

LIVERMORE AREA RECREATION AND PARK DISTRICT

PERSONNEL RULES AND REGULATIONS

Adopted by Resolution No. 1231, dated March 14, 1990.
Amended by Resolution No. 1337, dated November 13, 1991
Amended by Resolution No. 1347, dated March 11, 1992
Amended by Resolution No. 1368, dated July 29, 1992
Amended by Resolution No. 1379, dated January 13, 1993
Amended by Resolution No. 1429, dated April 13, 1994
Amended by Resolution No. 1481, dated September 13, 1995
Amended by Resolution No. 1530, dated November 13, 1996
Amended by Resolution No. 1599, dated April 29, 1998
Amended by Resolution No. 1615, dated July 8, 1998
Amended by Resolution No. 1637, dated April 28, 1999
Amended by Resolution No. 1666, dated December 8, 1999
Amended by Resolution No. 1735, dated July 25, 2001
Amended by Resolution No. 1791, dated July 31, 2002
Amended by Resolution No. 1896, dated May 26, 2004
Amended by Resolution No. 1899, dated June 30, 2004
Amended by Resolution No. 2029, dated August 9, 2006
Amended by Resolution No. 2094, dated December 12, 2007
Amended by Resolution No. 2171, dated March 11, 2009
Amended by Resolution No. 2206, dated September 30, 2009
Amended by Resolution No. 2270, dated January 12, 2011
Amended by Resolution No. 2282, dated March 16, 2011
Amended by Resolution No. 2296 dated June 15, 2011
Amended by Resolution No. 2334 dated May 30, 2012

Pursuant to Ordinance Number 4, adopted and approved by the Board of Directors on March 14, 1990, amended by the Board of Directors on November 13, 1991, March 11, 1992, July 29, 1992, January 13, 1993, April 13, 1994, September 13, 1995, and November, 13, 1996, the Livermore Area Recreation and Park District (District) adopts the following Personnel Rules and Regulations. These Rules and Regulations are subject to revision by the Board of Directors (Board) at any time. These Rules and Regulations are also subject to amendments by federal or state law and in the event that either is more restrictive, that law shall supersede these regulations.

I. EQUAL OPPORTUNITY

The District is an equal opportunity employer. It is the policy of the District to provide equal opportunity without discrimination on any basis prohibited by law. It is the policy of the District to employ, retain, promote, compensate, train, transfer, terminate and otherwise treat all employees and job applicants on the basis of merit, qualifications and competence.

II. POLICY AGAINST HARASSMENT

- A. The District is committed to providing a work environment that is free of harassment. The District prohibits sexual harassment and harassment on any other basis protected by applicable law. This policy applies to all persons involved in the operation of the District, including employees, independent contractors, Board members, and any person doing business with or for the District.
- B. Prohibited harassment includes verbal, physical and visual conduct that creates an intimidating, offensive or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment, (2) submission or rejection of the conduct is used as the basis for an employment decision or (3)

the harassment interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment. For example, the District prohibits the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual conduct such as derogatory and/or sexually oriented posters, photography, pictures, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors;
- Retaliation for having reported or threatened to report harassment.

- C. Any employee who believes he or she has been harassed should promptly report the facts of the incident and the names of the individuals involved to one or more of the following: the employee's supervisor, the District's Human Resources department, the General Manager, or a member of the Personnel Commission. The District will promptly investigate any complaint of harassment. All complaints of harassment will be kept confidential except to the extent necessary to investigate them. If the District determines that harassment in violation of this policy has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the District to be responsible for harassment will be subject to appropriate disciplinary action, up to and including termination of employment.
- D. The District encourages all employees to report any incidents of harassment immediately so that complaints can be quickly and fairly resolved. Employees should also be aware that the federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. Employees who believe they have been harassed or have been subject to retaliation may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.
- E. The District will not retaliate against an employee, who in good faith reports an incident or acts as a witness, and will not tolerate or permit retaliation by management or other employees.

III. SELECTION OF EMPLOYEES IN THE COMPETITIVE SERVICE

- A. A "full-time" employee in the competitive service is defined as either:
 - 1. Full year: an employee holding a 12-month position scheduled to work 40 hours per week; OR
 - 2. Three-quarter year: an employee holding a 9-month position, scheduled to work 40 hours per week. Positions so designated in the classification plan are identified by "9", i.e., "Park Maintenance I (9)" or "7474 (9)".
- B. Eligibility List
 - 1. Vacant positions in the competitive service shall be filled from qualified candidates certified on an eligibility list. The selection procedure described herein does not apply where the District is required to fill a vacancy as a result of a legal obligation, disciplinary action, or where an employee has preferential rehire or reinstatement rights.
 - 2. Eligibility lists shall be developed for each vacant position in the competitive service and shall be in force for three months after certification, subject to a six month extension at the discretion of the General Manager. In the event the District does not hire a candidate on the eligibility list, the list shall be terminated and the District may conduct another recruitment to fill the vacancy.
 - 3. Only qualified candidates shall be certified on an eligibility list. To the extent qualified candidates are available,

- a. Four candidates with the highest scores shall be certified on an eligibility list established to fill one vacant position.
 - b. For two or more vacant positions in the same classification, the number of candidates certified on the eligibility list for the classification shall be three times the number of vacant positions.
- 4. The General Manager is the appointing authority for competitive service employees, and may select any candidate on the eligibility list.
- C. Vacant full-time positions in the competitive service subject to this selection procedure shall be posted and advertised where appropriate.
- D. Any offer of full-time employment in the competitive service is conditional on a medical examination certifying that the candidate is able to perform all the essential tasks and duties of the position, with or without reasonable accommodation. The medical examination will be made by a physician selected by the District and at District expense.
- E. Examination
 - 1. An eligibility list of qualified candidates shall be based on a competitive examination. A qualified candidate is one who meets or exceeds the minimum qualifying aggregate score.
 - 2. A competitive examination is an evaluation of the job-related abilities of the candidates. The method of examination may consist of any of the following personnel selection techniques: achievement tests, aptitude tests, interviews, performance tests, evaluation of daily work performance, work samples or physical agility tests.
 - 3. The General Manager shall determine the manner and method of the examination. The Board of Directors, on recommendation of the Personnel Commission and General Manager, may contract with any qualified agency or individual to conduct any aspect of the examination. In the absence of such a contract, the General Manager shall conduct the examination.
 - 4. The General Manager shall establish the minimum qualifying score for each part of the examination and the total examination. If the examination consists of multiple parts, the General Manager shall determine the appropriate weight of each part of the examination. To the extent possible, the examination announcement should describe the method of examination, the weight given to each part of the examination and the minimum qualifying score. In a multi-part examination, failure to pass one part of the examination may subject the candidate to disqualification from the entire examination.

F. Veterans Preference

For initial employment with the District, an honorably discharged armed forces veteran of the United States who meets the minimum final qualifying score in an open competitive examination shall be given an additional credit equal to five percent of the maximum score attainable in the examination. The candidates must apply for this credit by presenting with the application proof of honorable discharge from the armed forces of the United States showing the dates of military service.

G. Promotional Examination

At the discretion of the General Manager, a vacant position in the competitive service may be "closed" to candidates who are not presently employed in the competitive service with the District. Candidates for

promotional positions may be examined based upon prior service accomplishments, completion of training courses, or any other testing method. Candidates must be full-time employees in the competitive service who possess the minimum qualifications for the position. For purposes of this section, promotion for an employee in the competitive service is defined as a move to a position in the competitive service with a higher salary range than that currently held by the employee.

H. Payment of Travel Expenses for Candidates

The General Manager may, in his or her discretion, authorize payment of travel expenses for candidates invited to participate in examinations for openings in positions at or above the supervisory level, provided the candidate is required to travel a distance in excess of 200 miles.

IV. SELECTION OF AT-WILL PART-TIME, TEMPORARY AND SEASONAL PERSONNEL

- A. A Part-Time position is defined as an at-will position with a regular work schedule of less than 40 hours per week. A temporary and/or seasonal position is defined as an appointment for a specific length of time. Part-Time, temporary and seasonal positions are not competitive service positions and are not eligible for competitive service benefits. Part-Time, temporary and seasonal positions may be compensated on an hourly, monthly, or per event basis as specified annually in the salary resolution.
- B. At the discretion of the General Manager, job postings for Part-Time, seasonal or temporary positions may be advertised.
- C. Although Part-Time, temporary and seasonal employees are not required to be residents of the District, such openings will be filled in so far as possible by qualified residents of the District.
- D. The General Manager shall determine the method of selection for Part-Time, temporary and seasonal positions. At the discretion of the General Manager, a competitive examination may be conducted.
- E. The General Manager is the appointing authority for all Part-Time, temporary and seasonal positions.

V. GRANT FUNDED POSITIONS

Employees holding grant funded positions shall come under the provisions of these rules and regulations only as required by the implementing federal/state legislation and its administrative regulations. Where no such legislation and/or administrative regulations exist, such employees shall be considered as exempt from the competitive service.

VI. EMPLOYMENT OF RELATIVES

As a general rule, relatives of employees, members of the Board of Directors or the Personnel Commission are not eligible for employment with the District where potential problems of supervision, safety, security or morale, or potential conflicts of interest exist, as determined in the General Manager's sole discretion. Relatives are defined as a spouse, registered domestic partner, child, parent, grandparent, brother, sister, in-law, or any other relative living in the same household. In addition, unrelated persons living in a family relationship in the same household are included in this category.

For non-benefitted positions, the Personnel Commission will review any proposal for an exception to this general rule and make a determination regarding the potential hiring. The minutes of the Personnel Commission meeting will report the outcome. The approval to hire individuals into a benefitted position under these circumstances must come from the Board of Directors after a review by the Personnel Commission and Personnel Committee. Per prior Board action, this rule does not apply to part-time aquatics positions.

VII. CLASSIFICATION SYSTEM

A. Definitions

1. "Position Classification Plan" means the District's comprehensive plan to assign all positions in the competitive service to a class specification, including title and job description of duties and responsibilities.
2. "Job Classification" means the position held by an employee in the competitive service which is described in the Position Classification Plan and which is assigned a salary range in the Compensation Plan.
3. "Reclassification" means a material change in a competitive service employee's duties and responsibilities which requires an evaluation of the employee's job and salary consistent with the Position Classification Plan and Compensation Plan. The reclassification may mean a change in job classification which is assigned a higher or lower salary range in the Compensation Plan.
4. "Transfer" means a change from one job classification to another in the competitive service.

B. Position Classification Plan

1. All positions in the competitive service shall be assigned a class specification, including title and job description of duties and responsibilities.
2. When a new position is created, the class specification should be reviewed by the Personnel Commission for recommendation prior to submission to the Board.
3. Supervisors and managers are responsible for ensuring that employees perform their jobs consistent with the employee's class specification.

