



PERSONNEL AND SALARY RESOLUTION NO. 415

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
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PERSONNEL AND SALARY RESOLUTION

Orange County Mosquito and Vector Control District

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PERSONNEL AND SALARY RESOLUTION

Orange County Mosquito and Vector Control District

DEFINITIONS

The following terms used in this Resolution shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

ADMINISTRATIVE MANAGEMENT EMPLOYEES shall be those employees identified in Appendix A.

AT-WILL EMPLOYEE shall mean an employee who serves “at the pleasure” or “at the will” of the District Manager. Such an employee may be discharged or disciplined with or without notice or cause. At-will employees include, but are not limited to limited-term, probationary, and extra help employees.

BOARD shall mean the Board of Trustees of the Orange County Mosquito and Vector Control District.

CONFIDENTIAL EMPLOYEES shall be those employees identified in Appendix B.

CONTINUOUS SERVICE shall mean employment in a regular permanent position which has not been interrupted by resignation, discharge, or retirement from the Orange County Retirement System (OCERS) and/or the California Public Employees’ Retirement System (CalPERS). Official Leaves of Absence shall not be credited toward continuous service.

DEPARTMENT HEAD shall mean the top level employee who directs one of the Departments in the District.

DISTRICT shall mean the Orange County Mosquito and Vector Control District.

DISTRICT MANAGER shall mean the person who is the principal officer or employee of the District for the discharge of duties provided by law or particular delegated functions. The District Manager position is an at-will employee serving at the pleasure of the Board of Trustees.

EMERGENCY means an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

EMPLOYEE shall mean a person employed by the District and covered by terms of this Resolution except where this Resolution otherwise indicates.

EXTRA HELP EMPLOYEE shall mean a person occupying a non-permanent position serving as an at-will employee. Extra help employees may be scheduled to work less than forty (40) hours per week or less than fifty two (52) weeks per year.

FLSA EXEMPT EMPLOYEES shall mean the employees who are exempt from the minimum wage and overtime requirements of the Fair Labor Standards Act (FLSA) including the District Manager, Assistant District Manager/Director of Operations, Director of Administrative Services, Director of Scientific Technical Services, Director of Communications, and the Executive Assistant/Clerk of the Board.

FLSA NON-EXEMPT EMPLOYEE shall mean an employee who is not exempt from the overtime and minimum wage requirements set forth in the Fair Labor Standards Act (FLSA). These employees are also commonly referred to as “hourly” as opposed to “salaried” employees.

FULL-TIME EMPLOYEE shall mean an employee employed in a regular permanent or limited-term position whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular permanent position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular permanent position when the incumbent employee is on "Official Leave of Absence" as defined herein. Shall also mean a position for which the District has determined has no anticipated long-range funding or has uncertain future funding.

MERIT shall mean high quality service or excellent performance.

OCMVCDEA shall mean the Orange County Mosquito and Vector Control Employees Association.

PART-TIME EMPLOYEE shall mean an employee employed on a permanent basis in one (1) or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

PERMANENT EMPLOYEE shall mean a person who is not on probation and is employed in a regular position which is established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

PROBATIONARY EMPLOYEE shall mean a person who is serving a probation period consisting of one year or 2,080 hours and is employed in a regular permanent or limited-term position, i.e. not extra help. Probationary employees are at-will employees.

PROMOTION shall mean the movement of a regular permanent, limited-term, or probationary employee from one (1) class to another class where the maximum rate on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

PROVISIONAL APPOINTMENT shall mean an appointment of a qualified person, who is not a regular permanent, probationary, or limited-term employee of the District, to a regular permanent or limited-term position on a temporary basis, until establishment of an eligibility list to allow a regular appointment. Provisional appointments shall be at the discretion of the District Manager.

REASSIGNMENT shall mean the movement of a regular permanent, limited-term, or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step on the old salary range.

RECRUITING RATE shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the District Manager.

REDUCTION shall mean the movement of a regular permanent, limited-term, or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

REGULAR EMPLOYEE shall mean a person who is not on probation and is employed in a regular permanent or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular permanent employee.

SUPERVISORY EMPLOYEE shall mean an employee who directs the work of at least one other employee and those employees identified in Appendix C.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.

ARTICLE I

GENERAL PERSONNEL REGULATIONS

SECTION 1. Regulation of Employees

- A. A system based on merit is established for appointments, promotions, demotions, and discharges for all employees except for extra help employees who do not earn benefits.
- B. All employees shall hold their positions subject to rules and regulations established by Resolution of the Board and administered by the District Manager. The District Manager may designate any other employee to carry out any of the duties or responsibilities under these policies.
- C. All new employees shall be subject to passing a background check and physical examination, which may include a drug screen, before hiring.
- D. District employees shall refrain from engaging in any activities which constitute a conflict of interest due to the nature, conditions, or some other aspect of the activity. It shall be the responsibility of each supervisor to ensure that employees in his or her section refrain from engaging in any activities which constitute a conflict of interest. The following are examples of activities which may involve a conflict of interest:
 - 1. The use of District time, facilities, equipment, badge, or uniform for private gain or advantage, or private gain or advantage of another.
 - 2. The use of prestige or influence of District employment for private gain or advantage, or the private gain or advantage of another.
 - 3. The use of confidential information acquired by virtue of District employment for the employee's private gain or advantage, or private gain or advantage of another.
 - 4. The acceptance of money or other consideration by an employee from any person except the District for the performance of an act which the employee would be required or expected to render in the regular course or hours of his or her District employment, or as a part of his or her duties as a District employee.
 - 5. The performance of an act in other than his or her capacity as a District employee, knowing that such act may later be subject directly or indirectly, to the control, inspection, review, audit, or enforcement by the employee or the section in which he or she is employed.
 - 6. The representation of, or assisting in the representation of private interests for profit before any board or commission of the District or in court when the District is a party.
 - 7. The solicitation of future employment with a business doing business with the District over which the employee has some control or influence in his or her official capacity at the time of transaction.

SECTION 2. Position Classification Plan

- A. The Position Classification Plan of the District shall consist of the class titles and the class specifications adopted by the Board. There shall be a class specification for each class, unless exempted by the Board, which includes the title of the class and indicates the type of work performed and the minimum qualifications for employment. New class specifications shall be established by Minute Order or Resolution of the Board. The District Manager is authorized to make non-substantive administrative changes and any changes necessary to comply with and administer the requirements of the Americans with Disabilities Act(ADA).
- B. The District Manager shall administer the Position Classification Plan for all positions in District service. The District Manager shall make recommendations to the Board as to the establishment of classes. The District Manager shall establish procedures to administer the Position Classification Plan.
- C. The District Manager is authorized to conduct studies of the duties and responsibilities of the various positions in order to maintain the Position Classification Plan.

- D. A department head shall immediately notify the District Manager and the OCMVCDEA about a proposal for changes in the assigned duties of a position, as set forth in the applicable job specification, if the class to which the position is currently allocated may no longer be appropriate. Such notification shall include the reason for the change in duties necessitating the classification change.

SECTION 3. Number and Classification of Activated Positions

- A. The number of activated regular permanent positions shall be as designated by the Board. The District Manager shall not appoint regular permanent or probationary employees in excess of the positions activated by the Board.
- B. The District Manager is authorized to reclassify positions when such classifications are consistent with classification concepts, classification specifications, and salaries adopted by the Board. The District Manager will notify OCMVCDEA about the proposed reclassification before the position is reclassified.
- C. The District Manager may authorize that a regular permanent position may be used as one or more part-time regular permanent or extra help positions provided that the total regularly scheduled hours of the part-time or extra help positions do not exceed the number of hours per week authorized for the activated regular permanent positions.
- D. When a regular permanent or limited-term position is vacant due to Leave of Absence, the position may be back filled for the duration of the leave.
- E. The District Manager is authorized to hire as many extra help or part-time employees as he deems necessary as long as the total budget figure for extra help or part-time positions is not exceeded, unless there are salary savings from vacant or unfilled regular permanent budgeted positions.
- F. When an employee who is separating from District service by way of paid retirement elects to take time off for vacation with District Manager approval, the position to be vacated may be filled by the District for the length of vacation time off prior to the employee's paid retirement.

SECTION 4. Selection Procedures

- A. Consistent with Section 1.A. of this Article, the District Manager shall determine the method of evaluating the qualifications of applicants and employees.
- B. Consistent with Section 1.A. of this Article, the District Manager shall determine the selection methods for the filling of all positions. The methods shall be practical in nature and may involve any combination of written test, oral test, and performance test, rating of education, and/or training and experience.
- C. When the District assumes or absorbs the functions and personnel of another government agency, the District Manager may waive or modify the regularly established minimum qualifications and selection procedures for the employees involved.
- D. A job announcement will be posted for a minimum of fourteen (14) calendar days at District offices which specifies job description, salary, minimum qualifications, and other applicable information. For internal recruitments, announcements shall only be posted for seven (7) calendar days.
- E. It shall be the policy of the District to recruit from within the organization whenever practical and a sufficient number of qualified applicants are available within the District. The District Manager may open recruitment to outside candidates for any position where such recruitment is in the best interests of the District. All job vacancies may be advertised at the discretion of the District Manager.
- F. At the direction of the District Manager, all incoming applications and resumes will be screened to identify candidates who are generally qualified. An appointed panel will conduct interviews, rate the candidates and make recommendations to the District Manager. The District shall conduct reference checks on qualified applicants. The District Manager shall appoint and promote only from among those persons who are certified to him or her as being eligible for the particular class and/or position.
- G. Prior to being offered employment, applicants may be subject to undergoing a background and/or fingerprint check and drug screen. After an employee has been offered employment, that offer will be conditioned on passing a

physical examination and in some circumstances a drug screen. Applicants who successfully pass the physical examination and drug screen and who accept employment with the District shall undergo an oath of loyalty and must provide all required documentation. All employment applications shall be kept on file for a period of one (1) year or otherwise required by law.

SECTION 5. Performance Evaluations

The District Manager is authorized to establish a performance evaluation program for the District.

SECTION 6. State Disability Insurance (SDI)

District employees deemed extra help, shall be covered by state disability insurance (SDI) pursuant to Unemployment Insurance Code Section 710.5. Employees covered by SDI shall pay 100 percent for such coverage and do so through automatic payroll deductions.

SECTION 7. Provisional Appointment

- A. Notwithstanding any other provision, the District Manager may make a provisional appointment when he determines it is in the best interest of the District.
- B. A provisional appointment shall not extend beyond the time needed to establish an eligibility list and permit a regular permanent appointment to be made. A provisional appointment shall not be continued for more than six (6) months from date of appointment unless an extension to no more than one (1) year from the original date of the provisional appointment is approved by the Policy and Personnel Committee.
- C. A probationary or limited-term employee shall not be eligible for a provisional appointment.
- D. A provisional employee shall not serve a probationary period. If a provisional employee receives a regular permanent appointment, the employee shall serve a new probationary period. A provisional employee who receives a regular permanent appointment shall maintain his or her original hire date for purposes of vacation and sick leave accrual, retirement, and layoff.
- E. A provisional employee shall be at-will and may be released from service at any time without right of appeal or hearing.
- F. Provisional employees shall earn all other benefits which accrue to regular permanent employees.

ARTICLE II

WORK SCHEDULE/PERIOD

SECTION 1. Work Schedules

- A. The official 9/80 hour work schedule for District employees shall start on a Friday at 7:00 A.M. to 3:30 P.M. and Monday through Thursday at 7:00 A.M. to 4:30 P.M. ending on the second Thursday at 4:30 P.M. Alternate Fridays are off. Non-exempt employees shall receive an unpaid half hour lunch period, which shall be taken on each day that the employee works.
- B. Employees may work a 10/80 work schedule covering five (5) days per week. The work period begins on a Friday at 7:00 A.M. to 3:30 P.M. and Monday through Thursday at 8:00 A.M. to 4:30 P.M. ending on the second Thursday at 4:30 P.M. No alternate Fridays are off. An unpaid 1/2 hour lunch period shall apply throughout the work period. An employee's option to work a 10/80 work schedule shall be at the discretion of the District Manager.
- C. The District Manager shall regulate said work schedules/periods on the needs of the District with due regard to maintaining reasonable and equitable work schedules/periods for all employees. The District Manager shall also meet and confer, in advance where practicable, with the OCMVCDEA in regards to said work schedules/periods.
- D. Employees shall receive compensation at a biweekly rate.
- E. The District agrees to give employees a seven (7) calendar day advance notice of a shift change whenever possible.
- F. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

SECTION 2. Overtime

A. Calculation of Overtime

Employees are entitled to receive overtime pay for those hours actually worked in excess of nine (9) hours in one workday or forty (40) hours in one workweek. For purposes of calculating overtime the following assumptions shall be made: A workday is defined as a fixed period of nine (9) consecutive hours worked on one (1) particular day. The District's typical workday is Monday through Thursday beginning at 7:00 A.M. and ending at 4:30 P.M. and on a Friday will begin at 7:00 A.M. and end at 3:30 P.M. (whether that is a day off or a scheduled day). The District's workweek shall begin on Friday at 11:00 A.M. and end the following Friday at 11:00 A.M.

For purposes of determining eligibility for overtime pay, Holiday, Jury Duty and Bereavement Leave hours shall be counted as hours worked for purposes of determining overtime eligibility. All other absences (i.e., vacation, sick leave, sick other, etc.), whether compensated or uncompensated, shall not be counted as hours worked.

An exception may be made once per calendar year should an employee need to use paid time off (i.e., vacation, sick leave, sick other, etc.) during the same forty (40) hour workweek in which overtime hours may be lost as a result. An employee may request in writing to the Administrative Services Department that paid time off be counted as hours worked if needed for an unexpected emergency (e.g. personal illness/emergency, family illness, etc.) The total paid time off hours that may be counted as hours worked may not exceed nine (9) and must be used within one (1) work day.

B. Notification of Employees

If in the judgment of the District Manager, work beyond the normal workday or workweek is required, the District will notify any employee who may be asked to perform such overtime of the apparent need for such

overtime as soon as possible prior to when the overtime is expected to begin.

