



**SANTA MARIA PUBLIC AIRPORT DISTRICT  
BOARD OF DIRECTORS**

**Thursday  
April 9, 2026**

**Administration Building  
Airport Boardroom  
6:00 P.M.**

**REGULAR MEETING  
A G E N D A**

*This agenda is prepared and posted pursuant to the requirements of the California Government Code Section 54954.2. By listing a topic on this agenda, the Santa Maria Public Airport District has expressed its intent to discuss and act on each item. The Santa Maria Public Airport District welcomes orderly participation at its meetings from all members of the public. This includes assistance under the Americans with Disabilities Act to provide an equally effective opportunity for individuals with a disability to participate in and benefit from District activities. To request assistance with disability accommodation, please call (805) 922-1726. Notification at least 48 hours prior to the meeting would enable the Santa Maria Public Airport District to make reasonable arrangements to ensure accessibility to this meeting.*

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL: Brown, Adams, Guy, Clayton, Rodriguez**

- 1. MINUTES OF THE REGULAR MEETING HELD MARCH 12, 2026**
- 2. COMMITTEE REPORT(S):**
  - a) EXECUTIVE
  - b) ADMINISTRATION & FINANCIAL
  - c) SAFETY & SECURITY
  - d) REAL ESTATE
  - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT
  - f) GOVERNMENT AFFAIRS
  - g) MARKETING & PROMOTIONS
  - h) GENERAL AVIATION
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
  - a) Demand Register

5. **PUBLIC SESSION:** Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish a time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
6. **RESOLUTION 958. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT ADOPTING A STANDBY (ON-CALL) ASSIGNMENT AND STANDBY PAY POLICY AND AMENDING THE PERSONNEL MANUAL.**
7. **BOARD DISCUSSION OF AIRCRAFT RESCUE AND FIRE FIGHTING SERVICES CONTRACT.**
8. **AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE CHANGE ORDER 1 FOR THE REHABILITATION OF RUNWAY 12-30 PROJECT BETWEEN THE DISTRICT AND GRANITE CONSTRUCTION.**
9. **CLOSED SESSION:** The Board will hold a Closed Session to discuss the following item(s):
  - a) **Conference with Real Property Negotiators: APN: 111-231-2 and 111-231-17. Agency negotiators: General Manager and District Counsel. Negotiating parties: Aerostar Properties. Under Negotiation: Through the Fence Agreement (Gov. Code Section 54956.8).**
  - b) **Conference with Real Property Negotiators: 3203 Lightning Street, Santa Maria, CA 93455. Agency negotiators: General Manager and District Counsel. Negotiating parties: Aircraft Paint. Under Negotiation: Price & Terms of lease (Gov. Code Section 54956.8).**
  - c) **Conference with Real Property Negotiators: 3409 Corsair Circle, Santa Maria, CA 93455. Agency negotiators: General Manager and District Counsel. Negotiating parties: Central Coast Jet Center & English Air Services. Under Negotiation: Price & Terms of lease (Gov. Code Section 54956.8).**
10. **DIRECTORS' COMMENTS.**
11. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD  
MEETING OF THE BOARD OF DIRECTORS  
OF THE SANTA MARIA PUBLIC AIRPORT  
DISTRICT HELD MARCH 12, 2026

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 6:00 p.m. Present were Directors Guy, Clayton, and Rodriguez. General Manager, Pehl, Manager of Finance & Administration, Flores, and District Counsel Steele. Directors Brown and Adams were absent.

1. MINUTES OF THE REGULAR MEETING HELD February 12, 2026. Director Rodriguez made a Motion to approve the minutes of the regular meeting held February 12, 2026. Director Clayton Seconded, and it was carried by a 3-0 vote.
2. COMMITTEE REPORT(S):
  - a) EXECUTIVE – The committee met to set the agenda.
  - b) ADMINISTRATION & FINANCIAL – No meeting scheduled.
  - c) SAFETY & SECURITY – No meeting scheduled.
  - d) REAL ESTATE – The committee met to discuss a current lease.
  - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT– No meeting scheduled.
  - f) MARKETING & PROMOTIONS – No meeting scheduled.
  - g) GENERAL AVIATION – No meeting scheduled.
3. GENERAL MANAGER’S REPORT: General Manager Pehl reported that he and Mr. Flores attended the NBAA International Operators Conference, where they focused on customs marketing efforts. He also noted that both will be attending the upcoming Schedulers and Dispatchers Conference later this month. Mr. Pehl shared that he recently presented to the Realtor Association on drone-related topics and attended the State of Vandenberg Space Force Base event. He provided an update on the runway project, stating that a change order has been approved to replace the runway lighting. Lastly, Mr. Pehl addressed American Airlines’ decision to terminate its service, noting that the route will end effective May 7, 2026.
4. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
  - a) Demand Register. The Demand Register, covering warrants 074490 through 074546 in the amount of \$441,508.67, was recommended for approval as presented. Director Rodriguez made a Motion to accept the Demand Register as presented. Director Clayton Seconded, and it was carried by a 3-0 vote.
  - b) Financial Statements. Received and filed.
5. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each

meeting. The Board has established a three-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

No one requested to speak.

6. Resolution 954. A Resolution of the Board of Directors of the Santa Maria Public Airport District adopting a structurally balanced budget policy. Director Clayton made a Motion to approve. Director Rodriguez Seconded, and it was carried by the following roll call vote. Directors Guy, Clayton, and Rodriguez voted "Yes".
7. Resolution 955. A Resolution of the Board of Directors of the Santa Maria Public Airport District adopting an investment policy. Director Guy made a Motion to approve. Director Clayton Seconded, and it was carried by the following roll call vote. Directors Guy, Clayton, and Rodriguez voted "Yes".
8. Resolution 956. A Resolution of the Board of Directors of the Santa Maria Public Airport District adopting a reserve policy. Director Clayton made a Motion to approve. Director Rodriguez Seconded, and it was carried by the following roll call vote. Directors Guy, Clayton, and Rodriguez voted "Yes".
9. Resolution 957. A Resolution of the Board of Directors of the Santa Maria Public Airport District adopting a debt management policy. Director Rodriguez made a Motion to approve. Director Clayton Seconded, and it was carried by the following roll call vote. Directors Guy, Clayton, and Rodriguez voted "Yes".
10. Authorization for the President and Secretary to execute the First Amendment of Service Agreement between the District and Tartaglia Engineering for the Rehabilitation of Runway 12-30. Director Clayton made a Motion to approve. Director Rodriguez Seconded, and it was carried by a 3-0 vote.
11. Authorization for the President and Secretary to execute the Second Amendment of Service Agreement between the District and Tartaglia Engineering for the Landside Improvement Project. Director Rodriguez made a Motion to approve. Director Clayton Seconded, and it was carried by a 3-0 vote.
12. Authorization for the President and Secretary to execute the Sixth Amendment of Service Agreement between the District and Tartaglia Engineering for the U.S. Customs Building Upgrades. Director Rodriguez made a Motion to approve. Director Clayton Seconded, and it was carried by a 3-0 vote.
13. Authorization for the President and Secretary to execute an Agreement of Sale of Conservation Credits between the Santa Maria Public Airport District and Rancho Purisma, LLC in connection with the La Purisma Conservation Bank. Director Rodriguez made a Motion to approve. Director Clayton Seconded, and it was carried by a 3-0 vote.
14. Closed Session. At 6:57 p.m. the Board went into Closed Session to discuss the following item(s):
  - a) Conference with Real Property Negotiators: APN: 111-231-2 and 111-231-17. Agency negotiators: General Manager and District Counsel. Negotiating parties: Aerostar Properties. Under Negotiation: Through the Fence Agreement (Gov. Code Section 54956.8).

At 7:05 p.m., the Board and staff reconvened to Open Public Session.

There were no reportable actions. Director Guy recused himself due to a continuing conflict of interest.

15. Directors' Comments. Director Rodriguez thanked staff for their work to improve the airport and noted that, while it is easy to criticize, staff is doing good work and bringing forward policies to help stabilize the District financially.

Director Clayton expressed disappointment with SkyWest's decision to discontinue service to Phoenix. He was pleased to hear marketing efforts for Customs are beginning and encouraged staff to attend future conferences that support customer growth. He added that, while waiting for another carrier to initiate service, the District should focus on maximizing revenues and positioning itself for future growth.

Director Guy said he was heartbroken by the negative community comments directed at the Board and staff regarding the loss of Phoenix service. He noted that staff and Board members attended numerous community events organized by the Chamber, REACH, EconAlliance, and others to promote the service. He encouraged continued efforts to move the airport forward, focus on existing assets, and learn from the experience. He also thanked Mr. Flores for his work in helping ensure compliance.

16. Adjournment: Acting President Guy asked for a Motion to adjourn to a Regular Meeting to be held on March 26, 2026, at the regular meeting place. Director Clayton made that Motion, Director Rodriguez Seconded, and it was carried by a 3-0 vote.

#### ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 7:09 p.m. on March 12, 2026.

\_\_\_\_\_  
Steve Brown, President

\_\_\_\_\_  
Tony Guy, Secretary

**DEMAND REGISTER  
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 074547 to 074572 and electronic payments on Columbia Bank and in the total amount of \$ 758,158.35.

\_\_\_\_\_  
MARTIN PEHL  
GENERAL MANAGER

\_\_\_\_\_  
DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 074547 to 074572 and electronic payments on Columbia Bank in the total amount of \$758,158.35 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

\_\_\_\_\_  
MICHEAL FLORES  
MANAGER OF FINANCE AND ADMINISTRATION

\_\_\_\_\_  
DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF APRIL 9, 2026.

\_\_\_\_\_  
TONY GUY  
SECRETARY

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
* 74547	3/12/2026	Astound	\$950.65	Network Services - Terminal
* 74548	3/12/2026	AT&T	\$145.05	Telephone Service
* 74549	3/12/2026	Aviation Management Consulting Group	\$3,377.50	SMX Airport Fee Study
* 74550	3/12/2026	B&B Steel & Supply of SM	\$71.61	Hangar Maintenance
* 74551	3/12/2026	Bartlett, Pringle & Wolf	\$100.00	Software Support Svcs - Acumatica
* 74552	3/12/2026	BMI PacWest	\$839.15	Terminal Maintenance
* 74553	3/12/2026	Comcast	\$1,461.16	Cable/Internet/ Digital Voice
* 74554	3/12/2026	Comcast Business	\$2,294.58	Internet Service
* 74555	3/12/2026	County of Santa Barbara EHS/ CUPA	\$1,859.00	Hazardous Waste Permit
* 74556	3/12/2026	Ferguson US Holdings, Inc.	\$179.68	Hangar Maintenance
* 74557	3/12/2026	Haute Social by Hayley	\$1,075.00	Airport Advertising
* 74558	3/12/2026	Heath, Ray	\$3,575.20	Consulting Services - Contingencies
* 74559	3/12/2026	HERC RENTALS	\$318.22	Pavement Maintenance
* 74560	3/12/2026	J B Dewar, Inc	\$400.98	Unleaded/Diesel Fuel
* 74561	3/12/2026	JD Humann Landscaping, Inc	\$5,597.28	Terminal Landscaping
* 74562	3/12/2026	KT Karas	\$471.00	Tenant Refund
* 74563	3/12/2026	LSC Communications	\$48.59	FAA Publications
* 74564	3/12/2026	McMaster-Carr	\$1,393.07	Signs/Hangar Maintenance
* 74565	3/12/2026	Mission Linen Service	\$178.74	Uniform Service
* 74566	3/12/2026	O'Reilly Automotive, Inc.	\$79.33	Admin Maintenance
* 74567	3/12/2026	Richards, Watson & Gershon	\$12,321.00	Legal Counsel Services
* 74568	3/12/2026	RRM Design Group	\$9,145.83	SMX Bus Park Spec Plan Amendment
* 74569	3/12/2026	Seibert, Caleb	\$398.00	Tenant Refund
* 74570	3/12/2026	Service Star	\$12,983.31	Janitorial Service
* 74571	3/12/2026	SkyWest Airlines, Inc	\$500,000.00	Revenue Guarantee - Q4 2025
* 74572	3/12/2026	Storey, Kimberly	\$250.00	Tenant Refund
		Subtotal	<u>\$559,513.93</u>	
ACH	3/10/2026	Frontier	\$1,139.14	Telephone Service
ACH	3/10/2026	CalPers	\$20,160.31	Employee Health Insurance
ACH	3/10/2026	PG&E	\$27,698.84	Terminal/Admin/Hangar Electricity
ACH	3/11/2026	De Lage Landen	\$83.74	Copier
ACH	3/12/2026	Flex TG	\$20.07	Equipment Lease - Usage Charge
ACH	3/12/2026	The Gas Company	\$1,512.39	Utilities - Gas
ACH	3/12/2026	PG&E	\$3,005.95	Terminal/Admin/Hangar Electricity
ACH	3/12/2026	U.S. Bank Equipment Finance	\$573.14	RICOH Printer Lease
ACH	3/12/2026	Advantage Answering	\$601.11	Answering Service
ACH	3/12/2026	Paychex	\$8,403.22	Payroll Taxes
ACH	3/12/2026	Paychex	\$31,060.99	Payroll
ACH	3/13/2026	Paychex	\$200.24	Paychex Invoice

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	3/13/2026	Frontier	\$1,043.41	Telephone Service
ACH	3/13/2026	Clark Pest Control	\$3,240.75	Weed/Wildlife Abatement
ACH	3/17/2026	Empower Retirement	\$5,710.14	Employee Paid Retirement
ACH	3/24/2026	CalPers	\$7,195.58	Employee Retirement
ACH	3/25/2026	VISA (Micheal Flores)	\$6,279.35	Business Travel, Membership Dues
ACH	3/26/2026	Paychex	\$8,484.59	Payroll Taxes
ACH	3/26/2026	VISA	\$12,112.13	Airport Advertising, Hangar Maintenance, Training
ACH	3/26/2026	Paychex	\$31,247.92	Payroll
ACH	3/27/2026	Primo Brands	\$86.72	Water Delivery
ACH	3/27/2026	Paychex	\$200.24	Paychex Invoice
ACH	3/31/2026	Principal	\$2,901.34	Employee Dental/Life/Disability Insurance
ACH	3/31/2026	CalPers	\$19,239.83	Unfunded Liability
ACH	4/2/2026	Frontier	\$398.59	Telephone Service
ACH	4/3/2026	Empower Retirement	\$5,710.14	Employee Paid Retirement
ACH	4/3/2026	Primo Brands	\$130.31	Water Delivery
ACH	4/3/2026	Aflac	\$204.24	Employee Voluntary Insurance
		Subtotal	<u>\$198,644.42</u>	
		Total	<u><u>\$758,158.35</u></u>	

**RESOLUTION NO. 958**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT  
ADOPTING A STANDBY (ON-CALL) ASSIGNMENT AND STANDBY PAY POLICY,  
AND AMENDING THE DISTRICT PERSONNEL MANUAL**

**WHEREAS**, the Santa Maria Public Airport District (“District”) is responsible for the safe, secure, and continuous operation of airport facilities and services, including response to after-hours and emergency situations; and

**WHEREAS**, certain District positions must be available outside of regularly scheduled work hours, requiring clearly defined standby (on-call) expectations and compensation; and

**WHEREAS**, the Board of Directors further desires to clarify and enhance compensation for emergency return-to-work situations occurring during late-night hours in recognition of the operational and personal impact of such calls; and

**WHEREAS**, the Board of Directors has determined that it is in the best interest of the District to adopt a formal Standby (On-Call) Assignment and Standby Pay Policy, consistent with applicable federal and State of California labor law; and

**WHEREAS**, the Board of Directors also desires to modernize and clarify the District’s holiday schedule by recognizing Christmas Eve and New Year’s Eve as full paid holidays, thereby eliminating partial-day holiday practices which create administrative and payroll complexity; and

**WHEREAS**, the Board of Directors has authority to establish compensation, adopt personnel policies, and amend the District Personnel Manual;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Santa Maria Public Airport District as follows:

**Section 1. Adoption of Standby (On-Call) Policy**

The Board of Directors hereby **adopts the Standby (On-Call) Assignment and Standby Pay Policy**, which shall be incorporated into the District Personnel Manual as **Section 4.16**, as set forth in **Exhibit A**, attached hereto and incorporated by reference.

