

# Personnel Policies and Procedures Manual



## Introduction and Purpose

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This manual contains the Orange County Sanitation District's Board of Directors' Personnel Policies and Procedures; the terms, conditions, rules and regulations of employment and consolidates all into one reference document. Accordingly, these policies and procedures, as adopted by the Resolution of the Board of Directors, supersede any and all prior Board resolutions and actions that are inconsistent with these policies and procedures, unless otherwise specified herein.

The Board of Directors' Personnel Policies and Procedures manual does not constitute a contract of employment. To the extent these policies and procedures are inconsistent with any term or provision of an individual employment agreement or Memorandum of Understanding, the term or provision of the employment agreement or Memorandum of Understanding shall govern.

These updated policies and procedures should increase our mutual understanding of expectations and minimize the making of personal decisions on matters of Agency-wide policy. As Federal and State Laws are introduced and/or amended, those laws shall supersede OC San Personnel Policies. OC San employees can assist in keeping policies and procedures relevant to our needs by notifying the Human Resources Department with your suggestions for improvement. Such a free exchange of information and ideas will help make the OC San a better place to work.

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 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 1.1</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Harassment &amp; Discrimination</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to provide a working environment for all employees, contractors, interns, volunteers, and temporary workers that is free of harassment and discriminatory behavior, whether based on race, color, religion, sex (including pregnancy, childbirth, and breastfeeding), sexual orientation, age, national origin, ancestry, actual or perceived disability, medical condition, genetic information, military and veteran status, marital status, gender, gender identity, gender expression, exercise of rights relating to any legally-provided leave of absence, or any other legally protected basis.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all Orange County Sanitation District (OC San) employees, applicants, and all persons who perform services for the OC San, including interns, volunteers, and persons working under contract.

## 3.0 DEFINITIONS

- 3.1 Discrimination is the unfavorable or unfair treatment of a person in the work environment, based on a legally protected class.
- 3.2 Harassment includes premising the granting or denial of employment benefits on the acceptance of unwanted verbal or physical conduct or verbal, physical or visual conduct based on a legally protected class that is so severe and/or pervasive that it creates a hostile or abusive working environment, and interferes with an employee's ability to do his or her job.
- 3.3 Legally Protected Class includes race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, and breastfeeding), gender, gender identity, gender expression, age (40 years or older), sexual orientation, military and veteran status, and exercise of rights relating to any legally-provided leave of absence.
- 3.4 Sex includes, but is not limited to, pregnancy or medical conditions related to pregnancy, childbirth or medical conditions related to childbirth, breastfeeding or medical conditions related to breastfeeding. "Sex" also includes, but is not limited to, a person's gender.
- 3.5 Sexual Harassment may involve the behavior of a person of either sex against a person of the opposite or same sex, and occurs when such behavior constitutes unwelcome sexual advances, unwelcome requests for sexual favors, and other unwelcome verbal, physical, or visual behavior of a sexual nature where:

- 3.5.1 Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's current or future employment;
- 3.5.2 Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual's welfare; or
- 3.5.3 Such conduct has the purpose or effect of substantially interfering with an individual's welfare or work performance, or creates an intimidating, hostile, offensive, and/or demeaning work environment.
- 3.5.4 Prohibited acts that constitute sexual harassment may take a variety of forms.

#### **4.0 POLICY**

- 4.2 OC San does not tolerate any form of harassment or discrimination and is committed to providing a work environment that is free of harassment and discrimination.
- 4.3 OC San is an Equal Opportunity Employer, and does not discriminate against any person in matters of employment, application for employment, participation in programs and benefits, or in the application of rules and regulations with regard to any legally protected class.
- 4.4 All OC San employees, contractors, interns, volunteers, and temporary workers are expected to support and comply with this policy. Any supervisor or manager observing or knowing of a harassing situation shall take immediate action to stop it and report the matter.
- 4.5 Supervisory and management personnel who receive reports of harassment or discrimination are expected to take all such complaints seriously, report the complaint to the Director of Human Resources, and take immediate steps to implement this policy in accordance with the provisions contained herein.
- 4.5 OC San will also take reasonable steps to prevent or eliminate reported discrimination or harassment by non-employees, including vendors and contractors, who are likely to have workplace interactions with employees.
- 4.6 No employee shall be subjected to any form of retaliation for reporting any violation of this policy when it is reported truthfully and in good faith. A report is made in good faith when the complainant reasonably believes there is a violation of policy.
- 4.7 Hostile Work Environment An environment may be hostile if unwelcome behaviors, sexual or other, are directed specifically at an individual or if an individual witnesses unlawful harassment in his/her immediate surroundings.
- 4.8 **Examples of Prohibited Behavior**
  - 4.8.1 Examples of the kinds of conduct that may constitute harassment when based on a legally protected class as defined in this policy include but are not limited to:
    - 4.8.1.1 Verbal conduct such as racial epithets, demeaning comments of a personal nature, derogatory jokes, slurs, yelling, screaming, intimidation, threats or stereotypical statements.

- 4.8.1.2 Patronizing or ridiculing statements that convey derogatory attitudes about a particular gender.
  - 4.8.1.3 Displaying or distributing posters, cartoons, computer graphics or electronic media transmissions containing material that could be viewed as offensive.
  - 4.8.1.4 Physical contact such as assault, unwanted touching, blocking normal movement, pushing or interfering with work because of sex, race or any other protected basis.
  - 4.8.1.5 Retaliation for having reported or threatened to report harassment.
- 4.8.2 Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:
- 4.8.2.1 Unwelcome sexual propositions, invitations, solicitations, flirtations and gestures.
  - 4.8.2.2 Threats or insinuations that a person's employment, wages, promotional opportunities, or other conditions of employment may be adversely affected by not submitting to sexual advances.
  - 4.8.2.3 Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; leering.
  - 4.8.2.4 Sexually suggestive objects, pictures, videotapes, audio recordings or literature placed in the work area which may embarrass or offend individuals.
  - 4.8.2.5 Unwelcome touching, patting, or pinching.
  - 4.8.2.6 Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change with the result that sexual conduct which was once welcome becomes unwelcome and harassing.

## **5.0 PROCEDURE**

- 5.1 Any employee who believes that he or she has been the victim of conduct prohibited by this policy must immediately report the matter, verbally or in writing, to his or her supervisor or manager, or to any other supervisor or manager, including the General Manager or Assistant General Manager, or to the Human Resources Department.
- 5.2 All reported incidents of harassment, discrimination and/or retaliation will be fairly, timely and thoroughly investigated, and appropriate corrective action will be taken based on the findings of the investigation.

- 5.3 OC San will document and track the complaint's progress and inform the complainant that the investigation has concluded, each issue was thoroughly investigated, and the outcome (sustained, or not sustained).
- 5.4 Investigations will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances and permissible under the law.
- 5.5 It is important to be aware that under the California Fair Employment and Housing Act ("FEHA"), employees may be held personally liable for any acts of unlawful harassment.

## **6.0 EXCEPTIONS**


- 6.1 Any employee who knowingly files a false and malicious report of harassment, as opposed to a complaint which, even if erroneous, is made in good faith; or anyone who fails to report an actual or perceived form of harassment or discrimination as outlined in this policy, may be subject to appropriate disciplinary action, up to and including termination.

## **7.0 PROVISIONS AND CONDITIONS**

## **8.0 RELATED DOCUMENTS**

- 8.2 U.S. and California State Constitutions
- 8.3 Title VII of the Civil Rights Act of 1964
- 8.4 California Fair Employment and Housing Act (FEHA)
- 8.5 Policy 1.2, Retaliation & Whistleblowing
- 8.6 Policy 1.3, Workplace Violence & Weapons
- 8.7 Policy 5.1, Rules of Conduct



 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 1.2</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Retaliation &amp; Whistleblowing</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures prohibiting retaliation against individuals who report or participate in the investigation of a report of discrimination, harassment, or individuals who engage in whistleblowing, or a protected activity as defined herein.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all Orange County Sanitation District (OC San) employees, potential employees, volunteers, interns, and all persons who perform services for OC San, including persons working under contract.

## 3.0 DEFINITIONS

- 3.1 Retaliation means that a supervisor or manager has taken action(s) toward an individual for engaging in protected activity described within this policy, wherein the action(s) have a substantial and material impact on an employee's terms and conditions of employment. Depending on the facts, it may be retaliatory if action, is taken because of the following, but not limited to, unfounded discipline, failure to promote, failure to hire, termination of a contract, inaccurate poor performance evaluations, arbitrarily changing work assignments, or arbitrarily changing work locations.
- 3.2 Whistleblowing refers to the act of an employee who discloses information to a government or law enforcement authority or to a supervisor or other person responsible for investigating, discovering, or correcting such matters, where the employee has reasonable cause to believe that the information reveals (1) violations or non-compliance with state or federal statutes; (2) unfair labor practices; (3) billing for services not performed or for goods not delivered; (4) gross mismanagement, significant waste of funds, and abuse of authority; and/or (5) a substantial and specific danger to the public health, safety or unsafe working conditions.

## 4.0 POLICY

- 4.1 It is OC San's policy to prohibit retaliation or reprisals towards employees, prospective employees and outside contractors who engage in, the following protected activities:
- 4.1.1 Disclosing information to a government or law enforcement agency or internally to OC San, where there is reasonable cause to believe that the information discloses a violation of state or federal statute or non-compliance with a state or federal regulation.
- 4.1.2 Disclosing the filing of a false claim for money, goods, or services to OC San.

- 4.1.3 Filing a written complaint, under penalty of perjury, of gross mismanagement, a significant waste of funds, an abuse of authority or a substantial and specific danger to public health or safety.
  - 4.1.4 Complaints of discrimination or harassment or any other conduct prohibited by the Fair Employment and Housing Act (FEHA) or related federal laws.
  - 4.1.5 Complaints about an unfair labor practice.
  - 4.1.6 Participating in an administrative investigation either as the complainant, a witness or the accused, or conducting an administrative investigation.
- 4.2 Any employee who, in good faith, reports an alleged incident involving the protected activities described in this policy, under no circumstances, shall be subjected to reprisal or retaliation of any kind. A report is made in good faith when the complainant has reasonable cause to believe there is a violation of policy.

## **5.0 PROCEDURE**

- 5.1 OC San policy requires employees to report all perceived incidents of retaliation, or conditions justifying whistleblowing, regardless of the offender's identity or position.
- 5.2 Any employee who believes that he or she has been the victim of retaliation prohibited by this policy should report the matter to his or her supervisor or manager, or to any other supervisor or manager, including the General Manager or Assistant General Manager.
- 5.3 Reports of retaliation will be investigated fairly, timely, and thoroughly. The investigation may include individual interviews with the parties involved and, where, necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.
- 5.4 Confidentiality will be maintained throughout the investigatory process to the extent permissible under the circumstances and consistent with applicable law.
- 5.5 No fixed report period has been established. However, prompt reporting of complaints or concerns have proven to be the most effective method in finding rapid and constructive action and resolution.


## **6.0 EXCEPTIONS**

- 6.1 An employee who knowingly files a false and malicious report of retaliation, as opposed to a complaint which, even if erroneous, is made in good faith may be the subject of appropriate disciplinary action, up to and including termination.

