

STAFF REPORT



Meeting Date: July 15, 2020
To: Board of Directors
From: Michael J. Aho – District Administrator
Subject: Changes to the 2019-2021 Memorandum of Understanding with the Fair Oaks Recreation and Park District Employees Association
Prepared By: Jennifer Larkin – Administrative Services Manager

I. Recommendation

Approve the changes to Memorandum of Understanding (MOU) with the Fair Oaks Recreation and Park District Employees Association (Employees Association) retroactively effective July 1, 2020

II. Background

As part of the Preliminary Budget for fiscal year 2020-2021, the Board adopted some necessary personnel changes to balance the budget. Two of those items, a change in the cap on the District's contribution to employee health care and removing the part-time regular employees from consideration for receiving a cost of living adjustment (COLA), are part of the MOU agreed upon in 2019 and were re-negotiated with the Employees Association prior to the budget being adopted. The updated MOU must now be approved by the Board and signed by the Employees Association with the changes (highlighted in Attachment A).

Respectfully Submitted,

Michael J. Aho,
District Administrator

Attachment A: Memorandum of Understanding between the Fair Oaks Recreation and Park District and the Fair Oaks Recreation and Park District Employees Association.

MEMORANDUM OF UNDERSTANDING BETWEEN
FAIR OAKS RECREATION AND PARK DISTRICT AND
FAIR OAKS RECREATION AND PARK DISTRICT EMPLOYEES
ASSOCIATION

JULY 1, 2019 – JUNE 30, 2021

ARTICLE 1. TERMS AND CONDITIONS

The Fair Oaks Recreation and Park District (“District”) and representatives of the Fair Oaks Recreation and Park District Employees Association (“Association”) have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the bargaining unit represented by the Association and have exchanged freely information, opinions and proposals, and have reached agreement on all matters relating to the employment conditions.

This memorandum of understanding (MOU) is entered into pursuant to the Meyers-Miliias-Brown Act (Government Code Section 3500-3511), and has been jointly prepared by the parties. All provisions shall become effective on the date approved by the Board of Directors.

This MOU constitutes the entire agreement of the District and the Association, arrived at as a result of meeting and conferring. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in an expressed written amendment to the MOU. This agreement supersedes all previous agreements, memoranda and/or understandings directly related to matters included within this MOU. In the absence of any specific provisions in this MOU, all District practices and procedures are at the discretion of the District. The District reserves all the rights, powers and authority customarily exercised by management except as otherwise specifically designated or modified by express provisions of this MOU. The Association shall provide in writing to the District and be responsible for keeping current the name, address and telephone number of the designated representative and list of persons authorized to act on its behalf or receive service in its name.

1.1. TERM OF MOU

This MOU will cover a two-year term, July 1, 2019 – June 30, 2021, to coincide with a two-year cycle for performing a classification and compensation study as outlined in section 3.4.

1.2. NON-DISCRIMINATION

There shall be no discrimination in the implementation of this document because of age, sex, race, creed, color, national origin, disability, religious affiliation, gender identity, or lawful organizational activities against any employee covered hereby by the Association or the District.

1.3. DEFINITION OF EMPLOYEES

1. Regular Full-Time Employee: Employee working thirty-eight (38) to forty (40) hours per week pursuant to a normal schedule established at the time of employment by his or her supervisor or by written mutual agreement thereafter Regular Part- Time Employee: Employee regularly working a minimum of 20 hours per week and no more than 38 hours per week, pursuant to a schedule prepared by his or her supervisor. Temporary and/or seasonal employees are not considered regular part time employees.

1.4. RECOGNITION

The Fair Oaks Recreation and Park District Employees Association is the exclusively recognized employee organization for the General Bargaining Unit, including new positions added to such bargaining unit. The General Unit shall consist of all employees of the District except the District Administrator, who has a separately bargained contract with the District.

1.5. COMMUNICATIONS WITH EMPLOYEES

The Association shall be allowed by a District department, in which it represents employees, use of available bulletin board space for communications having to do with official Association business. All material posted shall be in good taste and shall not malign the District or its representatives. Such use shall not interfere with the legitimate needs of the department. The designated representative of the Association shall give notice to the District Administrator or his/her designee when contacting departmental employees during the work period of employees, provided that solicitation for membership or other internal Association business shall be conducted only during the non-duty hours of all employees concerned. Non-duty hours are defined as before or after work, lunch periods and rest break periods.

1.6. USE OF DISTRICT BUILDINGS FOR MOU EMPLOYEE MEETINGS

District buildings and other facilities shall be made available for use of the Association or its representatives during non-duty hours in accordance with such policies and procedures as may be established by the District Administrator. Such meetings should be held outside of normal working hours.

1.7. ATTENDANCE AT MEET AND CONFER SESSIONS

District employees who are official representatives of the Association shall be given reasonable time off with pay to attend formal meet and confer sessions with District Administrator. The Association shall notify the District Administrator of the names and departments of employees who are official representatives of

the Association. The District Administrator in unusual circumstances may waive this advance notice. Except by agreement with the District Administrator, the number of employees released for such purposes shall not exceed the total number of shop stewards.

ARTICLE 2. DISTRICT RIGHTS

2.1. DISTRICT RIGHTS

District retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by District and not abridged herein, include, but are not limited to, the following:

- To manage and direct its business and personnel.
- To manage, control, and determine the mission of the District, building facilities, and operations.
- To create, change, combine or abolish jobs, departments and facilities in whole or in part.
- To direct the work force.
- To increase or decrease the work force and determine the number of employees needed.
- To hire, transfer, promote and maintain the discipline and efficiency of its employees.
- To establish work standards, schedules of operation and reasonable work load.
- To specify or assign work requirements and require overtime.
- To schedule working hours and shifts.
- To adopt rules of conduct.
- To determine the type and scope of work to be performed by District employees and the services to be provided.
- To classify positions, to establish initial salaries of new classifications.

- To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.
- To determine processes, techniques, methods and means of all operations, including changes, allocations or adjustments or any machinery or equipment.
- To determine the policy and procedures affecting the selection or training of employees.
- To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for such assessments.
- To schedule the operation of and determine the number and duration of work shifts.
- To determine and enforce safety, health and property protection measures and require adherence to such measures.
- To transfer work from one job site to another or from one location or unit to another.
- To introduce new, improved or different methods of operations, or change existing methods.
- To lay off employees from duty for lack of work, lack of funds or any other reason.
- To reprimand, suspend, demote, discharge or otherwise discipline employees.
- To contract or subcontract services, maintenance, distribution or any other work with outside public or private entities.
- To take such other and further action as may be necessary to organize and operate the District in the most efficient and economical manner and in the best interest of the public it serves.

Nothing in this section is intended to alter the post-agreement rights of the respective parties as established by law to meet and confer on changes which would affect the wages, hours, and other terms and conditions of employment as established by this MOU; except, however that the scope of representation shall not include consideration

of the merits, necessity, or organization of any service or activity provided by law or executive order.

ARTICLE 3. SALARY PROVISIONS

3.1. SALARY INCREASES

Salary increases for District Employees may be granted according to the following two (2) categories:

- 1) Cost of Living (COLA) Increases to paid compensation.