**Section 2. Amendment to Personnel Manual – Return to Work / Emergency Call-Back (Section 4.9)**

Section **4.9 – Return to Work Pay** of the District Personnel Manual is hereby amended to include the following provision:

**Emergency service call-back time occurring between the hours of 12:01 a.m. and 4:59 a.m. shall be compensated at a minimum of three (3) hours paid at time and one-half (1½), in the form of compensatory time or cash, at the employer’s option. An employee shall qualify for the three-hour minimum at time and one-half only when the majority or entirety of the emergency call-back occurs between 12:01 a.m. and 4:59 a.m.**

**If less than one-half of the emergency call-back time occurs between 12:01 a.m. and 4:59 a.m., the employee shall be eligible for the standard two-hour minimum paid at time and one-half.**

All other provisions of Section 4.9 shall remain in full force and effect unless specifically amended herein.

**Section 3. Amendment to Personnel Manual – Holidays (Section 4.14)**

Section 4.14 – Holidays of the District Personnel Manual is hereby amended as follows:

1. **Christmas Eve (December 24)** is added as a **full paid holiday**.
2. **New Year’s Eve (December 31)** is added as a **full paid holiday**.
3. Any provision granting **one-half (½) day off prior to Christmas Day or New Year’s Day is eliminated in its entirety**.
4. All remaining holiday provisions remain unchanged unless expressly modified by this Resolution.

**Section 4. Administrative Authority**

The **Manager of Finance and Administration** is authorized and directed to:

- Implement and administer the Standby (On-Call) Assignment and Standby Pay Policy;
- Update payroll, scheduling, and operational procedures to reflect the amended emergency call-back compensation provisions;
- Update holiday schedules and internal procedures to reflect the revised holiday structure; and
- Make conforming, non-substantive edits to the Personnel Manual consistent with the intent of this Resolution.

**Section 5. Effective Date**

This Resolution and all amendments to the Personnel Manual approved herein shall become effective July 1, 2026

**Section 6. No Contractual Guarantee**

Nothing in this Resolution or the Personnel Manual amendments approved herein shall be construed to create a contract of employment, express or implied, nor to alter the at-will employment status of District employees.

**PASSED** at the regular meeting of the Board of Directors of the Santa Maria Public Airport District held on April 9, 2026, on motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

\_\_\_\_\_  
Steve Brown, President

**ATTEST:**

\_\_\_\_\_  
Tony Guy, Secretary

# Exhibit A

Maintenance personnel shall normally report for duty at 8:00 A.M. and end the workday at 4:30 P.M., unless otherwise assigned as hereinabove provided.

## 4.8 OVERTIME

The District tries to keep costs down by avoiding overtime work. However, non-exempt employees may be required to work overtime with advance approval. The District compensates for overtime in fifteen (15) minute increments.

Overtime work for non-exempt employees is defined as hours assigned to be worked and actually worked in excess of forty (40) hours in the designated seven (7) day workweek. Overtime may be compensated by the payment of one and one-half (1-1/2) times the regular rate of pay or by compensatory time off for the employee involved. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating FLSA overtime pay; paid leave will not be counted.

### 4.8.1 Compensatory Time in Lieu of Cash

In lieu of cash payment for overtime, an employee may elect to receive compensatory time off, credited at the rate of time and one-half for every overtime hour worked. The maximum accumulation of compensatory time off which may be credited is 240 hours (equivalent to 160 overtime hours worked). An employee who has requested to use accumulated compensatory time shall be permitted to use such time within a reasonable period of time after making the request unless, in the discretion of the department head or General Manager, the use of the compensatory time will unduly disrupt the operations of the District. An employee shall, upon termination, be paid for unused accumulated compensatory time at the higher of (1) the employee's final regular rate of pay or (2) the employee's average regular rate of pay during the last three years of his/her employment.

Hours worked by an employee on a specified District holiday shall be considered overtime work regardless of the number of hours the employee actually worked within the applicable work period.

## 4.9 RETURN TO WORK PAY

If the employee leaves the workplace following his or her regular workday but is requested to return to duty, the employee shall be entitled to be paid a minimum of two (2) hours at the employee's applicable overtime rate or receive compensatory time off. An employee who returns to work shall be paid time and one-half for all hours worked after the employee returns to work. Emergency service call back time between the hours of 12:01 a.m. and 4:59 a.m. will be a minimum of three hours paid at time and one-half comp time or cash at the employer's option. An employee will only qualify for the three-hour minimum of paid at time and one-half if the majority or entirety of the emergency call back is between 12:01 a.m. and 4:59 a.m.; if less than half of the time is between said hours, the employee will be eligible for the two-hour minimum paid at time and one-half.

## 4.10 Standby (On-Call) Assignment and Standby Pay

### a. Standby (On-Call) Assignment

The District may require certain employees to be placed on standby (on-call) status outside of their regularly scheduled work hours in order to ensure the continuous and safe operation of airport facilities and services.

Standby assignments may be made by management and may be mandatory, rotational, scheduled, or assignment-based, depending on operational needs.

Employees may be permitted to trade or exchange standby assignments with management approval

### **b. Definition of Standby Status**

An employee on standby status is not required to remain at a specific location, but must:

- Be ready and take immediate steps to respond within a reasonable time to calls for their service (which would exclude anyone on an approved vacation and/or out sick);
- Be readily available and reachable by telephone or paging device;
- Remain within a 30-mile radius of the Airport;
- Must use a District-assigned vehicle exclusively for transportation to and from the district; and
- Refrain from activities that might impair their ability to perform their assigned duties.

Time spent on standby does not constitute hours worked unless the employee is actually required to perform work.

### **c. Standby (On-Call) Pay**

Employees assigned to standby (On Call) status shall receive a stipend as compensation for availability, separate from regular wages.

- The stipend shall be \$5 per each hour assigned to standby (On Call) status
- Stipends are paid regardless of whether the employee is called in, provided the employee complies with standby requirements.

Standby stipends are not considered hours worked for purposes of overtime calculation.

### **d. Call-Back and Compensation for Hours Worked**

If an employee on standby status is required to return to work:

- All time actually worked shall be compensated in accordance with:
  - Section 4.8 Overtime, and
  - Section 4.9 Return to Work Pay, as applicable.
- Standby pay is paid in addition to any wages, overtime, or compensatory time earned for hours worked.
- Travel time shall be compensated as hours worked.

**e. Failure to Respond**

Failure to respond to a standby call, without good cause, may result in:

- Loss of the applicable standby stipend; and/or
- Disciplinary action, consistent with District policies.

**f. Modification or Discontinuation**

Standby assignments and standby pay amounts may be modified, suspended, or discontinued by the District based on operational needs, budgetary considerations, or policy changes, subject to applicable law.

**4.11 VACATION**

All full-time employees will be granted annual vacation leave with pay according to the following schedule:

<u>Years of Service</u>	<u>Vacation Days</u>	<u>Credit Per Month</u>
1 to 3	10	6.67 hours per month
4	11	7.33 hours per month
5	12	8 hours per month
6	13	8.67 hours per month

6. July 4 (Independence Day)
7. First Monday in September (Labor Day)
8. Second Monday in October (Indigenous People Day)
9. November 11 (Veterans' Day)
10. Fourth Thursday in November (Thanksgiving Day)
11. Friday after Thanksgiving Day
12. December 24 (Christmas Eve)
13. December 25 (Christmas Day)
14. December 31 (New Years Eve)

When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. When a holiday falls on a Sunday, the following Monday shall be considered a holiday.

#### **4.16 ADDITIONAL EMPLOYEE BENEFITS**

The following is a brief description of additional employee benefits which are currently furnished through the District. The information set forth below does not establish the terms and conditions of the benefits, all of which are subject to and/or contained in the applicable insurance policies, retirement plan documents, and employee benefit plan documents. Further, except where a requirement to meet and confer with recognized bargaining units is established, the District reserves the right at any time to alter, change, eliminate, modify, or revise any benefit which it currently offers and to change the carrier or provider of any service.

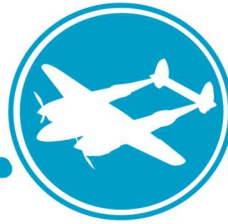
##### **4.16.1 Medical Insurance**

The District requires that each full-time employee have medical coverage. Employees have the option of enrolling with the District's medical provider, Public Employees' Retirement System (PERS), and receive medical coverage. Retirees of the District are also eligible to participate in the benefit program.

The District will contribute for each eligible employee, annuitant and survivor, the amount necessary to pay the full cost of enrollment, up to an amount determined by PERS. The District will also pay an additional amount determined by the Board per month per eligible employee, excluding retirees and their survivors, which will be applied to the medical plan of choice. This is considered the "total" premium.

Should an employee elect to enroll in a PERS Health Benefits Program whose monthly premium is more than the agreed-upon "total", the employee shall be responsible for payment of the difference, which will automatically be deducted from the employee's paycheck. Should an employee enroll in a PERS Health Benefits Program whose monthly premium is less than the agreed total, the employee shall elect to apply the difference to one of the following options:

**SANTA MARIA PUBLIC AIRPORT DISTRICT**  
**PERSONNEL MANUAL**



**SANTA MARIA AIRPORT**

**SMX**

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## **1.0 EMPLOYMENT POLICIES**

### **1.1 EQUAL EMPLOYMENT OPPORTUNITY**

The Santa Maria Public Airport District (“District”) provides equal employment opportunity to all applicants and employees in all areas of employment including recruitment, hiring, transfer, promotion, discipline, compensation, training, benefits and termination. The District prohibits unlawful discrimination based on any characteristic protected by law. Protected characteristics are race (including hair texture, protective hairstyles [including, but not limited to, such hairstyles as braids, locs, and twists], and other traits associated with race), color, religion and religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making, gender, gender identity (including transgender identity), gender expression (including transgender expression or because an individual has transitioned or is (or is perceived to be) transitioning to live as the gender with which they identify), sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (including a request for or approval of leave under applicable leave of absence laws), military or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the National Labor Relations Act or California Fair Pay Act, requesting a reasonable accommodation on a protected basis such as a disability or sincerely-held religious belief, practice, or observance, a person’s use of cannabis off the job and away from the workplace, subject to and in accordance with applicable laws, or any other characteristic protected by local, state, or federal laws (“Protected Characteristics”). The District also prohibits discrimination based on (a) any combination of those Protected Characteristics; (b) a perception that the person has any of those Protected Characteristics or any combination of those Protected Characteristics; and (c) a perception that the person is associated with a person who has, or is perceived to have, any of those Protected Characteristics or any combination of those Protected Characteristics.

### **1.2 POLICY AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION**

#### **1.2.1 Introduction**

The District is dedicated to taking all reasonable steps to prevent discrimination, harassment, and retaliation from occurring. Such actions violate this Policy and will not be tolerated.

This Policy applies to everyone involved in the operation of the District and sets a standard of expected behavior for all persons working in or with the District (including co-workers, supervisors, managers, contractors, volunteers and applications). This Policy applies all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation, and even when the conduct takes place away from the District’s premises (including virtual workspaces being used by remote workers, on a business trip, or business-related social functions).

Employees who violate this Policy may be subject to disciplinary action up to and including termination.

## **1.2.2 Definitions**

### **a. Discrimination**

As used in this Policy, “discrimination” means the unequal treatment of an employee or applicant in any aspect of employment and based solely or in part on any Protected Characteristic. Discrimination violates this policy regardless of whether the applicant or employee actually has the Protected Characteristic or is merely perceived to have it. Discrimination also violates this policy when it’s based on a combination of two or more Protected Characteristics or the Protected Characteristic(s) of someone with whom the applicant or employee is associated, such as a family member or friend.

Examples of discrimination include, but are not limited to:

- Allowing the applicant’s or employee’s Protected Characteristic to be a factor in hiring, promotion, compensation, or other employment related decisions (unless otherwise permitted by applicable law).
- Refusing to acknowledge an employee’s disability-related accommodation request.
- Withholding work-related assistance, cooperation, and/or information to applicants or employees because of their Protected Characteristic.

### **b. Harassment**

As used in this policy, “harassment” means disrespectful or unprofessional conduct that is not welcomed by the person being harassed and is based solely or in part on any Protected Characteristic. Harassment violates this policy regardless of whether the applicant or employee actually has the Protected Characteristic or is merely perceived to have it. Harassment also violates this policy when it’s based on a combination of two or more Protected Characteristics or the Protected Characteristic(s) of someone with whom the applicant or employee is associated, such as a family member or friend.

Harassment can include, but is not limited to:

- Verbal conduct (such as slurs, jokes, insults, epithets, gestures, or teasing).
- Visual conduct (such as posting or distributing offensive posters, symbols, cartoons, drawings, computer displays, or emails, staring, or leering).
- Physical conduct (such as physically threatening another person, blocking someone’s way, or making physical contact in an unwelcome manner).

### **c. Sexual Harassment**

As used in this policy, “sexual harassment” means harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, or sexual orientation. It includes all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited

sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexual harassment does not have to be of a sexual nature and sexual harassment does not need to be motivated by sexual desire. In addition, sexual harassment may include situations that began as a consensual dating or sexual relationship, but that later became a relationship that was not welcomed by one of the people involved. Sexual harassment is generally categorized into two types:

*i. Quid Pro Quo Sexual Harassment* (“this for that”) includes but is not limited to:

- Submitting to sexual harassment in order to keep one’s job, get a new job, or receive an employment benefit or opportunity
- Making decisions about an employee based on their acceptance or rejection of sexual harassment

***ii. Hostile Work Environment Sexual Harassment***

Unwelcome conduct on the basis of sex, gender, gender identity, gender expression, or sexual orientation by any person in the workplace that unreasonably interferes with an employee’s work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. When the conduct is not welcome, severe or pervasive, and based on sex, gender, gender identity, gender expression, or sexual orientation, examples of sexual harassment creating a hostile work environment include, but are not limited to:

- Sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts
- Comments, slurs, jokes, remarks, or epithets or Leering, obscene, or vulgar gestures
- Displaying or distributing sexually suggestive or derogatory objects, pictures, graphics, cartoons, videos, images, or posters
- Impeding or blocking movement, touching, or assaulting others or Reprisals or threats after a negative response to sexual advances
- Conduct or comments consistently targeted at one gender, even if the content is not sexual

**d. Retaliation**

As used in this policy, “retaliation” means any adverse employment action taken against an applicant or employee because that person participated in activity protected under this policy or reasonably thought to be protected under this policy. Examples of protected activities include, but are not limited to:

- Reporting or assisting someone in reporting suspected violations of this policy
- Cooperating in investigations or proceedings arising out of a violation of this policy
- Filing a complaint with the California Civil Rights Department, the United States Equal Employment Opportunity Commission, or a local agency that accepts employment discrimination complaints

“Adverse employment action” is conduct or an action that materially affects the terms and conditions of the applicant’s or employee’s employment status or is reasonably likely to discourage the person from engaging in a protected activity. Even actions that do not result in a direct loss of compensation or in termination may be regarded as an adverse employment action when considered in the totality of the circumstances.

When done because an applicant or employee reported a violation of this policy, filed a complaint, or otherwise participated in any activity protected (or reasonably thought to be protected) under this policy, examples of retaliation under this policy include, but are not limited to:

- Demotion, not promoting, or not considering for promotion
- Suspension, reduction in pay or hours, or changing work assignments
- Denial of a merit salary increase
- Failure to hire or consider for hire
- Harassment
- Denying employment opportunities or not talking to an employee when otherwise required by job duties
- Refusing to consider, or denying a disability- or religious practice-related accommodation request without individualized consideration

### **1.2.3 Prohibited Conduct**

No supervisor, manager, or employee of the District shall create a hostile or offensive work environment for any other person by engaging in any discriminatory harassment or by tolerating it on the part of any employee.

No supervisor, manager, or employee of the District shall assist any individual in doing any act which constitutes discriminatory harassment against any employee of the District.

No supervisor, manager, or other authority figure may condition any employment, employee benefit or continued employment in this District on an applicant’s or employee’s acquiescence to any of the behavior defined above.

No supervisor, manager, or other authority figure may retaliate against any applicant or employee, because that person has opposed a practice prohibited by this Policy or has filed a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.

No person shall destroy evidence relevant to an investigation of harassment or discrimination.

### **1.2.4 Complaint Procedure**

The District’s complaint procedure provides for an immediate, thorough and objective investigation of any harassment claim.

A covered individual who believes they have experienced any form of employment discrimination, harassment, or retaliation is strongly encouraged to report this experience immediately and should provide a written or verbal complaint to their own or any other supervisor, the General Manager, or their designee.

This includes conduct the individual personally experiences or directly observes, whether or not reported by the individual who is the object of the conduct. This shall also include conduct by non-employees.

#### **1.2.5 Obligations of Supervisors**

Supervisors and managers must immediately refer all harassment complaints to the General Manager. In the event the complaint is against the General Manager or a member of the Board of Directors, it shall be addressed to the Board President, except that if the complaint is against the Board President, it shall be addressed to any other Board Member.

Under no circumstances shall a supervisor, manager, or other authority figure retaliate in any way against an employee who has made a complaint or who has provided information as a witness to an incident of alleged discrimination or harassment.

