

Introduction

Introduction

Welcome! As an employee of Shasta Community Services District (SCSD), you are an important member of a team effort. We hope that you will find your position with SCSD rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of SCSD.

This employee handbook is intended to explain the terms and conditions of employment of all full- and part-time employees and supervisors. Written employment contracts between SCSD and some individuals may supersede some of the provisions of this handbook.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. If you have any questions about our policies and practices that are not answered by this handbook, please feel free to ask your supervisor or the General Manager.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

Contract Disclaimer

This Employee Handbook is not a contract. Accordingly, it should not be interpreted to create any expressed or implied contractual rights between SCSD and any employee. It is expressly understood that the contents of this Handbook do not constitute the terms of a contract of employment or benefits. Thus, this Handbook should not be construed as a guarantee of continued employment. Any verbal or written representations to the contrary are invalid and should not be relied upon by current or prospective employees.

SCSD reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the General Manager.

Employment Practices

SCSD Rights

The General Manager has the exclusive right, in accordance with applicable laws and regulations, to maintain the efficiency of SCSD operations and take all necessary action to prepare for and carry out SCSD's mission, and to take certain actions including, but not limited to, the following:

1. Hire, train, promote, direct, classify and assign employees, offer overtime work, relieve employees from duty, determine the content of job classifications, and establish just compensation for employees;
2. Discipline or dismiss employees;
3. Determine SCSD's budget and organization;
4. Determine the methods, means and personnel by which SCSD operations are to be conducted, and determine and effectuate methods of implementing the foregoing;
5. Have full charge and control of the maintenance and operation of SCSD;
6. Discharge those duties prescribed by law; and
7. Have the right to reallocate funds when a position becomes vacant.

Equal Employment Opportunity

SCSD is an equal opportunity employer and makes employment decisions on the basis of merit. SCSD's policy prohibits unlawful discrimination based on race, color, creed, age, gender, gender identity, sexual orientation, national origin or ancestry, religion, marital status, military service, pregnancy, physical or mental disability, medical condition, including genetic characteristics, or any other consideration made unlawful by applicable federal, state, or local laws. It also includes a perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful. SCSD maintains a zero tolerance of violations of this policy by any employee or other persons doing business with SCSD, and will take prompt and appropriate measures to enforce an atmosphere of non-discrimination in the workplace.

Any employee with questions or concerns about discrimination in the workplace should bring these issues to the attention of their supervisor or the General Manager of SCSD. Employees can raise concerns, report problems, or make complaints without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination, or submitting a fraudulent complaint, will be subject to corrective action up to and including termination.

Accommodations for Disability

The employment related provisions of the Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA) apply to all employees and job applicants seeking employment with SCSD. Under the ADA, a qualified individual with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the position in which the individual is employed.

SCSD will attempt to provide reasonable accommodation for known physical or mental disabilities if a job applicant or employee is otherwise qualified, unless undue hardship related to the necessity of business operations would result. An applicant or employee who requires accommodation in order to perform the essential functions of the job should inform SCSD to request an evaluation of such an accommodation. Generally, an interactive process meeting will be scheduled to discuss accommodations.

Contact your supervisor or the General Manager for further information.

Unlawful Harassment Including Sexual Harassment

Policy Statement

SCSD strictly prohibits unlawful harassment. This includes harassment on the basis of sex, race, color, ancestry, religious creed, disability, medical condition, marital status or any other protected class under applicable law.

Application

This policy applies to all phases of the employment relationship, including recruitment, testing, hiring, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

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

Harassment Defined

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

1. Submission to the offensive conduct is an explicit or implicit term or condition of employment;
2. Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or
3. The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

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

1. Kidding or joking about sex in one of the protected classifications;
2. Hugs, pats, and similar physical contact;
3. Assault, impeding or blocking movement, or any physical interference with normal work or movement;
4. Cartoons, posters, e-mails and other materials referring to sex in one of the protected classifications;
5. Threats intended to induce sexual favors;
6. Continued suggestions or invitations to social events outside the workplace after being told such suggestions are unwelcome;
7. Degrading words or offensive terms of a sexual nature in one of the protected classifications;
8. Prolonged staring or leering at a person;
9. Similar conduct directed at an individual on the basis of race, color, ancestry, religious creed, disability, medical condition, age (over 40), marital status, sexual orientation, gender identity or any other protected classification under applicable law.

Procedure

Internal Reporting Procedure

1. Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by coworkers, supervisors, clients or customers, visitors, vendors, or others should immediately notify his or her supervisor or, in the alternative, the General Manager, depending on which individual the employee feels most comfortable in contacting.
2. Additionally, supervisors who observe or otherwise become aware of harassment that violates this policy have a duty to take steps to investigate and remedy such harassment and prevent its recurrence.

External Reporting Procedure

1. Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by coworkers, supervisors, clients or customers, visitors, vendors, or others may file a complaint with the California Department of Fair Employment & Housing (DFEH) or the Fair Employment & Housing Commission (FEHC). The phone number for DFEH is located in the phone book under government agencies.

Investigation

Upon the filing of a complaint with the SCSD, the complainant will be provided with a copy of this policy. The General Manager is the person designated by the SCSD to investigate complaints of harassment. The General Manager may, however, delegate the investigation at his/her discretion. In the event the harassment complaint is against the General Manager, an investigator shall be appointed by the Board of Directors and the Board will assume the role of the General Manager throughout the process.

Charges filed with the DFEH are investigated by the DFEH.

Internal Documentation Procedure

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

The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment, witnesses interviewed

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

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

Confidentiality

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

Remedies

Disciplinary Action

1. If the General Manager determines that the complaint of harassment is founded, the General Manager shall take immediate and appropriate disciplinary action consistent with the requirements of law and any personnel rules or regulations pertaining to employee discipline. Other steps may be taken to the extent reasonably necessary to prevent recurrence of the harassment and to remedy the complainant's loss, if any.
2. Disciplinary action shall be consistent with the nature and severity of the offense, the rank of the harasser, and any other factors relating to the fair and efficient administration of the SCSD's operations.

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

1. Where a case is not settled and the DFEH finds a violation to exist, it can prosecute the charging party's case before the FEHC. Legal remedies available through DFEH and FEHC for a successful claim by an applicant, employee, or former employee include possible reinstatement to a former job; award of a job applied for; back pay; front pay; attorneys' fees; and under appropriate circumstances, actual damages and/or administrative fines.
2. In the alternative, DFEH may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.

Retaliation

Retaliation against anyone for opposing conduct prohibited by this policy or for filing a complaint with or otherwise participating in an investigation, proceeding or hearing conducted by the SCSD, DFEH, or FEHC is strictly prohibited by the SCSD and state regulations. It may subject the offending person to, among other things, disciplinary action, up to and including, termination of employment.

Employee Obligation

Employees are not only encouraged to report instances of harassment, they are obligated to report instances of harassment.

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

1. Coming forward with evidence, both favorable and unfavorable to a person accused of harassment; and
2. Fully and truthfully making a written report or verbally answering questions when required to do so during the course of a SCSD investigation of alleged harassment.

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

Immigration Law Compliance

SCSD employs only United States citizens and non-citizens who are authorized to work in the United States, and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form (I-9) and present documentation establishing identity and employment eligibility no later than three (3) days following date of hire. If appropriate documentation is not received within this time, the employment relationship will be terminated.

Job Duties & Job Descriptions

SCSD maintains job descriptions for each job classification. Such job descriptions contain a general summary of the job duties and background, essential job functions, and physical/environmental factors associated with performance of the job. Job descriptions are used for such purposes as employment advertising, pay rate assignment, selection testing including pre-employment medical assessments, work related injury assessments, and performance evaluations.

An employee's job responsibilities that are within the general scope, responsibilities and skills required may change at any time during employment. From time to time, an employee may be asked to work on special projects or to assist with other work if necessary or important to the operation of the department or SCSD. An employee's cooperation and assistance in performing such additional work is expected. Additionally, work hours and/or schedules may be subject to change at any time during employment. Employees are expected to cooperate and perform additional work or work a different schedule as requested.

Responsibilities

Employees of SCSD may expect that:

- They will be fully informed of their duties and responsibilities;

- They will be provided with adequate administrative and supervisory direction;
- Their work performance will be regularly appraised, and they will be encouraged and helped to improve their level of performance;
- Their eligibility for promotion will be dependent on demonstrated merit and availability of positions;
- Their treatment in all aspects of personnel administration will be impartial and without regard to race, religious creed, color, ancestry, sex, age, marital status, gender identity, sexual orientation, pregnancy, childbirth or related medical condition, national origin, cancer-related medical condition, or disability, and with proper regard for their privacy and constitutional rights as citizens; and
- Mediocrity and incompetence will not be tolerated.

SCSD expects that its employees will:

- Perform the duties and responsibilities contained in their job description;
- Be courteous and professional;
- Provide faithful and effective performance;
- Effectively contribute to SCSD's mission and purpose;
- Respect proper protocol and the normal chain of command;
- Display proper personal conduct for the position; and
- Not abuse the rights, privileges, and benefits provided by the employment with SCSD.

Temporary Reclassifications

The General Manager may temporarily assign an employee to perform work normally performed by another employee at a different level or salary.