COLA increases will be assessed against the Consumer Price Index (CPI), overall District revenues and the cost of employee benefits. COLA increases will be negotiated each year of the two (2) year period to which this MOU applies. COLA increases are assessed using the All Urban Consumer Price Index, US City/Annual Average and any/all increases are subject to the approval of the Board of Directors. If applicable, increases will be granted based on the results of these negotiations. The COLA, if granted, will be retroactive to July 1 of the appropriate fiscal year. **Only full-time regular employees are eligible for a COLA.**

- 2) Merit Increases to paid compensation.

Merit Increases will be granted, if applicable, to Employees following their annual performance review according to the Pay Rate Schedule.

- A. Effective July 1, 2019, a COLA increase of 3.7 % shall be paid to employees in each classification utilizing the current District salary schedules.
- B. After a negotiation period that shall begin no later than March 1, 2020, a COLA increase, if applicable, shall be paid to employees in each classification. The effective date of this increase shall be July 1, 2020. In addition, the cost of Benefits and Retirement will be reviewed, and upon negotiation between the Board of Directors and the Employee Association, will be adjusted to reflect shared costs between the District and District Employees.

3.2. MERIT INCREASES

Effective July 1, 2019, and for the two (2) year term of this MOU, the employee's

steps and the associated salary ranges will be according to the Pay Rate Schedule.

3.3. PAYMENT of CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) BENEFIT

Currently, the District's employee/member portion of CALPERS coverage costs will be fixed at 7% of salary for FY 19-20 for classic members and 6.75% of salary for PEPRA members. Employees pay the full amount of their portion.

The District's shall provide the following additional CALPERS benefit for the term of this agreement:

\$5000 (five thousand) Retired Death Benefit. It is agreed upon by all parties that the District will pay the appropriate "buy-in" amounts to initiate coverage of these programs and that should the yearly cost to the District increase, the employees will pay the additional cost(s).

Member Classification:

a. New Members:

- a. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who has no prior membership in any other California public retirement system.
- b. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who is not eligible for reciprocity with another California public retirement system.
- c. A member who established CalPERS membership prior to January 1, 2013 and who is hired by a different CalPERS employer after January 1, 2013 after a break in service of greater than six months

b. Classic Members

- a. All employees who are in membership with CalPERS prior to January 1, 2013 and who do not meet any of the qualifications above are considered classic members.

Special Pensionable Compensation/Uniform Allowance:

a. New Members

- i. For new members, the District, adhering to the California Public Employees' Pension Reform Act of 2013, does not consider its uniform allowance to be pensionable compensation.
 1. "Notwithstanding any other law, "pensionable compensation" of a new employee does not include the following: (7) Any employer-provided allowance, reimbursement, or payment, including, but not limited to, one made for house, vehicle or uniforms." (California Public Employees' Retirement Law, Section 7522.34)

b. Classic Members

- i. For classic members, the District, adhering to the California Public Employees' Pension Reform Act of 2013, considers its uniform allowance to be pensionable compensation.

1. "Definition of Special Compensation: The following list exclusively identifies and defines special compensation items for members employed by contracting agencies and school employers that must be reported to CalPERS if they are contained in a written labor policy or agreement."
 - a. "(5) Statutory Items: Uniform Allowance – Compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, including clothing made from specially designed protective fabrics, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain." (CalPERS Public Agency and School Reference Guide Compensation Review, CCR 571)

3.4. CLASSIFICATION AND COMPENSATION STUDY

The District and the Association agree that a Classification and Compensation study will be conducted for each full time and regular part time employee, by the District, not less than every two years. The results of the study shall be presented to the Board of Directors no later than the February 20, 2021 Regular Board Meeting for discussion and possible action of merit increases to take effect July 1, 2021.

The Compensation Study will be assessed using current salary schedules and comparable positions from a minimum of 8 to 10 park and recreation agencies mutually agreed upon between the employees association and the Personnel and Policy Committee. The Board reserves the option to request that any large cities included in the study be removed from consideration in the comparison.

3.5. ON CALL PAY

If an issue arises that needs an immediate response, and the District Administrator, Parks and Facilities Superintendent, Recreation Superintendent or Administrative Services Manager is not available or is not equipped with the knowledge to handle the situation, an employee may be called in to respond by a supervisor and in so doing, shall receive compensation computed at the employee's regular rate of pay for a two (2) hour minimum period of time, and compensated at the regular rate of pay for each additional hour over two if the 2 hour minimum is exceeded. If the employee has already worked his/her forty-hour (40) week, all hours worked after forty (40) will be compensated at one and one-half (1½) times the employee's regular hourly rate of pay. Exempt employees are not subject to this policy.

3.6. SAFETY BOOTS/SHOES

The District agrees to pay for required boots/shoes for those Regular Full-Time and Regular Part-Time employees required to wear special footwear for their employment. Such boots/shoes must meet the approval of the District Administrator or the employee's Supervisor.

The District agrees to purchase two (2) pairs of required boots/shoes per year, for Regular Full-Time and Regular Part-Time employees in the Park Maintenance Division, and one (1) pair of required boots/shoes for the Recreation Division employees.

The cost of the required boots/shoes shall not exceed two hundred and seventy-five dollars (\$275.00) per employee, per fiscal year for Regular Full Time and Regular Part-Time Park Maintenance employees and not exceed one hundred fifty dollars (\$150.00) for Regular Full Time Recreation employees per fiscal year.

Steel toed boots may be purchased provided a workplace hazard assessment has been completed by the Superintendent and the work being performed requires steel toed boots the appropriate personal protective equipment. A workplace hazard is performed through a written certification that identifies the workplace evaluated, requires the employee to certify that the evaluation has been performed, the dates of the assessment, and identifies the document as a certification of workplace hazard assessment.

Full-time Employees are permitted to purchase boots and/or shoes using their individual finances and submit the receipts for accounting purposes. Should an employee purchase boots/shoes using their own finances, a request for reimbursement will be submitted and a check mailed to the employee's designated mailing address. An employee may also purchase boots/shoes, with Supervisor approval, using a District administered Cal-Card, with the expectation that the receipt will be submitted no later than the 22nd of the month in which the boots and/or shoes were purchased.

3.7. LONGEVITY PAY

The District agrees to pay longevity pay for each employee as follows: 5% for service beyond ten (10) years, an additional 5% for service beyond fifteen (15) years and an additional 5% for service beyond twenty (20) years.

3.8. OVERTIME AND COMPENSATORY TIME OFF (C.T.O.)

The regular workweek for full-time non-exempt employees shall be 40 hours. A workweek shall be defined by the employee's supervisor. Only actual hours

worked shall count toward the 40-hour workweek for computing overtime payment and accrual of compensatory time at the completion of a pay period (except as defined in this document). District Holidays, vacation, sick leave and CTO taken off are not considered hours worked.

- A. A non-exempt employee who performs authorized overtime work in excess of forty (40) hours in his/her scheduled workweek shall be compensated at the rate of one-and-one half times his/her regular rate of pay for such overtime hours worked. Overtime hours shall be computed to the nearest quarter hour, and may only be authorized by the supervisor.

- B. At the option of the employee, and with the prior approval of the employee's supervisor, hours worked beyond the normal number of hours scheduled on a weekly basis may be designated as compensatory time off in lieu of monetary overtime compensation. Once this designation is made it may be changed only by mutual agreement. The compensatory time off is earned at the rate of one-and-one half hours for each hour of overtime worked and may be accrued to a maximum of 60 hours. Employees must use earned CTO within 13 pay periods of the pay period in which the CTO was earned. Employees may use CTO in lieu of sick time. It shall be the responsibility of the employee to submit a documented time report showing earned and used CTO on a semi- monthly basis.