All supervisors and managers are required to maintain confidentiality to the extent possible in communicating or investigating any claims of alleged discrimination or harassment.

#### **1.2.6 Investigative/Corrective Action**

All incidents of discrimination, harassment, or retaliation that are reported must be investigated. The General Manager or designee will promptly undertake an efficient, thorough and objective investigation of the allegations. The investigation will be completed and a determination regarding the harassment alleged will be made.

If the District determines that discrimination, harassment, or retaliation has occurred, the District will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of discrimination, harassment, or retaliation is substantiated, appropriate disciplinary action, up to and potentially including discharge, will be taken against the harassing individual(s).

#### **1.2.7 Protection Against Retaliation**

The District's policy and applicable law prohibits retaliation against any employee by another employee or by the District for using this complaint procedure or for filing, testifying, assisting or participating in any manner in any harassment investigation, proceeding or hearing.

Any report of retaliation by the one accused of harassment, or by coworkers, supervisors or managers, will also be promptly, effectively and thoroughly investigated in accordance with the District's investigation procedure outlined above. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

#### **1.2.8 Additional Enforcement Information**

In addition to the District's internal complaint procedure, employees should also be aware that the Federal Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) (formerly, the Department of Fair Employment & Housing (DFEH)) investigate and prosecute complaints of employment harassment. Both the EEOC and the CRD serve as neutral fact finders.

Contact the agencies directly to learn about their specific complaint processes and time limits.

U.S. Equal Employment Opportunity Commission (EEOC)

- Website: [www.eeoc.gov/employees](http://www.eeoc.gov/employees)
- General information: (800) 669-4000, (800) 669-6820 (TTY), or (844) 234-5122 (ASL Video Phone)
- Email: [info@eeoc.gov](mailto:info@eeoc.gov)

California Civil Rights Department (CRD)

- Website: [www.calcivilrights.ca.gov](http://www.calcivilrights.ca.gov)
- Complaint information: <https://calcivilrights.ca.gov/complaintprocess/>
- General information: (800) 884-1684 (voice), (800) 700-2320 (TTY), or California's Relay Service at 711

Email: [contact.center@calcivilrights.ca.gov](mailto:contact.center@calcivilrights.ca.gov)

### **1.3 NON-CONTRACT PROVISION**

These rules do not create any contract of employment, express or implied, or any rights in the nature of a contract.

### **1.4 AT-WILL EMPLOYMENT**

Pursuant to California Labor Code section 2922 unless otherwise expressly provided for in an applicable employment contract, District employees are employed on an at-will basis. Employment at-will may be terminated without cause and without notice at any time by the employee or the District.

No manager, supervisor, or employee of the District has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the District's Board of Directors has the authority to make any such agreement and only if it is in writing.

An employee's at-will employment relationship may not be modified by an oral agreement or an implied agreement (i.e., based on past workplace practices). Similarly, nothing contained in this handbook, or in any other documents or communications provided to employees or candidates for employment—aside from a special written agreement signed by the Board of Directors as stated above—is intended to be, nor should be, construed as a guarantee that employment (or any benefit) will be continued for a specific time period, or that a good reason or cause must exist before the District can terminate employment. For example, any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience. They are not intended to create an employment contract for a year or a specific period.

### **1.5 COVERAGE OF THE PERSONNEL RULES**

These rules establish the personnel system for the District. These rules shall apply to all employees of the District, except those employees or employee groups who are excluded or except where these rules specifically otherwise provide.

## **1.6 TIME OFF TO VOTE**

Pursuant to California Elections Code section 14000(a) and (b), if an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may take up to two (2) hours off without loss of pay at the beginning or end of the employee's regular work shift. Prior approval for this time off by the employee's supervisor is required. If, up to three days before the election day, the employee believes that time off will be necessary to be able to vote on election day, then the employee shall give the District at least two working days' notice that time off for voting is desired. (California Elections Code section 14000(c)).

## **1.7 JOB ABANDONMENT**

An employee is deemed to have resigned if the employee is absent for five (5) consecutive workdays without prior authorization and without notification during the period of absence. On the third working day of unauthorized absence, the supervisor shall send an overnight letter to the employee's last known address informing the employee that if the employee fails to report to work within two (2) workdays, or receive authorization for such absence, the employee will be deemed to have resigned. Employees separated from employment for job abandonment will be reinstated with such charge removed from the employee's record upon presentation of justification for the absence such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. Employees have no right to appeal if deemed to have resigned as a result of job abandonment.

## **1.8 PERSONNEL RECORDS**

### **1.8.1 General**

The District maintains a personnel file on each employee. An employee's personnel file shall contain only material that is necessary and relevant to the administration of the District's personnel program. Personnel files are the property of the District, and access to the information they contain is restricted.

### **1.8.2 Notifying District of Changes in Personal Information**

Each employee is responsible to promptly notify the District's Payroll Department of any changes in relevant personal information, including

- Mailing address
- Telephone number
- Persons to contact in emergency
- Number and names of dependents
- Marital Status

### **1.8.3 Location of Personnel Files**

The Payroll Department maintains all personnel records for employees of the District, including employment records and evaluations.

#### **1.8.4 Medical Information**

##### **a. Separate Confidential Files**

All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with the Americans with Disabilities Act (42 U.S.C. section 12112(d)(3)(b)) and the California Confidentiality of Medical Information Act (Cal. Civil Code section 56 et seq.).

##### **b. Information in Medical Files**

The District will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. . However, an employee may voluntarily authorize release of their medical information to the District at their own discretion.

##### **c. Access to Medical Information**

Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for District business reasons. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

The District will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION. The District will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the District will communicate those limitations to the person or entity to which it discloses the medical information. Disclosure of an employee's medical information may also be made to first responders in the event of a medical emergency involving the employee.

#### **1.8.5 References and Release of Information in Personnel Files**

##### **a. Public Information**

Upon request, the District will release to the public information about its employees as required by the Public Records Act. The District will not disclose personnel information that is specifically exempt from disclosure under the PRA or would otherwise constitute an unwarranted invasion of personal privacy.

##### **b. Reference Checks**

All requests from outside the District for reference checks or verification of employment concerning any current or former employee must be referred to the Payroll Department. Information will be released only if the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors should not provide information in response to requests for

reference checks or verification of employment, unless specifically approved by the Payroll Department on a case-by-case basis.

### **1.8.6 Employee Access to Personnel File**

#### **a. Inspection of File**

A current or former employee, or an authorized representative of the current or former employee, may inspect his or her own personnel file, to the extent defined in California Labor Code section 1198.5, at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Payroll Department to arrange an appointment. The review must be done in the presence of the Payroll Department or his/her designee.

#### **b. Copies**

On request, an employee is entitled to receive a copy of any personnel record relating to the employee's performance or to any grievance concerning the employee. An employee who wishes to receive such a copy should contact the Payroll Department

## **1.9 CONFLICTS OF INTEREST**

### **1.9.1 Policy**

Employees are expected to use good judgment, adhere to high ethical standards, and conduct themselves with integrity and honesty in the course of their employment. This requires that employees refrain from activities, relationships, or having any financial interests, that are inconsistent with satisfactorily executing (or giving attention to) the full-time performance of their job duties. In addition, employees must not engage in activity that creates the appearance that their ability to act in an impartial, ethical, and professional manner has been compromised. Moreover, employees are expected to avoid situations that create an actual or potential conflict between their personal financial interests—such as soliciting or accepting gifts, favors, or anything having a monetary value from an entity known to be a vendor, potential vendor, or in any way affiliated with the District—and the legitimate business interests of the District.

A conflict of interest exists when the employee's actions are divided between the District's best business interests and those of the employee or of another entity in direct or indirect competition with the District, such as a competitor, supplier, vendor, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, relationship, or action constitutes an apparent or actual conflict of interest should discuss it with their immediate supervisor or the General Manager for clarification. Any exceptions to this policy must be approved in writing by the General Manager.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common situations that employees should avoid include the following:

- Accepting personal gifts or entertainment from competitors, customers, vendors, potential vendors, suppliers, or potential suppliers;
- Working for a different company, business, or other person (e.g., a competitor, supplier, customer, etc.) while employed by the District where such other work compromises the

employee's fulfillment of the employee's job responsibilities to the District (including, but not limited to, its attendance requirements) or otherwise;

- Using District property or labor or otherwise exploiting one's position with the District for personal gain.

### **1.9.2 Disclosure**

Employees are expected to disclose actual or potential conflicts to the District as soon as possible. If an employee or someone with whom an employee has a close relationship (e.g., a family member or close companion) has a financial or employment relationship with a competitor, customer, vendor, potential vendor, supplier, or potential supplier, the employee must disclose this fact in writing to the General Manager.

### **1.9.3 Violations**

Failure to adhere to this policy, including failure promptly to disclose any conflicts or to seek an exception, may result in discipline, up to and including termination of employment.

## **1.10 EMPLOYEE DRESS CODE**

Employees of the District are required to dress appropriately for the jobs they are performing. Failure to follow the dress regulations contained in this section shall be grounds for discipline. The District adheres to the Fair Employment and Housing Act ("FEHA") with regards to dress and grooming standards related to, among other things, hair texture, protective hair styles and religious dress.

- All clothing must be neat, clean and in good repair.
- Prescribed uniforms and safety equipment must be worn where applicable. Maintenance workers receive an annual allowance of uniforms.
- Footwear must be appropriate for the work environment and functions being performed.
- Hair must be neat, clean and well groomed.
- Beards, mustaches and sideburns must be maintained in a neat and well-groomed fashion.
- Jewelry is acceptable except in areas where it constitutes a health or safety hazard.
- Good personal hygiene is required.
- Dress must be appropriate to the work setting, particularly if the employee deals with the public.

## **1.11 ELECTRONIC MAIL (E-MAIL) ADMINISTRATIVE POLICY**

### **1.11.1 Purpose**

To establish guidelines for the use of electronic mail throughout the District.

### **1.11.2 Policy**

The District email system is an official communication tool for District Business. All electronic mail (email) messages are official District records and are the property of the District. Employees should restrict their use of District owned hardware and software to District

business. The District reserves the right to monitor the system for any reason, including the right to review, audit and disclose all matters sent over and/or stored in the system to ensure that the email is being used in compliance with the law and this Policy. email transmissions are not confidential; therefore, employees can have no reasonable expectation of privacy in anything that is sent over the email network.

### **1.11.3 Provisions**

a. All messages transmitted over the E-mail system should be those which involve District business activities or contain information essential to its employees for the accomplishment of business-related tasks, any communication directly related to District business, administration or practices. Employees must send all District communications that are sent via email to and from their official District email address. Employees are prohibited from using their private email address when communicating District business via email.

b. Employees may use District internet access for incidental personal communications provided that the use: is kept to a minimum and limited to break times or non-working hours; does not interfere or conflict with District operations or the work performance of any District employees; is not abusive, illegal, inappropriate, or otherwise prohibited by this policy; and clearly indicates it is for personal use and does not indicate or imply City sponsorship or endorsement.

c. Users of email are responsible for the management of their mailbox and its associated folders. email documents will remain in a folder until deleted or trashed. Purging of emails and their associated contents will be conducted according to the District's document retention policy.

### **1.11.4 Etiquette**

The District's Anti-Harassment Policies also apply to electronic communications. Language that is insulting, offensive, disrespectful, demeaning, or sexually suggestive will not be tolerated. Harassment of any form or ethnic slurs, obscenities, or any representation of obscenities, will not be tolerated. Sending a carbon copy of these types of offensive email to a separate party will not be tolerated. Failure to comply will result in disciplinary action, up to and including termination.

## **1.12 USE OF DISTRICT PROPERTY**

All District equipment is property of the District and is to be used only for purposes related to conducting District business unless otherwise authorized. Equipment including but not limited to telephones, desks, computers, file cabinets, lockers, vehicles and other District property used by District employees in their work may be monitored and searched by District personnel at any time without notice. Employees are hereby notified that they do not have a reasonable expectation of privacy in their use of District property or equipment.

## **1.13 ALCOHOL AND DRUG ABUSE POLICY**

### **1.13.1 Purpose**

The District is committed to providing employees with a workplace which is safe, productive and conducive to the welfare of all persons. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Nothing in this policy is meant to interfere with the District's adherence to Government Code section 12954, prohibiting discrimination against an employee for their use of cannabis off the job and away from the workplace. However, the District is still entitled to maintain a drug- and alcohol- free workplace as specified in Section 11362.45 of the Health and Safety Code.

### **1.13.2 Policy**

**a.** Employees shall not be under the influence of, or in possession of, alcohol or unlawful drugs while at work locations, while on duty or subject to being called to duty. Furthermore, employees shall not sell, possess, use, or provide unlawful drugs or alcohol to any other employees or person while such employee is on duty or subject to being called to duty.

**b.** An employee reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work.

**c.** The District shall, upon showing of reasonable suspicion that an employee is intoxicated or under the influence of drugs and/or alcohol while on the job or subject to being called to duty, compel an employee to submit to a reasonable suspicion drug and/or alcohol test on District time and at the District's expense. Refusal to submit to the test may be deemed insubordination and may subject the employee to discipline, up to and including termination. Nothing contained herein shall limit the District's right to discipline or discharge any employee. Any manager or supervisor directing an employee to submit to a drug and/or alcohol test shall timely document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.

**d.** Any drug tests required by the District will comply with the requirements of Gov. Code section 12954. As such, no drug test will screen for non-psychoactive cannabis metabolites, such as those that test for tetrahydrocannabinol ("THC").

**e.** If a drug screen is positive, and the employee claims to have a prescription for the substance that led to a positive test, the employee must provide within 24 hours of request, bona fide verification of a valid current prescription for the drug declared by the employee before the drug test and identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action, up to and including termination.

**f.** If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts. The decision to discipline or terminate will be carried out following an evaluation of the circumstances. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination.

**g.** If the employee desires to appeal a positive test result, he or she may request a new testing of the remaining portion of the original sample. The test shall be conducted at the employee's expense and shall be conducted at a laboratory mutually approved by the District and the employee.

**h.** Laboratory reports and test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the District, pursuant with Policy 1.8.4 above. The reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the District and the employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

**i.** Managers and supervisors shall notify their department head or designee when they have reasonable suspicion to believe that an employee may have prohibited drugs in his or her work area. If the department head or designee concurs that there is reasonable suspicion evidence of prohibited drug possession, the department head shall notify the appropriate law enforcement agency. The District reserves the right to search, without employee consent, all areas and property in the District which the District maintains control or joint control with the employee in such a situation.

**j.** Employees must notify their supervisor before beginning work when taking medications or drugs which could foreseeably interfere with the safe and effective performance of their duties or operation of District equipment. Medical clearance by a qualified physician may be required by the District in the event that there is a question regarding an employee's ability to safely and effectively perform assigned duties.

**k.** An employee who is convicted of a criminal drug charge because of a drug violation he or she committed on District property or during working hours or while attending a conference, training, seminar, or other activity paid for by the District, is required to notify the District of the conviction.

**l.** The employee must notify the District within five (5) days of the time he or she is convicted. In addition to any sentence imposed by a court, the District may still impose discipline, up to and including termination of employment, on any employee so convicted and may also require the employee to participate in an alcohol/drug abuse rehabilitation program.

**m.** The District recommends a voluntary employee assistance program (EAP) to provide confidential and professional assistance to employees who think that they may have an alcohol or drug usage problem. Every effort will be made by the District to refer employees who have such problems to such a counseling service for assistance.

**n.** The District is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problems classify them as being disabled under federal and/or state law. Participation in a rehabilitation program does not limit or exclude the employee's obligation to comply with personnel rules and job performance standards.

### **1.13.3 Definition of Terms**

**a.** "Under the influence" means, with respect to drugs or alcohol, the appearance of any detectable amount of a drug, or its metabolites, or alcohol, and an appearance, behavior or speech which leads a supervisor to reasonably suspect that an

employee's ability to perform his or her job safely and effectively has been impaired by drugs or alcohol.

**b.** The term "drugs" means any and all controlled substances, such as, but not limited to, marijuana (except for non-psychoactive metabolites due to off-duty marijuana use), cocaine, hallucinogens, amphetamines, barbiturates, PCP, depressants, opiates, methadone, methaqualone, benzodiazepines, "designer" drugs and synthesized substances with similar effects. The term "drugs" also includes the misuse of legally obtained prescription and medications, over-the-counter medications and inhalants, or the unlawful use of another person's prescription medication which are being abused, as well as inhalants such as glue and nitrous oxide.

