

SANTA YNEZ COMMUNITY SERVICES DISTRICT

MEMORANDUM

To: Board of Directors
From: Loch Dreizler, General Manager
Date: May 15, 2024
Subject: Review, discuss, and approve the Final Draft Employee Handbook or, if necessary, suggest changes to the Personnel Committee

Proposed Motion/Recommendation: Approve the Final Draft Employee Handbook and confirm that the policies and procedures outlined in this Handbook supersede any prior policies and procedures.

Alternatives Considered: None

Fiscal Implications: None

Discussion: The Draft Employee Handbook resulted from extensive collaboration between the personnel committee, staff, and legal counsel, reflecting the District's collective dedication to the Santa Ynez Community Services District.

The District's last approved agreement was with the bargaining unit, effective June 21, 2018. It was being used as a reference document until a new employee handbook could be developed and approved.

Staff foresees and supports a separate Board Action Item at the June Board Meeting to discuss a reference for the District to consider when determining future Cost-of-Living Adjustments (COLA).

This Handbook has only briefly described some of the District's policies, benefits, and procedures. If an employee has any questions, the employee should approach the employee's supervisor for assistance.

Some immaterial changes to the Employee Handbook will be made administratively and based on staff input. Most changes require clarification for certain sections to increase employee understanding of real-life work scenarios or unintended consequences.

Changes to the Handbook that have financial implications for the District will require Board approval.

Legal counsel, the personnel committee, and staff recommend reviewing the Employee Handbook annually to ensure the District conforms to new federal and state requirements.

Attachment(s):

1. Employee Handbook

EMPLOYEE HANDBOOK

May 15, 2024



TABLE OF CONTENTS

WELCOME 1

SYCSD MISSION STATEMENT..... 2

EMPLOYER POLICIES 3

 AUTHORIZATION TO WORK (REQUIRED PROOF) 5

 DRUG AND ALCOHOL ABUSE..... 6

 ELECTRONIC COMMUNICATION AND SOCIAL MEDIA 7

 EMPLOYMENT OF RELATIVES 8

 EQUAL EMPLOYMENT OPPORTUNITY 9

 REASONABLE ACCOMMODATION OF DISABILITIES..... 9

 RELIGIOUS ACCOMMODATION..... 10

 OPEN DOOR POLICY 10

 PROHIBITION AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION 10

 SOLICITATION/COLLECTIONS/DISTRIBUTIONS..... 13

 STANDARDS OF CONDUCT 13

EMPLOYEES’ PAY..... 15

 OFF THE CLOCK WORK..... 16

 ON-CALL/STAND-BY DUTY..... 16

 OVERTIME..... 17

 PAYDAYS 17

 SEVERANCE PAY 17

 TIME SHEETS..... 18

BENEFITS..... 19

 COMPENSATORY TIME OFF..... 20

EDUCATIONAL ASSISTANCE	20
HOLIDAYS.....	21
INSURANCE	22
RETIREMENT BENEFITS.....	22
PAID SICK LEAVE	23
VACATION.....	24
TIME OFF	26
JURY/WITNESS DUTY	27
CALIFORNIA FAMILY RIGHTS ACT LEAVE OF ABSENCE	27
PREGNANCY DISABILITY LEAVE OF ABSENCE, ACCOMMODATION, AND TRANSFER	31
MEDICAL LEAVE AS A REASONABLE ACCOMMODATION	32
BEREAVEMENT LEAVE	33
MILITARY LEAVE	33
CRIME VICTIM TIME OFF AND ACCOMMODATION	34
VOTING LEAVE	35
ON THE JOB	36
ATTENDANCE AND PUNCTUALITY	37
BULLETIN BOARDS	37
CELLULAR TELEPHONES	37
CLASSIFICATION OF EMPLOYEES.....	38
CONFLICT OF INTEREST	39
DISCIPLINARY AND TERMINATION REVIEW PROCESS	40
DISTRICT PROPERTY.....	42
DRESS AND GROOMING STANDARDS	42

EMPLOYEE GIFTS	43
EQUIPMENT AND FACILITIES.....	43
EXPENSE REIMBURSEMENT	43
HOURS OF WORK.....	45
LACTATION ACCOMMODATION	45
MEAL AND REST PERIODS.....	47
OFF-DUTY CONDUCT	48
PERFORMANCE REVIEW AND EVALUATION	49
PERSONAL INFORMATION	49
PERSONAL PHONE CALLS AND MAIL.....	49
PROBATIONARY PERIOD	49
RECOVERY PERIODS	50
SAFETY	50
SMOKING POLICY	50
TOOLS AND EQUIPMENT	51
USE OF PERSONAL & RENTAL VEHICLES AND ACCIDENT REPORTING	51
WORKPLACE VIOLENCE	52
MANAGEMENT RIGHTS CLAUSE	53
IN CLOSING	53

WELCOME

Welcome to Santa Ynez Community Services District (“SYCSD” or the “District”).

This Employee Handbook (the “Handbook”) is written to help you get acquainted with the District and briefly explain some policies and procedures. It, therefore, cannot be considered a contract for continued or long-term employment. This Handbook governs all employees of the District.

Because circumstances change, the District may find that it will have to change, add, delete, or modify its policies and benefits from time to time, except for the “at-will” nature of the employment relationship, which may only be modified by a written agreement signed by the General Manager and the employee. If District policies or benefits change, the District will endeavor to provide you with prior notification.

This Handbook will not answer all your questions but is designed to address those most frequently asked. Should you need additional information, please get in touch with the General Manager.

It is generally understood that the Employee Handbook will comply with all Federal and State employer/employee requirements. Any requirement that supersedes Federal or State requirements will take precedence.

SYCSD MISSION STATEMENT

The mission of the District is to respond to the needs of its citizens and represent them, as a group, at the State and federal levels in solving local problems affecting the common good. To fulfill that mission, the Board of Directors of the Santa Ynez Community Services District is committed to the following legislative policy:

- To respond to community needs within the District's sphere of influence (said sphere is subject to future revision and amendment pursuant to the Government Code) to the full extent of the District's authority and the purposes for which it was formed.
- To support orderly growth and development, which is essential to the social, fiscal, and economic well-being of the community as an integral part of the Santa Ynez Valley, and which responds sensitively to environmental concerns and available natural resources; and
- To set priorities for community services by weighing actual and future needs against all available financial resources and to manage public funds in a fiscally sound and conservative manner.

The Board further finds that the common good is best served when all policies are based upon complete information that can be assembled, the counsel of reliable, independent experts is sought, and the District is administered fairly, objectively, and without deference to special or self-interest.

EMPLOYER POLICIES

AUTHORIZATION TO WORK (REQUIRED PROOF)

The District complies with the Immigration Reform and Control Act of 1986. All persons hired after November 6, 1986, must provide documentation proving the legal right to work in the United States within 72 hours of hire. The District will have no recourse but to promptly terminate employees who fail to provide such proof with authentic documents.

DRUG AND ALCOHOL ABUSE

While the District does not intend to infringe upon its employees' private lives, management is responsible for providing a safe and hazard-free work environment. Therefore, all employees are expected to arrive at work fit for duty and to remain so for the remainder of the work period.

No employee may enter District or client premises while under the influence of, or have in their possession, any intoxicating beverage or illegal drug (meaning any drug that is illegal per applicable law or use of a legal drug in an unlawful fashion). Likewise, the use, sale, transfer, or possession of alcohol or illegal drugs on the job, District or client property, District vehicles, or personal vehicles while on District business is prohibited.

In some instances, employees may be required to provide management with proof that such medication is safe to take while the employee is on duty. Management will have sole discretion as to whether it will be safe for those employees to remain on duty.

Employees are strictly forbidden to consume alcoholic beverages or illegal drugs during work time, nor may they work while under the influence of such substances.

Although cannabis may be obtained under California law, cannabis is still illegal under federal law. As such, the use, sale, transfer, possession, or being under the influence of cannabis, whether prescribed or recreational, during working time, while on District or client property, or while otherwise performing District business violates this policy. However, the District shall not discriminate against employees for their use of cannabis off the job and away from the workplace, nor based upon the results of a District-required drug test that has found the employee to have no psychoactive cannabis metabolites in their system.

Management reserves the right to require and conduct drug or alcohol tests whenever reasonable suspicion exists that an employee is under the influence of alcohol or drugs, as prohibited by this policy.

Employees convicted of a drug-related crime in the workplace must notify the District within five (5) days of the conviction.

Comment: the above language is from the California and federal Drug-Free Workplace Act.

Failure to comply with these work rules may lead to disciplinary action, including termination.

ELECTRONIC COMMUNICATION AND SOCIAL MEDIA

The District's electronic communication and information systems, including e-mail, voice mail, and computer systems, are District property and should be used for District purposes. Nothing should be entered into these systems without good reason. Further, an employee may not retrieve information from the District's computer system for personal purposes or use outside the employee's duties for the District.

The District reserves the right to 1) Monitor and retrieve information from these systems to ensure that its property is used for appropriate business purposes only and 2) Disclose or use any information found in these systems. Employees do not have a personal privacy right in any matter created, received, sent, or stored in the District's systems. Finally, employees should not disclose the District's confidential, trade secret, and proprietary information from these systems to unauthorized persons. Such information includes, but is not limited to, business and product plans; customer and dealer lists; technical data; unpublished costs, prices, and discounts; and estimates and financial projections.

The District's Social Media Policy applies to employees who use/participate in the following:

- Multi-media and social networking websites include, but are not limited to, LinkedIn, Facebook, Instagram, TikTok, Snapchat, and YouTube.
- Blogs and Micro-blogs such as Twitter (X); and
- Wikis, such as Wikipedia and any other site where text can be posted.

These activities are referred to as *Internet Postings* in this Policy.

Common sense is the best guide for posting information relating to the District. If you are unsure about posting, please contact the General Manager for guidance.

Unless you are expressly authorized by District management to speak on behalf of the District, please make clear on any posts about work-related matters that you are not speaking on behalf of the District, and your posts reflect your opinions.

Internet postings should not disclose any information that is confidential or proprietary to the District or to any third party that has disclosed information to the District. Postings should respect copyright, privacy, fair use, financial disclosure, and other applicable laws. Do not use any District logo, trademark, or graphic without written approval.

Because you are legally responsible for your postings, you may be liable if your posts are found defamatory, harassing, or violating any other applicable law. You may also be liable if you make postings that include confidential or copyrighted information (music, videos, text, etc.) belonging to third parties. All the above postings are prohibited under this policy if they relate to the District or its operations. Under any circumstances, the District shall not be liable for errors, omissions, losses, or damages claimed or incurred due to your Internet postings.

If a member of the news media or blogger contacts you to comment on an Internet Posting on behalf of the District, please refer that person to the General Manager or Board President.

Under no circumstances may Internet Posting interfere with your job duties. Non-exempt employees may not access district e-mail or the Internet or make Internet postings for business purposes during non-working time unless specifically authorized by the employee's supervisor, and all such time must be recorded as time worked. Violating this policy may result in disciplinary action up to and including termination.

EMPLOYMENT OF RELATIVES

Relatives will not be eligible for employment with the District where potential problems of supervision, safety, security, morale, or conflicts of interest exist. Relatives include an employee's parent, child, spouse, domestic partner, brother, sister, in-law, and step-relationships.

If two (2) employees marry or become related, and the potential problems noted above exist, only one (1) of the employees will be permitted to stay with the District unless reasonable accommodation can be made to eliminate the potential problems.