C. Reclassification

1. Competitive service employees are expected to perform duties and responsibilities described in the job description for the class specification.
2. In the instance where an employee's actual duties and responsibilities materially change from that described in his or her job description, the General Manager may conduct an evaluation of the employee's job and recommend to the Board of Directors that the employee be reclassified to a class specification consistent with the actual duties and responsibilities performed.
3. Reclassification may be to a job classification assigned a higher or lower salary range in the Compensation Plan.
4. In the instance where an employee's reclassification would be to a position with the same salary range, the General Manager shall have the authority to approve the reclassification.
5. Reclassification shall not be used to fill a vacancy which should be filled through the competitive examination process.

D. Transfer

An employee in the competitive service may change from one job classification to another only through the competitive examination process, unless the transfer is required as a result of a legal obligation, disciplinary action, or where an employee has preferential rehire or reinstatement rights.

VIII. COMPENSATION PLAN

A. Competitive Service

1. Compensation for all positions in the competitive service is administered through the Performance Management Program.
2. Compensation is determined on an annual basis at the same time for all competitive service employees, with the exception of probationary review adjustments and promotional increases.
3. All positions in the competitive service are assigned a salary range annually by the Board of Directors.
4. Placement in the salary range is based on and directly related to employee performance.
5. Employees may receive a lump sum bonus in addition to their base pay during the annual pay administration period for distinguished job performance, as determined in the discretion of the General Manager.
6. Placement within a salary range at time of initial employment or transfer is at the General Manager's discretion.
7. Probationary employees will have their pay reviewed after one year of full-time employment.

B. Non-competitive service

1. The compensation for all paid positions not included in the competitive service shall be determined on an annual basis by the Board of Directors.
2. The compensation of all non-competitive service employees shall be set within the range of compensation for each position established in the annual Salary Resolution.
3. Increases in compensation for all non-competitive service employees will be based on merit. All non-competitive service employees, except the General Manager, will be evaluated for increased compensation annually.

C. Annual Review of Compensation

1. On an annual basis, the Board of Directors may review the compensation of all paid positions in the District unless the compensation is provided by law.
2. The General Manager may recommend any modification to the compensation plan. These recommendations are presented to the Personnel Commission which may conduct public hearings. At the conclusion of the public hearing, the Personnel Commission shall submit its recommendations to the Board.

D. Determination of Initial Compensation

1. New hires: For those positions within his hiring authority, the General Manager shall determine the initial compensation of newly appointed employees within the appropriate salary range. For those paid positions where the Board has hiring authority, the Board shall determine the initial compensation of a newly appointed employee.
2. Promoted employees: A competitive service employee promoted to a position with a higher salary range shall be paid at a level within the higher salary range which provides at least a 2.5%

increase for the 12-month period following promotion, provided the 2.5% increase can be accommodated within the higher salary range.

E. Pay Periods

1. Employees will be paid twice a month, on the 9th and 25th day of each month, except as otherwise required by law. The work period for the 16th through the last day of the month will be paid on the 9th of the succeeding month. The work period from the 1st through the 15th of the month will be paid on the 25th day of that month.
2. When a pay day falls on a weekend or holiday, pay warrants will be issued on the afternoon of the last working day prior to the weekend or holiday.
3. A three-quarter year competitive service employee may elect to have his/her wages prorated and paid over 12 months.
4. For purposes of an hourly computation of full-time salary, the hourly rate will be based upon the standard month of 173.33 hours.

F. Irregular Shift

1. Competitive service employees whose regularly assigned work schedule consists of two or more periods of work of at least one hour duration separated by a period of two or more hours off duty, or whose regular work schedule involves more than five days per week on a regular basis (“Irregular shift”) shall be compensated at a level 5% above their assigned base salary. This differential does not apply to those classifications working flexible schedules.
2. Competitive service employees temporarily assigned to work an irregular shift, as defined above, shall be compensated at a level 5% above their assigned base salary after completing 80 hours in the temporary assignment and only for the duration of the temporary assignment.

G. Shift Differential

1. Competitive service employees whose regular work schedule begins at or after 5:00 p.m. and works a shift of 8 hours or more shall be compensated at a level 2.5% above their assigned base salary.
2. Competitive service employees temporarily assigned a work schedule which begins at or after 5:00 p.m. and works a shift of 8 hours or more shall be compensated at a level 2.5% above their assigned base salary after completing 80 hours in the temporary assignment and only for the duration of the temporary assignment.

H. Temporary Assignment of Higher Duties

1. The General Manager may, in his or her discretion, advance a competitive service employee to a compensation rate above the top of the employee’s assigned salary range when the employee is temporarily assigned duties and responsibilities which are higher than the employee’s assigned scope of duties.
2. Such special advancement must be reviewed and recommended by the Personnel Commission and approved by the Board of Directors. Such special advancement shall not exceed six months in duration without approval of four-fifths of the Board of Directors. Extension by the Board of Directors may not exceed 60 days at a time.

3. When the conditions for special advancement cease to exist, the rate of compensation will revert to the level from which advanced.

I. Staff Quarters

Any employee of the District, when assigned to additional duties as a security watch at a public park or campground, may be entitled to free or reduced rental charge for quarters or trailer space in addition to the normal compensation.

J. Mileage

Employees of the District, when properly authorized and required to use their personal automobile in performance of District business, shall be reimbursed for mileage at the rate established by the District.

IX. PROBATIONARY PERIOD

- A. All employees appointed to a position in the competitive service shall be subject to a probationary period of one year paid service to ensure an extended period for observation and evaluation of performance.
- B. Promotional appointments in the competitive service shall be subject to a probationary period of six months of paid service.
- C. Reclassification, as defined in VII.C, does not require a probationary period.
- D. Employees electing demotion in lieu of layoff shall be subject to a probationary period of six months in a position they have previously held with the District. The probationary period shall be one year when demoting to a position the employee has never previously held with the District.
- E. Following a disciplinary action involving a demotion, employees shall be subject to a probationary period of six months in a position they have previously held with the District. The probationary period shall be one year when demoting to a position the employee has never previously held with the District.
- F. The probationary period shall be regarded as an integral part of the examination process. It shall be utilized to monitor the adjustment of the probationer and for close observation of performance.
- G. A probationer may be separated from District employment for any lawful reason, with or without cause, at any time during the probationary period, without right of appeal or hearing, except if he or she alleges that the separation is in violation of state or federal law.
- H. When an employee in the competitive service is serving a probationary period after a promotional appointment and is separated pursuant to Section G above, the employee has no right to return to his/her former position, except if the former position is vacant or a vacancy occurs in the former position within 30 days after separation. If the employee serving a probationary period after a promotional appointment is separated pursuant to Section G above, with cause, the employee has no right to return to his/her former position.
- I. When an employee in the competitive service is serving a probationary period in a demotional position, when the action is a result of XVI-Reduction in Force, and is separated pursuant to Section G above, the employee has no right to return to his/her former position, except if the former position is vacant or a vacancy occurs in the former position within 30 days after separation. If the employee serving a probationary period after a demotional appointment, when the action is a result of XVI-Reduction in Force, is separated pursuant to Section G above, with cause, the employee has no right to return to his/her former position.

- J. When an employee in the competitive service is serving a probationary period in a demotional position, when the action is a result of XI-Disciplinary or Correctional Action, and is separated pursuant to Section G above, the employee has no right to return to his/her former position.

X. EMPLOYEE PERFORMANCE EVALUATION

The District will make reasonable efforts to evaluate the performance of an employee holding a position in the competitive service in accordance with the District's Performance Management Program. Full-time employees holding positions in the competitive service will generally receive an initial performance evaluation within the first six months of employment and thereafter according to the Performance Management Program. Evaluations may be used to support appropriate personnel actions such as promotions, demotions, salary increases, assignments and discipline.

XI. DISCIPLINARY OR CORRECTIVE ACTION

A. Standards of Conduct

All District employees are required to comply with District policies and to adhere to the District's standards of conduct and the failure to do so may result in disciplinary action, up to and including termination. It is impossible to provide a complete list of types of conduct which may result in disciplinary action. The following list contains examples of some conduct which may lead to imposition of discipline, including termination, and is not intended to be all inclusive:

1. Providing any false or misleading information in any application or document submitted for the purpose of obtaining employment, or omitting any information from an application or document submitted to obtain employment.
2. Insubordination, including improper conduct towards a supervisor or the refusal to perform tasks assigned by a supervisor in the manner requested.
3. Unsatisfactory performance or unsatisfactory work attitude.
4. Actual or threatened physical violence in the workplace or when conducting District business.
5. Violating any safety or health rule or practices or engaging in conduct which creates a safety or health hazard in the workplace or when conducting District business.
6. Carelessness or negligence when performing duties.
7. Violation of the District policy against harassment.
8. Possession, distribution, sale, use, or being under the influence of any alcoholic beverage or any unlawful drug or substance while on duty or while operating a vehicle leased or owned by the District, or reporting to work under the influence of alcohol or any unlawful drug or substance. The phrase "being under the influence" means that the employee's ability to perform the job or the employee's judgment has been or may be affected, during the work day, by the ingestion of the alcohol or unlawful drug. The District reserves the right to have an employee tested for being under the influence of drugs or alcohol if a supervisor has a reasonable suspicion. As a Recreation and Park District, the exception to this rule would be the storage, serving, or selling of alcohol in conjunction with a special event with the prior knowledge and consent of the General Manager or his or her designee. Additionally, staff may be representing the District in social settings outside of work hours. In such circumstances, the use of alcohol should be circumspect, keeping in mind

that we are public servants and District representatives in such a capacity, and should not interfere with acceptable standards of conduct.

9. Failure by an employee to comply with the provisions of the District's Policy for Alcohol and Controlled Substances Testing.
10. Damage or misuse of District property or the property of another employee or member of the public.
11. Failure to report immediately the damage to/or misuse of District property or the property of another employee or the property of a member of the public to an immediate supervisor or a member of management.
12. Theft or unauthorized removal of property from District premises or unauthorized possession of property that belongs to the District, another employee, or member of the public.
13. Violation of any District policy, including the policies described in these Rules or other work rules, as revised from time to time.
14. Excessive or unauthorized absence, tardiness, or absence from the employee's work area, as defined by District policy.
15. Failure to abide by the standards for lunch or break periods, or working unauthorized overtime.
16. Engaging in rude or discourteous conduct in the workplace or when conducting District business.
17. Dishonesty, including but not limited to keeping or submitting false time records, providing untrue reasons for absences or leaves of absence, or making untrue allegations of wrongdoing or misconduct by another employee.
18. A felony or misdemeanor conviction involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this Section.
19. Engaging in outside activity or employment which in any manner interferes with the proper and effective performance of the employee's job duties or, which creates or appears to create a conflict of interest.
20. Making or influencing decisions on behalf of the District if any personal interest in the decision exists, whether the interest conflicts or coincides with the interests of the District. Employees should avoid negotiations or decisions regarding any District activity when their relationship is, or could reasonably be construed to be, other than impartial.
21. Failure to maintain appropriate confidentiality of information encountered in the course of employment.