## **7.0 PROVISIONS AND CONDITIONS**

## **8.0 RELATED DOCUMENTS**

- 8.1 Policy 1.1, Harassment & Discrimination
- 8.2 Policy 1.8, Conflict of Interest & Business Ethics
- 8.3 Policy 5.1, Rules of Conduct

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 1.3</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Workplace Violence &amp; Weapons</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to promote a safe work environment for all employees; establish and maintain a workplace that is free from violence, threats of violence, harassment, intimidation, and other disruptive behavior; and encourage and foster a workplace that is characterized by respect and the use of acceptable conflict resolution techniques.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all OC San employees, regardless of their organizational unit. Additionally, all persons who perform any services for OC San, regardless of their employment status, are subject to the provisions of this policy while on OC San property or while performing OC San business.

## 3.0 DEFINITIONS

- 3.1 Workplace Violence includes threats, violent behavior, harassment, intimidation and other disruptive behavior, direct, indirect, implied or actual from any person, and directed toward any person, occurring either at an OC San facility or in connection with the conduct of OC San business without regard to location.

## 4.0 POLICY

- 4.1 It is OC San policy to provide a safe work environment for its employees. OC San is committed to working with its employees to maintain a workplace free from violence, threats of violence, harassment, intimidation, and other disruptive behavior, and the commission of such acts are prohibited.
- 4.2 All employees are responsible for maintaining a safe work environment.
- 4.3 Violence, threats, harassment, intimidation, and other disruptive behavior in the OC San workplace will not be tolerated; furthermore, all reports of these types of incidents will be seriously reviewed and will be appropriately resolved.
- 4.4 This policy applies to all incidents involving OC San employees while they are on duty, on or off plant sites, and incidents involving non-employees perpetrating violence against OC San employees while they are on duty.
- 4.5 Available conflict resolution techniques, such as problem solving, grievance procedures and appeals processes, will be used to appropriately resolve conflicts that arise in the OC San workplace.

- 4.6 OC San strictly prohibits persons, excluding armed security services, from possessing weapons including, but not limited to, firearms, explosives, knives, clubs and incendiary devices on OC San premises, in OC San vehicles, in private vehicles parked on OC San property, and in the possession of OC San employees while on duty performing OC San related business assignments.
- 4.7 An employee who displays/exhibits prohibited conduct as set forth under this policy may be subject to disciplinary action, up to and including termination, regardless of the employee's past performance, prior discipline, length of service or work history.
- 4.8 Persons who engage in prohibited conduct may also be subject to legal action by law enforcement authorities.
- 4.9 The following examples, while not all-inclusive, are considered prohibited conduct and subject an employee to disciplinary action, up to and including termination, for even a first-time offense.

#### 4.9.1 Prohibited Conduct

- 4.9.1.1 Causing physical injury to another person;
- 4.9.1.2 Making threatening remarks, whether with intent to harm or in jest;
- 4.9.1.3 Aggressive, hostile or harassing behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- 4.9.1.4 Intentionally damaging employer property or the property of another individual;
- 4.9.1.5 Possession of a weapon while on OC San property or while on OC San business; or,
- 4.9.1.6 Committing acts motivated by, or related to, sexual harassment or domestic violence,
- 4.9.1.7 Other acts or threats of violence as determined by OC San.

## 5.0 PROCEDURE

- 5.1 Reporting: If the incident involves an emergency and requires the direct intervention of public safety personnel (i.e., law enforcement or emergency medical services), immediately **CALL** extension **2222**.
  - 5.1.1 Control Center personnel will contact emergency services via **911** and will coordinate the response of public safety personnel and onsite security personnel.
- 5.2 Any situation involving the commission or threat of violence, harassment, intimidation, other disruptive behavior, possession of a weapon or any other potentially dangerous situation must be promptly reported to a supervisor, manager, or the Human Resources Department.

### **5.3 Risk Reduction Measures**

- 5.3.1 Employees at Risk: Employees are expected to exercise good judgement and to notify their supervisor, manager, or the Human Resources Department if a co-worker, or other person on OC San property or place of business, exhibits behavior that could be a sign of potentially dangerous situations. Such behavior includes, but is not limited to, the following:
  - 5.3.1.1 Discussing the use of weapons as a means to perpetrate violence against another or bringing them to the workplace;
  - 5.3.1.2 Displaying overt signs of extreme stress, resentment, hostility or anger;
  - 5.3.1.3 Making threatening statements or remarks;
  - 5.3.1.4 Sudden or significant deterioration in work performance;
  - 5.3.1.5 Displaying irrational or inappropriate behavior.
- 5.3.2 Hiring: The Human Resources Department takes reasonable measures to conduct background investigations in order to review candidates' backgrounds and to reduce the risk of hiring individuals with a history of violent behavior.
- 5.3.3 Enforcement: Threats, threatening conduct, harassment, or any other act of aggression or violence within the OC San work environment will not be tolerated. All reports of these types of incidents will be fairly, timely, and thoroughly investigated and will be appropriately resolved.
  - 5.3.3.1 Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination.
  - 5.3.3.2 Non-employees engaged in violent acts on OC San premises will be immediately removed from OC San and promptly reported to the proper authorities.


### **6.0 EXCEPTIONS**

- 6.1 Knives traditionally used as tools and having a blade length of three and one-half (3<sup>1/2</sup>) inches or less are only considered weapons when used or displayed in a threatening manner. Knives greater than three and one-half (3<sup>1/2</sup>) inches in blade length are considered weapons as a matter of policy, unless used with approval by OC San management.

### **7.0 PROVISIONS AND CONDITIONS**

### **8.0 RELATED DOCUMENTS**

- 8.1 Policy 1.1, Harassment & Discrimination
- 8.2 Policy 5.1, Rules of Conduct
- 8.3 Policy 5.2, Discipline

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 1.4</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Recruitment and Selection</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish guidelines and procedures for Orange County Sanitation District (OC San) recruitment activities.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all OC San departments, divisions, and employees.

## 3.0 DEFINITIONS

- 3.1 Recruitment is the process of attracting qualified individuals to apply for employment opportunities that are advertised by the organization, whether internal or external.
- 3.2 Internal recruitment means considering only current employees as applicants for job openings within the organization.
- 3.3 External recruitment means considering applicants from outside the organization in an open recruitment, as well as current employees for job openings in the organization.
- 3.4 Promotion is the advancement of an employee to another classification with a higher maximum rate of pay.
- 3.5 Lateral Transfer means the transfer of an employee from one department to a vacant position in another department in the same job classification, initiated by an employee request.
- 3.6 Reassignment means the transfer of an employee within a department or within the organization in the same job classification based on business need.
- 3.7 Voluntary Job Change is an employee-initiated transfer within the organization.
- 3.8 Assessment means an impartial method of systematically evaluating an applicant's ability to perform the essential job functions of a position's requirements. An assessment may consist of one (1) or any combination of the following: performance tests, written tests, appraisal interviews, scoring of the application, supplemental questions, work performance, or any other job-related selection criteria. Assessment tools are intended to measure knowledge, skills, abilities, and/or competencies necessary to perform the job.
- 3.9 Eligible list means a list of applicants who have been identified as most qualified as a result of the recruitment and selection process.

- 3.10 Initial Probationary Period, unless otherwise specified by an applicable bargaining unit Memorandum of Understanding (MOU), is defined as the period of service that extends to at least the first day of the pay period following one year of employment with OC San without a break in service, beginning with the date of hire. This period is regarded as an extension of the hiring process and provides an opportunity for both the employee and OC San management to assess, over a substantial period of time, whether or not the hiring decision was appropriate. Employees who have not yet successfully completed their initial probationary period serve “at-will” and may be released from employment without cause or recourse to any appeal or grievance procedures.
- 3.11 Promotional Probationary Period is defined as the period of service that extends to at least the first day of the pay period following twenty-six (26) weeks of employment without a break in service, beginning with the effective date of promotion. If an employee is promoted during his/her initial probationary period, the period will be extended until at least the first day of the pay period twenty-six (26) weeks after the effective date of the promotion. This period is regarded as an extension of the selection process and provides an opportunity for both the employee and OC San management to assess, over a substantial period of time, whether or not the decision was appropriate. “At-will” employees do not serve a promotional probationary period.
- 3.12 Probationary Period – Reassignment, Lateral Transfer or Voluntary Job Change, unless otherwise specified by an applicable bargaining unit MOU, is defined as the period of service that extends to at least the first twenty-six (26) weeks of employment with OC San without a break in service, beginning with the effective date of the reassignment or lateral transfer. This period provides an opportunity for both the employee and OC San management to assess, over a substantial period of time, whether or not the decision was appropriate.

#### **4.0 POLICY**

- 4.1 OC San is an Equal Opportunity Employer (EOE). OC San does not discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, and breastfeeding), sexual orientation, age, national origin, ancestry, actual or perceived disability, medical condition, genetic information, military and veteran status, marital status, gender, gender identity, gender expression, exercise of rights relating to any legally-provided leave of absence, or any other legally protected basis.
- 4.2 It is OC San’s policy to provide nondiscriminatory, lawful, and consistent guidelines and procedures to all recruitment processes, whether internal or external.

#### **5.0 PROCEDURE**

##### **5.1 TYPE OF RECRUITMENT**

- 5.1.1 External Recruitment: Any person meeting the requirements of the open position listed on the announcement may apply. External recruitment announcements will be advertised on OC San’s career website, and may be posted on industry-related websites. Announcements will specify a filing period of a minimum of (10) business days, or until Human Resources determines a sufficient number of qualified applications have been received and will clearly state a deadline to file an application.
- 5.1.2 Internal Recruitment: Applicants must be currently employed with OC San. Whenever the Agency intends to fill a position by promotion, the Agency will post the opportunity for a minimum of ten (10) business days. Employees must apply

during the period of posting. Notices will be posted on OC San's internet.

## 5.2 **EMPLOYMENT OPPORTUNITY BULLETINS/POSTINGS**

- 5.2.1 The Human Resources representative prepares the employment opportunity bulletin, also known as a posting. Each posting will include the following information: hiring salary range, department, brief job description, required qualifications, desired qualifications, posting/closing dates (if applicable), procedure for applying, brief benefits overview, physical requirements/working conditions, and/or other pertinent information as approved by the Director of Human Resources (or designee) and the Department Head (or designee)
- 5.2.2 The Human Resources representative provides the draft posting to the Department Head (or designee) for approval.
- 5.2.3 Upon approval, all jobs are posted for at least ten (10) business days, or until Human Resources determines a sufficient number of applicants have been received.
- 5.2.4 During the recruitment process, all current employees and external applicants may be interviewed at the same time at the discretion of the Department Head (or designee). If the process includes both groups, the hiring decision will be made at the completion of those interviews.
- 5.2.5 Job opportunities will be posted to OC San's online employment application system.

## 5.3 **ADVERTISING**

- 5.3.1 External recruitments are advertised on the internet, sent via e-mail to all OC San employees, and may be posted in other media when deemed appropriate by Human Resources.
- 5.3.2 Internal recruitments are e-mailed to current employees and posted on OC San's intranet and internet sites.