An employee temporarily assigned to perform work of a lower paid employee shall not have his or her salary reduced, and an employee temporarily assigned to perform work of a higher paid employee shall receive compensation equal to the lowest salary step for that position that would provide for an increase in pay for all time spent in the acting position in excess of four (4) consecutive work weeks and continuing only until such time as the employee is returned to his or her original job duties. Temporary assignments to a higher paid class need to be in writing and approved by the General Manager.

Probationary Period

The first one hundred eighty days (180) of continuous employment at SCSD is considered a probationary period. During this time you will learn your responsibilities, and get acquainted with fellow employees. Upon completion of the trial period, the General Manager will conduct a performance evaluation. If the General Manager considers your performance satisfactory and decides

to continue your employment, he/she will advise you of any improvements expected from you verbally and on the performance evaluation itself. Completion of the trial period, does not entitle you to remain employed for any definite period of time. Employees are eligible for health insurance on the 1st of the month after 60 days of employment.

Categories of Employment

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

Regular Full-Time

Regular full-time employees are those who are scheduled for and do work 40 hours per week. Regular full-time employees are eligible for most employee benefits described in this handbook.

Regular Part-Time

Regular part-time employees are those who are scheduled for and do work fewer than 40 hours per week, but not fewer than 20 hours. Regular part-time employees are eligible for the following SCSD benefits: pro rata vacation, sick leave and holidays.

Temporary

Temporary employees are hired for a limited period or for a specific purpose (such as emergencies). All temporary employees serve at the will of the General Manager and may be dismissed without cause or right of appeal, grievance or hearing.

The General Manager shall determine the terms and conditions of employment for temporary employees on a case-by-case basis. Temporary employees are not entitled to employee benefits beyond those required by federal and state laws.

Hiring of New, Re-Employed or Reinstated Employees

This process will apply to all staff positions except the General Manager who shall be hired by the Board of Directors.

Employees who wish to be considered for posted jobs should submit a written request to that effect to the hiring manager. All employees applying for any posted position must meet at least the minimum qualifications of the position description. The field of candidates is not limited to in-house employees. In the selection process, SCSD may consider a number of factors, including the employee's applicable skills, knowledge and education, performance and conduct record, time in current position, length of service, and other factors deemed relevant by SCSD.

Former employees who resigned their employment with SCSD may be eligible for re-employment, and those employees who were laid off may be eligible for reinstatement. Consideration will be given to factors concerning prior work experience, the former employee's work record, and circumstances involving the prior separation from SCSD. At SCSD's discretion, former employees being considered for re-employment or reinstatement may be subject to the same pre-employment testing processes as potential new hires.

The General Manager must review each candidate before a final determination is made with respect to rehiring any former employee. Under normal circumstances, employees will not be eligible for rehire more than one time. The General Manager must give final approval on all rehires.

Terms of Employment

Driver's License

A candidate for employment must possess and maintain a valid California motor vehicle driver's license at the required level if driving is required in the duties of a position. If driving is not required, a California Identification Card is required. Insurability and compliance with established SCSD vehicle operation standards are a condition of employment.

Background Security Check

Within ten (10) days of the initial offer of employment, a background authorization form shall be completed for processing on each new employee who has passed his/her interview. Background checks for former employees are performed at the discretion of the General Manager.

No person shall be employed by SCSD who has been convicted of a violent crime or felony.

Performance Evaluations

Each employee's supervisor will prepare, in writing, a performance evaluation for each employee. All performance evaluations become a permanent part of the employee's records. Each employee shall sign and receive a copy of all written evaluations. Performance evaluations will be prepared in the following instances:

- a. When an employee has worked an initial six (6) month period in his or her new job classification (this applies not only to newly hired employees, but also to employees who have been promoted or otherwise transferred to new job positions);
- b. Upon completion of the employee's first eighteen (18) months of service and annually thereafter, on or before July 1;
- c. Whenever the employee's supervisor believes there has been a significant change in the employee's performance;
- d. Whenever requested by the General Manager.

Advancement within a salary range shall not be automatic, but shall be given only upon affirmative recommendation of the employee's supervisor and approval of the General Manager. Based upon progress and productivity, employees may be considered for increase in salary according to the following schedule:

- a. After the first six (6) months of employment, the General Manager may grant such step increases as deemed appropriate, based on appropriate evaluation and the supervisor's

recommendation, without the approval of the Board of Directors. Such step increases may be single step increases or multiple step increases.

- b. Merit step increases within the salary schedule shall be consistent throughout the salary ranges.

Employee Records

Each employee has a right to inspect all documents in his/her personnel file, as provided by law, in the presence of an SCSD representative at a mutually convenient time. If you wish to inspect your file, please schedule an appointment with the General Manager. If you wish to make copies of any document, a reasonable fee may be charged.

SCSD will restrict disclosure of your personnel file to authorized individuals within SCSD. Any request for information contained in personnel files must be directed to the General Manager. Only the General Manager is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, SCSD will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employee References

All requests for references must be directed to the General Manager. No other manager, supervisor, or employee is authorized to release references for current or former employees.

By policy, SCSD discloses only the dates of employment and the title of the last position held of former employees. If you authorize the disclosure in writing, SCSD also will inform prospective employers of the amount of salary or wage you last earned.

No other employee may provide information about a current or former employee without prior written authorization of the General Manager. Violation of this policy may result in disciplinary action up to and including termination.

Employee Information / Emergency Data

It is important that employees promptly notify SCSD of any changes to their personal information including:

- Name
- Home and/or Mailing Address
- Telephone Numbers

- Email address
- Quantity, Names, and Status of Dependents
- Educational Accomplishments
- Marital or Registered Domestic Partner Status
- Payroll Deductions
- Benefit Plan Beneficiary

Employees are responsible for notifying the General Manager in the event of a name or address change.

Business Related Travel

All business related travel must receive prior approval of the General Manager. Employees will be reimbursed for the cost of authorized travel to any business related meeting or attendance at training or seminar programs, or attendance at an out-of-area conference. Reimbursement will only be made when accompanied by appropriate receipts.

Covered Expenses

Examples of typical allowable costs include coach airfare, bus fare, train fare, or direct mileage at the rate established by the State of California, hotel, meals, transportation to and from hotel and airport, tips and parking fees. Meals will be reimbursed based on California government rates. The meal may not include alcoholic beverages. Only original receipts will be accepted for reimbursement. Only employees of the Shasta CSD who are part of the specific business excursion are eligible for meal reimbursement. Copies of receipts will be rejected and the employee will be responsible for payment of the bill. Reimbursable costs deemed excessive by the General Manager will not be reimbursed. Travel expenses for spouses or guests of staff customers will not be reimbursed.

Use of Personal & Rental Vehicles

Employees of SCSD will be reimbursed for costs associated with driving their personal automobile on SCSD business based on California government rates at that time, which contemplates expenses such as wear and tear on the vehicle, gas, insurance, etc. While driving on SCSD business, the employee's personal auto insurance is intended to provide the primary insurance coverage. Employees who operate their own vehicles on SCSD business may do so provided the following conditions are followed:

- The vehicle must be in sound and safe operating condition and maintained as such at the employee's own expense.
- The employee and vehicle must be insured as outlined below.
- The employee must obey all state and local driving laws and observe driving conditions with the utmost care, including but not limited to wearing a seat belt.
- The employee must possess and maintain a valid California driver's license.

- All vehicles driven on SCSD business must be properly registered with the California Department of Motor Vehicles.
- The employee must provide authorization for SCSD to access the employee's driver license record through the DMV Employer Pull Notice Program.
- Employees who have their driver's license suspended or revoked are required to report these conditions to their supervisor promptly.
- SCSD accepts no responsibility for citations issued to an employee by any law enforcement agency while driving a vehicle on SCSD business under any circumstance. All liabilities created by any citation will be the responsibility of employees who receive them.

Personal Auto Insurance Requirements

All employees who use their personal vehicle for business travel are required to maintain general automobile liability insurance of at least the minimum amounts required by the State of California and such insurance shall not exclude business use. Employees must provide proof of adequate insurance coverage to SCSD. Any employee who does not maintain the required insurance coverage will not be authorized to drive his or her personal vehicle on SCSD business.

SCSD does not provide primary liability or comprehensive/collision coverage for use of a personal vehicle – the mileage reimbursement paid by SCSD covers the employees' costs for such coverage. Notwithstanding the above, the use of personal and/or rental vehicles by employees may create an exposure for SCSD. Therefore, SCSD may obtain excess liability coverage that could be applicable in the event a loss exceeds the limits of the employees' personal liability coverage. In the event of an accident where the employee is determined to be at fault while on approved SCSD business and the loss exceeds the personal auto policy limits of liability, then SCSD's coverage will become secondary to the personal auto policy.

Accident Reporting

If an employee sustains damage to or loss to their private vehicle or approved rental vehicle or is involved in an accident while on SCSD business they must immediately notify the General Manager.