B. Progressive Discipline

The District's practice is to use progressive discipline. The forms of discipline shall include, but not be limited to, counseling, oral warning, written warning, suspension, reduction in rank, reduction in compensation, withholding of wage increases, and termination. The discipline imposed will depend upon the circumstances of each case, including but not limited to the type of conduct involved, the employee's work history, including other instances of counseling or discipline for similar or other reasons, and policy considerations. Thus, the District may choose to, but is not required to apply disciplinary measures in any particular order, or to apply progressive discipline at all. For example, some forms of employee conduct may result in immediate termination without any previous discipline.

C. Pre-Termination /Disciplinary Rights

This section and sections D and E below apply solely to non-probationary competitive service employees. All other District employees may be terminated without notice, with or without cause, and have no appeal rights.

A non-probationary employee in the competitive service shall receive a written notice of intended disciplinary action at least five (5) calendar days before the effective date of the action when the discipline proposed is discharge, suspension, reduction in rank, or reduction in compensation. The written notice shall state the proposed disciplinary action, the reason for such action and copy of the charges and materials upon which the action is based. The notice of intended disciplinary action shall also notify the employee of the right to respond, either verbally or in writing, to the person proposing the action, before its effective date. An employee may be temporarily suspended, without loss of pay, without being provided this written notice of intended action, if the written notice of intended action is provided within three (3) working days of the suspension with pay.

D. Written Statement of Action

In every case of termination, suspension without pay, or disciplinary reduction in rank or compensation, a written statement of the action shall be issued, stating specifically the reasons for the action and, if applicable, the period of its duration. The written statement shall be filed with the Personnel Commission and a copy shall be furnished by registered mail to the employee being disciplined.

E. Post-Termination /Disciplinary Right of Appeal

1. A non-probationary employee holding a position in the competitive service who disputes that cause existed to impose the discipline of suspension without pay, reduction in rank, reduction in compensation, or termination, or who claims that discipline of these types was imposed in violation of the state or federal statute prohibiting discrimination in employment, shall be entitled to file an appeal under the procedures set forth in this section. This section shall also apply to a probationary competitive service employee who claims that employment was terminated during or at the end of the probationary period due to discrimination in violation of any federal or state law prohibiting discrimination of employment. A probationary employee shall otherwise have no right to appeal under this section.
2. A person discharged, suspended, or reduced in rank or compensation may appeal such action by filing a written appeal with the Personnel Commission. The written appeal must be presented to the Personnel Commission within five working days after the effective date of the discipline. The appeal shall be by one of two procedures, selected at the option of the person disciplined: (1) investigation by an ombudsman appointed by the Commission, who, after interviewing witnesses

and reviewing documents shall issue a recommendation on the appeal to the Commission, or (2) a hearing before the Commission or a hearing officer appointed by the Commission.

3. Appeal Through Investigation by Ombudsman

- a. If an employee selects appeal through investigation by an ombudsman, the Commission shall, within two weeks of its receiving the written appeal, appoint an ombudsman to conduct the investigation. The ombudsman shall interview the person disciplined, the person or persons making the disciplinary decision, and witnesses who in the discretion of the ombudsman can provide facts relevant to the appeal. The ombudsman shall make his or her recommendation concerning the appeal to the Personnel Commission within one month of his or her appointment. Within 15 days of receipt of the recommendation from the ombudsman, the Personnel Commission shall review the report and recommend that the disciplinary action be affirmed, modified or revoked.
- b. An employee who selects appeal under this option shall not be entitled to be present at the interview of other witnesses nor have the right to cross-examine any witness, with or without counsel. However, the employee shall be entitled to receive a copy of the ombudsman's recommendation and shall be entitled to submit a statement concerning the findings in the ombudsman's report to the Personnel Commission for its consideration.
- c. The findings and recommendations of the Commission shall be certified as soon as practicable to the General Manager and the Board of Directors. The Board of Directors shall review the findings and recommendations of the Personnel Commission and shall affirm, revoke or modify the disciplinary action taken, as in its judgment seems warranted. The Board's decision shall be final.

4. Appeal through Hearing Before the Personnel Commission or a Hearing Officer

- a. A non-probationary employee holding a position in the competitive service who is discharged, suspended, reduced in rank or reduced in compensation shall, in the alternative, have the right to appeal by requesting a hearing before the Commission. The Commission shall either set the matter for its hearing within one month of its receipt of the written appeal, or shall appoint a hearing officer to hear the appeal within one month of his or her receipt of appointment.
- b. Hearing officers shall be appointed from a list of arbitrators or hearing officers maintained by the San Francisco Office of the American Arbitration Association. The Commission shall have the right to create a list of potential arbitrators or hearing officers from the list maintained by the American Arbitration Association. The selection of the hearing officer and the hearing shall be conducted according to the Employment Arbitration Rules of the American Arbitration Association. The formal rules of evidence need not apply. Either party may request that a transcript of the proceedings be taken by a court reporter. The party requesting the recording shall be required to pay the fees charged by the court reporter. Parties shall be entitled to be represented by counsel, to examine and cross-examine witnesses, and introduce evidence. The parties shall also be entitled to subpoena witnesses through subpoenas issued by the hearing officer, in accordance with the rules of the American Arbitration Association. Costs of the hearing officer and the American Arbitration Association shall be split equally between the employee and the District if the appeal is not successful. District shall pay all hearing officer costs and American Arbitration Association costs if the appeal is successful.
- c. If the hearing is by the hearing officer, the recommendations of the hearing officer shall be made in writing to the Personnel Commission, which shall, within 30 days of the receipt of the hearing officer's decision, affirm, modify or revoke the disciplinary order.

- d. The findings and recommendations of the Personnel Commission shall be certified as soon as practicable to the General Manager and Board of Directors. The Board of Directors shall review the findings and recommendations of the Personnel Commission and shall then affirm, revoke, or modify the disciplinary action taken, as its judgment seems warranted. The Board's decision shall be final.
5. Employees holding positions exempt from the competitive service have no right to appeal any disciplinary action.
6. Judicial review of any disciplinary action against an employee by the District may be made pursuant to Section 1094.6 of the Code of Civil Procedure, only if any such petition shall be filed not later than the 90th day following the date on which the disciplinary decision becomes final.

XII. CONFLICTS OF INTEREST

Employees are required to conduct District business within guidelines that prohibit actual or potential conflicts of interest. In general, an actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the District's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. If an employee has influence on transactions involving purchases, contracts, or leases, the employee must disclose to the General Manager as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties. Engaging in potential or actual conflicts of interest could lead to disciplinary action, up to and including termination of employment.

XIII. WORK SCHEDULE AND OVERTIME

- A. The work week is a fixed and regularly recurring period of 168 hours -- seven consecutive 24-hour periods starting on Saturday and running through Friday. Once the beginning time of an employee's work week is established, it remains fixed regardless of the schedule of hours worked. The General Manager may change the beginning of an employee's work week if the change is intended to be permanent.
- B. Competitive service employees are expected to work forty (40) hours during the established work week. Authorized work in excess of the forty (40) hours will constitute overtime work for which non-exempt employees shall receive special compensation in the form of either overtime pay or compensatory time off, both figured at a time and one-half rate.
- C. Employees exempt from Federal wage and hour laws, as identified in the annual Salary Resolution, are expected to work an average of forty (40) hours per week and as needed. They are exempt from receiving overtime pay for work in excess of forty (40) hours per week, but accumulate compensatory time off on a time and one-half basis for work performed in excess of forty (40) hours.
- D. The General Manager is exempt from the provisions of this section pertaining to overtime work.
- E. In general, all overtime work must have prior approval. Overtime work shall only be authorized to meet a specific District requirement and not for the convenience of the employee. The General Manager must approve all overtime.
- F. Prior to performing the overtime work, the employee and the District should reach an agreement as to whether the employee will be compensated by overtime pay or compensatory time off in lieu of overtime pay.
- G. Overtime work performed on an emergency basis (off duty call out by competitive service employees) will be compensated for in the form of overtime pay unless the employee requests compensatory time off.

When an emergency call out results in overtime work, the employee shall be credited with a minimum of two hours overtime work. Overtime claim for work performed must be reported on the time sheet for that period.

- H. Compensatory time off will be taken as authorized by the employee's immediate supervisor. No more than eighty (80) hours can be accumulated by an employee at any one time, except as authorized by the General Manager. Compensatory time in excess of eighty (80) hours for non-exempt employees is payable during the pay period reported.
- I. Employees whose employment with the District ends for any reason will be paid for their unused, earned compensatory time at their final rate of pay.
- J. Part-Time , temporary, and seasonal noncompetitive service employees are not eligible for compensatory time off and will be paid at the rate of one and one-half times their regular rate of pay for all hours worked over forty (40) in a workweek.
- K. Outside Employment- District employees are expected to work for the District's best interests and to devote their full energies and skills to their positions. For this reason, District employees are prohibited from accepting outside employment that could conflict with the business interests of the District or interfere with the employee's ability to perform his or her District position. For Full Time employees, such outside employment must be approved by the immediate supervisor and the General Manager. Such approval is obtained through "Application to Engage in Outside Employment", submitted annually. An employee of Livermore Area Recreation and Park District engaging in outside employment is prohibited from hiring other District employees for that outside employment who are under their supervision at LARPD. Under this policy, examples of such prohibited outside employment include, but are not limited to:
 - 1. Jobs/business conducted during the employee's work hours with the District;
 - 2. Jobs/business that prevent the employee from being available for necessary overtime or emergency work period outside his or her normal working hours when such overtime or emergency duty is a regular part of his or her job;
 - 3. Business conducted using District facilities, resources or equipment (including telephones, computers, supplies, etc.).

XIV. UNIFORM REGULATIONS

- A. Leadership and maintenance staff may be required to wear an appropriate uniform and/or identification emblem or badge while on duty as prescribed by the General Manager. Uniforms and/or identification emblems or badges will be provided by the District at no cost to the employee, and remain the property of the District.
- B. In the event of loss or damage to uniform articles by the employee, reasonable wear and tear excepted, the employee will pay the District's cost for repair or replacement as may be determined by the District. The District will determine when uniform articles should be replaced. If replacement is required due to normal wear and tear, the cost of replacement will be borne by the District. All uniform and identification emblems and badges remain property of the District.
- C. Employees issued uniform articles agree to clean and maintain all articles in a condition suitable to the District.
- D. When an employee who has been issued a uniform and/or identification emblem or badge leaves District service for any reason, all such items shall be returned to the District. Failure to return all uniforms and/or

emblems or badges when leaving District service, or loss or damage of such issued items can result in payroll deductions equal to the cost of the non-returned, damaged, or lost items.

XV. ABOLITION OF POSITION

The Board of Directors reserves the right to abolish any position in the best interest of the District, for reasons such as lack of work, lack of funds, reorganization, or changes in duties and assignments. If the position abolished is held by an employee in the competitive service, the employee shall be laid off in accordance with the Reduction in Force Rules. If the position abolished is held by a noncompetitive service employee, the employee shall have no right to remain employed or to be re-employed with the District following abolition of the position.