## 5.4 **APPLICANT SCREENING**

- 5.4.1 Applications and resumes are accepted only electronically. All other application material will be accepted at the interview. Unsolicited application material will not be accepted at any time.
- 5.4.2 Applicants must submit a separate employment application for each vacant position using OC San's online employment application system.
- 5.4.3 Once an application is received and reviewed, it will be selected by Human Resources for further consideration only if the minimum job requirements on the class specification for the position are met.
- 5.4.4 The Department Head (or designee) may review applications that meet the minimum qualifications to determine which candidates may be interviewed.
- 5.4.5 All materials (e.g., applications, resumes, examination information and results, test questions, interviewer notes, interview packets, etc.) submitted by applicants/candidates or generated by OC San staff during the recruitment and



selection process are confidential and considered OC San property, and not subject to disclosure. All recruitment files are maintained by OC San in accordance with established record keeping guidelines.

## 5.5 **SELECTION PROCESS**

- 5.5.1 The selection process will consist of an assessment of each candidate's qualifications, which may vary by class specification and business need. Assessments will be conducted in a manner consistent with job-related criteria.
- 5.5.2 The Department Head (or designee) may recommend raters in addition to Human Resources staff as needed to participate in the selection process, who may be representatives of OC San departments, the public, interested organizations, or other public jurisdictions.
- 5.5.3 Exams and selection interviews shall consider the following: analysis of job duties, availability of applicants, equal employment opportunity, occupational standards, professional testing principles, supportable experience, special certification or licensing, and/or any other job-related selection content.
- 5.5.4 Exams will be analyzed by Human Resources (or designee) to ensure that the content and grading rubrics are valid and reliable. Exam material will relate to the fitness of the applicant for the work, duties, and requirements of the classification to be filled and shall be confined to the measurement of knowledge, skills, abilities, and/or competencies necessary to perform specific tasks. Any pertinent factor or trait which affects job performance may be considered.
- 5.5.5 The Human Resources representative facilitates the interview process. When interviews are completed, the interview panel members evaluate each candidate interviewed. The panel will refer a list of the top candidates based on a majority decision. The Department Head (or designee) then will choose from among the top candidates. The Department Head (or designee) will report the final hiring decision to the Human Resources Department and panel members will return all applicable interview materials (e.g., applications, resumes, interviewer notes, interview packets, etc.).

## 5.6 **RECRUITMENT APPEALS PROCESS**

- 5.6.1 Employees should bring recruitment process and decision-making issues to the attention of the Human Resources Supervisor as soon as possible. The supervisor will review the issue and provide a written response within five (5) business days from the issue notification date.
- 5.6.2 If the issue is not resolved to the employee's satisfaction, the employee may file a written statement concerning the problem to the Director of Human Resources within ten (10) business days of receipt of the supervisor's decision. Upon request by either party, a meeting may be held to discuss the issue and establish remedies.
- 5.6.3 The employee will be provided a written response from the Director of Human Resources (or designee), within ten (10) business days after the employee's statement is received. The decision of the Director of Human Resources, or designee, is final (see Policies 6.4, Problem Solving and 6.5, Grievance Procedure).

5.6.4 Time limits may be extended for cause upon mutual consent of the parties.

5.7 **ELIGIBLE LISTS**

5.7.1 An eligible list is a list of applicants who have been identified as most qualified as a result of the recruitment and selection process. Lists are maintained based on job classification and are valid for twelve (12) months.

5.8 **EMPLOYMENT OFFERS**

5.8.1 New Employees: The Human Resources representative determines an appropriate starting salary at or near the first step of the salary range unless their level of training, educational background, and/or expertise indicate a need for a salary greater than the minimum.

5.8.1.1 If a candidate requests a specific salary, an analysis will be conducted to determine recommended placement in the applicable salary range. The determination will consider the relationship of the candidate's proposed salary to that of employees in the same classification and to employees supervised, if applicable.

5.8.1.2 If market or other material conditions necessitate offering a job candidate a pay rate up to the salary range mid-point, a Department Head may recommend, and with the concurrence of the Director of Human Resources, may approve the proposed hire rate.

5.8.1.3 The General Manager, or designee, shall approve all recommended salary offers that would result in a new hire pay rate at Step 4 or greater.

5.8.2 Under no circumstances should panel members (excluding the Human Resources representative) or any other OC San employee discuss salary offers with candidates or make promises of any kind. Human Resources staff are the only employees authorized to engage in salary discussions with job candidates.

5.8.3 The Human Resources representative refers the candidate for hire and routes for approval by the Department Head and General Manager, if required.

5.8.4 When the referral for hire is approved, the Human Resources representative makes a verbal employment offer to the candidate, which is contingent upon results of a background investigation, and post offer physical and drug screen (if applicable).

5.8.5 The Human Resources representative schedules the post offer physical and drug screen (if applicable) for the candidate, works with the Department Head (or designee) to establish a potential start date, and prepares a formal offer letter for the candidate.

5.8.6 When the Human Resources representative (or designee) has ensured the candidate has cleared the background investigation and post offer physical and drug screen (if applicable) results, the candidate will be contacted to confirm the employment offer. The Human Resources representative sends letters of regret to unsuccessful candidates. Current employees are contacted personally prior to receiving letters of regret.

5.8.7 The Human Resources representative coordinates the candidate's start date.

- 5.8.8 In the event that a candidate is selected and voluntarily or involuntarily vacates the position prior to completing the required probationary period, the Human Resources Department, at the request of the Department Head (or designee), may exercise the option to extend an offer to a candidate from an applicable eligible list.

## 5.9 **PROMOTIONS**

- 5.9.1 Promoted employees normally will receive the equivalent of a one (1) step increase in pay or an increase to the minimum rate of the new classification, whichever is greater.
- 5.9.2 Promotional increase in pay will be effective the first day of the next pay period following the approval of referral to hire by the Department Head (or designee).

## 6.0 **EXCEPTIONS**

### 6.1 **EMPLOYMENT OF FORMER EMPLOYEES**

- 6.1.1 Employment of former employees for full-time equivalent or part-time positions shall be subject to and conducted in accordance with this policy.
- 6.1.2 Employment of a former employee is subject to the approval of the General Manager and the Director of Human Resources. This excludes former employees who were employed as student or vocational interns.
- 6.1.3 In all cases, approval of the General Manager and the Director of Human Resources shall be obtained prior to an offer of employment to a former employee.
- 6.1.4 OC San policy prohibits the rehire of former full-time, regular employees or “at-will” employees who: were terminated for workplace misconduct; resigned while charges were pending against the employee; resigned while serving a suspension; failed to provide two (2) weeks written notice in advance of resignation depending upon employment status, unless approved by the Director of Human Resources, or designee; or failed to return to work following an absence without leave of three (3) or more consecutive work days without notifying the immediate supervisor or the Human Resources Department with an acceptable reason for their absence.
- 6.1.5 If any former employee commences doing business wherein the employee, his/her spouse, or members of his/her immediate family are sole proprietors, or majority or controlling shareholders or owners of a corporation, partnership or other business entity, such business shall not be retained as an independent contractor or consultant to provide service directly to OC San for a period of one (1) year after leaving OC San’s employment. Thereafter, said business entity shall be allowed to contract with OC San upon compliance with all resolutions and regulations of OC San then in effect, relating to the procurement of services.
- 6.1.6 If any former employee becomes employed by any firm or business entity in which the former employee, his/her spouse or members of his/her immediate family own less than the majority or controlling interest in said entity, said entity shall not be prohibited from contracting with the OC San. However, the former employee shall not perform work on OC San projects for a period of one (1) year

after leaving OC San employment; nor shall such former employee contact OC San officers or employees for the purpose of attempting to influence any OC San decision, including but not limited to, the award of contract, issuance of permits, or compromise of administrative civil penalties, for a like period of one (1) year. Said services shall be obtained only in accordance with all rules and procedures of OC San relating to procurement.

- 6.1.7 Any OC San employee who receives an offer of employment or a request to discuss potential employment from any person or business entity performing services for OC San shall report such contact to his or her immediate supervisor, who shall decide whether any change in assignment is necessary or appropriate while the offer or discussions are pending.
- 6.1.8 The prohibitions of this policy may be waived by the Administration Committee of the Board of Directors if, on a case-by-case basis, it is determined to be in the best interests of OC San to do so.
- 6.1.9 All former employees who are rehired will be placed on an initial probationary period as defined in this policy. All prior service with OC San will not be counted for accrual purposes including, but not limited to, leaves of absence and seniority.

## 6.2 **RE-EMPLOYMENT OF OC SAN RETIRED EMPLOYEES**

- 6.2.1 The General Manager may, with the written approval of the Board Chair, employ on an as-needed basis, a former employee retired from OC San when the individual possesses knowledge and expertise of unique and particular benefit to OC San. Retired members will have to wait at least 180 days before returning to work for OC San on a limited time basis (960 hours or less a fiscal year). The length of service performed in any one (1) year shall be limited in accordance with the provisions prescribed by the Orange County Employees' Retirement System.
- 6.2.2 As-needed service, by a former employee retired from OC San, shall be compensated at the same current hourly rate of the retired employee's position classification, or if no such classification exists, at a rate not to exceed that paid for the most comparable classification. The retired employee shall not be entitled to receive any benefits otherwise payable to OC San employees. In the event any employment under this provision involves work assignments outside of Orange County, the current expense reimbursement policy established for regular employees will apply.
- 6.2.3 On occasion, OC San may offer an early retirement incentive to staff under economic conditions in which it is deemed necessary. Employees who select an early retirement incentive offered by OC San may not be eligible for rehire.

## 6.3 **LATERAL TRANSFERS**

- 6.3.1 Employees may request a lateral transfer to a budgeted vacant position within the same classification of another department. For a lateral transfer to be considered, the employee must have demonstrated satisfactory performance within the last six (6) months prior to the request and have no pending disciplinary action. The lateral transfer must be of benefit to OC San.

- 6.3.2 Employees who wish to be considered for a lateral transfer shall notify the Human Resources Department in writing of their intent prior to recruitment of the budgeted position. Employees who are interested in a lateral transfer, but are unaware of any budgeted vacant positions within the same classification, may contact the Human Resources Department. The employee's written intent must be approved by any affected department head and the Director of Human Resources. In the event a transfer is approved and accepted by the employee, the department from which the employee is transferring may determine the effective date based upon operational requirements and a reasonable period of time to acquire a suitable replacement.
- 6.3.3 Lateral transfers do not normally involve increased levels of duties and responsibilities, or otherwise qualify as promotions, and therefore do not involve salary adjustments.
- 6.3.4 In the event an adjustment appears warranted based on extenuating circumstances, the adjustment must have written approval from the department head prior to being extended to the employee.

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 The interview process for Student Intern positions shall be an abbreviated version of the process outlined in section 5.6 and will be administered by the appropriate division manager/supervisor and a Human Resources representative.
- 7.2 OC San's Board of Directors must approve unbudgeted positions for new hires or promotions before any internal or external recruitment effort is initiated.
- 7.3 Hiring an individual into a budgeted position requires the approval of the Department Head and General Manager.
- 7.4 Promoting an individual into a budgeted position requires the approval of the Division Manager, Department Head or General Manager.
- 7.5 Employees on Performance Improvement Plans are not eligible for promotional opportunities and/or status change.