**c.** "Reasonable suspicion" is a belief based upon objective and articulable facts, gathered from the totality of the circumstances, that would cause a reasonable, prudent supervisor to suspect that an employee is under the influence of drugs and/or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

Any of the following, alone or in combination, may constitute reasonable suspicion, but they are neither all inclusive nor absolute signs of being under the influence of drugs and/or alcohol:

- i. Slurred speech
- ii. Odor of alcohol on breath
- iii. Inability to walk a straight line
- iv. An accident involving District property
- v. Physical altercation
- vi. Verbal altercation
- vii. Behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority
- viii. Possession of alcohol or drugs
- ix. Information obtained from a reliable person, with personal knowledge both articulated and documented, of an employee's substance abuse or use and/or possession of alcohol or drugs in the workplace
- x. Physical appearance such as sloppiness, disarray or red eyes
- xi. Difficulty responding to simple questions such as time of day, location, etc.
- xii. Difficulty performing simple tasks such as counting, touching nose, etc.

Reasonable suspicion is not to be based upon unconfirmed rumors, but shall be based upon the individual observations by supervisors. Thus, when possible, a supervisor's observations, leading to a determination of reasonable suspicion, should be corroborated by other supervisory personnel. The supervisor is required to take into account other possible explanations for the observed behavior, such as lack of sleep, fatigue, and reactions to noxious

fumes or smoke. The factors supporting the determination of reasonable suspicion shall be documented or recorded in a manner provided and approved by District management.

## **1.14 ANTI-FRATERNIZATION POLICY**

### **1.14.1 Purpose**

The purpose of this policy is to memorialize the established procedures regarding romantic and/or sexual relationships between employees and trainees, supervisors and subordinates and between co-workers. Public trust, safety and District morale require adherence to this policy.

### **1.14.2 Policy**

This policy will apply to all District employees and volunteers. The District recognizes the rights of its employees to become involved in personal, financial, or business relationships with other members of the District. However, it is the policy of the District to ensure that employees carry out their duties with impartiality and fairness so that public and organizational confidence in the actions of our employees is maintained.

#### **a. Supervisor/Subordinate Relationships**

Romantic and/or sexual relationships between a supervisor and a subordinate may lead to actual or potential problems of supervision, favoritism, morale, misunderstandings, safety, conflicts of interest or claims of discrimination, including sexual harassment. Hence, we strongly discourage any romantic and/or sexual relationship between supervisors and subordinates

#### **b. Co-worker Relationships**

Public trust, safety and District morale require that employees avoid relations, which may negatively impact the efficient operation of the District. In order to promote efficient operation of the District and to avoid claims of sexual harassment, gender based discrimination, and the blurring of professional and personal responsibilities and relationships in the workplace, all employees are encouraged to avoid conflict which may lead to the above conditions.

### **1.14.3 Supervisor/Subordinate Relationships**

**a.** Supervisors must immediately notify the General Manager of any attempt to establish a personal, romantic, or sexual relationship with any employee working under their direct or indirect supervision or management.

**b.** An employee shall not directly supervise, nor be directly supervised by another employee with whom they have a romantic and/or sexual relationship.

**c.** A supervisor shall not recommend advancement, contribute to a performance rating or take part in decisions regarding the assignment of another employee with whom they have a romantic and/or sexual relationship.

**d.** Employees who have a romantic and/or sexual relationship may not work on the same shift or within the same work group but may work overlapping shifts provided the above listed restrictions are not violated.

#### **1.14.4 Enforcement**

The District reserves the right to investigate situations in the workplace to determine whether a romantic and/or sexual relationship exists and therefore presents a possible violation of this Policy or otherwise disrupts District operations. If the District determines that a proscribed relationship (as defined by this Policy) exists, remedial and/or disciplinary measures, including but not limited to a transfer, reassignment, or dismissal, shall be utilized to mitigate issues that arise relevant to the enforcement of this Policy.

In determining rules and regulations governing the employment of District employees who become related, as defined herein, after commencement of District employ, the District is guided by the principles enunciated in the California Civil Rights Department (CRD), which prohibits discrimination on the grounds of marital status. However, CRD and its attendant regulations do authorize restrictions on married District employees/ in-laws. For business reasons of supervision, safety, security, morale, or potential conflicts of interest, the employer may refuse to place one relative under the direct supervision of another relative and/or refuse to place both relatives in the same department, division, or facility if the work involves hazards greater for married couples or other relatives than for other persons. (Government Code Section 12940(a)(3)).

Where the circumstances mandate that two spouses shall not work together, the District will attempt to transfer one spouse to a similar position, however the ability of the District to transfer employees is limited by its size and the limited number of positions available.

If continuing employment of two spouses cannot be accommodated consistent with the District's interest in promotion of safety, security, morale and efficiency, then the District retains sole discretion to separate one spouse from District employment. Absent resignation by one affected spouse, the less senior of the involved spouses will be subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal.

### **1.15 WORKPLACE VIOLENCE POLICY**

The District is committed to providing a safe and secure work environment that is free of violence and the threat of violence. To this end, violence or the threat of violence in the workplace will not be tolerated in any form. The workplace includes any location where District business is conducted, including vehicles and parking lots. Any violation of this policy may lead to criminal prosecution and/or disciplinary action, up to and including termination.

#### **1.15.1 Policy**

Employees are prohibited from participating in or promoting acts of intimidation, violence, threats, coercion, assault, and/or abusive behavior toward any person while in the course of District employment. The District has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

### **1.15.2 Definitions**

“Workplace violence” is defined as any conduct that causes an individual to reasonably fear for their personal safety or the safety of their family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:

- a. Striking, punching, slapping or assaulting another person;
- b. Fighting or challenging another person to fight;
- c. Grabbing, pinching or touching another person in an unwanted way whether sexually or otherwise;
- d. Engaging in dangerous, threatening or unwanted horseplay;
- e. Possession, use, or threat of use, of a gun, knife or other weapon (including firearms, chemical agents, clubs, batons, or any other device or tool that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm) of any kind on District property, including parking lots, other exterior premises, District vehicles, or while engaged in activities for the District in other locations, unless such possession or use is a requirement of the job;
- f. Threats or acts of physical harm directed toward an individual or their family, friends, associates, or property;
- g. Harassing or threatening phone calls;
- h. Surveillance;
- i. Stalking; and
- j. The destruction of, or threat of destruction of District property or another employee’s property.

### **1.15.3 Incident Reporting Procedures**

Any employee who is the victim of any violent, threatening or harassing conduct, any witness to such conduct, or anyone who witnessed or received a report of such conduct, whether the perpetrator is a District employee or a non-employee, shall immediately report the incident to their supervisor or other appropriate person. All reports or incidents of violence will be thoroughly and promptly investigated.

The supervisor or other appropriate person who receives the report of workplace violence will document the incident, including the employee’s name(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.

The District will take all appropriate steps to provide security, including but not limited to:

- a. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;
- b. Asking any threatening or potentially violent person to leave the site; or
- c. Immediately contacting an appropriate law enforcement agency

No one, acting in good faith, who initiates a complaint or reports an incident under this policy will be subject to retaliation or harassment.

## **2.0 SELECTION AND APPOINTMENT**

### **2.1 JOB ANNOUNCEMENTS**

Announcements of all open and promotional openings shall be posted on bulletin boards at the various District facilities for employees' review. The General Manager or designee may also undertake whatever other recruiting activities he or she feels are necessary or desirable to fill a particular position consistent with the District's goal of obtaining the most qualified employees.

The Announcement shall include:

- a. Title and pay for the position;
- b. The nature of the work to be performed;
- c. The minimum qualifications;
- d. The time and place of examination, if known;
- e. The method of applying;
- f. The closing date for the application, if one is established;
- g. Whether a medical and/or psychological examination, including a drug screen, will be required, post-offer of employment;
- h. Such other information as is desirable in the discretion of the General Manager or designee.

Job applicants shall apply for positions on forms provided by the General Manager. All applications must be completed in full and signed by the applicant. The District will not process any application which is not fully completed and signed.

### **2.2 APPLICATION PROCEDURE**

The General Manager or designee may reject an application, or may disqualify or remove the applicant's name from an eligible list, if the applicant:

- a. Has made false statements of any material fact, or practiced any deception or fraud on the application, declarations or in securing eligibility or appointment;
- b. Is found to lack any of the requirements, certifications, or qualifications for the position involved;
- c. Is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation;
- d. Is a current user of illegal drugs;

- e. Has been convicted of a crime, either a misdemeanor or felony, that, after an individualized assessment, causes the District to reject the applicant;
- f. Used or attempted to use political pressure or bribery to secure an advantage in an examination or in appointment;
- g. Directly or indirectly obtained specific information regarding an examination, such as interview or exercise questions;
- h. Refuses to execute the loyalty oath;
- i. Failed to submit the employment application within the prescribed time limits;
- j. Has had his or her privilege to operate a motor vehicle in the State of California suspended or revoked, if driving is an essential function of the applied for position.
- k. For any material cause which in the judgment of the General Manager or designee would render the applicant unsuitable for the position.

Defective applications may be returned to the applicant with notice to amend and refile, provided that the time limit for receiving applications has not expired.

## **2.3 SELECTION PROCESS**

The selection process involves testing fairly the qualifications of candidates. The determination of which selection procedures shall be used for any particular position is solely within the discretion of the General Manager or designee.

### **2.3.1 Evaluation Panel**

- a. In his/her sole discretion, the General Manager or designee may convene an Applicant Evaluation Panel for the purpose of evaluating applicants for positions within the District.
- b. The Applicant Evaluation Panel may question applicants about relevant, job-related matters to evaluate the applicant's fitness for the position.
- c. The Applicant Evaluation Panel shall rate each applicant on rating sheets provided by the District. Each rating sheet shall be submitted to the General Manager or designee who shall prepare the results of the panel evaluation.
- d. It shall be the sole responsibility of the General Manager or designee to monitor the activities of the Applicant Evaluation Panel and to investigate and make findings of any complaints concerning the Panel or its ratings.

## **2.4 APPOINTMENTS**

Employees are appointed by the General Manager or designee. Vacancies may be filled by re-employment, promotion, transfer, demotion, appointment of hourly employees, or from an

appropriate eligible list, if available. The General Manager or designee shall decide in what manner the vacancy is to be filled.

## **2.5 RE-EMPLOYMENT**

Re-employment of any person who has resigned in good standing from a position will be contingent upon, among other things, District need, the employee's prior work experience with the District, physical examination where such examinations are necessary and job related, and administrative evaluation.

## **2.6 ORIENTATION**

The District shall provide orientation to all employees. The orientation shall familiarize new employees with, among other things, the physical environment of the District, District policies, and their job descriptions.

## **3.0 EMPLOYMENT STATUS**

### **3.1 FULL-TIME AND PART-TIME EMPLOYMENT**

All employees of the District (except the General Manager) who successfully complete their probationary period and who work a minimum of 40 hours per week shall be considered full-time employees. All employees of the District who successfully complete their probationary period and who work less than 40 hours per week but more than 20 hours per week shall become part-time employees. Only employees who are hired into positions established in the District's job specifications manual may qualify as full-time employees.

### **3.2 PROBATIONARY PERIOD**

A probationary period is defined as a working test period during which an employee is required to demonstrate his/her fitness for the position to which he/she is appointed. Newly hired and promoted personnel will be subject to a probationary period of 6 months.

#### **3.2.1 Probationary Period For New Employees**

Newly hired probationary employees are evaluated during the probationary period. Prior to the conclusion of the probationary period, the General Manager or designee will determine whether the employee will be entitled to attain regular status. The probationary period may, at the General Manager's sole and exclusive discretion, be extended for an additional period of up to 6 months of actual and continuous service. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by that number of days the employee is on leave. If the General Manager, or his or her designee, determines that the probationary period should be extended, the probationary employee shall be given notice in writing prior to expiration of the original probationary period.

Employment may be terminated at any time for any reason during the probationary period, or during any extension thereof without cause and without right to appeal.

#### **3.2.2 Probationary Period For Promotional Employees**

Upon an internal promotion, the employee that is promoted shall be evaluated in the promotional position. If the promoted employee does not satisfactorily perform in the

promotional position within six (6) months of actual and continuous service in that position, the employee shall be entitled to return to the position held prior to promotion at the same salary range and within the same salary step the employee held prior to promotion if there is a vacancy in the prior position. Nothing in this section prevents the District from discharging a promoted employee pursuant to the District's at-will employment policy as set forth in Section 1.4, above.

#### **4.0 COMPENSATION/PAYROLL**

#### **4.1 SALARY PLAN ADMINISTRATION**

The salary plan for the District shall be administered in accordance with the following provisions:

##### **4.1.1 Salary Placement of New Employees**

New employees shall be appointed at the first step of the applicable salary range, except that the General Manager may authorize an appointment of a new employee to any higher step.

##### **4.1.2 Salary Reinstatement**

An employee who resigned in good standing may, within one year of such resignation be reinstated by the General Manager without examination in a vacant position in the class in which he/she previously had served. Upon such reinstatement, the anniversary date shall be based upon the date of reinstatement.

##### **4.1.3 Salary Step Movement**

Normally, and as a general rule, employees may be considered eligible for an increase in salary according to the following general plan:

- a. The letters A, B, C, D and E, respectively, denote the various steps in the pay range.
- b. Salary step "A" shall generally be paid upon initial employment.
- c. Salary step "B" will generally be paid upon completion of one year of employment in step "A" where the employee has demonstrated job progress and productivity and upon recommendation of the department head. This date will become the employee's salary anniversary date. Exemplary performance may result in Salary Step "B" being paid after six months.
- d. Salary steps "C", "D", and "E" will be paid upon completion of one year of employment in the prior step where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon recommendation of the department head.

##### **4.1.4 Salary on Promotion**

Any employee who is promoted to a position in a class with a higher salary range shall be placed at the step in the new range which provides the employee with a salary increase at least equal to an advancement of a full step in the former range. An employee thus promoted is

therefore assigned to a new salary anniversary date effective on the date of promotion. An employee who, on or within 30 days prior to the salary anniversary date, is promoted to a class with a higher salary range shall first receive any within range increase to which he/she is entitled, and then the higher step, as provided in this section. The District Manager may authorize an appointment to a higher step than provided herein.

#### **4.1.5 Salary on Demotion**

Any employee demoted to a position in a class with a lower salary range shall have his/her salary reduced to the same salary step in the range for the lower class as he/she was receiving in the former range. The new anniversary date shall be the date of the demotion.

#### **4.1.6 Salary on Transfer**

The salary of any employee who is (1) transferred from one position to another position in the same class or (2) transferred from one position to another position in a different class but having the same salary range, shall be the same step in the new salary range as he/she was receiving in the former range. The salary anniversary date shall not change.

#### **4.1.7 Salary on Reassignment of Class**

Whenever a class is reassigned to either a higher or lower salary range by the Board, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the same step in the new range as he/she was receiving in the former range. The same salary anniversary date shall not change. When a reassignment becomes effective on the same date as an employee's salary anniversary date, the employee shall first receive any step increase to which the employee is entitled in the former range and then receive the corresponding step adjustments.

#### **4.1.8 Salary on Reclassification of Position:**

If the position is reclassified to a class having the same salary range, the salary and the anniversary date of the incumbent shall not change. If the position is reclassified to a class which has a higher salary range, the employee shall be placed in the same step in the new range as he/she was receiving in the former range. The salary anniversary date of the incumbent shall not change. If the position is reclassified to a class with a lower salary range, the salary of the employee shall not change, unless such salary is greater than the maximum of the salary range for the new class, in which case the employee shall receive the maximum salary of the new range. The salary anniversary date shall not change.

#### **4.1.9 Salary for Airport Security Coordinator Certification:**

Employees who hold the Airport Security Coordinator Certificate and who are designated by the General Manager as performing Airport Security Coordinator duties shall receive a five percent (5%) salary increase over the employee's then current regular salary for the position he/she occupies.

## **4.2 LONGEVITY PAY PLAN**

Longevity pay will be granted to all eligible employees as follows:

- a. An employee with ten (10) years of continuous service to the District may receive a five percent (5%) longevity salary increase over the employee's then current regular salary for the position he/she occupies.
- b. An employee with twenty (20) years of continuous service to the District may receive an additional five percent (5%) longevity salary increase over the amount the employee received when he/she had ten (10) years of continuous service.
- c. The maximum cumulative longevity increase for any employee is ten percent (10%).

#### **4.3 PAYDAYS**

Employees of the District shall be paid every two weeks on every other Friday.