C. Distribution of Overtime

1. The District shall follow a system of fairness, making overtime opportunities available on an equal basis to qualified employees, who have been properly trained and are capable of performing the work.
 - a. To the extent possible, all interested and qualified employees shall have access to overtime opportunities by way of a single overtime pool. An employee who is qualified for the overtime event who wishes to work shall have his or her name recorded in the overtime pool. An employee with the least amount of recorded overtime hours shall have the first opportunity to an overtime event over those who have more recorded hours in the overtime pool. In the event that two (2) or more employees are eligible for the event, based on hours worked, a system of random selection shall be used. When necessary the District Manager shall make the final determination.
 - b. Special Considerations - On occasion the District may need to staff overtime opportunities with staff who meet certain criteria such as subject matter or job expertise, language(s) spoken, knowledge of cultural practices/norms, and/or familiarity with local vector control challenges. In these situations, use of the overtime pool alone may not be appropriate to select employees to staff an overtime opportunity. As overtime opportunities present themselves, the overseeing department will determine what special staffing criteria, if any, will be the most beneficial to the District. When soliciting staff to work an event, any specific criteria will be outlined. Of those employees that meet the required criteria, the employee(s) with the least amount of recorded overtime hours shall have the first opportunity to work over those who have more recorded overtime hours in the overtime pool. In certain situations, if no employees volunteer that meet the event criteria, Management reserves the right to forgo staffing the overtime opportunity.
 - c. Any employee scheduled to work an overtime event must contact appropriate District personnel at least 48 hours prior to the event, if unable to work the event. Employees that fail to do so, with the exception of those with written medical documentation, shall forfeit the hours, which shall be recorded within the overtime pool in a manner which will negatively impact his or her ranking in regards to subsequent overtime opportunities.
 - d. The District shall provide represented employees with a record showing the distribution of all overtime.
 - e. An employee who volunteers and is scheduled to work a particular overtime event shall not withdraw their participation in order to work an alternative overtime opportunity. This shall be the case even if the employee provides sufficient notice as described in section 1.d of this policy.
 - f. Management Discretion and Loss of Eligibility – Management reserves the right to determine what events the District shall participate in and to ensure that certain standards that are to be upheld by all employees when working public outreach events. Such standards are defined in the District’s Public Outreach Event Guidelines policy. Any employee selected to staff an event who does not adhere to the policy, may lose his/her eligibility to staff future events.
2. If the responsible department head determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift or start before the assigned shift.

D. Overtime Qualifications for Outreach Events and Evening Pesticide Applications

1. The District shall permit represented employees to participate in overtime opportunities, relating to outreach events and evening pesticide applications. Employees shall be deemed qualified to work such overtime opportunities by meeting the criteria outlined below:

Operations:

- a. Employees shall be required to have earned CDPH certifications (sections A and B) in order to apply pesticides for overtime events.
- b. The employee shall express a desire to work such events and meet a minimum field training requirement during the non-peak season, established by the Operations Manager, designed to meet safety and efficacy guidelines pertaining to pesticide applications.
- c. The District shall allow a reasonable amount of time for a training refresher course before the event.

Public Outreach:

- a. Beginning January 1, 2014 all represented employees shall be required to have earned all CDPH certifications (sections A B C D) in order to participate in public outreach events.
- b. New regular permanent employees may work public outreach events during their first year of employment without having earned all CDPH certifications (sections A B C D) if scheduled with a fully CDPH certified employee. Any employee that has not earned all CDPH certifications after one year will not be eligible to work public outreach, accompanied or unaccompanied, until they are fully certified.
- c. The District shall allow a reasonable amount of time for a training refresher course before the event.

E. Payment for Overtime

1. Overtime shall be compensated at one and one-half (1-1/2) times the regular rate.
2. Regular permanent/probationary, or limited-term employees may request that overtime be converted to compensatory time. Employees with existing compensatory time balances of 120 hours shall be paid for all overtime work performed in excess of that amount.
3. Overtime hours worked in excess of forty (40) hours in a workweek by extra help employees shall be paid at a rate of one and one-half (1-1/2) times the regular rate.
4. An employee separating from District service shall be paid for accumulated compensatory time in a lump sum payment.
5. Attendance at conferences, workshops, seminars, continuing education meetings, and other such meetings by hourly employees shall be considered voluntary. Attendance at such events shall be voluntary when event occurs outside of normally scheduled work days and/or hours (i.e. nights, weekends, and regularly scheduled days off). Notwithstanding the FLSA, District will pay hourly employees for such attendance during a regular workweek as if the employee had worked during that week with the exception that the employee shall not be paid in excess of forty (40) hours for that week and shall not be paid overtime.
6. Employees participating in any public outreach program or other similar types of functions shall only be compensated for the time spent participating in the function and one (1) additional hour [thirty (30) minutes to set-up for the event and thirty (30) minutes to breakdown after an event]. Employees shall not be compensated for any driving time if drive time should fall outside of regularly scheduled work hours.

SECTION 3. Rest Periods and Cleanup Time

- A. Employees shall be allowed a rest period of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the District, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The District may designate the location or locations at which rest periods may be taken. Rest periods shall be

Considered hours worked and employees may be required to perform duties, if necessary.

- B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid District time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash up, and changing clothes.

ARTICLE III

PAY PRACTICES

SECTION 1. Method of Compensation for Employee

Employees shall receive compensation at the biweekly or hourly rate within the range or at the flat rate assigned to the class in which they are employed.

The pay rate for each class is set forth in the Table of Class Titles and Salary Schedules appended hereto.

SECTION 2. Salary Payment Procedure

A pay period shall cover fourteen (14) calendar days and shall start on a Friday at 7:00 A.M. and ends at 4:30 P.M. on Thursday two weeks thereafter. Employees shall be paid approximately six (6) days after the end of a pay period, usually on a Thursday.

SECTION 3. Authorization for Salary Increases

The District Manager shall have discretion to give salary increases in accordance with the attached payroll schedule, Appendix A, B, C and D of this Resolution.

SECTION 4. Pay for New Employees

- A. A new employee shall be paid at the recruiting rate of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Section 4.B, below.
- B. The District Manager may authorize the appointment of any employee at any step or pay within the salary range of the classification. Such appointments shall be made only when the District Manager makes a determination that there is a direct benefit to the District from such an appointment and that the applicant's previous training and experience enables him/her to make a greater contribution than a less experienced employee.

SECTION 5. Merit Increase within Range

- A. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the District Manager. No merit increase will be given if the employee received an overall substandard evaluation for the review period.
- B. A new, re-employed, or promoted employee in a regular permanent/probationary, or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military Leave) or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of an additional one year [fifty- two (52) week] interval subject to the same postponement for Official Leaves of Absence or suspensions.
- C. An employee in a part-time regular permanent/probationary, or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular permanent or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply

toward merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

- D. Merit increases may be granted for one (1), two (2), three (3), or four (4) steps within the salary range based upon the employee's performance. Standard performance shall earn a two (2) step merit increase. An employee's department head may recommend a merit increase every twelve (12) months.
- E. If, in the District Manager's judgment, the employee's performance does not warrant a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the District Manager shall complete the structured performance rating and defer a decision regarding the merit increase any number of pay periods he or she chooses, but not to exceed thirteen (13) pay periods. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured performance rating prior to the end of the thirteenth pay period. Effective date of merit increase shall be at the discretion of the District Manager.
- F. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.
- G. The District Manager may also reallocate the salary rate of an existing extra help employee to any step or pay rate within the salary range upon the recommendation of the employee's supervisor and department head for exemplary service and performance after six (6) months of service.

SECTION 6. Salary on Promotion

A regular permanent/probationary, or limited-term employee who is promoted to a position in a class with a higher pay range shall receive the higher of the following rates:

- A. The recruiting rate for the higher class; or
- B. For employees promoting to a higher class, a two (2) step increase over the salary received prior to promotion; or
- C. For employees promoting to a class allocated to a range which contains fixed steps, such higher amount which is closest to a two (2) step increase on the range over the salary received prior to promotion, not to exceed the top step of the new salary range. A new merit increase eligibility date shall be established for such employees which shall be the first day of the pay period following completion of six (6) months of continuous service in the new class.

SECTION 7. Salary on Reassignment

- A. When a regular permanent/probationary, or limited-term employee is reassigned from one class to another class with the same rate of pay or with a lower recruiting rate, the employee's salary shall not change. If the position into which the employee is reclassified has the same salary range but a higher recruiting rate, the employee's salary shall be advanced the percentage difference between recruiting rates. Such employees shall not serve a new probationary period and their merit increase eligibility date will remain the same.
- B. When a regular permanent/probationary, or limited-term employee is reassigned from one class to another class with the same salary range but a lower recruiting salary range, the employee's rate of pay status, probation status and merit increase eligibility date, if applicable, remain the same.
- C. When a regular permanent/probationary, or limited-term employee is involved in a series of reassignments among classes with different recruiting rates, the employee's salary and merit increase eligibility date, if applicable, shall be determined by the District Manager.

- D. When a probationary or limited-term probationary employee is reassigned from a class on one salary range to a class on another salary range, the employee shall be placed at the closest rate that does not involve a salary reduction but not to exceed the maximum rate in the range. Such an employee's probation status and merit increase eligibility date will remain the same.

SECTION 8. Salary on Reduction

A. Disciplinary Reductions

1. When a regular permanent/probationary, or limited-term employee is reduced for disciplinary reasons, the employee's salary shall be reduced to such lower amount which is closest to a two (2) step decrease on the range assigned to the lower class, or the top step of the salary range, whichever is lower, as so determined by the District Manager.
2. FLSA Exempt employees shall not have their salary reduced for less than a one (1) week period.

B. Unsatisfactory Performance Reductions

When a regular permanent/probationary, or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. Non-disciplinary Reductions

1. When a regular permanent/probationary, or limited-term employee is reduced for physical disability or other non-disciplinary reasons, the employee shall receive the highest salary in the lower salary range that does not exceed the employee's rate of pay immediately prior to reduction. When a probationary or promotional probationary employee is reduced for physical disability or other non-disciplinary reasons, the employee shall have the salary status and, if applicable, the merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.
2. When a regular permanent/probationary, or limited-term employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:
 - a. If the salary of the employee is the same or less than the maximum rate in the new pay range, the salary of the employee shall not change.
 - b. If the salary of the employee is greater than the maximum rate in the new pay range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum rate in the new pay range exceeds the salary of the employee.

SECTION 9. Salary on Reclassification

The salary of a regular permanent/probationary, or limited-term employee whose position is reclassified shall be determined as follows:

- A. If the position is reclassified to a class with the same salary range, the salary of the employee and merit increase eligibility date, if applicable, shall be set as in Section 7 above Salary on Reassignment.

- B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Section 6 above, Salary on Promotion, or at the discretion of the District Manager, the salary of the employee shall not be changed.
- C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Section 8. above, Salary on Reduction.

SECTION 10. Salary on Reemployment

- A. A person who is reemployed (an employee who is rehired within 15 days of leaving the District) in the same occupational series in which the person held regular permanent status and was separated in good standing, may upon approval of the District Manager be appointed at a step or rate higher than the recruiting rate, but no higher than the step on the range the person occupied at the time of separation.
- B. Retirees
 - 1. A former District employee on paid OCERS or CalPERS retirement may be reemployed for no more than nine hundred sixty (960) hours in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.
 - 2. A former District employee on paid OCERS retirement who retired under an early retirement incentive plan may be employed for not more than seven hundred twenty (720) hours in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

SECTION 11. Change in Salary Allocation

If a class is reassigned to a higher pay range, the Board, or where appropriate the District Manager, shall determine the amount of increase, if any, each employee in the class shall receive, not to exceed an eleven (11) percent increase provided the employee's rate shall not fall below the new payrange.

SECTION 12. Additional Compensation

Notwithstanding anything in this Personnel and Salary Resolution to the contrary, when in the judgment of the Board it becomes necessary or desirable to utilize the services of District employees in capacities other than those for which they are regularly employed, the Board may authorize an additional rate of compensation for such employees.

SECTION 13. Incentive Pay (Longevity Pay)

Employees are qualified for incentive pay when they have completed the years of District service listed below:

<u>Years Completed</u>	<u>Percent Increase, Limited To</u>
20	2.75%
25	5.50%
30	8.25%

The following provisions shall apply:

- A. Based entirely on merit.
- B. Recommended by Supervisor.
- C. Increase is over step nine (9) of the current salary range.

- D. Increases shall not be added together as further years of service are completed. Percentage increases are flat amounts.

SECTION 14. Bilingual Pay

Qualified employees who meet the following criteria shall receive an additional thirty (30) cents per hour (approximately fifty-two [52] dollars per month) for all hours actually paid.)

- A. An employee must be assigned by the District Manager to speak or translate a language in addition to English. This may include such specialized communication skills as sign language.
- B. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
- C. To become qualified, employees must be certified as qualified by the District Manager.
- D. Bilingual pay shall not apply to workers' compensation supplement pay.

SECTION 15. Art Pay

Employees qualified to provide art services to the District and whose art work has been approved by the District Manager shall be entitled to receive two hundred (200) dollars per month. A determination regarding eligibility shall be made by the District Manager.

SECTION 16. Tool Pay

Employees who voluntarily utilize their own mechanical tools for District related purposes to accomplish their employee duties and responsibilities, as they relate to the District and their designated positions, are eligible to receive sixty (60) dollars per month. A determination regarding eligibility shall be made by the District Manager.

SECTION 17. Carpool Incentive

Employees who carpool with other District employees a minimum of 4 days per week are eligible to receive an incentive of \$20 per pay period. In order to receive the incentive, the following guidelines must be met:

- (1) Carpool groups must consist of at least two District employees who carpool at a minimum of 4 days each workweek.
- (2) Each member of the carpool group must complete a District carpool enrollment form which will include:
 - a. Names of the members of the carpool group.
 - b. Days of the week that the group carpools.
 - c. Acknowledgement that the employee understands he/she must notify the District immediately should the status of their carpool group change or risk removal from the Carpool Incentive Program.
 - d. District Manager approval.

Section 18. Special Assignment Pay

During the peak mosquito breeding time of the year, the District hires a number of seasonal extra-help employees to assist with various areas of District operations. Employees who temporarily perform team lead duties over seasonal extra-help employees during these peak times of the year may be entitled to a special assignment increase while they are performing such duties. A special assignment pay may be granted to an employee provided that the employee is clearly performing specific duties above and beyond that required

by his/her classification (while not assigned or authorized to be filling a position out of classification) as a result of performing team lead duties over seasonal extra-help employees. Said increase shall be an additional 3% to the employee's hourly base pay.

Employees qualify for special assignment pay by meeting the following criteria:

1. Perform team lead duties over 4 or more seasonal extra-help employees who are expected to be employed by the District for a minimum of 36 hours a week for at least 12 weeks. Team lead duties include but are not limited to:
 - Scheduling work assignments
 - Providing direction for proper treatment protocols
 - Ensuring proper seasonal work teams are established
 - Checking inspection treatment records for accuracy
 - Providing field training
 - Issuing specific tools and equipment
 - Available to address emergencies in the absence of a supervisor
2. The Department Director of the employee being considered for special assignment pay must verify that team lead duties are above and beyond that required by the employee's classification during the time the seasonal extra-help employees are employed.
3. The employee must receive final approval from the District Manager for special assignment pay.

Special assignment pay is only granted for the period of time in which the employee is performing team lead duties and will cease upon the termination of qualifying seasonal extra-help employees.

ARTICLE IV

GENERAL PERSONNEL PROVISIONS

SECTION 1. Probation

A. New Probation

1. Regular Permanent Employees

New employees in a regular permanent or limited-term position are on probation for one (1) year. This means that they are “at-will” during this time and may be terminated with or without notice or cause. An employee who fails probation shall have no right to appeal or hearing.

2. Certification Examinations

When a new employee in the Operations Department is hired as a Vector Control Inspector I, he/she will not be eligible for promotion to Vector Control Inspector II until he/she passes the Core **and** one of the three specialty subjects of the Certification Examinations given by the California Department of Health Services.