EQUAL EMPLOYMENT OPPORTUNITY

The District shall recruit, hire, train, and promote in all job titles, including interns, apprentices, and volunteers, without regard to race (inclusive of traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, which includes, but is not limited to, such hairstyles as braids, locks, and twists), color, religion, sex, pregnancy (including childbirth and related medical conditions), gender, gender identity, gender expression, national origin, ancestry, physical disability, mental disability, age, medical conditions (including cancer or genetic characteristics), genetic information, marital status, military and veteran status, sexual orientation, transgender status, reproductive health decision-making (including, but not limited to, a decision to use or access a particular drug, device, product, or medical service for reproductive health), or any other basis protected by applicable law. All personnel actions, such as compensation, benefits, District-sponsored training, apprenticeships, internships, volunteer opportunities, transfer, demotion, termination, layoff, and return from layoff, shall be administered without regard to the above-protected characteristics or any other basis protected by applicable law.

The District shall not require, as a condition of employment, continued employment, or a benefit of employment, the disclosure of information relating to an applicant's or employee's reproductive health decision-making. Additionally, the District will provide registered domestic partners with all rights and benefits as required by law.

Any employee aware of conduct that may violate this policy should report it immediately to their supervisor, any other District supervisor, or the General Manager Policy.

REASONABLE ACCOMMODATION OF DISABILITIES

The District is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the District will provide reasonable accommodation(s) to applicants and employees with disabilities if the appropriate accommodation(s) would allow the individual to perform the essential functions of the job and unless the accommodation(s) would create an undue hardship to the District or a significant risk of substantial harm to the individual or others. Employees who believe they need accommodation because of their disability should request reasonable accommodation from their supervisor or the General Manager. Employees may make the request orally or in writing. After receiving an oral or written request, the District will engage in a timely interactive dialogue with the employee. The District determines reasonable accommodations on a case-by-case basis consistent with applicable law.

RELIGIOUS ACCOMMODATION

The District accommodates the protected religious beliefs and practices of qualified applicants and employees unless the accommodation would cause an undue hardship to the District. Should an applicant or employee believe they need reasonable accommodation due to their religious beliefs or practices, they should bring their request to their supervisor or General Manager. The District determines reasonable accommodations on a case-by-case basis consistent with applicable law.

OPEN DOOR POLICY

Relationships can often suffer because people fail to communicate with each other. The District believes that work-related problems, questions, or complaints can best be resolved by frank and prompt discussion between the employee and management. If an employee has a work-related issue that needs resolution, the employee should feel free to discuss the problem with the employee's immediate supervisor. Suppose the matter is confidential. The employee does not feel comfortable discussing the matter with the employee's direct supervisor. In that case, the employee should discuss the matter with the General Manager or the next management level, including the District General Manager. However, suppose an employee wishes to report a potential violation of the District's Prohibition Against Harassment, Discrimination, and Retaliation policy or any other District policy that includes a specific complaint procedure. In that case, the employee should follow the complaint procedure within that policy.

Employees shall be able to address employment-related issues with management without fear of retribution.

PROHIBITION AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION

The District is committed to providing a workplace free of sexual harassment and retaliation, as well as harassment and discrimination based on race, color, religion, sex, pregnancy (including childbirth and related medical conditions), gender, gender identity, gender expression, national origin, ancestry, physical disability, mental disability, age, medical conditions (including cancer or genetic characteristics), genetic information, marital status, military and veteran status, sexual orientation, transgender status, reproductive health decision-making (including, but not limited to, a decision to use or access a particular drug, device, product, or medical service for reproductive health), or any other basis protected by federal, state, or local laws (collectively, “protected categories”). The District prohibits all such conduct by employees, managers, supervisors, or third parties toward other employees, interns, apprentices, applicants, volunteers, contractors, or other persons whom employees contact while engaged in District business. Harassment, discrimination, and retaliation are prohibited by the District in all business situations and environments, including, without limitation, in the workplace, at work-related networking or social events, at customer sites, and while traveling for work. In addition, harassment, discrimination, and retaliation may violate the California Fair Employment and Housing Act and Title VII of the 1964 Civil Rights Act.

Harassment includes but is not limited to, inappropriate verbal behavior (epithets, derogatory comments, or slurs); physical behavior (assault, impeding or blocking movement, or any physical interference with normal work or movement); or visual behavior (derogatory posters, cartoons, or drawings). Harassment also includes conduct that substantially interferes with an individual’s work performance or creates an intimidating, hostile, or offensive working environment.

In addition, sexual harassment includes, but is not limited to, unwelcome sexual advances, requests, and propositions for sexual favors and other misconduct, such as staring or making sexual or other inappropriate gestures or facial expressions; inappropriately touching someone else, including unwelcome grabbing or hugging; impeding or blocking someone’s movements; displaying vulgar or other inappropriate posters, cartoons, drawings, or other images or visual content; using sexualized or graphic epithets or slurs or making comments or jokes of a sexualized or graphic nature (whether verbally or in texts, emails, or other written form); and subjecting others to any inappropriate or degrading conduct based upon their sex or gender.

Discrimination means withholding or revoking employment-related opportunities or benefits, taking adverse employment actions against, or otherwise subjecting someone to harmful treatment due to their protected categories.

Retaliation involves subjecting someone to adverse treatment (including, without limitation, withholding or revoking employment-related opportunities or benefits from someone or treating them in an otherwise hostile fashion) because they have engaged in protected conduct, such as opposing any practices forbidden by this policy, making an internal or external complaint regarding conduct they believed violated this policy; or participating in an investigation of or providing testimony regarding a claim of such misconduct.

Complaint Procedure

Any individual who believes that they have been subject to harassment (including sexual harassment), discrimination, or retaliation, or who is otherwise aware that someone has violated this policy or our Equal Employment Opportunity (“EEO”) Policy, should immediately report this matter to their supervisor, the General Manager, or the District’s Board President. The complaint can be made verbally or in writing. Supervisors who become aware of any conduct that may violate this policy against harassment, discrimination, or retaliation must immediately report it to the General Manager.

Investigations

The District will investigate all complaints of conduct that may violate this or the EEO policy. Investigations will be timely, impartial, fair, and thorough. The District will keep investigations confidential to the extent possible under the circumstances. However, the investigation will not be kept entirely confidential. Employees are prohibited from impeding an investigation, and the District will not allow retaliation against any employee because they have participated in an investigation. Information obtained during the investigation process will be only shared with individuals on a need-to-know basis. During the investigation, the District will provide all parties with appropriate due process and reach reasonable conclusions based on the evidence collected.

Employees who feel unsatisfied after this procedure may contact the California Civil Rights Department (“CRD”) or the federal Equal Employment Opportunity Commission and seek remedies through these agencies.

Corrective Action

If an investigation discloses a violation of this policy, appropriate remedial action will be taken, up to and including termination of employment.

California Civil Rights Department Training

Please note that the California CRD makes sexual harassment training courses available online at the following website: <https://calcivilrights.ca.gov/shpt/>. Employees may review the CRD’s training materials in addition to the harassment training that the District provides.

SOLICITATION/COLLECTIONS/DISTRIBUTIONS

Employees may not solicit during working hours to avoid disruption of district operations. Employees also may not distribute literature during working time. Non-employees may not solicit or distribute at any time on District property.

Working time includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting and distributing is being directed. Working time does not include rest periods, meal periods, or any other specified periods during the workday when employees do not perform their tasks.

STANDARDS OF CONDUCT

The District expects all employees to observe certain standards of behavior while at work. These standards are not intended to restrict an employee's legitimate rights but are for the safety and well-being of all District employees. These standards apply equally to all employees.

Disciplinary action for non-professional behavior may include, but is not limited to, verbal reprimand, written reprimand, suspension, demotion, or termination. The District reserves the right to enforce these disciplinary measures as necessary.

While not all-inclusive, the following actions on the part of an employee may be cause for disciplinary action up to and including termination. This list includes, but is not limited to:

1. Unsatisfactory performance.
2. Using abusive or obscene language or disrupting the workplace, fellow employees, or visitors.
3. Unavailability for work, i.e., unexcused absenteeism or tardiness.
4. Irregular attendance.
5. Misuse of the District's money.
6. Conducting personal activities during working time.
7. Any action indicating disrespect or disregard for the SYCSD, its vendors, suppliers, or clients.
8. Release of confidential information about the SYCSD or its customers.
9. Falsification of forms, records, or reports, including, but not limited to, timesheets, employment applications, and customer records.

10. Possessing or bringing firearms, weapons, alcohol, illegal drugs, or chemicals on or to SYCSD's property.
11. Insubordination, refusing to follow the General Manager or supervisor's directions, or disrespectful conduct toward a Board Member, customer, or fellow employee.
12. Unauthorized possession or removal of property, records, or other materials that do not belong to the employee.
13. Smoking in restricted areas.
14. Destroying or damaging the SYCSD's or another employee's property, records, or other materials.
15. Non-compliance with safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
16. Leaving SYCSD's property without approval before a scheduled workday ends.
17. Conduct inconsistent with the District's anti-harassment policies and nondiscrimination policies.
18. Giving false or misleading information during the application and selection process.
19. Failure to report involvement in an accident occurring on the SYCSD's premises, or involving the SYCSD's equipment, or giving false information in accident or insurance reports.
20. Failure to report any omissions, errors, mistakes, or accidental damage affecting work assignment, property, or equipment to the General Manager or supervisor.
21. Unauthorized opening of, or tampering with, locks in desks, doors, cabinets, etc., or authorized use of or duplication of keys.
22. Reporting to work under the influence of cannabis, impairing prescription drugs, illegal drugs, and alcohol.
23. Threatening or intimidating other employees or supervisors.
24. Failure to report the loss of a California driver's license due to suspension, withdrawal, forfeiture, or confiscation by any court of law or by the California Division of Motor Vehicles for those employees who must maintain such a license as a condition of their employment.
25. Installing unauthorized software on the SYCSD's computer system.

26. Misuse of electronic systems (email, internet, fax) as defined in the SYCSD's policy on electronic communications.
27. Inability to maintain cordial and professional relationships with co-workers, staff, vendors, and Board Members.
28. Stealing or attempting to steal District property or the property of other employees or customers.
29. Fighting, scuffling, or indulging in horseplay.
30. Failing to observe dress or safety rules.
31. Leaving work without permission.
32. Threatening, intimidating, coercing, harassing, interfering with fellow employees, customers, vendors, or subcontractors, or indulging in malicious gossip.
33. Failing to immediately report any injury to the supervisor, no matter how slight.
34. Carrying unauthorized passengers during working time.
35. Relationships with other employees may be considered a conflict of interest or create a problem of supervision, safety, security, or morale.
36. Engaging in offensive behavior to other employees, including distributing or displaying obscene, racist, or sexist materials.
37. Impeding an internal or external investigation or retaliating against any employee for participating in an internal or external investigation.
38. Recording conversations, phone calls, images, or District meetings with any recording device or capturing videos or images using cellular telephones, cameras, and other similar devices without prior approval.

Nothing in this policy shall prevent an employee from accessing the employee's cellular telephone to seek emergency assistance, assess the safety of an emergency, or communicate with a person to verify their safety.

OFF-THE-CLOCK WORK

It is the District's policy to pay employees for all work performed. It is a violation of District policy for any supervisor to instruct any non-exempt (hourly) employee to perform any work off-the-clock, suggest to non-exempt employees that performing work for the District without compensation is acceptable, or adjust any non-exempt employee's time records to deny them compensation for time worked.

