leave, compensatory time, or personal or family leave (if applicable), that paid leave may also be substituted for all or part of any (otherwise) unpaid leave under this policy.

As for sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:

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

## **District's Right To Require An Employee To Use Paid Leave When Using FMLA/CFRA Leave**

Employees must exhaust their accrued leaves concurrently with FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with FMLA/CFRA leave, with two exceptions:

- ❖ Employees are required to use accrued compensatory time earned in lieu of overtime earned pursuant to the Fair Labor Standards Act; and
- ❖ Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition.

## **District's Right To Require An Employee To Exhaust FMLA/CFRA Leave Concurrently With Other Leaves**

If an employee takes a leave of absence for any reason which is FMLA/CFRA-qualifying, the District may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

## **District's and Employee's Rights If An Employee Requests Accrued Leave, Other than Accrued Sick Leave, Without Mentioning Either the FMLA or CFRA**

If an employee requests to utilize accrued vacation leave or other accrued paid time off, other than sick leave, without reference to a FMLA/CFRA-qualifying purpose, the District may not ask the employee if the leave is for a FMLA/CFRA-qualifying purpose. However, if the District denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA-qualifying purpose, the District may inquire further into the reason for the absence. If the reason is FMLA/CFRA-qualifying, the District may require the employee to exhaust accrued leave as described above.

## **Medical Certification**

Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by the District.

If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

Employees who request leave to care for a covered servicemember who is a child, spouse, parent, or “next of kin” of the employee must provide written certification from a health care provider regarding the injured servicemember’s serious injury or illness.

The first time an employee requests leave because of a qualifying exigency, an employer may require the employee to provide a copy of the covered military member’s active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member’s active duty service. A copy of new active duty orders or similar documentation shall be provided to the employer if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different covered military member.

### **Time to Provide a Certification**

When an employee’s leave is foreseeable and at least 30 days notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the District within the time frame requested by the District (which must allow at least 15 calendar days after the employer’s request), unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts.

### **Consequences for Failure to Provide an Adequate or Timely Certification**

If an employee provides an incomplete medical certification the employee will be given a reasonable opportunity to cure any such deficiency.

However, if an employee provides an incomplete medical certification within the time frame established by this policy, the District may delay the taking of FMLA/CFRA leave until the required certification is provided.

### **Second and Third Medical Opinions**

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

### **Intermittent Leave or Leave on a Reduced Leave Schedule**

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

### **Employee Notice of Leave**

Although the District recognized that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. Except for qualifying exigency

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

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

## **Reinstatement upon Return from Leave**

### **Right to Reinstatement**

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

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the District the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

### **Employee's Obligation to Periodically Report on His/Her Condition Unless the Employee is on FMLA**

FLMA does not require Condition reporting.

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

### **Fitness-for-Duty Certification**

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

### **Reinstatement of "Key Employees"**

The District may deny reinstatement to a "key" employee if such denial is necessary to prevent substantial and grievous economic injury to the operations of the District, and the employee is notified of the District's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.

### **Required Forms**

Employees must fill out the following applicable forms in connection with leave under this policy: (1) Request for Family or Medical Leave Form, (2) Medical Certification, (3) Authorization for Payroll Deductions For Benefit Plan Coverage Continuation, and (4) Fitness-For-Duty To Return From Leave Form. These forms may be found in the appendices of this handbook (*Appendix P. FMLA/CFRA Forms*).

## **Bereavement Leave**

If the death of an immediate family member occurs, an employee may take up to five (5) paid working days as bereavement leave, pursuant to amendments to the California Family Rights Act in 2022.. The District reserves the right to request verification of death and travel necessity. “Immediate family” includes:

- ❖ Spouse/domestic partner
- ❖ Child/stepchild
- ❖ Parent/step-parent grandparents
- ❖ Grandchild
- ❖ Siblings
- ❖ Mother/father-in-law
- ❖ Son/daughter-in-law
- ❖ Brother/sister-in-law

## **Jury Duty/Witness Leave**

Employees may be summoned for jury duty or subpoenaed to testify as a witness in a civil or criminal proceeding. The employee must notify his/her supervisor/manager of the need for time off as soon as a notice or summons from the court is received.

When an employee is required to act as a witness on District business, the employee will receive their regular rate of pay. When an employee is required to act as a witness for other than District business, the employee will need to utilize accrued vacation or take the time as unpaid.

Upon proof from the court of jury duty attendance, the District shall pay full-time employees and part time employees who are scheduled to work 20 or more hours per week, for the missed hours of work for up to ten (10) court/proceeding days per a rolling 12-month period, which is measured backwards from the first date of jury service. Continuing obligations thereafter the employee will need to utilize accrued vacation or take the time as unpaid.

Employees are expected to report or return to work for the remainder of the work schedule for any day dismissed from court.

## **Bone Marrow and Organ Donation**

If you will be the recipient or provider of a donated organ or of bone marrow, you shall be entitled to up to 30 days of leave, which shall run concurrently with any FMLA leave benefits that may be available. Upon written verification to HR that an employee is donating a medically necessary organ or bone marrow; District shall grant to an employee the following paid leaves of absence to assist with the organ or bone marrow donation:

- ❖ A leave of absence not exceeding 30 days to an employee who is an organ donor in any one-year period, for the purpose of donating his/her organ to another person.

- ❖ A leave of absence not exceeding five days to an employee who is a bone marrow donor in any one-year period, for the purpose of donating his/her bone marrow to another person.
- ❖ An employee will be required to take up to five days of earned but unused sick or vacation leave for bone marrow donation and a minimum of two weeks of earned but unused sick or vacation leave for organ donation.