3. Part-Time Employee

A new or reemployed employee employed in a part-time position shall be placed on new probation for two thousand eighty (2080) paid hours exclusive of overtime or one (1) year, whichever is longer.

B. Promotional Probation

1. A full or part-time employee who is promoted, except temporarily, shall be placed on promotional probation, except as provided in B.2., below. An employee shall serve a probation period of twelve (12) months (2080 hours) ending with the first day of the pay period following completion of said period.

2. When a regular permanent or limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.

C. Failure of Probation

1. New Probation

An employee on new probation may be released from service at any time without right of appeal or hearing.

2. Promotional Probation

a. An employee on promotional probation may be failed at any time without right of appeal or hearing.

b. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class.

When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular permanent employee who accepts promotion to a limited-term position other than at the direction of the employee's District Manager shall not have the right to return to his or her former class.

c. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service, except as provided in Section 5.D., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, two thousand eighty (2080) hours shall equal one (1) year.
2. When the District Manager passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section 1.E. 1, 2, 3, and 4 below. No person shall pass probation without receiving an affirmative evaluation at the conclusion of the probationary period. Employees working beyond the period without an affirmative evaluation by the manager of the probationary period work of the employee shall be deemed rejected.

E. Extension of Probation Periods

1. The granting of an Official or Military Leave of Absence shall cause the employee's probation period to be extended by the length of the Official Leave or by the length of the Military Leave if greater than fifteen (15) calendar days. If the employee is on promotional probation, the extended period resulting from the Official or Military Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have his or her probation extended by the length of the suspension.
2. The District Manager shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the District receives the findings and decision for such appeal. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the District Manager and final determination of the Board.
3. The probation period of the employee may be extended at the sole discretion of the District Manager for a period not to exceed one hundred eighty (180) calendar days provided such action is approved by the District Manager before the normal probation period is completed.
4. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

SECTION 2. Performance Evaluation

- A. The District shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular permanent and limited-term full and part-time employees at least once each year, unless the employee has been absent from work, in which case the evaluation period shall be extended a number of days equivalent to the absence. Employees on probationary status shall receive an evaluation after the first six (6) months of employment, one after twelve (12) months of employment, and another evaluation after eighteen (18) months of employment, which becomes the annual date for future evaluations.
- B. The District shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee.

SECTION 3. Minimum Continuing Education Units CEU Maintenance

District employees who hold California Department of Health Services Vector Control Certificate(s) must maintain required Continuing Education Units (CEU). The California State Health and Safety Code, Section 106925 (depending on the type of agency) requires that every governmental agency employee who independently handles, applies, or supervises the use of any pesticide for public health purposes, be certified by the Vector-Borne Disease Section of the California Department of Health Services. It further requires that vector control inspectors complete a minimum number of approved Continuing Education Units (CEU), appropriate to the specialty vector control certificate(s) held.

The District will make every reasonable effort to provide time, registration fee reimbursement, and transportation for agency employees to attend approved continuing education programs. Failure to maintain minimum required CEU may result in employee reassignment or termination of employment at the discretion of District management. Regulations detailing these requirements can be found in Article 3, Section 30061, of the California Code of Regulations.

SECTION 4. Contents of Personnel File

- A. Adverse statements prepared by the District shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- B. Employee medical information shall be kept in separate individual medical files.
- C. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.
- D. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file, by appointment only, in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting his or her suspension or discharge from District service.
- E. Letters of reference and reports regarding criminal investigations concerning the employee shall be excluded from the provisions of C. and D., above. Examples of such permissibly excluded correspondence shall be from law enforcement agencies, attorney offices, etc.
- F. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.
- G. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the District Manager and the employee concerned or by an order of an arbitrator, court, or impartial hearing officer unless the particular item is otherwise required bylaw to be kept.

SECTION 5. Status of Limited-Term Employees

- A. The provisions of this Section shall be applicable to all employees entering limited-term positions.
- B. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XIII, LAYOFF PROCEDURE, which accrue to employees in regular permanent positions.
- C. A regular permanent employee who transfers, promotes, or reduces to a limited-term position on a voluntary basis and not at the direction of the District Manager shall become a limited-term regular employee.

- D. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions such employees shall maintain their original hire date for purposes of vacation and sick leave accrual, retirement, and layoff. The requirement that such employees serve a new probation period may be waived by the District Manager. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of vacation and sick leave accrual, retirement, layoff, and new employee probation.
- E. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in F., below.
- F. Regular permanent employees who transfer, promote, or reduce to limited-term positions at the direction of the District Manager shall retain their former status and retain their layoff benefits in their former layoff unit. The District Manager shall make such an order in writing prior to the date of transfer or promotion.

SECTION 6. Temporary Reclassification

- A. A regular permanent/probationary, or limited-term employee who is assigned on a temporary basis to a higher level vacant regular permanent or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work during each payroll year and the employee has been performing all of the significant duties and responsibilities of the higher class unless the employee requests to be reassigned to his or her former class. In such a case the employee shall be reassigned within five (5) working days.
- B. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the salary status he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.
- C. At the end of the employee assignment to the higher class, the employee shall have the right to return to his or her former class and section. A temporary promotion shall not exceed a period of eighteen (18) months.

SECTION 7. Re-employment of Regular Permanent Employee

A regular permanent employee who leaves District employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on District Leave for such period of time.

SECTION 8. Time Off for Selection Procedures

A regular permanent/probationary, or limited-term employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations, and interviews required by the District Manager during working hours for the purpose of determining eligibility for movement to another class in the District service.

ARTICLE V

LEAVE PROVISIONS

SECTION 1. Sick Leave

A. Accumulation of Sick Leave

Sick leave earned shall be added to the employee's sick leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates District service.

Full-Time Employees:

1. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.
2. Employees shall accrue a maximum of ninety-six (96) hours of sick leave per year with pay commencing from date of hire.
3. Extra-Help Employees:
 1. Effective July 1, 2015, or the first date of hire, whichever is later, extra-help employees scheduled to be employed by the District for at least 30 days will be eligible to accrue sick leave.
 2. Sick leave shall accrue at the rate of one (1) hour for every thirty (30) hours worked and shall carry over to the following year. Accrual of sick leave shall be capped at forty-eight (48) hours per year.
 3. Extra-help employees may use up to twenty-four (24) hours of sick leave per fiscal year commencing on the 90th day of employment with the District.

B. Permitted Uses of Sick Leave

Sick Leave may be applied to:

1. An absence necessitated to attend to the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. For purposes of this section, family member shall mean father, father-in-law, mother, mother-in-law, step-parent, or other biological, adoptive, or foster parent, brother, sister, wife, husband, registered domestic partner, biological, foster, adopted child, step-child, grandchild, grandparent, or legal guardian.
2. An absence for an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief.
3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the District that the presence of the employee on duty would endanger the health of others.
4. Illness while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
 - a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
 - b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.
 - c. The District shall be under no obligation to extend the vacation beyond the original scheduled

vacation ending date.

d. Upon the employee's return to work, the employee must furnish the District with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.

5. Full-Time Employees may use sick leave for absence from duty because of personal business not to exceed twenty (20) working hours during the fiscal year. Use of sick leave for personal business shall be designated as "sick other (SO)".

6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

C. Prohibited Uses of Sick Leave

Sick Leave shall not be applied to:

1. Absence caused by illness or injury to a member of the employee's family except as provided in B.4. or B.6., above;
2. Absences which occur on a District holiday.

D. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.
2. The District reserves the right to require a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition when the employee has been absent from work for three (3) consecutive regularly scheduled days or more, or proof of medical or dental office visits.
3. OCERS Tier I Unused Sick Leave
 - a. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who as of the date of request is eligible for OCERS Tier I paid retirement and who has accumulated unused sick leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one third (1/3) of all their accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Sections 1.C. and/or 3.B. below. The employee's sick leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Sections 1.C. and 3.B., below.
 - b. Employees hired prior to July 15, 1977, shall be paid 100% of unused sick leave upon death or District retirement.
 - c. Employees hired on or after July 15, 1977, shall not be eligible for any benefits listed in b. above.
4. Upon retirement employees shall have the option to convert unused sick time to service time under CalPERS rules.

SECTION 2. Bereavement Leave

Upon request, regular permanent/probationary, or limited-term employees shall receive necessary time off with pay, not to exceed three (3) days in any one (1) instance, to arrange for or attend a funeral of a member of their immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, step-child, grandparent, grandchild, daughter-in-law, son-in-law, registered domestic partner, or legal guardian.

SECTION 3. Leave of Absence With Pay

A. The District Manager may authorize an employee to be absent with pay from his or her regular work area for

reasons other than physical or mental illness for a period of time not to exceed one hundred twenty (120) regularly scheduled working hours per year if the Manager finds that such absence:

1. Contributes to the employee's effectiveness in his or her assigned duties and responsibilities; or
 2. Contributes to the functions and goals of the District.
- B. An employee may be absent with pay from his or her regular work area in excess of one hundred twenty (120) regularly scheduled working hours upon approval of the District Manager. Forms requesting an absence with pay from the regular work areas in excess of one hundred twenty (120) regularly scheduled hours shall be prescribed by the District Manager and shall state specifically the reason for the request and the beginning and ending dates of the absence. For purposes of this Section, regular work area shall mean the geographic area to which the employee is typically and appropriately assigned to work during the usual course of employment.

SECTION 4. Authorized Leave Without Pay

A. Official Leave

1. Upon request, a regular permanent/probationary, or limited-term employee may be granted an Official Leave of Absence without pay. Such leave, if granted, shall not exceed one (1) year except as provided in 2, below. Such leave may be authorized only after an employee's completion of a District Leave and after all compensatory and vacation accruals have been applied toward payment of the absence.
2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the District Manager. If the District Manager denies the extension of such leave, the provision of 4, below, shall not apply.
3. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give the two (2) weeks notice prior to the date he or she wants to return to work, the District shall not be required to return the employee to work until the employee gives such notice; however, the District may waive the notice or reduce the notice period at its discretion.
4. If the District Manager modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of said action, file a request with the District Manager for review by the Board. Upon such request, the District Manager shall forward a copy of the request for Official Leave to the Board for final determination. The appealing employee shall notify the District Manager whether he or she will submit his or her position in a written statement or wishes to appear before the Board. The District may present its position in the same manner as the employee presents his or her position. The Board, at its discretion, may designate one (1) or more members to hear such appeals. The decision on such appeals shall be final.
5. An Official Leave shall not be credited toward continuous service.
6. Employees shall be financially responsible for health and/or other District provided benefits while on leave without pay.

B. General Provisions

1. A request for a leave of absence shall be made upon forms prescribed by the District and shall state specifically the reason for the request, the date when it is desired to begin the leave of absence, and the probable date of return.
2. A request for leave of absence without pay shall normally be initiated by the employee, but may be initiated by the employee's Supervisor or Manager only where the employee is unable to initiate such action, except in cases where the provision of Section 11.A. apply.

SECTION 5. Official Leave for Non-Occupational Disability

- A. A regular permanent/probationary, or limited-term employee shall be granted upon request and Official Leave of Absence without pay for up to six (6) months for a non-occupational disability including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:
 - 1. A medical statement covering diagnosis, prognosis, and expected date of return and period of disability shall be submitted with the leave request.
 - 2. Such leave shall begin after all accrued compensatory and vacation time has been applied toward the absence.
 - 3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours [typically 3 years] or more.
- B. If additional leave is desired, the employee may request additional leave in accordance with Official Leave, Section 4.A., above.
- C. An employee shall not be entitled to more than one (1) such leave pursuant to this Section per twelve (12) month period.
- D. Employees shall be financially responsible for health and/or other District provided benefits while on leave, except if an employee is on Family and Medical Leave (FMLA); See Section 11, G.

SECTION 6. Absences Caused by Illness, Injury, or Pregnancy

An employee who has been treated by a physician for a serious illness or injury or who has been absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury, or pregnancy shall not be permitted to resume work until and unless the employee obtains a medical clearance from a physician, which may be designated by the District.

SECTION 7. Military Leave of Absence

A request for Military Leave of Absence shall be made upon forms prescribed by the District Manager and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return. Military Leave is governed by provisions of the Military and Veterans Code of the State of California, Section 395 to 395.5 and the Uniformed Service Employment and Reemployment Rights Act. An employee who has worked for the District for at least one (1) year before being called to duty is entitled to his or her regular salary and benefits for the first thirty (30) calendar days of active duty. When a regular permanent position is vacant due to a Military Leave of Absence, the position may be filled for the length of that leave.

Upon return from a Military Leave of Absence, the employee must provide notice in accordance with USERRA in order to be reinstated to employment with the District. If an employee would have been laid off had he or she remained in active employment with the District, he or she will not have a right to reinstatement upon return from a Military Leave of Absence. An employee absent for more than a cumulative five years shall not be reinstated.

SECTION 8. Jury Duty Leave

A regular permanent/probationary, or limited-term employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours to a maximum of 40 hours, provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the District Administrative Services Department. Fees for jury duty performed beyond 40 hours of regularly scheduled work may be retained by the employee, if the leave extension has been denied by the District Manager. An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable. Compensation for jury duty extending beyond 40 hours shall be at the discretion of the District Manager.

SECTION 9. Witness Leave

A regular permanent/probationary, or limited-term employee who is called to answer a subpoena as a witness for court appearance, during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the District Administrative Services Department. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee. Employee must provide a notice or certification from the Court Clerk verifying time spent testifying. Such verification shall be submitted to the employee's Department Head and/or the District Manager.

SECTION 10. Time Off for Voting

The District shall provide employees with reasonable time off for voting. Employee may use his or her vacation or compensatory time for this purpose.

SECTION 11. Family and Medical Leave

- A. Family and Medical Leave shall be granted to the extent required by law. Generally, all "eligible" employees are entitled to request a job-protected leave without pay of up to twelve (12) weeks in a rolling twelve (12) month period for certain family and medical reasons. Employees are eligible only if they have worked for at least one (1) year, and for 1,250 hours over the previous twelve (12) months.
- B. Leave must be granted for any of the following reasons:
 - 1. To care for the employee's child after birth, or placement for adoption or fostercare;
 - 2. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
 - 3. For a serious health condition that makes the employee unable to perform his or her job.
- C. The following conditions apply to such leave:
 - 1. The employee must provide thirty (30) days advance notice when the leave is foreseeable.
 - 2. The District may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the District's expense) and a fitness-for-duty report to return to work.
 - 3. Accrued vacation and compensatory time must be applied toward the leave. Sick leave may be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the District with a certificate signed by a licensed physician stating the period of disability.
- D. Employees may take this leave on an intermittent basis. However, the District reserves the right to transfer the employee to another position within the District which better accommodates the employee's intermittent leave or reduced schedule.
- E. Unpaid Family and Medical Leave shall not be credited toward continuous service.
- F. For employees on unpaid Family and Medical Leave, merit increase dates, probation periods, and performance evaluation dates shall be treated as if the employee were on Official Leave.
- G. During the twelve (12) weeks of Family and Medical Leave, the District will continue to pay its normal share of the employee's health insurance premiums. The employee must continue to pay the normal employee share of premiums if any.