In addition, it violates District policy for non-exempt employees to work off the clock for any reason. If an employee does work off-the-clock, the employee must record and report the time to the employee's supervisor and General Manager.

Occasional scheduled (i.e., weekend or holiday) and unscheduled (i.e., callouts) overtime may be required. However, all unscheduled overtime requires prior approval by a supervisor whenever practical.

Any employee who believes they have been instructed to work off-the-clock or has performed work for which they have not been paid should report it to their supervisor, the General Manager. Any supervisor who is aware that off-the-clock work is taking place must inform the employee that they must either clock in or stop performing work-related tasks. The incident must be reported to the employee's immediate supervisor and General Manager to avoid future re-occurrences.

ON-CALL/STAND-BY DUTY

On-call/standby duty is an assignment of responsibility to respond rapidly to emergency calls after regular work hours on holidays and weekends.

On-call/standby duty assignments usually last one week. If called out after hours, the employee will be paid for actual time worked or a two-hour minimum, whichever is greater. Call out "actual time" begins when the employee leaves their house until they return home. If the call-out can be solved remotely, the employee will be paid for the time worked or a two-hour minimum, whichever is greater. Actual time will be calculated in 30-minute increments rounded to the nearest ½ hour when greater than two hours. The supervisor will establish the on-call/stand-by schedule rotating among qualified employees. Employees assigned to on-call/stand-by duty may be granted on-call/stand-by duty exchanges for justifiable reasons. Notification of changes may be provided in advance to accommodate such changes.

Employees assigned to on-call/stand-by duty will be those specifically trained and who have demonstrated their ability to perform the required tasks. On-call/stand-by employees must reside within forty-five (45) minutes of response time to respond to emergency callouts.

On-call/stand-by pay will be \$2.00 (two dollars) per hour for the hours on stand-by duty. Holiday hours will not count when calculating hours for on-call/stand-by pay.

OVERTIME

Overtime may be required for all positions within the District. Overtime is a requirement of employment when necessary. The District pays overtime to non-exempt employees at 1.5 times their regular pay rate for hours worked more than 40 per week. All unscheduled overtime must be pre-approved by an employee's supervisor when practical. Employees will be paid twice the hourly rate after 12 hours of continuous work. Holiday and vacation hours will be considered as hours worked to calculate overtime.

PAYDAYS

Employees of SYCSD are paid every two weeks. Employees will be paid as early as Wednesday following the end of each pay period. If necessary, the District may pay employees on Thursday or Friday following the end of each period. If a day falls on a district-recognized holiday, paychecks will be distributed on the preceding business day. If an employee is absent on payday, it is the employee's responsibility to plan with the employee's supervisor or Management to deliver the paycheck to the employee. Otherwise, the paycheck will be held until the employee returns to work. Paychecks will be distributed at the workplace biweekly unless the employee voluntarily elects to receive pay by direct deposit. Upon request, the General Manager can provide the forms necessary to accept payment by direct deposit.

Time records must be submitted to payroll on time. Failure to turn in time records by the deadline could affect the timely issuing of your wages and could lead to disciplinary action. An employee's supervisor must approve time records. For payroll purposes, the work week is from midnight Sunday through midnight Saturday.

All employees are subject to required federal, state, and local tax deductions.

SEVERANCE PAY

The District does not have a formal severance pay policy and generally does not give severance pay on termination of employment except for conditions outlined in the General Manager's Agreement. In its sole discretion, management reserves the right to make any exceptions to this policy as it deems prudent.

If Chumash terminates the agreement to operate the wastewater treatment plant without notice, the operator will be unemployed. In that case, the plant operator will receive a severance equal to 1,040 hours (6 months). If Chumash terminates the agreement to operate the wastewater treatment plant with some notice, the plant operator will be unemployed. In that case, the plant operator will receive a severance equal to six months minus the notice amount. (e.g., with four months' notice, the plant operator will receive two months' severance at the end of four months).

TIMESHEETS

Adherence to the established timesheet procedure will ensure that employees receive all monies due for time worked in compliance with state and federal laws.

The District requires all non-exempt employees to prepare time sheets indicating hours worked and absences during each pay period. All time sheets are to be filled in daily. Timesheets should not reflect an automatic listing of scheduled hours but must reflect actual hours worked, regardless of whether actual hours are the same as scheduled hours. Rest periods are with pay and are not recorded on the employee's time sheet. Meal periods are without pay, and meal periods' start and end times should be documented on the employee's time sheet.

Timesheets are official District documents. Falsifying or altering them or completing another employee's timesheet is grounds for disciplinary action, including termination.

The time sheet should reflect all missed time from work and the reason (i.e., paid sick leave, vacation, unexcused absence, etc.).

No "corrections" of original timesheet entries are permitted on time sheets without a supervisor's approval. Each employee must sign the time sheet at the END of the pay period or upon request and then submit it to the Operations Supervisor or General Manager for approval. After verifying its accuracy, the operations supervisor/general manager should sign the sheet indicating approval. The Operations Supervisor/General Manager shall promptly forward the timesheet to Payroll.

BENEFITS

COMPENSATORY TIME OFF

Non-exempt employees who work hours qualifying for overtime can be paid for the overtime or accumulate the overtime as compensatory time off (CTO). CTO is calculated at one and one-half hours per overtime hour worked. CTO may not accrue over forty (40) hours. Accumulated CTO may be used instead of vacation or sick leave throughout a calendar year with 24 hours prior approval of the employee's supervisor or General Manager. Proper coverage of the SYCSD must be met to take CTO. 80 hours is the maximum use each calendar year.

EDUCATIONAL ASSISTANCE

Recognizing the mutual benefits derived from personal growth and increased work competence, it is the policy of the SYCSD to provide financial assistance to employees interested in furthering their formal education. To be eligible, an employee must submit a written request for approval. All requests must be approved in advance by the General Manager. Courses must relate to wastewater and be offered by a qualified training institution. The tuition-required enrollment costs, textbooks, and examination fees will be reimbursed only after completion of the class with a passing grade of C or better.

HOLIDAYS

Regular full-time and part-time employees are eligible for holiday pay. The District generally observes federal holidays and other defined holidays as below:

- New Year's Day January 1
- Martin Luther King Jr. Day 3rd Monday in January
- Washington's Birthday 3rd Monday in February
- Memorial Day Last Monday in May
- Juneteenth June (see changing calendar date)
- Independence Day July 4
- Labor Day 1st Monday in September
- Columbus Day October (see changing calendar)
- Veterans Day November (see changing calendar)
- Thanksgiving Day 3rd Thursday in November
- Friday After Thanksgiving 3rd Friday in November (District observed)
- Christmas Day December 25
- Floating Holiday Fiscal Year (District observed)

One (1) floating holiday per fiscal year is to be taken at the employee's discretion upon prior approval by the General Manager. The floating holiday is an eight (8) hour day and will be used as one day, i.e., employees cannot split the time over two or more days. The floating holiday cannot be carried over to the following fiscal year and must be used in the current fiscal year, or it will be lost.

To be eligible for holiday pay, the employee must be regularly scheduled to work on the holiday, work the last scheduled workday before the holiday, and work the first scheduled workday after the holiday unless the employee has an excused absence (sick leave) or a pre-approved leave request.

There is no holiday pay during an approved leave of absence unless otherwise required by applicable law.

Holiday pay for non-exempt employees will be for eight (8) hours at the regular straight-time rate. Exempt employees will receive their usual compensation. For the computation of overtime, holiday pay will be considered as "hours worked." If a holiday falls within an employee's approved vacation, the day off will not be counted against the employee's vacation accrual.

When a non-exempt employee is required to work on an observed holiday, the employee will receive eight (8) hours of holiday pay plus 1.5 times for hours worked that day. Holiday hours will count toward overtime.

INSURANCE

Group Insurance:

The District offers regular full-time employees group health insurance coverage and group dental insurance coverage. Once an employee becomes eligible for group insurance, the coverage and premiums required will be explained to them.

Workers' Compensation:

In the event of an injury or illness arising out of and occurring in the scope of employment, Workers' Compensation coverage, which includes medical care, is provided and is completely paid for by the District. Because of this, it is imperative that all accidents, no matter how slight, be reported to your supervisor immediately to ensure the proper Workers' Compensation procedures are followed. Failure to report an accident could result in an employee being ineligible for Workers' Compensation benefits and may be grounds for disciplinary action.

RETIREMENT BENEFITS

The SYCSD does not participate in Social Security but pays 7.65% of each full-time employee's salary into a 401(a) account in lieu. Each full-time employee must also contribute to a 457 Retirement Plan at a minimum of 6.2% of their gross salary. Employees should refer to each plan document for more details. The SYCSD presently contributes 6.2% of each employee's wages, excluding overtime, compensatory time off, and standby time, into the 457 Plan.

PAID SICK LEAVE

Eligibility and Accrual

All employees accrue paid sick leave as they work at a rate of eight (8) hours of sick leave per calendar month. New hires begin accruing paid sick leave at the start of their employment. Employees may begin using any accrued paid sick leave on the 90th day of their employment.

Paid sick leave carries over from year to year. At the end of each calendar year, any unused sick leave in excess of 192 hours will be credited to the employee's retirement account.

Usage

Upon written or oral request, employees may use sick leave for the following purposes: (1) Diagnosis, care, or treatment of an existing health condition, or preventive care for, an employee or an employee's family member; (2) For an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain or attempt to obtain any relief, including, without limitation, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child; to seek medical attention for injuries caused by crime or abuse; to obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse; to obtain psychological counseling or mental health services related to an experience of crime or abuse; or to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation; or (3) As otherwise permitted by applicable law.

For purposes of this policy, "family member" means any of the following: (1) a child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; (2) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; (7) a sibling; and (8) a designated person. For this policy, the employee identifies a "designated person" when requesting paid sick leave. However, an employee shall be limited to one designated person per 12-month period for paid sick leave.

Notice

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification to their supervisor. If the need for paid sick leave is unforeseeable, the employee shall provide notice as soon as practicable. Employees using paid sick leave will not be responsible for finding a colleague to cover their missed work time.

Payment

For non-exempt employees, sick leave will be calculated based on the regular pay rate for the work week in which the employee uses sick leave. For exempt employees, sick leave will be paid at the rate earned when sick leave is taken.

Sick leave benefits will be integrated with benefits provided under State Disability Insurance, if any. In no event shall the combination of disability and sick leave benefits exceed regular earnings.

Unused sick leave will not be paid out upon termination. Employees falsifying the need for paid sick leave are subject to disciplinary action up to and including termination of employment.

VACATION

This vacation policy applies to regular full-time employees based on their length of continuous service with the District. It is intended that eligible employees may enjoy rest and relaxation. Temporary and part-time employees are not eligible to accrue paid vacation time.

Eligible employees begin accruing vacation benefits upon commencement of employment. Vacation time accrues while the employee is in a paid, active status.

Full-time non-exempt employees accrue vacation days based on the number of years of completed service according to the following formula:

Completed Years Of Service	Vacation Days Earned Per Year	Vacation Hours Earned Per Month
0-5 years	10	6.67
6-10 years	15	10.00
11+ years	20	13.33

Full-time exempt and non-exempt employees who have worked for other public and private agencies are offered reciprocity for the time they worked before being employed by the District.

Full-time, exempt employees accrue vacation days based on the number of years of completed service according to the following formula:

Completed Years Of Service	Vacation Days Earned Per Year	Vacation Hours Earned Per Month
0-5 years	15	10.00
6+ years	20	13.33

The maximum accrual cap will be two (2) times the employee’s annual accrual.