Bone marrow and organ donation leave does not run concurrently with any leave taken such as the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA).

## **Military Service Leave (USERRA) and California Military & Veterans Code**

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and other federal and state laws provides for certain leave of absence rights if you are called to active duty military service. In accordance with federal and state law this leave allows for five years of leave time and reinstatement rights. Under USERRA, employees returning from military service will be placed in the position they would have attained had they remained continuously employed, or a comparable position depending upon the length of military service. This leave is unpaid, but job protected and benefit protected.

Leave may also be available under the California Military & Veterans Code, if you are ordered to military service, including temporary military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or similar activities. The leave is unpaid, but job protected and benefit protected, with full reinstatement rights. In certain situations, public employees may be eligible for civilian pay, based upon specific eligibility requirements. If you are ordered to active or reserve service, consult HR about your eligibility and leave options.

## **Military Family Leave**

This applies to employees whose spouses are members of the United States Armed Forces, National Guard or the Reserves, and who have been deployed during a period of military conflict. The District will provide any eligible employee under this policy an unpaid leave of absence during their spouse's leave from deployment for up to 10 days. To be eligible for leave under this policy, employees must work an average of at least 20 hours per week. Employees must notify his/her supervisor/manager of the intent to take leave as far in advance as possible, but no later than two business days after receiving official notice that the spouse will be on leave from deployment. We may ask for written documentation certifying that the spouse will be on a qualifying leave from deployment. This leave is unpaid, but an employee may choose to use accrued vacation leave.

## **Domestic Violence, Sexual Assault and Stalking Leave and Accommodations**

An employee who is a victim of domestic violence is provided unpaid time off to attend to any of the following: (1) to seek medical attention for injuries caused by domestic violence; (2) to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence; (3) to obtain psychological counseling related to an experience of domestic violence; and, (4) to participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation. Reasonable advance notice should be given to an employee's supervisor or to the HR Department before taking any time off, unless advance notice is not feasible. When advance notice is not feasible resulting in an unscheduled absence from work, an employee, within a reasonable time after the absence, should provide a certification to District which can take any of the following forms:

- (1) A police report indicating that the employee was a victim of domestic violence;

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

This is an unpaid leave, employees can choose to use available sick leave or vacation leave. Domestic violence, sexual assault and stalking victims' leave for medical treatment or counseling services will run concurrently with FMLA-CFRA, allowing for 12 weeks in a 12-month period, less any previous FMLA-CFRA time taken.

District provides reasonable accommodations, to the extent required by law, for employees under circumstances where domestic violence or stalking requires security measures or time off to obtain resources or services. Reasonable accommodations may include a temporary transfer, modified schedule, changed work telephone or email, installed lock, assistance in documenting domestic violence or stalking that occurs in the workplace or other safety procedures. The District will implement reasonable accommodations that do not create an undue hardship. The District will also take all necessary and appropriate steps to prevent any form of actual or threatened retaliation against an employee who takes time off or requests other reasonable accommodations under this policy. If you believe that reasonable accommodations are required, contact the District Administrator.

## **Crime Victims' Leave**

Employees who have been victims of serious or violent felonies, or felonies relating to theft or embezzlement, or other serious crimes as defined by California law, may take time off work to attend judicial proceedings related to the crime. Employees may also take time off if an immediate family member, domestic partner or domestic partner's child has been a victim of such crimes and needs to attend judicial proceedings related to the crime, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. Immediate family member is defined as spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

Employees must give Human Resources a copy of the notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to CAM of the need for time off is not feasible. When advance notice is not feasible, the employee must provide CAM with documentation evidencing the judicial proceeding, within a reasonable time after the absence. The documentation may be from the court or government company setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.

Employees may elect to use accrued paid vacation time or available paid sick leave time, for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy.

## **Unpaid Leave For School or Child Care Activities and/or Child Care Emergencies**

Employees who are parents or guardians of a child or children enrolled in kindergarten through grade 12 may take time off from work, up to forty (40) hours per school year, per child, to visit the child's school. School activities includes K-12 schools, pre-school or child care providers. The absence is subject to all of the following conditions:

- ❖ Parents, step-parents, guardians, or grandparents having custody of one or more children in kindergarten or

grades one to twelve, or children in pre-school or a child care provider facility may take time off for a school activity;

- ❖ The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of 40 hours each school year;
- ❖ An employee (parent, step-parent, legal guardian, or person who stands in loco parentis to a child) who receives a written request to appear at a child's school for disciplinary purposes will be provided the unpaid time off. The MCRPD DISTRICT may request reasonable documentation. The time is without limitation.

An employee (parent, step-parent, legal guardian, or person who stands in loco parentis to a child) may also use unpaid time off to find, enroll, or reenroll child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, if the employee, prior to taking the time off, gives reasonable notice to the employer of the planned absence of the employee. Time off shall not exceed 8 hours in any calendar month of the year.”

An employee (parent, step parent, legal guardian, or person who stands in loco parentis to a child) may also use unpaid time off for a “child care emergency,” which is defined as:

- ❖ The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
- ❖ Behavioral or discipline problems;
- ❖ Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
- ❖ Natural disaster, including, but not limited to fire, earthquake ,flood.

Employees must provide reasonable advance notice of not less than 48 hours of the planned absence to their supervisor and must use sick time or vacation days, if available, for the visit(s). Employees may be asked to provide documentation from the school verifying the date and time of your visit(s). Employees will be limited to no more than eight (8) hours of leave time for this purpose in any one month.