#### **4.4 AUTHORIZED DEDUCTIONS**

The District may make the following deductions from an employee's paycheck:

Deductions: Federal Income Tax (withholding)  
State Income Tax (withholding)  
Disability Insurance  
Medicare Tax (only if hired after 4/86)  
Authorized deductions under the District's 457 Plan  
Other deductions: Other deductions may be authorized by the employee for:  
    Additional money needed for medical plan  
    Dependent coverage or health plan  
    PERS retirement  
    Personal savings account  
    Deferred Compensation Plan  
    Flex Plan

#### **4.5 GARNISHMENTS**

An employee's wages can be garnished by a court order. Employees are encouraged to notify their supervisor when a wage attachment is expected. Affected employees will be promptly notified if the District receives a lawful garnishment order.

#### **4.6 WORKING HOURS**

An employee's regular workday and workweek shall be established by the General Manager. The General Manager, however, where public necessity or convenience requires may direct certain employees to work at hours different than the employee's regular workday.

#### **4.7 WORK SCHEDULE**

It is the duty of the General Manager to arrange the work of the District so that each regular employee therein shall work not more than the number of days the employee is regularly scheduled to work in each work period.

Maintenance personnel shall normally report for duty at 8:00 A.M. and end the workday at 4:30 P.M., unless otherwise assigned as hereinabove provided.

#### **4.8 OVERTIME**

The District tries to keep costs down by avoiding overtime work. However, non-exempt employees may be required to work overtime with advance approval. The District compensates for overtime in fifteen (15) minute increments.

Overtime work for non-exempt employees is defined as hours assigned to be worked and actually worked in excess of forty (40) hours in the designated seven (7) day workweek. Overtime may be compensated by the payment of one and one-half (1-1/2) times the regular rate of pay or by compensatory time off for the employee involved. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating FLSA overtime pay; paid leave will not be counted.

##### **4.8.1 Compensatory Time in Lieu of Cash**

In lieu of cash payment for overtime, an employee may elect to receive compensatory time off, credited at the rate of time and one-half for every overtime hour worked. The maximum accumulation of compensatory time off which may be credited is 240 hours (equivalent to 160 overtime hours worked). An employee who has requested to use accumulated compensatory time shall be permitted to use such time within a reasonable period of time after making the request unless, in the discretion of the department head or General Manager, the use of the compensatory time will unduly disrupt the operations of the District. An employee shall, upon termination, be paid for unused accumulated compensatory time at the higher of (1) the employee's final regular rate of pay or (2) the employee's average regular rate of pay during the last three years of his/her employment.

Hours worked by an employee on a specified District holiday shall be considered overtime work regardless of the number of hours the employee actually worked within the applicable work period.

#### **4.9 RETURN TO WORK PAY**

If the employee leaves the workplace following his or her regular workday but is requested to return to duty, the employee shall be entitled to be paid a minimum of two (2) hours at the employee's applicable overtime rate or receive compensatory time off. An employee who returns to work shall be paid time and one-half for all hours worked after the employee returns to work. Emergency service call back time between the hours of 12:01 a.m. and 4:59 a.m. will be a minimum of three hours paid at time and one-half comp time or cash at the employer's option. An employee will only qualify for the three-hour minimum of paid at time and one-half if the majority or entirety of the emergency call back is between 12:01 a.m. and 4:59 a.m.; if less than half of the time is between said hours, the employee will be eligible for the two-hour minimum paid at time and one-half.

#### **4.10 Standby (On-Call) Assignment and Standby Pay**

##### **a. Standby (On-Call) Assignment**

The District may require certain employees to be placed on standby (on-call) status outside of their regularly scheduled work hours in order to ensure the continuous and safe operation of airport facilities and services.

Standby assignments may be made by management and may be mandatory, rotational, scheduled, or assignment-based, depending on operational needs.

Employees may be permitted to trade or exchange standby assignments with management approval

### **b. Definition of Standby Status**

An employee on standby status is not required to remain at a specific location, but must:

- Be ready and take immediate steps to respond within a reasonable time to calls for their service (which would exclude anyone on an approved vacation and/or out sick);
- Be readily available and reachable by telephone or paging device;
- Remain within a 30-mile radius of the Airport;
- Must use a District-assigned vehicle exclusively for transportation to and from the district; and
- Refrain from activities that might impair their ability to perform their assigned duties.

Time spent on standby does not constitute hours worked unless the employee is actually required to perform work.

### **c. Standby (On-Call) Pay**

Employees assigned to standby (On Call) status shall receive a stipend as compensation for availability, separate from regular wages.

- The stipend shall be \$5 per each hour assigned to standby (On Call) status
- Stipends are paid regardless of whether the employee is called in, provided the employee complies with standby requirements.

Standby stipends are not considered hours worked for purposes of overtime calculation.

### **d. Call-Back and Compensation for Hours Worked**

If an employee on standby status is required to return to work:

- All time actually worked shall be compensated in accordance with:
  - Section 4.8 Overtime, and
  - Section 4.9 Return to Work Pay, as applicable.
- Standby pay is paid in addition to any wages, overtime, or compensatory time earned for hours worked.
- Travel time shall be compensated as hours worked.

**e. Failure to Respond**

Failure to respond to a standby call, without good cause, may result in:

- Loss of the applicable standby stipend; and/or
- Disciplinary action, consistent with District policies.

**f. Modification or Discontinuation**

Standby assignments and standby pay amounts may be modified, suspended, or discontinued by the District based on operational needs, budgetary considerations, or policy changes, subject to applicable law.

**4.11 VACATION**

All full-time employees will be granted annual vacation leave with pay according to the following schedule:

<u>Years of Service</u>	<u>Vacation Days</u>	<u>Credit Per Month</u>
1 to 3	10	6.67 hours per month
4	11	7.33 hours per month
5	12	8 hours per month
6	13	8.67 hours per month

7	14	9.33 hours per month
8	15	10 hours per month
9	16	10.67 hours per month
10	17	11.33 hours per month
11	18	12 hours per month
12	19	12.67 hours per month
13	20	13.33 hours per month

All eligible employees who have completed at least twelve (12) continuous months of service from the anniversary date of his/her employment by the District are eligible to use vacation benefits. All vacation days must be taken not later than the calendar year immediately following the year in which they accrue, unless the employee obtains the consent of the General Manager. Service shall be deemed to be continuous if employment by the District has not been interrupted for a period in excess of fifteen (15) consecutive working days. Vacation accruals may not exceed twice an employee's current annual entitlement without approval by the Board of Directors. When an employee reaches the maximum accrual he/she shall cease earning vacation. Vacation accruals will recommence after the employee has taken vacation and his or her accrued hours have dropped below the maximum.

Pay for vacation leave shall be at the employee's hourly rate of pay at the time his/her vacation is taken.

When an employee offers his/her notice of resignation from employment the employee will be granted leave for the duration of any accumulated earned vacation time.

In computing the amount of vacation time due an employee, holidays, vacation time, and sick leave shall be included as continuous service, and the period of time to be granted to an employee shall not include Saturdays, Sundays and holidays which fall within the employee's period of leave.

#### **4.12 SICK LEAVE**

All full-time employees will be granted sick leave under the following conditions:

##### **4.12.1 Definition**

Sick leave is paid leave from work that an employee may use for the following purposes:

- a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or any of the following family members of the employee: a child of any age or dependency status; a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling; or
- b. Diagnosis, care, or treatment of an existing health condition of, or preventative care for a "designated person" or
- c. For an employee who is a victim of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their

child; or (2) obtain medical attention or psychological counseling, or services from a shelter, program, or crisis center, or (3) participate in safety planning or other actions to increase safety.

#### **4.12.2 Notice and Use of Sick Leave**

An employee shall provide reasonable advance notification of the need to use accrued sick leave to the employee's supervisor if the need for sick leave use is foreseeable (ex: doctor's appointment scheduled in advance.) If the need for sick leave use is unforeseeable, an employee shall notify the appropriate immediate supervisor as soon as possible, but no later than one (1) hour after the time established as the beginning of the employee's work day, unless the District determines that the employee's duties require more restrictive reporting. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay.

If the employee is absent on sick leave for more than one (1) day, the employee shall keep his/her immediate supervisor informed as to the date the employee expects to return to work. Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.

Subject to applicable law, the District may require a physician's certification for any absence due to the sickness or injury of the employee or their immediate family member and the date of the employee's intended return to work. Employees returning to work after an illness or injury may be required to provide a doctor's certification that they are permitted to return to work.

Employees will not be permitted to use vacation in lieu of sick leave unless approved by the General Manager.

#### **4.12.3 Sick Leave Accrual**

- a. All employees shall accrue one (1) workday of sick leave, for each calendar month of service spent as a District employee. Such accrual shall take place on a monthly basis. No accrual shall take place for any month in which the employee has performed less than a full calendar month of service.
- b. Accrued sick leave carries over from year to year. Sick leave may be accrued to a maximum of one hundred twenty (120) days. An employee may elect a full payoff provision upon retirement or termination of employment with the District.
- c. Sick leave granted by the District and used by an employee shall be deducted from the employee's accrued sick leave balance.
- d. Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as provided herein.
- d. Sick leave shall not be accrued by an employee during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District.

#### **4.12.4 Abuse of Sick Leave**

An employee shall be subject to disciplinary action for abuse of sick leave where the employee claims entitlement to sick leave, but does not meet the requirements of sick leave as set forth herein.

#### **4.12.5 Evaluation of Sick Leave Usage**

Abuse of sick leave may be considered in establishing the employee's performance rating.

#### **4.13 DISABILITY INSURANCE**

The District maintains a long-term disability insurance policy. The District currently pays fifty percent (50%) of the premium. Those benefits are established exclusively under the terms of that insurance policy. In general terms, the policy provides for the following:

- a. The amount of monthly income for full-time employees shall be 66-2/3% of the first \$5,000 of the member's basic monthly earnings, reduced by any deductible benefit.
- b. Limitations and exclusions apply.
- c. Maximum benefit period: To age 65 or 12 months, whichever is longer.
- d. Elimination period: For full-time employees, the first 7 days of each period of total disability or the period during which the member chooses to receive sick leave benefits under the District's sick leave program, whichever is longer.

#### **4.14 EXCEPTIONAL CIRCUMSTANCES**

The Board of Directors recognizes that exceptional circumstances may, from time to time, exist whereby the application of the above vacation and sick leave provisions would be inequitable as to a particular employee and consequently not to the advantage of the District. For good cause shown to the Board, the Board may vary said provisions as to a particular employee relative only to the specific set of facts shown to the Board. It will be the policy of the Board to vary these regulations only in exceptional cases.

#### **4.15 HOLIDAYS**

The holidays of this District are as follows:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King's Birthday)
3. Third Monday in February (President's Day)
4. Last Monday in May (Memorial Day)
5. June 19 (Juneteenth Holiday)

6. July 4 (Independence Day)
7. First Monday in September (Labor Day)
8. Second Monday in October (Indigenous People Day)
9. November 11 (Veterans' Day)
10. Fourth Thursday in November (Thanksgiving Day)
11. Friday after Thanksgiving Day
12. December 24 (Christmas Eve)
13. December 25 (Christmas Day)
14. December 31 (New Years Eve)

When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. When a holiday falls on a Sunday, the following Monday shall be considered a holiday.

#### **4.16 ADDITIONAL EMPLOYEE BENEFITS**

The following is a brief description of additional employee benefits which are currently furnished through the District. The information set forth below does not establish the terms and conditions of the benefits, all of which are subject to and/or contained in the applicable insurance policies, retirement plan documents, and employee benefit plan documents. Further, except where a requirement to meet and confer with recognized bargaining units is established, the District reserves the right at any time to alter, change, eliminate, modify, or revise any benefit which it currently offers and to change the carrier or provider of any service.

##### **4.16.1 Medical Insurance**

The District requires that each full-time employee have medical coverage. Employees have the option of enrolling with the District's medical provider, Public Employees' Retirement System (PERS), and receive medical coverage. Retirees of the District are also eligible to participate in the benefit program.

The District will contribute for each eligible employee, annuitant and survivor, the amount necessary to pay the full cost of enrollment, up to an amount determined by PERS. The District will also pay an additional amount determined by the Board per month per eligible employee, excluding retirees and their survivors, which will be applied to the medical plan of choice. This is considered the "total" premium.

Should an employee elect to enroll in a PERS Health Benefits Program whose monthly premium is more than the agreed-upon "total", the employee shall be responsible for payment of the difference, which will automatically be deducted from the employee's paycheck. Should an employee enroll in a PERS Health Benefits Program whose monthly premium is less than the agreed total, the employee shall elect to apply the difference to one of the following options:

1. Employee dependent medical coverage. Any balance of the premium to be paid by employee.
2. District's contracted deferred compensation plan.
3. District's contracted accident or sickness disability plan.
4. Employee's paycheck (available only for employees hired before June 1, 2004).

**4.16.2 Dental Insurance**

Dental insurance is provided by Principal Financial. The employee's coverage is totally paid for by the District. Dependent coverage is the responsibility of the employee.

**4.16.3 Retirement Benefit Plan**

Public employees Retirement System (PERS) includes:

1. Treatment of employee's contribution as deferred income, i.e., income tax on contributions paid after retirement, when income would be less.
2. "Third Level of 59 Survivor's Benefits" – Upon death of employee before or after retirement, spouse and/or unmarried children under age 22 receive various monthly allowances listed in PERS booklet.

District's contribution:                      balance

3. 2% at 55
4. One-year final compensation – Upon retirement, the highest year's income is used for determination of benefits.

**4.16.4 Deferred Compensation Plan**

District employees may participate in a Deferred Compensation Plan maintained by the District which has the following features:

1. The plan is 100% contributory.
2. The annual maximum contribution by any employee is determined by federal law and plan documents.
3. The plan provides for various elections on the part of contributors regarding withdrawal, frequency of contributions and investment fund selection.

**4.16.5 Life Insurance**

The District currently provides life insurance for each employee at District expense. The amount of insurance varies based on the employee's salary. The benefits are established exclusively under the terms of that insurance policy.

#### **4.16.6 Section 125, Internal Revenue Code, Flex Plan**

District employees may participate in a Flex Plan maintained by the District which has the following features:

1. The plan is 100% contributory by employee.
2. The plan allows a qualified employee to use pre-tax monies for premium conversion, medical reimbursement, dependent care reimbursement or additional health policies.

The Payroll Department can answer any question regarding the Employee Benefits.

### **5.0 JOB ACTIONS**

#### **5.1 PROMOTIONS AND TRANSFERS**

The District has the philosophy of promoting from within whenever possible. Application may be made with the General Manager for any vacant position that occurs. Promotion is based on qualifications.

An employee may initiate a request to transfer to another position for which the employee is qualified. Written request for transfer to another department must be submitted to the employee's immediate supervisor. Notice of vacancies will be posted on the bulletin board at the District offices. Employees with less than one year of service, less than an overall performance evaluation grade of satisfactory on the employee's most recent evaluation, or a disciplinary suspension, reduction in pay or equivalent disciplinary action within the last year are not eligible for a voluntary transfer.

#### **5.2 RESIGNATION**

A resignation becomes final when accepted by the General Manager. Once a resignation has been accepted by the General Manager, it cannot be withdrawn.

The District requests that employees give at least two weeks' written notice before the effective date of resignation. Unless requested sooner, final checks will be ready on the next regular payday after the day of termination (to include all accrued benefits payable by the District). It is requested that management and administrative personnel give at least one month written notice before the effective date of resignation.

#### **5.3 LAYOFFS**

##### **5.3.1 Statement of Intent:**

Whenever, in the judgment of the Board of Directors, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal.

### **5.3.2 Notification:**

Employees to be laid off shall be given, whenever possible, at least fourteen (14) calendar days prior notice.

### **5.3.3 Order of Layoff:**

The order of layoff among positions in the same class within a department shall be: seasonal and/or temporary workers first; then employees serving a probationary period; then all other employees.

In deciding which persons shall be laid off, job-related factors such as an employee's job knowledge, skill and ability to do the required work; previous work experience, including ability to perform other jobs which the employee may be called upon to perform as a result of the reduction in force; attendance, safety and disciplinary records; work performance with the District; and efficiency of operations will be considered. When two employees are equally qualified under these factors, the employee with the most seniority from the employee's hire date shall be retained.

## **6.0 DISCIPLINARY ACTIONS**

### **6.1 ATTENDANCE**

Absence from work means more work for fellow employees. In case of illness or emergency, the employee's immediate supervisor or the General Manager's designee must be notified.

Excessive absence, abuse of leave or tardiness may be cause for disciplinary action, up to and including discharge from employment. Any unauthorized absence may be cause for disciplinary action up to and including discharge. Unauthorized absences are absences from work without notice or permission.

### **6.2 DISCIPLINARY ACTIONS**

Disciplinary action may be taken against any District employee. The extent of the disciplinary action taken shall be commensurate with the offense and the prior employment history of the employee.