Employees may accrue vacation time up to their maximum accrual cap. Once an employee reaches the maximum accrual cap, they will cease to accrue vacation benefits until they use some vacation time; therefore, their balance falls below the maximum amount.

The district's business operational needs, along with the seniority of the department's employees, are factors that will be considered when granting vacation requests. The District does not require employees to use vacation time to monitor their email or other work messages or devices. Management reserves the right to schedule employees to take vacation time off as business necessitates.

Additional rules on vacation pay are set forth below:

- Employees do not accrue any vacation time while on leaves of absence.
- Employees are expected to take at least one week of vacation per year.
- Employees are encouraged to take vacation in blocks of at least five days.
- Scheduling of vacation is subject to the discretion of the General Manager.
- Unused vacation time will be paid out upon termination.
- Vacation time may not be taken before it is accrued.
- Pay instead of vacation will be granted up to all hours over 80 hours each calendar year as long as the employee retains 80 hours in their vacation bank.

Comment: According to the IRS, by allowing employees an option to cash out vacation, this policy may create an issue of “constructive receipt” of the value of the potential cash out even if the employee opts not to cash it out.

When vacation time is used, it will be paid at the employee’s base pay rate. Accrued, unused vacation time will be paid out upon an employee’s separation from employment with the District at the employee’s current base pay rate.

TIME OFF

JURY/WITNESS DUTY

You should immediately notify your supervisor or the General Manager if you receive a notice for jury duty. If you are summoned for jury duty, you will be paid the difference between jury duty pay and your base hourly rate for up to a maximum of ten (10) working days per year. If required by law to appear in court as a witness, you may be given time off with pay of up to a maximum of 32 hours for such a purpose if you provide the District with reasonable advance notice and proof of such court order. Additional time spent on jury or witness duty will be unpaid. However, following applicable wage and hour laws, the salary of exempt employees will not be reduced for any week in which an exempt employee continues to work some portion of a week while on jury duty leave.

CALIFORNIA FAMILY RIGHTS ACT LEAVE OF ABSENCE

Under the California Family Rights Act (“CFRA”), an unpaid leave of absence may be granted to employees who have worked for the District for at least 12 months and a minimum of 1,250 hours in the 12 months preceding the leave. All leaves under this policy are referred to as “CFRA leave.” Unless stated otherwise, the maximum allowable time for any CFRA leave under this policy is 12 weeks per rolling 12-month period. A CFRA leave may be taken for the following reasons:

- The employee’s serious health condition (excluding pregnancy, childbirth, or related medical conditions) makes the employee unable to work at all or perform anyone (1) or more of the essential functions of that employee's position.
- Baby bonding with the employee's newborn or child newly placed with the employee by adoption or foster care placement.
- To care for the employee’s spouse, child, parent, domestic partner, grandparent, grandchild, parent-in-law, sibling, or designated person with a serious health condition. For this policy, a “designated person” means any individual related to the employee by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person when the employee requests leave. However, the employee shall be limited to one nominated person per 12-month period for purposes of CFRA leave or
- This is due to qualifying for Military Qualifying Exigency Leave (as defined and described below).

Employee Notice

Employees must provide sufficient information for the District to determine if the leave may qualify as a CFRA leave and the expected timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, their covered family member or designated person is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances that support the need for Military Qualifying Exigency Leave as indicated below. Employees also must inform the District if the requested leave is for a reason for which CFRA leave was previously taken or certified. When possible, the District requests 30 days' notice of the need for leave to plan for work coverage. If 30 days' notice is not possible, employees must provide as much notice as practicable and follow the District's call-in and attendance policies.

District Notice

Once an employee provides sufficient information, the District will notify the employee (a) whether the employee is eligible for CFRA leave and, if so, (b) whether any additional information is required and (c) the employee's rights and responsibilities regarding such a leave. The District will also notify an eligible employee who has requested CFRA leave if the requested leave will be designated as CFRA-protected leave and counted against the employee's leave entitlement.

If the District determines an employee is not eligible for CFRA leave, the District will provide at least one (1) reason for ineligibility. The District will also inform the employee if it determines that the requested leave does not qualify for CFRA protection.

Employees not eligible for a CFRA leave may be eligible for an unpaid leave of absence due to their disability or medical condition, which the District will assess on a case-by-case basis consistent with applicable law.

Serious Health Condition

To qualify for a CFRA leave for the employee's serious health condition or to care for their covered family member/designated person who has a serious health condition, the employee or their covered family member/designated person must have a serious health condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or stops the covered family member/designated person from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment or by

an incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Certification of Need for CFRA leave

The District may require an attending health care provider's certification of the employee or covered family member's/designated person's serious health condition. The District may also require recertification supporting the need for leave upon the expiration of the prior certification. In any case, in which the District has reason to doubt the validity of any medical certification provided to support an employee's request to take CFRA leave because of the employee's serious health condition, the District may require the opinion of a second and third health care provider consistent with state law.

Military Qualifying Exigency Leave

Eligible employees under CFRA may be provided up to 12 weeks of leave in a rolling 12-month period when the employee has a qualifying exigency arising out of the fact that a spouse, domestic partner, child, parent, or parent-in-law is on covered active duty or call to active-duty status in the National Guard or Reserves or Armed Forces. "Qualifying exigency" is defined by law as (1) short-notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recovery, (7) post-deployment activities, (8) parental care, and (9) additional activities where the District and employee agree to the leave. Time off for Military Qualifying Exigency Leave counts towards the 12-week maximum allowable time for CFRA leave under the CFRA.

During CFRA leave

When receiving workers' compensation payments during a CFRA leave, employees may choose to apply for any accrued, unused paid sick leave or vacation to supplement their workers' compensation payments, up to 100% of their normal wages. When employees are not receiving workers' compensation payments, they are required to use accrued, unused vacation and paid sick leave as follows: if an employee is on a CFRA leave due to their serious health condition (excluding pregnancy, childbirth, and related medical conditions), they are required to use any accrued vacation or paid sick leave; and if an employee is on a CFRA leave for baby bonding purposes or due to the serious health condition of a covered family member or designated person, they are required to use any accrued vacation time and then may choose to utilize any accrued paid sick leave.

During a CFRA leave, the District shall maintain and pay for the employee's group health coverage at the same level and under the same conditions as coverage would have been provided if the employee had not taken the leave. Therefore, the District will continue to pay all applicable group health insurance premiums, which it ordinarily pays on behalf of the employee. Employees must continue to pay their usual share of the insurance premium during the leave of absence. If the employee uses accrued paid time off during the CFRA

leave, the District will make a payroll deduction to obtain the employee's share of the insurance premium. If the employee is not using any accrued paid time off, they must make payments to cover their share of the insurance premium by personal check.

The District's obligation to maintain health benefits coverage ceases if an employee's premium payment is more than 30 days late. Before dropping coverage, the District will provide written notice to the employee at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date at least 15 days after the written notice unless payment has been received by that date. If the employee fails to return from this leave, in some circumstances, the District may attempt to recoup the cost of the insurance premiums paid on behalf of the employee during the leave.

Employees need not use their CFRA leave entitlement in one (1) block. Such a leave may be taken intermittently or on a reduced leave schedule when medically necessary. Employees must reasonably schedule leave for planned medical treatment so as not to disrupt the District's operations. In addition, the basic minimum duration of intermittent bonding leave is two (2) weeks. However, the District will grant a request for such leave of less than two (2) weeks' duration on two (2) occasions.

Returning to Work from CFRA leave

Employees returning to work upon conclusion of the CFRA leave will be repaid to their original position or an equivalent position with equivalent pay and benefits, provided such a job would have been available had the employee not taken the leave. Before returning to work, where the leave of absence is for the employee's serious health condition, the employee must provide the District with certification from the attending healthcare provider indicating the employee can resume the employee's work.

Failure to return to work from a CFRA leave on the designated date may be interpreted as the employee's voluntary resignation. Suppose the employee returns to work outside the legally allotted time for such leave without a valid excuse. In that case, the employee will only be reinstated if there is an available open position that they are qualified to fill.

CFRA Protections

Use of any of the leaves permitted by the CFRA cannot result in the loss of any employment benefit that accrued before an employee's leave starts.

It is unlawful for employers to interfere with, restrain, or deny the exercise of any right provided under the CFRA or to discharge or discriminate against any person for opposing any practice made unlawful by law or for involvement in any proceeding under or relating to the CFRA.

Employees who believe they have been aggrieved may file a complaint with the California Civil Rights Department or bring a private lawsuit against an employer.

PREGNANCY DISABILITY LEAVE OF ABSENCE, ACCOMMODATION, AND TRANSFER

A pregnancy-related leave of absence will be granted per applicable law. Employees disabled due to pregnancy, childbirth, or related medical conditions are eligible for a maximum of four (4) months of leave per pregnancy upon medical certification of the health care provider that the employee is so disabled. The “four (4) months of leave” means time off for the number of days or hours the employee would usually work within four (4) calendar months (one-third of a year or 17 1/3 weeks).

Employees may also be eligible for reasonable accommodation if the health care provider certifies it as medically advisable, including a reduced schedule or intermittent leave. Suppose an employee’s health care provider certifies that the employee has a medical need to take intermittent leave or leave on a reduced work schedule. In that case, the employee may be required to transfer temporarily to an available alternative position for which the employee is qualified, which has an equivalent rate of pay and benefits and can better accommodate the employee’s leave requirements. Additionally, employees may transfer to a less strenuous or hazardous position or duties if the health care provider certifies that the transfer is medically advisable and if the District can reasonably accommodate such a transfer.

The District requires the employee to utilize available paid sick leave during the unpaid portion. The employee may opt to take all accrued vacations during leave.

The District will continue to pay all applicable group insurance premiums, which it ordinarily pays on behalf of the employee during the leave of absence. The employee must continue to pay the employee portion of the insurance premium during the leave of absence. Failure by the employee to make this premium payment may result in a loss of benefits.

After the pregnancy-related leave of absence, a medical certification from the health care provider stating the employee is released to return to work will be required. With limited exceptions, following a pregnancy disability leave, an employee will be returned to the same position held when the leave began, consistent with applicable law. All requests for pregnancy-related leaves of absence, transfers, or accommodation should be made to the General Manager 30 days in advance. Returning employees should notify the District at least five (5) workdays before their return. Employees failing to return on their scheduled return date may be considered to have voluntarily resigned. Employees who remain disabled following their exhaustion of pregnancy disability leave should notify the General Manager to discuss possible reasonable accommodations.

MEDICAL LEAVE AS A REASONABLE ACCOMMODATION

Employees may be provided with an unpaid medical leave of absence as a reasonable accommodation if they cannot work due to a qualifying disability and have exhausted, or are ineligible for, FMLA, CFRA, or Pregnancy Disability Leave (“PDL”). Employees who believe they need such a leave of absence should bring the request to their supervisor or General Manager so that the District can engage in a timely interactive process. The District may require certification from the employee’s health care provider that the employee has a qualifying disability, cannot perform the essential function(s) of their role with or without reasonable accommodation, and the expected duration of the leave. The District will evaluate the leave request case-by-case with applicable law.

Employees on leaves approved under this policy may use any accrued paid sick leave or vacation time. Such paid sick leave or vacation time will be integrated with any State Disability Insurance benefits the employee receives so that they get no more than 100% of their usual compensation. During the leave, employees may be offered COBRA and be responsible for the premium payments, consistent with the terms and conditions of the District’s health plan(s).