### **7.6 INITIAL PROBATIONARY PERIOD**

- 7.6.1 Unless designated as an "at-will" Executive Management Team (EMT) member or Student Intern, all new employees and employees who are reassigned or laterally transferred serve a probationary period. The probationary period begins with the date of hire, reassignment, or transfer and extends to at least the first day of the pay period following one year of employment without a break in service, unless otherwise stipulated by a bargaining unit MOU. For new employees, this probationary period is regarded as an extension of the hiring process and provides an opportunity for both the employee and OC San's management to assess, over a substantial period of time, whether or not the hiring decision was appropriate and resulted in a relationship that adequately meets the needs of both the individual and OC San.
- 7.6.2 The probationary period may be extended up to a maximum of an additional ninety (90) days prior to the expiration of the probationary period. An employee's probationary period may be extended when there is a need to further assess the individual's abilities to satisfactorily perform the duties required for their job

classification. Probationary employees may be released by OC San at any time during the probationary period (including any extension) without cause or reason. OC San will extend an employee's probationary period for the length of any period during which an employee is on an extended leave of absence during the probationary period.

- 7.6.3 A probationary employee's work performance is closely monitored during this period to ensure that the employee understands the duties, responsibilities and management expectations of the position, and to allow an opportunity for the supervisor or manager to provide proper direction and guidance. Employees who do not demonstrate the potential for meeting performance expectations for their position within a reasonable period of time may be released prior to the completion of the Probationary Period. Probationary employees shall serve at the will of OC San during this period. In the event of release of a probationary employee, the employee shall not be entitled to receive any severance pay.

## 7.7 **PROMOTIONAL PROBATIONARY PERIOD**

- 7.7.1 All promoted employees who have successfully completed the initial probationary period, except those designated as "at-will" employees, shall serve a promotional probationary period beginning with the effective date of promotion lasting to at least the first day of the pay period following twenty-six (26) weeks of employment without a break in service. This period is regarded as an extension of the selection process and provides an opportunity for both the employee and OC San management to assess, over a substantial period of time, whether or not the decision was appropriate. For those employees promoted during the pendency of their initial probationary period, such period shall run concurrently with the promotional probationary period and shall apply over the promotional probationary period while it remains in effect. Should the initial probationary period end before the promotional probationary period, the promoted employee shall remain on the promotional probationary period for the remaining period until at least the first day of the pay period following twenty-six (26) weeks of employment without a break in service. If the promotion is for a classification that is subject to Department of Transportation requirements, the employee selected for promotion will be required to successfully complete alcohol and controlled substances testing prior to assuming the position.
- 7.7.2 At any time during the promotional probationary period an employee may be returned to his or her prior position. The promotional probationary period may be extended by OC San management for up to a maximum of an additional ninety (90) days. If an employee is promoted during his or her initial probationary period, the period shall be extended until at least the first day of the pay period twenty-six (26) weeks after the effective date of the promotion.

## 7.8 **REFERENCE CHECKS**


- 7.8.1 Employment with OC San is contingent upon a pre-employment screening process which may include a physical examination, drug/alcohol test, and background investigation. Candidates also must be able to provide documentation authorizing their legal right to work in the United States as per the Immigration Reform and Control Act of 1986.
- 7.8.2 The background check will be conducted after an applicant has been selected as the best candidate for the position and given a conditional offer of employment. If a background check yields information that is of concern to OC San, the

applicant will be provided an individualized assessment and given an opportunity to review the findings and present information regarding inaccuracy and rehabilitation.

- 7.8.3 OC San may verify information contained in the job application of a prospective employee with the prospective employee's authorization.
- 7.8.4 Inquiries to OC San employees regarding reference or employment verification checks of former or present employees shall be discussed with or referred to Human Resources prior to any response.

## **8.0 RELATED DOCUMENTS**

- 8.1 Policy 1.6, Nepotism
- 8.2 Policy 1.7, At-Will EMT Employment Agreements
- 9.2 Policy 1.12, Student Internship Program
- 9.3 Policy 2.1, Classification & Compensation
- 9.4 Policy 6.4, Problem Solving Procedure
- 9.5 Policy 6.5, Grievance Procedure
- 9.6 Public Employee Pension Reform Act (PEPRA)
- 9.7 Equal Pay Act
- 9.8 California Government Code, Section 6254

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 1.5</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Outside Employment &amp; Professional Associations</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for employees engaging in outside employment or any other outside remunerative activity as well as voluntary involvement in outside professional associations.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all Orange County Sanitation District (OC San) employees regardless of their organizational unit.

## 3.0 DEFINITIONS

- 3.1 Confidential Information – Information that requires a “need-to-know”, restricted use, or is sensitive in nature is considered confidential information. Generally, OC San technical data, proprietary, customer, and personnel related information is confidential. Personnel related information includes, but is not limited to, medical, recruitment, disciplinary, and performance related information. Once information becomes generally available to the public, it is no longer considered confidential.
- 3.2 Conflict(s) of Interest – As it relates to this policy occurs when an outside activity interferes with OC San business operations, discredits the integrity and reputation of OC San, and/or violates OC San policies, procedures, or agreements.
- 3.3 Outside Professional Association Activities – Any membership or affiliation to an outside organization, group, or activity that is related to an employee’s profession.
- 3.4 Outside Remunerative Activities – Any outside employment or business-related relationship, which results in a payment, transfer of goods, or receipt of services to the employee involved.

## 4.0 POLICY

- 4.1 It is OC San’s policy to allow employees to engage in Outside Remunerative Activities or Outside Professional Association Activities in accordance with the procedures and provisions of this policy.



## 5.0 PROCEDURE

- 5.1 Outside Remunerative Activities. Performing any Outside Remunerative Activities requires initial and annual approval of the General Manager and is subject to the following conditions:
- 5.1.1 An OC San request form for outside employment must be completed and submitted for approval.
  - 5.1.2 Outside Remunerative Activities shall not be performed on OC San property, during an employee's work time for OC San, or using any OC San resource. OC San resources include, but are not limited to, staff, equipment, facilities, and computers.
  - 5.1.3 Outside Remunerative Activities shall not involve use of an employee's OC San title or position to benefit the outside employer or business activity. This activity must not give the appearance that an employee is acting in the official capacity of his/her job at OC San.
  - 5.1.4 The Outside Remunerative Activities shall not give rise to any real or apparent conflict of interest, nor will the activities require the disclosure of OC San confidential information. Any attempt to influence OC San business decisions, with respect to the employee's Outside Remunerative Activities is prohibited.
  - 5.1.5 The performance of such services shall not affect the employee's efficiency and job performance for OC San.
  - 5.1.6 Outside employment or other remunerative activity must not bring discredit upon or reasonably cause unfavorable criticism towards OC San, or impair public confidence in the integrity of OC San.
- 5.2 Professional Associations. Performing any Outside Professional Association Activities may be authorized by a supervisor subject to the following conditions:
- 5.2.1 Outside Professional Association Activities may not make use of OC San staff, equipment, postage, telephones, computers, internet access, or any other resource unless authorized by the General Manager, or designee.
  - 5.2.2 Managers and supervisors may restrict activities in outside professional associations in order to prevent conflicts of interest from occurring.
  - 5.2.3 Employees are required to obtain prior approval from their supervisor for all Outside Professional Association Activities if these activities are performed during an employee's working hours. In addition, employees are required to report all potential Conflicts of Interest, as defined in this policy, to their supervisor.
  - 5.2.4 Any duties performed for Outside Professional Association Activities must not adversely affect an employee's job performance or interfere with the official business of OC San.
  - 5.2.5 All employees will follow OC San's Information Systems Management policies when using OC San computer resources. The use of email and internet

resources is strictly prohibited if such use conflicts or interferes with OC San's Core Values and/or any administrative policy, guideline, or procedure.

- 5.2.6 Employee participation in outside activities not directly referenced in this policy that affect the terms and conditions of employment are prohibited, unless authorized by the General Manager, or designee.

## **6.0 EXCEPTIONS**


- 6.1 There are no exceptions to this policy unless authorized by the General Manager, or designee; superseded by an amending OC San policy; or changed due to federal or state laws.
- 6.2 Employee association, bargaining unit, and labor union activities are authorized under the provisions of federal and states laws, adopted Orange County Sanitation District (OC San) Employer-Employee Relations Resolution, and the terms and conditions of applicable Memoranda of Understanding with OC San.

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 The provisions of Government Code Section 1126 shall apply to all such services.

## **8.0 RELATED DOCUMENTS**

- 8.1 California Government Code, Sections 1126 and 3502
- 8.2 OC San Core Values
- 8.3 OC San Request Form for Outside Employment
- 8.4 Policy 5.2, Discipline
- 8.5 Policy 6.4, Problem Solving Procedure

 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 1.6</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Nepotism</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to avoid the possibility of nepotism in hiring, promoting, evaluating, awarding salary, and disciplining employees and to ensure that employment decisions are based on the individual's qualifications for the position, ability, and performance.
- 1.2 OC San does not tolerate favoritism, the appearance of favoritism, conflicts of interest or the appearance of conflicts of interest in employment and personnel decisions.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all Orange County Sanitation District (OC San) employees regardless of their organizational unit, and employment applicants. Additionally, all persons who perform any services for OC San including persons working under contract, regardless of their employment status, are covered by this policy.

## 3.0 DEFINITIONS

- 3.1 Near relative means a relative within the third degree by blood or marriage, including an individual's:

spouse	grandparent	nephew
fiancée	grandchild	cousin
domestic partner	great-grandparent	sister-in-law
parent/stepparent	great-grandchild	brother-in-law
sister/stepsister	aunt	son-in-law
brother/stepbrother	uncle	daughter-in-law
child/stepchild	niece	dependent

Near relatives shall also include persons who fall into the above categories by a previous marriage or adoption.

- 3.2 Supervisory Relationship means a supervisor-subordinate relationship between near relative employees, whether direct or indirect, that has the ability to impact the terms and conditions of employment, including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, recall, work assignments, performance evaluations, merit increases, training, or any other administrative action that may affect an employee; or near relatives reporting to the same immediate supervisor.