XVI. REDUCTION IN FORCE -- COMPETITIVE SERVICE EMPLOYEES

This section applies solely to competitive service employees. Noncompetitive service employees who are impacted by a reduction in force shall have no right to remain employed or to be re-employed with the District following the reduction in force.

A. General Layoff Provisions

1. The General Manager, subject to the approval of the Board of Directors, may lay off an employee in the competitive service because of material changes in duties or assignment, reorganization, lack of work or lack of funds, or because a position has been abolished.
2. Layoff shall be accomplished within the competitive service by classification in inverse order of seniority. For purposes of these Rules and Regulations, seniority shall be defined as the total number of days on paid status as a competitive service employee for the District.
3. An employee in a classification affected by a reduction in force may, in lieu of layoff, elect to demote to a lower paying classification provided that such employee is capable by virtue of prior training and experience to perform the work required. The General Manager shall determine whether an employee who elects a demotion in lieu of layoff is capable of performing the work. When a demoted employee and an employee in the lower paying classification have equal seniority, the employee in the lower paying classification shall be laid off first.
4. The Board of Directors, upon recommendation of the General Manager and Personnel Commission, may authorize retention of any employee, irrespective of the employee's seniority; if it is determined the employee has special skills, knowledge or abilities which are necessary for effective operation of the District.
5. The District shall give as much notice as possible to employees who are to be laid off, but in no case shall notice be less than 10 working days prior to the effective date of the layoff.
6. If an employee elects demotion in lieu of layoff, and if the employee's previous salary level falls within the salary range for the new classification, the compensation shall be set at the salary level the employee had earned in the prior classification. If the salary range for the new classification is lower than the salary level in the previous classification, then the compensation shall initially be set at the top of the new classification's salary range. If the General Manager determines that the employee's pay will be set lower than the top of the new classification's salary range, the reduction in pay will be phased in over a period of three months. in equal increments.
7. Employees who have been laid off shall not continue to accrue seniority or receive District-paid benefits.

B. Re-employment Rights

1. Employees who have been laid off, or who have been demoted in lieu of layoff, shall have re-employment rights to future vacancies in their former classification and to all other lower classifications for which the employee is qualified. The names of laid off or demoted employees shall be placed in order of seniority on the re-employment list for the classification. These names shall remain on the re-employment lists for a period of 15 months following the date of termination, subject to section 4 below. Vacancies in classifications for which there is a re-employment list shall be filled in order of seniority.
2. Former employees appointed from re-employment lists within 15 months of their layoff date shall have the following benefits restored:
 - a. Prior sick leave accrual.
 - b. Seniority at the time of layoff for purposes of determining merit increases, vacation accrual, and future reductions in force.
 - c. The same base salary that the employee earned before the layoff, unless that base salary is not within the salary range assigned to the new position, in which case, the base salary will be set at the top of the salary range for the new classification.
 - d. Employees electing demotion in lieu of layoff shall be subject to a probationary period of six months in a position they have previously held with the District. The probationary period shall be one year when demoting to a position the employee has never previously held with the District.
3. Preferential rehire rights are limited to vacant positions.
4. An employee who is on a re-employment list, and who declines to accept an offer of re-employment for which he/she is qualified, shall be dropped from the re-employment list for that position and from any positions of equal or lower salary level. Acceptance of an appointment from a re-employment list for a lower classification shall not affect the right of any employee to re-employment in the class from which the employee was laid off or from which the employee accepted demotion. Such acceptance will result in the employee's name being removed from all other re-employment lists for positions of equal or lower salary. A written offer of re-employment shall be mailed to the employee's last known address. Failure to respond in writing within 15 days of mailing will be deemed a rejection of the offer and the employee will be dropped from the re-employment list.
5. When multiple layoffs occur, one re-hire list will be made for each classification.
6. An employee who has re-employment rights in accordance with this Section shall have the same right to compete for promotion.

XVII. RESIGNATION

An employee wishing to leave the competitive service in good standing shall file with the General Manager, at least two weeks before leaving the service, a written resignation stating the effective date and reason for leaving. With the approval of the General Manager, the employee who has resigned in good standing may be re-employed.

XVIII. PAID AND UNPAID STATUS FOR COMPETITIVE SERVICE EMPLOYEES AND THE GENERAL MANAGER

A. Paid Status

Competitive service employees are considered to be on "paid status" when a minimum of 130 hours in a calendar month have been achieved through hours worked, through substitution of paid leave for hours worked, or when an employee is on an approved leave with pay.

When an employee is on paid status:

1. Vacation leave accrues.
2. Sick leave accrues.
3. Time-in-service towards retirement accrues.
4. Time-in-service towards seniority and seniority-related benefits accrues.
5. Employee benefits such as health insurance programs, group life insurance, disability insurance, and District and employee contributions to retirement, continue without interruption.

B. Unpaid Status

When a competitive service employee fails to achieve the minimum of 130 hours in a calendar month through hours worked or through substitution of paid leave for hours worked, or when an employee is on a leave without pay, the employee is considered to be on "unpaid status."

In general, when an employee is on unpaid status:

1. Vacation leave does not accrue.
2. Sick leave does not accrue.
3. Time-in-service towards retirement accrues only in proportion to the amount of time actually worked, except if an employee is on a worker's compensation leave of absence.
4. Time in service towards seniority and seniority-related benefits does not accrue.
5. District and employee contributions to retirement cease.
6. Employee benefits such as health insurance programs, group life insurance, and disability insurance may continue if paid for by the employee.

XIX. VACATION LEAVE -- COMPETITIVE SERVICE EMPLOYEES AND THE GENERAL MANAGER

A. Full-year Competitive Service Employees and the General Manager.

1. Except as otherwise provided, full-year employees in the competitive service and employees holding full-time positions which are exempt from the competitive service are allowed vacation leave with full pay.
2. Vacation leave credit is computed at the end of each calendar month, provided the employee is on paid status for a minimum of 130 hours during that calendar month. The General Manager shall determine when vacation leave may be taken, except that no leave may be authorized until after the completion of at least six months of paid continuous service subsequent to the employee's initial hire date. Vacation leave credit is computed on the following basis:
 - a. Less than 5 years of continuous employment: 8 hours for each calendar month on paid status for a minimum of 130 hours. Employees in this category may not accrue more than 192 hours of vacation leave credit. If an employee in this category has reached that maximum amount, the employee will cease earning and accruing vacation leave credit. If the employee later uses vacation leave and the employee's accrued vacation leave credit

falls below the maximum, the employee will resume accruing vacation leave credit up to that maximum.

- b. Between 5 and 10 years of continuous employment, commencing on the employee's 5th anniversary date (first day of first full month worked): 10.67 hours for each calendar month on paid status for a minimum of 130 hours. Employees in this category may not accrue more than 256 hours of vacation leave credit. If an employee in this category has reached that maximum amount, the employee will cease earning and accruing vacation leave credit. If the employee later uses vacation leave and the employee's accrued vacation leave credit falls below the maximum, the employee will resume accruing vacation leave credit up to that maximum.
- c. After 10 years of continuous employment, commencing on the employee's 10th anniversary date (first day of first full month worked): 14.67 hours for each calendar month on paid status for a minimum of 130 hours. Employees in this category may not accrue more than 352_hours of vacation leave credit. If an employee in this category has reached that maximum amount, the employee will cease earning and accruing vacation leave credit. If the employee later uses vacation leave and the employee's accrued vacation leave credit falls below the maximum, the employee will resume accruing vacation leave credit up to that maximum.
- d. After 15 years of continuous employment, commencing on the employee's 15th anniversary date (first day of first full month worked): 15.34 hours for each calendar month on paid status for a minimum of 130 hours. Employees in this category may not accrue more than 368_hours of vacation leave credit. If an employee in this category has reached that maximum amount, the employee will cease earning and accruing vacation leave credit. If the employee later uses vacation leave and the employee's accrued vacation leave credit falls below the maximum, the employee will resume accruing vacation leave credit up to that maximum.
- e. After 20 years of continuous employment, commencing on the employee's 20th anniversary date (first day of first full month worked): 16 hours for each calendar month on paid status for a minimum of 130 hours. Employees in this category may not accrue more than 384_hours of vacation leave credit. If an employee in this category has reached that maximum amount, the employee will cease earning and accruing vacation leave credit. If the employee later uses vacation leave and the employee's accrued vacation leave credit falls below the maximum, the employee will resume accruing vacation leave credit up to that maximum.

B. Three-Quarter Year Competitive Service Employees

- 1. Three-quarter year competitive service employees earn vacation leave credit on the same basis as full year employees, but only during the nine month period, February through October.
- 2. Vacations must be taken during the nine month work period.

C. Vacation leave may not be taken in increments of less than 2 hours.

D. Employees whose employment with the District ends for any reason will be paid for their unused, earned vacation at their final rate of pay.

XX. SICK LEAVE -- COMPETITIVE SERVICE EMPLOYEES AND THE GENERAL MANAGER

A. Full-year Competitive Service Employees and the General Manager

- 1. Except as otherwise provided, a full-year employee in the competitive service and employees holding full-time positions exempt from the competitive service are eligible for sick leave.

2. Sick leave credit is computed at the end of each calendar month, and is earned on the basis of 8 hours per month, provided the employee is on paid status for a minimum of 130 hours during that calendar month. There is no limit to the maximum sick leave which may be accumulated. An employee will not be paid for any unused, accumulated sick leave upon separation of employment.
3. Medical certification from a physician may be required for an absence in excess of three consecutive days. Further, an employee may be required to present medical certification from a physician for each period of illness/injury, regardless of duration.
4. Sick leave of less than 1 hour will not be granted.
5. Family Sick Leave
 - a. An employee may use in any calendar year, accrued and available sick leave in an amount not to exceed one-half of the sick leave that would accrue at the employee's rate of entitlement during that calendar year, to attend to an illness of a spouse, domestic partner, child, or parent, as Family Sick Leave I.
 - b. "Child" is defined as a biological, foster, or adopted child, a step child, a legal ward, or a child of a parent standing in loco parentis. "Parent" is defined as a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
 - c. An employee may also use in any calendar year, in addition to the family sick leave specified in Section XX-A-5-a, 48 hours of accrued and available sick leave to render care to family members other than a spouse, child, or parent, as Family_Sick Leave II. Relatives qualifying for this leave are: grandparent, grandchild, brother, sister, in-law, or any other relative living in the same household. In addition unrelated persons living in a family relationship in the same household are included in this category.
 - d. Family sick leave is subject to all rules and restrictions that apply to sick leave, including requirements for medical certification.

B. Three-Quarter Year Employees

Three quarter year employees earn sick leave credit, computed as of the end of each calendar month, on the basis of 8 hours per month for each of the nine months of service, provided the employee is on paid status during the calendar month. Rules on accumulation and use of sick leave are the same as full year employees, except that sick leave may be used only during the nine months of service.