Further, parents or guardians of a child who has been suspended from school who receive a notice from the child's school requesting that they attend a portion of a school day in the child's classroom may take unpaid time to appear at the school. Such employee must, prior to their planned absence, give reasonable notice to their supervisor that they have been requested to appear in their child's school.

## **Volunteer Civil Service Leave**

Time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel (an officer, employee, or member of a fire department, fire protection, or firefighting agency of the federal government, state of California, or other local governments, or other special districts; an officer of a sheriff's department, police department, or private fire department).

A total of 14 days per calendar year, to engage in fire, law enforcement or emergency rescue training is also allowed.

All time off to serve is unpaid. An employee can choose to use accrued unused vacation leave.

## **Volunteer Civil Air Patrol**

A volunteer member of the California Wing of the civilian auxiliary of the U.S. Air Force Civil Air Patrol, responding to an emergency operation mission is entitled up to 10 days of leave per year. However, the leave for a single emergency mission cannot exceed 3 days, unless the emergency is extended by the entity in charge of the operation.



All time off to serve is unpaid, an employee can choose to use accrued unused vacation leave.

## **English Literacy Programs**

If you identify an English literacy challenge, for which you are enrolling in an English literacy course, we will seek to accommodate your work schedule (subject to make-up or alternate work schedules as allowed by law) as long as it does not unduly burden the workplace or our operations.

All time off needed for literacy programs is unpaid. Employees, however, may use accrued vacation leave during the period of work missed to attend literacy classes.

## **Voting Leave**

If an employee has insufficient time outside of working hours to vote in a statewide election, he/she will be permitted sufficient time from work, at the beginning or end of the day, to vote. A maximum of two hours of paid time off will be granted provided that sufficient advance notice of the need for time off was given.

## **Rehabilitation Leave**

The District is committed to aiding employees to overcome substance abuse problems. The District will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program. This accommodation may include unpaid time off for up to 30 calendar days, or an adjusted work schedule, provided the accommodation does not impose an undue hardship on business operations. Leave is unpaid but an employee may choose to apply accrued unused vacation.

In certain circumstances, and with a Health Care Provider's Certification, substance abuse may be a serious health condition under the California Family Rights Act (CFRA). If properly certified and authorized as CFRA leave, an employee must use sick leave in accordance with the terms and conditions of CFRA leave described in this Handbook.

## **Workers' Compensation Leave**

In the case of a work-related injury, you must immediately notify your Supervisor/Manager or HR. Due to the nature of the injury or illness an employee may be placed on Workers Compensation Leave. The workers' compensation claims administrator determines whether the claim is covered under worker's compensation.

The claims administrator oversees payments and benefits, as well as return to work or work alternatives. An employee may choose to supplement the workers' compensation benefits with any accrued sick or vacation leave.

## **Personal Leave**

An employee may request in writing a personal leave of absence without pay, the request must state the reason and

the length of time expected to be away from work. Leaves shall be granted at the sole discretion of the Executive Director. An employee may request unpaid leave up to two-weeks in length once every three years.

### **Administrative Leave**

The District has the right to place an employee on leave at any time with full pay or without pay upon District Administrator discretion. An employee may be placed on administrative leave pending investigation of misconduct, potential disciplinary action, or other reasons that the District Administrator or designated employee, in his/her discretion, believe warrant such leave. The employee has no right to appeal the decision to be placed on administrative leave.

### **Leave without Pay**

The granting or denial of leave without pay is at the discretion of the District Administrator. Temporary leaves without pay may not exceed three (3) calendar months. For full-time employees, vacation and sick leave shall not accumulate during an employee's absence. The District will make no contributions to retirement, medical, dental, or other benefits during that period. These benefits may be continued upon payment of the total fees or premiums or fees by the employer.

### **Termination During a Leave of Absence**

During a leave of absence, any employee engaging in gainful employment, including self-employment, unless agreed upon in writing by the District in advance, or any employee who fails to return to work on the agreed upon date without prior approval by the head of the department or District Administrator or documented reasons beyond the control of the employee will be considered to have voluntarily quit.

### **Non-Retaliation Policy**

The Mendocino Coast Recreation and Park District prohibits any form of interference or retaliation for reporting requesting a leave of absence or job-protected time off, or for taking an authorized leave of absence. This includes actual or threatened retaliation, refusal or delay in reinstatement for an employee returning from authorized leave, or unwarranted negative performance evaluations or discipline related to an employee having taken leave during the appraisal period. The Mendocino Coast Recreation and Park District will investigate reports or complaints about retaliation or leave interference and will take immediate and appropriate corrective action for substantiated acts of retaliation or leave interference. Violations of this policy will result in disciplinary action, up to and including termination.

## Section 6: Personal Conduct

### Employee Behavior

Certain rules are necessary for the efficient operation of the District and for the benefit and protection of the rights and safety of everyone. Conduct that interferes with the District's operations, brings discredit to the District, or is offensive to the public, volunteers or fellow employees, will not be tolerated whether it occurs on or off District time or property. If an employee has questions in connection with this policy, they should talk to the HR manager or designated employee.

All employees are expected to conduct themselves professionally and behave in a manner that is conducive to the efficient operation of the District.

The following examples are illustrative of the type of behavior that will not be permitted. This list is illustrative only and is not meant to be all-inclusive or to otherwise alter the District's employment at-will policy. The District reserves the right to determine what conduct is inappropriate under any circumstances and what level of discipline such conduct warrants. Any questions in connection with this policy should be directed to the employee's supervisor or the HR manager or designated employee.