Employees who receive leave under this policy should contact the General Manager with any updates to their work status or planned return-to-work date. Employees who wish to extend their leave beyond their planned return-to-work date may be required to obtain additional certification from their healthcare provider so that the District can evaluate their request for a leave extension consistent with applicable law. Before returning to work, employees may be required to obtain certification from their healthcare provider stating that they are released to work with or without reasonable accommodation.

BEREAVEMENT LEAVE

Upon the death of a covered family member, employees employed for at least 30 days with the District are eligible to take up to five (5) days of bereavement leave. The leave must be completed within three (3) months of the date of death and does not have to be taken on consecutive days.

Bereavement leave is unpaid, except that an employee may use any accrued, unused vacation, compensatory time (CTO), or sick leave during the unpaid portion of the leave.

A “covered family member,” for purposes of this policy, includes the employee’s spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

The District may require, within 30 days of the first day of the employee’s bereavement leave, that the employee provide documentation of the death of the covered family member for whom the leave is taken. Documentation may include, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. The District shall maintain the confidentiality of an employee requesting leave under this policy, including that any documentation provided by the employee shall be maintained as confidential and shall not be disclosed except to the General Manager or management, as necessary or as required by law. The bereavement leaves this policy provides are separate and distinct from any rights provided according to the CFRA.

According to this policy and applicable law, the District shall not retaliate against an employee for the use of bereavement leave or for exercising their rights.

Employees should notify the General Manager of their need to take bereavement leave as soon as practical.

REPRODUCTIVE LOSS LEAVE

Upon a reproductive loss event, employees whom the District has employed for at least 30 days are eligible to take up to five (5) days of reproductive loss leave. If an eligible employee experiences multiple reproductive loss events within 12 months, the employee may take no more than 20 days total of reproductive loss leave within the 12 months.

Reproductive loss leave need not be taken on consecutive days. It must be completed within three (3) months of the event entitling the eligible employee to such leave, except that if, before or immediately following the reproductive loss event, the employee is on or chooses to go on Pregnancy Disability Leave, California Family Rights Act Leave, or any other leave according to state or federal law, the employee must complete their reproductive loss leave within three (3) months of the end date of the other leave. Reproductive loss leave is

unpaid, except that an employee may use any accrued, unused vacation, compensatory time (CTO), or sick leave during the unpaid portion of the leave.

Employees should notify the General Manager of their need for reproductive loss leave as soon as practicable. The District shall maintain the confidentiality of any employee requesting leave, and any information provided by a requesting employee shall not be disclosed except as necessary or as required by law. The District prohibits retaliation against an employee who exercises their right to reproductive loss leave or as otherwise provided by applicable law.

Within this policy, a “reproductive loss event” means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, as those terms are defined below:

- “Failed adoption” means the dissolution or breach of an adoption agreement with the birth mother or legal guardian or an adoption that is not finalized because another party contests it. This event applies to an employee who would have been a parent of the adoptee if the adoption had been completed.
- “Failed surrogacy” means the dissolution or breach of a surrogacy agreement or a failed embryo transfer to the surrogate. This event applies to an employee who would have been a parent of a child born as a result of the surrogacy.
- “Miscarriage” means a miscarriage by an employee, by the employee’s current spouse or domestic partner, or by another individual if the employee would have been a parent of a child born as a result of the pregnancy.
- “Stillbirth” means a stillbirth resulting from an employee’s pregnancy, the pregnancy of an employee’s current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- “Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or an assisted reproductive technology procedure. This event applies to an employee, the employee’s current spouse or domestic partner, or another individual if the employee would have been a parent of a child born as a result of the pregnancy.
- “Assisted reproduction” means a method of achieving a pregnancy through artificial insemination or an embryo transfer and includes gamete and embryo donation and does not include any pregnancy achieved through natural means.

MILITARY LEAVE

The District provides military leaves of absence under federal and state law. Employees should give at least 30 days written or verbal notice of their need for military leave to their supervisor or the General Manager when possible. If 30 days notice is not practicable due to military necessity or otherwise, you should give as much notice as possible. If possible, please submit a copy of your orders or other documentation evidencing your need for military leave to your supervisor or the General Manager.

CRIME VICTIM TIME OFF AND ACCOMMODATION

An employee who is a “victim” may take time off to seek help to protect the employee or employee’s children or the health, safety, or welfare of the employee or employee’s children.

For purposes of this policy, a “victim” is defined as:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime (misdemeanor or felony offense, including an act of terrorism) that caused physical injury or that caused mental injury and a threat of bodily injury.
- A person whose immediate family member is deceased as the direct result of a crime.
- Any person against whom any crime has been committed must take time off from work to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

“Immediate family member” means any of the following: (1) A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) A spouse; (4) A registered domestic partner; (5) A biological, foster, or adoptive sibling, a stepsibling, or a half-sibling; and (6) Any other individual whose close association with the employee is the equivalent of a family relationship.

An employee has the right to take time off from work to seek help to protect the employee or employee’s children or the health, safety, or welfare of the employee or employee’s children. An employee can take time off to get a restraining or court order.

If an employee needs time off under this policy, the employee should notify the employee’s supervisor as soon as possible. If advance notice is not possible, the employee may be required to provide appropriate written certification of the reason for the absence.

Any documentation provided to the District identifying an employee as a victim shall be maintained as confidential and shall not be disclosed by the District except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be given notice before any authorized disclosure.

The District does not pay for this leave, but an employee may use any accrued vacation or paid sick leave for such time off.

Reasonable Accommodation

The District will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking for the employees' safety while at work. A reasonable accommodation may include the implementation of safety measures, such as a transfer, reassignment, modified schedule, changed work telephone, changed workstation, or installed lock; assistance in documenting domestic violence, sexual assault, stalking, or other crimes that occur in the workplace; an implemented safety procedure; or another adjustment to the employee's job duties and position.

An employee should contact the General Manager to request accommodation under this policy. The District will engage in an interactive process with the employee to identify adequate possible accommodations and make reasonable accommodations unless an undue hardship results.

The District will make reasonable efforts to maintain the confidentiality of any employee accommodation request and will not tell co-workers or anyone else about the request unless necessary to provide the accommodation to the employee.

No Retaliation or Harassment

The District will not treat an employee differently or terminate the employee's employment for any of the following reasons:

- An employee is a victim of domestic violence, sexual assault, or stalking.
- An employee requested leave time to seek assistance under this policy.
- An employee asked for assistance or changes in the workplace to ensure safety at work.

VOTING LEAVE

Suppose an employee has insufficient time outside working hours to vote in a statewide election. In that case, they may take off enough working time to enable them to vote when added to the voting time available outside of working hours. No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting must be used at the beginning or end of the regular working shift, whichever allows the best time for voting and the least time off from work unless otherwise mutually agreed upon by the employee and their supervisor. If practicable, the employee shall give their supervisor at least two (2) working days' notice that time off for voting is desired.

ON THE JOB

ATTENDANCE AND PUNCTUALITY

The District relies on all employees to productively contribute to its success and profitability. Excessive, unexcused absences and tardiness interfere with the District's business operations, burden other employees, and may result in discipline, including termination of employment.

Regular attendance and punctuality are expected of all employees. When tardiness or absence is unavoidable, an employee must notify the employee's direct supervisor or the General Manager at least 30 minutes before their normal start time or, in the case of an emergency, as soon as reasonably possible. However, employees should follow the notification procedures outlined within the Paid Sick Leave policy when using paid sick leave for time off. Failure to follow the required call-in procedures may result in discipline, including termination.

A healthcare provider's release may be required to return to work following an absence due to illness or injury. The District may also require supporting documentation from a health care provider for absences of more than three (3) consecutive working days in which paid sick leave is being used, to the extent permitted by applicable law. Such documentation should not specify any medical diagnosis or details. Failure to comply with such requests may be cause for disciplinary action, up to and including termination.

BULLETIN BOARDS

The District provides bulletin boards to keep our employees informed on various subjects. Only authorized personnel can post, alter, or remove anything on these boards. Unauthorized materials will be removed.

CELLULAR TELEPHONES

The District requires that employees act responsibly when using cellular telephones. Common courtesy dictates that employees do not use cellular phones in office areas to avoid disturbing other employees during working hours. Further, employees who bring cellular telephones to the office should place the ringers on vibrate or other silent notifications so the work of other employees is not interrupted. Nothing in this policy shall prevent an employee from accessing the employee's cellular telephone to seek emergency assistance, assess the safety of an emergency, or communicate with a person to verify their safety.

Comment: The same issue applies: working time = working hours

Employees must adhere to all federal, state, or local rules and regulations regarding using cellular telephones while driving. Accordingly, employees must not use cellular phones if such conduct is prohibited by law, regulation, or other ordinance.

For business purposes, employees should not use handheld cellular telephones while driving. Employees whose job responsibilities include regular driving and who choose to accept or make business calls during that time are required to use hands-free telephone equipment to facilitate the provisions of this policy. Contact the General Manager to receive more information about this essential equipment.

Employees whose job responsibilities do not specifically include driving as an essential function but who may use a cellular telephone for calls related to District business must also abide by the provisions above. Under no circumstances can employees place themselves or others at risk to fulfill business needs.

Employees charged with traffic violations resulting from using a cellular telephone while driving will be solely responsible for all liabilities resulting from such actions. Violations of this policy will be subject to discipline up to and including termination.

CLASSIFICATION OF EMPLOYEES

Probationary: All employees are considered probationary during their first six (6) months.

Regular Full-Time: Employees are scheduled to work 40 hours per week or more.

Regular Part-Time: Employees are scheduled to work less than 32 hours per week.

Temporary: Employees hired to work either full or part-time for a specified time or on a per-project basis. Temporary employees are generally not eligible for District benefits except as required by applicable law or provided by District policy.

Rehired: Employees rehired following a break in service in excess of one (1) year must serve another initial probationary period, whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their re-employment for all purposes, including measuring benefits and pay. A break in service does not include periods during which an employee is absent due to legally protected leaves of absence.

Exempt employees are exempt from overtime payment due to meeting specified requirements under applicable law.

Non-exempt employees are eligible for overtime and will be paid per applicable law. For overtime calculations, compensation time or sick leave will not be counted. If the employee has used all sick leave and needs to use vacation time to finalize a timecard – the substitution of vacation for sick time will not be counted as overtime.

CONFLICT OF INTEREST

Situations involving a conflict of interest between personal interests and the interests of the District must be discussed with management to protect both parties' interests.

The district's policy is that all employees disclose any situation that does or may involve a conflict of interest between their interests and the district's interests.

While it is impossible to list every circumstance that may create conflicts of interest, the following should serve as a guide to the types of activities that may cause conflicts.

1. Disclosure or use of confidential, proprietary, or financial District information, including information regarding projects, client costs, or systems, to anyone not connected with the District, whether for personal profit.
2. A financial interest in an outside concern that does business with or is a competitor of the District (except where such ownership consists of securities of a publicly owned corporation regularly traded on the public stock market).
3. Rendering of directive, managerial, or consultant services to any outside concern that does business with, or is a competitor of, the District, except with the District's knowledge and consent.
4. Unless such items or actions are readily available to the public, acceptance of gifts of more than \$25.00 in value, loans, excessive entertainment, or other substantial favors from any outside concern that does, or is seeking to do business with, or is a competitor of, the District, without full disclosure to and approval from management.
5. Representation of the District in any transaction with a personal interest.
6. Outside employment, directly or through an intermediary, can or will adversely affect the employee's productivity or availability, including employment by a competitor.
7. Forms, books, records, and systems will be removed from District premises for use by other firms.