C. Sick Leave Bank

1. Contributions

Each eligible employee shall contribute 8 hours of sick leave credit to the Sick Leave Bank. Should an employee be without 8 sick leave hours to contribute, the employee will contribute the first 8 hours earned. Thereafter, should the bank need supplemental days, each eligible staff would contribute additional hours as determined by a majority vote of the eligible staff.

2. Eligibility

All competitive service employees and the General Manager are eligible to use the Sick Leave Bank after 24 months of service on paid status and after all personal sick leave, vacation leave, and compensatory time have been exhausted.

3. Payment Procedure

Eligible employees, who have exhausted their personal sick leave, vacation leave, and compensatory time prior to expiration of the qualifying period for long term disability insurance benefits, may apply to the Sick Leave Bank Committee for a loan of sick leave bank hours up to the maximum needed to cover the qualifying period. The Sick Leave Bank Committee will review the request, the applicant's previous sick leave record, evidence of disability as certified by a proper medical authority, sick leave hours available in the bank, and number of sick leave hours requested.

4. Payback Procedure

Eligible employees who are loaned Sick Leave Bank hours are required to pay back to the Sick Leave Bank all loaned hours in the form of earned sick leave hours. The payback rate is eight sick leave hours paid back every other month beginning the first month back. Should an employee terminate employment without completing payback, sick leave hours which the employee had accumulated, up to the amount owed, will be credited to the bank. Should the terminating employee have insufficient sick leave hours to repay the loan, earned vacation leave, compensatory time, or any other compensable time, up to the amount owed, will be converted to sick leave and credited to the Sick Leave Bank.

5. Sick Leave Bank Committee

The Sick Leave Bank Committee shall be composed of the Assistant General Manager and four members from the eligible staff. Should the Assistant General Manager request sick leave bank assistance, another administrator shall be appointed to the committee in the Assistant General Manager's place. The General Manager is responsible for all appointments to the Sick Leave Bank Committee. Appointed members should be representative of the makeup of the entire staff. The committee will review the request and, by majority vote, recommend to the General Manager an appropriate course of action. The action of the General Manager will be final unless appealed to the Personnel Commission. The Sick Leave Bank Committee, in order to evaluate the request, will have access to the employee's application for Sick Leave Bank hours, sick leave record and available medical history as provided by the Assistant General Manager. The Committee will be appointed each time it is needed so as to allow individuals to recuse themselves if they wish because of particular circumstances involved. Additionally, persons in the applicant's supervisory chain will be excluded from appointment to the Committee.

6. Program Termination

This Sick Leave Bank Program may be terminated at any time by the Board of Directors or by majority vote of the full-time eligible staff. Upon termination of the program, sick leave hours remaining in the Sick Leave Bank will be distributed to the eligible staff in the same proportion as they were contributed, but only up to the total amount each employee had contributed. Any sick leave remaining after distribution will revert to the District as unused sick leave.

XXI. MEDICAL LEAVE OF ABSENCE

Medical Leave of Absence is available to employees not covered by the provisions of Section XXIV, Family Care and Medical Leave, with the exception of those employees who qualify for both leaves due to pregnancy, childbirth and related medical conditions.

1. Entitlement

Any employee who becomes disabled for medical reasons will be eligible for a medical leave of absence without pay for the period of his or her disability, for a period not to exceed three months, unless required by applicable law. The term "medical reasons" includes all medical disabilities, including disability due to pregnancy, childbirth and related medical conditions.

In the case of medical disability due to pregnancy, childbirth and related medical conditions, the period of medical leave of absence shall not exceed four months.

2. Substitution of Paid Leave

A medical leave of absence is considered an unpaid leave. However, an employee who is granted a medical leave of absence shall be entitled to use any earned, unused sick leave, vacation leave or compensatory time benefits during the period of his or her disability.

3. Continuation of Benefits

Employee insurance benefits may continue during all or any portion of the approved leave if the entire cost of continuation of the benefits is paid by the employee.

4. Notification

An employee who requires a leave of absence for medical reasons must notify the General Manager in writing of the need for such leave as soon as the employee learns that he or she is, or will become, temporarily disabled or unable to work due to a medical condition. Such notice must state the reason for the leave, the date such leave will begin, and the expected duration of the disability.

5. Certification

An employee requesting a leave of absence is responsible for providing the District with a medical certification from the employee's health care provider which includes the following information: (1) the date on which the disabling condition came into existence, (2) the probable duration of the condition, (3) and a statement that, due to the condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her position. The certification should be provided in advance of the leave of absence if the employee was aware of his or her need for the leave of absence in advance of the beginning of the leave. Otherwise, the employee should provide the certification to the District as soon as practicable, but no later than 15 days following the beginning of the leave of absence. An employee returning from a medical leave of absence shall be required to provide a physician's statement that indicates that he or she is fit to return to work and is able to perform the essential functions of his or her position, with or without reasonable accommodation.

6. Reinstatement

At the completion of an employee's medical leave of absence, the District will make reasonable efforts to return the employee to his or her former position, or to a similar position for which the employee is qualified, provided that an employee returns to work within three months (to the extent permitted by applicable law). If no such position is available, the District will offer the employee the first opening that becomes available in such a position.

For a medical leave of absence due to pregnancy, childbirth or related medical conditions, the employee who returns to work within four months shall be reinstated to the same job classification that the employee held before her leave began.

7. Request for Extension

A request for an extension of a leave of absence will be considered if it is received by the General Manager in writing before the expiration of the approved leave, is supported by adequate medical certification, and the extension will not cause the total period of absence to exceed three months, or four months for leave due to pregnancy, childbirth or related medical conditions, to the extent permitted by applicable law.

Failure to return to work at the end of the approved leave period may be deemed cause for discharge.

XXII. COORDINATION OF BENEFITS FOR WORK-RELATED INJURY

- A. If a District employee is disabled from working and eligible for Workers' Compensation benefits as provided by law, the employee may use accrued paid leave in an amount equal to the difference between the employee's salary and Workers' Compensation benefits received by the employee. The employee who uses accrued paid leave is considered to be on paid status until such leave is exhausted.
- B. If the employee exhausts paid leave and continues to be disabled from working, the employee may request Family Care and Medical Leave under Section XXIV or a Medical Leave of Absence under Section XX-D.
- C. During a period of unpaid status for an employee receiving Workers' Compensation:
 - 1. Vacation leave does not accrue.
 - 2. Sick leave does not accrue.
 - 3. Time-in-service towards retirement accrues.
 - 4. District and employee contributions towards retirement cease.
 - 5. Time-in-service towards seniority and seniority related benefits do not accrue.
 - 6. Employee benefits such as group life insurance and disability insurance may continue if paid for by the employee.
 - 7. In circumstances where employees do not qualify for Family Care and Medical Leave, employee health benefits will be paid by the District for up to 12 workweeks, under the same provisions and conditions as apply to Family Care and Medical Leave. Group insurance programs may continue if paid for by the employee.

XXIII. LEAVE WITH PAY -- NON-MEDICAL

A. Jury Duty or Other Legal Proceedings

1. Jury duty-Competitive Service

An employee who has received notice of jury duty should promptly notify the District of the intended absence. If reasonable notification is given, the employee shall be excused from work with full pay for a period of up to 80 work hours for any one jury duty and may retain any fees paid for jury service. An employee on jury duty is expected to report to work whenever the court schedule permits, i.e. when jury duty is not in session and it is the employee's regularly scheduled work day. Should jury duty extend beyond 80 hours, the employee may apply for Administrative Leave per Section XXII-D. If reasonable notice is given, Part-Time Designated employees shall be excused from work without penalty of

minimum weekly hours worked for service on a jury. Part-Time seasonal employees shall be excused from work for jury duty.

2. Witness duty

Any employee who is required to testify in court, under subpoena or in any other legal proceeding, should promptly notify the District of the intended absence. In the discretion of the General Manager, the absence may be excused with full pay if the employee is a witness on behalf of the District or the leave is in the best interest of the District. In no event is the District required to grant leave with pay to an employee who has initiated a legal proceeding as a plaintiff or a complainant. If paid leave is denied, the employee may request personal leave.

B. Military Leave

The District will grant military leaves of absence for active duty or training. The first 30 days of the leave of absence for competitive service employees will be paid and health insurance benefits will continue as if the employee was actively employed. Thereafter, the leave will be unpaid and employees will be eligible for health insurance coverage continuation at the employee's cost and under the terms explained in the policies. In order to be eligible for a military leave of absence, employees must provide the District with written verification from the appropriate military authority. Members of the National Guard or military reserves are entitled to a leave of absence not to exceed, except in the event of an emergency or extenuating circumstances, 17 calendar days per year for required training or similar duty, plus reasonable travel time.

Employees returning from other military leaves will be reinstated to their same position or to one of comparable seniority, status and pay, unless a change in the District's circumstances makes it impossible or unreasonable to do so. In general, if the employee's leave exceeds 5 years, the employee is dishonorably discharged, and/or the employee does not reapply for reinstatement within the time periods allowable by law, employment will be terminated. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

C. Bereavement Leave-Competitive Service

Employees will be granted paid leave due to death in the immediate family as follows: Twenty-four (24) work-hours of leave where travel distance is less than 200 miles; Forty (40) work-hours of leave for travel if the distance is greater than 200 miles. Bereavement leave is granted on a per incident basis. Immediate family is defined as spouse, child, parent, grandparent, grandchild, brother, sister, in-law, or any other relative living in the same household. In addition, unrelated persons living in a family relationship in the same household are included in this category.

D. Administrative Leave

Administrative leave may be granted at the discretion of the General Manager to take care of specific problems of an urgent nature that can only be handled by the employee during the normal work day. Use of this leave is limited to meet requirements that do not occur through negligence, misconduct or carelessness of the individual. In addition, Administrative Leave may be directed at the discretion of the General Manager on a paid or unpaid status.

XXIV. LEAVE WITHOUT PAY-- PERSONAL LEAVE -- NON-MEDICAL

A full-time competitive service employee who has passed his or her probationary period may be granted a personal leave of absence. Such leave shall normally be granted for a reason which will result in increased value to the District upon return, such as education, or because of personal hardship. Personal leave of absence may be granted when an employee must be absent from work but has no vacation leave, sick leave or compensatory time accrued. No leave may be granted for outside employment except for military leave or an approved loan to

another governmental agency. Such leaves are without pay and may be granted for a reasonable period of time up to thirty days. Requests for personal leave of absence must be submitted in writing and must be approved by the General Manager. Request for extension of a personal leave must be submitted in writing and approved in writing before the end of the period of the existing leave. Employees granted leave under this section shall be removed from paid status during the term of the leave. The General Manager, at his/her discretion, may approve continuation of employee benefits and seniority during all or any portion of the approved leave. The failure of an employee to return to work on the day after the personal leave expires will be deemed cause for discharge.