- H. When an employee returns from a leave under this policy, they will be restored to the position held when the leave began, or to an equivalent position, with equivalent benefits, pay, and other conditions of employment.

SECTION 12. Pregnancy Disability Leave

A. Eligibility and Duration

1. Leave of Absence

Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled under this policy. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

2. Temporary Transfer Before Childbirth

Any employee affected by pregnancy is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties if the transfer is medically necessary and the transfer can be reasonably accommodated.

B. Substitution of Paid Leave for Pregnancy-Related Disability Leave

- 1. An employee taking pregnancy-related disability leave may substitute any available sick pay or accrued vacation time for her leave. If such a substitution should occur, the District may require that the paid leave not extend the total duration of pregnancy-related disability leave to which an employee is entitled.

SECTION 13. Parenthood Leave

A. A regular permanent/probationary, or limited-term employee shall be granted upon request a Parenthood Leave without pay of up to six (6) months in connection with the birth or placement for legal adoption of a child provided the employee meets the following conditions:

- 1. The requested leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.
- 2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for leave.
- 3. Such employee has completed new probation.
- 4. All accrued vacation and compensatory time has been applied toward the absence.

B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such leave within any twelve (12) month period.

C. Sick leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the District with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.

D. Pregnant employees may also apply for a Non-Occupational Disability Leave for the term of disability as provided in Section 5 of this Article.

E. Parenthood Leave shall not be credited toward continuous service.

F. For employees on Parenthood Leave, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

SECTION 14. Workers' Compensation Leave

- A. When an injury is determined to be job related in accordance with Article XIV, a regular permanent/probationary, limited-term employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made, and all sick leave has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.
- B. Workers' Compensation Leave shall continue until the employee:
 - 1. Is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
 - 2. Is determined to be physically able to return to work with medical restrictions which the District can accept, and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
 - 3. Accepts employment outside the District; or
 - 4. Accepts employment in another District position; or
 - 5. Has been found to be permanent and stationary and is not rehabilitated as provided by law; or
 - 6. Is retired pursuant to Government Code provisions.
- C. If practicable, an employee on Workers' Compensation Leave will give notice two (2) weeks prior to the date he or she is able and/or released to return to work. If an employee does not give two (2) weeks notice prior to the date he or she is able and/or released to return to work, the District shall not be required to return the employee to work until such notice is given; however, the District may waive the notice or reduce the notice period at its discretion.

SECTION 15. Catastrophic Leave

The District Manager shall establish and administer a catastrophic leave program for the District. The program shall provide for the donation of vacation and compensatory time to District employees whose personal illness or injury is expected to exceed their accrued leave balances by at least fourteen (14) calendar days. Each donation shall be a minimum of two (2) hours and a maximum of eight (8) hours. Donations exceeding the minimum requirement shall be made in whole hour increments. This provision shall not apply to employees who are receiving workers' compensation pay pursuant to Article XIV, up to 80 hours per payperiod.

To be eligible to receive catastrophic leave, an employee must be suffering from a debilitating illness or injury which is expected to incapacitate the employee or an immediate family member, including and limited to parents, children, spouse or registered domestic partner, for an extended period of time and which creates a financial hardship due to the exhaustion of all accrued leave.

SECTION 16. Parent Student Leave

- A. Employees may take leave up to forty (40) hours each year (up to eight (8) hours in any calendar month) to participate in activities at the employee's child's school or day care facility.
- B. The employee must use existing vacation time or compensatory time off while participating in the child's school or child care activities. If the employee does not have any accrued time off, the employee may use time off without pay.
- C. Prior to taking such a leave of absence, as with any leave of absence, the employee must notify the immediate supervisor two days in advance of taking time off regarding participation in activities at the child's school or child care facility. The District reserves the right to request written verification from a school official, including a teacher, principal or vice-principal, of having participated in an activity at the child's school or child care facility.

ARTICLE VI

VACATION

SECTION 1. Accumulation of Vacation

- A. New employees in permanent/probationary positions, including administrative management and confidential employees shall accrue vacation in accordance with the following schedule:

<u>Years of Full-Time Continuous Service</u>	<u>Vacation Hours</u>	<u>Accrual per Pay Period</u>
0-3 (0-36 months)	80	3.08 hours
4-10 (37-120 months)	120	4.62 hours
11+ (121+ months)	160	6.15 hours

- B. Administrative Management and Confidential employees shall in addition to the schedule referred to in A. (above), earn forty (40) hours (1.54 per pay period) per fiscal year of additional vacation. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period during which the employee terminates District services.
- C. A new employee in a part-time regular permanent or limited-term position shall earn pro rata vacation in fifty-two (52) week segments. At the conclusion of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2080) hours shall be determined. That same ratio shall be applied to eighty (80) hours to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty-two (52) week period ended. An example of the pro rata formula is listed below:
[30 hrs. worked x 52 wks. = 1,560; 1,560 / 2,080 = 75%; 80 hrs. x 75% = 60 hrs. earned vacation]
- D. A new employee in a part-time regular permanent Administrative Management or Confidential employee position shall in addition to the above earn .0192 hours of vacation for each hour of pay during his or her regularly scheduled workweek. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates District service.
- E. Vacation Accrual Caps: All regular permanent/probationary, or limited-term and part-time employees (with the exception of those in Administrative Management and Confidential positions) with less than ten (10) years of service may not exceed 240 hours of vacation accruals. Those with ten (10) years of service or more may not exceed 320 hours of vacation accruals. Administrative Management and Confidential employees with less than ten (10) years of service or less may not exceed 360 hours of vacation accruals and with ten (10) years of service or more may not exceed 480 hours of vacation accruals.

SECTION 2. General Provisions

- A. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
- B. Regular permanent full-time employees, on Official Leave of Absence, with ten (10) years of District service or more, shall have his or her vacation accumulation schedule postponed a number of calendar days equal to the Official Leave (See Article VI, Section 1., Accumulation of Vacation.).
- C. When an employees' District service consists of part-time regular service or a combination of full-time regular permanent and part-time regular permanent service, both periods of service shall apply towards the required ten (10) years (Article VI, Section 1.C.) of District service, with the part-time service being applied proportionately to the appropriate full-time interval.
- D. Additional vacation earned during the period of vacation may be taken consecutively.

- E. In any use of vacation, an employee's account shall be charged to the nearest quarter hour, except as provided in Article V, Section 16, and Catastrophic Leave.
- F. Vacations shall be scheduled for employees by their section; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- G. The District may not require an employee to cancel a scheduled and approved vacation except in cases of emergency.
- H. Illness while on paid vacation will be charged to sick leave rather than vacation only under the conditions specified in Article V, Section 1.B.5.
- I. An employee separating from District service for reasons other than paid District retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from District service by way of paid District retirement may elect either to take time off for his or her vacation or to be paid for his or her vacation in a lump sum payment.
- J. Not more than once in each fiscal year, an employee may request to be paid for accrued vacation in either two increments of thirty (30) hours each or one increment of sixty (60) hours; and Administrative Management and Confidential employees may request to be paid for accrued vacation in either two separate increments of forty (40) hours each or one increment of eighty (80) hours during each fiscal year.

ARTICLE VII

HOLIDAYS

SECTION 1. Holidays Observed

A. District employees shall observe the following holidays:

New Year's Day
Martin Luther King, Jr.'s Birthday
Lincoln's Birthday (February 12)
Washington's Birthday (Presidents' Day)
Memorial Day
Independence Day
Labor Day
Columbus Day (Second Monday in October)
Veteran's Day (November 11)
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

B. When a holiday falls on a Sunday, the next day shall be observed as the holiday.

C. When Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.

D. When any other holiday falls on a Saturday, eight (8) hours of compensatory time shall be credited to each regular permanent/probationary, limited-term employee's account, with a prorated amount credited for a part-time employee.

E. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this agreement (commonly known as Good Friday), shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

SECTION 2. Eligibility for Holiday Pay

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With District approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

C. An employee who is terminating employment for reasons other than paid District retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

D. Only regular permanent/probationary, or limited-term employees shall be eligible for holiday pay.

SECTION 3. Holiday Pay

A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive eight (8) or nine (9) hours pay computed at the employee's basic hourly rate according to the employee's regularly scheduled work hours. A part-time employee scheduled to work but permitted to

take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work to a maximum of nine (9) hours of holiday pay.

B. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.
2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

C. Compensation for Work on Holidays

1. An employee who is required to work on Columbus Day, Veteran's Day, Day After Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked.
2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, or Thanksgiving Day shall receive pay computed at one and one-half (1-1/2) times the employee's basic hourly rate for the number of hours actually worked.
3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in C.1. or 2 of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

D. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation balance.

E. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of his or her agreement, shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

F. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the District. Employees shall be paid for all compensatory time in excess of one hundred twenty (120) hours.

ARTICLE VIII

EMPLOYEE RECOGNITION

SECTION 1. Employee Anniversary Recognition

- A. The District shall recognize all full-time employee anniversaries in five (5) year increments. Employees will be recognized for their anniversary in January following the completion of the full calendar year their anniversary fell in. (Example: An employee's 5 year anniversary is on March 25, 2006. The employee shall be recognized for their anniversary in January 2007.)
- B. Recognized employees shall be given compensatory (comp time) hours as a reward. Time shall be granted at the discretion of the District Manager according to the following guidelines:
 - 1. 5 year anniversary - eight (8) hours comp time.
 - 2. 10 year anniversary - sixteen (16) hours comp time.
 - 3. 15 year anniversary - twenty-four (24) hours comp time.
 - 4. 20 year anniversary - thirty-two (32) hours comp time.
 - 5. 25 year anniversary - thirty-two (32) hours comp time.
 - 6. 30 year anniversary - forty (40) hours comp time.
- C. 35+ year anniversary - Any employee who is recognized for a 35+ year anniversary shall receive forty (40) hours of comp time. Anniversaries recognized over 35 years shall be in increments of five (5) years (Example: 40 years, 45 years, etc.) Employees recognized for anniversaries at 35 years or more shall not receive more than forty (40) hours of comp time at each anniversary.
- D. In addition to an employee receiving comp time as a reward, the District Manager shall also have the discretion to give additional rewards to each employee recognized (example: gift certificates, movie tickets, etc.).

SECTION 2. Employee of the Year Recognition

- A. The District shall recognize one (1) seasonal or part-time employee and one (1) full-time employee each year. Both recognized employees shall be deemed "Employee of the Year" for the two classes of employment listed above. Employees chosen for such recognition shall be at the discretion of the District Manager.
- B. Employee's deemed "Employee of the Year" shall be given comp time as a reward. Time shall be granted at the discretion of the District Manager according to the following guidelines:
 - 1. Full-time "Employee of the Year" - forty (40) hours of comp time.
 - 2. Seasonal or Part-time "Employee of the Year" - forty (40) hours of comp time.
- C. In addition to an employee receiving comp time hours as a reward, the District Manager shall also have the discretion to give additional rewards to each employee recognized (example: gift certificates, movie tickets, etc.).

ARTICLE IX

REIMBURSEMENT PROGRAMS

SECTION 1. Mileage Reimbursement

An employee who is authorized to use a private automobile in the performance of his/her duties shall, for mileage driven during each monthly period, be paid at the current IRS mileage rate.

SECTION 2. Personal Property Reimbursement

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

SECTION 3. Auto Allowance

Administrative Management employees have the option of use of a District vehicle or a monthly auto allowance in the amount of \$400.

SECTION 4. Employee Cafeteria Benefit Plan

- A. Through December 31, 2013 eligible employees shall be entitled to select benefits from those listed below (Section B) at a cost to the District. Administrative Management and Confidential employees shall be eligible for two thousand four hundred (2,400) dollars each calendar year; Supervisory employees shall be eligible for one thousand eight hundred (1,800) dollars each calendar year, and all other permanent and probationary employees shall be eligible for one thousand four hundred (1,400) dollars each calendar year.

Effective January 1, 2014, the Employee Cafeteria Benefit Plan will be terminated. All pending reimbursement requests must be submitted by December 31, 2013. Beginning January 1, 2014, Health Plan Allowance amounts will be adjusted per Article XVI, Section I.

- B. The purpose of the plan is to provide options to individual employees to best meet the needs of themselves and dependents while: 1) enhancing the employee's expertise and skills on the job, and/or 2) relieving the employee of external influences which might impair his/her performance.

The reimbursable options available shall include the following types of benefits:

1. Professional conferences which are job related (employees only) including fees and other expenses while attending;
2. Professional memberships, licenses, and certificates which are job related (employee only);
3. Professional journals and periodicals (employee only) which are job related;
4. Health/accident;
 - a. Health programs (employee and/or dependents) such as stop smoking, weight and stress reduction and physical, mental and/or emotional health related counseling for individual and/or family not covered or partially covered through existing plans;
 - b. Out-of-pocket premiums for health, dental, vision, and life insurance; disability, salary continuance, accidental death and dismemberment (AD&D), and long term care. Reimbursable premiums may be for employee, employee's spouse, or employee dependent(s).
 - c. Health club memberships.

- C. Eligibility - a regular permanent/probationary, or limited-term employee is eligible to receive the optional benefit provided he or she is continuously employed with the District. Part-time employees working twenty (20) hours or more in a workweek will be eligible to receive fifty (50) percent of the optional benefit amount available to full-time employees. Employees hired or promoted after the commencement of a plan (January of each year) will be eligible for the optional benefit on a prorated basis beginning with the first full calendar month of employment or promotion.
- D. The District Manager shall administer the plan in accordance with the stated purpose. Plan periods shall coincide with the calendar year. For newly eligible employees, the amount available to the employee will be prorated based on months of eligibility not to exceed specified totals in Section 4.A. above. Eligible expenses to be reimbursed must be incurred during the calendar year. Claims for reimbursement may be filed twice a calendar year; once at the end of June and once at the end of December.
- E. Any portion of the optional benefit not claimed within the calendar year, shall remain District funds.
- F. Claims shall be submitted on forms provided by the District on which claimant indicates eligible expenses supported by evidence of payment on receipt. If evidence of payment is a copy of an original document, the copy must be clear and legible. The District will approve for payment only those claims that are accompanied by evidence of payment or receipt and signed by the claimant certifying under penalty of perjury that the information is true and correct.

SECTION 5. Safety Boot Reimbursement

Eligible regular permanent/probationary, and limited-term full-time field operations employees will be entitled to receive up to \$150 per fiscal year for reimbursement of the purchase of safety boots. In order to receive the reimbursement, employees must provide an original purchase receipt. Boots must have been purchased in the employee's name. If not in employee's name, authorization from the District Manager must be obtained prior to purchase.

ARTICLE X

TUITION REIMBURSEMENT

SECTION 1. Objective

The tuition reimbursement program is designed to encourage employees to continue their self-development by enrolling in classroom courses, which will:

- A. Educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs;
- B. Help prepare them for advancement to positions of greater responsibility in the District service.
- C. Lead to the attainment of a college degree.