This list is not intended as a substitute for good judgment. Suppose an employee discovers a situation that may give rise to a conflict of interest or detract from the performance of the employee's duties at the District. In that case, disclosure should be made to the District to protect the employees' and the District's interests.

DISCIPLINARY AND TERMINATION REVIEW PROCESS

Probationary employees may be discharged at any time, without cause, and the policies in this “Disciplinary Review Process” do not apply to such employees. For all other regular employees, the following review procedures shall apply.

1. Termination, Major **Suspension, Demotion, Reduction in Pay.** In matters regarding proposed terminations, major suspensions (40 hours or more) with pay, demotion, and reduction in pay, an employee shall be notified of the District’s intent to discipline and shall be given the opportunity to meet with the General Manager at a Skelly meeting to discuss the proposed termination, major suspension, demotion, or reduction in pay before its effective date. The written Skelly notice shall:

- (1) state the intended corrective action, the reason for the corrective action, and the effective date of such action.
- (2) include a copy of the charges and materials upon which the corrective action is based; and
- (3) state that the employee has the right to respond in writing and request a Skelly meeting before the effective date of the action.
- (4)

The employee will respond in writing, attend a Skelly meeting with the General Manager (or both), or waive this opportunity. After this step, the General Manager may uphold, reduce, or revoke the recommended action. The employee shall receive written notification of the General Manager’s decision. Suppose the General Manager upholds the proposed discipline. In that case, the notification of discipline shall convey the employee's right to request an evidentiary hearing regarding the disciplinary action after the action is taken. If a proposed termination is upheld, the employee will be advised of their final date of employment. The District may place the employee on administrative leave while the Skelly process is pending.

2. Evidentiary Appeal **Process.** Employees who wish to request an evidentiary appeal hearing after being apprised of the District’s decision to reduce their pay, suspended for 40 hours or more, demote, or terminate must deliver written notice of their desire for an evidentiary appeal hearing to the General Manager within seven days from the date the employee receives notice of the District’s intent to reduce the employee’s pay or to suspend, or terminate the employee.

A. Selection, Logistics, and Role of the Hearing Officer

If an employee requests an evidentiary appeal in a timely manner, the parties shall select a hearing officer within thirty (30) days of the District’s receipt. The parties may mutually agree upon the selection of a hearing officer. Or, if they are unable to agree, the parties shall request a list of seven labor hearing officers provided by the State Mediation and Conciliation Service (SMCS).

In their request to SMCS, the parties will specify that the hearing officers on the list all have offices within 200 miles of the District's Santa Ynez office. The hearing officer shall be selected by striking alternate names from the list. The last remaining name shall serve as the hearing officer. If unable to agree on who should strike first, the first name shall be struck by the party winning the coin toss.

If either party wishes to have a hearing transcript, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally.

The parties may share equally the expenses of the hearing officer. However, if the employee elects not to share in the expenses of the hearing officer, the district shall bear the expenses of the hearing officer.

The hearing officer shall render a decision in writing within 30 days of the conclusion of the hearing and direct copies to the District's representative and the employee or his/her representative. The parties may extend this deadline if the hearing officer needs more time to complete the decision.

The hearing officer's decision shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum. The hearing officer's decision may uphold, reduce, or revoke the disciplinary action and shall be final and binding on the parties. According to the Code of Civil Procedure section 1094.5, the hearing officer's decision can be appealed.

B. Order of Hearing

1. The District's representative shall be permitted to make an opening statement.
2. The employee (or their representative) shall be permitted to make an opening statement.
3. The District shall present its evidence.
4. The employee (or their representative) shall present the employee's evidence.
5. The parties shall be permitted to offer closing statements at the Hearing officer's discretion.

C. Hearing Guidelines

1. The District shall arrange to make an audiotape or videotape of the hearing.
2. The employee or the District may arrange to have a court reporter present to record the hearing, provided that if the court reporter's notes are transcribed, the other party shall be entitled to a copy of the transcript at cost.

3. The employee and the District may be represented by legal counsel or another person of their choice at the hearing.
4. Each party shall have the right to call and examine witnesses, introduce evidence, cross-examine opposing witnesses on any matter covered in direct examination, impeach any witness regardless of which party first called the witness to testify, and rebut the evidence introduced by the other.
5. All evidence shall be taken only on oath or affirmation.
6. The hearing need not be conducted per technical rules relating to evidence and witnesses but in the manner most conducive to determining the truth. Any relevant evidence may be admitted if it is the sort of evidence upon which reasonable persons are accustomed to relying in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper the admission of such evidence over objection in a court of law.
7. Hearsay evidence may be used to supplement or explain any direct evidence. Still, it shall not be sufficient to support any finding unless it would be admissible over objections in a court of law.
8. Irrelevant evidence and unduly repetitious evidence may be excluded.
9. The hearing officer shall have the right to question either party after completion of their opening and closing statements and any witness following the witness' testimony.
10. The hearing shall be closed. During the examination of witnesses, all witnesses other than the parties shall be excluded from the hearing.
11. The hearing officer may grant a continuance for any reason necessary to reach a fair and proper decision at any time before or during the hearing.
12. The District shall bear the burden of proving that the disciplinary action that is the subject of the hearing was merited based on the preponderance of the evidence. The hearing officer shall determine the evidence's relevancy, weight, and credibility.

Comment: The hearing officer may adopt additional rules for the hearing as they determine appropriateness, as long as they are consistent with these guidelines.

DISTRICT PROPERTY

Certain employees may be issued tools, safety equipment, uniforms, portable computers, cellular phones, or other District property that the District considers essential for the satisfactory performance of the job. Employees are expected to treat District equipment carefully to preserve its usefulness. Employees may be asked to pay for District equipment damaged through abuse or loss. Improper treatment of District property may result in disciplinary action up to and including termination.

DRESS AND GROOMING STANDARDS

Employees are asked to use common sense regarding their dress and appearance and are expected to present a professional image. While the SYCSD has no formal dress code, you must dress consistently and follow sound business practices. No one has a second chance at a first impression. In choosing appropriate work attire and keeping in mind public contact, employees should dress in a way that is not distracting to other people and applies to the nature of the job and working conditions. Employees should always be neat and clean in appearance, dressed in conservative attire, and avoid clothing or jewelry that could create a safety hazard.

- Business casual clothing (coats and ties, dresses, or pantsuits) is not required daily for office staff; employees working in the field must wear safety-appropriate, clean, wrinkle-free clothing.
- Office staff should wear professional clothing on days when professional contact is expected; employees will receive prior notice of such occasions.
- The SYCSD supplies each field employee with pants, shirts, and steel-toe boots. Each field employee is expected to come to work daily in the uniform provided.

Employees inappropriately dressed will be sent home and required to return to work in appropriate attire.

EMPLOYEE GIFTS

The District understands that co-workers occasionally want to acknowledge special events such as births, deaths, marriages, or illnesses by soliciting contributions. This activity must be done during non-work time (i.e., rest and meal periods) away from all work areas and is not a District-sponsored activity. Employee contributions and participation are entirely voluntary.

EQUIPMENT AND FACILITIES

All employees are expected to keep the facilities clean and orderly. All work areas and desks are to be always kept clean and neat.

It is also essential that all employees exercise special care while operating and handling District equipment. All breakage or damage should be reported to your supervisor immediately.

EXPENSE REIMBURSEMENT

Credit Card Use

- SYCSD credit cards shall be used only for purchases and expenses approved by the General Manager.
- SYCSD credit cards shall not be used to pay for personal services provided by individuals (as distinguished from purchases of supplies, materials, and equipment from vendors). Examples of personal services for which SYCSD credit cards may not be used include but are not limited to, labor charges for auto repairs or services provided by plumbers, electricians, or construction contractors to personal property.
- SYCSD credit cards shall be used to conduct official District business only, including, but not limited to, the following:
 1. Gasoline purchases for District vehicles.
 2. A travel expense report shall document authorized travel expenses and hotel charges.
 3. Meals when required in connection with the conduct of official District business.
 4. Other circumstances when the use of a District credit card best meets the purchasing needs of the District, as determined in advance by the District's General Manager.
- When not making purchases, all SYCSD credit cards will remain at the District's office. Employees shall return District credit cards to the District office within 24 hours of completing the use thereof.
- All receipts relating to credit card purchases shall be submitted when the credit card is returned to the District office.

- No personal items shall be charged to any District credit card except those incidental to other charges made on the credit card for travel or meetings. Such incidental charges include, for example, movies charged to a hotel room that is paid for with a District credit card. In cases where a personal charge is made to a District credit card, such charges shall be reconciled and reimbursed to the District when the travel expense report is completed and turned in. Under no circumstances shall any personal items be charged to a District credit card as provided above.
- Each employee using a District credit card agrees to sign a statement setting forth the employee's agreement that, in the event personal charges are not reimbursed to the District as provided herein, such personal charges may be deducted from the compensation otherwise payable by the District to the employee.
- Failure to comply with the credit card policies, procedures, and requirements set forth herein may result in the employee's loss of use of District credit cards.

Mileage—The mileage reimbursement rate for operating privately owned vehicles will be the IRS rate in effect when the expense is incurred. The mileage distance should be calculated from the employee's home or the SYCSD's office. If the employee is found not to be at fault in traffic accidents while on district business, SYCSD may reimburse out-of-pocket expenses. An example of a reimbursable expense is the employee's auto insurance deductible.

Meals and Travel - Employees on District-approved travel shall be covered up to the maximum rate allowable for meals, travel, and incidental expenses incurred inside or outside the United States, following the GSA travel regulations effect on the date of the travel. Employees will be covered for actual lodging expenses.

<https://www.gsa.gov/travelplan-book/per-diem-rates>

Time scheduled by the District for travel via common carrier to and from a temporary travel assignment that requires employees to travel will be paid at the employee's hourly rate, including time worked on the day of travel. At temporary travel locations, travel from the hotel to the airport of departure and time spent in travel status to the destination will be used to compute travel pay. SYCSD General Manager must approve all travel on customarily scheduled days off.

To be eligible for meal reimbursement, the following criteria must be met.

- For breakfast: The employee must have started traveling before 7 a.m. or stayed overnight.
- For lunch: The employee must have started traveling before 11 a.m. or stayed overnight. If the travel ends before noon, lunch expenses will not be eligible for reimbursement.

- For dinner: The employee must have started traveling before 4 p.m. or stayed overnight. If the travel ends before 6 p.m., dinner expenses will not be eligible for reimbursement.

HOURS OF WORK

Normal operating hours are between 6:00 a.m. to 6:00 p.m.

Your supervisor will advise you if your hours must deviate from the above. All employees should be aware that occasional overtime work may be required as a condition of employment. The District will try to give advance notice of such overtime needed, but this may not always be possible. All overtime must be pre-approved. Employees working unauthorized overtime will be paid for the time worked but may be subject to disciplinary action up to and including termination.

LACTATION ACCOMMODATION

The District provides a reasonable break time to accommodate an employee desiring to express breast milk for their child. The break time shall run concurrently with any break time provided to the employee. Break time for a non-exempt employee that does not run concurrently with the 15-minute paid rest periods with which they are already provided shall be unpaid unless otherwise required by law. Exempt employees shall be paid in a manner consistent with applicable law.