In the Event of an Accident

Employees who are involved in an accident in the course of using any vehicle on SCSD business are expected to adhere to the following procedure:

1. Do not argue, do not admit liability, and do not make a statement to anyone except the police, their manager, or other appropriate SCSD management.
2. Make a sketch of the area, including street names, location of vehicles, compass points and any other pertinent information.
3. Obtain the names and addresses of:
 - a. Owner of other vehicle(s)
 - b. Insurance Carrier of the other driver(s)

- c. Witnesses
 - d. Injured person(s)
 - e. Other driver(s), including the number of and state issuing the driver's license
3. Note these items:
- a. Signal given by each driver, if any
 - b. Point and time of accident
 - c. Any mechanical aspect of the other vehicle, which may have caused the accident (e.g., no brake lights, etc.)
 - d. Promptly report to management any damage done to a customer, the public, SCSD, an employee, or their property.

Use of District Credit Card

SECTION 1:

District credit cards shall be available to those employees for whom such assignment has been specifically approved. District credit cards are issued strictly for business purposes. Completed records must be submitted to the secretary with original receipts attached within five business days of availability. Only original receipts will be accepted.

Employees are expressly prohibited from making non-business related purchases on the corporate credit card account. The credit card shall be revoked for misuse and/or abuse at any time and at the sole discretion of the General Manager. The monthly spending limit on the card shall not be exceeded. In addition, if an employee makes non-business related purchases on the corporate credit card, the employee is responsible to pay SCSD for those amounts spent and is subject to disciplinary action and possible termination.

SECTION 2:

Prohibited Purchases

- *Construction materials of non-approved projects.*
- *Purchases that create personal benefits of any type, including, but not limited to: "Club Cards" from grocery stores, hardware stores, home improvements stores, or warehouse stores, or any business entity.*
- *Purchases that generate personal rebates of any sort.*
- *Items that are not completely justifiable as business purchases as determined by the General Manager.*

SECTION 3:

Purchases Permitted

- *Business Travel* – coach rate airfare only, hotel accommodations, rental car/parking, meals, and other travel related miscellaneous expenses, as described in “Business Related Travel” section of this Employee Manual.
- *Conference Registration/Dues* – conference registration fees and/or corporate dues as approved by the supervisor and within annual budgeted amount.
- *Periodicals/Publications* – subscriptions, guides, magazines as approved within the applicable department budget amount.
- *Miscellaneous* – any other business related purchases not named above which have been approved by the supervisor, or within budget authority.
- *Motor Fuel* – Gasoline or Diesel.
- *Snacks* – specifically designated for meetings must be approved by SCSD.
- *Purchases in excess of \$500.00* – require a purchase order approved by the General Manager.

SECTION 4:

Credit Card Authority

1. It is the responsibility of the General Manger of the District to review every purchase and receipt to insure compliance with all of the District purchases.
2. The General Manager shall have the discretion, on SCSD's behalf, to apply for such credit cards and allocated dollar limit per card.
3. Such credit cards approved for use for SCSD shall be issued only to those employees authorized by the General Manager.
4. Any violation of the “Use of District Credit Card Policy” shall result in disciplinary action and possible termination.

Attendance & Punctuality

As an employee of SCSD, you are required to be punctual and regular in attendance. Regular attendance and being on time is critical towards the operation of providing excellent customer focused services. When you are absent, your assigned work must be performed by others.

Employees are required to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized SCSD business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

1. If you are unable to report for work on any particular day, you must under all but the most extenuating circumstances call your supervisor at least one hour before the time you are scheduled to begin working for that day. If you call less than one hour before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated and shall result in disciplinary action, up to and including termination.

If you fail to report for work without any notification to your supervisor and your absence continues for a period of three (3) days SCSD will consider that you have abandoned your employment.

Approved Time Off

Employees who know in advance they will be absent or late are required to make the necessary arrangements with their supervisor. Planned time off includes any situation that might prevent an employee from reporting to work on time for any scheduled workday or that needs to be scheduled (e.g., vacations, doctor's appointments, personal obligations, leaves of absence, etc.).

If prior arrangements have not been made, employees must discuss an absence or inability to be at work on time directly with their supervisor.

Separation of Employment

Separation of employment can be either voluntary or involuntary and may be initiated either by the employee or SCSD.

Voluntary Separation

When an employee resigns, the separation is considered voluntary. Employees are requested to give advance written notice, including all of the reasons for the resignation, to their supervisor. Generally, at least two weeks' notice is required in order to reflect that the employment separation was in good standing.

Involuntary Separation/Dismissal

An involuntary separation/dismissal is one that is initiated by SCSD for any reason other than a reduction in force.

Job Abandonment

An employee who has been absent for three (3) consecutive scheduled workdays without notification to his/her supervisor, and without extraordinary extenuating circumstances that can be verified, will be

considered to have abandoned his/her job and voluntarily terminated his/her employment without notice. The last day worked will be the date of separation.

Failure to return from an approved leave of absence or vacation within the time limits established also will be considered as a voluntary termination of employment without notice. The date of the expiration of the leave or vacation will be the separation date.

Exit Interviews

Whenever possible, exit interviews normally will be conducted for all separating employees. This interview allows employees to communicate their views on working at SCSD as well as the job requirements, operations, and training needs of the position. At the time of the interview, or not later than the last day of employment, employees will be required to return all SCSD property issued or in his/her possession.

Final Pay

All accrued vested benefits that are due and payable will be paid upon separation of employment. The employee's final pay will be available either on the last day of employment or no later than the next payday following the processing of the normal pay period.

Return of Property

It is the responsibility of any separating employee to return all property issued to them by SCSD. All such property, including any keys, laptop computer, cell phone, manual, documents, and other items that the employee may have in his/her possession, must be returned on or before the last day of work.

Continuation of Group Health Insurance (Cal-COBRA)

Cal-COBRA is a state law that requires most employers sponsoring group health plans to offer covered employees and qualified beneficiaries the opportunity for a temporary extension of health coverage (called "continuation coverage") in certain instances where coverage under the plan would otherwise end. A similar federal law is applicable to SCSD. This extension of coverage is offered at group rates plus an administrative fee, the cost of which is fully borne by the employee or beneficiary.

Employees and dependents covered by SCSD's health insurance plan may have the right to choose continuation coverage if they lose group health coverage for certain reasons. These may include termination of employment, reduction in hours or leave of absence, death, divorce or legal separation of an employee, employee's entitlement to Medicare, or a dependent child who no longer meets eligibility requirements. In order to ensure rights to benefit continuation, it is the employee's responsibility to notify SCSD in writing within 60 days of certain qualifying events. Questions concerning COBRA qualifying events and eligibility requirements should be addressed to the General Manager.

Notification of Reductions in Work Force

Under some circumstances, SCSD may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, SCSD will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, SCSD will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

Compensation and Time Keeping

Work Schedule

Normal business hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday. Employees are required to be ready to work at their scheduled starting time. To accommodate emergency and/or special work assignments, working hours of all personnel may be adjusted as approved by the General Manager.

The workweek begins on Sunday at 12:01 a.m. and ends the following Saturday at midnight. The workday begins at 12:01 a.m. and ends at midnight.

Employees shall be scheduled to work regular work shifts having regular starting and quitting times. SCSD may make temporary assignments to different or additional locations, shifts, or duties for the purpose of meeting an emergency or for special work assignments.

Pay Periods & Paydays

Pay periods are semi-monthly. Paychecks are normally available no later than the 5th and the 20th of the month at the SCSD office. If you observe an error on your check, please report it immediately to your supervisor.

Paychecks, or pay stubs if payroll is made by electronic deposit to the employee's bank, are provided on pay days to employees at work or, upon written request of an employee, mailed to the home address of employees on payday. If a regular payday falls on a weekend or holiday, employees will be paid on the last day worked before the weekend or holiday.

Timekeeping / Time Records

It is the responsibility of every non-exempt employee to accurately record time worked. Federal and state laws require SCSD to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is the time actually spent on the job performing assigned duties.

Overtime work must always be approved before it is performed. In accordance with federal law, SCSD rounds this time to the nearest one-quarter hour/fifteen minutes.

It is the employee's responsibility to sign his/her time records certifying the accuracy of all time recorded.

All employees must include hours worked on overtime on their time sheets.

Rest & Meal Periods

All regular, full-time employees may take periods of rest during the workday consisting of a ten-minute rest period in the morning, another ten-minute rest period in the afternoon, and a half-hour meal period.

Employees are required to notify their immediate supervisor at the beginning of any break or meal periods. Please keep in mind that when employees are not on a break, they are expected to devote their full efforts to their duties.

Normally, employees are relieved of all active responsibilities and restrictions during meal periods and are not compensated for that time. Employees are responsible for making sure they take their breaks and meal period.

Overtime for Non-Exempt Employees

Employees may be required to work overtime as necessary. When necessary, overtime is mandatory not voluntary. Employees who refuse to work overtime shall be subject to corrective action, up to and including termination, depending upon the circumstance.

Only actual hours worked in a given workday or workweek can apply in calculating overtime. SCSD will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must have prior authorization by a supervisor. The maximum compensation for overtime worked shall be one and one-half times the employee's regular rate of pay.

SCSD provides compensation for all overtime hours worked by non-exempt employees in accordance with federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Sunday at 12:01 a.m.