SECTION 2. Eligibility of Courses

The following criteria shall be used in determining the eligibility of courses for tuition reimbursement:

- A. Courses must be related to the work of the employee's position of occupation or be required of the degree program the employee is enrolled in.
- B. Courses must be taken on employee's time.
- C. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent attendance at courses offered locally.
- D. The prerequisite courses for eligible courses are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
- E. Courses are not eligible for tuition reimbursement if they:
 - 1. Are taken to bring unsatisfactory performance up to an acceptable level;
 - 2. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed;
 - 3. Duplicate available in-service training;
 - 4. Duplicate training which the employee has already had.
- F. Conventions, nonacademic workshops, institutes, etc., are not ordinarily included in the tuition reimbursement program because such programs often are given by non-accredited institutions, involve District time, considerable travel expense, and are not easily comparable to any other programs. However, with the approval of the District Manager, exceptions may be made for individual requests if: 1) an employee can only receive a specialized course from a nontraditional institution, and 2) the program meets the other criteria previously outlined.

SECTION 3. Eligibility of Employees

Full-time regular permanent/probationary, or limited-term employees, performing their jobs satisfactorily, are eligible for reimbursement.

SECTION 4. Nature of Reimbursement

- A. Reimbursement may be made for tuition, registration fees, and laboratory fees. Expenses for parking, travel, meals, and books, processing fees for admittance to a university or college, and other incidental costs are not reimbursable.
- B. Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of "C" or its equivalent in an undergraduate course, or "C" or its equivalent in a graduate level course. No reimbursement shall be made for audited courses or incomplete courses.
- C. Reimbursement shall be limited as follows:
 - 1. The maximum reimbursement that may be received by an employee from the District in one (1) fiscal year shall be two thousand five hundred dollars (\$2,500) for courses beginning the first semester after January 1, 2005. It is intended that this program be administered to assist as many qualified employees as possible and the two thousand five hundred dollars (\$2,500) mentioned here is established as a maximum and not as a guarantee.
 - 2. Reimbursement received from other sources for tuition, registration fees, and/or lab fees will be deducted from the cost of such expenses in determining the amount which the District will pay.

SECTION 5. Request Procedure

- A. The employee shall apply for tuition reimbursement through their Department Head, on forms provided by the District prior to the starting date of the course.
- B. The District Manager shall evaluate the request for reimbursement and make the final approval or denial.
- C. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the District as soon as possible.
- D. Upon being informed on certification by the District, the Administrative Services Department shall issue a warrant to the employee for reimbursement.

ARTICLE XI

DISCIPLINARY ACTION

SECTION 1. Authority for Disciplinary Action

Discipline may be imposed only, for just cause and utilizing the concept of progressive discipline, in all cases by the District Manager. Only suspensions, non-probationary demotions, reductions in pay, and discharges imposed by the District Manager may be appealed to the Policy and Personnel Committee of the Board of Trustees. All other discipline imposed by the District Manager shall be final.

SECTION 2. Responsibility

It is the Board's intent to continue its policy of delegating to the District Manager the full responsibility and authority to discipline and discharge employees.

SECTION 3. Reprimand and Substandard Performance Evaluation

A. Written Reprimand

If the reprimand is in writing, the Department Head shall give the employee a copy and forward a copy to the District Manager for review and retention in the employee's personal history file. A written reprimand shall contain a description of the events which necessitated the action, specific expectations of change by the employee, and notice of further action in the event a change by the employee does not occur. An employee shall have the right to attach a written rebuttal and/or appeal to the District Manager.

B. Performance Evaluations

Any employee shall have the right to attach a written rebuttal and/or appeal to the District Manager.

C. Nature of Appeal to District Manager

An employee's opportunity to appeal to the District Manager is not intended to be an adversarial hearing. An employee has the right to have a representative of his/her own choosing at the meeting. The employee need not be accorded the opportunity to cross-examine a department's witnesses, nor to present a formal case in opposition to the proposed discipline or performance evaluation. However, the limited nature of this response does not obviate the District Manager's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the Department Head's information leading to the discipline proposal or performance evaluation. An employee may elect not to respond, thereby waiving any further response.

SECTION 4. Emergency Suspensions of Five Days or Less

A. In suspending a regular permanent or limited-term employee for five (5) days or less, when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property, the employee shall:

1. Whenever practicable, be given an opportunity to respond to the proposed suspension to District Manager;
2. Be informed of the employee's right to representation in the response;
3. Be informed of the employee's right to appeal should the proposed suspension become final.

- B. In such emergency suspension, the procedural requirements of Section 5, below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

SECTION 5. Pre-Disciplinary Hearing for Suspension, Reduction, or Discharge

- A. In suspending, demoting (non-probationary), reducing pay, or discharging a regular permanent or limited-term employee in a non-emergency situation, a written notice of such proposed disciplinary action shall be served on the employee personally and privately, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:
 - 1. A description of the proposed action and its effective date(s);
 - 2. A statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
 - 3. Copies of material on which the proposed action is based;
 - 4. A statement of the employee's right to respond, either verbally or in writing, prior to the effective date of such proposed action;
 - 5. A statement of the employee's right to representation;
 - 6. A statement of the employee's right to appeal should such proposed action become final.
- B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond, either orally or in writing, at the employee's option, to the District Manager.
- C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.
- D. An employee may represent himself or herself or may choose someone to represent him/her in a hearing pursuant to this Article.
- E. An employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action prior to the effective date of such action except that such written notice may be given after suspension pursuant to Section 4., above.
- F. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Article XIII.
- G. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Article XIII.

SECTION 6. Suspension

- A. No regular permanent or limited-term employee shall be suspended except for cause.
- B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
- C. In accordance with District provisions, an appeal of suspension may be initiated pursuant to Article XIII.

SECTION 7. Reduction

- A. No regular permanent or limited-term employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for cause.

- B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.
- C. In accordance with District provisions, an appeal of reduction for reasons of unsatisfactory performance or physical disability may be initiated pursuant to Article XIII.

SECTION 8. Discharge and Right of Appeal

- A. Regular permanent or limited-term employees may only be discharged for cause. No proposed discharge shall be effected unless approved by the District Manager.
- B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.
- C. In accordance with District provisions, a discharge may be appealed pursuant to Article XIII.

SECTION 9. Automatic Resignation / Absence without Authorization

- A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation from District employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.
- B. If an employee does not have prior authorization to be absent from work, such employee may request specific authorization from the District Manager prior to the expiration of the time limit specified in A., above.
- C. When an employee has been absent without authorization and the District plans to invoke the provisions of 9.A., above, at least ten (10) calendar days prior to accepting and entering an automatic resignation, the District shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:
 - 1. A statement of the District's intention to accept and enter the employee's automatic resignation and its effective date;
 - 2. A statement of the reasons for considering the employee to have automatically resigned;
 - 3. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 - 4. A statement of the employee's right to representation;
 - 5. A copy of the automatic resignation provisions which apply to the employee;
 - 6. A statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the employee has waived any right to appeal the automatic resignation.
- D. An automatic resignation shall not be accepted and entered if the employee: 1) responds to the notice before the effective date; 2) provides an explanation satisfactory to the District Manager as to the cause of the unauthorized absence and the reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons; and 3) is found by the District Manager to be ready, able and willing to resume the full duties of his or her position.
- E. An employee who is permitted to continue his or her employment pursuant to C. and/or D., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the District Manager determines

it is appropriate to use sick leave, compensatory time, vacation or other paid leave to cover the absence.

- F. Notwithstanding any other provision of this Section, the District Manager may rescind an automatic resignation.
- G. In the event that disciplinary action is exercised by the District Manager under Article X, Section 1. (Authority for Disciplinary Action), the affected employee may file an appeal pursuant to Articles XI and XIII.

ARTICLE XII

GRIEVANCE PROCEDURE

SECTION 1. Purpose

The purposes and objectives of the grievance procedure of the Orange County Mosquito and Vector Control District are to:

- A. Encourage a settlement of disagreements informally at the employee-supervisory level. Provide an orderly procedure for grievances through several supervisory levels when necessary.
- B. To assure fair and equitable treatment of all employees; for harmonious relations between employees, supervisors, and management.
- C. Resolve grievances as quickly as possible and correct, if possible, the causes of grievances, thereby reducing the number of grievances of future similar complaints.

SECTION 2. Definitions

For the purpose of this grievance procedure, the following definitions will apply:

- A. Employee or District Employee: Any officer or employee of the Orange County Mosquito Vector Control District, except an appointed Trustee.
- B. Employee Representative: A person who appears on behalf of the employee.
- C. Grievance: Any dispute concerning the interpretation or application of rules or regulations governing personnel practices or working conditions, or of the practical consequences of District rights, decision on wages, hours, and other terms and conditions of employment.
- D. Immediate Supervisor: Individual who assigns, reviews, and directs the work of employee.
- E. Department Head: The individual to whom an immediate supervisor reports.
- F. District Employee Relations Officer: The District's principal representative in all matters of employee-employer relations shall be the District Manager or his/her duly authorized representative.

SECTION 3. Non-Reviewable Grievances

A grievance is not reviewable under this procedure if it is a matter which:

Is reviewable under some other administrative procedure and/or rules of the Orange County Mosquito and Vector Control District, such as:

- A. Applications for changes in title, job classification, benefits, or salary.
- B. Appeals arising out of work performance evaluations.
- C. Appeals of Discipline pursuant to Article XIII.

SECTION 4. General Provisions

- A. Procedure for presentation. In presenting his or her grievance, the employee shall follow the sequence and procedure outline in Section 5.

- B. Prompt presentation. The employee shall discuss his or her grievance with his or her immediate supervisor promptly after the act or admission of management causing the grievance.
- C. Statement of the grievance. The grievance shall be written and shall contain a statement of the specific situation, act, or acts which led to the grievance, as well as:
 - 1. The adverse effect suffered by the employee, and
 - 2. The relief sought.
- D. Employee representative. The employee may choose someone to represent him/her each step after the first step in the procedure; i.e., any step after formal discussion with his or her immediate supervisor. No person hearing a grievance need recognize more than one representative for any employee at any one time unless he or she so desires.
- E. Attend to during working hours. Whenever possible, grievances will be attended to during regularly scheduled working hours of the parties involved.
- F. Extension of time. Time limits in which the action must be taken or decision made are specified in this procedure but may be extended by mutual written consent of the parties involved. The statement of duration of such extension of time must be signed by both parties involved at the step to be extended.
- G. Consolidation of grievances. If the grievances involved are a group of employees or if a number of employees file separate grievances on the same matter, the grievances may be handled as a single grievance.
- H. Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.
- I. Reprisal. The grievance procedure is intended to assure a grieving employee the right to present his grievance without fear of disciplinary action or reprisal. Attempt should be made to settle any problems through channels other than filing formal grievances. At any time the Employee Relations Officer's Representative may be contacted.
- J. Time off. The grievant and his/her representative, if any, may have a reasonable amount of time off without loss of compensation to prepare and present the grievance. Time off shall be determined by and is at the discretion of the District Manager.

SECTION 5. Grievance Procedure Steps

The following procedure should be followed by employees submitting a grievance pursuant to this policy:

- A. Discuss with the supervisor. The employee shall discuss his/her grievance with his/her immediate supervisor informally within two working days following the day the grievable incident occurred. The supervisor shall give his/her decision to the employee within two working days after the discussion.
- B. Present written grievance to the District Manager. If the employee and supervisor cannot reach an agreement as to solution of the grievance, or the employee has not received a decision within two working days limit, the employee, within two working days, may present his/her grievance in writing to his/her supervisor, who shall endorse his/her comments thereon and present them to the District Manager. The District Manager shall consider the grievance and give his/her written decision to the employee within five working days after receiving the grievance.
- C. Appeal to the Board of Trustees

An employee desiring to appeal the District Manager's decision shall have ten (10) days after receipt of the

response to file an appeal. The employee's request for appeal must be addressed to the District Manager and received in the District Manager's office so that same date is stamped by the District Manager's office within the (10) day period.

If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the District Manager shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the District Manager, an appeal hearing shall be established as follows:

1. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the District and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet, or confer by telephone, to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
2. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the District Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
3. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
4. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
5. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
6. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first-called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (District, hearing officer, employee/employee representative) mutually agree that same is not necessary.
7. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
 1. The Grievant shall be permitted to make an opening statement;
 2. The District shall then be permitted to make an opening statement;
 3. The Grievant shall produce the evidence on his/her part; the Grievant bears the burden of proof and

burden of producing evidence;

4. The District may then open its defense and offer its evidence in support thereof; the District bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case,
6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
8. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. The opinion shall set forth findings of fact and conclusions.
9. The hearing officer may recommend sustaining or rejecting any part of the grievance. The hearing officer's opinion and recommendation shall be filed with the District Manager with a copy sent to the Grievant, and shall set forth his/her findings and recommendations.
10. Within ninety (90) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the District and the Grievant), whichever date is later, the Policy and Personnel Committee of the Board of Trustees (Committee) shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which rejects the recommendation of the hearing officer, the Committee shall order and read the transcript. Prior to making a decision which supports the hearing officer, the Committee may order and read the transcript, at its option. The Committee shall not conduct a de novo hearing. The Committee may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the Committee shall be final and conclusive. Copies of the Committee's decision, including the hearing officer's recommendation (s) shall be filed where appropriate, including the Grievant's personnel file.
11. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.
12. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

SECTION 6. Applicable Employees

This Grievance Procedure is applicable to each District employee.

ARTICLE XIII

DISCIPLINARY APPEALS

SECTION 1. Purpose

To provide a formalized procedure for appeals of discipline which constitute the deprivation of a significant property right such as suspensions, reductions in pay, demotions, and terminations.

SECTION 2. Nature of Appeal

Employees dissatisfied with the District Manager's decision, after having received pre-disciplinary due process, may receive a hearing before the Policy and Personnel Committee by filing a timely appeal in compliance with Section 3, below.

SECTION 3. Filing Requirements

An appeal must be filed within fifteen (15) days of receipt of the District Manager's decision. If an appeal is not filed within that time period, it shall not be effective, and the employee shall be deemed to have waived the right to a hearing. To be effective an appeal must contain the following information:

- A. If the employee is alleging a disagreement over facts, a statement regarding what facts, if any, are in dispute. If there is no dispute over the facts, the appeal should so state.
- B. If the employee is alleging abuse of discretion by the District Manager in imposing disciplinary action on him/her, a statement setting forth the manner in which the District Manager abused his discretion. Specifically, the statement must show that the District Manager has exceeded or acted without authority; that the employee was denied procedural due process; or that the disciplinary action imposed was not warranted by the facts of the situation.
- C. The remedy being sought by the employee.

SECTION 4. Appeal Procedures

Any permanent employee shall have the right to appeal any termination, suspension, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to those positions which may be deemed exempt or to probationary employees. The appeal process shall not be applicable to verbal and written reprimands, probationary demotions, performance evaluations and denial of performance increases. An employee desiring to appeal the appointing authority's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the District Manager and received in the District Manager's office so that same is date stamped by the District Manager's office within the (10) day period.