The District will provide employees with a private room or location to express milk. This room or location may be where the employee normally works. The room or location will:

- Not be a bathroom.
- Be close to the employee's work area.
- Be shielded from view.
- Be free from intrusion by others and from observation by technology (i.e., webcams, security cameras, etc.) while the employee expresses milk.
- Be safe, clean, and free of toxic or hazardous materials.
- Contain a surface to place a breast pump and personal items.
- Contain a place to sit and
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

The District will also provide access to a sink with running water and a refrigerator or cooling device suitable for storing milk near the employee’s workspace. The use of the room for lactation shall take precedence over other uses, but only for the time it is in use for lactation purposes.

If an employee desires lactation accommodation, the employee must submit a request to the General Manager Department. If the District cannot provide break time or a location to express milk, the District will provide a written response to the employee’s request.

Employees who believe they have not been provided lactation accommodations consistent with this policy must notify the General Manager, who will seek to resolve the matter within 10 calendar days. If the employee feels that the employee’s rights have been violated, the employee has the right to file a complaint with the Labor Commissioner.

MEAL AND REST PERIODS

The District authorizes and permits non-exempt employees who work at least three and one-half (3.5) hours in a workday to take paid rest periods, which, insofar as practicable, shall be in the middle of each work period and during which they will be completely relieved of all duty. The authorized rest periods shall be based on the total hours worked daily at the rate of 15 minutes of rest time per four (4) hours or a significant fraction thereof worked, as indicated in the following chart:

Hours Worked in the Workday	Number of 15 Minute Periods
3.5 to 6 hours	1
More than 6 to 10 hours	2
More than 10 to 14 hours	3
More than 14 to 18 hours	4
More than 18 to 22 hours	5
More than 22 to 24 hours	6

Rest periods may not be added to meal periods to extend the time nor used to make up for tardiness or leaving work early.

Non-exempt employees who work more than five (5) hours a day are also provided an uninterrupted 30-to-60-minute unpaid meal period each day. During this meal period, employees are completely relieved of their work duties, and the District relinquishes control over the employees’ activities.

An employee's meal period must commence before the end of the fifth hour of the employee's shift unless six (6) hours are required to complete the workday. If six (6) hours will complete the day, then the meal period may be waived by mutual consent of the District and the employee. An employee working more than 10 hours is provided a second unpaid, off-duty meal period of 30 minutes unless 12 hours complete the workday. If the employee works 12 hours or less in the day, then by mutual consent of the District and the employee, the second meal period may be waived, but only if the first meal period was not. The second meal period must commence no later than before the end of the tenth hour of work.

The District will allow employees to take their meal and rest periods. It will not impede or discourage employees from having their meal and rest periods. Employees may leave the premises during their meal and rest periods and are not "on call" during their meal and rest periods. Employees are not required to check email, voicemail, or any work-related devices (cell phones, etc.) during their meal or rest period. If employees believe they have been impeded from their meal and rest periods, they must immediately notify their supervisor or General Manager to address the matter appropriately.

OFF-DUTY CONDUCT

While the SYCSD does not seek to interfere with its employees' off-duty and personal conduct, certain types of off-duty conduct may interfere with SYCSD's legitimate business interests. For this reason, employees should be aware of the following policies:

Employees are expected to conduct their personal affairs in a manner that does not adversely affect SYCSD's integrity, reputation, or credibility. Conduct that adversely affects SYCSD's legitimate business interests or the employee's ability to perform their job will be subject to disciplinary action, including termination.

OUTSIDE EMPLOYMENT

While employed by SYCSD, employees are expected to devote their energies to their jobs with the SYCSD. The following types of outside employment are strongly discouraged:

- Employment conflicts with an employee's work schedule, duties, and responsibilities.
- Employment that creates a conflict of interest or is incompatible with the employee's employment with SYCSD.
- Employment that impairs or has a detrimental effect on the employee's work performance with SYCSD.
- Employment requires the employee to conduct work or related activities on SYCSD's property during working time or using SYCSD's facilities and equipment.

- Employees who wish to engage in outside employment that may create a conflict of interest or the appearance of a conflict of interest must submit a written report to their supervisor explaining the details of the outside employment. SYCSD assumes no responsibility for outside employment. SYCSD shall not provide workers' compensation coverage for injuries arising from or outside employment. If an employee has any doubts, it is recommended that a written report be submitted to ensure there are no future problems.

The District prohibits any outside employment that may present a conflict of interest with the employee's job duties or the goals of the District.

All employees must submit a written request to management for approval to obtain outside employment to ensure that a conflict of interest does not arise.

The written request should include the name of the organization for which the employee will be working, a description of the job duties the employee will be performing, and a statement as to why this will not be a conflict of interest with the employee's current employment at the District.

Suppose an employee cannot maintain acceptable performance standards following acceptance of outside employment. In that case, the employee may be asked to adjust their work for the other employer so it does not impact their performance for the District. If the employee fails to address the performance issues adequately, they may be subject to disciplinary action, up to and including termination.

PERFORMANCE REVIEW AND EVALUATION

During employment with the District, employees' performance on the job may be periodically reviewed and evaluated. In most cases, but not necessarily all instances, these reviews involve the employee and their immediate supervisor and generally occur annually. These reviews assess various subjects, including but not limited to Employee performance on the job, attitude, attendance, and willingness to contribute to the success of the District. A performance evaluation is not necessarily tied to any increase in income but is meant to review pertinent job-related issues.

PERSONAL INFORMATION

The District must have on file all employees' current addresses, phone numbers, people to contact in case of an emergency, and any information that will affect their tax situation or insurance coverage. Therefore, if an employee is adding or deleting dependents, moving residences, changing telephone numbers, etc., they must notify their supervisor or the Management of this change as soon as reasonably possible.

PERSONAL PHONE CALLS AND MAIL

Employees must keep personal phone calls to an absolute minimum to avoid interfering with our operations and productivity during work. Employees are also requested to have all personal mail directed to their home address. Abuse of telephone or mail privileges may subject the employee to disciplinary action, including termination.

PROBATIONARY PERIOD

All newly hired employees must complete a probationary period of six (6) months. This probationary period allows time to evaluate the employee's performance and capabilities before placing them on a regular status. During this time, employees could also determine if the district is where they wish to work. During this probationary period and the entire period of employment with the District, employment is "at-will." The District is free to change the employee's terms and conditions of employment with or without notice and with or without cause, including, but not limited to, termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work. Probationary employees are not eligible for benefits except as required by law or as set forth by District policy.

After completing the probationary period, employees will be assigned a new job classification. The employee's original date of employment will be considered their anniversary date for any future benefits. The District retains the right to extend the probationary period as necessary.

RECOVERY PERIODS (HIPP)

The District provides employees recovery periods as required by law. A recovery period means a cooldown period afforded to an employee to prevent heat illness.

Employees suffering from heat illness, believing a preventative recovery period is needed, or needing to protect themselves from overheating shall be provided access to an area with shade that is either open to the air or provided with ventilation for no less than five (5) minutes. Such access to shade shall always be permitted.

Cooling measures other than shade may be provided if such measures are at least as effective as shade in allowing employees to cool. The District will not require an employee to work during a recovery period mandated by law.

SAFETY

The district values every employee's health and well-being and strives to provide safe working conditions for all employees.

Although the District strives to maintain the very highest safety and health standards, the success of such a program rests ultimately with the employees. All employees are required to report to the General Manager any condition that might represent a potential hazard to

the safety of an employee or customer. If an employee has an accident or injury, no matter how slight, they must report it immediately to their supervisor. Any use of fire extinguishers must be reported immediately to the General Manager, and the extinguisher must be turned in for refill.

Failure to observe safety procedures could lead to disciplinary action, including termination.

SMOKING POLICY

The District has established a non-smoking policy inside any of its buildings and permits smoking outside in designated areas only. Employees who smoke in non-smoking areas may be subject to disciplinary action up to and including termination. The District's prohibition against smoking includes e-cigarettes and other vapor-producing devices.

TOOLS AND EQUIPMENT

Occasionally, employees may wish to borrow District tools and equipment for non-work-related projects. District-owned materials may not be used for personal use or removed from the premises without prior written approval from management. The District assumes no liability for any injuries that may occur while using these on non-job-related projects or for any malfunction. Employees may also be responsible for any damage or breakage while using the borrowed tools and equipment.

USE OF PERSONAL & RENTAL VEHICLES AND ACCIDENT REPORTING

Employees of SYCSD will be reimbursed for costs associated with driving their automobile on SYCSD business based on the rate established by the Internal Revenue Service (IRS) at that time, which contemplates expenses such as wear and tear on the vehicle, gas, insurance, etc. While driving on SYCSD business, the employee's auto insurance is intended to provide the primary insurance coverage. Employees who operate their vehicles on SYCSD business may do so provided the following conditions are followed:

- The vehicle must be in sound and safe operating condition and maintained at the employee's expense.
- The employee must obey all state and local driving laws and observe driving conditions with the utmost care, including but not limited to wearing a seat belt.
- The employee must possess and maintain a valid California driver's license.
- All vehicles driven on SYCSD business must be registered with the California Department of Motor Vehicles.
- The employee must authorize SYCSD to access the employee's driver's license record through the DMV Employer Pull Notice Program.

- Employees with driver's licenses suspended or revoked must promptly report these conditions to their supervisor.
- SYCSD accepts no responsibility for citations issued to an employee by any law enforcement agency while driving a vehicle on SYCSD business under any circumstances. All liabilities created by any citation will be the responsibility of the employees who receive them.

Accident Reporting - Employees who are involved in an accident while using any vehicle on SYCSD business are expected to adhere to the following procedure:

1. Do not argue, do not admit liability, and do not make a statement to anyone except the police, the General Manager, or other appropriate SYCSD management.
2. Obtain the names and addresses of:
 - a. Owner of other vehicle(s).
 - b. Insurance carrier of the other driver(s).
 - c. Witnesses.
 - d. Injured person(s).
 - e. Other driver(s), including the number and state issuing the driver's license.
3. Note these items:
 - a. The speed of each vehicle and its direction of travel.
 - b. Each driver gives a signal, if any.
 - c. Time of accident.
 - d. Any mechanical aspect of the other vehicle that may have caused the accident (e.g., no brake lights, etc.).
4. Promptly report to the General Manager.

WORKPLACE VIOLENCE

The District has a zero-tolerance policy towards violent acts or threats of violence against employees or non-employees with whom the District has a business, service, or professional relationship. No employee may commit or threaten to commit any violent act against a co-worker or other individual in any business-related setting. This includes, but is not limited to, bringing weapons onto District property.

Any employee who is subjected to or threatened with violence by a co-worker or another individual or is otherwise aware of a violation of this policy or of another individual who has been subjected to or threatened with violence in a business-related setting must immediately report this information to their supervisor, any other District supervisor, or General Manager. An employee is permitted to use the employee's cellular telephone to seek emergency assistance, assess the safety of an emergency, or communicate with a person to verify their safety. Moreover, in a true emergency, employees should immediately contact law enforcement by calling 911.

When an investigation discloses a violation of this policy, appropriate disciplinary action, including termination, may be taken. No retaliation will be allowed against any employee who, in good faith, files such a complaint.

Similar Sections from the expired Bargaining Agreement

DMV Pull Notice Program - The District has considerable automobile liability exposure from employees driving as part of their duties. To limit the District's exposure to such liability, the District has elected to participate in the Department of Motor Vehicles (DMV) Employer Pull Notice Program. The Program provides employers such as the District with information about employee convictions of motor vehicle safety violations and any action the DMV takes against a driver's license. Nonetheless, employees must maintain their licenses in good standing and immediately notify the District if they are cited for any driving violation or if their driver's license is suspended, revoked, lost, or otherwise compromised. Under the SYCSD general and motor vehicle liability insurance policies, employees must remain insurable.