## 4.0 POLICY

- 4.1 It is the policy of OC San not to discriminate in its employment and personnel actions with respect to its employees and applicants on the basis of marital and familial status.
- 4.2 Notwithstanding the above statement, OC San retains the right to refuse to appoint a person to a position in the same department, division or facility, wherein his or her relationship to another employee has the potential for creating an adverse impact on supervision, safety, security, or morale, or involves a potential conflict of interest. The department head shall have the authority and responsibility for determining if such a potential for adverse impact exists or does not exist.
- 4.3 Near relatives of employees or of members of the Board of Directors shall not be hired, promoted or transferred into positions in which one near relative may supervise, directly or indirectly, any other relative, or work in a capacity which would allow an employee to evaluate or control the terms, conditions or performance circumstances of employment of a near relative.
- 4.4 Near relatives of members of the Board of Directors shall not be employed in any position where there is a potential for adversely impacting the safety, security, morale or efficiency of supervision of other employees, or in which there may be created a potential conflict of interest.
- 4.5 No person shall be appointed, promoted, demoted, flexibly placed, or transferred to any position, whether exempt, permanent, provisional, acting, part-time, or temporary, in any division of any department, where such person's near relative already holds a position which would create a supervisory relationship.
- 4.6 No employee shall interview, recommend, or in any way be involved in the selection or disciplinary process of his or her near relative.
- 4.7 All current employees of OC San on the effective date of this policy will not be allowed to remain in positions where they are in a supervisory relationship with a near relative, except in those situations where a direct level of supervision or the ability to impact the terms or conditions of employment of a relative does not occur.
- 4.8 There shall be no appointments to any position at OC San of a near relative of any member of the Board of Directors or Executive Management Team without the express written approval of the Chair of the Board of Directors and the General Manager.
- 4.9 Any individual having appointive power shall not appoint or promote any of their near relatives to any position at OC San.
- 4.10 Hiring, reinstatement, promotion or transfer which will result in near relatives of employees working in the same department may be permitted, but only in such cases where direct supervision or the ability to impact the terms or conditions of employment of the near relative does not exist.
- 4.11 In cases whereby persons who are near relatives are employed in the same department, action shall be taken by the Department Head, Division Manager, or Supervisor to protect against situations which:

- may interfere with response to public health emergencies;
  - may adversely impact working conditions;
  - may jeopardize confidentiality; and,
  - may suggest a conflict of interest.
- 4.12 Remedies to the cases referred to in Section 4.11 may include, but are not necessarily limited to, shift change, reassignment to another position or location, transfer, or a case-by-case basis, possible termination of one of the involved employees.
- 4.13 All appointments, transfers or promotions of near relatives under this policy will be evaluated under guidance of this policy and in terms of the extent to which the relationship could have an adverse effect on the operations of OC San. This policy does not necessarily preclude the near relative or an OC San employee applying for an OC San position or promotion. The policy provides that the General Manager, or designee, may withhold approval to appoint a relative if such an appointment is not in the best interest of OC San or does not follow this policy.
- 4.14 In those cases in which the aforementioned relationships exist, or in which employees marry or acquire a covered relationship, the Human Resources Department shall be responsible to ensure that work assignments are made or other steps taken so as to avoid conflicts of interest or violation of this policy. If no conflict of interest exists because employees have no working interrelationship, supervisory or evaluative control over one another, no action shall be necessary. If conflict exists, action may include reassignment to another position, work location, or work shift. If such reassignment or other alternative is not deemed appropriate by OC San, one of the conflicted individuals may have to resign or be terminated.
- 4.15 Employees are responsible for immediately notifying their supervisor or the Human Resources Department of an impending marriage or the establishment of a near relative relationship with another employee of OC San as specified in Section 3.1.
- 4.16 No persons who have a near relative working at OC San may be hired without the approval of the General Manager, or designee. No OC San employee who is related to any other OC San employee may be transferred or promoted within OC San without the approval of the General Manager, or designee.
- 4.17 The General Manager is responsible for enforcing this policy with the assistance of the Human Resources Department.
- 4.18 OC San reserves the right to take action when relationships or associations of employees impact its mission.
- 4.19 OC San retains the right to refuse to place a relative under the direct supervision of an OC San employee, or place relatives in the same department, division, or facility, where such has a potential for creating an adverse impact on supervision, safety, security or morale.
- 4.20 OC San will make reasonable efforts to assign job duties to eliminate any potential for an adverse impact on supervision, safety, security or morale, or potential conflicts of interest.

- 4.21 Except as otherwise provided by law or this policy, no employee, prospective employee or applicant shall be excluded from the competitive hiring and examination process or denied employment or benefits of employment solely on the basis of his or her familial relationship with an employee of the agency or a member of the Board of Directors.

## **5.0 PROCEDURE**

- 5.1 OC San employees shall submit the Near Relative Notification form, which is attached to this policy, to the Human Resources Department within 30-days of the effective date of this policy, if they currently have near relatives working for OC San or within 30-days of becoming a near relative of another OC San employee. Failure by an employee to complete and submit the required Near Relative Notification to the Human Resources Department may be grounds for disciplinary action, up to and including termination of employment.
- 5.2 If the Human Resources Department determines that employment of near relatives in a supervisory relationship violates this policy, the Human Resources Department may transfer one of the employees to a vacant position in another division or department for which he or she is qualified. The determination of which employee will be transferred will be based upon the promotion of effective and efficient operations of OC San. Transfer must be to the same or equivalent position in another department without loss of classification, salary or benefits to the employee who is transferred.
- 5.3 Any employee, contractor, or member of the Board of Directors who knowingly violates this policy may be subject to disciplinary action, up to and including the cessation of the respective relationship with OC San.
- 5.4 In cases involving a near relative of a member of the Board of Directors, the matter will be referred to the Steering Committee, General Manager, and General Counsel for resolution.

## **6.0 EXCEPTIONS**

- 6.1 The General Manager may authorize exceptions to this policy whenever he or she determines that the best interests of OC San so require. If an exception is granted, it shall be in writing and a copy placed in the employee's personnel file.

## **7.0 PROVISIONS AND CONDITIONS**

## **8.0 RELATED DOCUMENTS**

- 8.1 Near Relative Notification Form
- 8.2 Policy 1.4, Recruitment & Selection

# Orange County Sanitation District

## NEAR RELATIVE NOTIFICATION

<b>EMPLOYEE INFORMATION</b>	
Employee Name:	
Job Title:	Phone Number:
Department:	Division:


<b>NEAR RELATIVE INFORMATION</b>	
Near Relative Name:	
Job Title:	Relationship:
Department:	Division:
<b>Check all that apply:</b> 1. None: <input type="checkbox"/> 2. Supervisory Relationship: <input type="checkbox"/> Direct <input type="checkbox"/> Indirect <input type="checkbox"/> Same supervisor 3. Sharing of Duties: <input type="checkbox"/> On the same work assignment <input type="checkbox"/> Related work assignments 4. Other ( <i>identify</i> ):	

**Note: Attach separate sheet for additional Near Relatives.**

I hereby certify that this is a true and correct statement and that I have identified all of my near relatives who work for the Orange County Sanitation District in any and all capacities.

Signature: \_\_\_\_\_

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

 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number:</b> 1.7
	<b>Effective Date:</b> March 22, 2023
<b>Subject: At-Will EMT Employment Agreements</b>	<b>Supersedes:</b> September 26, 2018
<b>Approved by: General Manager</b>	

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for the General Manager's administration of Orange County Sanitation District's (OC San) At-Will Agreement with Executive Management Team (EMT) members.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to EMT members only.

## 3.0 DEFINITIONS

- 3.1 At-Will is an employment status that either party may terminate at any time. An employer can terminate the employment of an EMT member with or without cause if there is no express contract for a definite term governing the employment relationship.
- 3.2 Executive Benefits Structure is a benefits package exclusively for EMT members who elected to remain on this previous model, in which the total benefits elected by the employee provide a value not to exceed thirty-seven percent (37%) of base salary. This includes healthcare insurance, paid leave, disability and life insurance, employer-paid pension contributions, and any elective benefits.

## 4.0 POLICY

- 4.1 The General Manager is authorized to employ EMT members on an At-Will basis. The employment status shall be memorialized by a written employment agreement known as an "At-Will Agreement," and signed by the General Manager and the EMT member, acknowledging that the At-Will employee shall serve at the pleasure of the General Manager.
- 4.2 The General Manager is authorized to periodically adjust the rate of compensation and benefits for EMT members who have signed an At-Will agreement in accordance with Board Resolution No. OCSD 16-27.
- 4.3 EMT members hired or promoted after September 23, 2015, will receive organizational benefits as described in OC San Policy 4.1 Insurance, and authorized in Board Resolution No. OCSD 16-27, with the exception of those EMT members who made a one-time irrevocable election to remain on the executive benefits structure providing a value of 37% of an incumbent's compensation, as approved by Board Resolution No. OCSD 15-20.

## 5.0 PROCEDURE

- 5.1 Notwithstanding any other provisions of this policy or any prior Board action, the General



Manager may provide for compensation agreements for EMT members, as well as severance agreements, in accordance with the following guidelines:

- 5.1.1 Salary must be negotiated within the approved salary range and micro-step placement identified for the classification.
- 5.1.2 Annual merit increases may be considered and awarded by the General Manager based on performance goals and in alignment with the Board-approved micro-steps of the EMT pay grades, not to exceed 5% annually.
- 5.1.3 Severance packages will not exceed six (6) month's salary.
- 5.1.4 The total benefits package offered to each EMT member (e.g. medical, dental, vision coverage, retirement, LTD, STD, life insurance, personal leave, etc.) will be based on OC San Policy 4.1 Insurance and Board Resolution No. OCSD 16-27.
  - 5.1.4.1 For EMT members who made the one-time election to remain on the executive benefits structure, the value of all benefits shall not exceed thirty-seven percent (37%) of the incumbent's compensation.
- 5.1.5 The value of the total compensation package will be evaluated against the market. Adjustments will be considered where market comparisons and other factors indicate they would be appropriate, and results reported to the Administration Committee. Market is determined using an Executive Management Compensation and Benefits Survey of OC San's comparison agencies.

5.2 General Counsel shall approve each employment At-Will agreement as to form.


## **6.0 EXCEPTIONS**

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 Employees who are hired or promoted into the Executive Management Team will be placed on an At-Will employment agreement.
- 7.2 Each At-Will employment agreement will be agreed upon between the General Manager and the Executive Management employee in accordance with the guidelines outlined in this policy.

## **8.0 RELATED DOCUMENTS**

- 8.1 Policy 1.4, Recruitment & Selection
- 8.2 Policy 4.1, Employee Benefits
- 8.3 Board Resolution No. OCSD 15-20
- 8.4 Board Resolution No. OCSD 16-27

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 1.8</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Business Ethics</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1. The purpose of this policy is to establish uniform guidelines and procedures for issues related to business ethics.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1. This policy applies to all Orange County Sanitation District (OC San) employees.

## 3.0 DEFINITIONS

- 3.1. Conflict of Interest means a conflict that arises when an OC San employee, or member of his or her immediate family, has a Financial Interest or a Significant Non-Financial Interest in any decision or other action that the employee may take in the course of his or her duties.
- 3.2. Designated Positions are those positions identified in OC San's Conflict of Interest Code.
- 3.3. Financial Interest has the same meaning set forth in the Political Reform Act, Government Code Section 87103 and its implementing regulations.
- 3.4. Gift has the same meaning set forth in the Political Reform Act, Government Code Section 81000 et seq. and regulations adopted thereunder, 2 Cal. Code of Regulations 18109 et seq.
- 3.5. Immediate Family Member is defined as the employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, sister, step-sister, husband, wife, domestic partner, biological child, step-child, adopted child, child of a domestic partner, step parent, grandchild, grandparent, foster parent, foster child, legal guardian, or any family member with whom the employee resides.
- 3.6. Significant Non-Financial Interest means a significant personal interest in any decision or other action, other than a Financial Interest, that could compromise the employee's duty of loyalty to OC San.

## 4.0 POLICY

- 4.1. OC San employees shall conduct their duties with disinterested skill, zeal, and diligence for the benefit of OC San and the public that OC San serves.

## 5.0 PROCEDURE

- 5.1. Conflicts of Interest: OC San employees shall not participate in any decision, or take any other type of action, in which they have a Conflict of Interest. When considering potential

Conflicts of Interest, OC San employees shall strive to avoid even the appearance of impropriety.