If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the District Manager, an appeal hearing shall be established as follows:

- A. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the District and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet, or confer by telephone, to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
- B. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the District Manager. The parties may stipulate to a longer or

shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.

- C. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
- D. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
- E. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
- F. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first-called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (District, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- G. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
 - 1. The party imposing discipline shall be permitted to make an opening statement;
 - 2. The appealing party shall then be permitted to make an opening statement;
 - 3. The party imposing disciplinary action shall produce the evidence on his/her part; the District bears the burden of proof and burden of producing evidence;
 - 4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 - 5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case,
 - 6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- H. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a

continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. The opinion shall set forth findings of fact and conclusions.

- I. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend discipline more stringent than that issued by the Department Head.

The hearing officer's opinion and recommendation shall be filed with the District Manager with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

- J. Within ninety (90) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the District and the employee), whichever date is later, the Policy and Personnel Committee of the Board of Trustees (Committee) shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which rejects the recommendation of the hearing officer, the Committee shall order and read the transcript. Prior to making a decision which supports the hearing officer, the Committee may order and read the transcript, at its option. The Committee shall not conduct a de novo hearing. The Committee may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the Committee shall be final and conclusive. Copies of the Committee's decision, including the hearing officer's recommendation (s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the Committee.
- K. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.
- L. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the Committee, the time of such suspension, demotion or dismissal shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the Committee. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.
- M. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

ARTICLE XIV

LAYOFF PROCEDURE

SECTION 1. General Provisions

- A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.
- B. This procedure shall not apply to employees who have special or unique knowledge or skills which are of special value in the operation of the District business.

SECTION 2. Order of Layoff

- A. When a reduction in the work force is implemented, employees in regular permanent/probationary positions and those occupying limited-term positions at the direction of the District Manager shall be laid off in an order based on consideration of:
 - 1. Employment status;
 - 2. Past performance;
 - 3. Length of continuous service with the District.
- B. Layoffs shall be made by class within a section except that:
 - 1. Where a class has a dual or multiple concept, the District Manager may authorize a layoff by specialty within the class.
 - 2. Where appropriate, the District Manager may authorize a layoff by section.
- C. When two (2) or more employees have the same seniority/performance ranking, the District Manager shall determine the order of layoff for these employees.

ARTICLE XV

ON-THE-JOB INJURY, WORKERS' COMPENSATION SUPPLEMENT PAY

SECTION 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of District employment and requires medical care, the employee shall obtain treatment according to the provision of the California Labor Code Section 4600 *et seq.*

SECTION 2. Workers' Compensation Supplement Pay

- A. Prior to qualifying for Workers' Compensation benefits, an injured employee may, at his or her option, use any accrued sick leave, compensatory time, and/or vacation, in that order.
- B. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of District employment, the employee shall receive injury leave of full compensation for the first three (3) days of such absence.
- C. When absence due to this injury extends beyond the injury leave of three (3) days, the employee may be eligible to receive Workers' Compensation benefits provided through the District's workers' compensation insurance carrier. . If employee has sick leave, compensatory time, or vacation time accruals, it may be used to make up the difference between the benefits received and the employee's regular salary.
- D. Time during which an employee receives Workers' Compensation temporary disability benefits shall be counted toward the computation of District seniority and determination of sick leave and vacation earning rates.

SECTION 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a District designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed forty (40) working hours for a full-time employee or seven (7) calendar days for a part-time employee. If the absence extends beyond the applicable period, sick leave, compensatory time, and vacation may be used, at the employee's option, in that order, if the employee has such time on the books.

ARTICLE XVI

INSURANCE

SECTION 1. Health Plan Allowance

- A. The District will provide to permanent/probationary and limited-term employees a monthly allowance for District health, dental, and vision benefit plans as follows on the effective date as listed:

Effective January 1, 2015

	Employee	Employee + 1	Employee + Family
Administrative Management & Confidential Employees	\$750	\$1,200	\$1,470
Supervisory Employees	\$700	\$1,150	\$1,420
All other permanent/probationary/limited-term employees	\$670	\$1,120	\$1,390

Any unused Health Benefit Allowance may be taken as taxable income or may be deposited into the District's 457 Deferred Compensation Plan or Flexible Spending Account pre-tax. Any unused funds will not count towards the employee's base pay for purposes of calculating compensation toward retirement benefits in CalPERS or OCERS.

Employee + 1 shall be defined as a District employee and one (1) dependent.

Employee + Family shall be defined as a District employee and two (2) or more dependents.

If an employee can provide proof of medical coverage elsewhere, the employee may be eligible for a health plan reimbursement equal to that allowance provided to single employees enrolled in a District health plan.

These benefits shall be provided to all permanent or probationary employees. The District reserves the right to change the insurance carrier, coverage, and level of benefits from time to time.

Extra help and part-time employees who are reasonably expected to work 30 hours or more of service per week upon hiring or average 30 hours or more of service per week during a measurement period per the District's Look Back Measurement Safe Harbor shall be offered a health allowance equal to that of a regular, non-management/supervisory employee for single coverage. The employee must enroll in the District's health coverage in order to receive the health allowance.

Health Plan Allowance - The District provides health coverage through the California Public Employees' Retirement System (CalPERS). Coverage is provided using the "Minimum Statutory Contribution Method," as defined by CalPERS. During the term of this Agreement, the District shall make the minimum employer contribution toward health coverage that is necessary to comply with Assembly Bill 2544 (Stats. 2006, Ch. 862). The minimum employer contribution toward health coverage shall be termed "Health Allowance." Any amount offered in addition to health allowance shall be termed "Supplemental Benefit." The supplemental benefit shall be entirely controlled by the District. The sum of the 1) health allowance, and 2) supplemental benefit shall equal the individual person's health allotment.

- B. The District will contribute \$150 each month towards a District health coverage premium, for eligible extra help and part-time employees. The District shall split the health coverage premium offered to extra-help and part-time employees as described in Section 1. A. above in accordance with the CalPERS statutory minimum

contribution method. To be eligible for coverage, extra help and part-time employees must have been employed with the District for six (6) continuous months and be working twenty (20) hours per week consistently. Allotment for extra help and part-time employees shall only apply to health coverage. Extra help and part-time employees shall not be eligible for dental and/or vision coverage.

SECTION 2. Health Plan Enrollment

- A. New eligible employees will be enrolled for coverage in District health, vision, and dental plans effective the first day of the month following employment. Employees failing to elect a plan will be enrolled as a single employee in the least expensive health plan provided by the District.
- B. Terminated employees will be continued with coverage in dental and vision plans until the last day of the calendar month in which they terminate. Health coverage shall terminate at the end of the following month after separation.
- C. Employees will be given the opportunity to change medical plans and/or dependent status at date of retirement, upon certain “qualifying events”, and during open enrollment which shall occur annually. Open enrollment is determined by the District’s providers of health, dental, and vision.
- D. In all alternate health plans, the District shall permit a one (1) month period, each calendar year, during the term of this agreement, for open enrollment of employee and employee's dependents.

SECTION 3. Other Insurance Coverage

The District will provide to all eligible permanent/probationary employees the following:

- A. The District will provide long-term disability (LTD) insurance to full-time permanent/probationary and limited-term employees at no cost to the employee. The benefit is sixty (60) percent of employee’s salary up to \$5,000 per month for certified non-occupational injury or illness, after a 60 day elimination period. After the elimination period, an employee may use any available sick pay to integrate with LTD. If sick pay is used, employee shall not receive greater than sixty (60) percent of his or her salary. Employee may also use any available vacation and/or compensatory time along with LTD. In this case, employee shall not receive greater than one hundred (100) percent of his or her salary. The maximum benefit is as follows:

<u>Age when disability begins</u>	<u>Maximum payment period</u>
Under age 60	To age 65
age 60	5.00 years
age 61	4.00 years
age 62	3.50 years
age 63	3.00 years
age 64	2.50 years
age 65	2.00 years
age 66	1.75 years
age 67	1.50 years
age 68	1.25 years
age 69 and older	1.00 year

Employees shall be financially responsible for health and/or other District provided benefits while on official leave for non-occupational disability if not on FMLA. If employee is on FMLA, the District will continue to pay its normal share of the employee’s health insurance premiums for up to twelve (12) weeks, or the duration FMLA is valid. LTD provider will determine the coordination of vacation, compensatory, and sick time upon receipt of benefit.

- B. Life and Accidental Death and Dismemberment (AD&D) insurance will be provided to Administrative Management and Confidential employees in the amount of \$100,000, full-time non-management permanent

employees shall receive a \$75,000 policy, and extra help/part-time employees working 20 hours a week or more consistently and employed for six months or more, in the amount of \$25,000 at no cost to the employee. The life policy for extra help employees shall not apply to seasonal employees hired on a pre-determined seasonal basis (Example: Operations seasonal employees hired for the summer months each year). Permanent/probationary, and limited-term employees may be eligible to purchase additional voluntary life and AD&D coverage at the employees own expense.

- C. . Effective July 1, 2015, employees opting out of District health coverage shall not be eligible to enroll in dental or vision insurance through the District. Any existing employees who opt out of medical and receive District paid dental and/or vision as of July 1, 2015 shall continue to receive this benefit unless terminated by the employee.

SECTION 4. Pre-Tax Medical Premium

The Pre-Tax Medical Premium allows an employee to pay for out-of-pocket health premiums as permitted in the Internal Revenue Code. Under the plan, an employee's gross taxable salary is reduced by the amount of his or her share of the premium costs of District-provided health, dental, and vision insurance coverage.

SECTION 5. Health Coverage for Retirees

- A. For employees who shall retire after January 1, 2006, the District shall provide health coverage option for each eligible retired employee or survivor with an allotment in the amount of \$200 per month towards a District provided health plan. In accordance with CalPERS regulations, this amount will automatically increase annually by five (5) percent of the monthly contribution for employees, until such time as the contributions are equal to that of current District employees. The District's obligation shall only be to provide health coverage option for retirees and their eligible dependent(s) and/or survivor(s). The insurance carrier, the level of coverage, and the benefits provided may change from time to time.

Effective July 1, 2009 the District shall split the health coverage premium offered to retired employees as described in Section 1. A. above in accordance with the CalPERS statutory minimum contribution method. Employees who 1) retired after January 1, 2006, and 2) were hired prior to July 1, 2009, shall receive a supplemental benefit equal to \$234.05 per month; plus the CalPERS mandated retiree health allowance for the corresponding year, until such time as the contributions are equal to that of current District employees. Employees hired on or after July 1, 2009, shall only receive the CalPERS mandated retiree health allowance for the corresponding year as described in Section 1.A above.

- B. The following shall apply to annuitants that retired from the District prior to January 1, 2006: retiree/survivor shall receive the greater of the County retiree monthly health grant or the retiree contribution as described in Section 5.A. above. If the retiree/survivor receives the County health grant, this amount shall remain "frozen" until such amount is ever less than the contribution as described in Section 5.A. above. Annuitants who receive a retiree health allowance in accordance with this Section 5.B., shall not receive an increase or change in policy without formal action from the Board of Trustees.

The District shall split the health coverage premium offered to retired employees as described in Section 1. A. above in accordance with the CalPERS statutory minimum contribution method. Employees who retired prior to January 1, 2006, shall continue to receive the same level of individual County health grant, however, the total shall be split into two parts. The CalPERS mandated retiree health allowance for the corresponding year, plus a supplemental benefit needed to increase the total to that of the retired person's County grant amount.

Active employees hired on or after July 1, 2009, shall not receive the supplement benefit portion toward the retiree health allotment upon retirement. Employees hired after this date shall only receive the CalPERS mandated retiree health allowance for the corresponding year under the statutory minimum contribution method as described in Section 1.A. above.

ARTICLE XVII

DEFERRED COMPENSATION

An employee in a regular permanent/probationary, or limited-term position may, participate in offered District Deferred Compensation Plans.

The District will match up to \$140.00 per pay period of an employee's contribution to a District authorized deferred compensation plan.

Employees may elect to cancel participation in the program by signing a form provided by the Administrative Services Department.

The District Manager's matching contribution rate shall be at the pleasure of the Board of Trustees.

ARTICLE XVIII

PAYOFF/BUYBACK PROVISIONS

SECTION 1. Sick Leave Payoff

For eligible employees (those hired prior to July 15, 1977 and eligible for Tier I paid retirement), the amount of the payment for unused sick leave shall be calculated on the same basis as employee's retirement is calculated pursuant to Government Code Section 31462.1, or on the basis of the employee's salary at the time of paid District retirement or death, whichever is greater.

SECTION 2. Vacation Payoff

The amount of the lump sum payment for accrued vacation shall be calculated on the same basis as employee's retirement is calculated pursuant to Government Code Section 31462.1 or on the basis of the employee's salary at the time of separation, whichever is greater.

SECTION 3. Annual Sick Leave Buyback

An employee shall be allowed to accumulate sick leave from year to year. The first pay period in December, upon the written request of the employee, the District shall compensate the employee for either:

- A. Up to 25 percent of employee's unused sick leave for the previous 12 months. Employee must keep a minimum of 120 hours in their account; or,
- B. Up to twenty-four (24) hours of accumulated sick leave if the employee keeps a minimum of 480 hours in their account.

ARTICLE XIX

RETIREMENT

SECTION 1. Retirement Benefits for Service Prior to January 6, 2007

All regular permanent/probationary, limited-term employees shall be members of the Orange County Retirement System. Extra help employees shall not be eligible for retirement benefits.

- A. For employees hired on or before September 20, 1979.
 - 1. Such employees are provided a 2% @ 57 retirement benefit formula per Section 31676.12 of the Government Code for general.
 - 2. The retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.
 - 3. Members' normal contribution rates shall continue to be established as provided by Section 31621.5 of the Government Code for general members.
 - 4. The District will adopt employee contribution rates equal to District contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary.
- B. For employees hired on or after September 21, 1979.
 - 1. General members will be provided a 1.667% @ 57.38 retirement benefit allowance as provided in Section 31676.1 of the Government Code.
 - 2. The retirement allowance of general members will be computed upon the employee's highest three (3) years of compensation per Government Code Section 31462.
 - 3. Members' normal contribution rates shall be as provided by Government Code Section 31621.
 - 4. The District will adopt employee contribution rates equal to District contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary.
- C. Members' normal cost-of-living contributions will be adjusted subsequent to and in accordance with actuarial recommendations adopted by the OCERS Retirement Board and the County of Orange, Board of Supervisors.

SECTION 2. Retirement Benefits for Service After January 6, 2007

All regular permanent/probationary, or limited-term employees shall be members of the California Public Employees' Retirement System (CalPERS). Employees hired prior to January 6, 2007 and having service time with the Orange County Retirement System (OCERS), shall become inactive members of that system and all past service time shall remain with OCERS. Extra help employees working less than one thousand (1,000) hours in a fiscal year shall not be eligible for retirement benefits.

- A. All employees hired prior to July 13, 2012 are considered local miscellaneous members of CalPERS and are provided a 2.0% @ 55 (Section 21354) retirement benefit formula for service rendered to the District after January 6, 2007 and forward. This benefit is in accordance with Section 21354.5 of the Government Code of said Retirement Law.
 - 1. All employees enrolled in the CalPERS 2% @ 55 retirement benefit formula shall be provided the following contracted provisions:
 - a. Section 20042 (12 month Final Compensation).