- Compensation for hours in excess of eight hours in one workday or 40 in one workweek shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Holiday hours worked shall be paid at the overtime rate; and
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.
- No overtime shall be granted to employees off work due to illness, vacation or compensatory time taken.

Overtime Exemption Status

Based upon an employee's job duties and responsibilities, each employee is classified as either "exempt" or "non-exempt" for payroll purposes. These two terms refer to whether or not an employee is exempt from the overtime and minimum wage provisions of applicable federal wage and hour laws.

Exempt Status

Employees who are designated as "exempt" from overtime laws do not receive any compensation for overtime work. However, exempt employees are authorized to take reasonable time off for personal use during normal working hours without loss of compensation. Exempt employees will have no time deducted for partial day absences. However, exempt employees are expected to work whatever time reasonably is required to perform the duties of their position.

Positions currently designated by SCSD as exempt are:

- General Manager

Non-Exempt Status/Compensatory Time Off Option

Employees whose positions do not meet certain legal requirements necessary for exemption from applicable federal overtime laws are classified "non-exempt." Any questions regarding exemption status should be directed to the employee's supervisor or the General Manager.

Non-exempt employees may be provided with compensatory time off (at the rate of 1.5 hours of compensatory time off for each 1.0 hours of overtime work) for each hour of weekly overtime work performed, as requested and approved in advance by their supervisor. Employees will be allowed to utilize compensatory time off within a reasonable period after it is requested. However, requests that constitute an undue disruption to SCSD may be deferred (i.e., use of the compensatory time off may be on a day other than requested by the employee).

At termination of employment, any unused compensatory time off will be paid to the employee at their current hourly rate.

On-Call Pay

SCSD provides on-call (standby) compensation for water operators. Employees who are on-call must be able to respond to work within thirty minutes. Employees who cannot meet this requirement will be removed from the standby rotation. Employees who are required to be on-call during non-duty hours shall receive compensation at the rate of two (2) hours regular pay for every twenty-four (24) hour day during the weekend and holidays and at a rate of one and a quarter hours (1.25) regular pay for every sixteen (16) hours during a normal weekday. All employees must include hours worked on their time sheets.

Payroll Deductions

SCSD is required by state and/or federal law to withhold a portion of an employee's pay for tax or government-mandated benefit programs and other mandatory deductions from time to time. These legally required deductions include, but are not limited to, the following items:

1. Federal Income Tax
2. State Income Tax
3. Medicare Deduction
4. Employee's contribution to Social Security
5. Court Ordered Deductions (such as garnishments) and Tax Liens

Additionally, employees may authorize certain deductions to be made from their paychecks for reasons such as payment of group medical insurance premiums. All deductions, whether they are legally required or voluntary, are itemized on each employee's paycheck stub.

Paycheck Direct Deposit

SCSD offers automatic payroll deposit for employees. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the Administrative Assistant) and return it to him/her at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form available from the payroll department and return it to payroll at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

Pay Advances

SCSD does not allow pay advances on either earned or scheduled but not yet worked hours. Employees are therefore not eligible to receive manually processed paychecks for hours worked through an existing pay period in advance of SCSD's normal payday regardless of the reason for such request.

Wage Garnishments

A garnishment is a legal levy by a creditor against an employee's pay. SCSD expects all employees to manage their personal finances so as not to involve SCSD. All garnishments and other attachment orders that are required by law will be honored. An employee who suspects this may happen to him/her should review the situation with the General Manager immediately.

Deductions for Salaried Employees

Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, a salaried employee will receive his/her full salary for any workweek in which he/she performs any work, regardless of the number of days or hours worked. A salaried employee may not be paid for any workweek in which he/she performs no work, subject to SCSD benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the salaried employee is ready, willing, and able to work. Deductions from pay are permissible when a salaried employee:

- Is absent from work for one or more full days for personal reasons other than sickness, vacation or disability;
- Is absent for military duty and performs no work during the time off;
- Works less than a full week during the initial or final week of employment;
- Violates safety rules of major significance; or
- Violates written workplace conduct rules applicable to all employees and is suspended without pay for one or more full days.

It is SCSD policy to comply with these salary basis requirements. Therefore, SCSD prohibits all managers from making any improper deductions from the salaries of exempt employees. SCSD wants employees to be aware of this policy and know that SCSD does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or to the General Manager.

Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Regular Employee Merit Wage/Salary and COLA

The General Manager is responsible for evaluating and administering Merit Salary Adjustments for all authorized positions, excluding the General Manager position.

Merit wage/salary increases for all regular SCSD employees are based on employee performance, contributions, and standards.

Cost of living salary adjustments (COLA) when and if provided by the Board of Directors shall be applied at exactly the same percentage rate to each position and classification in the salary and wage schedule.

Employment Benefits

General Information & Eligibility

This section of the Handbook is intended to provide a general overview of the benefits currently available to eligible employees of SCSD. State and/or federal laws govern some of these benefits, while others are determined by SCSD or governed by a benefit provider. Should there be a discrepancy between the contents of this Handbook and a provision of an applicable law, benefit plan or contract, then the law, plan document, or contract will prevail.

All employees should receive information regarding benefit plans during their initial employee orientation. This information includes summary plan descriptions, which are detailed benefit documents. Employees having questions regarding benefit matters should speak with their supervisor or the General Manager.

SCSD reserves the right to change, suspend or eliminate any benefit at its sole discretion when conditions warrant and following the General Manager's approval and communications to employees. Employees will be notified of any changes in employee benefit programs at meetings or through memos.

SCSD has developed a broad, comprehensive set of employee benefit programs to supplement our employees' regular wages. We are continually investigating new opportunities to improve our present programs as organization funding and budgets permit.

It is our intent that the following pages will provide you with enough information as to their proper use.

Insurance Benefits

Medical Insurance

Upon becoming a regular full-time employee and on the first of the month following 30 days of employment, all regular full-time employees are covered by the employers' group medical plan. Temporary, Introductory, and Part-Time employees are not eligible for medical benefits. Eligibility requirements and further information concerning medical coverage are described in detail in the medical plan description, which will be furnished to you.

Retirement

SCSD has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for our employees. The CalPERS retirement program is a defined benefit program - "2.0% @ age 60" Formula through CalPERS and "2.0% @ age 62" for new PEPRAs employees.

SCSD pays 100% of both employee and employer portion of the costs associated with this retirement program. The monthly retirement allowance is determined by age at retirement, years of service credit, and final compensation. The basic benefit is the contracted formula (2%) times the final compensation for each year of credited service upon retirement at age 60 or 62. SCSD's contract with CalPERS provides for calculating the compensation for retirement purposes based on the highest three years. To be eligible for service retirement, a customer must be at least age 50 and have five years of CalPERS credited service. There is no compulsory retirement age.

Holidays

SCSD provides 12 paid holidays for all regular full-time employees. If a regular part-time employee is normally scheduled to work on a holiday, that employee will be compensated for his or her normally scheduled work hours on that holiday. Temporary employees are not entitled to paid holidays unless otherwise provided by the General Manager.

SCSD observes the following paid holidays:

- January 1 (New Year's Day)
- Martin Luther King Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- July 4th (Independence Day)
- Labor Day
- Veteran's Day
- Thanksgiving Day and the Friday after
- Christmas Eve
- Christmas Day

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. Whenever an observed holiday falls on a Tuesday, the previous Monday shall also be observed. Whenever an observed holiday falls on a Thursday, the following Friday shall also be observed.

Regular full-time employees who are called in to work on a regularly scheduled holiday or vacation day, and work 4 hours or more shall be entitled to one of the following:

- Receive the full 8 hours of holiday pay plus the time worked as overtime.
- Receive the full 8 hours of holiday pay plus CTO for the time worked.

Vacation

Regular full-time employees and regular part-time employees earn vacation for each year of continuous employment (beginning on start date) as follows:

Years of Service	Accrual per PP	Maximum Accrual Days
0 – 4	3.34	10
5 – 9	5.00	15
10 – 14	6.34	19
15 – Thereafter	6.67	20

Vacation accrues on a bimonthly basis on the last day of the pay period, based upon regular hours (not overtime hours) paid.

Vacation can accrue for up to two years (The General Manager can approve an exception on a case-by-case basis). Once this cap is reached, no further vacation will accrue until some vacation is used. An employee may not use vacation in advance of its accrual.

Employees become eligible to take accrued vacation after their trial period ends. SCSD will make every reasonable effort to allow employees to take vacation when requested. In order to ensure minimum staffing levels to meet customer service and workload needs, requests for vacation will be granted only when staffing requirements permit and upon mutual agreement of the employee and their supervisor.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work. Vacation will be paid at the employee's regular rate of pay at the time of termination.

Sick Leave

Sick leave is a form of insurance that employees accumulate in order to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for “personal” absences. Time off for medical and dental appointments will be treated as sick leave. SCSD will not tolerate abuse or misuse of your sick leave privilege.

SCSD offers paid sick leave to regular full-time and part-time employees. Paid sick leave accrues at the rate of .0460 per regular hour worked, up to twelve (12) days per year. Employees who are in unpaid status (i.e. not at work and not using vacation or sick leave benefits) do not accrue sick leave time.