Employees whose job classification requires them to maintain a valid California driver's license or who must drive frequently as part of their duties will be required to participate in the DMV Employer Pull Notice Program. Job positions that are currently subject to the Program are as follows:

Operation employees in the above-listed positions will be asked to sign a form authorizing the DMV to release information to the District.

This information will be forwarded to the DMV for participation in the Pull Notice Program. The data is retained as confidential. Failure to provide or keep the required information up to date will result in the employee being ineligible to operate district-owned vehicles or use personal vehicles for district business.

The District reserves the right to refuse authorization for any employee to operate a District vehicle. Employees not participating in the DMV Pull Notice Program will not be authorized to use any District or private vehicle on District business.

Upon termination of employment with the District, the District will remove the employee from the District's DMV Pull Notice Program.

(New) THE SALARY STEP PLAN:

Step Increases. A step wage increase will be granted to an eligible employee based on the discretion of the General Manager. Factors that will be considered in determining whether a wage increase will be given include but are not limited to the following: the financial condition of the District; the employee's performance, the employee's length of service with the District; and the employee's particular skills, experience, education, or credentials as such are relevant to the employee's duties and the services provided to the District.

The salary step plan shall provide a salary range for each employee's job classification. Such salary range will be divided into six (5) salary level steps, which shall be interpreted and applied as follows:

"A" STEP: The "A" or first step salary level will be the minimum rate and usually shall be the starting or hiring rate and shall include the six (6) months probationary period. In exceptional cases, when it is merited by experience, education, training, or other qualifications, the General Manager may approve the hiring of a candidate for employment at a higher level.

"B" STEP: The "B" or second step salary level may be granted to an employee after satisfactory completion of twelve (12) calendar months of continuous service at the "A" Step in one or more classifications. The adjustment shall be made only if granted by the General Manager based on a satisfactory performance evaluation.

"C" STEP: The "C" or third step salary level may be granted to an employee who has proven to be entirely satisfactory in a given (i.e., the same) classification for twelve (12) calendar months of continuous service from the granting of the previous salary step increase only if granted by the General Manager based on a satisfactory performance evaluation. The third step is incentive advancement, which is the rate at which fully qualified, experienced, and ordinarily conscientious employees are expected to be paid.

"D" STEP: The "D" or fourth step salary level may be granted to an employee who has proven to be entirely satisfactory in a given (i.e., the same) classification for twelve (12) calendar months of continuous service from the granting of the previous salary step increase only if granted by the General Manager based on a satisfactory performance evaluation. **The fourth step is reserved as a reward for work that is above average.**

"E" STEP: The "E" or fifth step salary level may be granted to an employee who has proven to be entirely satisfactory in each (i.e., the same) classification for twelve (12) calendar months of continuous service from the granting of the previous salary step increase and only if granted by the General Manager based on a satisfactory performance evaluation. **The fifth step is reserved as a reward for outstanding service.**

ADVANCEMENT BASE DATE:

The basis for the advancement date for all step advancements shall be the employee's date of hire or appointment, except as follows:

Suppose the employee receives a promotion to a position that results in compensation at a higher range. In that case, a new advancement date shall be based on the date the promotion becomes effective.

Suppose the employee terminates employment or is terminated from the District and is re-employed or reappointed later. In that case, that employee shall be given a new initial anniversary date, the most recent date of employment, or reappointment.

STEP INCREASE ON PROMOTIONS:

When an employee receives advancement to a higher range, the employee's new compensation shall be determined by locating the dollar amount of the range and the step from which it is promoted in the new range. If the dollar amount falls between steps of the new range, the next higher step shall apply so that the employee receives a minimum of five percent (5%) increase for the promotion.

LONGEVITY PAY INCREASES:

Regular employees (does not include part-time hourly, regardless of the number of weekly hours worked) who have completed at least ten (10) full years of service in that category shall receive a two percent (2.0%) differential above the rate otherwise applicable. After fifteen (15) years, said differential shall be increased by an additional two and one-half percent (2.5%) to four and one-half percent (4.5%). After twenty (20) years, it shall be increased by an additional two and one-half percent (2.5%) to seven percent (7.0%). Leave of Absence time, as allowed under this Agreement, shall not be counted for during the review period described in the section.

Hiring - The General Manager will employ a new employee. Open positions at the SYCSD will be transmitted to current employees before seeking applicants outside the SYCSD. Applications will be reviewed, and interviews will be held without discrimination to determine the most qualified person or persons for the position.

Salary Schedule - All SYCSD employees shall receive the compensation provided in the basic salary schedule. This section does not allow for an individual employee's salary/wage to be reduced under the terms of the Agreement.

Initial assignment to a position: employees shall be employed at the first step of the salary range for the position to which the appointment is made. Suppose an applicant possesses extraordinary qualifications for the position for which the applicant is being hired. In that case, the General Manager may authorize the employment of such an applicant anywhere within the appropriate salary range. For this section, "extraordinary" means that the applicant has education, experience, and skills superior to what is commonly required and expected for the position.

Salary Schedule - All SYCSD employees shall receive the compensation provided in the basic salary schedule. The section does not allow for an individual employee's salary/wage to be reduced under the terms of the Agreement.

At the time of their initial assignment to a position, employees shall be employed at the first step of the salary range for the position to which the appointment is made. Suppose an applicant possesses extraordinary qualifications for the position for which the applicant is being hired. In that case, the General Manager may authorize the employment of such an applicant anywhere within the appropriate salary range. For this section, “extraordinary” means that the applicant has education, experience, and skills superior to what is commonly required and expected for the position.

Employee Merit Wage/Salary - The General Manager is responsible for evaluating and administering Merit Salary Adjustments for all authorized positions. Merit wage/salary increases for all SYCSD employees are based on employee performance, contributions, and standards.

Cost-of-living Salary Adjustments (COLA) shall be applied at the same percentage rate to each position and classification in the salary and wage schedule effective July 1 of each calendar year. The section does not allow for an individual employee's salary/wage to be reduced under the terms of the Agreement.

The district will use the _____ to determine wage increases. The reference document will be the _____, which will be used from January to December of each year.

This COLA Section of the Employee Handbook will be discussed as an Action Item at a future Board Meeting.

Break Room - The SYCSD has a microwave, toaster, and refrigerator for your use during breaks and at lunch. It would be best if you cleaned up after yourself. Do not leave any dirty dishes. Wipe off the counter and clean the inside of the microwave if there is any food splattering during cooking.

Coffee/Tea/Hot Chocolate: These items are available for your use and convenience, so help yourself, but please be careful with hot liquids.

Making Coffee: Throw the grounds in the garbage (not the sink) and rinse the basket. The coffee drinkers should share in making coffee and keeping the pot clean.

Refrigerator: The refrigerator is available for your convenience. However, several employees use the fridge, so please limit the items you put in it. Also, it will be cleaned out every Friday, so please throw away old items and take home dishes. Keep the refrigerator clean.

Housekeeping: All employees are expected to keep their work areas clean and organized and maintain a clean work environment. They are also expected to dispose of trash properly and recycle when possible.

Anti-Nepotism Policy - SYCSD wishes to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment, and other supervision, security, safety, or morale problems that can arise from personal or romantic relationships between coworkers or supervisors and their subordinates. Accordingly, the District generally will not hire relatives or partners of existing employees if they are in a close working or supervisory relationship with their relative/partner. For the same reasons, supervisors are prohibited from becoming romantically/sexually involved with subordinate employees. A

“relative” is a spouse, registered domestic partner, child, brother, sister, mother, father, in-law, or step-relationship. A “partner” is a person with whom an employee is involved in a romantic or sexual relationship.

If two employees subsequently become relatives or partners, they should advise the General Manager (or, in the case of the General Manager, the Board) of their relationship. If no alternative position is available and no other arrangement acceptable to the District in its sole discretion is available, and neither of the employees voluntarily leaves the District, the District may elect to conclude its employment relationship with whichever of the employees it feels most appropriate based on operating needs and other business factors.

Pay Advances - SYCSD does not allow pay advances on earned or scheduled but not worked hours. Therefore, employees are not eligible to receive manually processed paychecks for hours worked during a current pay period in advance of SYCSD’s normal payday, regardless of the reason for such a request.

A. Employee Reference Checks - Should you receive a request for a reference, you must refer the request to the General Manager for handling. You may not issue a reference to any current or former employee without the permission of the General Manager.

Under no circumstances should you release any information about any current or former SYCSD employee over the telephone. All telephone inquiries regarding any current or former employee of the SYCSD must be referred to the General Manager.

In response to an outside request for information regarding a current or former SYCSD employee, the General Manager will generally limit their response to verifying an employee’s employment dates and positions.

Customer Relations - Employees are expected to be polite, courteous, prompt, and attentive to every person. Never regard a person’s question or concern as an interruption or an annoyance. All employees must make every effort to achieve complete, accurate, and timely communications – responding promptly and courteously to all proper information requests and complaints.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and ensure the call is received. Through your conduct, show your desire to assist the customer in obtaining the help they need. If you are unable to help, find someone who can. All correspondence and documents must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

When an employee encounters an uncomfortable situation they do not feel capable of handling, the General Manager should be called immediately. Never argue. If a problem develops or the person remains dissatisfied, ask the General Manager to assist in resolving it.

Video Surveillance.

1. The District may install and maintain video surveillance systems in the facility's Operations and Office Areas. Audio capabilities will not be employed.
2. Discipline from the video discovery will not go back more than six months. The District agrees not to use such systems in restrooms, break rooms, board rooms, and dressing areas. Such systems will not be used to monitor stewards or employees engaged in protected union activities.
3. All cameras will be visible.
4. Only the General and Office Manager will have administrative access to the video recorder. If used for discipline, all recordings will be time and date-stamped.
5. Videos or recordings created by individuals may not be used in discipline procedures.

MANAGEMENT RIGHTS CLAUSE

For the efficient and smooth operation of the District, management reserves the right to schedule work and hours, manage the business, and direct the workforce as necessary.

In staffing problems, employees may be temporarily transferred to other departments or given additional job responsibilities. Employees are expected to accept these alternate assignments and responsibilities.

IN CLOSING

This Handbook has only briefly described some of the District's policies, benefits, and procedures. If an employee has any questions, the employee should approach the employee's supervisor for assistance.

Certain immaterial changes to the Employee Handbook will be made administratively and based on staff input. Most material changes require clarification for certain sections to increase employee understanding of real-life work scenarios.

Changes to the handbook that have financial implications for the District will require Board approval.

The policies and procedures outlined in this Handbook supersede any prior policies and procedures established to the contrary.

ACKNOWLEDGMENT OF RECEIPT

I have received a copy of the Santa Ynez Community Services District (the “District”)’s Employee Handbook (the “Handbook”) and understand that it contains essential information about the District’s general personnel policies and my privileges and obligations as an employee. I acknowledge that I have read, understand, and will adhere to the District policies within the Handbook and have familiarized myself with the material in the Handbook. I know that the District may change, rescind, delete, or add to any policies, benefits, and practices described in the Handbook from time to time, at its sole and absolute discretion, with or without prior notice, except for the nature of the employment relationship, which may only be modified by a written agreement signed by the General Manager and the employee. The District will advise employees of material changes to the Handbook within a reasonable time.

I also acknowledge that I have received, read, and understand the District’s Prohibition Against Harassment, Discrimination, And Retaliation policy (the “Policy”). I further acknowledge that any violation of the Policy may result in discipline, up to and including termination of employment.

Employee Signature

Date