- b. Section 21329 (2% Cost-of-Living Allowance, base year 2007).
 - c. Section 21574 (1959 Survivor Benefits) and Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - d. Section 21530 (Basic Death Benefit), or Section 21546 (1957 Survivor Benefit), or Section 21548 (Pre - Retirement Optional 2 Death Benefit).
 - e. Section 21620 (\$500 Death After Retirement Benefit).
2. The member contribution for the CalPERS 2% @ 55 retirement benefit formula is seven (7) percent of the each employee's reportable compensation.
- a. For all active employees the District shall pay 0% of the 7% employee contribution. Each employee shall be responsible for paying the full employee contribution through bi-weekly payroll deductions.
- B. All employees including Administrative Management (as listed in Appendix A) hired after July 13, 2012 and qualify as a "Classic Member" per CalPERS, are considered local miscellaneous members of CalPERS and shall be provided a 2.0% @ 60 (Section 21353) retirement benefit formula for service rendered to the District.
1. All employees enrolled in the CalPERS 2% @ 60 retirement benefit formula shall be provided the following contract provisions:
- a. Section 20037 (Three-Year Final Compensation).
 - b. Section 21329 (2% Cost-of-Living Allowance, base year 2012).
 - c. Section 21574 (1959 Survivor Benefits) and Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - d. Section 21530 (Basic Death Benefit), or Section 21546 (1957 Survivor Benefit), or Section 21548 (Pre - Retirement Optional 2 Death Benefit).
 - e. Section 21620 (\$500 Death After Retirement Benefit).
2. The member contribution for the CalPERS 2% @ 60 (Section 7522.2) retirement benefit formula is 7% of each employee's reportable compensation.
- a. For all active employees the District shall pay 0% of the seven (7) percent member contribution. Each employee shall be responsible for paying the full member contribution through bi-weekly payroll deductions.
- C. All employees including Administrative Management (as listed in Appendix A) hired after December 31, 2012 and qualify as a "New Member" per CalPERS, are considered local miscellaneous members of CalPERS and shall be provided a 2.0% @ 62 retirement benefit formula for service rendered to the District.
1. All employees enrolled in the CalPERS 2% @ 62 retirement benefit formula shall be provided the following contract provisions:
- a. Section 20037 (Three-Year Final Compensation)
2. Employees will pay the full employee contribution, which will be one-half the normal rate as determined by CalPERS and there shall be no employer payment of any of the required employee contribution. .

- D. Employees of the District shall be subject to a retirement cost sharing plan. The District shall be responsible for a retirement rate of up to twenty (20) percent. Said rate includes the employer and employee rate. District employees shall be responsible for all costs between twenty (20) and twenty-two (22) percent. Employees and the District shall each pay fifty (50) percent of all retirement rate increases over twenty-two (22) percent.

SECTION 3. Retirement for Extra Help and Part-Time Employees

Extra help and permanent part-time employees shall be members of the Public Agency Retirement Service (PARS). Employees are provided the PARS benefit pursuant to OBRA 90 Section 11332, IRC Sections 3121(b)(7)(F) and 457(b), which meets the meaning of the term “retirement system” as given by Section 218(b)(4) of the Federal Social Security Act.

Employees shall pay the entire 7.5 percent PARS contribution rate through automatic payroll deductions.

ARTICLE XX

DRUG AND ALCOHOL ABUSE POLICY

SECTION 1. Purpose

It is the desire of the Board of Trustees that all environments within which District employees work be safe and productive and free of the influence of illegal drugs, alcohol and/or other controlled substances. It is a further purpose of this policy that lawful prescription drugs and over the counter medications shall not impair workplace safety. The Board of Trustees is concerned with the physical safety of all employees, potential damage to property and equipment, mental and physical health of employees, productivity and work quality, medical insurance costs, and the harm done to employees and their families by the inappropriate use of controlled substances, alcohol and all drugs including over the counter drugs. "Controlled substances" shall have the same meaning as provided in California Health and Safety Code Section 11007 or any successor law.

SECTION 2. Use

- A. The use (except as prescribed by a physician), sale, possession, purchase or transfer of illegal drugs, alcohol and/or other controlled substances by any District employee on District property or work sites or while said employee is engaged in District business during working hours is prohibited.
- B. Employees are also prohibited from being under the influence of drugs, alcohol and/or controlled substances during hours of work (including all breaks).
- C. Employees should also be careful in using over the counter and prescription drugs. When the employee knows or has reason to know that such a drug may impair his ability to perform, such as by a warning not to operate machinery or a vehicle, it is the employee's duty to bring that to the attention of his supervisor immediately so that safety precautions may be taken. Failure to notify the supervisor may be cause for discipline.
- D. Commission of any of the actions described above will subject the employee to a disciplinary action up to and including termination. At the discretion of the District Manager the employee may be terminated at the first offense.

SECTION 3. Definition of "Under the Influence"

For the purpose of applying this policy, being under the influence of drugs, alcohol, or other controlled substances means being impaired in any way which would prevent the employee from fully and proficiently performing job duties, having a detectable amount of controlled substances in one's body, or having a .01 percent or more (by weight) of alcohol in one's body.

SECTION 4. Testing

- A. To ensure that employees, property, and equipment are not endangered by other employees who are involved with, or under the influence of illegal drugs, alcohol and/or other controlled substances, any employee whose conduct, appearance, speech, or other characteristics create a reasonable suspicion of involvement with or influence of said substances will be taken to a certified testing laboratory and be subject to a blood or urine examination by a qualified technician at District expense.
- B. Reasonable suspicion drug testing is defined as drug testing based on a belief that an employee is using or has used drugs in violation of the District's policy drawn from specific objective and articulated facts and reasonable inferences drawn from the facts in light of experience, and may be based upon, among other things:
 - 1. Observable phenomena, such as direct observation of drug or alcohol use and/or the physical symptoms of manifestations of being under the influence of a drug or alcohol;

2. Abnormal conduct or erratic behavior while at work, absenteeism, tardiness, or deterioration in work performance;
 3. A report of drug or alcohol use provided by reliable and credible sources and which has been independently corroborated;
 4. Evidence that an individual has tampered with a drug test, during his/her employment;
 5. Information that an employee has caused, or contributed to an accident while at work;
 6. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of illegal drugs, alcohol or other controlled substances while working or while on the employer's premises or operating the employer's vehicle, machinery, or equipment.
- C. An employee who is reasonably suspected of involvement as described above and refuses to sign the Consent and Authorization forms and/or to cooperate with the technician's exam and/or drug/alcohol testing is subject to termination.
- D. If an employee tests positive for alcohol or drugs, said employee will be transported to his/her home by a supervising employee and not allowed to drive himself/herself home.
- E. Immediately prior to reporting for drug/alcohol testing, all employees shall complete the Consent and Authorization forms to be kept on file at either the District's office or the occupational health center in which the District employs for such testing. The employee shall be informed that the failure to sign the Consent and Authorization form shall subject the employee to discipline, including discharge.

SECTION 5. Confidentiality

Orange County Mosquito and Vector Control District will not release the examination and/or test results to any other party or agency, including law enforcement agencies, without the express written consent of the employee, or pursuant to a warrant or other legal process. The District agrees to maintain the confidentiality of the examination and/or test results to the best of its ability.

SECTION 6. Disciplinary Action

- A. Presence or detection of any controlled substance or their metabolites in body fluids of an employee (unless by prescription from the employee's doctor) will result in disciplinary action up to and including termination. Presence of alcohol in excess of .01 percent or greater shall also be cause for disciplinary action up to and including termination.
- B. The decision to discipline or terminate an employee found to have used and/or be under the influence of drugs, alcohol and/or controlled substances may be waived or held in abeyance by the District Manager pending said employee's attempt at rehabilitation. The District Manager has discretion to handle each case individually with factors such as the employee's frequency of use, commitment to rehabilitation, and type of substances taken into consideration regarding the waiving of penalties.
- C. Discipline or termination that is waived or held in abeyance pending rehabilitation should be done on the condition, set forth in writing, that the employee:
 1. Successfully complete an approved rehabilitation program;
 2. Faithfully comply with maintenance and therapeutic measures (e.g., attendance at Alcoholics Anonymous or Narcotics Anonymous meetings); and
 3. Be subject to random testing without further reasonable cause.

- D. Employee who is found to have brought drugs, alcohol, or other controlled substances onto District property or work sites and/or to have provided them to other employee(s) shall be terminated without resort to a rehabilitation program.
- E. Discipline or termination should not be taken until a thorough investigation has been completed. The District should investigate any timely claim by the employee that challenges the reliability of the test results.

ARTICLE XXI

EQUAL EMPLOYMENT OPPORTUNITY POLICY AND PROCEDURE

This policy and procedure shall be known as the District Equal Employment Opportunity (EEO) Policy and Procedure. It may be referred to as the EEO Policy.

SECTION 1. Purpose

The purpose of the District EEO Policy is to insure full realization of non-discrimination and equal employment opportunity by selecting, training, and promoting employees based on their ability and job performance and to provide equal opportunities in all aspects of employment without regard to sex, race, color, ethnicity, national origin, ancestry, religion, pregnancy, age, sexual-orientation, physical or mental disability, medical condition, marital status, veterans status, citizenship, or any other protected group status. All employment related decisions will be based upon merit. Unlawful discrimination, harassment, and retaliation in any form will not be tolerated.

SECTION 2. Scope

The District's EEO Policy is applicable to all District managers, supervisors, and employees whether full-time, part-time, limited-term, or extra-help.

SECTION 3. Policy

- A. Managers, supervisors, and employees are responsible for pledging full support and commitment to a policy of non-discrimination and equal employment opportunity. This Policy is intended to comply with all federal and state non-discrimination laws, including but not limited to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Civil Rights Initiative, and federal and state leave of absence laws.
- B. Equal employment opportunity will be achieved through leadership and aggressive implementation of a program of equal employment opportunity. The program will include the periodic and systematic review of recruitment, selection, and promotional practices, attention to upward mobility, periodic training and educational opportunities and audits of progress through a review of statistics.
- C. Any person who believes he or she has been the victim of unlawful discrimination, harassment, or retaliation should report the incident immediately to his or her supervisor, manager, or District Manager. Complaints will be kept as confidential as possible. If the allegation is sustained, prompt, appropriate remedial action shall be taken.
- D. The Director of Administrative Services is charged with the responsibility for administering this Policy.

SECTION 4. Compliance Procedures

- A. All managers, supervisors, and employee are responsible for insuring that they do not illegally discriminate, harass, or retaliate in any policy, practice, or procedure on the basis of any non-merit factor such as are contained in federal and state non-discrimination law, including but not limited to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Civil Rights Initiative, and federal and state leave of absence laws.
- B. Unlawful discrimination based on a person's legally protected status under federal and state laws will not be tolerated. Discrimination includes any employment related policy, practice, procedure, or decision based upon a person's status, such as sex, race, color, national origin, ancestry, ethnicity, religion, pregnancy, age, sexual-orientation, physical or mental disability, medical condition, marital status, veteran status, citizenship status, or other protected group status rather than merit.

- C. Harassment based on a person's legally protected status under federal and state law will not be tolerated. Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's status, such as sex, race, color, national origin, ancestry, ethnicity, religion, pregnancy, age, sexual-orientation, physical or mental disability, medical condition, marital status, veteran status, citizenship status, or other protected group status. Harassment in the form of retaliation for complaints of discrimination will likewise not be tolerated. The District will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive work environment. Whenever an employee alleges harassment, or at any time where it is believed that harassment is taking place, the District will act promptly to investigate and take swift and appropriate remedial action in dealing with those found in violation of the District EEO Policy.
- D. Managers and supervisors are expected to investigate and remedy promptly all allegations of harassment or discrimination.
- E. The District is dedicated to providing equal employment opportunities to persons with disabilities. Discrimination based on a person's disability will not be tolerated. A person with a disability is one who has a physical or mental impairment or medical condition that substantially limits one or more major life activity, any person who has a past history of such an impairment, or any person who is treated as if he or she has such an impairment. To insure that persons protected by the American's with Disabilities Act and the California Fair Employment and Housing Act are considered on the basis of merit, all employment related decisions will be based upon neutral criteria to determine each candidate's ability to perform a position's essential functions with or without reasonable accommodations.
 - 1. Qualified employees with disabilities shall have the same access to benefits as employees without a disability.
 - 2. An individual with a disability should make his or her supervisor or recruiter aware of his or her need for an accommodation. When the need for accommodation has been identified, the supervisor or designated District representative is responsible for entering into an "interactive process" with the individual and taking the following steps:
 - a. Identifying the essential functions of the job based upon the job description, job announcement, policies and procedures manuals;
 - b. Consulting with the individual who requested the accommodation to identify which duties are affected by the individual's disability and what accommodations could enable the individual to perform the essential functions of the position or another vacant position.
- F. Discrimination or retaliation because of an employee's exercise of his or her rights to a leave of absence as provided for by law will not be tolerated.
- G. In all cases, qualified applicant or employee shall be selected for a position, promotion, assignment, training, or other employment action.

SECTION 5. Processing Complaints

- A. Any employee or applicant for employment who believes he or she has been the victim of unlawful discrimination, harassment, or retaliation in violation of the District's EEO Policy is encouraged to file a complaint. When the District receives a complaint of discrimination, harassment, or retaliation or otherwise has reason to believe that discrimination, harassment, or retaliation is occurring, it will take all necessary steps to ensure that the matter is promptly investigated and that prompt, appropriate remedial action is taken. The District is committed, and required by law, to take action if it learns of discrimination, harassment, or retaliation in violation of this Policy or the laws it is intended to implement, whether or not the aggrieved employee files a complaint.

- B. The complainant must be given the option to file a discrimination, harassment retaliation complaint with his or her manager/supervisor, the District Manager, or with an outside compliance agency such as the California Department of Fair Employment and Housing (DFEH) or the United States Equal Employment Opportunity Commission (EEOC). The complainant and the accused are entitled to know and shall be promptly informed at the conclusion of the investigation whether allegations have been found to be founded, unsubstantiated or unfounded.
- C. All supervisory and management employees are responsible for promptly responding to, and/or reporting any suspected acts of unlawful discrimination, harassment, and retaliation. Supervisors and managers must immediately report suspected unlawful discrimination, harassment, and retaliation to the District Manager. Failure by a manager/supervisor to appropriately report and address known or suspected incidents of discrimination, harassment, or retaliation shall be considered to be a violation of this Policy and appropriate disciplinary action may be taken.
- D. Although the District encourages an employee who believes he or she may be the victim of unlawful discrimination, harassment, or retaliation to report such conduct, the District will not tolerate false accusations of discrimination, harassment, or retaliation.

SECTION 6. Administration of the District Equal Employment Opportunity Policy and Procedure

The District is responsible for administering this EEO Policy. To ensure that this Policy is administered consistently on a District-wide basis and to insure accurate record-keeping, information regarding investigations, including the nature of the complaint or the suspected misconduct involved, the steps taken in the investigation, and the proposed disposition must be reported to the District Manager before any final action is taken.