### **6.3 GROUNDS FOR DISCIPLINARY ACTION**

Each of the following constitutes cause for disciplinary action by the District. The following list is not meant to be exclusive, and disciplinary action may be based on grounds other than those enumerated, provided that the acts, errors or omissions of the employee are related to the employee's job or to the welfare or efficiency of the District.

- a. Falsification, misstatement, or concealment of facts in connection with employment, promotion, any record, investigation, or other proper proceeding.
- b. Incompetency, i.e. inability to comply with the minimum standard of an employee's position.

- c. Inefficiency or failure to fulfill work standards or requirements.
- d. Neglect of duty.
- e. Willful disobedience and insubordination.
- f. Dishonesty.
- g. Being on duty or subject to being called to duty while under the influence of alcohol, or illegal drugs or narcotics in violation of District's Alcohol and Drug Abuse Policy.
- h. Inexcusable absence without leave.
- i. Conviction of a felony or conviction of a misdemeanor. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- j. Discourteous, disrespectful, or undignified treatment of the public or other employees.
- k. Improper or unauthorized use of District property or supplies.
- l. Breach of any of the provisions of any rule, regulations or policies which may be prescribed by the District.
- m. Causing damage to property or waste of public supplies.
- n. Willful or chronic violation of any District rule, procedure or policy affecting the safety of persons or property.
- o. Using official position or office for personal gain or advantage.
- p. Unauthorized disclosure of confidential information.
- q. Failure to maintain a necessary job requirement, such as a license.
- r. Violation of the District's harassment or nondiscrimination policy.
- s. Any willful act or conduct taken in bad faith either during or outside of duty hours, which is of such a nature that it causes discredit or harm to the, efficiency or welfare of the District or the employees' department or division.
- t. Excessive absenteeism.
- u. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave.
- v. Refusal to subscribe to any oath or affirmation which is required by law in connection with agency employment.

- w. Violation of the rules and regulations published in any department.
- x. Outside employment not specifically authorized by the appointing authority.
- y. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
- z. Working overtime without authorization.
- aa. Possession of weapons on District property.
- bb. Making false or malicious statements concerning any employee, the District or the District's policies or practices.

#### **6.4 TYPES OF DISCIPLINARY ACTION**

The following are illustrations of types of disciplinary action which the District may, in its discretion, impose. The District's imposition of discipline need not follow any particular progression or order. Nor are the illustrations of disciplinary actions which may be imposed, as set forth below, intended to require that the District impose the least serious form of discipline initially. Rather, the District may impose such discipline as it, within its sole and exclusive discretion, deems appropriate under the circumstances.

##### **6.4.1 Counseling**

Any informal discussion with an employee designed to assist the employee to fully develop their skills and abilities. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, seek information or solve problems.

##### **6.4.2 Verbal Reprimand**

A verbal notification that the employee's performance or behavior must improve. The employee should be told of the consequences if no significant improvement results from this discussion.

A written memo will be made of this discussion briefly indicating the matter discussed, the employee's response, and the result of the discussion. It will be dated, signed by both parties and kept by the supervisor giving the oral warning. Included in the note will be any comment made to the employee that failure to improve job performance may result in the use of future disciplinary action. In the discretion of the supervisor, the memo may, after notice to the employee, be placed in the employee's personnel file.

##### **6.4.3 Written Reprimand**

A formal notice to an employee that further disciplinary action will be taken unless his/her behavior or performance improves.

Written reprimands will be in the form of a "Warning Notice", with a copy for the supervisor, General Manager and employee. The form must be signed by the employee, noting

his/her receipt of the disciplinary action. The Warning Notice shall also contain a statement to the effect that either failure to improve job performance or a repeat of this violation may mean the use of more serious disciplinary actions. Copies of the written reprimand are filed in the employee's personnel file.

#### **6.4.4 Suspension**

Except as noted, suspended employees are temporarily suspended from District service without pay. Suspension is to be used where an employee's conduct so warrants such an action. A flagrant violation, repeated violation, or continued lack of improvement in job performance are examples of reasons for using this type of disciplinary action. Exempt employees shall not be subject to unpaid disciplinary suspension, except in cases of major safety violations or in one work week increments.

#### **6.4.5 Reduction In Pay**

Reduction in pay shall be a decrease in salary paid to an employee for a fixed period of time for disciplinary purposes. FLSA-exempt employees are not subject to a reduction in pay.

#### **6.4.6 Demotion**

The involuntary placement of the employee in a lower paying classification or pay step.

#### **6.4.7 Discharge**

The disciplinary action of discharge is reserved for either serious offenses or the final step after seeking improvement in an employee's conduct or job performance.

### **6.5 PROCEDURES**

Disciplinary action of the level of suspension or greater shall be taken in compliance with the following procedures. This Section shall not apply to any employee who has not yet successfully completed his/her probationary period.

#### **6.5.1 Notice of Intent**

Suspension of an employee for 1 – 3 days may be imposed without issuing the employee a Notice of Intent. Whenever the appropriate authority intends to suspend an employee for more than three (3) days, demote the employee, reduce the employee in pay or dismiss the employee, the appropriate authority shall give the employee a written notice of intent to discipline which sets forth the following:

- a. The disciplinary action intended;
- b. The specific charges upon which the action is based;
- c. A summary of the facts upon which the charges are based;
- d. A copy of all written materials, reports, or documents upon which the discipline is based;

- e. Notice of the employee's right to respond to the charges either orally or in writing to the appropriate authority;
- f. The date, time and person before whom the employee may respond in no less than five (5) working days;
- g. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

### **6.5.2 Response by Employee**

The employee shall have the right to respond to the appropriate authority orally or in writing within five (5) working days after the employee receives a copy of the notice of intent to discipline. The employee shall have a right to be represented at any meeting set by the District to hear the employee's response. In cases of suspensions greater than three days, demotions, reductions in pay or dismissal, the employee's response will be considered before final action is taken.

### **6.5.3 Final Notice**

After the consideration of the employee's response or the expiration of the employee's time to respond to the notice of intent, the appropriate authority shall: (1) dismiss the notice of intent and take no disciplinary action against the employee; (2) modify the intended disciplinary action; or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

- a. The disciplinary action taken;
- b. The effective date of the disciplinary action taken
- c. Specific charges upon which the action is based;
- d. A summary of the facts upon which the charges are based;
- e. The written materials, reports and documents upon which the disciplinary action is based
- f. An explanation of appeal procedures.

## **6.6 APPEALS HEARING PROCEDURE**

This appeal procedure applies only to cases of disciplinary suspensions, reductions in pay, demotions and dismissals affecting regular employees. This Section shall only apply to employees who have successfully completed her/her probationary period.

### **6.6.1 Request for Hearing**

Within seven (7) working days after final notice of suspension, reduction in pay, demotion or dismissal, the employee or the employee's representative may file an appeal in writing to the General Manager. If, within the seven (7) working day appeal period, the employee does not file said appeal, unless good cause for the failure is shown, the disciplinary action shall be considered final. The appeal shall include the following:

- a. An admission or denial of each charge with an explanation why the charge is admitted or denied.
- b. A statement of any affirmative defenses.
- c. A statement that the employee disagrees with the penalty with an explanation of why the employee disagrees.
- d. The employee's current address.
- e. A request for a hearing.

Failure to provide this information may result in the appeal not being processed.

#### **6.6.2 Scheduling of Hearing**

Upon receipt of the request for an appeal, the District shall schedule a hearing before the General Manager or his/her designee. All interested parties shall be notified in writing of the day, time, and place of the hearing at least ten (10) working days prior to the hearing.

#### **6.6.3 Closed Hearing**

All hearings shall be private; provided, however, that the employee may request a hearing open to the public. Any request for an open hearing must be submitted five (5) working days prior to the hearing date or the hearing will be closed.

#### **6.6.4 General Manager As Hearing Officer**

The General Manager, or his/her designee, will serve as the Hearing Officer to preside over any disciplinary appeal hearing.

#### **6.6.5 Subpoenas**

The General Manager, or his/her designee, is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued only at the discretion of the General Manager, or his/her designee, upon a showing of good cause.

#### **6.6.6 Conduct at Hearing**

The hearing need not be conducted in accordance with the technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objections in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence may be excluded.

Decisions made by the General Manager, or his/her designee, shall not be invalidated by any informality in the proceeding.

The General Manager, or his/her designee, shall rule on the admission or exclusion of evidence.

#### **6.6.7 Right to Representation**

Each party shall have these rights: to be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined under cross-examination.

#### **6.6.8 Administration of Oath**

Oral evidence shall be taken only on oath or affirmation.

#### **6.6.9 Order of Proceeding**

The hearing shall proceed in the following order unless the Hearing Officer otherwise directs:

- a. The party imposing discipline shall be permitted to make an opening statement.
- b. The appealing party shall be permitted to make an opening statement or reserve an opening statement until presentation of their case.
- c. The party imposing disciplinary action shall produce the evidence on his/her part.
- d. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof.
- e. The parties may then, in order, respectively offer rebutting evidence only, unless the General Manager, or his/her designee, for good reason, permits them to offer evidence upon their original case.
- f. Closing arguments shall be permitted in the discretion of the General Manager, or his/her designee,. The General Manager, or his/her designee, may request or allow the submission of written briefs.
- g. In a disciplinary appeal, the District has the burden of proof by preponderance of the evidence.

#### **6.6.10 Preponderance of Evidence**

The General Manager, or his/her designee, shall determine relevancy, weight, and credibility of testimony and evidence, and shall base his/her findings on the preponderance of evidence.

#### **6.6.11 Exclusion of Witnesses**

During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

#### **6.6.12 Exclusion of Visual Recordings**

No still photographs, moving pictures, video, digital, television or other pictures shall be taken in the hearing chamber during a hearing without the consent of all parties and the General Manager, or his/her designee. Any person may record the audio portion of the hearing.

#### **6.6.13 Continuances**

The General Manager, or his/her designee, prior to or during a hearing, may grant a continuance for good cause.

#### **6.6.14 General Manager's Decision**

The General Manager, or his/her designee's, decision shall be final and binding upon the parties.

The General Manager, or his/her designee's decision shall be made in writing as soon after conclusion of the hearing as reasonably possible, not to exceed thirty (30) calendar days, unless otherwise stipulated by the parties.

#### **6.6.15 Judicial Review**

Judicial review of any decision of the General Manager may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the time limits specified in this section.

Pursuant to Code of Civil Procedure 1094.6 any such petition shall be filed not later than the ninetieth (90<sup>th</sup>) day following the date on which the General Manager gives written notice to the employee appealing disciplinary action of the final decision.

### **7.0 PERFORMANCE EVALUATIONS**

#### **7.1 EVALUATIONS**

##### **7.1.1 Performance Evaluation**

The General Manager or designee shall provide a method of reporting of individual employee performance which relates to quantity and quality of work, ability, reliability, attendance, and other factors. The General Manager or designee shall prescribe forms for such performance evaluations and shall be responsible for assuring that such evaluations are adequate to provide information to both the employee and the District for the purposes set forth in this section. An employee must have an overall evaluation grade of satisfactory in order to be eligible for a merit salary increase or promotion. Deficiencies in performance by an employee may result in a decrease in salary, suspension, demotion, or dismissal.

### **7.1.2 Performance Reports**

Department heads shall periodically rate the performance of each employee; provided, however, that the department heads may delegate the responsibility for rating the performance of specified employees in their departments to that employee's supervisor. Interim reports may be completed as necessary. Each employee shall be informed in such reports of his or her strengths and weaknesses. Each performance report shall be discussed with the employee. The employee shall sign the report to acknowledge its contents. Such signature shall not necessarily mean he or she fully endorses the contents of said report. The performance reports shall not be subject to any grievance procedure.

District employees are evaluated on at least an annual basis by their immediate supervisor. These evaluations become a permanent part of the employee's personnel file and are used as a factor in judging qualifications for promotions, demotions, wage and merit increases.

## **8.0 LEAVES OF ABSENCE**

### **8.1 UNPAID LEAVE OF ABSENCE**

All full-time employees who have been employed over 180 days may, at the discretion of District management, be granted an unpaid leave of absence, provided there are good and sufficient reasons. A request for a leave of absence may not exceed 30 days in any one (1) year period of time. Authorization is necessary to cover absence for any reason (other than paid vacation) in excess of five (5) working days. This is not to be construed as relieving the employee of reporting his/her absence immediately.

The District does not pay an employee's group health premiums during a leave of absence. Employees wishing to maintain their insurance coverage during a leave of absence must prepay health insurance premiums on a monthly basis, if they elect to continue insurance coverage under the Medical Continuation and Conversion Rights of the District's health benefit plan.

Benefit credit will not be accrued toward vacation and sick leave for the duration of the leave. An employee returning from a leave of absence during the course of a calendar year will receive only a prorated portion of sick leave and vacation benefits for the duration of that year.

Employees returning from leave will be reinstated to the same or comparable position, unless irrespective of their leave, the employee's employment would have ceased, or their hours would have been reduced.

Any employee who fails to report for work at the end of an approved leave shall be deemed to have voluntarily resigned. Any employee who does not return to his/her job is ineligible for continued insurance coverage under the District's health benefit plan.

### **8.2 MILITARY LEAVE OF ABSENCE**

Military leave shall be granted in accordance with the provisions of state and federal law. An employee requesting leave for this purpose shall provide the District, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or

mission. Within the limits of such orders, the District may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

### **8.3 PERSONAL LEAVE**

All employees are allowed one three-hour personal leave period each year. All leave and vacation requests are subject to the approval of District's General Manager.

### **8.4 BEREAVEMENT LEAVE**

Employees will be granted up to five (5) days per year for "bereavement leave" in addition to sick leave. Bereavement leave is to be granted for death in the immediate family only as follows: spouse, domestic partner, children, parents, siblings, grandparents, grandchildren, and parent-in-laws. Employees taking bereavement leave under this Policy shall be paid at the employee's regular rate of pay. Employees may be required to provide documentation of the death of a family member within 30 days of the first day of the leave. Bereavement leave must be completed within 3 months of the date of death, however, the leave need not be taken consecutively.

### **8.5 PREGNANCY DISABILITY LEAVE**

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to a leave of absence without pay for up to the number of hours she would normally work within four (4) months (i.e., 17.33 weeks). During said leave of absence without pay, the employee has the option of using accumulated sick leave, compensatory time and/or vacation credits. Such leave is in addition to any family care or medical leave to which the employee may be entitled under the California FEHA (as described below in this handbook). Pregnancy disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically advisable.

#### **8.5.1 Notice & Certification Requirements**

Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specified date of return, and be submitted to the General Manager.

The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: (1) the employee is disabled from working by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and (3) the estimated duration or end date of the leave

#### **8.5.2 Benefits While on Leave**

a. Group Health Insurance. An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. The District may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the

failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the FMLA.

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

### **8.5.3 Reinstatement**

Upon expiration of the approved leave, the employee shall be reinstated to her former position or to a comparable one if the former position is abolished during the period of leave and the employee would otherwise not have been laid off. The comparable position is one having similar terms of pay, location, job content and promotional opportunities

Prior to the employee being reinstated, the District may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies.

Failure to return to work after the authorized four month leave period causes the employee to have no reinstatement rights. An employee who plans to take such a leave should give reasonable notice of the date the leave shall commence and the estimated duration of the leave.

Female employees shall be reasonably accommodated for conditions related to pregnancy, childbirth, or related medical conditions if the employee requests an accommodation with the advice of her healthcare provider.

## **8.6 ADMINISTRATIVE LEAVE**

The District shall have the right to place an employee on leave at any time with full pay for non-disciplinary reasons at any time when the General Manager has determined that the employee's and/or District's best interests warrant the leave. The employee does not have a right to appeal the decision to be placed on administrative leave with pay.

## **8.7 REPRODUCTIVE LOSS LEAVE**

The District provides eligible employees who have been employed at least thirty (30) calendar days with Reproductive Loss Leave, as set forth in this Policy.

Reproductive Loss Leave is available for a "Reproductive Loss Event", which means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

The following definitions apply regarding a Reproductive Loss Event:

- "Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.

- “Failed surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
- “Miscarriage” means a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- “Stillbirth” means a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- “Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

Leave may be taken for up to five (5) days per Reproductive Loss Event.

The leave is not required to be taken consecutively, but must be completed within three (3) months of the Reproductive Loss Event, with the exception that if an employee is on California Family Rights Act leave, Pregnancy Disability Leave, or another leave protected by state and/or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use their Reproductive Loss Leave within three (3) months of the end date of the other protected leave.

If an employee experiences more than one (1) Reproductive Loss Event within a 12-month period, the District will provide up to twenty (20) days within a 12-month period.

Reproductive Loss Leave is unpaid, but employees may elect to use accrued paid leaves, such as sick leave, personal leave, or vacation, as applicable.