At the option of the supervisor and with at least two weeks advance notice, an employee may be asked to work a modified work schedule. Modified work schedules take the form of "flex time", in which standard workday hours are modified but the total hours in the normal work period remain the same. Employees may not be penalized for hours flexed in advance of an event or program that may end up being cancelled or shortened in time. Employees are guaranteed 40 worked hours. In the event the employee is notified by the supervisor the work shift to be flexed for has been cancelled prior to the flex time being used, the employee is expected to work their regular scheduled shift or may elect to put in a time off request form and use either CTO or VAC hours.

3.9. STIPEND FOR BILINGUAL OR TRANSLATION SERVICES

A stipend of \$100 monthly is paid when an employee uses their bilingual skills to benefit the District on a regular basis. Employees are eligible for this pay whether they are using such skills in a conversational, interpretation, or translation setting. Their position must be in a work setting where bilingual skills are required to meet the needs of the public in either:

- A direct public contact position;
- A position utilized to perform interpretation, translation or specialized bilingual activities for District.

Eligibility will be determined by the District Administrator based on District needs and must be approved by the employee's supervisor as well as the

District Administrator.

3.10. STIPEND FOR TECHNICAL SERVICES

A stipend of \$100 monthly is paid when an employee uses specialized technology skills in instances where the District would normally have to utilize its contract IT service. Employees who are eligible for this pay must be available for assistance to all employees of the District .

Eligibility will be determined by the District Administrator based on District needs and must be approved by the employee's supervisor as well as the District Administrator.

ARTICLE 4. LEAVES

4.1. VACATION

Vacation benefits shall accrue monthly for all regular employees from the date of hire as shown below:

4.2. FULL-TIME EMPLOYEES

Regular Full-Time Employees. Regular full time employees shall accrue vacation as follows:

Employment	Days Each Month/Year
Less than 3 years	.92 per month/11 days annually
3 years but less than 5 years	1.25 per month/15 days annually
5 years & over	1.67 per month/20 days annually

4.3. REGULAR PART-TIME EMPLOYEES

Regular part-time employees accrue vacation time on a pro rata basis in the same proportions as the number of hours worked by that employee bears to the total number of hours worked on a monthly basis by regular full-time employees. A regular part time employee is one who regularly work a minimum of 20 hours per week, but less than 38 hours per week. Seasonal and temporary employees are not eligible for vacation accrual.

4.4 VACATION ACCRUAL

- A. Vacation is earned from the date of hire, but may not be taken until the employee has completed three (3) months of continuous service.
- B. Vacation benefits shall not accrue during a leave of absence without pay, but any accrued vacation shall not be lost.
- C. It is possible to take additional vacation without pay. This request must be in writing and pre-approved by the District Administrator. There are no advances on un-accrued vacation time, therefore requests for time off for vacation not yet accrued will not be paid.
- D. Vacation schedules shall be arranged as early as possible each year. Employees shall schedule vacation with the approval of their immediate supervisor and should be requested one month in advance
- E. At termination, an employee shall be paid for unused vacation time at the employee's regular salary rate.
- F. An employee who becomes ill while on vacation, and desires to claim sick leave rather than vacation, shall make such a request as soon as possible after he or she desires sick leave compensation to begin. A doctor's certificate is required after three (3) consecutive sick days during the vacation period where sick leave is being requested.
- G. Vacation and sick leave are not interchangeable. Therefore, automatic use of vacation leave when sick leave has been exhausted is not allowed. An employee may request an exception for extenuating medical or health related circumstances such as an extended medical leave of absence. The exception may only be approved by the District Administrator.
- H. Where a listed holiday falls during an employee's vacation, no deduction from the accrued vacation will be made for the holiday.

4.5. CEILING ON VACATION BENEFITS

Regular full-time employees may accrue an unlimited number of vacation hours over the course of a calendar year, but must use anything in excess of 240 hours by December 31 or the excess hours will be lost. Should the employee terminate employment with vacation hours in excess of 240, only 240 hours will be eligible for vacation leave payout.

Regular part-time employees may accrue an unlimited number of vacation hours over the course of a calendar year, but must use anything in excess of 160 hours by December 31 or the excess hours will be lost. Should the employee terminate

employment with vacation hours in excess of 160, only 160 hours will be eligible for vacation leave payout.

The employee's supervisor will have the ability to extend the deadline of December 31 for up to 60 days if the employee presents an approved plan to use the excess time.

4.6. SICK LEAVE

Sick leave is an employee benefit provided by the District to be granted under the below listed circumstances and for the purpose of promoting the health and welfare of the individual employee until such time as all the accrued sick leave has been used. It is not an earned right to be used like vacation time. In addition, sick leave and vacation leave are not interchangeable, therefore the automatic use of vacation leave when sick leave has been exhausted is not allowed. An employee may request an exception for extenuating medical or health related circumstances, such as an extended medical leave of absence. The exception may only be approved by the District Administrator. Sick leave is granted to an employee when he or she must be absent from duty because of a bona fide illness or injury. The accumulation of sick leave is unlimited.

All regular full-time employees will accrue sick leave beginning on the employee's first day of work. It will accrue at the rate of 1 day for each full month of service. All regular part-time employees will accrue sick time on a pro-rata basis.

Sick leave shall not accrue during a leave of absence, but accrued sick leave shall not be lost.

Sick Leave may be used by regular employees for the following reasons:

1. The employee's own illness or injury;
2. Medical or dental appointments for employee or immediate family member;
3. Providing care for a member of the immediate family where such member is ill or injured and who requires the care of the employee;

For using sick leave, "immediate family" shall include:

- The employee's child, which for purposes of this MOU means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- A spouse.

- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

. It shall be responsibility of each employee absent from duty to illness or injury to notify District at least two hours prior to the employee's start time. Employees with sole responsibility for opening a facility or starting a scheduled District activity are responsible for notifying the supervisor of their absence due to illness or injury far enough in advance to allow the supervisor to arrange for a substitute to perform these duties.

The District may require a statement from a medical doctor verifying the reason for absence due to illness or injury, or to care for an ill family member (as listed above) after two consecutive sick days. A doctor's statement may also be required stating that the employee is capable of returning to his or her normal duties. Accrued sick leave with pay will not be authorized or granted for periods in excess of accrued sick leave. Upon retirement, unused accrued sick leave will be credited to the employee according to the provisions of the District's contract with PERS.

4.7. SICK LEAVE PAYOUT OPTION

The sick leave payout option encourages and compensates those employees who do not fully utilize their sick leave benefit. Regular full-time employees of the District may choose the sick leave payout option upon termination of employment with the District. If the employee chooses this option, any unused sick leave up to a maximum of 320 hours will be compensated at 50% of the employee's current hourly rate of pay at termination of employment. Should an employee choose the sick leave payout option, any accrued sick leave paid for which an employee has been paid out will not be credited to the employee upon retirement. The employee has the option of requesting all accrued but unused sick leave be credited to their PERS retirement fund upon retirement.

4.8. CATASTROPHIC SICK LEAVE DONATIONS

The Catastrophic Sick Leave policy allows employees who have exhausted their leave credits and must miss work due to a prolonged illness or injury (including that of an eligible family member), or due to a natural disaster, to request catastrophic leave.

A catastrophic illness or injury is defined as an illness or injury that is serious and expected to incapacitate the employee or a member of the employee's family or household, and which creates a financial hardship because the employee has exhausted all eligible leave credits.