### Unacceptable Conduct

An employee is expected to conduct themselves professionally at all times and to behave in a manner that is conducive to the efficient operation of the District. The following list is illustrative, but not all-inclusive, of the type of conduct that may subject an employee to disciplinary action, up to and including termination of employment. This list of unacceptable behaviors includes:

- ❖ The use, possession, or sale of alcoholic beverages, intoxicants of any kind, or illegal drugs on District property, including vehicles and lockers, or reporting for work while under the influence of drugs or alcohol;
- ❖ The use of profanity or abusive language;
- ❖ The possession of firearms or other weapons onsite at any MCRPD facility or event, or in a vehicle parked on MCRPD property;
- ❖ Failure to appropriately perform your assigned duties;
- ❖ Insubordination, which is defined as a refusal to follow management's lawful instructions concerning a job-related matter;
- ❖ Assault on a fellow employee or a member of the public;
- ❖ Physical battery on a fellow employee or a member of the public;
- ❖ Theft or misuse of District property or of another employee's property;
- ❖ Falsifying any District record or report, such as an application for employment, a production record, a time record, or shipping and receiving records;
- ❖ Fighting on District premises during work time or during other times and places if such behavior affects District operations;
- ❖ Removal of District property (including without limitations devices, tools, equipment, hard copy or electronic documents) without written management approval;
- ❖ Damage to District property or materials or to another employee's property;
- ❖ Sleeping during work hours (note that a rest break is not considered working hours, so sleeping during a

rest period is acceptable, if accomplished in an appropriate manner, which is subject to the discretion of the employee's supervisor);

- ❖ Falsely altering either your or another employee's completed and approved time record, or "punching a time clock" or submitting falsified time records for another employee;
- ❖ Violating District safety rules or other District policies or procedures, including harassment, bullying, or abusive conduct, discrimination or retaliation; and
- ❖ Violence in the Workplace
  - Violence in the workplace is any verbal or physical action that is communicated or perceived as a threat, harassment, abuse, or intimidation; or personal contact that produces fear or causes bodily harm or damage to property. Employees may not bring weapons of any type into the workplace. This type of behavior by an employee on District property will not be tolerated. All acts of violence are treated seriously and each act of violence will be appropriately dealt with using administrative, managerial, legal, and disciplinary actions that may include dismissal, arrest and prosecution to minimize risk to employees and property.
  - Additionally, an employee is responsible for notifying their supervisor, HR manager or District Administrator of any threatening or dangerous situations that they have witnessed, received, or have been told that another person has witnessed or received. An employee is responsible for making this notification regardless of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were the focus of the threatening behavior. Employees who feel an immediate threat should call 9-1-1 and leave the area as soon as possible.
  - Finally, if an employee has applied or obtained a protective or restraining order which could apply to them in the workplace, they must provide a copy of the petition and declarations used to seek the order and a copy of any temporary or permanent restraining order that has been granted to their supervisor, the HR manager or District Administrator. The District understands the sensitivity of the information requested and will respect the employee's privacy to the extent possible in this procedure.

## **Disciplinary Action**

Disciplinary action will be taken as a result of an infraction of the any individual policy, or multiple policies, including the District's rules or policies. The District does not have an inflexible progressive discipline policy, and will address disciplinary actions on an individual basis. As a general guideline, disciplinary action may progress, if necessary, from an oral warning, to a written warning, and to termination of employment. The actual steps taken in a specific case may vary from situation to situation, depending on the circumstances. For example, in some severe cases, preliminary steps may be eliminated and employee may be immediately terminated. In other cases, specific steps may be skipped, repeated, or modified. Exempt employees are not subject to unpaid disciplinary suspensions, except in increments of full weeks, unless the infraction leading to the suspension is for a violation of a safety rule of major significance. Except as clearly and specifically established otherwise, all employees are employed at the will of the District and may be terminated at any time, for any reason (with or without cause).

## **Personal Appearance, Dress Code and Uniforms**

An employee's clothing and grooming should be appropriate to their work situation. In some cases, health and safety standards or legal requirements may dictate that the District require special clothing, shoes, hairstyles, or uniforms. Keep in mind that an employee's appearance should represent the District to the public in a professional

nature.

All clothing must be neat, clean and in good repair.

Prescribed uniforms and safety equipment must be worn when required.

Footwear must be appropriate for the work environment and functions being performed.

Hair must be neat, clean and well groomed. Beards, mustaches and sideburns must be maintained in a neat and well-groomed fashion.

Jewelry is acceptable except in areas where it constitutes a health or safety hazard.

Any visible tattoos cannot be obscene, sexually explicit, extremist, gang-related and/or discriminatory based on sex, sexual orientation, gender identity or expression, race, religion, or national origin. Any non-conforming tattoos must be covered with clothing or a bandage while at work or removed.

Good personal hygiene is required.

Departments shall be expected to set additional dress code and uniform standards.

Dress must be appropriate to the work setting, particularly if the employee deals with the public.

If an employee has questions in this regard, they should speak with their supervisor.

The interpretation of the appropriateness and acceptability of an employee's appearance is up to management's discretion.

Accommodations to Dress Code and Personal Appearances will be made for Religious Dress and Grooming practices if they do not pose a safety hazard.

## **Facility Access**

Employees' access to the District is limited to their assigned schedule, unless they are using the facility during regular business hours that are open to the public or have special permission from their supervisor to complete work.

## **Children in the Workplace**

While the District recognizes the occasional need to accommodate visits by employees' children in the workplace, these instances should be brief and/or infrequent in order that workplace productivity and District-provided services are not compromised. Additionally, normal District policies and procedures should be adhered to, including those applying to safety or the payment of applicable fees for the use of District-related facilities or programs.