XXV. FAMILY CARE AND MEDICAL LEAVE

The District will provide Family Care and Medical Leave in conformance with the Family and Medical Leave Act of 1993 (Public Law 1033) and the Family Rights Act of 1991 (adding Sections 12945.2 and 19702.3 to the Government Code) as amended by AB 1460 (amending Section 12945.2 of the Government Code) as amended by Public Law 110-181, 2008. Except as mentioned below, an employee's rights and obligations to Service member FMLA leave are governed by our existing FMLA policy.

A. Eligibility

Employees eligible for Family Care and Medical Leave are those employees employed by the District for at least 12 months with at least 1250 hours of service during the year preceding the start of the leave.

B. Duration of Leave

1. An eligible employee shall be entitled to a total of 12 workweeks of leave during a 12-month period.
2. The District shall measure the 12-month period forward from the date the employee's Family Care and Medical Leave begins ("12-month rolling period").
3. Caregiver/Service member Family Leave: When leave is to care for an injured or ill Service Member, an eligible employee who is the spouse, child, parent, or next of kin of a covered Service Member shall be entitled to a total of 26 workweeks of leave during a single 12-month period to care for the Service Member. Covered Service Members include veterans who were members of the Armed Forces (including a member of the National Guard or Reserves) within the five-year period preceding the date on which the veteran undergoes medical treatment, recuperation or therapy that is the basis for the employee's leave of absence. The single 12-month period begins on the first day the employee takes leave to care for a covered service member and ends 12 months after that date.
 - a. Service member Family Leave: When leave is due to any "qualifying exigency" (see definition below); an employee shall be entitled to a total of 12 workweeks of leave in a 12-month rolling period.
 - b. A "qualifying exigency" may include such circumstances as arranging for childcare; attending pre-deployment briefing and family support sessions; dealing with financial planning that arises as a result of the deployment of an immediate family member; or other family obligations that arise when family members are on active duty.
4. Combined Leave Total: Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave may not exceed 26 weeks in a single 12-month period.
5. Spouses employed by the District: For Family Care and Medical Leave qualifying events of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or to care for the employee's parent with a

serious health condition, the maximum number of workweeks of leave to which both husband and wife may be entitled is limited to 12 workweeks during a 12-month rolling period. The maximum number of workweeks of leave to which both husband and wife may be entitled when caring for an ill or injured service member is limited to 26 workweeks during a single 12-month period.

6. Intermittent Leave: “Intermittent Leave” is leave taken in separate blocks of time due to a single illness or injury. A “reduced leave schedule” is a schedule that reduces the number of hours in an employee’s regular workday or workweek. The amount of leave an employee takes on an intermittent or reduced leave schedule basis will count toward the maximum of 12 weeks in a 12-month rolling period, or 26 weeks in a single 12-month period in case of leave to care for a covered service member, on a proportional basis. An employee taking intermittent leave or a reduced leave schedule may be temporarily transferred to another position with equivalent pay and benefits in order to better accommodate the leave. If an employee takes intermittent leave during work hours for planned medical treatment, the employee must schedule the treatment so as to cause the least disruption to the employee’s work duties and department.

C. Leave Entitlement

Eligible employees are entitled to leave for any of the following reasons:

1. Birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
2. To care for the employee's spouse, domestic partner, parent, or child with a serious health condition.
3. The employee's own serious health condition that makes the employee unable to perform the functions of his or her position.
4. To care for the employee's spouse, domestic partner, child, or parent, who has incurred an injury or illness while on active duty in the Armed Forces (including a member of the National Guard or Reserves) provided that such injury or illness may render the family member medically unfit to perform duties of the member’s office, rank or rating.
5. Because of any qualifying exigency arising out of the fact that the spouse, child or parent of the employee has been notified of a call to active duty in the National Guard or Reserves in support of a contingency operation, or of any qualifying exigency arising out of the fact that the spouse, child, or parent of the employee is serving on active military duty.

D. Notification

1. If the need for leave is foreseeable, the employee shall provide the District with 30 days advance notice of the need for leave. If the need for leave is not foreseeable, the employee should provide the District with notice as soon as practicable.
2. If the employee's need for leave is foreseeable due to planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operation of the District.

E. Certification

1. A leave request to care for a spouse, domestic partner, child, or parent of the employee with a serious health condition, or for the employee's own serious health condition, must be supported by medical certification by the health care provider of the individual requiring care, and

recertification, if requested by the District, not more than every 30 days. The certification must contain the following information: (1) the date on which the serious health condition came into existence, (2) the probable duration of the condition, (3) a statement that, due to the condition, the employee is unable to perform any one or more of the essential functions of his or her position. The certification should be provided in advance of the leave of absence if the employee was aware of his or her need for the leave of absence in advance of the beginning of the leave. Otherwise, the employee should provide the certification to the District as soon as practicable, but no later than 15 days following the District's written request for certification.

2. As a condition of the employee's return from leave taken because of the employee's own serious health condition, the District will require the employee to obtain certification from his or her health care provider that the employee is able to resume work and able to perform the essential functions of his or her position, with or without reasonable accommodation.
3. The District may require certification related to active duty or call to active duty under the Service member Family Leave.

F. Substitution of Paid Leave

1. An employee on Family Care and Medical Leave will be considered to be on unpaid status for all periods of leave that sick leave, vacation leave, compensatory time, or other paid leave is not substituted for such leave.
2. For all qualifying events for Family Care and Medical Leave, the District will require substitution of all paid vacation leave and compensatory time that had been accrued by the employee up to the time Family Care and Medical Leave commences.
3. For the birth or placement of a child through adoption or foster care, accrued sick leave may be substituted only if such substitution is mutually agreed to by the employee and the District.
4. For the care of a spouse, domestic partner, child or parent with a serious health condition, the District will allow substitution of accrued sick leave up to 48 hours per calendar year for competitive service employees and 30 hours per calendar year for Part-Time Designated employees, category A, and 36 hours per calendar year for Part-Time Designated employees, category B.
5. For the employee's own serious health condition, the District will require substitution of all paid sick leave that had been accrued by the employee up to the time Family Care and Medical Leave commences.
6. For the qualifying event for Service member Family Leave for the care of a Service Member, the District will require substitution of all paid vacation leave and compensatory time that had been accrued by the employee up to the time Service member Family Leave commences. The District will allow substitution of accrued sick leave up to 48 hours per calendar year for competitive service employees and 30 hours per calendar year for Part-Time Designated employees, category A, and 36 hours per calendar year for Part-Time Designated employees, category B.

For the qualifying event for Service member Family Leave of "qualifying exigency", the District will require substitution of all paid vacation leave and compensatory time that had been accrued by the employee up to the time Service member Family Leave commences.

G. Employment and Benefits Protection

1. Reinstatement

The employee who takes leave under this section is entitled to be reinstated to the same or equivalent position. To return to work from leave for the employee's own serious health condition, the employee must provide a release from his or her healthcare provider certifying that the employee is fit to return to work and can perform the essential functions of his or her position, with or without reasonable accommodation. If the employee and the District agreed upon a definite date of return before the employee's leave of absence began, the employee will be reinstated on that date. If the date of return was not established or if the employee can return to work before the planned date of return, the employee must notify the District of his or her intent to return, and the District will reinstate the employee within 2 business days of such notification.

2. "Key" Employee Exemption

The District may deny reinstatement to any employee who is among the highest paid 10% of salaried employees ("Key Employee") if such denial is necessary to prevent substantial economic injury to the District's operations.

3. Maintenance of Health Benefits

During the period of leave, the District shall maintain coverage under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment. The employee will continue to be responsible for his or her portion of the plan premium contributions.

The District may recover the premium the District paid for maintaining coverage for the employee under the group health plan if the employee fails to return to work after the leave has expired and if the failure to return from leave is for a reason other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee.

4. Maintenance of Benefits Other Than Health Benefits

- a. Taking leave shall not result in the loss of any employment benefit accrued prior to commencement of the leave.
- b. The employee on Family Care and Medical Leave or Service member Leave will revert to unpaid status after substituted paid leave has been exhausted. While on unpaid status:
 1. The employee taking leave shall continue to be entitled to participate in employee benefit plans if the premium is paid for by the employee See above for maintenance of healthcare benefits.
 2. Vacation leave does not accrue.
 3. Sick leave does not accrue.
 4. Time-in-service towards seniority and seniority-related benefits do not accrue.
 5. Time-in-service towards retirement does not accrue.

6. District and employee contributions to retirement cease.

H. Interaction of Family Care and Medical Leave with Medical Leave and Pregnancy Disability Leave

Family Care and Medical Leave runs concurrently with the District Medical Leave policy. An eligible employee is entitled to take, in addition to the leave provided under this Section, the leave provided for in Section XX-D relating to disability due to pregnancy, childbirth and related medical conditions, if the employee is otherwise qualified for that leave.

XXVI. LEAVE FOR CHILDREN'S SCHOOL ACTIVITIES

- A. An employee who is a parent, guardian or grandparent, that has custody of one or more children, will be allowed to take up to 40 hours of Children's School Activities Leave per calendar year. Leave will be limited to no more than 8 hours in any calendar month.
- B. Leave may be taken for the school activities of children in kindergarten through 12th grade, plus licensed child day care activities for those children.
- C. Employees are required to give reasonable advance notice of their planned absence. The employee shall provide documentation from the school or licensed child day care facility as proof that the employee participated in school or licensed child day care facility activities on a specific date and at a particular time.
- D. The District will require utilization of existing accrued vacation or compensatory time off by the employee for purposes of Children's School Activities Leave. Employees without or with insufficient existing accrued vacation or compensatory time, will be eligible for unpaid leave.
- E. The District will not discriminate in any terms and/or conditions of employment because an employee has utilized Children's School Activities Leave and taken time off from work to participate in school or licensed child day care facility activities.
- F. In addition to leave for Children's School Activities, employees are eligible to take time off if the employee is the parent or guardian of a child who has been suspended from school due to certain offenses that relate to disruption of school activities or the use of obscenities, vulgarity or profanity and the school has requested the employee's presence at the child's school. Employees are required to utilize accrued vacation or compensatory time off during this leave; otherwise the leave is unpaid.

XXVII. TIME OFF TO VOTE

Leave will be granted for time off to vote in a statewide election as follows: All employees will be granted sufficient time to vote in statewide elections if there is not sufficient time outside of an employee's working hours to vote. No more than two hours leave will be paid leave. The District will require two working days advance notification of the need for leave, and will require that the leave be taken only at the beginning or end of the employee's work shift, unless otherwise mutually agreed upon in writing between the employee and the District.

XXVIII. CRIME VICTIM LEAVE

Unpaid leave will be granted for qualifying employees to take leave from work to attend judicial proceedings related to a crime.

A. Eligibility for Leave

An employee is eligible for leave when the employee is: 1) a crime victim or 2) a member of a crime victim's immediate family (spouse, domestic partner, child, stepchild, grandchild, domestic partner's child, brother, sister, step-brother or sister; mother or father, step-mother or father).