Any unused sick leave will be carried forward from one year to the next. SCSD does not pay employees in lieu of unused sick leave. Any sick leave hours unused at the time of termination cannot be cashed out.

If you are absent longer than three (3) consecutive days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to SCSD may be required.

School Activities Time Off for Children

California Law allows a parent or guardian to take up to a total of 40 hours of time off each calendar year (but no more than 8 hours in one month) without pay to participate in their children's activities at school (grades K through 12) or licensed day care. The absence is subject to all of the following conditions:

- Employees planning to take time off for school visitations must provide as much advance notice as possible and must be approved by the employee's supervisor.
- If both parents are employed by SCSD, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor.
- Employees must use accrued vacation or compensating time off in order to receive compensation for this time off.
- Employees who do not have accrued vacation time or compensatory time off available will take the time off without pay.

Suspension

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In compliance with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

- Employees must use accrued vacation or compensating time off in order to receive compensation for this time off;
- Employees who do not have accrued vacation time or compensatory time off available will take the time off without pay.

Bereavement Leave

SCSD grants leave of absence to employees in the event of the death of the employee's current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. An employee with such a death in the family may take up to Five (5) consecutive scheduled workdays off with pay with the approval of SCSD. The employee's supervisor may approve additional unpaid time off.

Jury Duty & Witness Leave

SCSD recognizes and supports its employees' obligations to appear for jury duty or when required by law to appear in court as a witness pursuant to Government Code Section 1230.1, SCSD paid leave is

not granted where the employee is a party to the litigation or an expert witness. Therefore, it provides a paid leave of absence for jury duty and witness leave. Under California's Code of Civil Procedure, Section 215, public agency employees (as defined in Section 481.200 - which includes SCSD employees), may not be paid the fee for jurors when they receive regular compensation and benefits while performing jury service. Therefore, SCSD employees are expected to report for work whenever the court schedule permits and to turn in to SCSD any compensation, excluding mileage and parking reimbursement, received from the court or the party on whose behalf the employee testifies. In no event shall double pay to the employee result from court duty. SCSD will not compensate the employee for mileage or meal expenses, unless the employee is testifying on a SCSD-related matter. Employees must notify their supervisor immediately upon receipt of a jury duty or witness summons.

If a deferment is deemed necessary after consulting with the employee's supervisor, the employee should then request a letter be sent to the Jury Commissioner stating the reason(s) for deferment.

An employee who is the victim of certain felonies, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a victim may be eligible to take unpaid leave to be absent from work to attend judicial proceedings related to that crime.

Employees should see their supervisors if they have questions about the jury or witness duty policy.

Unemployment Insurance

Unemployment compensation provides a weekly benefit for a specified period due to a qualifying condition of unemployment. These benefits change periodically and are established by State law. Employees do not contribute for this benefit.

Unemployment insurance benefits are not available to employees who voluntarily quit without good cause or who are terminated for work related misconduct injurious to the SCSD. At the time of employment separation, employees may, upon request, be provided with a booklet published by the Employment Development Department explaining benefits, eligibility, and claim filing procedures.

Seminar Attendance & Continuing Education

It may be necessary for employees to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of SCSD or the individual employee. Attendance at such activities may be required by SCSD or requested by individual employees and subject to their supervisor's approval.

Seminars

Where attendance is required or authorized by SCSD, SCSD will reimburse reasonable expenses that generally include registration fees, materials, meals, transportation, and parking. Employee attendance

at such authorized outside activities will be considered time worked and the employee will be compensated in accordance with normal payroll practices.

Professional Licenses and/or Certifications

Licenses and/or certifications may be required by law as a condition of employment. The General Manager may specify additional licenses and/or certifications for each job classification.

Leaves of Absence

General Information

Employees may need to request a leave of absence for a variety of reasons. A request for a leave of absence should be made with the employee's supervisor. It is the employee's responsibility to ensure that SCSD receives all necessary documentation regarding the leave and any subsequent requests for extension fifteen (15) days prior to the effective date. Employees absent without leave and those who fail to return to work promptly at the end of a leave are considered to have voluntarily resigned their positions.

The employee will remain in paid status with SCSD during the period of leave as long as the employee is utilizing appropriate and approved leave benefits (i.e. sick and vacation, depending on the type of leave). The employee will be in un-paid status with SCSD once appropriate accrued leave balances have been exhausted or in some cases, at the employee's election, accrued leave balances are not being utilized.

Employee benefit accruals, such as vacation, sick time, and holiday benefits, will continue during periods of leave of absence as long as the employee remains in paid status. Employee benefit accruals will be suspended during leaves where the employee is in un-paid status (see, Benefits section), and will resume upon the employee's return to paid status.

SCSD may attempt to accommodate employees returning to work from injuries or illnesses with short term "modified duty" assignments when practical. Such accommodations may be made depending upon the extent and nature of the work restrictions imposed by the health care provider, the anticipated duration of the restrictions, the availability of modified duty assignments, and other relevant considerations.

Instances may exist where two or more leave of absence policies provide overlapping protection for eligible employees. It is the intention of SCSD's policies to limit employees to the time available under the single most favorable leave of absence policy and to prevent employees from exceeding the limitations of that policy. This means that all leaves of absence run concurrently as provided by law.

Accordingly, any leave of absence that is taken by an employee under any policy that could have been taken under any other policy of SCSD (if the employee had requested to do so) shall be credited against the maximum limit on leaves established in each of the policies that provided the employee a basis to request a leave of absence. The sections below provide more detailed information regarding the different types of leaves of absence. We have attempted to address all issues related to compensation, use of accrued leave balances, and continuation of employee benefit plans. However, additional issues may arise which have not been contemplated. Any unanticipated issues will be addressed as provided by law or on a case-by-case basis.

Pregnancy Disability Leave

Any female employee planning to take Pregnancy Disability Leave (PDL) should advise their supervisor as soon as possible. The employee should also inform their supervisor when such leave is expected to begin and how long it will likely last. The employee should make arrangements with their supervisor regarding the scheduling of any planned medical treatment or appointments in order to minimize disruption to the operations of SCSD.

Upon the request of an employee and recommendation of the employee's health care provider, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child.

The following conditions also apply:

1. PDL begins when ordered by the employee's health care provider. The employee must provide their supervisor with a certification from a health care provider containing:
 - A. The date on which the employee became disabled due to pregnancy;
 - B. The probable duration of the period or periods of disability; and
 - C. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
 - D. Return to work from PDL will be allowed only when the employee's health care provider endorses a release that must be submitted to the employee's supervisor.
2. The duration of the leave will be determined by the employee's health care provider, but in accordance with regulations may be for not more than 88 working days. Regular part-time employees are entitled to leave on a pro rata basis. The 88 working days of available leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.
3. The employee will remain in paid status while using appropriate accrued leave (sick or vacation) during a PDL to satisfy any disability waiting periods and/or to supplement disability benefits in order to maintain the equivalent of full salary.
4. The employee will be in non-paid status after exhaustion of appropriate accrued leave balances or at the employee's election to not use accrued leave benefits.
5. During the period of PDL, SCSD will continue payment of all premiums for employee benefit plans in place at the time the leave begins. SCSD will also continue the employer contribution for employee benefit premiums as if the employee were not in leave status, as required by law or regulations. The employee must reimburse SCSD for any portion of benefits they would have paid through payroll deduction. Such reimbursement must be received by SCSD within 30 days of the date of the invoice or written notification. If SCSD does not receive the reimbursement from the employee within 30 days, SCSD can cancel any policies and/or plans for which they have not been reimbursed.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a PDL, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a PDL has no greater right to reinstatement than if the employee had been continuously employed.

FMLA and CFRA Leave

Employees may need to request a leave of absence that qualifies for the protections under the Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA). Generally, FMLA and CFRA provide for up to 12 weeks of un-paid leave resulting from a serious health condition that renders the employee unable to perform the essential functions of their job or a serious health condition affecting the employee's spouse, child, or parent for whom the employee needs to provide care. For an employee to qualify for FMLA or CFRA, the employee must have worked for SCSD for at least 12 months and worked at least 1,250 hours in the past 12 months. In addition, the employee must be employed at a worksite where the employer employs at least 50 employees within 75 miles of that worksite.

An employee requesting a leave of absence pursuant to the provisions of FMLA and/or CFRA must make the request to their supervisor. The following conditions also apply:

1. The employee will remain in paid status while using appropriate accrued leave balances (sick or vacation).
2. The employee will be in non-paid status after exhaustion of appropriate accrued leave balances or at the employee's election to not use accrued leave benefits.
3. If disability insurance is applicable, the employee may elect to coordinate appropriate accrued leave balances, to the extent available, to maintain the equivalent of full salary.
4. During the period of leave, SCSD will continue payment of all premiums for employee benefit plans in place at the time the leave begins. SCSD will also continue the employer contribution for employee benefit premiums, as if the employee were not in leave status, for up to 12 weeks as required by law or regulations. The employee must reimburse SCSD for any portion of benefits they would have paid through payroll deduction. Such reimbursement must be received by SCSD within 30 days of the date of the invoice or written notification. If SCSD does not receive the reimbursement from the employee within 30 days, SCSD can cancel any policies and/or plans for which they have not been reimbursed.