## **Technology Resources and Usage Policy**

Policies related to the use of the District's computer and information systems, networks, and other information technology resources are intended to safeguard and protect against anything other than authorized and intended use.

**Computers:** District computers shall be used for District business. Personal business conducted on District computers must be authorized by management and must take place during non-working hours.

Special policies regarding computer systems are established in order to protect the District from activities caused by computer hackers, viruses, etc. and include, but are not limited to the following:

- ❖ Employees shall not add or remove any programs or personal software from the District's computers

without the express approval of the District Administrator or the Administrative Services Supervisor.

- ❖ Employees shall not open emails or download attachments from unknown sources. When in doubt, contact your manager or supervisor for guidance.
- ❖ Employees shall not view or download pornographic or otherwise offensive material from the Internet.
- ❖ Employee shall not view, access, or interact with Internet sites or applications that include video games or to play any games or music.
- ❖ Employees shall not use District computers for items not directly related to District business unless personal use has been authorized by a supervisor or the District Administrator.
- ❖ Employees shall not use District computers to engage in illegal activities, including, but not limited to, gambling.
- ❖ Employees shall not incur charges in the use of the District computers without approval of their supervisors. If personal use has been authorized, employees will be responsible for any charges resulting from personal use of District computers.
- ❖ Employee shall not represent themselves as an employee or agent of MCRPD on social networking sites or applications without express written approval of the District Administrator.

Employees who misuse electronic communications or who engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, bullying, reprisals, threats of retaliation or threats of violence, or related actions will be subject to discipline up to and including termination.

All electronic information created by any employee using any means of electronic communication is the property of the District and remains the property of the District. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the District's ownership of the electronic information.

The District will override all passwords if necessary for any reason.

The District reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of District policy or any law occurs. No employee has a reasonable expectation of privacy in any electronic system owned or operated by the District.

Employees who use devices on which information may be received and/or stored, including but not limited to, cell phones, cordless phones, portable computers, fax machines, and voice mail communication are required to use these methods in compliance with the trade secrets and confidential communication policy established by the District. Except for such uses, these communication tools should not be used for communicating confidential or sensitive information of any trade secrets.

Employees must understand that business records and documents of the District are subject to public records disclosure and also to production in civil litigation or other judicial proceedings. Employees who use devices on which information may be received and/or stored and that contain any business communications for the District must provide those devices for review and search immediately upon request for evidence preservation purposes by any District administrator, agent, insurer, or legal counsel.

Access to the Internet, web-sites, and other types of District paid computer access are to be used for District related business only unless there has been advance approval and use is during non-working hours. Any information that will appear in the electronic media about the District, its products or services, or other types of information must be approved by the District Administrator or the Administrative Services Supervisor before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be directed to the Administrative Services Supervisor.

## **Contact with Media**

The District Administrator and Administrative Services Supervisor are responsible for all official contact with the news media, including answering questions from the media. The District Administrator may designate specific employees to give out specific information. If not specifically authorized to speak with the news media, employees must refer the news media to either the District Administrator or Administrative Services Supervisor.

The Administrative Services Supervisor is responsible for all official contact with social media outlets. Under certain circumstances other employees may participate in social media outlets on issues regarding the District, but only after receiving permission from the Administrative Services Supervisor.

## **District Property**

The District reserves the right to inspect, with or without advance notice, all District property, including but not limited to, lockers, desks, file cabinets, computer files, etc.

## **Personal Property**

The District will not assume any responsibility for loss, theft, or damage to personal property, including vehicles, which you bring to work.

The District retains the right to appropriate, inspect, or destroy any unidentifiable package left on the premises.

## **Bicycles and Skateboards**

Bicycles or skateboards are not to be brought or stored in the District facilities. Instead, employees with bicycles or skateboards will be able to secure them to the outside racks with their own locking devices.

## **Conflict of Interest**

An employee of the District is expected to avoid any activity, investment or interest which result in an actual or perceived conflict with the interests of the District or its patrons, including any behavior which gives the appearance of taking money, merchandise or services from a patron or vendor for personal gain. If the employee engages in any activity or transaction which might cause a conflict, information about the potential conflict must be disclosed in advance to the department head or District Administrator.

In addition, several employment positions are contained within the disclosure categories of the District's Conflict of Interest Code. All designated employees must file statements of economic interests in accordance with District policy. Contact the District Administrator or HR manager for more information regarding the Conflict-of-Interest Code and to whom it pertains.

## **Outside Employment**

Outside employment, second jobs, or "moonlighting" of regular full-time employees or regular part-time employees must be approved, in advance, by the District Administrator. This outside employment will generally be approved so long as the outside employment does not:

- ❖ Detract from your efficiency while performing your duties for the District;
- ❖ Interfere with your District-assigned duties or work schedule;
- ❖ Entail the use of District-owned equipment or supplies or the use of District facilities;
- ❖ Present or appear to present a conflict of interest with District business;
- ❖ Take preference over extra duty required by District employment; and/or
- ❖ Create a liability for the District. In cases where, in the District Administrator's sole judgment, there is a question of liability, the District may require that you provide evidence of a written contract between all parties showing the respective liability of each party, prior to granting approval for the outside employment.

If after an employee has accepted outside employment, situations arise which could interfere with the employee's job with the District as described above, the employee must immediately report the situation to their supervisor and HR manager or designated employee.

If an employee is unsure of the criteria of effect of outside employment, or if they have any questions about this policy, they should contact their supervisor or HR manager.

### **Solicitation**

Solicitation by an employee of another employee is prohibited during either employee's work time. "Work time" is defined as time when an employee is expected to be working and does not include lunch or break periods. Distribution or posting of literature, petitions, surveys, or other materials of any nature are not permitted during work time in work areas, unless related to District business and authorized by management.