B. Crime Victim Qualification

A crime victim means a person against whom the following crimes have been committed:

1. A violent felony (as defined in subdivision (c) of Section 667.5 of the Penal Code);
2. A serious felony (as defined in subdivision (c) of Section 1192.7 of the Penal Code);
3. A felony of theft or embezzlement.

C. Leave Requests and Notification

Before an employee may take leave, the employee shall submit in advance a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not feasible, or if an unscheduled absence occurs, the employee shall, after the absence, provide the District with documentation evidencing the judicial proceedings.

D. Election to Substitute Paid Leave

The employee may elect to use any accrued paid leave to substitute for the period of unpaid leave.

XXIX. CALIFORNIA MILITARY SPOUSE LEAVE

Unpaid leave will be granted for qualifying employees to take leave from work when the employee's spouse or domestic partner is on leave from deployment.

A. Eligibility for Leave

Employees who work at least 20 hours per week and whose spouse or domestic partner (1) is a member of the United States Armed Forces, National Guard or Army Reserves (2) who is deployed during a period of military conflict are eligible for an unpaid leave of absence of up to 10 days during a period when the employee's spouse or domestic partner is on leave from deployment.

B. Leave Requests and Notification

To request Military Spouse Leave, an employee must provide notice to the District no later than two business days after receiving official notice that his/her spouse or domestic partner will be on leave from deployment. The employee must provide written documentation certifying that his/her spouse or domestic partner is on leave from deployment during the leave period requested by the employee.

C. Election to Substitute Paid Leave

Employees may use vacation leave or compensatory time to receive pay during this leave of absence.

XXX. LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE

Unpaid leave will be granted for qualifying employees to take leave from work when the employee is the victim of domestic violence or sexual assault.

A. Eligibility for Leave

An employee who is the victim of domestic violence or sexual assault may take unpaid time off to seek medical attention, obtain services from a domestic violence program, obtain psychological counseling, or participate in safety planning.

B. Leave Requests and Notification

An employee must give the District reasonable notice that he or she will need time off to obtain relief from domestic violence. If the need for leave is unscheduled or an emergency, advance notice is not required, but the employee will be required to provide certification within a reasonable time after the absence establishing the need for the leave. Certification shall be in the form of a police report, court order, documentation from a health care provider, domestic violence advocate or advocate for victims of sexual assault, or counselor.

C. Election to Substitute Paid Leave

Employees taking this leave may elect to use any accrued paid leave to substitute for the period of unpaid leave.

XXXI. HOLIDAYS

- A. All full-year competitive service employees will be granted 8 hours of paid leave on the following Qualified holidays provided the employee is on paid status the day prior to the holiday and the day following the holiday: New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' Day, Spring Holiday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day and Christmas Day.
- B. Three-quarter year competitive service employees will be granted 8 hours of paid leave on the following holidays: President's Day, Spring Holiday, Memorial Day, Independence Day, Labor Day, plus two floating holidays each fiscal year.
- C. Adjustments for holidays falling over a weekend will be made by the General Manager.
- D. All Benefited Employees will be granted two floating holidays per fiscal year. Floating holidays may be taken any time with the supervisor's prior approval. Employees may accrue up to two floating holidays in a fiscal year. Floating holidays are granted only at the beginning of each fiscal year on July 1st. In order to be eligible for floating holidays for the new fiscal year, the employee must have accrued less than two floating holidays. At separation from the District, employees shall be compensated for any accrued floating holidays remaining.

XXXII. RETIREMENT

- A. All competitive service employees are required to participate in the Alameda County Employees' Retirement Association. Non-competitive service employees are not eligible for retirement association membership. Employee contributions for retirement are based on the employee's salary at the time the contribution is made and on the employee's age at the time of entry into the association. The District's contributions are based on rates determined annually by the association by actuarial study.
- B. All competitive service employees and the General Manager shall be allowed time-in-service credit upon retirement consistent with the Alameda County Employees' Retirement Association. Those employees who retire on or after July 1, 1992, shall, in addition to their service credit, be credited for 50 percent of their unused sick leave, accumulated as of the date of their retirement, up to a maximum of 120 days, which converts to a maximum of 60 sick days or 84 calendar days of credit.

XXXIII. EMPLOYEE GROUP INSURANCE AND BENEFITS

The District will contribute toward employee group insurance and benefits as designated in the annual Salary Resolution.

XXXIV. YEAR-ROUND PART-TIME "DESIGNATED POSITIONS"

A. Definition

1. Year-round Part-Time Designated positions are those positions which require a specified minimum number of hours per week of work year-round, after qualification requirements for benefits are met, and which are identified by the Board of Directors in the annual Salary Resolution.
2. Part-Time Designated positions are not part of the Competitive Service.

B. Part-Time Designated Categories

1. At the time of appointment, employees will be assigned to a Part-Time Designated category, which will determine the minimum number of hours per week of work required year-round.
2. Employees assigned to Category A are required to work a minimum of 25 hours per week year-round.
3. Employees assigned to Category B are required to work a minimum of 30 hours per week year-round.

C. Benefits

Employees appointed to year-round Part-Time Designated positions are eligible for the benefits specified in this section, as well as any benefits specified by the Board of Directors in the Annual Salary Resolution.

1. Initial Qualification for Benefits in the Designated Position

Employees appointed to Part-Time Designated positions shall qualify for benefits when they have worked a minimum of 650 hours in six consecutive months.

Employees who are in a comparable non-designated position, as determined by the supervisor, when appointed to a Designated Part-Time position shall qualify for benefits at appointment, if the employee has worked a minimum of 650 hours in the comparable position in the six consecutive months prior to appointment.

If an employee has worked fewer than 650 hours in the comparable non-designated position, those hours will count toward the 650 hour threshold and the employee will qualify for benefits after he or she has worked the remaining number of hours required to meet the 650 hour threshold.

2. Continuation of Benefits in the Designated Position

Once an employee has been appointed to a designated position and qualified for benefits, benefits will continue until any of the following occur:

- a. The position is not identified by the Board of Directors as a "Designated Position" in the annual Salary Resolution.
- b. The employee is removed from the designated position.

- c. The employee fails to maintain continuous paid status by working the minimum number of hours per week required by the category to which the employee is assigned, or by substituting accrued paid leave for those hours.

Employees transferred from one designated position to another designated position, without loss of paid status, shall retain benefits.

3. Re-qualification for Lost Benefits

- a. Employees whose benefits are lost due to the position not being identified by the Board of Directors as a "Designated Position," and who are not transferred to another designated position, may re-qualify for benefits only by subsequent appointment to a designated position and qualification for benefits as per Section C-1.
- b. Employees whose benefits are lost due to removal from the designated position may re-qualify for benefits only by subsequent appointment to a designated position and by working 650 hours in six consecutive months after appointment to a designated position.
- c. Employees whose benefits are lost due to failure of the employee to maintain continuous paid status may re-qualify for benefits only by working 650 hours in the designated position in any six month period following cessation of benefits.

4. Restoration of Benefits

Once the employee has re-qualified for benefits per the requirements of Section C-3, the employee will resume accruing vacation and sick leave, will be eligible to take paid holidays, and will be eligible to enroll in the District health insurance plans during the next open enrollment period.

5. Exception to Qualification Requirements for Employer Provided Day Care Program

Employees appointed to a Part-Time Designated position shall be eligible for participation in the District's Employer Provided Day Care Program at the time of appointment, whether or not the initial qualification requirements for benefits have been fulfilled by the employee.

The employee shall retain the Employer Provided Day Care Program benefit as long as the employee remains in the designated position and makes satisfactory progress towards fulfilling initial requirements, as determined by the appointing supervisor.

D. Vacation Leave

1. Part-Time Designated employees are allowed vacation leave with full pay.
2. After initially qualifying for benefits, as defined in Section C-1, the employee will be credited with 24 hours of vacation leave.
3. Thereafter, leave credit will be computed as of the end of each calendar month, and will be credited to the employee only if paid status is maintained by working during the month the minimum number of hours per week required by the category to which the employee is assigned, or by substituting accrued paid leave for those hours.
4. Vacation leave is not available for use in the same month as it is earned.
5. For Category A, vacation leave credit is earned at the rate of 5 hours per month. Employees in this category may not accrue more than 120 hours of vacation leave credit. If an employee in this category has reached that maximum amount, the employee will cease earning and accruing vacation leave credit. If the employee later uses vacation leave and the employee's accrued

vacation leave credit falls below the maximum, the employee will resume accruing vacation leave credit up to that maximum. Vacation leave credit accrual may be higher for employees who qualify for longevity vacation accrual as described in Section XXXI.E.

6. For Category B, vacation leave credit is earned at the rate of 6 hours per month. Employees in this category may not accrue more than 144 hours of vacation leave credit. If an employee in this category has reached that maximum amount, the employee will cease earning and accruing vacation leave credit. If the employee later uses vacation leave and the employee's accrued vacation leave credit falls below the maximum, the employee will resume accruing vacation leave credit up to that maximum. Vacation leave credit accrual may be higher for employees who qualify for longevity vacation accrual as described in Section XXXI.E.
7. The General Manager shall determine when vacation leave may be taken.
8. Vacation leave may only be taken in increments of 2 hours or more.
9. Part-Time Designated employees
 - a. whose employment with the District ends for any reason; or
 - b. who are removed from the designated position and are in a position that is not eligible for vacation leave with pay; or
 - c. who no longer qualify for benefits but remain in the designated position will be paid for their unused, earned vacation at the rate of pay in effect at the time the event(s) occur.
10. Employees who transfer from one Part-Time Designated position to another without loss of paid status will have any vacation leave credit accrued in the previous position transferred to the new position.
11. Part-time temporary and seasonal employees who are not assigned to "Designated Positions" are not entitled to vacation leave with pay.

E. Longevity Vacation Leave Accrual

1. Vacation leave credit accrual will change with time-in-service with the District in the Part-Time Designated position as follows: For Category A, vacation leave accrual will occur at 62.5% the accrual rate of competitive service employees with comparable longevity. For Category B, vacation leave accrual will occur at 75% the accrual rate of competitive service employees with comparable longevity.
2. Time-in-service for purposes of longevity vacation accrual in a Part-Time Designated position will be counted from the date of qualification for benefits and will be continued to be counted only during periods when the employee continues to qualify for benefits.
3. Upon loss of benefits, time-in-service towards vacation accrual longevity will cease.
4. Part-Time Designated employees who no longer qualify for benefits, but remain in the designated position, will have previously earned time-in-service accrual, for purposes of vacation accrual longevity, restored at the point of re-qualification of benefits, if the re-qualification requirements are met within one year of loss of benefits. No time-in-service accrual will be restored after a one year period expires from the date of loss of benefits to the date of re-qualification for benefits.

5. Employees who transfer from one Part-Time Designated position to another without loss of paid status will have any accrued time-in-service in the previous position transferred to the new position.
6. Part-Time Designated employees (a) whose employment with the District ends for any reason; or (b) who are removed from the designated position and are in a position that is not eligible for vacation leave with pay will lose any time-in-service for purposes of vacation accrual longevity.