A natural disaster is defined as an act of nature, such as a flood or an earthquake, that has had an effect on the employee's principle residence and the Governor has declared a state of emergency in the county where the employee resides.

Employees may donate part of their accrued sick leave to any other employee of the District who exhausts their sick and vacation eave and is still incapable from the performance of their duties. Sick leave will be donated on an hour-for-hour basis. Sick leave donations shall be in writing and shall be signed by the employee donating the sick leave and specifying the employee to whom it is donated. Employees wishing to donate sick leave must maintain a minimum of 160 hours in their own sick leave bank.

All sick leave donations must be approved by the employees' supervisors and the District Administrator.

4.9. COORDINATION OF SICK LEAVE, SDI AND WORKER'S COMPENSATON BENEFITS

Coordination of Sick Leave, SDI and Worker's Compensation Benefits: A regular employee may coordinate accrued sick leave and vacation benefits with his or her worker's compensation or state disability insurance benefits. The District will pay up to 100% of the employee's gross salary until his or her previously accrued sick leave is exhausted.

1. For example: If disability insurance pays 75% of an employee's pay during a one-day absence, the employee may use accrued sick leave for the remaining 25%. The employee's accrued sick leave is therefore reduced by one-fourth of a day.
2. For a regular employee who is on a leave of absence entitled to benefits under workers' compensation, state unemployment disability, or other insured disability plan, the District shall continue to fund its share of the employee's medical and other insurance benefits during the period of time in which the employee, with the election to coordinate accrued leave as provided above, is receiving pay equal to his or her full salary. Thereafter, medical and other insurance benefits will continue during the leave only if (a) the employee pays his or her total insurance premium, including the District's share, and (b) such continuation coverage is allowed under the terms of the particular insurance plan.

4.10. WAITING PERIOD FOR WORKER'S COMPENSATION CLAIM

The District will pay the three (3) day waiting period for those employees who are not hospitalized or removed from work for more than fourteen (14) days due to a

work-related injury, before Workers' Compensation Benefits are paid.

4.11. MANAGEMENT LEAVE

In lieu of overtime compensation or CTO, exempt employees shall be provided 60 hours of Management Leave per fiscal year to accrue at a rate of 5.34 hours per month. Management Leave requests must be approved by the District Administrator before actual usage.

4.12. LEAVES OF ABSENCE

a. Unpaid Leaves unless Otherwise Provided

It is the District's policy to grant leaves of absence to regular full-time employees on a nondiscriminatory basis. Leaves of absence will be considered in cases of medical disability, pregnancy/paternity, personal emergency, military duty, jury duty, witness duty, bereavement, or other special circumstances. Unless specifically provided in these policies, all leaves of absence are available only on an unpaid basis.

b. Maximum Period of Leave

If special circumstances are required, the District Administrator may grant an employee a leave of absence not to exceed a period of four (4) months. A leave of absence for the District Administrator must be approved by the Board of Directors.

c. Leaves of Absence during Introductory Period

If an employee is absent due to an authorized leave of absence granted during the introductory period, his or her introductory period will be extended by the exact number of days that he or she is absent for such purpose.

d. Standards of Considering Granting Leaves of Absence

Subject to any applicable legal restriction, requests for leaves of absence will be considered on the basis of an employee's length of service, performance, responsibility level, the reason for the request, and the District's ability to obtain a satisfactory replacement for the employee during the time the employee will be away from work.

e. Returning from Leave of Absence

When an employee is placed on a leave of absence, an effort will be made to hold the employee's position open for the period of the approved leave. However, due to business needs, there will be times when positions cannot be held open. Accordingly, unless required by law, it is not possible to guarantee reinstatement following each leave of absence.

In the event that an employee's former position cannot be held open and is unavailable when the employee is ready to return in a timely manner from an approved leave, effort will be made to place the employee in a comparable position for which the employee is qualified. If such a position is not available, the employee will be offered the next such position for which the employee is qualified that becomes available. Employees who do not accept such a position offered by the District will be considered to have voluntarily resigned, effective the date such refusal is made.

f. Benefits During Unpaid Leave

Employees on unpaid leaves of absences do not accrue vacation or sick leave benefits. The period that an employee is on unpaid leave of absence is not considered time worked for purposes of determining eligibility for or the amount of any benefit provided by the District.

When an employee returns from an unpaid leave of absence, the eligibility and accrued dates for all benefits for which the employee is eligible will be adjusted to reflect the period of such leave. If a paid holiday falls during the period an employee is on unpaid leave of absence, the employee will not be eligible for holiday pay.

g. Discretion of District Administrator

Notwithstanding any provisions of this policy, and subject to the provisions of applicable law, all leaves of absence are granted at the sole discretion of the District Administrator, with the exception of leaves granted to the District Administrator, which shall be granted at the sole discretion of the Board of Directors.

h. Misrepresentation Regarding Leaves

Misrepresenting reasons for applying for a leave of absence may result in disciplinary actions, including termination.

i. Failure to Return after Leave

If an employee accepts other employment or fails to return to work on the next regularly scheduled work day following the expiration of his or her leave, the employee will be deemed to have voluntarily terminated his or her employment. An employee will not be granted leave to engage in business or try out a new job.

j. Absent Without Leave

An employee absent without leave, for more than three (3) working days may be deemed to have voluntarily resigned from his or her employment with the District.

k. Medical Leave of Absence

Employees who are temporarily unable to perform their usual and customary work due to a personal illness or injury, including but not limited to work related injuries, will normally be granted a medical leave of absence. Medical leaves, if granted, will normally be granted on the basis of a physician's written statement that an employee is no longer able to work due to the medical disability. An employee who plans to take a medical leave must provide the District Administrator reasonable notice of the date the leave will commence, the estimated duration of the leave, and the date on which it is expected that the employee will return to work. When an unplanned medical situation or emergency occurs that does not allow the employee to provide advance notification of the need for medical leave, the employee must notify the District of the situation within three (3) working days of an absence.

Normally, the maximum length of leave that will be granted for any medical disability is four (4) months. Employees returning to work after any medical disability leave must have a written release from a physician verifying that they are able to return to work and safely perform their duties.

During such a medical leave of absence, an employee may use any accrued sick leave benefits, vacation benefits, and/or leave without pay. The District will continue to pay the employee's health insurance premium for up to a maximum of four (4) months, provided the employee is receiving his or her full salary. For purposes of this policy "four (4) months" means eighty-eight (88) working days. Any coverage beyond this maximum is the sole responsibility of the employee. The employee must make arrangements to pay the cost of such coverage.

Employees who return to work at the end of a medical leave of absence will be returned to work at their former position if available, or will be offered the first available opening for which they are qualified. An employee who fails to report to work for the same or comparable position at the end of an approved leave will be deemed to have voluntarily resigned.

I. Pregnancy Disability Leave

The District provides female employees with job-protected unpaid leave, up to four months or 17.3 weeks, for disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, “four months” mean the number of days the employee would normally work within four calendar months (one-third of a year equaling 17.3 weeks), if the leave is taken continuously, following the date the pregnancy leave commences.

The District also provides reasonable accommodations, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to an employee’s request, if such a transfer is medically advisable. Employees requesting a leave or reasonable accommodation should promptly notify their supervisor and the Administrative Services Manager.

1. Eligibility

All employees who experience disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth) may request leave or a reasonable accommodation under this policy.