The District will maintain confidentiality of any employee requesting Reproductive Loss Leave and the District will not disclose such information other than to internal personnel on a need to know basis, or as required by law.

## **8.8 JURY DUTY / COURT-ORDERED LEAVE**

Any employee, including a temporary, seasonal, or part-time employee, who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify their supervisor as soon as possible. Employees who require leave to serve on a jury will be provided their full pay for their absence. Leave for all other reasons under this provision will be unpaid. Any employee who is released from jury service prior to the end of their scheduled work hours must report to work unless otherwise authorized by their supervisor.

## **8.9 FAMILY CARE, MEDICAL, AND MILITARY EXIGENCY LEAVE**

The District provides eligible employees with family care, medical, and military exigency leave in accordance with the California Family Rights Act (“CFRA”). Employees should direct any questions to the General Manager.

### **8.9.1 Eligibility**

To be eligible for family care, medical, and military exigency leave, an employee must (1) have worked for the District for at least 12 months before the date on which the leave is to commence, and (2) have worked at least 1,250 hours in the 12-month period leading up to the date on which the leave commences.

### **8.9.2 Qualifying Reasons for CFRA Leave**

Leave under CFRA may be requested for up to a total of 12 workweeks in a 12-month period for the following purposes:

- a. “Family care and medical leave”—
  - for the birth or adoption of an employee’s child or the child of the employee’s domestic partner, or the placement of a foster child with the employee or the employee’s domestic partner;
  - for the employee’s own serious health condition;
  - to care for a family member with a serious health condition who is the employee’s child (of any age), parent, grandparent, grandchild, sibling, spouse, or domestic partner, parent, parent-in-law (parent of spouse or domestic partner), or who is the child of the employee’s [registered] domestic partner (“covered family member”); or
  - to care for an employee’s designated person, meaning an individual related by blood or whose association is the equivalent of a family member; or
- b. “Military exigency leave”—
  - because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent in the U.S. Armed Forces.

Medical leave for an employee’s own serious health condition means that the employee is unable to work at all or is unable to perform any one or more of the essential functions of the position of that employee, but excludes leave taken due to the employee’s pregnancy—related disabilities covered under the FEHA (see Pregnancy Disability Leave policy in Section 8.5 above)

### **8.9.3 Leave’s Effect on Pay**

Except to the extent that other paid time off/paid leave is substituted during a CFRA leave, such leave is unpaid. Employees may utilize accrued paid time off during any unpaid period of such leave.

An employee who is otherwise entitled to short-term or long-term disability leave benefits under the District’s plan may use such benefits for the period of unpaid CFRA leave taken for the employee’s own serious health condition, subject to and as determined by the terms and conditions of such plan and employee’s compliance with this leave policy. Use of such paid disability benefits runs concurrently with the CFRA leave.

Employees may be eligible for insurance benefit payments under the California State Disability Insurance (“SDI”) program, administered by an agency called the Employment Development Department (“EDD”). These wage replacement payments are funded by

mandatory “SDI” taxes deducted from each employee’s pay, and transmitted by the District to the EDD, which deposits them into a state fund in each employee’s name. See <https://edd.ca.gov/Disability/> for more information.

***Importantly, state benefit payments under the SDI system do not entitle employees to a leave of absence or to job security. They are monetary payments. Employees separately must be entitled to a leave of absence from work.***

#### **8.9.4 Leave’s Effect on Benefits**

During CFRA Leaves, the District will continue to pay for employees’ participation (if applicable) in the District’s group health plan for the duration of the leave but not to exceed 12 weeks over the course of a 12-month period, commencing on the date that the leave began, at the level and under the conditions that would have been applicable if the employee had not taken CFRA leave. Thus, the employee must continue to pay the employee’s share of any group health plan premiums during the leave. If paid leave is substituted for the unpaid leave, such payments will be deducted from the employee’s pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District to ensure payment of such premiums.

If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, the employee also will be required to pay the regular contributions for those benefits while on leave.

#### **8.9.5 Procedure**

Employees who would like to request leave under CFRA must (1) notify the District of their request for such leave, and (2) provide a sufficient, complete health care certification form on a timely basis if the leave is for either an employee’s own serious health condition, or the serious health condition of a covered family member or designated person. Please see the General Manager for more information about the request process.

Once the District has sufficient information from the employee to determine if the leave qualifies under CFRA, and on the basis of such information, the District will (1) designate the requested leave of absence as CFRA-qualifying, or not CFRA-qualifying, and (2) notify the employee of such designation, including the extent of CFRA leave (in weeks/days) is available to the employee. In the event CFRA leave is granted, employees should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law. (The District will remind employees of this reinstatement guarantee when CFRA leave is granted.)

If an employee takes leave because of the employee’s own serious health condition or to care for a family member or designated person, the employee must keep the District periodically informed of the status of the leave and employee’s intention to return to work. In addition, employees must give notice as soon as practicable (within two business days if feasible) if the leave start and end dates change or are extended, or if they initially were not known but then became clear.

Eligible employees who take CFRA leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

## **8.10 TEMPORARY DISABILITY LEAVE**

In addition to any legally-mandated leave to which an employee may be entitled, the District will make every effort to reasonably accommodate your need for an unpaid leave of absence in the event of a disability, as long as it will not pose an undue hardship for the District. Employees that require a disability leave, shall make a written request to the General Manager.

Employees must notify the General Manager of their intent to resume work at least one week prior to their expected return date. Before returning to work after a disability leave of absence, the employee must provide the District with a written statement from their healthcare provider, stating their ability to return to their regular duties and any restrictions they may have.

Although the District cannot guarantee that their job will be held open until an employee returns from a disability leave, it will make every effort to return employees to the same or a similar job position. If no job opening exists for which the employee is qualified, the employee will be separated from employment.

While on a disability leave, employees may not accept other employment involving the same duties or activities as their position with District. If they do so, or if the employee fails to return to work at the end of their disability leave, the District will assume they have voluntarily resigned your position with the District.

## **9. GRIEVANCES**

### **9.1 GRIEVANCE PROCEDURE**

#### **9.1.1 Definition**

“Grievance” shall be defined as a written allegation by an employee submitted as herein specified claiming violation(s) of the specific express terms of the Personnel Manual, or Departmental Rules and Regulations for which there is no specific method of review, provided by District law.

A grievant is an employee or group of employees adversely affected by an act or omission of the employer.

#### **9.1.2 Exclusions**

- a. The procedure is not to be used for the purpose of resolving complaints, requests or changes in wages, hours and working conditions.
- b. The procedure is not to be used to challenge the content of employee evaluations or performance reviews.
- c. The procedure is not to be used to challenge the decision to reclassify, layoff, deny reinstatement, or deny a step or merit increase to an employee.
- d. The procedure is not to be used in cases of oral reprimand, written reprimand, reduction in pay, demotion, suspensions, or termination.
- e. This procedure is not to be used to challenge violation of law or past practice.

- f. This procedure is not to be used to challenge examinations or appointment to positions.

### **9.1.3 Rights of Representation**

The grievant may be represented by an attorney or one representative from the agency staff. If the representative is a fellow employee, that employee will receive time off from his or her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Forty-eight hours prior to the grievance meeting, the employee shall inform the Personnel Office whether he or she will be represented at the grievance meeting and identify the representative.

### **9.1.4 The Grievance Steps**

The grievance procedure consists of the following steps:

**STEP ONE:** An employee must attempt first to resolve a grievance through discussion with his/her immediate supervisor without undue delay on an informal basis within five (5) working days of the incident. The supervisor shall respond within three (3) working days. In no case, may more than five (5) working days elapse from the date of the alleged incident or action giving rise to the grievance and the employee's discussion with the supervisor at Step One or the grievance shall be barred and waived.

**STEP TWO: Department Head Response:** If the grievance is not resolved in Step One, or if no answer has been received within five (5) working days from the presentation of the oral grievance, the employee may, within ten (10) working days from the date of the incident giving rise to the grievance, present the grievance in writing to his/her department head. Failure of an employee to take this action will constitute termination of the grievance by the employee. The department head shall further review and discuss the grievance with the employee and shall render his/her decision and comments, in writing, and return them to the employee within ten (10) working days after receiving the grievance.

**STEP THREE:** If the grievance is not resolved in Step Two, or if no answer has been received within the time limits established in Step Two, the employee may, within ten (10) working days, present the grievance in writing to the General Manager. Failure of the employee to take this action will constitute termination of the grievance by the employee.

Within ten (10) calendar days of having received the grievance, the General Manager, or his/her designee, shall set a meeting with the employee, the employee's designated representative and such other personnel as the General Manager or his/her designee deems appropriate, to consider the grievance. In the event the grievance is not satisfactorily adjusted or settled through discussion at this level, the General Manager or his/her designee shall advise the employee, in writing, within ten (10) working days, as to the position on the grievance. The decision of the General Manager or his/her designee shall be final.

The time limits set forth in steps one through three shall be strictly construed. If the grievance is not appealed to the next level within the specified time limit, or any agreed upon date specified in a written agreement, the grievance shall be considered withdrawn and will not

be processed further. If the District fails to process the grievance in a timely manner, the grievance will go to the next step.

#### **9.1.5 Specifics Of The Grievance**

In filing a grievance, the employee should set forth the following information:

- g. The specific section of the Personnel Rule(s) allegedly violated, misinterpreted or misapplied.
- h. The specific act or omission which gave rise to this alleged violation, misinterpretation or misapplication.
- i. The date or dates on which the violation, misinterpretation or misapplication occurred.
- j. What documents, witnesses or other evidence support your position.
- k. The remedy requested.

### **10.0 MISCELLANEOUS PROCEDURES**

#### **10.1 MEDICAL EXAMINATION**

The General Manager or designee may require a medical examination during employment or prior to employment provided a conditional offer of employment has been made and all entering employees in the same job category are required to take the examination. An examination may be required in order to determine the medical fitness of an employee or prospective employee to perform the essential functions of his/her job and where the examination is job related and consistent with business necessity. The cost of such medical examination will be borne by the District. All examinations shall be conducted by a duly licensed physician, psychologist or testing service approved by the General Manager, or designee.

#### **10.2 CONDUCT AND ETHICS**

Employees are to conduct themselves in a manner which brings credit to the District at all times.

#### **10.3 TRAINING & CONFERENCES**

Safety training programs, conferences, meetings, seminars and on-the-job training are conducted from time to time to enhance safety and maintain proficiency in District operations.

Employees wishing to attend such functions must obtain approval from the General Manager. If the employee desires the District to reimburse the cost of the training or conference, it must be related to the employee's work for the District and should be beneficial to the District as well as the employee. The District will not reimburse non work-related expenses, such as entertainment, alcoholic beverages, or normal personal needs. When an employee attends an approved training session or conference, allowable transportation and per diem will be provided and the employee's time will be counted as hours worked.

#### **10.4 TUITION REIMBURSEMENT FOR CONTINUING EDUCATION**

The District may reimburse an employee for cost and expense of tuition for continuing educational programs which relate to the employee's employment with the District and are beneficial to the District as well as the employee. Continuing Education programs are subject to approval by the General Manager and the Board of Directors, provided the employee maintains an overall grade point average of 2.5 or better in each course taken. For determination of grade point average, 4.0 is the highest possible average.

#### **10.5 TELEPHONE CALLS**

District telephones are to be used only for District business except in case of emergency.

#### **10.6 DEPARTURE NOTIFICATION**

All employees are asked to notify the appropriate supervisor when leaving their working area during working hours, including breaks.

#### **10.7 SOLICITATION**

In order to prevent disruption in the operation of the District, interference with tenants and inconvenience to businesses on District premises, the following rules will apply to solicitation and distribution of non-District literature on airport property: Employees may not solicit funds or distribute literature for any purpose during working hours or in working areas. Working hours include the working time of employees doing the solicitation or distribution and the employee to whom it is directed. Solicitation or distribution of literature for any purpose by non-employees is strictly prohibited on District property at any time.

#### **10.8 VENDING OR CANVASSING**

Selling articles, goods or services of any kind for profit by employees is not permitted during working hours or in working areas. Working hours include the working time of the employee doing the selling and the employee to whom it is directed.

#### **10.9 REST BREAKS**

Each employee shall be entitled to one 15-minute rest break each morning and each afternoon.

#### **10.10 SAFETY**

Employees are required to know all safety policies of the District. The following are employee guidelines concerning good safety practices:

- a. Learn the right way to do your job.
- b. Work at a safe speed. Trying to beat the clock is dangerous.
- c. Keep your work area in order.

- d. Obey all warning tags and signs.
- e. Report to your supervisor any unsafe conditions or defective equipment.
- f. Store waste and flammable materials in proper receptacles.
- g. Clean up spills. If you are the closest available person, you are responsible.
- h. Keep corridors and exits clear. Do not obstruct fire extinguishers.
- i. When lifting, bend your knees and keep your back straight.
- j. Obey all smoking regulations.
- k. Make any suggestions that will assist in the safe performance of work.

### **10.11 ACCIDENTS AND INCIDENTS**

If you are injured at work, report the accident immediately to your supervisor, who will arrange treatment, if necessary. An injury report must be completed and given to the General Manager within 24 hours. All employees are covered by Worker's Compensation Insurance.

### **10.12 COMMUNICATION**

Bulletin boards are located in the District offices and shop. These boards are maintained to provide you with current information. Consult them for information about policies, announcements, etc. All materials for posting must be approved by the General Manager.

### **10.13 "WRITE IT – DON'T SAY IT"**

All requests for vacation days, appropriate holidays, or leave of absence should be written on the proper form in a timely manner and given to your immediate supervisor. Any suggestions for improvement and/or change should also be in writing.

### **10.14 LOST AND FOUND**

All items found should be turned in to the District office. Articles may be claimed following proper identification by the owner.

### **10.15 CONFLICT**

In the event of any conflict between any provision of this Personnel Manual and the District's Administrative Code or any prior rules, regulations or policies, the provisions of this Personnel Manual shall prevail.

### **10.16 TELEWORK AND REIMBURSEMENT POLICY**

The following constitutes the Telework Policy (Policy") for Santa Maria Public Airport District (the "District").

**10.16.1 Purpose**

The purpose of the policy is to allow certain employees, subject to their execution of a Teleworking Agreement, to Telework from an Alternative Worksite for some or all of their regularly scheduled work hours and to ensure that, for the duration of such Telework, employees perform their job duties, and in so doing provide quality work in a timely manner, and to the benefit of the public.

**10.16.2 Definitions**

“Alternative Worksite” means the employee’s home, place of residence or from another location approved by the District other than the employee’s normal workplace at a District worksite or facility.

“Telework(ing)” means a work arrangement under which an employee works from their home, place of residence or from another location other than the employees’ normal workplace at a District worksite or facility (“Alternative Worksite”) for all or a portion of their regularly scheduled work hours.

“Work Schedule” means the days and hours determined by supervisors or managers during which non-exempt, overtime eligible employees should be in attendance at the Alternative Worksite. The Work Schedule shall provide for and include the rest and meal breaks required under applicable federal and state law as well as under contract.

**10.16.3 Scope of Policy**

This policy covers Teleworking voluntarily requested by a District employee and provided by the District, subject to certain conditions and requirements.

**10.16.4 Voluntary Teleworking Arrangements**

The District may allow Teleworking for certain eligible employees who request to Telework.

**a. Eligibility Criteria**

The General Manager, or their designee, possesses the discretionary authority to determine the job classifications, positions, and employees who are eligible to telework under this policy.

The General Manager, or their designee, may make such determination using criteria including, but not limited to, the following:

- The employee’s adherence to the District’s policies regarding teleworking and the requisite 24-hour written request to telework expressly stating the date(s) on which the employee seeks to telework.
- The operational needs of the District;
- The disruption of or potential disruption to the District’s function;

- The ability of the employee to perform their job duties (both essential and marginal) from an Alternative Worksite without diminishing the quantity or quality of the work performed;
- The degree to which the employee's job functions require face-to-face interaction with other District employees and/or members of the public;
- The employee's job performance, as determined by their last performance review;
- The employee's length of service with the District;
- The portability of the employee's work, including the employee's ability to remotely access tools, equipment, and materials necessary to perform their job functions;
- The availability of or ability to create a functional, reliable, healthy, safe, and secure Alternate Worksite for the employee at a reasonable cost;
- The risk factors associated with performing the employee's job duties from a location other than the employee's normal workplace at the District;
- The District's capacity to monitor and measure the employee's work performance at the Alternate Worksite;
- The employee's supervisory responsibilities;
- The employee's need for supervision; and
- Other considerations deemed necessary and appropriate by the District, including tax and other legal implications of teleworking.

**b. Process for an Employee to Request to Telework**

To make a request for a Teleworking arrangement, employees must complete a Voluntary Telework Request Form and file the completed request form with their supervisor or manager.