- 5.2. Gifts: OC San employees shall not receive, directly or indirectly, any Gift from any source that provides goods or services to OC San under a current contract or any source that intends to bid on an OC San contract for goods or services in the foreseeable future. Notwithstanding the foregoing, employees may accept the following items from existing and potential contractors:
  - 5.2.1. Food and drinks of nominal value in the ordinary course of OC San business;
  - 5.2.2. Unsolicited promotional items of nominal value; and
  - 5.2.3. Incidental transportation, provided that the transportation is furnished in connection with the employee's official duties and of a type customarily provided.
- 5.3. Return of Gifts: A Gift that is prohibited by this policy shall be returned to the donor. If the employee cannot return the Gift to the donor, the Gift shall be reported to the employee's supervisor and donated to a public or charitable organization.
- 5.4. Relationships with Contractors and Customers: Employees that supervise contractors and/or interact with customers must, at all times, act in an impartial manner without bias or favoritism. Employees shall not grant any special consideration, advantage, or treatment to any contractor or customer beyond that generally available to others in the same or similar circumstances.
- 5.5. Disclosure of Significant Personal Relationships with Contractors and Customers: Each OC San employee must promptly disclose any Significant Personal Relationship, as defined below, that the employee may have with any contractor that the employee supervises, and/or any customer that the employee regulates or otherwise interacts with during the course of the employee's duties.
  - 5.5.1. For purposes of this section 5.5, the term "Significant Personal Relationship" means (1) a romantic or intimate relationship, (2) a relationship within the employee's immediate family; (3) a relationship that involves one or more joint business ventures and/or joint ownership of real property or personal property of significant value, and (4) any other especially close personal relationship that may give rise to actual or apparent favoritism, bias, or preferential treatment.
  - 5.5.2. Employees must disclose Significant Personal Relationships to their supervisors, manager or the Human Resources Division immediately by completing a Significant Personal Relationship Disclosure Form.
  - 5.5.3. Upon disclosure, OC San will work with the employee to determine whether it is appropriate and possible to adjust work assignments, or take other action to eliminate any actual or apparent conflict of interest.
- 5.6. Use of OC San Assets: Employees shall not use or permit the use of OC San assets for personal gain or any purpose other than OC San business. OC San "assets" include, but are not limited to, OC San facilities, equipment, stationary, records, mailing lists, supplies, badges, vehicles, real and personal property, and employee staff time. Employees shall not conduct any personal business during work hours (unless expressly authorized such as internet usage during breaks/lunch periods), or direct any other employee to conduct

personal business on their behalf during scheduled work hours.


- 5.7. Confidential Information: OC San employees shall not willfully and knowingly disclose to any other person, confidential information acquired in the course of OC San employment.
- 5.8. Ethics Training: Employees holding Designated Positions must attend at least two (2) hours of ethics training every two (2) years and submit the associated certificate of attendance to the Clerk of the Board by April 1 of the year that training is due.
- 5.9. Legal & Regulatory Compliance: OC San employees are bound to uphold the Constitution of the United States and the Constitution of the State of California, and to carry out the laws of the nation, state and local government agencies, and the ordinances, resolutions, rules, policies and procedures of OC San.
- 5.10. Public Interest & Conduct: OC San employees are bound to observe the highest standards of morality and to perform the duties of their position regardless of personal consideration, recognizing that the public interest must be of primary concern and that their conduct must be above reproach.

## **6.0 EXCEPTIONS**

## **7.0 PROVISIONS AND CONDITIONS**

## **8.0 RELATED DOCUMENTS**

- 8.1. Political Reform Act, Government Code Section 81000 *et seq.*, and regulations adopted thereunder, 2 Cal. Code of Regulations 18109 *et seq.*
- 8.2. OC San Conflict of Interest Code
- 8.3. Significant Personal Relationship Disclosure Form

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 1.9</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Layoff Procedure</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

## 1.0 PURPOSE

1.1. The purpose of this policy is to establish uniform guidelines and procedures for layoff.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

2.1. This policy applies to all current Orange County Sanitation District (OC San) employees regardless of their organizational unit.

## 3.0 DEFINITIONS

3.1. Layoff means the involuntary release of an employee due to lack of work or lack of funds, as determined by OC San management.

## 4.0 POLICY

4.1. It is OC San policy to avoid layoffs if possible. In the event layoffs are necessary, the procedures in this policy shall be followed.

## 5.0 PROCEDURE

5.1. Notification of Layoff. If, in the sole discretion of OC San management, personnel reductions are necessary, layoff order and recall lists shall be developed based upon job classification, priority of function, job performance, individual qualifications and seniority. Employees subject to layoff shall be provided with at least two (2) weeks notification in writing whenever possible.

5.2. Request for Voluntary Demotion. Employees in classifications subject to layoff may request a voluntary demotion to any previously held position for which they remain qualified. Such request must be made in writing to the Human Resources Department within five (5) days of receipt of the Layoff Notice. The salary of an employee who voluntarily demotes shall be unchanged, except that it may not exceed the top step of the range for the lower level classification.

5.3. Recall Lists. Recall lists shall be developed for all classifications experiencing personnel reductions, and shall be maintained for a period of two (2) years from the date of layoff. Individuals shall be placed on the list in the inverse order of layoff, so that the last person laid off is the first recalled. When a vacancy occurs in a classification for which a recall list exists, an offer of reemployment shall be made to the individual on the top of the list. That individual must respond to the offer within five (5) days, or the offer shall be made to

the next person on the list. An individual who either does not respond or refuses three (3) consecutive offers shall have his/her name removed from the list.


## **6.0 EXCEPTIONS**

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1. Layoff Notification and Responses. All layoff notifications and responses must be in writing and delivered either in person or by Certified Mail. It is the responsibility of all employees to keep the Human Resources Department informed of their current address, or where they may be contacted.

## **8.0 RELATED DOCUMENTS**

- 8.1. Policy 1.10, Employee Separation

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 1.10</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Employee Separation</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

**1.0 PURPOSE**

1.1 The purpose of this policy is to establish uniform guidelines and procedures for processing employee separations.

**2.0 ORGANIZATIONAL UNITS AFFECTED**

2.1 This policy applies to all current Orange County Sanitation District (OC San) employees regardless of their organizational unit.

**3.0 DEFINITIONS**

- 3.1 At-Will is an employment status that either party may terminate at any time. An employer can discontinue the employment of an At-Will employee with or without cause.
- 3.2 Consolidated Omnibus Budget Reconciliation Act (COBRA) is a federal law that gives employees and dependents who lose their group health insurance the right to elect to continue health insurance coverage for eighteen (18) or thirty-six (36) months under certain circumstances.
- 3.3 Dismissal is a separation from OC San employment of a regular employee initiated by OC San for just cause or the separation of an At-Will employee.
- 3.4 Exempt employees are those employees who are not covered by the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended. Such employees are considered exempt by virtue of their duties in conformance with the Act's definition of executive, administrative and professional responsibilities.
- 3.5 Layoff is the involuntary release of an employee due to lack of work or lack of funds.
- 3.6 Non-Exempt are those employees who are covered by the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended. Such employees, because of the type of work that they perform and their earnings level, are subject to receiving overtime pay.
- 3.7 Resignation is a voluntary separation, including, but not limited to: retirement, resignation with or without notice; an unauthorized absence of three (3) or more consecutive working days; failure to return from leave of absence as arranged; or failure to return from layoff upon recall.

- 3.8 Termination Date is considered to be the last day actually worked by an employee irrespective of any additional pay they may receive.

#### 4.0 POLICY

- 4.1 The General Manager, Executive Management Team (EMT) members, new-hire probationary employees, and student interns serve At-Will and may be released from employment without cause or recourse to any appeal or grievance procedures.
- 4.2 Employees that are on their initial probationary period are also considered At-Will employees.
- 4.3 It is OC San's policy to provide consistent guidelines for the administrative separation of individuals from OC San employment consistent with positive employee relations practices.
- 4.4 Employees may be separated due to a resignation, retirement, layoff, dismissal, or death.

#### 5.0 PROCEDURE

- 5.1 Notice. If separation is due to layoff, the employee will be given at least two (2) weeks notice. At OC San's discretion, the employee may be expected to continue to work during this period. The layoff notice requirement does not affect At-Will employees.
- 5.2 Employees resigning from OC San are expected to give a minimum of two (2) weeks advanced written notice prior to leaving. OC San may accept in writing any verbal or written resignation at any time and deem such resignation irrevocable. Voluntary written resignation of employment with OC San is automatically deemed irrevocable after seventy-two (72) hours from OC San's receipt of the resignation except by approval of the Human Resources Department.
- 5.3 Pay in Lieu of Notice. Immediate separation from duties may occasionally be desirable to minimize adverse effects on other employees or to allow the separated employee more time to seek new employment. Pay may be provided in lieu of notice depending on the employee's length of service.
- 5.4 Management Approvals. When an employee is released for reasons other than dismissal, written approval will be required from the Director of Human Resources, or designee, and two levels of management above the employee. Release of an Assistant General Manager will require written approval of the General Manager and the Board of Directors.
- 5.5 Change of Status. The immediate supervisor of the separating employee, or Human Resources is responsible for initiating the Employee Status Change form and designating the appropriate separation category.
- 5.6 Final Paycheck. Payroll is responsible for calculating and preparing the final paycheck in accordance with appropriate policy, and ensuring that final pay is issued to the separating employee not later than the subsequent regular pay day.
- 5.7 Exit Interview. All separating employees will be asked to participate in an exit interview



conducted by the Human Resources Department. The purpose of the exit interview is to attempt to determine the individual's reasons for leaving OC San, identify possible grievances, or explain the reasons for layoff or release. An additional goal of the exit interview is to retain the goodwill of the employee towards OC San and to review all benefits available to the separating employee.

- 5.8 The exit interview will be scheduled by the Human Resources Department during the separating employee's notice period or on the last day of employment. All OC San property shall be returned to the employee's supervisor or Human Resources prior to the last day of employment.

## 6.0 EXCEPTIONS

## 7.0 PROVISIONS AND CONDITIONS

### 7.1 Benefits Eligibility.

- 7.1.2 Severance Pay. When a full-time regular employee is separated from employment by action of OC San, except for disciplinary cause, the employee will be notified in writing two (2) weeks prior to the effective separation date. Unless otherwise stipulated in the employee's affiliated bargaining unit Memorandum of Understanding, the employee will be entitled to severance pay in accordance with the formula set forth below:

7.1.2.1 Full-time, regular employees shall be entitled to eight (8) hours pay for each full calendar month of continuous employment not to exceed one hundred sixty (160) hours pay, or as may be determined by the General Manager.

- 7.1.3 Employees in part-time positions, student interns, probationary employees, and employees who are separated for cause are not eligible for severance pay under any circumstances.

- 7.1.4 Vacation, Personal Leave, and Compensatory Time. When an employee is separated for any reason, they will receive payment for all accrued vacation, personal leave, and banked compensatory time earned but not taken.