2. Use of accrued paid leave

Accrued paid sick leave must be used concurrently with leave taken under this policy. If SDI benefits have begun, the employee may choose to supplement those benefits with accrued paid sick leave. Paid sick leave and SDI benefits combined may not exceed 100% of regular pay.

Additionally, employees may choose to use accrued paid leave (such as vacation or paid time off), concurrently with some or all of the leave under this policy. To receive paid leave, eligible employees must comply with the District’s normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice). If SDI benefits are being paid, accrued paid leave and SDI payments combined may not exceed 100% of pay.

3. Maintenance of health benefits

The District will continue to pay the employee’s health insurance premiums as provided for in these Personnel Policies during the period of Pregnancy-Disability Leave for a maximum of four (4) months, defined as 17.3 weeks or eighty-eight (88) working days. However, the cost of dependent coverage and/or cost of any premium normally borne by the employee will remain the sole responsibility of the employee. The employee must make arrangements to pay the cost of such coverage before the leave begins. A failure by the employee to make

arrangements for the cost of the premium for which he or she is responsible may result in termination of health benefits.

4. Procedures

When seeking leave or a reasonable accommodation under this policy, an employee must provide the Administrative Services Manager with the following:

As soon as practicable and if possible prior to commencing leave, a statement from his or her health care provider supporting the request for leave or reasonable accommodation. The statement should confirm that the requested leave or reasonable accommodation is based on a pregnancy-related disability, and if the statement is provided in support of a leave request, the statement should include an anticipated start and end date. An employee must also supply periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.

5. Employer responsibilities

To the extent required by law, the District will inform employees whether they are eligible for leave under this policy. Should employees be eligible for leave, the District will provide eligible employees with a notice that specifies any additional information required, as well as their rights and responsibilities.

As detailed in the California Family Rights Act (CFRA)-Family and Medical Leave Act (FMLA) Policy, the District will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against employees' leave entitlements. If employees are not eligible for FMLA leave, the District will provide a reason for the ineligibility.

Additionally, the District will engage in an interactive process with employees who request a reasonable accommodation under this policy.

6. Job restoration

Upon returning from leave, employees will typically be restored to their original positions or to equivalent positions with equivalent pay, benefits, and other employment terms and conditions.

Failure to return after leave

If an employee fails to return to work as scheduled after leave under this policy, or if an employee exceeds the leave entitlement, the employee will be subject to the District's other applicable leave of absence, accommodation and attendance policies. This may result in termination if the employee has no other leave available to her that applies to the continued absence.

m. Parental Leave

1. Regular full-time employees who are having or adopting a baby are entitled to four (4) months of leave. The leave may be used for child care after the child is born, or, for a female employee, for disability due to pregnancy, child birth or related medical condition. This leave can be a combination of vacation, sick leave, and/or leave without pay. For the purposes of this policy, four (4) months means 17.3 weeks or eighty-eight (88) working days.
2. Any leave taken during pregnancy is considered parental leave, unless designated differently by the District Administrator.
3. The District will continue to pay the employee's health insurance premiums as provided for in these Personnel Policies during the period of Pregnancy-Disability Leave for a maximum of four (4) months, defined as 17.3 weeks or eighty-eight (88) working days. However, the cost of dependent coverage and/or cost of any premium normally borne by the employee will remain the sole responsibility of the employee. The employee must make arrangements to pay the cost of such coverage before the leave begins. A failure by the employee to make arrangements for the cost of the premium for which he or she is responsible may result in termination of health benefits.
4. Parental leave may be taken for any the following reasons:
 - To bond with a newly born child.
 - To bond with a child placed with the employee for adoption or foster care.
 - In the case where both parents are employed by the District and are otherwise eligible for leave, the combined total leave amount for both employees may not exceed 17.3 weeks.
5. Parental leave will be provided in addition to any entitlement of pregnancy disability leave (PDL) due to an employee's own pregnancy-related disability.
6. Parental leave must be concluded within 12 months of the child's birth, adoption or foster care placement.
7. Intermittent Leave

Eligible employees may take parental leave in at least two-week increments, with shorter increments allowed on two occasions. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the District's operations. Intermittent leave is permitted in intervals of at least one hour, or at the same intervals as provided in the District's sick leave and vacation policy, whichever increments are smaller.

8. Use of Accrued Paid Leave

Employees may choose to use accrued paid leave (such as sick leave, vacation or PTO) concurrently with some or all of their parental leave. To use paid leave concurrently with parental leave, eligible employees must comply with District's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice).

Employees may also apply for California's Paid Family Leave insurance benefits through the California Employment Development Department (EDD).

9. Maintenance of Health Benefits

If employees and/or their families participate in the District's group health plan, the District will maintain coverage during parental leave on the same terms as if an employee had continued to work. If applicable, an employee must make arrangements to pay his or her share of health plan premiums while on leave. In some instances, the District may recover premiums it paid to maintain health coverage or other benefits for the employee and/or his or her family. Use of parental leave will not result in the loss of any employment benefit that accrued prior to the start of leave under this policy. Employees should consult the applicable plan document for information regarding eligibility, coverage and benefits.

The District may recover the premium amount that it paid as required by this section for maintaining coverage for the employee under the group health plan, if both of the following conditions occur:

- The employee fails to return from leave after the period of leave to which the employee is entitled has expired.
- The failure of the employee to return from leave is for a reason other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee.

10. Procedures

When seeking leave under this policy, employees must provide the Administrative Services Manager the following:

- Reasonable advance notice of the need to take parental leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with the District's normal call-in procedures, absent unusual circumstances.
- Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.
- Failure to comply with the foregoing requirements may result in delay or denial of leave or disciplinary action, up to and including termination.

11. Employer Responsibilities

To the extent required by law, the District will inform employees whether they are eligible for leave under the New Parent Leave Act. Should employees be eligible for parental leave, the District will provide eligible employees with a notice that specifies any additional information required as well as the employee's rights and responsibilities. The District will also inform employees if leave will be designated as New Parent Leave Act-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. A notice of guarantee of employment and reinstatement to the same or a comparable position will be provided. If an employee is not eligible for parental leave, the District will provide a reason for the ineligibility.

12. Job Restoration

Upon returning from parental leave, an employee will typically be restored to his or her original position or to a comparable position with equivalent pay, benefits and other employment terms and conditions.

13. Failure to Return After Parental Leave

If an employee fails to return to work as scheduled after parental leave or if an employee exceeds the 17.3-week parental leave entitlement, the employee will be subject to the District's other applicable leave of absence, accommodation and attendance policies. This may result in termination if the employee has no other District-provided leave available

to her or him that applies to the continued absence. Likewise, following the conclusion of parental leave, the District's obligation to maintain the employee's group health plan benefits ends (subject to any applicable COBRA and CAL-COBRA rights).

n. Family Care Leave

The District will conform to the California New Parent Leave Act of 2017, the California Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993. The District's objective is to promote stability and economic security in the families of its employees by providing family care leave for regular full-time employees.