The employee's supervisor or manager will provide the request form to the General Manager, or their designee, and will discuss the employee's request with the General Manager, or their designee.

In consultation with or based on information provided by the employee's supervisor or manager, the General Manager, or their designee, will make a determination regarding the employee's request to telework.

The General Manager will consider Teleworking requests on a case-by-case basis consistent with the criteria above and other factors relevant to the employee's request to telework.

c. Final Determination; No Right to Appeal

The decision of the General Manager regarding an employee's Teleworking request is final and binding. Neither the employee nor the employee's employee organization has any right to appeal or grieve the decision.

d. Approval of Requests; Voluntary Telework Agreement

An eligible and qualified employee who has requested and been granted the opportunity to Telework, must execute a Voluntary Teleworking Agreement ("Agreement") prior to and as a precondition to the employee teleworking.

The Agreement shall provide the mutual understanding of the employee, the employee's supervisor or manager, and the General Manager concerning the teleworking arrangement.

**10.16.5 Mandatory Teleworking Arrangements During Exigent Circumstances**

Where an exigent circumstance exists, the District may direct District employees to remain at their homes or places of residence and the District adopt and implement a short-term teleworking arrangement for such employees in order to provide for the continuity of essential services provided by the District.

Exigent circumstances means a situation in which there is an imminent threat of extreme peril to life, property and resources. Exigent circumstances may include, but are not limited to, war, public health emergencies, power failures, natural and man-made disasters, and other states of emergency.

Where such an exigency exists and necessitates the adoption and implementation of a short-term mandatory teleworking arrangement for District employees, the General Manager is expressly authorized to suspend some or all provisions of this policy and adopt and implement alternative provisions necessary to provide for the continuity of essential services.

**10.16.6 Duties, Obligations and Responsibilities for Teleworking Employees**

Teleworking employees must adhere to the provisions set forth in these policies, including, but not limited to the following:

- a. All of the teleworking employee's existing duties, obligations, responsibilities and conditions of employment remain unchanged. Teleworking employees shall abide by all District policies and procedures, rules and regulations.
- b. All of the Teleworking employee's existing supervisory relationships, lines of authority and supervisory practices remain in effect.
- c. Teleworking employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of District employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other District employees and members of the public.

- d. Teleworking employees are required to be accessible in the same manner as if they are working at the District during the established teleworking Work Schedule, regardless of the designated location for teleworking, or Alternate Worksite. Teleworking employees must be accessible via telephone, email, and/or network access to the General Manager, their supervisor, and other District employees while Teleworking, as if working at their District. Teleworking employees shall check their District-related business phone messages and emails on a consistent basis, as if working at their District worksite.

**10.16.7 Miscellaneous**

- a. Teleworking employees must notify the General Manager promptly when unable to perform work assignments because of equipment failure or any other unforeseen circumstances.
- b. Teleworking employees must have access to an Alternate Worksite that is quiet and free of distractions and which has reliable and secure power, internet and/or wireless access.
- c. Teleworking employees shall ensure that all official District documents are retained and maintained according to the normal operating procedures in the same manner as if working at the District.
- d. Teleworking employees must ensure dependent care will not interfere with work responsibilities.

**10.16.8 Work Schedule, Overtime, Leave, Benefits**

When teleworking, employees shall continue to abide by their work schedules as if they were working in-person at the District, which includes abiding by the District's policies and procedures for breaks, overtime, requests of sick, vacation, and other leaves of absence. Any deviation from the employee's work schedule shall be approved in advance, in writing, by the General Manager.

- a. For non-exempt employees, the District will either provide such employee: (1) a work schedule that will be included in the Agreement, and which will include meal and rest breaks ("Work Schedule"); or (2) authorization to work on an intermittent basis.
- b. For non-exempt employees assigned a Work Schedule, any deviation from the Work Schedule must be approved in advance, in writing, by the General Manager.
- c. Non-exempt employees may not Telework outside their normal work hours without prior written authorization from the General Manager. A non-exempt employee who fails to secure written authorization before Teleworking outside their normal work hours may face discipline in accordance with the District's policy for working unauthorized overtime.
- d. Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, must take meal and rest breaks while

Teleworking as required under applicable law and/or under applicable contract or District policy and procedures.

- e. For non-exempt employees assigned a Work Schedule, all periods of Teleworking employees' unavailability must be approved in advance by the General Manager in accordance with District policy and documented in writing. For non-exempt employees authorized to work intermittently, all periods of Teleworking employees' unavailability must be approved in advance by the General Manager.
- f. Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, are required to report in a timely manner all hours worked at the Alternate Worksite and make that record available to the General Manager upon request. Employees shall record all non-productive work time on their timesheet.
- g. Employees shall continue to abide by the District's policies and procedures for requests of sick, vacation and other leaves of absences. If an employee becomes ill while working under the Agreement, they shall notify the General Manager immediately and record on their timesheet any hours not worked due to illness and/or incapacitation.
- h. Non-exempt employees, regardless of whether assigned a Work Schedule or authorized to work intermittently, are required to request to work overtime in advance of doing so and such requests must be pre-approved in writing by the General Manager.
- i. Teleworking employees' salary and benefits remain unchanged during the Teleworking arrangement.
- j. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Teleworking employees must report any such work-related injuries to the General Manager immediately. The District shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third-persons when said injuries occur at the Alternate Worksite.

**10.16.9      Space and Equipment, Information Security, Confidentiality**

- a. Teleworking employees will either receive approval to use personal computer equipment or will be provided with District-issued equipment at the discretion of the General Manager.
- b. If the General Manager provided any District-issued equipment, teleworking employees agree to follow the District's policy for the use of such equipment. Teleworking employees must report to the General Manager any loss, damage, or unauthorized access to District owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.
- c. Where, in response to a request to Telework, the General Manager allows an employee to Telework, the District shall not be responsible for Teleworking costs,

including, but not limited to, the employee's use of their home or place of residence, their personal computer, utilities, internet, data, network costs, home maintenance, workspace furniture, ergonomic equipment, or any other incidental costs, unless expressly provided for in a written agreement.

- d. Employees must take reasonable precautions to ensure their devices (e.g., computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the District's network and must close or secure all connections to the District desktop or system resources (e.g., remote desktop, VPN connections, etc.) when not conducting work for the District. Employees must maintain adequate firewall and security protection on all such devices used to conduct District work from the Alternate Worksite.
- e. Teleworking employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the District's records retention policies. Teleworking employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to District work they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Teleworking employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Teleworking employees must return all records, documents, and correspondence to the District at the termination of the Agreement or upon request by the General Manager.

#### **10.16.10 Conditions and Requirements for Reimbursement**

In conjunction with the Teleworking policy, the purpose of this policy is to provide the conditions and requirements for reimbursements for certain expenses incurred by Teleworking employees.

##### **a. Applicability of Policy to District Employees**

This policy covers and applies to all Teleworking employees.

##### **b. Teleworking Expenses Subject to Reimbursement**

The District will reimburse covered Teleworking employees only for those expenses incurred which are necessary for the Teleworking employee to perform the job duties assigned to the Teleworking employee by the District from their home, place of residence, or location other than a District worksite as determined at the sole discretion of the District. Such expenses may include the following:

- i. Computer, if the employee does not have such a device and the District does not have such a device to lend to the employee;
- ii. Computer monitor, if the employee does not have such a device and the District does not have such a device to lend to the employee;

- iii. Keyboard and mouse, if the employee does not have such devices and the District does not have such a device to lend to the employee;
  - iv. Teleconferencing equipment (i.e., a video camera and microphone), if the employee does not have such a device and the District does not have such equipment to lend to the employee;
  - v. A desk and desk chair, if the employee does not have such furniture and the District does not have such furniture to lend to the employee;
  - vi. Internet; and
  - vii. Utilities
- c. Process for Requesting Reimbursement for Teleworking Expenses Not Covered Above

An employee that believes that other equipment, furniture or supplies are necessary in order for the employee to perform the job duties assigned by the District from their home, place of residence, or location other than a District worksite may request that the District provide reimbursement for such expense(s). In order to request reimbursement for an expense not enumerated above, the employee may file with their Supervisor or Manager, a Teleworking Expense Reimbursement Request form. An employee organization may file with the Accounting Department a Teleworking Expense Reimbursement Request form. The manager or supervisor will discuss the request with the General Manager who will make a determination as to the expense at issue. The determination of the General Manager shall be final and not subject to appeal or grievance.

d. Amount of Reimbursement for One-Time and Recurring Expenses

One-time and recurring expenses of covered Teleworking employees may be reimbursed by the District at amounts to be determined at the sole discretion of the General Manager.

e. Amount of Reimbursement for Covered Teleworking Employees Who Do Not Telework on a Full-Time Basis

For covered teleworking employees who are Teleworking on a part-time basis, the reimbursement amounts provided above will be provided on a pro rata basis to be determined at the sole discretion of the General Manager to reflect the amount of time that the employee is working from their home, place of residence, or location other than a District worksite.

f. Requirement that Employee Request Prior Approval for Reimbursable Expenses

If a covered Teleworking employee expects to incur an expense that is subject to reimbursement as identified in this policy, that employee is required to file with their manager or supervisor, a Teleworking Expense Reimbursement Request Form. The manager or supervisor will discuss the request with the General Manager who will make a determination as to the expense at issue. The determination of the General Manager shall be final and not subject to appeal.

	<b>Santa Maria Airport</b> <b>AIG 3-06-0237-043-2025</b> <b>AIP 3-06-0237-044-2025</b>	<b>Change Order</b> <b>No. 1</b>
	<b>Rehabilitate Runway 12-30</b>	<b>March 26, 2026</b>

<b>Owner:</b>	<b>Santa Maria Public Airport District</b> 3217 Terminal Drive, Santa Maria, CA 93455
<b>Contractor:</b>	<b>Granite Construction</b> 2023 Preisker Ln Unit B, Santa Maria, CA 93454

<b>CONTRACT COST SUMMARY</b> Refer to the Description of Work for Details	
ITEM	AMOUNT
Original Contract Amount:	\$5,592,934.00
Net Cost Change By Previous Change Orders:	\$0.00
Contract Sum Prior to This Change Order:	\$5,592,934.00
Amount of Change ( <b>Increase</b> ), This Change Order:	\$136,645.00
Net Contract Sum Including This Change Order:	\$5,729,579.00

<b>CONTRACT TIME SUMMARY</b>	
ITEM	
Original Contract Time (Working Days):	40
Net Contract Time Change By Previous Change Orders:	0
Contract Time Prior to This Change Order:	40
Amount of Contract Time Change (Increase), This Change Order:	9
Net Contract Time Including This Change Order:	49
Day One:	August 18, 2025

	<b>Santa Maria Airport</b> <b>AIG 3-06-0237-043-2025</b> <b>AIP 3-06-0237-044-2025</b>	<b>Change Order</b> <b>No. 1</b>
	<b>Rehabilitate Runway 12-30</b>	<b>March 26, 2026</b>

### DESCRIPTION OF WORK

The Contract shall be amended in accordance with the following changes in scope of required work and payment therefor as follows:

ITEM	DESCRIPTION	AIP ELIGIBLE?	REFERENCE	PRICE	TIME (WD)
1.01	Purchase and Installation of 47 Runway Lights.	Yes	RFP 1 & contractor provided- cost proposal	\$121,175.00	5 days
1.02	Increase Quantity of single-coat pavement markings: Bid Item A31 - Increase 1,200 SF to now be 9,000 SF Bid Item A32 – Increase 2,000 SF to now be 4,600 SF	Yes	RFP 3 & contractor provided- cost proposal	\$15,470.00	4 days
	<b>Total</b>			<b>\$136,465.00</b>	<b>9 days</b>

**Reason for Change:**

1.01

The current project includes installation of new LED fixtures within the first 3,400 feet of the runway. To maintain a consistent appearance, the airport is considering replacing all remaining existing runway light fixtures with new high intensity LED fixtures along the remaining 4,600 feet. This additional work would occur outside the current project limits, extending north to the runway end and including the Runway 12 end identifier lights. The scope is limited to fixture replacement only; no grade adjustments to existing light cans are anticipated.

1.02

The Runway 12-30 centerline markings outside the reconstruction area have deteriorated as a result of construction traffic. For consistency, the markings received a single coat of pavement markings.

	<b>Santa Maria Airport</b> AIG 3-06-0237-043-2025 AIP 3-06-0237-044-2025	<b>Change Order</b> <b>No. 1</b>
	<b>Rehabilitate Runway 12-30</b>	<b>March 26, 2026</b>

**APPROVALS**

(Not valid unless signed by all listed below)

I have reviewed all supplemental documentation supporting this additional work requested and provided, and certify that all work will be or has been completed in accordance with the contract documents and direction provided, and hereby recommend a change to the construction contract in overall compensation and contract time as outlined herein:

  
\_\_\_\_\_  
Jason Hargreaves, P.E., Project Manager,  
Tartaglia Engineering

3-31-26  
\_\_\_\_\_  
Date:

\_\_\_\_\_  
Eric Wildhagen, Project Manager,  
Granite Construction

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

\_\_\_\_\_  
Martin Pehl, General Manager,  
Santa Maria Airport

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

	<b>Santa Maria Airport</b>	<b>RFP No. 1</b>
	<b>Rehabilitate Runway 12-30</b>	<b>August 29, 2025</b>

To: Granite Construction  
2023 Preisker Ln Unit B  
Santa Maria, CA 93454

Prepared By: Tartaglia Engineering

Title: **Additional Runway Light Fixtures**

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*This is a request for proposal only. The Contractor shall not interpret this as an authorization to proceed with purchasing, installing, or constructing any of the work or materials described herein. If authorized, all work shall comply with the standards and conditions included in and on the contract plans and specifications.*

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**Background:**

The current project includes installation of new LED fixtures within the first 3,400 feet of the runway. To maintain a consistent appearance, the airport is considering replacing all remaining existing runway light fixtures with new high intensity LED fixtures along the remaining 4,600 feet. This additional work would occur outside the current project limits, extending north to the runway end and including the Runway 12 end identifier lights. The scope is limited to fixture replacement only; no grade adjustments to existing light cans are anticipated.

**Request for Proposal:**

Provide a proposal with time and cost for purchase and installation, or purchase and delivery to the airport, of the following:

**Purchase and Install Above Ground LED Fixtures on existing light cans.**

1. Contractor shall remove the existing edge light fixture, cover, and transformer.
2. On the existing cans, install new L-862 LED fixtures, each with new cover and transformer, in the following colors and quantities:
  - a. 18 White/Yellow
  - b. 21 White/White
  - c. 8 Red/Green

**Purchase and Install In-Pavement LED Fixtures on existing light cans.**


1. Contractor shall remove the existing in-pavement light fixture, cover, and transformer.
2. On the existing cans, install new L-850C LED fixtures, each with new cover and transformer, in the following colors and quantities:
  - a. 2 White/Yellow

**Purchase and Deliver In-Pavement LED Fixtures.**

1. For use a subsequent project, purchase and deliver to the Airport new L-850C LED fixtures, each with new cover and transformer, in the following colors and quantities:
  - a. 3 White/White

Work shall be in accordance with Technical Specifications Items P-101, L-110 and L-125.



	<b>Santa Maria Airport</b>	<b>RFP No. 3</b>
	<b>Rehabilitate Runway 12-30</b>	<b>October 22, 2025</b>

To: Granite Construction  
2023 Preisker Ln Unit B  
Santa Maria, CA 93454

Prepared By: Tartaglia Engineering

Title: **Additional Pavement Markings**

*This is a request for proposal only. The Contractor shall not interpret this as an authorization to proceed with purchasing, installing, or constructing any of the work or materials described herein. If authorized, all work shall comply with the standards and conditions included in and on the contract plans and specifications.*

**Background:**

The Runway 12-30 centerline markings outside the reconstruction area have deteriorated as a result of construction traffic. The Airport is requesting that these existing markings be refreshed with a single coat of paint.

**Request for Proposal:**

Payment for the application of a single coat of pavement markings will be made at the unit prices bid under Items A31 (Pavement Markings: 1-Coat with Reflective) and A32 (Pavement Markings: 1-Coat). A total of 22 centerline markings are to be re-stripped, with estimated quantities as follows:

- 7,800 square feet – white with reflective media
- 2,600 square feet – black

Please provide a time proposal for applying a single coat of pavement markings on the Runway Centerline Markings.

All work shall be performed in accordance with Technical Specifications Item P-620.

**Contractor Response:**

Contract Time Adjustment (if any):

Four (4) Calendar Days (Increase)

Eric Wildhagen  
(Authorized Contractor Signature)

3-4-26  
(Date)

Authorized By: Eric Wildhagen