Solicitation by supervisors of their subordinate employees is prohibited.

### **Eating at the Workplace**

Employees are encouraged to keep hydrated and to eat properly while at work to maintain healthy energy levels and be productive. However, so as to maintain a professional environment for the public and fellow employees, eating and food items should be kept out of the view of the public. Consumption of food should be limited to breaks. Employees are encouraged to utilize the District's staff area/kitchen when eating. Employees are responsible for cleaning up after themselves.

### **Smoke and Tobacco Free Workplace**

The District maintains that tobacco use must be limited to designated areas and is never allowed on school grounds or at the C. V. Starr Community Center facility.

### **Substance Abuse Policy**

While at work, each District employee has a responsibility to coworkers, and to the general public, to perform his or her work in a safe and conscientious manner. The District expects employees to be able to work in an environment free from the effects of alcohol and/or other job-impairing substances. The District is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the District's premises or while using the District vehicles or equipment, or at any location during work time. No employee may



report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized District social or business event. 'Illegal drug' means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug. Any violation of this policy will result in disciplinary action, up to and including termination. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

## **Workplace Searches**

All offices, desks, file drawers, cabinets, lockers, District vehicles, and other District equipment (including but not limited to computers, e-mail and voice mail) and facilities or any area on District premises are the property of the District ("District Property") and are intended for business use. Employees should have no expectation of privacy with respect to District property and/or items stored within District Property or on District premises. Inspection may be conducted at any time, without notice, at the discretion of the District.

In addition, when the District deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought on to the District's premises.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

## **Internet, Email and Computer Use Policy**

The following rules apply to all forms of electronic communications and media that are: (1) accessed on or from District premises; (2) accessed using the District computer or telecommunications equipment, or via District-paid access methods; and/or (3) used in a manner which identifies the District. The following list is not exhaustive, and the District may implement additional rules from time to time. a. Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against District policy, or not in the best interest of the District. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination. Employees may not install personal software on District computer systems. Employee's own electronic media may only be used during breaks. All other District policies, including the District's no tolerance for discrimination, harassment, or retaliation in the workplace apply. c. All electronic information created by any employee on District premises or transmitted to District property using any means of electronic communication is the property of the District and remains the property of the District. You should not assume that any electronic communications are private or confidential.

## **Social Media Policy**

The District is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty, and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user-generated content. Social media channels can include, but are not limited to: Facebook, Twitter, Instagram, Tik Tok, LinkedIn, YouTube, blogs, review sites, forums, online communities, and any similar online platforms. Employees are expected to conduct themselves in a professional manner and to respect the views and opinions of others. The District and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, abusive, threatening, harassing, or damaging to the District's interests or reputation are strictly prohibited. The use of social media channels on District time for personal purposes is not allowed. Any social media contacts, including 'followers' or 'friends' that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, Instagram or other social media networks) created on behalf of the District will be the property of the District. Employees must not disclose private or confidential information about the District, its employees, clients, suppliers, or customers on social networks. Employees must never make a representation, comment, or communication on behalf of the District without express written permission. Employees must respect trademarks, copyrights, intellectual property, and proprietary information. No third-party content should be published without prior permission from the owner.

## **Cell Phone Policy**

The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. The only exception is when an employee perceives a direct threat to the safety or security of the facility, themselves, co-workers, or visitors, they may use mobile devices to seek emergency assistance or report unsafe conditions.

Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

The District may provide cell phone allowances to employees in certain positions to improve efficiency and effectiveness. When cell phones are used for District business, employees must comply with all District policies governing conduct, including our policies prohibiting discrimination, harassment, retaliation, bullying, abusive conduct, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

## **Portable Devices Assignment and Usage Agreement**

This policy applies to all certified and classified employees of the District. It is important to address the assignment, use, care and potential repair or replacement of District owned portable technology devices, including but not limited to, laptop computers, tablets, smartphones, and/or other mobile devices.

As part of the assignment of a portable device, please understand the terms of use as outlined in this policy. Each employee who is assigned a device must have a signed copy of the *Agreement for the Assignment of an Employee*

*Device (Appendix E.) on file.*

Terms of use:

- ❖ The portable device is property of the District and issued to employees solely for the purpose of conducting District activities and business. It is intended only for the use of the employee to whom it is assigned.
- ❖ The device or other assigned portable devices may be taken to the employees regular place of residence, or to other remote locations outside the regular workweek by the employee. However, the employee is responsible at all times for the care, appropriate use, and security of the device.
- ❖ The employee using any District portable device for business is personally responsible at all times for the security of all electronic files, data, information, business materials sent, received, reviewed, generated or stored on the device for business purposes including transmissions by email and/or text messaging.
- ❖ All portable devices issued to an employee should not be accessible to family members, friends, or other visitors to the employee's home or regularly used remote location. Likewise, in public or partially public locations, the portable device should not be left unattended and/or accessible to any third party.
- ❖ Appropriate password protocols should be always followed. Employees should not share their password with any other person and are responsible for periodically changing their password to protect against accidental or deliberate intrusions.
- ❖ The portable device should not be left in a personal vehicle overnight, or for any extended period of time, even when stored in a trunk or locked compartment.
- ❖ Employees are responsible for the security and care of the portable device and all data stored on the device, and for any damage or theft that occurs while the device is being transported via airplane, van, train, or personal/commercial vehicle.
- ❖ Employees who transport the device to a conference or meeting in a public facility are responsible for the security and condition of the portable device at all times and for any theft, damage, data loss, or confidentiality breach resulting from unauthorized access by third-parties.
- ❖ It is essential that the employee assigned a portable device notify the District Administrator immediately if the device is lost or stolen.
- ❖ Employees should not load any unauthorized software or applications on the device.