- To be eligible for leave, an employee must have (a) worked for the District at least 1,250 hours during the 12 months immediately preceding commencement of the leave, (b) worked for the District for at least 12 months, which need not be consecutive, and (c) be employed at a worksite where the District employs at least 20 employees within 75 miles of the worksite . An approved leave can be any combination of leave time and/or leave without pay.
- Pregnancy disability leave runs concurrently with any family care and medical leave under federal law taken for disability arising from pregnancy, childbirth or related medical conditions, but pregnancy disability leave and family leave under state law do not run concurrently. If the female employee also is approved for family leave under state law, the employee may be entitled to take both a pregnancy disability leave and a state family leave for reason of the birth of a child.
 1. Approved family care and medical leave and pregnancy leave will be provided pursuant to applicable federal and state laws. If there is any conflict between this District policy and federal or state law, the law shall govern.
 2. Family Care and Medical Leave can be taken in one or more periods and may not exceed a total of twelve workweeks during a twelve (12) month period.
 3. The District will continue to pay an employee's health insurance premiums for the duration of the Family Care and Medical Leave, not to exceed twelve (12) workweeks during a twelve (12) month period. The cost of dependent health coverage normally borne by the employee will remain the sole responsibility of the employee.
 4. Family Care-Medical Leave means any of the following:
 - a. Leave to care for an immediate family member (spouse, child or parent) of the employee if such immediate family

member has a "serious health condition";

- b. Leave because of an employee's own "serious health condition" that makes the employee unable to perform the functions of the position of that employee;
- c. Leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with adoption or foster care of the child.
- d. A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves (i) an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (ii) continuing treatment by a health care provider consisting of treatment two or more times for a condition which causes a period of incapacity of more than three consecutive calendar days.
- e. Leave for any "qualifying exigency" (as defined by federal regulation) because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- f. An employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member.
- g. An employee requesting Family Care and Medical Leave because of his or her own serious health condition must provide medical certification from the appropriate healthcare provider to the District that such serious health condition precludes the employee from performing either his or her regular job duties or any part-time and/or light work duties offered the employee by the District, if available. An employee requesting Family Care and Medical Leave because of a close family member's serious health condition must provide medical certification from the appropriate health care provider to the District that the employee's care rendered for the relative's serious health condition is medically necessary. Failure to provide the required certification in a timely manner may result in denial of the leave request until such certification is

provided.

If the District has an objective, good faith reason to doubt the medical certification supporting the leave because of the employee's own serious health condition, the District may request a second opinion of a healthcare provider of its choice, paid for by the District.

Medical re-certification may be required if leave is sought after expiration of the time for leave initially estimated by the healthcare provider. Failure to submit such required re-certification can result in termination of the leave.

- h. A leave taken due to a “qualifying exigency” related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member’s health care provider.

o. Bereavement Leave

In the event of a death in the immediate family of a regular full-time employee who has completed his or her introductory period, a leave with pay will be granted for a period of three (3) consecutive scheduled work days for the purpose of making arrangements for or to attend the funeral. Immediate family is defined as spouse, registered domestic partner children, sister, brother, mother, father, legal guardian, legal dependent, current mother or father in-law, grandparents, grandchildren, or persons currently in a relationship with the employee substantially similar to a spousal relationship.

Special arrangements for longer periods may be approved by the District Administrator for long distance travel or other unusual circumstances.

p. Jury and Witness Duty

It is the District’s policy to enable its employees to fulfill their civic obligations. If an employee is called to serve on jury duty or is required by law to appear as a witness, the employee is required to notify the District Administrator immediately. All regular full-time employees will be paid their regular wages while on jury or witness duty up to a maximum of twenty (20) working days each calendar year. Any time spent in jury or witness duty thereafter will not be compensated by the District. Any fees received by the employee for such services shall be endorsed over to the account of the District.

q. Military Leave

Military Service Leave (USERRA) and California Military & Veterans

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and other federal and state laws provides for certain leave of absence rights if you are called to active duty military service. In accordance with federal and state law this leave allows for five years of leave time and reinstatement rights. Under USERRA, employees returning from military service will be placed in the position they would have attained had they remained continuously employed, or a comparable position depending upon the length of military service. This leave is unpaid, but job protected and benefit protected.

Leave may also be available under the California Military & Veterans Code, if you are ordered to military service, including temporary military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or similar activities. The leave is unpaid, but job protected and benefit protected, with full reinstatement rights. In certain situations, public employees may be eligible for civilian pay, based upon specific eligibility requirements.

Employees who enter the armed forces of the United States will be granted leaves of absence in accordance with federal and state laws governing such leaves. Employees in the armed forces who require time off for military service may request a leave of absence for up to four (4) months per year. An employee who is granted a military leave of absence by the District Administrator may use any accrued vacation benefits or leave without pay. The District will continue to pay the employee's medical insurance coverage during military leave for up to a maximum of four (4) months. The cost of dependent coverage normally borne by the employee will remain the sole responsibility of the employee. The employee must make arrangements to pay the cost of such coverage before the leave begins.

Employees who require a military leave must notify the District Administrator in writing of the need of such a leave as soon as the employee learns that they require time off for military service and must receive written approval from the District Administrator.

Employees who return to work at the end of a military leave of absence will be returned to work at their former position, if available, or will be offered the first available opening in a comparable position for which they are qualified. Such employees will be credited with all service prior to the commencement of their military leave, but not for the period of their leave. An employee who fails to report or work for the same or a comparable position at the end of an approved leave will be deemed to have voluntarily resigned.

Military Spouse Leave

This applies to employees whose spouses are members of the United States Armed Forces, National Guard or the Reserves, and who have been deployed during a period of military conflict. The District will provide any eligible employee under this policy an unpaid leave of absence during their spouse's leave from deployment for up to 10 days. To be eligible for leave under this policy, employees must work an average of at least 20 hours per week. Employees must notify their supervisor/manager of the intent to take leave as far in advance as possible, but no later than two business days after receiving official notice that the spouse will be on leave from deployment. We may ask for written documentation certifying that the spouse will be on a qualifying leave from deployment. This leave is unpaid, but an employee may choose to use accrued vacation or CTO leave.

r. Personal Leave

Personal leaves of absence may be requested by regular full-time employees and may be granted in the sole discretion of the District Administrator to enable eligible employees to receive extended time away from work to handle personal obligations without incurring any break in continuity of service. A personal leave may not be taken for the purpose of changing jobs or professions.

Employees who require a leave of absence for personal reasons must notify the District Administrator in writing of the need for such a leave and must receive written approval from the District Administrator. An employee who is granted a personal leave of absence may use any accrued vacation benefits and/or leave without pay. The maximum period for a personal leave is four (4) months. The District will continue to pay the employee's health insurance premium for up to a maximum of four (4) months, provided the employee is receiving his or her full salary. The cost for medical coverage during any period of time the leave of absence is unpaid shall be the responsibility of the employee. The cost of dependent coverage normally borne by the employee will also remain the sole responsibility of the employee. The employee must make arrangements to pay the cost of coverage before the leave begins.

s. Waiting Period for Workers' Compensation Claim

For a job-related illness or injury requiring a leave of absence and not involving hospitalization, the district will pay the employee's regular wages during three (3) day waiting period before Workers' Compensation temporary disability benefits are paid.

t. Domestic Violence, Sexual Assault and Stalking Leave

Employees who are victims of domestic violence, sexual assault, or stalking are eligible for unpaid leave. Leave may be requested for judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child, or for medical treatment or psychological counseling related to an experience covered by this policy. The District will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

This is an unpaid leave, employees can choose to use any available leave. Domestic violence, sexual assault and stalking victims' leave for medical treatment or counseling services will run concurrently with FMLA-CFRA, allowing for 12 weeks in a 12-month period, less any previous FMLA-CFRA time taken.