Personal Leave

Requests for personal leaves of absence will be considered on a case-by-case basis typically based on factors related but not limited to staffing levels in the department, existing or projected workload demands, the requesting employee's work record, the basis of the request, and so long as approval of the leave does not cause SCSD to incur additional costs and/or hardship. Personal leaves are generally considered for personal reasons such as a verifiable family or personal emergency not provided for by legally mandated leaves of absence, to complete a short-term educational requirement not associated

with a condition of the employee's present job, or to attend to a medical condition not otherwise eligible or qualified under legally mandated leaves of absence.

Employees who are a victim of domestic violence, sexual assault, or a violent or serious crime are eligible for leave, which is a form of a personal leave, subject to the applicable laws and regulations.

Personal leaves must be approved by the employee's supervisor and the General Manager, and shall be for an initial period not to exceed 180 calendar days, unless otherwise approved by the supervisor and the General Manager. Requests for an extension of the initial leave will not be considered unless submitted in writing with reasons for the extension prior to the expiration of the initial period granted, and shall not exceed an additional 90 calendar days.

Additional conditions related to approved personal leaves are as follows:

1. The employee will remain in paid status while using appropriate accrued leave balances (sick and vacation). Appropriate accrued leave, to the extent available, must be utilized during the period of leave.
2. The employee will be in non-paid status after exhaustion of appropriate accrued leave balances.
3. If disability insurance is applicable, the employee must coordinate appropriate accrued leave balances, to the extent available, to maintain the equivalent of full salary.
4. SCSD will continue payment of premiums for employee benefit plans in place at the time the leave begins. SCSD will also continue payment of the employer contribution for employee benefit premiums, as if the employee were not in leave status, through the end of the month in which the employee is in paid status. The employee must reimburse SCSD for any portion of benefits they would have paid through payroll deduction. Such reimbursement must be received by SCSD within 30 days of the date of the invoice or written notification. If SCSD does not receive the reimbursement from the employee within 30 days, SCSD can cancel any policies and/or plans for which they have not been reimbursed.
5. Once all appropriate accrued leave balances are exhausted and/or the employee is in unpaid status, and at the employee's election to continue the benefit plans while on leave, SCSD will continue payment of premiums for all employee benefit plans but the employee must reimburse SCSD for such benefit premiums. Reimbursement must be received by SCSD within 30 days of the date of the invoice or written notification. If SCSD does not receive the reimbursement from the employee within 30 days, SCSD can cancel any policies and/or plans for which they have not been reimbursed.
6. If the employee is absent because of a medical condition or procedure, they must provide a physician's certificate that they are fit for duty upon return.

While SCSD may endeavor to allow the employee to return to their same job, SCSD is not required to reserve the job of any employee who takes an authorized personal leave of absence, and such employees do not have a right or expectation to return to the same or similar job upon completion of the leave.

Workers' Compensation Leave

If an employee is injured at work and is temporarily unable to perform his or her usual and customary work, the employee will be allowed to take an unpaid leave of absence while receiving workers' compensation benefits. Certification from a recognized medical professional confirming the necessity of the leave must be provided to SCSD within fourteen (14) days after the leave begins. The duration of the leave will be determined on a case-by-case basis, considering both the injured employee's medical condition and SCSD's business needs.

The employee may elect during such absence to apply sick leave on a prorated basis to such absence and receive compensation in an amount equal to the difference between compensation received as regular salary and the amount received as Workers' Compensation benefits, not to exceed the amount of accrued sick leave. Similarly, the employee may elect to use any accrued paid leave time and accrued time off after the sick leave is exhausted.

The employee may return to work only after a recognized medical professional certifies that the employee is capable of resuming all of the essential functions of the employee's position. SCSD may, in its discretion, provide modified or light duty work if the employee's release contains such limitation. If the employee has been released without limitation, the employee will be offered the same position he or she held previously, unless the job no longer exists or has been filled so that SCSD can operate safely and efficiently or the employment relationship has otherwise been terminated.

Workers' compensation leave will run concurrently with any family and medical leave. During the period of leave, SCSD will continue payment of all premiums for employee benefit plans in place at the time the leave begins. SCSD will also continue the employer contribution for employee benefit premiums, as if the employee were not in leave status, for the duration of the leave. The employee must reimburse SCSD for any portion of benefits they would have paid through payroll deduction. Such reimbursement must be received by SCSD within 30 days of the date of the invoice or written notification. If SCSD does not receive the reimbursement from the employee within 30 days, SCSD can cancel any policies and/or plans for which they have not been reimbursed.

Military Leave

Military leave is a form of a personal leave of absence subject to the applicable laws and regulations. Leaves of absence and re-employment resulting from service in the National Guard or U.S. Military Armed Forces will be in accordance with applicable state and federal laws. A copy of the applicable, official military orders for training or active duty must accompany an employee's request for a leave of absence.

An employee who is assigned to an U.S. Military Armed Forces Reserve organization and is subject to active or inactive duty training will be granted leaves of absence without pay, generally for up to two (2) weeks.

The following conditions also apply: The employee may remain in paid status while using appropriate accrued leave balances (vacation) to supplement his/her military pay to maintain the equivalent of full salary.

Returning From a Leave of Absence

When an employee is returning from an approved leave, the employee must notify their supervisor at least seven calendar days prior to the scheduled return date. SCSD, at its discretion and based on anticipated business needs and operational concerns, may or may not be able to hold an employee's position open during a leave of absence.

If the position held no longer exists upon an employee's return, placement in another position, if available, for which such employee may be reasonably qualified will be made if feasible. If placement in another position cannot be accomplished, such employee will be laid off. Reinstatement after leaves regulated by law will be in accordance with applicable state and federal laws in effect at that time.

Termination During a Leave of Absence

Employees will be replaced or terminated during a leave of absence for any of the following reasons:

1. Notice of intent to resign or demonstration of intentions not to return to work is given;
2. Employee fails to return to work within the time specified for the leave without having obtained an SCSD approved extension of the original leave expiration date;
3. Employee fails to supply a doctor's certificate or other requested documentation to substantiate the need for, or an extension of, a leave;
4. Employee fails to accept their former position upon return, or if not available, another position for which they may be reasonably qualified;
5. Employee refuses to undergo a medical evaluation by an appointed doctor at SCSD's expense when requested;
6. Employee accepts other employment at any time during the leave of absence; or
7. Employee's position no longer exists at the conclusion of his/her leave.

Employee Standards

Ethics Policy

It is the policy of SCSD to carry out its mission in accordance with the strictest ethical guidelines and to ensure that SCSD customers and employees conduct themselves in a manner that fosters public confidence in the integrity of SCSD, its processes, and its accomplishments.

Code of Conduct

SCSD and its employees must, at all times, comply with all applicable laws and regulations. SCSD will not condone the activities of employees who achieve results through violation of the law or unethical business dealings. This includes any payments for illegal acts, indirect contributions, rebates and bribery. SCSD does not permit any activity that fails to stand the closest possible public scrutiny.

Conflicts of Interest

All employees must avoid situations involving actual or potential conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of SCSD, which impairs an employee's ability to exercise good judgment on behalf of SCSD, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, SCSD may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Relationship with Clients and Vendors

Employees must inform the General Manager when they have a financial interest for their own accounts in any business organization that has a contractual relationship with SCSD, or that provides goods or services, or both to SCSD, if such investment or interest could influence or create the impression of influencing their decisions in the performance of their duties on behalf of SCSD.

Gifts, Entertainment or Favors

Employees must not accept entertainment, gifts, or personal favors that could, in any way, influence, or appear to influence, business decisions in favor of any person or organization with whom or with which SCSD has, or is likely to have, business dealings. Similarly, employees must not accept any other preferential treatment under these circumstances because their position with SCSD might be inclined to, or be perceived to, place them under obligation.

Kickbacks and Secret Commissions

Regarding SCSD's business activities, employees may not receive payment or compensation of any kind, except as authorized under SCSD's remuneration policies. In particular, SCSD strictly prohibits the acceptance of kickbacks and secret commissions from suppliers or others. Any breach of this rule will result in disciplinary action and possible termination.

Funds and Other Assets

Employees who have access to SCSD funds in any form must follow the prescribed procedures for recording, handling, and protecting money. SCSD imposes strict standards to prevent fraud and dishonesty. If an employee becomes aware of any evidence of fraud and dishonesty, they shall immediately advise their supervisor or the General Manager so that SCSD can promptly investigate further.

When an employee's position requires spending SCSD funds or incurring any reimbursable personal expenses, that individual must use good judgment on SCSD's behalf to ensure that good value is received for every expenditure.

Organization Records and Communications

Accurate and reliable records of many kinds are necessary to meet SCSD legal and financial obligations and to manage the affairs of the district. SCSD books and records must reflect in an accurate and timely manner all business transactions. The employees responsible for accounting and record keeping must fully disclose and record all assets, liabilities, or both, and must exercise diligence in enforcing these requirements.

Employees must not make or engage in any false record or communication of any kind, whether internal or external, including but not limited to:

- False expense, attendance, production, financial, or similar reports and statements
- False advertising, deceptive marketing practices, or other misleading representation.