## **Damage, Destruction, or Theft of a Portable Device**

This section contains a general, non-inclusive identification of conduct or gross negligence that will result in financial responsibility for the replacement value of a District issued portable device. Determinations of whether the damage, destruction, theft, or loss constitutes gross negligence, willful misconduct or dishonestly will be determined by the District Administrator on a case-by-case investigation and findings of fact.

**Dishonest, Deliberate or Willful Acts:** will result in financial responsibility and is also subject to disciplinary action.

- ❖ Theft of the portable device by the employee to whom it is assigned for personal gain
- ❖ Theft of the portable device by the employee to whom it is assigned and transfer to another non District employee for personal profit or pleasure;
- ❖ Deliberate damage or destruction by the employee to whom it assigned, such as sabotage or deliberate downloading of malware;
- ❖ Deliberate transfer of confidential data, files, materials, records, software under limited license, or other intellectual or business property of the District without express authorization and regardless of personal or financial gain by the employee;
- ❖ Deliberate vandalism, cyber-attack, or installation of malware by the employee personally acting in concert

with any other person, whether another employee or a third party;

- ❖ Any other act that is determined by a neutral, fact-finding investigation, to have been deliberate, whether for personal gain, malicious intent, or dishonestly;

**Gross Negligence:** will result in financial responsibility and is also subject to disciplinary action.

- ❖ Theft of the portable device by a third party from an unsecure location (conference room, hotel, personal vehicle, public transportation, or other off-site location);
- ❖ Loss of the portable device by taking the device to a public location and forgetting to retrieve it;
- ❖ Damage or destruction due to grossly negligent conduct of the employee to whom it was assigned (accessing suspect websites, accessing pornographic material that contains malware, leaving the device in an area unprotected by inclement weather or other environmental hazards, etc.);
- ❖ Damage due to malware from grossly negligent downloading of software or apps that contain, accessing unidentified links in email, social media posts, or other Internet sites;
- ❖ Downloading or installing personal email platforms;
- ❖ Damage, destruction, or loss due to grossly negligent security of the portable device by leaving it in a location where third parties (family, friends, or other non-employees) may gain unauthorized access to use of the device;
- ❖ Damage, destruction or loss due to leaving the portable device in a location where it is foreseeably at risk of theft, damage from spilled food or liquid, damage from weather;
- ❖ Any other act or omission that is determined by a neutral, fact-finding investigation, to have occurred due to gross negligence of the employee, whether for personal gain, malicious intent, or dishonesty.

**Ordinary Negligence:** breach of duty of reasonable care, resulting in foreseeable loss or destruction; subject to disciplinary action but not personal financial responsibility.

- ❖ Damage that is sufficiently severe to require replacement, but due to simple negligence (dropping, accidental spilled of liquid on the device despite reasonable precautions, leaving in an area of a residence where it can be spilled on or dropped by a family member, etc.);
- ❖ Damage or destruction due to fire or flood in the location of the portable device, on-site or off-site.
- ❖ Theft of a personal vehicle from a public parking lot, when the employee took every required security precaution to place the portable device out of sight and lock the vehicle;
- ❖ Damage to the device or data loss from malware downloaded by accessing a link on an email or a business site, in situations where the employee exercised reasonable precautions to ascertain the sender or sponsor of the link.

## **Personal Business While at Work**

Except in emergency situations, employees may not conduct personal business while at work. This includes, but is not limited to, phone calls, completing homework, reading leisure materials, managing personal emails, etc.

## **Political Activities**

The District recognizes the Constitutional rights of public employees relating to freedom of speech, expression, association, privacy, and other rights protected by the US and California Constitutions. However, the rights of public employees to engage in lawful and protected activities when off duty is limited within the workplace. As District employees, the following restrictions are required regarding political activities. Participation in political or partisan activities is acceptable, if District resources and property are not used, and the activity does not adversely affect an employee's responsibilities to the District, or the employee's ability to perform their job effectively and efficiently. An employee may not campaign during work time or in a District uniform or while

representing the District in any way. An employee may not solicit on District property or use the District facilities or funds for political activities.

If, during the course of employment, an employee meets with, or is observed by the public, or otherwise represents the District to the public, the employee may not wear or display any button, badge, or sticker relevant to any candidate or ballot issue during working hours or while performing job duties. An employee may not solicit on District property or during working time for contributions for political causes.

## **Interest in Legislation**

No employee shall have any private interest in legislation pending before the MCRPD board of directors, or City of Fort Bragg city council and participate, discuss, or give an official opinion to the board of directors or city council, unless the nature and extent of such interest is disclosed, on official record, to the board of directors or city council.

## **Confidential Information**

Employees may, in the course of their employment with the District, receive information on projects, practices, customers, staff, or otherwise that is confidential in nature. Employees agree to maintain the strict confidence of such proprietary information, both during and after their term of employment with the District, and to share it only as a matter of necessity with those who have legitimate “need to know” as their job responsibilities dictate.

# **Section 7: Complaint Procedure**

## **Complaint Procedures for Work Related Complaints Other than Discrimination or Harassment**

The District encourages employees to bring to the attention of management any complaints they have about work-related situations. If an employee has a concern about discrimination and/or harassment, See Page 14, under Complaint, and Investigation Process and Corrective Action.