The District provides reasonable accommodations, to the extent required by law, for employees under circumstances where domestic violence or stalking requires security measures or time off to obtain resources or services. Reasonable accommodations may include a temporary transfer, modified schedule, changed work telephone or email, installed lock, assistance in documenting domestic violence or stalking that occurs in the workplace or other safety procedures. The District will implement reasonable accommodations that do not create an undue hardship. The District will also take all necessary and appropriate steps to prevent any form of actual or threatened retaliation against an employee who takes time off or requests other reasonable accommodations under this policy. If reasonable accommodations are required, contact the Administrative Services Manager.

u. Crime Victims' Leave

An employee who is themselves a victim or who is the immediate family member (Spouse, Registered Domestic Partner, Child/Step Child, Child of a Registered Domestic Partner, Parent/Step Parent, or Sibling/Step Sibling) of a victim of a violent felony or serious felony, as defined in the California Labor Code and Penal Code, may take time off to appear in court to attend judicial proceedings related to the crime. For the purposes of this policy, judicial proceeding includes any court proceeding where the crime victim's rights are in issue, including a delinquency proceeding involving a post-arrest release decision, plea, sentencing or post-conviction release decision.

Employees can use any available leave; otherwise any absence from work to attend judicial proceedings will be unpaid.

v. School Appearance Leave

Employees may need to appear at his/her child's school in connection with disciplinary action by the school. This is an unpaid leave, employees can choose to

use available vacation or CTO leave. Documentation from the school noting the date and time of your visit is required.

w. School and Child Care Activities Leave

Parents, guardians, or grandparents of a child in kindergarten, grades 1-12, or a licensed day care center may wish to take time off without pay to visit his/her child's school or day care center for a school activity. The time off must not be more than eight hours each calendar month (up to a maximum of 40 hours each calendar year), provided reasonable notice is given for the planned absence.

This is an unpaid leave, employees can choose to use available vacation or CTO leave. For scheduled events, employees should provide reasonable advance notice. In emergencies, the District asks that employees provide at least one day notice or call before the beginning of the work day.

x. Child Care Emergencies

An employee (parent, step parent, legal guardian or person who stands in loco parentis to a child) may use unpaid time off for a "child care emergency," which is defined as:

- The school or child care provider has requested that the child be picked up or has an attendance policy excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
- Behavior or discipline problems;
- Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
- Natural disaster, including but not limited to fire, earthquake, or flood.

All time off for child care emergencies is unpaid. An employee can choose to use accrued unused vacation or CTO leave.

y. Volunteer Civil Service Leave

Time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel (an officer, employee, or member of a fire department, fire protection, or firefighting agency of the federal government, state of California, or other local governments, or other special districts; an officer of a sheriff's department, police department, or private fire department).

A total of 14 days per calendar year, to engage in fire, law enforcement or emergency rescue training is also allowed.

All time off to serve is unpaid. An employee can choose to use accrued unused vacation or CTO leave.

z. Volunteer Civil Air Patrol

A volunteer member of the California Wing of the civilian auxiliary of the U.S. Air Force Civil Air Patrol, responding to an emergency operation mission is entitled up to 10 days of leave per year. However, the leave for a single emergency mission cannot exceed 3 days, unless the emergency is extended by the entity in charge of the operation.

All time off to serve is unpaid, an employee can choose to use accrued unused vacation or CTO leave.

aa. English Literacy Programs

If you identify an English literacy challenge, for which you are enrolling in an English literacy course, we will seek to accommodate your work schedule (subject to make-up or alternate work schedules as allowed by law) as long as it does not unduly burden the workplace or our operations.

All time off needed for literacy programs is unpaid. Employees, however, may use accrued vacation or CTO leave during the period of work missed to attend literacy classes.

ab. Rehabilitation Leave

The District is committed to providing assistance to employees to overcome substance abuse problems. The District will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation or treatment program. This accommodation may include unpaid time off for up to 30 calendar days, or an adjusted work schedule, provided the accommodation does not impose an undue hardship on business operations. Leave is unpaid but an employee may choose to apply accrued unused vacation or CTO leave.

In certain circumstances, and with a Health Care Provider's Certification, substance abuse may be a serious health condition under the California Family Rights Act (CFRA). If properly certified and authorized as CFRA leave, an employee must use sick leave in accordance with the terms and conditions of CFRA leave described in this Handbook.

ac. Time off for Voting

If an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may, without loss of pay, take off up to two hours of working time to vote. The time off must be taken at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. An employee requesting time off to vote shall give his or her supervisor at least two days notice.

Non-Retaliation Policy

The District prohibits any form of interference or retaliation for reporting requesting a leave of absence or job-protected time off, or for taking an authorized leave of absence. This includes actual or threatened retaliation, refusal or delay in reinstatement for an employee returning from authorized leave, or unwarranted negative performance evaluations or discipline related to an employee having taken leave during the appraisal period. The District will investigate reports or complaints about retaliation or leave interference and will take immediate and appropriate corrective action for substantiated acts of retaliation or leave interference. Violations of this policy will result in disciplinary action, up to and including termination.

ARTICLE 5. HOLIDAYS

5.1. HOLIDAYS

Eight (8) hours of paid leave shall be granted to all Regular Full-Time Employees and four (4) hours of paid leave shall be granted to all Regular Part-Time Employees for each of the following days:

New Year's Day	January 1
Martin Luther King Day	January – Third Monday
Washington's Birthday	February – Third Monday
Memorial Day	May – Last Monday
Independence Day	July 4
Labor Day	September – First Monday
Veteran's Day	November 11
Thanksgiving Day	November – Fourth Thursday
Day after Thanksgiving	November – Fourth Friday
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Floating Holiday (Employees may take one day off with pay as a floating holiday during each fiscal year from July 1 to June 30. The floating holiday is credited to the employee upon date of hire, but may not be used until completion of six months of continuous service. This holiday may not be accumulated from year to year.) Regular Part-Time Employees shall receive 4 hours of Floating Holiday pay during during each fiscal year from July 1 to June 30.

Holidays that fall on a Saturday shall be observed on the preceding Friday, and Holidays which fall on a Sunday shall be observed on the following Monday. Paid Holidays are observed only the day designated by the District for pay purposes. Employees may not elect to observe the paid Holiday on another day.

When a holiday lands on an hour employee's regular day off and the employee does not work, the employee will accrue Holiday-in-Lieu hours. Holiday-in-Lieu hours can be taken on an hour for hour basis and must have prior approval from the supervisor before scheduling the holiday-in-Lieu hours. However, the Holiday-in-Lieu hours must be used within 90 days after the holiday for which it was earned.

5.2. HOLIDAY PAY

Temporary and seasonal employees working the holiday will receive straight time. Temporary and seasonal employees working in excess of eight hours on a holiday shall be entitled to the District's time and a half policy for hours worked in excess of eight hours.

Regular Full-Time Non-Exempt and Regular Part-Time employees working on a holiday will receive double time for the entire number of hours worked.

5.3. GRIEVANCE PROCEDURE

The purpose of this policy is to provide a procedure by which employees may formally claim that he/she has been affected by a violation, misapplication, or misinterpretation of a law, District policy, rule, regulation, or instruction.

Specifically excluded from the grievance procedure are subjects involving the amendment of state or federal law; District Board of Directors resolutions, ordinances, or minute orders, including Board decisions regarding wages, hours and terms and conditions of employment.