ARTICLE XXII

FLEXIBLE SPENDING ACCOUNTS

SECTION 1. Flexible Spending Accounts (FSA)

The District will administer the following Flexible Spending Accounts:

A. Health Care Reimbursement Program

The District will administer a Health Care Reimbursement Program that will allow employees eligible to participate in a District health plan the opportunity to allocate a specified amount of bi-weekly pre-tax salary into the employee's health care reimbursement program to pay for health care expenses as permitted in the Internal Revenue Code. The annual amount an employee is eligible to allocate is five thousand (5,000) dollars.

B. Dependent Care Reimbursement Program

The District will administer a Dependent Care Reimbursement Program that will allow employees eligible to participate in a District health plan the opportunity to allocate a specified amount of bi-weekly pre-tax salary into the employee's dependent care reimbursement program to pay for dependent care expenses as permitted in the Internal Revenue Code. The annual amount an employee is eligible to allocate is five thousand (5,000) dollars.

APPENDIX A

POSITIONS DESIGNATED AS ADMINISTRATIVE MANAGEMENT

District Manager	Director of Administrative Services
Director of Operations	Director of Communications
Director of Scientific Technical Services	

APPENDIX B

POSITIONS DESIGNATED AS CONFIDENTIAL

Executive Assistant/Clerk of the Board

APPENDIX C

POSITIONS DESIGNATED AS SUPERVISORY

Vector Control Inspector III	Accounting Supervisor	Vehicle Maintenance Coordinator
Public Affairs Coordinator	Senior Vector Control Inspector III	

APPENDIX D

TABLE OF CLASSIFICATION TITLES AND PAY RANGE NUMBERS

(Effective April 16, 2015)

(A = Regular; E = Extra Help)

<u>Classification Title</u>	<u>Pay Range Number</u>
<u>Regular:</u>	
District Manager	Contract
Director of Operations	A-65
Director of Scientific Technical Services	A-65
Director of Administrative Services	A-63
Director of Communications	A-63
Biologist	A-58
Executive Assistant/Clerk of the Board	A-58
Senior Vector Control Inspector III	A-58
Vector Ecologist	A-58
Information Technology Analyst	A-59
GIS Coordinator	A-55
Vector Control Inspector III	A-55
Vehicle Maintenance Coordinator	A-55
Accounting Supervisor	A-53
Assistant Biologist	A-53
Assistant Vector Ecologist	A-53
Microbiologist	A-53
Public Affairs Coordinator	A-53
Human Resources Analyst	A-52
Information Technology Coordinator	A-50
Vector Control Inspector II	A-50
Vehicle Maintenance Mechanic	A-50
Maintenance Worker	A-48
Accounting Specialist	A-44
Communications Specialist	A-44
Human Resources Specialist	A-44
Laboratory Specialist	A-44
Operations Specialist	A-44
Accounting Clerk	A-41
Administrative Assistant	A-36
Customer Service Representative II	A-36
Operations Support Technician	A-36
Customer Service Representative I	A-33
Vector Control Inspector I	A-33

APPENDIX D

TABLE OF CLASSIFICATION TITLES AND PAY RANGE NUMBERS
(continued)

Extra Help:

Research Associate II	Contract
Vector Control Inspector II	E-50
Administrative Assistant	E-44
Media Specialist	E-44
Research Associate I	E-41
Laboratory Assistant	E-38
Clerical Assistant	E-33
Vector Control Assistant	E-30
Ecologist Aide	E-29
Laboratory/Field Intern	E-28
Seasonal Assistant	E-24
Administrative Intern	E-22

Orange County Vector Control District

SALARY SCHEDULE

Effective July 11, 2014

Pay Range No.	REGULAR SALARIES								
	Monthly Rate Steps								
	1	2	3	4	5	6	7	8	9
A-20	2,226	2,287	2,350	2,414	2,481	2,549	2,619	2,691	2,765
A-21	2,287	2,350	2,414	2,481	2,549	2,619	2,691	2,765	2,841
A-22	2,350	2,414	2,481	2,549	2,619	2,691	2,765	2,841	2,919
A-23	2,414	2,481	2,549	2,619	2,691	2,765	2,841	2,919	2,999
A-24	2,481	2,549	2,619	2,691	2,765	2,841	2,919	2,999	3,082
A-25	2,549	2,619	2,691	2,765	2,841	2,919	2,999	3,082	3,167
A-26	2,619	2,691	2,765	2,841	2,919	2,999	3,082	3,167	3,254
A-27	2,691	2,765	2,841	2,919	2,999	3,082	3,167	3,254	3,343
A-28	2,765	2,841	2,919	2,999	3,082	3,167	3,254	3,343	3,435
A-29	2,841	2,919	2,999	3,082	3,167	3,254	3,343	3,435	3,530
A-30	2,919	2,999	3,082	3,167	3,254	3,343	3,435	3,530	3,627
A-31	2,999	3,082	3,167	3,254	3,343	3,435	3,530	3,627	3,726
A-32	3,082	3,167	3,254	3,343	3,435	3,530	3,627	3,726	3,829
A-33	3,167	3,254	3,343	3,435	3,530	3,627	3,726	3,829	3,934
A-34	3,254	3,343	3,435	3,530	3,627	3,726	3,829	3,934	4,042
A-35	3,343	3,435	3,530	3,627	3,726	3,829	3,934	4,042	4,154
A-36	3,435	3,530	3,627	3,726	3,829	3,934	4,042	4,154	4,268
A-37	3,530	3,627	3,726	3,829	3,934	4,042	4,154	4,268	4,385
A-38	3,627	3,726	3,829	3,934	4,042	4,154	4,268	4,385	4,506
A-39	3,726	3,829	3,934	4,042	4,154	4,268	4,385	4,506	4,630
A-40	3,829	3,934	4,042	4,154	4,268	4,385	4,506	4,630	4,757
A-41	3,934	4,042	4,154	4,268	4,385	4,506	4,630	4,757	4,888
A-42	4,042	4,154	4,268	4,385	4,506	4,630	4,757	4,888	5,022
A-43	4,154	4,268	4,385	4,506	4,630	4,757	4,888	5,022	5,160
A-44	4,268	4,385	4,506	4,630	4,757	4,888	5,022	5,160	5,302
A-45	4,385	4,506	4,630	4,757	4,888	5,022	5,160	5,302	5,448
A-46	4,506	4,630	4,757	4,888	5,022	5,160	5,302	5,448	5,598
A-47	4,630	4,757	4,888	5,022	5,160	5,302	5,448	5,598	5,752
A-48	4,757	4,888	5,022	5,160	5,302	5,448	5,598	5,752	5,910
A-49	4,888	5,022	5,160	5,302	5,448	5,598	5,752	5,910	6,073
A-50	5,022	5,160	5,302	5,448	5,598	5,752	5,910	6,073	6,240
A-51	5,160	5,302	5,448	5,598	5,752	5,910	6,073	6,240	6,411
A-52	5,302	5,448	5,598	5,752	5,910	6,073	6,240	6,411	6,587
A-53	5,448	5,598	5,752	5,910	6,073	6,240	6,411	6,587	6,769
A-54	5,598	5,752	5,910	6,073	6,240	6,411	6,587	6,769	6,955
A-55	5,752	5,910	6,073	6,240	6,411	6,587	6,769	6,955	7,146
A-56	5,910	6,073	6,240	6,411	6,587	6,769	6,955	7,146	7,342
A-57	6,073	6,240	6,411	6,587	6,769	6,955	7,146	7,342	7,544
A-58	6,240	6,411	6,587	6,769	6,955	7,146	7,342	7,544	7,752
A-59	6,411	6,587	6,769	6,955	7,146	7,342	7,544	7,752	7,965
A-60	6,587	6,769	6,955	7,146	7,342	7,544	7,752	7,965	8,184
A-61	6,769	6,955	7,146	7,342	7,544	7,752	7,965	8,184	8,409
A-62	6,955	7,146	7,342	7,544	7,752	7,965	8,184	8,409	8,640
A-63	7,146	7,342	7,544	7,752	7,965	8,184	8,409	8,640	8,878
A-64	7,342	7,544	7,752	7,965	8,184	8,409	8,640	8,878	9,122
A-65	7,544	7,752	7,965	8,184	8,409	8,640	8,878	9,122	9,373
A-66	7,752	7,965	8,184	8,409	8,640	8,878	9,122	9,373	9,631
A-67	7,965	8,184	8,409	8,640	8,878	9,122	9,373	9,631	9,896
A-68	8,184	8,409	8,640	8,878	9,122	9,373	9,631	9,896	10,168
A-69	8,409	8,640	8,878	9,122	9,373	9,631	9,896	10,168	10,447
A-70	8,640	8,878	9,122	9,373	9,631	9,896	10,168	10,447	10,735
A-71	8,878	9,122	9,373	9,631	9,896	10,168	10,447	10,735	11,030
A-72	9,122	9,373	9,631	9,896	10,168	10,447	10,735	11,030	11,333
A-73	9,373	9,631	9,896	10,168	10,447	10,735	11,030	11,333	11,645
A-74	9,631	9,896	10,168	10,447	10,735	11,030	11,333	11,645	11,965
A-75	9,896	10,168	10,447	10,735	11,030	11,333	11,645	11,965	12,294

Orange County Vector Control District

PAYROLL SCHEDULE

Effective July 11, 2014

Pay Range No.	EXTRA HELP								
	Hourly Rate Steps								
	1	2	3	4	5	6	7	8	9
E-20	12.23	12.56	12.91	13.27	13.63	14.00	14.39	14.79	15.19
E-21	12.56	12.91	13.27	13.63	14.00	14.39	14.79	15.19	15.61
E-22	12.91	13.27	13.63	14.00	14.39	14.79	15.19	15.61	16.04
E-23	13.27	13.63	14.00	14.39	14.79	15.19	15.61	16.04	16.48
E-24	13.63	14.00	14.39	14.79	15.19	15.61	16.04	16.48	16.93
E-25	14.00	14.39	14.79	15.19	15.61	16.04	16.48	16.93	17.40
E-26	14.39	14.79	15.19	15.61	16.04	16.48	16.93	17.40	17.88
E-27	14.79	15.19	15.61	16.04	16.48	16.93	17.40	17.88	18.37
E-28	15.19	15.61	16.04	16.48	16.93	17.40	17.88	18.37	18.87
E-29	15.61	16.04	16.48	16.93	17.40	17.88	18.37	18.87	19.39
E-30	16.04	16.48	16.93	17.40	17.88	18.37	18.87	19.39	19.93
E-31	16.48	16.93	17.40	17.88	18.37	18.87	19.39	19.93	20.48
E-32	16.93	17.40	17.88	18.37	18.87	19.39	19.93	20.48	21.04
E-33	17.40	17.88	18.37	18.87	19.39	19.93	20.48	21.04	21.62
E-34	17.88	18.37	18.87	19.39	19.93	20.48	21.04	21.62	22.21
E-35	18.37	18.87	19.39	19.93	20.48	21.04	21.62	22.21	22.82
E-36	18.87	19.39	19.93	20.48	21.04	21.62	22.21	22.82	23.45
E-37	19.39	19.93	20.48	21.04	21.62	22.21	22.82	23.45	24.09
E-38	19.93	20.48	21.04	21.62	22.21	22.82	23.45	24.09	24.76
E-39	20.48	21.04	21.62	22.21	22.82	23.45	24.09	24.76	25.44
E-40	21.04	21.62	22.21	22.82	23.45	24.09	24.76	25.44	26.14
E-41	21.62	22.21	22.82	23.45	24.09	24.76	25.44	26.14	26.86
E-42	22.21	22.82	23.45	24.09	24.76	25.44	26.14	26.86	27.59
E-43	22.82	23.45	24.09	24.76	25.44	26.14	26.86	27.59	28.35
E-44	23.45	24.09	24.76	25.44	26.14	26.86	27.59	28.35	29.13
E-45	24.09	24.76	25.44	26.14	26.86	27.59	28.35	29.13	29.93
E-46	24.76	25.44	26.14	26.86	27.59	28.35	29.13	29.93	30.76
E-47	25.44	26.14	26.86	27.59	28.35	29.13	29.93	30.76	31.60
E-48	26.14	26.86	27.59	28.35	29.13	29.93	30.76	31.60	32.47
E-49	26.86	27.59	28.35	29.13	29.93	30.76	31.60	32.47	33.37
E-50	27.59	28.35	29.13	29.93	30.76	31.60	32.47	33.37	34.28
E-51	28.35	29.13	29.93	30.76	31.60	32.47	33.37	34.28	35.23
E-52	29.13	29.93	30.76	31.60	32.47	33.37	34.28	35.23	36.19
E-53	29.93	30.76	31.60	32.47	33.37	34.28	35.23	36.19	37.19
E-54	30.76	31.60	32.47	33.37	34.28	35.23	36.19	37.19	38.21
E-55	31.60	32.47	33.37	34.28	35.23	36.19	37.19	38.21	39.26
E-56	32.47	33.37	34.28	35.23	36.19	37.19	38.21	39.26	40.34
E-57	33.37	34.28	35.23	36.19	37.19	38.21	39.26	40.34	41.45
E-58	34.28	35.23	36.19	37.19	38.21	39.26	40.34	41.45	42.59
E-59	35.23	36.19	37.19	38.21	39.26	40.34	41.45	42.59	43.76
E-60	36.19	37.19	38.21	39.26	40.34	41.45	42.59	43.76	44.97
E-61	37.19	38.21	39.26	40.34	41.45	42.59	43.76	44.97	46.20
E-62	38.21	39.26	40.34	41.45	42.59	43.76	44.97	46.20	47.47
E-63	39.26	40.34	41.45	42.59	43.76	44.97	46.20	47.47	48.78
E-64	40.34	41.45	42.59	43.76	44.97	46.20	47.47	48.78	50.12
E-65	41.45	42.59	43.76	44.97	46.20	47.47	48.78	50.12	51.50
E-66	42.59	43.76	44.97	46.20	47.47	48.78	50.12	51.50	52.92
E-67	43.76	44.97	46.20	47.47	48.78	50.12	51.50	52.92	54.37
E-68	44.97	46.20	47.47	48.78	50.12	51.50	52.92	54.37	55.87
E-69	46.20	47.47	48.78	50.12	51.50	52.92	54.37	55.87	57.40
E-70	47.47	48.78	50.12	51.50	52.92	54.37	55.87	57.40	58.98
E-71	48.78	50.12	51.50	52.92	54.37	55.87	57.40	58.98	60.60
E-72	50.12	51.50	52.92	54.37	55.87	57.40	58.98	60.60	62.27
E-73	51.50	52.92	54.37	55.87	57.40	58.98	60.60	62.27	63.98
E-74	52.92	54.37	55.87	57.40	58.98	60.60	62.27	63.98	65.74
E-75	54.37	55.87	57.40	58.98	60.60	62.27	63.98	65.74	67.55

PERSONNEL AND SALARY RESOLUTION

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