F. Sick Leave

1. After initially qualifying for benefits, as defined in Section C-1, part-time employees will be credited with 24 hours of earned sick leave.
2. Thereafter, sick leave credit will be computed at the end of each calendar month, and will be credited to the employee only if paid status is maintained by working during the month the minimum number of hours per week required by the category to which the employee is assigned, or by substituting accrued paid leave for those hours.
3. Sick leave is not available for use in the same month as it is earned.
4. For Category A, sick leave credit is earned at the rate of 5 hours per month.
5. For Category B, sick leave credit is earned at the rate of 6 hours per month.
6. Part-Time Designated employees whose employment with the District ends for any reason will not be paid for any unused sick leave.
7. Part-Time Designated employees who no longer qualify for benefits will not be entitled to use any sick leave previously accrued while in the designated position.
8. Part-Time Designated employees who no longer qualify for benefits, but who have re-qualified for benefits per Section C-3, will have any unused accrued sick leave, at the point of cessation of benefits restored at the time of re-qualification for benefits, if the re-qualification requirements are met within one year of loss of benefits. No sick leave credit accrual will be restored after a one year period expires from loss of benefits to re-qualification for benefits.
9. Employees who transfer from one Part-Time Designated position to another without loss of paid status will have any sick leave accrued in the previous position transferred to the new position.
10. Sick leave must be taken in increments of 1 hour or more.
11. Part-time temporary and seasonal employees who are not assigned to designated positions are not entitled to sick leave with pay.
12. Sick leave for Part-Time Designated employees is subject to all rules and restrictions that apply to competitive service sick leave, unless otherwise stated in this section.

G. Family Sick Leave

1. An employee may use in any calendar year, accrued and available sick leave in an amount not to exceed one-half of the sick leave that would accrue at the employee's rate of entitlement during that calendar year, to attend to an illness of a spouse, domestic partner, child, or parent as Family Sick Leave I.

2. “Child” is defined as a biological, foster, or adopted child, a step child, a legal ward, or a child of a person standing in loco parentis. “Parent” is defined as a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
3. A Category A employee may also use in any calendar year, in addition to the sick leave specified in paragraph XXXI.G,1, 30 hours of accrued and available sick leave to render care to family members other than a spouse, child, or parent as Family Sick Leave II. Relatives qualifying for this leave are: grandparent, brother, sister, grandchild, in-law, other relative living in the same household, or unrelated persons living in a family relationship in the same household.
4. A Category B employee may also use in any calendar year, in addition to the sick leave specified in paragraph XXXI.G,1, 36 hours of accrued and available sick leave to render care to family members other than a spouse, child, or parent as Family Sick Leave II. Relatives qualifying for this leave are: grandparent, brother, sister, grandchild, in-law, or any other relative living in the same household. In addition, unrelated persons living in a family relationship in the same household are included in this category.
5. Family sick leave is subject to all rules and restrictions that apply to sick leave, including requirements for medical certification.

H. Sick Leave Bank- Part-Time Designated Staff

1. Contributions

Each Part-Time Designated employee shall contribute 4 hours of sick leave credit to the PTD Sick Leave Bank on the one year anniversary of benefit date or on the commencement date of the PTD Sick Leave Bank. Should an employee be without 4 sick leave hours to contribute, the employee will contribute the first 4 hours earned following the commencement of the Sick Leave Bank program. Thereafter, should the bank need supplemental days, each eligible staff would contribute additional hours as determined by a majority vote of the eligible staff.

2. Eligibility

All Part-Time Designated Staff are eligible to use the PTD Sick Leave Bank after 12 months of service on paid status as a designated employee and after all personal sick leave and vacation leave have been exhausted.

3. Payment Procedure

Eligible employees, who have exhausted their personal sick leave and vacation leave, may apply to the PTD Sick Leave Bank Committee for a loan of sick leave bank hours. The PTD Sick Leave Bank Committee will review the appropriateness of the request, the applicant's previous sick leave record, evidence of disability as certified by a proper medical authority, sick leave hours available in the bank, and number of sick leave hours requested.

4. Payback Procedure

Eligible employees who are loaned PTD Sick Leave Bank hours are required to pay back to the PTD Sick Leave Bank all loaned hours in the form of earned sick leave hours. The payback rate is four sick leave hours paid back every other month beginning the first month back to work. Should an employee terminate employment without completing payback, sick leave hours which the employee had accumulated, up to the amount owed, will be credited to the bank. Should the terminating employee have insufficient sick leave hours, earned vacation leave will be converted to sick leave and credited to the PTD Sick Leave Bank to repay the loan. Should the employee with an outstanding loan lose designated status, repayment of the Sick Leave Bank loan will be

accomplished through a payroll deduction of the cash value of borrowed hours from the next, or final, paycheck.

5. Part-Time Designated Sick Leave Bank Committee

The Part-Time Designated Sick Leave Bank Committee shall be composed of the Assistant General Manager and four members from the eligible staff. Should the Assistant General Manager request sick leave bank assistance, another administrator shall be appointed to the committee in the Assistant General Manager's place. The General Manager is responsible for all appointments to the Sick Leave Bank Committee. Appointed members should be representative of the makeup of the entire Part-Time Designated staff. The committee will review the request and, by majority vote, recommend to the General Manager an appropriate course of action. The action of the General Manager will be final. The PTD Sick Leave Bank Committee, in order to evaluate the request, will have access to the employee's application for Sick Leave Bank hours, sick leave record and available medical history as provided by the Assistant General Manager. The Committee will be appointed each time it is needed so as to allow individuals to recuse themselves if they wish because of particular circumstances involved. Additionally, persons in the applicant's supervisory chain will be excluded from appointment to the Committee.

6. Program Termination

This PTD Sick Leave Bank Program may be terminated at any time by the Board of Directors or by majority vote of the Part-Time Designated eligible staff. Upon termination of the program, sick leave hours remaining in the PTD Sick Leave Bank will be distributed to the eligible staff in the same proportion as they were contributed, but only up to the total amount each employee had contributed. Any sick leave remaining after distribution will revert to the District as unused sick leave.

I. Holiday Pay

1. Part-Time Designated employees will receive paid leave for holidays not worked only for those holidays that fall on the days when the employee is regularly scheduled to work.
2. Qualified holidays are: New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' Day, Spring Holiday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day and Christmas Day.
3. Adjustments for holidays falling over a weekend will be made by the General Manager.
4. Part-Time Designated employees will only be paid on qualified holidays for the number of hours that the employee is regularly scheduled to work.
5. Part-Time Designated employees will be paid at the rate of time and one-half for all holidays worked in addition to receiving holiday pay for hours regularly scheduled to work.
6. Part-Time Designated employees working on the qualified holiday OR on the District observed holiday will be paid at the rate of time and one-half for all hours worked. If a Part-Time Designated employee works both the qualified holiday AND the District observed holiday, the pay rate of time and one-half for hours worked will be assigned to one of the days, while straight time and Holiday pay will be assigned to the other.
7. Part-Time Designated employees will receive two paid Floating Holidays per fiscal year. Holidays may be taken any time with supervisor's approval. Category A employees shall be paid five hours for each floating holiday, and Category B employees shall be paid six hours for each floating holiday. Part-Time Designated employees may accrue up to two floating holidays in a

fiscal year. Floating holidays are granted only at the beginning of each fiscal year on July 1st. In order for to be eligible for floating holidays for the new fiscal year, the employee must have accrued less than two floating holidays.

J. Bereavement Leave

Paid leave will be granted for death in the immediate family as follows: For Category A employees, fifteen (15) work-hours of leave where travel distance is less than 200 miles; twenty-five hours of leave for travel if the distance is greater than 200 miles. For Category B employees, eighteen (18) work-hours of leave where travel distance is less than 200 miles; thirty (30) work-hours of leave for travel if the distance is greater than 200 miles. Bereavement leave is granted on a per incident basis. Immediate family is defined as spouse, child, parent, grandparent, grandchild, brother, sister, in-law, or any other relative living in the same household. In addition unrelated persons living in a family relationship in the same household are included in this category.

K. Jury Duty or Other Legal Proceedings

If reasonable notice is given, Part-Time Designated employees shall be excused from work, without pay, without penalty of minimum weekly hours worked for service on a jury. Part-Time seasonal employees shall be excused from work for jury duty.

XXXV. CONFERENCES, CONVENTIONS AND PROFESSIONAL SOCIETY MEETINGS

- A. The General Manager and/or agents of the General Manager may represent the District as official delegates to conferences, conventions, and meetings of professional societies and organizations in addition to the Members of the Board of Directors.
- B. All persons Designated as officially representing the District other than the Board of Directors, General Manager, and Legal Counsel shall receive reimbursement for actual and necessary expenses incurred in connection with the assignment.
- C. The Board of Directors, General Manager and Legal Counsel shall be allowed the following when representing the District on official business:
 - 1. For each full day away from the District involving an overnight stay, each shall receive \$75 per day.
 - 2. For each partial day away from the District involving an overnight stay, each shall receive \$50 per day.
 - 3. For expenses incurred when an overnight stay is not involved, the allowance will be for actual and necessary expenses incurred.
 - 4. In addition to the allowance in sections 1 and 2 above, the following expenses incurred will be reimbursed:
 - a. Direct travel to and from the conference, including transportation between airport and conference location.
 - b. Cost of lodging, not to exceed the rate established for the conference.
 - c. Cost of conference registration fees.
 - d. Costs of other appropriate and incidental expenses for official business, provided

such expense is itemized, explained and approved by the Board of Directors.

XXXVI. PROFESSIONAL ADVANCEMENT

- A. The Board encourages all personnel of the District to continue professional advancement by additional educational work on the collegiate or graduate level and by participation in other educational activities. Staff members are allowed to attend college or university courses when such attendance does not interfere with the regular District work schedule.
- B. Participation in and successful completion of training courses may be considered in making advancements and promotions. Evidence of such activities shall be filed by the employee with the General Manager or Personnel Officer.
- C. A full-time competitive service employee, having passed probation, may be reimbursed for the cost of tuition, required textbooks and other required expenses, such as lab fees, upon proof of a passing grade of C or better in a specified course or program of instruction when it is has been determined by the General Manager to be job oriented and directly relevant to District requirements. Approval must be obtained from the General Manager prior to enrollment according to the Tuition Reimbursement Policy. Funding on reimbursement is subject to annual budgetary constraints.

XXXVII. EXPENSE ALLOWANCES

Reimbursement for travel on official business including use of personal vehicles, lodging, food, and other related expenses, will be provided when authorized in advance by the appropriate authority subject to appropriate regulations.

XXXVIII. AMENDMENT AND REVISION OF RULES

Recommendations for amendment and revision of any of these rules may be submitted to the Board of Directors by the Personnel Commission, the Personnel Committee of the Board of Directors or the General Manager. At the time of consideration, any interested person may appear and be heard. Amendments and revisions shall become effective on adoption of a resolution concerning the amendments and revisions by the Board of Directors following such hearing.