Confidentiality

Each employee is responsible for safeguarding the confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding SCSD, its suppliers, its customers, or perhaps even fellow employees. You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a “need-to-know” basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by SCSD.

Outside Employment

While employed by SCSD, employees are expected to devote their energies to their jobs with SCSD. The following types of employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee’s work schedule, duties, and responsibilities at SCSD;
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with SCSD;
- Additional employment that impairs or has a detrimental effect on the employee’s work performance with SCSD;
- Additional employment that requires the employee to conduct work or related activities on SCSD property during the employer's working hours or using SCSD facilities and/or equipment; and

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written notice to SCSD explaining the details of the additional employment. SCSD shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment.

Prohibited Conduct

The following conduct is prohibited and will not be tolerated by SCSD. Any violation shall result in disciplinary action, up to and including termination. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare, work efficiency and SCSD operations also may be prohibited.

- Falsifying employment records, employment information, or other SCSD records;
- Falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any SCSD property, or the property of any employee or customer;
- Removing or borrowing SCSD property without prior authorization;
- Unauthorized use of SCSD equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on SCSD property;
- Threatening violence or destruction of SCSD property;
- Participating in horseplay or practical jokes on SCSD time or on SCSD premises;
- Carrying firearms or any other dangerous weapons on SCSD premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or general manager, or the use of abusive or threatening language or tone toward a supervisor or customer of management;
- Using abusive language at any time on SCSD premises;
- Failing to notify a supervisor when unable to report to work;
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and lunch periods;
- Failing to provide a physician's certificate when requested or required to do so;
- Malingering on the job;
- Working overtime without authorization or refusing to work assigned overtime;
- Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working;
- Violating any safety, health, security or SCSD policy, rule, or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Committing or involvement in any act of unlawful harassment or discrimination of another individual; and
- Discourteous or unprofessional treatment of others.

This statement of prohibited conduct does not alter the SCSD's policy of at-will employment. Either you or SCSD remain free to terminate the employment relationship at any time, with or without reason or advance notice.

Falsification of Records

SCSD strictly and expressly prohibits the falsification of employment applications, personnel records, time keeping records, customer account information, injury reports, or any other reports, documents or records pertaining to SCSD employment, operations or compliance with any applicable laws. Any employee found to have engaged in this form of misconduct shall be subject to immediate disciplinary action and possible termination.

Investigations

As conditions warrant, it may be necessary for SCSD to conduct an investigation into an alleged or suspected form of misconduct by an employee or other person. In these cases, employees should understand that SCSD has a legal obligation to conduct, or have conducted, such investigations to ensure that the workplace remains efficient, safe, honest, respectful, ethical, and legally compliant and in other ways professional at all times. Therefore, SCSD has made the reporting of any suspected inappropriate act by any person, and cooperation with any resulting investigation, both an expectation and condition of employment.

Any employee who has information concerning an act of misconduct, or believes that such an act may have occurred, is required to report all known information about the incident to their supervisor or the General Manager promptly. Thereafter, employees should refrain from discussing the matter reported or under investigation with other persons. Under most circumstances, the results and outcomes of most investigations reported or affected by an act of misconduct shall be informed when the matter is resolved.

Failure to report a known or suspected violation of SCSD's policies, practices, procedures, or administrative directives, or violations of any law, is considered an act of dishonesty and will be subject to disciplinary action and possible termination.

Customer Relations

Employees are expected to be polite, courteous, prompt, and attentive to every customer. Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received. Through your conduct, show your desire to assist the customer in obtaining the help he or she needs. If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, the General Manager should be called immediately. If a problem develops, or if a customer remains dissatisfied, ask your supervisor or the General Manager to assist in a resolution.

Employer Property

Desks and computers are SCSD property and must be maintained according to SCSD rules and regulations. SCSD reserves the right to inspect, by the General Manager, all SCSD property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

SCSD provides tools, supplies and facilities for the use of the employees in the performance of their work. Employees who use SCSD equipment must be familiar with their proper use and care and shall operate them in accordance with instructions for use. Employees shall notify the General Manager immediately of any needed maintenance for any SCSD facility or equipment.

Employees must report all accidents and/or damage to SCSD equipment, as soon as practical, to the General Manager. Failure to properly use SCSD equipment or to report accidents and/or damage may result in disciplinary action and possible termination.

No employee shall use SCSD facilities or equipment for personal use without the prior approval of the General Manager.

The General Manager has the right to monitor and/or review voice mail messages and e-mail messages, without notice to the employee at any time, not necessarily in the employee's presence.

Prior authorization with the General Manager must be obtained before any SCSD property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace.

Terminated employees should remove any personal items at the time they leave SCSD. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Housekeeping

All employees are expected to assist in maintaining an overall clean work environment. People using common areas such as lunchrooms and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

Personal Possessions

Each employee is responsible to safeguard their own items of value including wallets, purses, etc. SCSD does not reimburse employees for items lost/stolen at work.

Voice Mail, E-Mail & Computer Files

SCSD uses various forms of electronic communication including, but not limited to computer, e-mail, telephones, Internet and cell phones. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of SCSD and are to be used only for SCSD business unless authorized by the General Manager.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, or not in the best interest of SCSD.

Employees who misuse electronic communications and engage in defamation, discrimination, harassment, or related actions will be subject to discipline and possible termination.

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

SCSD reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of any law occurs.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by the General Manager.

Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the confidential communication policy established by the SCSD. These communications tools should not be used for communicating confidential or sensitive information. Whenever any device with SCSD stored data is lost, you must contact the General Manager immediately.

SCSD monitors both the amount of time spent using online services and the sites visited by SCSD personnel. SCSD reserves the right to limit Internet access to include or exclude certain Internet sites and/or services.

Any information about SCSD, its products or services, or other types of information that will appear in the electronic media about SCSD must be approved by the General Manager before the information is placed on a platform that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the General Manager.

Technology Usage & Protection Policy

When using SCSD's Technology Resources, employees must take care to reduce risk to these resources and to the confidentiality of SCSD's information. Following are some examples of behavior that reduces risk:

- Always consider the confidentiality of documents and information transmitted over outside services. This involves faxing, use of e-mail, cellular calls, flash drives and other technology options. Substantial damage can be done by routing documents to the wrong person or organization, exposing documents or messages to interceptions and theft, transmitting confidential information during cellular calls, etc.
- Always verify addresses such as e-mail and fax numbers before sending information so that it does not fall into the wrong hands.
- Be aware of the rights of others to their own copyrighted information. Do not download and pass on copyrighted materials where the copyright owner has expressly forbidden it. Do not "publish" another person's messages to a larger audience without securing their permission first.
- Remember, when you send e-mail or contribute to any public forum such as an Internet newsgroup while using SCSD's Technology Resources, what you say may be interpreted as the opinion of SCSD. Be courteous and professional in your communications.
- Keep in mind that all information stored on SCSD's Technology Resources may someday be disclosed to outside parties in connection with an investigation or litigation. Accordingly, make sure your communications are professional in tone and content.
- Always use appropriate fax cover pages that contain all the information necessary to see that delivery is made to the proper person.
- When you receive misdirected e-mail or faxes, promptly contact the sender and inform them of the mistake and ask that they redirect their communication. Do not forward the message or fax unless you are authorized to do so.

Smoking

California Labor Code section 6404.5 prohibits smoking in all enclosed places of employment in the state unless there is a specific statutory exemption (none of the exemptions apply to SCSD). In addition, research has repeatedly demonstrated the health hazards of the use of tobacco products, including smoking and the breathing of second-hand smoke. Therefore, in the best interest of the health and safety of employees and the general public, the smoking of tobacco products shall be banned completely within SCSD buildings, facilities, or in confined spaces. Those who smoke are requested to do so outdoors in designated smoking areas during regularly scheduled rest and meal periods. Extra care should be taken when working around combustible materials.

The success of this policy depends on the thoughtfulness, consideration and cooperation of smokers and non-smokers. All individuals on SCSD premises share in the responsibility of adhering to this policy. Likewise, all SCSD employees are responsible for advising customers of the public or other visitors who are observed smoking tobacco products on SCSD property of the SCSD's policy on the matter.

Dress Code & Other Personal Standards

At SCSD, professional image is important and is maintained, in part, by the image that employees present to customers, visitors, vendors, and others in our business. No one has a second chance at a first impression. In choosing appropriate work attire, employees should consider tastefulness, public contact, the nature of the job, and working conditions.

SCSD expects all employees to use good judgement and taste in matters of personal grooming and dress. Good judgment includes consideration for both SCSD and its clients. Attire should be in keeping with the dignity of a professional public utility. Employees should always be neat and clean in appearance, dressed in reasonably conservative attire, and conduct themselves in a professional manner. Visible piercings must be limited to earrings. Visible tattoos that may be offensive and extreme hair styles are prohibited.

In all cases, supervisors will help employees determine what is considered appropriate attire for the particular situation.

Non-Compliance

Employees who are inappropriately dressed may be sent home and directed to return to work in the proper attire. Non-exempt employees will not be compensated for the time away from work. Employees who violate SCSD's dress code policy and/or grooming standards will be subject to corrective action and possible termination.