- 7.1.5 Sick Leave. Payment will be made to the separating employee for accrued, unused sick leave hours according to the following schedule:

<b>Accrued Sick Leave Hours</b>	<b>Rate of Payoff</b>
101 to 240 hours	25%
241 to 560 hours	35%
Over 560 hours	50%

7.1.6 Employees who retire or spouses of employees who decease shall be paid for all accrued and unused sick leave hours, as follows:


<b>Years of Service</b>	<b>Rate of Payoff</b>
Less than 20 years of service	75%
20 or more years of service	100%

7.1.7 Cancellation of Benefits and Insurance Conversion. All employee benefits will cease upon the date of termination. Coverage under the Group Insurance Programs for Medical, Dental, Vision, Life, and Accidental Death and Dismemberment will continue to the end of the month in which the termination date occurs. Upon reaching the end of the month in which the termination date occurs, these benefit coverages will cease.

7.1.8 Health Insurance. Employees separated from employment may be eligible to continue their medical, dental, vision, and employee assistance insurance program benefits in accordance with the provisions of COBRA.

## **8.0 RELATED DOCUMENTS**

- 8.1 Policy 1.7, At-Will EMT Employment Agreements
- 8.2 Policy 3.3, Leave of Absence With Pay
- 8.3 Policy 5.18, Use of OC San Property
- 8.4 Policy 5.2, Discipline
- 8.5 Financial Management Policy and Procedure (Number 301-3-1)

 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 1.11</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Temporary and Contract Worker</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for hiring temporary and contract workers so that the Orange County Sanitation District (OC San) can make appropriate management decisions, administer programs, and satisfy legal and compliance requirements.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all current Orange County Sanitation District (OC San) managers and supervisors who utilized temporary and contractor workers.

## 3.0 DEFINITIONS

- 3.1 Temporary Worker(s) – An individual who is employed with a staffing agency (labor supplier) and whose assignment with OC San is limited to 1,600 hours per year.
- 3.2 Contract Worker(s) – A worker who provides services pursuant to a contract agreement for services and who is not entitled to an employee status.

## 4.0 POLICY

- 4.1 Temporary and Contract Workers may be hired without following OC San Policy 1.4, Recruitment and Selection.
- 4.2 The service of a Temporary or Contract Worker may be discontinued by an OC San management representative or the Director of Human Resources (or designee) at any time.
- 4.3 Temporary and Contract Workers are not granted preferential treatment based on their relationship with OC San if they apply for a permanent position with OC San.
- 4.4 Temporary Workers shall be provided rest periods and non-paid lunch breaks as required by law.
- 4.5 Contract Workers shall determine on their own or through their contract employer the provisions of meal and rest periods required by law.
- 4.6 OC San retirees may not return to OC San as a Temporary or Contract Worker for 180 days following their date of retirement from OCERS.
- 4.7 Temporary and Contract Workers are not in a collective bargaining unit and are not entitled to any of the contract rights granted to represented OC San employees.

- 4.7.1 They are not eligible for OC San fringe benefits (medical, dental, sick leave, vacation, paid holidays, comp time, etc.), salary increases, reclassification, or for shift differential or special pay.
- 4.7.2 They are not entitled to membership in Orange County Employee Retirement System or any other deferred compensation benefit plan through OC San.
- 4.8 Before Temporary and Contract Workers are used, the hiring division must ensure that the utilization of the worker is essential, and the work assignment cannot be performed by regular OC San employees.
- 4.9 Temporary Workers
  - 4.9.1 It is the responsibility of the hiring division to budget for, and ensure that funds are available within the Board-approved annual temporary services budget prior to requesting a temporary worker.
  - 4.9.2 The maximum duration for any Temporary Worker assignment is one (1) year. Temporary Workers are hired in six (6) month increments.
  - 4.9.3 The documentation to request a Temporary Worker assignment must be submitted to the Human Resources Department.
  - 4.9.4 Divisions are not authorized to directly hire Temporary Workers without the prior approval of the Director of Human Resources (or designee).
- 4.10 Contract Workers
  - 4.10.1 The division hiring authority must notify the Human Resources Department of all intended contracts that involve Contract Workers through a Professional Services agreement.

## **5.0 PROCEDURE**

- 5.1 Temporary Workers
  - 5.1.1 The division hiring authority must coordinate temporary staffing with the Human Resources Department.
  - 5.1.2 The division hiring authority requesting a Temporary Worker must complete, in detail, through a request for temporary staff form.
    - 5.1.2.1 The completed form must be submitted and approved by the Director of Human Resources (or designee).
  - 5.1.3 If an interview is needed (in person or over the phone) a Human Resources representative presence is not required.
  - 5.1.4 The division hiring authority will not contact the temporary staffing agency to request temporary staff, negotiate bill rates, or renew contracts.
  - 5.1.5 Human Resources will make all arrangements with the temporary staffing agency and notify the appropriate hiring authority of the Temporary Worker's name and start date.

- 5.1.6 The hiring authority should submit a service desk request to the Information Technology Division (250) for a computer, network/internet access (if applicable) and programs as well as a telephone/voicemail for the Temporary Worker prior to the Temporary Worker's start date.
- 5.1.7 The hiring authority must notify the Human Resources Department when the Temporary Worker assignment has ended.
- 5.1.8 It is the responsibility of each division to verify the accuracy of invoices submitted to include actual hours worked and rate charged to OC San.
- 5.1.9 Temporary Worker time off requests should not be reviewed or approved by OC San employee, rather provided directly from the Temporary Workers' staffing agency.
- 5.1.10 Temporary Worker timecards must be completed by the manager or supervisor they are assigned to work for.
- 5.1.11 OC San Employees are not authorized to sign timecards for Temporary Workers.
- 5.1.12 Temporary assignments will terminate on the date indicated on the original request or upon completion of 1,600 work hours in a one-year period, whichever comes first, unless discontinued earlier by an OC San management representative or the Director of Human Resources (or designee).
- 5.1.13 If an extension is requested, attach a copy of the original request to the extension request form, obtain the necessary approval signatures (Department Manager & Department Head) and forward to Human Resources Director (or designee) for approval.
- 5.1.14 Signed extension requests must be submitted to Human Resources Department two (2) weeks prior to the end date indicated on the original temporary services request form.

## 5.2 Professional Services Agreements (Contract Workers)

- 5.2.1 The division hiring authority requesting contract workers must work through the formal procurement process established by Purchasing and Contract Administration Division.
- 5.2.2 The hiring authority should submit a service desk request to the Information Technology Division (250) for a computer, network/internet access (if applicable) and programs as well as a telephone/voicemail for the contract worker prior to the temporary worker's start date.
- 5.2.3 It is the responsibility of each division to verify the accuracy of invoices submitted to include actual hours worked and rate charged to OC San.
- 5.2.4 Contract Worker timecards must be completed by the manager or supervisor they are assigned to work for.
- 5.2.5 OC San Employees are not authorized to sign timecards for Contract Workers.
- 5.2.6 Contract Worker assignments will terminate on the date indicated on the contract, unless discontinued earlier by an OC San management representative or the Director of Human Resources (or designee).


**6.0 EXCEPTIONS**

**7.0 PROVISIONS AND CONDITIONS**

**8.0 RELATED DOCUMENTS**

8.1 Injury and Illness Prevention Program

8.2 Temporary Staffing Services – Request Form

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 1.12</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Student Internship Program</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

## 1.0 PURPOSE

- 1.1 The Orange County Sanitation District's (OC San) Student Internship Program offers opportunities for ***undergraduate***, ***graduate***, and ***vocational*** students.
- 1.2 An internship is designed to provide career-related work experience, workplace readiness skills, and an understanding of different career opportunities to supplement and enhance a student's academic and vocational studies.
- 1.3 OC San's Student Internship Program helps to develop and prepare the future workforce in our community. The program can be part of a student's educational plan to explore a given career path that integrates classroom study with planned, supervised work. It will enable the intern to experience the daily challenges and rewards of public service, and the ability to explore opportunities in a variety of disciplines, including: Engineering; Wastewater Operations and Collections; Mechanical, Instrumentation and Electrical Maintenance; Information Technology; Laboratory and Ocean Monitoring; Public Affairs; and Human Resources.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all OC San undergraduate, graduate, and vocational interns.

## 3.0 DEFINITIONS

- 3.1 Undergraduate and Graduate Internships are internships in which undergraduate and graduate students obtain valuable experience in ***professional occupations*** related to their field of study.
- 3.2 Vocational Internships are internships in which vocational students gain valuable experience in ***trade occupations*** by rotating through different areas of the plant, including: Wastewater Operations, Mechanical Maintenance, Collections & Rebuild, and Instrumentation & Electrical Maintenance.

## 4.0 POLICY

### 4.1 WORK HOURS

- 4.1.1 *The following restrictions apply to work hours for student interns:*

- 4.1.1.1 Work hours will be established between the intern and division manager (or designee), and should be between core hours whenever possible.
- 4.1.1.2 Interns are not authorized to work overtime or to perform unsupervised work under any circumstances.
- 4.1.1.3 Interns are not authorized to work beyond the maximum hours in a work week, which is defined as:
  - 4.1.1.3.1 A maximum of 20 hours per work week for undergraduate and graduate students; and
  - 4.1.1.3.2 A maximum of 28 hours per work week for vocational interns.
- 4.1.1.4 The schedule for vocational interns is Monday through Thursday. The hours are from 6:00AM to 1:30PM (may be 7:00AM to 2:30PM during training and some assignments) with a ½ hour uncompensated meal break.

## 5.0 PROCEDURE

### 5.1 GOALS

- 5.1.1 Listed below are several different goals that OC San expects to accomplish with the program. These goals reflect OC San's desire to help students give back to the community, and provide a means to prepare the future workforce.
  - 5.1.1.1 Provide meaningful career-related knowledge and on-the-job experience to students, through a **paid** internship.
  - 5.1.1.2 Expose students to real-world challenges and trends in various occupations.
  - 5.1.1.3 Enable the student to establish effective working relationships and build a professional network with subject matter experts.
  - 5.1.1.4 Provide firsthand knowledge and understanding of government processes and OC San's Core Values.
  - 5.1.1.5 Help educate communities, universities, and colleges on environmental protection issues.
  - 5.1.1.6 Provide awareness of opportunities and requirements in a chosen career field in the public sector.
  - 5.1.1.7 Broaden the student's skills and competencies to meet the future workforce needs for OC San and other public agencies.
  - 5.1.1.8 Promote collaboration between public sector employers and educational institutions to support workforce development.



5.1.1.9 Promote OC San as an employer of choice among students, universities, colleges, and the community.

5.1.1.10 Integrate the student as a contributing member of OC San.

## 5.2 **TERMS AND CONDITIONS**

5.2.1 OC San, in its sole discretion, reserves the right to modify, revise or eliminate this program at any time. Participation in the program is contingent upon meeting the established eligibility requirements, and may continue if OC San's workload dictates a need.

5.2.2 Interns are not considered regular employees and therefore are not eligible for organizational benefits including but not limited to retirement, insurance coverage, and accrued or paid time off; except for sick leave provided in accordance with California's Paid Sick Leave Law and as outlined in this policy.

5.2.3 Student interns are considered at-will positions and are subject to the following terms and conditions:

5.2.3.1 Students selected for an internship must successfully complete a pre-employment screening process, which may include: background investigation, drug screening, and physical exam.