Grievance Procedure Steps:

1. Level I - Preliminary Informal Resolution:

Any employee who believes he/she has a grievance shall present the evidence thereof orally to his/her immediate supervisor within 14 working days after the employee knew, or reasonably should have known, of the circumstances which form the basis for alleged grievance. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten working days after the presentation of such evidence. If the immediate supervisor decides to take no action, the employee must be given a full explanation of the reasons for that

decision, within ten working days. It is the intent of this informal meeting that at least one personal conference be held between the employee and the immediate supervisor.

2. Level II - District Administrator:

If the grievance has not been resolved at Level I, the grievant must present his/her grievance in writing on a form provided by the District to the District Administrator or his/her designee within ten working days after the supervisor's response to the grievance in Level I. In the event the grievance involves the District Administrator, the grievance should be presented to the Human Resources/Policy Coordinator.

a) The statement shall include the following:

- (1) A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction alleged to be violated, misapplied or misinterpreted;
- (2) the circumstances involved;
- (3) All known parties;
- (4) The decision or communications provided by the immediate supervisor or other supervisors and/or managers at Level I;
- (5) The specific remedy sought.

b) The District Administrator or designee shall communicate his/her decision within ten (10) days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest. Within these time limits, either party may request a personal conference with the other. If in the sole discretion of the District Administrator it is determined that additional time is necessary to consider the matters in the grievance, the District Administrator shall notify the grievant of the additional time required.

3. Level III - Board of Directors:

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing on a form provided by the District to the District's Board of Directors within ten days after date of the written decision in Level II. The statement shall include a copy of the original grievance; a copy of the written decision by the District Administrator or designee; and a clear, concise statement of the reasons for the appeal to Level III.

The Board of Directors, as soon as possible at a regular monthly or special meeting of the Board, shall schedule a hearing to formally receive the written grievance

and the answers thereto at each step and to hear evidence regarding the issue or issues. The Board of Directors shall hear the grievance, prepare a record and adopt a written decision which includes findings of fact and, if applicable, conclusions of law.

4. Basic Rules:

- a. If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered resolved.
- b. By agreement in writing, the parties may extend any time limitation of the grievance procedure. The District Administrator will notify the grievant if he/she cannot respond to the grievance within the time limits provided for herein.
- c. The District Administrator may suspend grievance processing on a District-wide basis in an emergency. Employees covered by this policy may appeal this decision to the Board of Directors.
- d. A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file.

ARTICLE 6. HEALTH AND WELFARE

6.1. MEDICAL/DENTAL INSURANCE

Regular Full-Time Employees who have dual health coverage through a significant other may opt to be excluded from the District's health/dental plan. Regular Full-Time Employees employed by the District may receive monthly payments according to the following schedule:

- \$135.00 per month for health coverage alone
- \$155.00 per month for health and dental coverage

All regular full-time employees are eligible to participate in the District's health and insurance plan starting on the first day of the month following 30 days of regular full-time employment. The District will pay for a portion of the premium for the employee and dependent health insurance. The District will adjust the amount annually to cover the average increase in the cost of health plans up to a maximum of the average cost of the health plans provided by CalPERS available to the District as a contracting agency, excluding the highest and lowest plans, and not to exceed 7%. Any costs not covered by the District are the responsibility of the employee and are paid through payroll deductions. The maximum amount allowed will be calculated for each of the categories of coverage (for example employee only, employee plus 1, employee plus two or more). Each year, the maximum will be recalculated using the formula above to identify the appropriate dollar amount to be used as the cap.

In the event an employee elects a medical and/or dental plan offered by the

District that has premiums in excess of the amounts set forth above, the employee will be responsible for the difference. The employee must make the necessary arrangements with the appropriate person in the Human Resources Department to have the difference in premiums deducted from his or her paycheck. A failure to make such arrangements for payment can result in termination of the employee's health benefits.

The District shall maintain benefits at the levels identified above during the two (2) year term of this agreement, unless negotiated otherwise in mutual agreement with the Board of Directors and the Employee Association.

ARTICLE 7. MISCELLANEOUS

7.1 TELECOMMUTING

Where feasible, the District Administrator shall identify projects, tasks or workloads that can be accomplished by Telecommuting. Once identified, the District Administrator or his/her designee may assign such duties to appropriate staff. Calling in sick and stating that you will be working from home is not considered obtaining advance approval.

During working hours, your at-home workspace will be considered an extension of The District's workspace. Therefore, workers' compensation benefits may be available for job-related accidents that occur in your at-home workspace during working hours. All job-related accidents will be investigated immediately.

7.2 TUITION/TRAINING

Employees of the District are encouraged to pursue educational opportunities that are related to their present work, which will prepare them for foreseeable future opportunities with the District, or which will prepare them for future career advancement. The District will pay for training classes that are approved in advance in writing. Approval must be obtained from both the direct supervisor and the District Administrator prior to attending such training classes. Any such educational opportunities are voluntary and not required by the District. The employee will not be compensated for his or her time if the conference and/or seminar is not during working hours.

7.3 PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the District employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of Fair Oaks Recreation and Park District. The Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its

members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slowdown or picketing (hereinafter collectively referred to as work stoppage) in any office or department of the District, nor to curtail any work or restrict any production, or interfere with any operation of the District. Nor will this organization recognize the strike, job action or picket lines of any other organization. In the event of any such work stoppage by any member of the bargaining unit, the District shall not be required to negotiate on the merits of any dispute that may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage, during the term of this Memorandum of Understanding, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the District. In the event of any work stoppage the Association has not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the District shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the District shall have the right to seek full legal redress, including damages, as against any such employee.

7.4 DISTRICT PERSONNEL RULES

Except as modified by this MOU, the District Personnel Policy Manual, and/or other policies, procedures, regulations and/or current law, shall apply to all situations.

7.5 FULL UNDERSTANDING MODIFICATION

This MOU sets forth the full and entire understanding regarding the matters set forth herein and any other prior existing understandings or agreements relating to such matters are hereby superseded or terminated as appropriate. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives their rights to negotiate, and agrees that the other party should be required to negotiate with respect to any matter covered herein during the term of this MOU. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding on the parties, unless made and executed in writing by all the parties hereto.

7.6 SEPARABILITY

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and

effect.

ARTICLE 8. TERM

8.1. TERM OF MOU

The term for commitment between the District and the Employees Association specific to the details contained in this MOU shall end June 30, 2021. The only exception shall be for the negotiations specific to COLA increases as outlined in Section 3.1 above. All provisions of this MOU shall be effective upon the date all parties execute an Agreement incorporating the MOU unless otherwise noted and approved by the appropriate parties.

ARTICLE 9. ACCEPTANCE OF MEMORANDUM

9.1. INTEGRATION

This MOU constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations, or agreements, either oral or written, that may be related to the subject matter of this MOU, except those other documents that are expressly referenced in this MOU.

9.2. WAIVER

The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this MOU shall not be deemed a waiver with respect to any subsequent default or matter.

9.3. AMENDMENT

This MOU may be modified or amended only by a subsequent written MOU or agreement approved and executed by both parties.

FAIR OAKS RECREATION AND PARK DISTRICT

Dated: July 15, 2020

By: _____
Delinda Tamagi
Chair, Board of Directors

By: _____
Michael J. Aho
District Administrator

FAIR OAKS RECREATION AND PARK EMPLOYEES ASSOCIATION

Dated: July 15, 2020

By: _____
Dave Knighton, President

By: _____
Matt Trevino, Vice-President

By: _____
Chelsey Adams, Treasurer

By: _____
Paula Lucas, Secretary