Use of Tools & Equipment

When using equipment or tools in performing tasks, employees are expected to exercise care and follow all operating and maintenance instructions, safety standards, and guidelines. No employee is to attempt to repair any equipment without the express authorization of the employee's supervisor or the General Manager. Use equipment and tools only for the purpose for which they were designed. Do not attempt to operate any equipment or machine until properly trained on the correct use.

If any SCSD equipment, machine, or tool is broken, malfunctioning, damaged, defective, or in need of repair, notify the employee responsible for the equipment, your supervisor, or the General Manager. Prompt reporting of damage, defects, and need for repairs could prevent deterioration of equipment and

possible injury to employees or others.

The improper, careless, negligent, destructive, or unsafe use or operation of tools or equipment, including their removal from SCSD premises, can result in corrective action and possible termination.

Prohibited Cell Phone Use While Driving

In the interest of the safety of our employees and other drivers, if your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device. Unless using a hands-free device, under no circumstances should employees place phone calls while operating a motor vehicle while driving on SCSD business and/or SCSD time. Any citations for cell phone violations shall be the employee's responsibility.

Disciplinary Action

Initiation of Disciplinary Action

Disciplinary action may be initiated by the General Manager on his/her own initiative or upon written recommendation of the employee's supervisor.

Nature of Disciplinary Action

Disciplinary action may consist of an oral reprimand, a written reprimand, suspension without pay, demotion, and/or reduction in pay. The General Manager may impose any level of discipline he/she deems appropriate and need not follow a course of progressive discipline.

Grounds for Disciplinary Action

Examples of reasons for the General Manager to impose discipline include, but are not limited to, the following:

1. False statement of fact or actual or attempted deception, fraud, or misconduct in or with an application, interview, or examination;
2. Violation of any policy of the SCSD;
3. Unauthorized absence;
4. Conviction of a felony or other criminal act, which is of a nature to adversely affect the employee's ability to perform the duties and responsibilities of his or her employment;
5. Disorderly conduct;
6. An inability to perform the essential functions of the employee's job (with reasonable accommodations);
7. Any act of fraud, dishonesty, misappropriation, embezzlement or similar conduct involving SCSD;
8. Substandard performance or inefficiency;
9. Insubordination;

10. Violation of the alcohol and drug use policy;
11. Neglect of duty;
12. Damage to, waste of, or unauthorized use of SCSD's supplies, equipment or premises;
13. Failure to follow safety instructions or directions;
14. Unauthorized employee use of SCSD equipment for personal use;
15. Discourteous or unprofessional treatment of others; and
16. Engaging in prohibited conduct, as set forth in the Ethics Policy.

Notice to Employee of Disciplinary Action

For all employees, prior to imposing any disciplinary action other than an oral or written reprimand, the employee shall receive a written notice stating the following:

1. The nature of the proposed disciplinary action;
2. A statement of the reasons for the discipline;
3. A statement, in ordinary and concise language, of all specific facts or omissions upon which the discipline is based;
4. A statement advising the employee of his or her right to respond orally or in writing to the General Manager prior to the effective date of the disciplinary action;

Effect of Suspension of Benefits

When an employee is suspended without pay for ten (10) or fewer working days by the General Manager, employee and employer contributions to benefits will be continued. However, suspended employees will not earn vacation or sick or be paid for holidays during the suspension period.

No benefits will be paid by SCSD for suspension over ten (10) working days. An employee may continue appropriate benefits by making the necessary payments.

Effect of Termination

Upon the effective date of termination, SCSD shall cease to pay for any benefits for the employee.

Failure to File Notice of Appeal

If an employee, against whom an action of termination or discipline has been imposed, fails to file or continue an appeal with the General Manager within the time specified above, the disciplinary action or termination shall become final without further action.

Health and Safety

Drug & Alcohol Abuse

SCSD is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to SCSD. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes SCSD to the risks of property loss or damage, or injury to other persons.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to the SCSD.

The following rules and standards of conduct apply to all employees either on SCSD property or during the workday (including meals and rest periods). Behavior that violates SCSD policy includes:

- Possession or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance while on the job;
- Driving a vehicle while under the influence of alcohol on SCSD business; and
- Distribution, sale, or purchase of an illegal or controlled substance while on the job.

Violation of these rules and standards of conduct will not be tolerated. SCSD also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, SCSD reserves the right to conduct searches of SCSD property by the General Manager and to implement other measures necessary to deter and detect abuse of this policy.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify the General Manager of such use immediately before starting or resuming work. The employee is not required to disclose the medical condition requiring the use of the drugs.

SCSD will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave prior to having been found in violation of SCSD policy. SCSD is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is SCSD obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect SCSD's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Health & Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or the General Manager.

Necessary safety equipment will be purchased by SCSD and used by all employees who require such equipment on the job. It is the employee's responsibility to utilize, protect and safeguard such equipment from damage. An employee who continually loses or damages equipment will be subject to disciplinary action and possible termination.

In compliance with Proposition 65, SCSD will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Workers' Compensation

All employees are covered for Workers' Compensation, effective the first day of employment. Workers' Compensation provides employees and/or their beneficiaries with certain benefits in the event of a work related illness, injury, or accidental death. SCSD pays the full cost of this coverage. If an employee sustains a work-related illness or injury, they must report the illness or injury to SCSD's General Manager or the employee's supervisor the day the injury or illness occurs or not later than 24 hours after the occurrence. Failure to do so could result in a delay of benefits.

Workers' Compensation benefit payments may be coordinated with any accrued sick leave or vacation leave as part of a medical or disability leave of absence. For more information about Workers' Compensation benefits, please contact SCSD's General Manager or your supervisor.

SCSD provides medical treatment for work-related injuries and illnesses through pre-determined clinics that provide medical care to injured employees. These clinics are selected due to their experience in treating work-related injuries.

Employees who are injured in a work-related accident will be referred to the designated clinic unless SCSD has received a written notice that the employee wishes to be treated by his/her own health care provider. This notification must have been submitted to the employee's supervisor prior to any injury.

Workers' Compensation Fraud

Employees and former employees may be encouraged by outside persons, including attorneys or other professionals, to file fraudulent Workers' Compensation claims. California law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers' Compensation claim. Filing a false or fraudulent Workers' Compensation claim is also a violation of SCSD policy, and will result in

immediate termination. SCSD's policy is to investigate all questionable Workers' Compensation claims and to refer them to the Bureau of Fraudulent Claims.

Recreational Activities & Programs

SCSD or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Security/Workplace Violence

SCSD has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious activities to The General Manager. Secure your desk or office at the end of the day including all SCSD checks. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

SCSD is committed to providing its employees a safe work environment. SCSD will not tolerate any violent or threatening behavior by or toward its employees. This policy prohibits actual or threatened violence against any person on SCSD-premises, at any SCSD-sponsored event, and/or while engaging in any SCSD-related activity. Safety and security in the workplace is every employee's responsibility. SCSD relies upon all employee's compliance with this policy to achieve our goal of providing a violence-free workplace.

Some examples of conduct that violates this policy include:

- Threats of any kind;
- Physically aggressive or violent behavior;
- Intimidating or harassing behavior;
- Sabotage or destruction of any SCSD-property or property of any employee;

Additionally, SCSD strictly prohibits the possession of any weapon on SCSD-premises or at any SCSD-related event.

Any conduct violating this policy, including any threats of or actual violence, both direct and indirect, must be reported as soon as possible to your immediate supervisor or the General Manager. This includes threats by employees, as well as threats by customers, vendors or solicitors. All suspicious individuals or activities must be reported as soon as possible. Anyone receiving a report of a violation of this policy must report the matter immediately to the General Manager.

Employees should notify their supervisor of any restraining order in effect or of any potentially violent non-work situation that could result in workplace violence.

SCSD will promptly and thoroughly investigate any report of actual or potential workplace violence. The identity of the individual making a report will be protected as much as is practical; however, SCSD may need to disclose information in order to protect the safety of others. SCSD will not tolerate retaliation against any employee who reports workplace violence.

SCSD will take appropriate corrective action when it determines a violation of this policy has occurred. This may include imposing discipline, up to and including termination, upon any employee who violates this policy, including its reporting requirements.

Confirmation of Receipt

Employee Handbook Signature Page

Confirmation of Receipt

I hereby acknowledge that I have received a copy of the SCSD EMPLOYEE HANDBOOK dated June 2021. Promptly read its contents, then sign, date and return this page to my supervisor within two (2) weeks of receipt. I understand that if I have any questions about the Handbook or its contents, I am to discuss them with my supervisor or the General Manager. I acknowledge that I am expected to read, understand, and adhere to SCSD's policies documented in this Handbook.

I recognize that this Handbook supersedes and replaces any previous handbooks, and to the extent that provisions of this Handbook conflict with previously issued policies or practices, whether or not such policies and practices were contained in an employee handbook, this Handbook shall prevail. I agree that changes in the policies set out in the Handbook are not valid unless approved by the Board of Directors at the monthly Board of Directors meeting.

Employee's Name (print or type)

Date: _____

Employee Signature