If an employee has a complaint, they should first bring it to the attention of their immediate supervisor. The employee is encouraged to raise any complaints within ten (10) days of the occurrence or the date that the employee became aware of it. If the employee’s complaint is one that they are reluctant to discuss with their supervisor or is not resolved satisfactorily by their supervisor, the employee may go directly to their department head or the District Administrator, whichever position is next in the line of supervision. Additionally, in these circumstances, the HR manager or designated employee is available to listen to the employee’s complaint, as well. The employee is strongly encouraged, however, to seek resolution first through their immediate supervisor or, as second alternative, the HR manager or designated employee whenever practical.

If an employee’s complaint needs to be submitted to the District Administrator, it must be in writing and must contain, at a minimum:

- ❖ A description of the problem or concern;

- ❖ An identification of the policy or procedure which the employee believes has been violated or misapplied;
- ❖ The date of the circumstances leading to the complaint, or the date the employee first became aware of those circumstances; and
- ❖ The resolution the employee is seeking.

The written complaint to the District Administrator should be submitted within ten (10) days of the occurrence leading to the complaint, or ten (10) days after the last response to the employee's complaint.

The District Administrator may, if necessary, meet with the employee and any other involved parties, either individually or together. The District Administrator's response and decision is final and binding.

## **Other Policies and Procedures**

While this handbook provides personnel policies and procedures, a variety of other policies and procedures will serve to provide employees with work performance expectations and task requirements. Such policies and procedures may be established by MCRPD, the District Administrator, department heads or supervisors. Employees will be expected to comply with all established policies and procedures. Many of these other policies and procedures will be documented in the facility's operation manual but may exist in other formats as well.

## At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook

Employee:

I acknowledge that I have been provided with a copy of the Mendocino Coast Recreation & Park District (MCRPD) Employee Handbook, which contains important information on the District's policies, procedures and benefits, including the policies on Anti- Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the District and me is at-will and can be terminated by the District or me at any time, with or without cause or notice.

Furthermore, the District has the right to modify or alter my position or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the District's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the District. This is the entire agreement between the District and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the District reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the District reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the District Employee Handbook. I have read (or will read) and agree to abide by the policies and procedures contained in the Handbook.

Email Address to send copy of Employee Handbook: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

# Appendix A. Absent Request Form

## MENDOCINO COAST RECREATION AND PARK DISTRICT

### ABSENT REQUEST

Requesting Employee: \_\_\_\_\_

*All leave should have supervisor/Department Head approval 10 days in advance, including sick leave whenever possible.*

Absence Type:    **B** – Bereavement                      **C** – Compensatory                      **F** – Floating Holiday  
                           **L** – Leave w/o Pay                      **M** – Military                              **O** – Other  
                           **S** – Sick Leave                                      **V** – Vacation

<b>Week 1:</b>	<b>Date</b>	<b>No. of Hours</b>	<b>Type</b>	<b>Reason</b>	<b>Finance Use Only</b>
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
<b>Week 1:</b>	<b>Date</b>	<b>No. of Hours</b>	<b>Type</b>	<b>Reason</b>	<b>Finance Use Only</b>
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Approval: \_\_\_\_\_ Date: \_\_\_\_\_



# Appendix B. Overtime Request Form

## MENDOCINO COAST RECREATION AND PARK DISTRICT

### OVERTIME REQUEST

Requesting Employee: \_\_\_\_\_

*All overtime hours must be approved in advance by the department head.*

Overtime Compensation Type: **C** – Compensatory Time **O** – Overtime Pay

<b>Week 1:</b>	<b>Date</b>	<b>No. of Overtime Hours Requested</b>	<b>Choose Compensation Type</b>	<b>Reason</b>	<b>Finance Use Only</b>
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
<b>Week 1:</b>	<b>Date</b>	<b>No. of Overtime Hours Requested</b>	<b>Choose Compensation Type</b>	<b>Reason</b>	<b>Finance Use Only</b>
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head Approval: \_\_\_\_\_ Date: \_\_\_\_\_



# Appendix E. Agreement for the Assignment of an Employee Device

## Agreement for the Assignment of an Employee Device

This agreement is between the District and \_\_\_\_\_ for the use of a district provided device.  
(employee name)

This form must be on file with the District Administrator.

The above-named individual has received the following equipment: portable device, power cord, and carrying case. They agree that the equipment is in good working condition at the start of the agreement. If the individual retires, resigns, or leaves the District in any way, all equipment must be returned to the District Administrator as soon as possible.

The above named is responsible for this equipment at all times, onsite and offsite. Each individual will be responsible for taking reasonable precautions to secure the device in such a manner that it will not be subject to theft or damage. If a device is in need or repair, the employee should notify the District Administrator.

The above named individual is responsible for the confidentiality, privacy, and security of all content (files, records, data or educational information) both onsite and offsite. Each individual will be responsible for taking reasonable steps to secure the data in such a manner that it will not be subject to theft, or unauthorized disclosure of confidential information.

\_\_\_\_\_ I have read and agree to abide by the statements listed above. I understand that my use of this device is governed by the guidelines set forth in these documents, including the installation of unauthorized software.

\_\_\_\_\_ I will notify the District Administrator if I am retiring, resigning, or taking an unpaid leave of absence. I will immediately return all equipment as a result of my change of status.

\_\_\_\_\_ I understand that this device will be my primary device for use by me during normal work hours to conduct District business.

\_\_\_\_\_ I agree that I am accountable for the property listed above, and that I must exercise reasonable care in its safekeeping. Equipment owned by the District that is assigned to me will only be used within the scope of the duties of my position.

Employee Name (please print): \_\_\_\_\_ Employee ID #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_