5.2.3.2 Participation in the program does not constitute an employment contract nor does it guarantee employment with OC San upon completion of the program.

5.2.3.3 Interns will receive an orientation and general safety training, as necessary. Intern work assignments will not be made until the orientation and all necessary safety training are completed.

5.2.3.4 Interns are not authorized to attend any training outside of the required safety training.

5.2.3.5 Upon successful completion of an internship, students may apply for an internship in a different division/department within OC San.

5.2.3.6 Intern experience qualifies as professional experience to meet employment standards for OC San positions.

5.2.3.7 If applicable, uniforms and/or personal protective equipment (PPE) such as safety boots, goggles, and hard hats must be worn in all specified areas.

5.2.3.8 Undergraduate and graduate internships end when the student has worked the total number of hours requested by the division through the budget process or 12 months, whichever comes first.

5.2.3.8.1 Department Heads may request to extend the duration of a student internship for an additional 12 months subject to budget approval. No internship shall exceed a total duration of 24 months.

- 5.2.3.9 Vocational internships are 52 weeks and consist of a 1-week Orientation and 51 weeks of Rotation Assignments.

### 5.3 **ELIGIBILITY**

#### 5.3.1 *This section applies to all student interns:*

- 5.3.1.1 Students must be enrolled in a college, university or vocational school to be eligible to participate in the program.
- 5.3.1.2 Students must be in “good standing” at their school, and maintain a GPA of 2.0 or better to remain in the internship program.
- 5.3.1.3 Students must be at least 18 years of age and legally authorized to work in the United States.
- 5.3.1.4 Students may be required to provide a letter of recommendation from a professor as part of their application process.
- 5.3.1.5 Students must have satisfactory performance and attendance, and will be evaluated throughout the internship to determine eligibility to continue in the program.
- 5.3.1.6 Students must submit a “student verification” or verification of enrollment from the registrar’s office to establish a pay rate based on academic level, as applicable, and as proof of enrollment. Verifications are required each semester.
- 5.3.1.7 Students are eligible to remain in the internship program throughout the year (including during school breaks) if they are enrolled as a full-time student in fall and spring semester, or during the four quarters of the year, and if OC San’s workload dictates a need.

#### 5.3.2 *These additional sections apply to undergraduate / graduate student internships:*

- 5.3.2.1 Students must be enrolled full-time in a four-year undergraduate program or a graduate program that is in a field of study related to the internship for which they are applying.
- 5.3.2.2 Students must have at least one (1) year remaining in school at the beginning of their internship.
- 5.3.2.3 Students enrolled in an undergraduate program must be at junior level status or above, which is the timeframe when students undertake upper-division core courses.

#### 5.3.3 *These additional sections apply to vocational student internships:*

- 5.3.3.1 Students must have completed at least six (6) units within a college, university, or vocational school’s Water Utility Science Program, or related field of study, to ensure that students being considered are interested and committed to working in the wastewater industry.

- 5.3.3.2 Students must be enrolled in at least three (3) units in the Water Utility Science Program at Santiago Canyon College or comparable class at another educational institution for the duration of the internship.

## 5.4 **APPLICATION PROCESS**

### 5.4.1 *Recruiting*

- 5.4.1.1 Recruiting for internship positions differs in several respects from OC San's traditional recruitment process:

- 5.4.1.1.1 Internships may be posted on local college, university, technical and vocational school (as applicable) websites.

- 5.4.1.1.2 Internships may be posted to intern-specific job websites.

- 5.4.1.1.3 OC San may work with college career centers and faculty to outreach to potential internship candidates.

- 5.4.1.1.4 OC San may participate in college, university, and school campus events like job fairs and utilize bulletin boards and other communication methods for student and community outreach about internships and careers offered through OC San.

### 5.4.2 *Selecting*

- 5.4.2.1 HR will pre-screen student applications to ensure that each candidate meets the requirements for the internship. The HR representative will coordinate with the hiring manager to select the best candidates, based on academic level and area of study, from the group of qualified individuals. HR may enlist the assistance of career centers at the local colleges, universities, and schools to identify and pre-screen students for available OC San internships.

- 5.4.2.2 The interview panel will generally include an HR representative, and the person that will be supervising the work of the intern. It may include other persons, if necessary.

- 5.4.2.3 The student that appears to be the best overall fit will be the person considered for the internship. The division manager (or designee) will make the final selection.

### 5.4.3 *Hiring*

- 5.4.3.1 Upon receiving an official verification of enrollment from the educational institution indicating academic level and status, the selected student will be made an offer and will be compensated in accordance with the current intern pay scale. This pay scale is detailed later in this document. After the verbal offer has been made and accepted, the student will be scheduled for the pre-employment screening process.

5.5 **WORK ASSIGNMENTS & EVALUATION**

- 5.5.1 The nature of the work assignments given the student is one of the most important internship components, and it should include diverse responsibilities.
- 5.5.2 The internship experience should provide the opportunity for the intern to learn new skills and perform work in a real-world setting, integrating the student as a contributing member of OC San.
- 5.5.3 The work assigned should benefit the student and be a good investment of OC San time and resources. Providing meaningful work experiences is the focus of the program.

5.6 **COMPENSATION**

- 5.6.1 Student internships with OC San are on a paid basis and are offered as “at-will” employment. The rate of pay is based on the type of student and the intern’s academic level in school, as listed below.

Vocational student	=	\$15 per hour
Undergraduate student	=	\$17 per hour
Graduate student	=	\$20 per hour

5.7 **PAID SICK LEAVE**

- 5.7.1 California’s Paid Sick Leave law requires OC San to provide paid sick leave to interns under the following conditions:
  - 5.7.1.1 An intern begins to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of the internship. An intern is not eligible to begin using any accrued paid sick leave until after the first 90-days of their internship.
  - 5.7.1.2 An intern is only allowed to use up to a maximum of 3-days or 24 hours of paid sick leave in a 12-month period.
  - 5.7.1.3 An intern can only accrue paid sick leave up to a cap of 6-days or 48 hours ongoing.
  - 5.7.1.4 Any unused accrued paid sick leave carries over year to year while continuously working at OC San.
  - 5.7.1.5 In accordance with California’s Paid Sick Leave law, an intern may use 3-days or 24 hours of accrued paid sick leave in a 12-month period for one of the following reasons:
    - 5.7.1.6 For the intern’s own diagnosis, care, or treatment of an existing health condition or preventative care.
    - 5.7.1.7 For the diagnosis, care, or treatment of an existing health condition or preventative care for an intern’s family member, including:
      - *Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the intern stands in loco parentis.)*

- *Spouse or Registered Domestic Partner*
- *Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an intern or the intern's spouse or registered domestic partner, or a person who stood in loco parentis when the intern was a minor child.)*
- *Grandparent*
- *Grandchild*
- *Sibling.*

5.7.1.7.1 To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

- *A temporary restraining order or restraining order.*
- *Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.*
- *To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.*
- *To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.*
- *To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.*
- *To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.*

5.7.1.8 Interns shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the intern shall provide notice of the need for the leave to their supervisor as soon as is practicable.

5.7.1.9 An intern who uses paid sick leave must do so with a minimum increment of one-half (0.5) hour

5.7.1.10 Paid sick leave will not be considered hours worked for purposes of overtime calculation. An intern will not receive compensation for unused accrued paid sick leave upon termination, resignation, or other separation from their student internship at OC San.

- 5.7.1.11 If an intern separates from their internship at OC San and is re-hired by OC San within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law. However, if the individual had not yet worked the requisite 90-day period to use paid sick leave at the time of separation, the individual must still satisfy the 90-day requirement collectively over the periods with OC San before any paid sick leave can be used.

## 5.8 **PROGRAM ADMINISTRATION & RESPONSIBILITIES**

### 5.8.1 *Human Resources Department*

- 5.8.1.1 The HR Department will administer and manage the Student Internship Program. This includes assisting with personnel requisitions, postings, advertising, and applicant screening, as well as working with division management on scheduling interviews.

### 5.8.2 *Finance Department*

- 5.8.2.1 The Finance Department is responsible for tracking and reporting on the hours worked by interns based on timecard records. By running bi-weekly reports on the total hours an intern has worked to date, Finance identifies and notifies the appropriate division manager (or designee) of intern(s) who may be reaching the maximum total hours for the internship.

### 5.8.3 *Divisional Management*

- 5.8.3.1 Divisions needing an intern are responsible for preparing and submitting a decision package to the Financial Management Division for consideration during the annual budget cycle. Justification of the need, a description of the specific work that the intern will perform, and the total number of hours requested must be provided.
- 5.8.3.2 The division manager (or designee) is also responsible for scheduling, overseeing, and mentoring the intern during the period assigned. Interns should be supervised closely with regular, frequent contact occurring between the division manager (or designee) and the intern.
- 5.8.3.3 Additionally, the division manager (or designee) will: 1) provide meaningful tasks and responsibilities in order for the student intern to gain knowledge and skills to further their development; 2) conduct informal performance evaluations and feedback sessions for the intern; and 3) track the hours worked and adhere to the established maximums in accordance with this policy.

## 5.9 **EMPLOYMENT OPPORTUNITIES**

- 5.9.1 All interested students are encouraged to review OC San's internship policy (this document), and job announcement requirements to determine their eligibility to participate in the program.


## **6.0 EXCEPTIONS**

- 6.1 Any exceptions to this policy must be approved by Human Resources and the General Manager.

## **7.0 PROVISIONS AND CONDITIONS**

## **8.0 RELATED DOCUMENTS**

- 8.1 Healthy Workplace Healthy Family Act of 2014 (AB 1522)
- 8.2 Student Internship Program, Internship Guidelines
- 8.3 Vocational Internship Guidelines

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 2.1</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Classification &amp; Compensation</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish and maintain uniform guidelines and procedures for use in the administration of the Orange County Sanitation District's (OC San's) classification and compensation programs.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 All OC San employees, as specified herein.

## 3.0 DEFINITIONS

- 3.1 At-Will is an employment status that either party may terminate at any time. An employer can terminate the employment of an At-Will employee with or without cause if there is no express contract for a definite term governing the employment relationship.
- 3.2 Budgeted Positions are those positions that have been formally approved and authorized by the Board of Directors during the budget process.
- 3.3 Classifications are groups of positions, regardless of location, which are alike enough in duties and responsibilities to be called by the same descriptive title, to be given the same pay scale under similar conditions, and to require substantially the same qualifications.
- 3.4 Comparative Labor Market are those agencies that the Board of Directors considers most comparable to OC San in terms of agency size, function, population served, employee population job function, technology, and equipment.
- 3.5 Equity Adjustment is a modification to an employee's salary so that the salary remains competitive to the job's relative value to the organization.
- 3.6 Inequity is an unusual salary disparity either between an employee and the comparative labor market or between two (2) or more employees.
- 3.7 Market Rate is the prevailing salary being paid in the comparable labor market for a given job.
- 3.8 Pay Grade is an organizational unit into which classifications of the same or similar value are grouped for compensation purposes. All classifications in a pay grade have the same salary range.



- 3.9 Reclassification is the assignment of a new classification specification and/or salary range to an existing position.
- 3.10 Salary Ranges are the spread of pay rates set for a pay grade or classification, from minimum to maximum. Employee salaries must fall somewhere on the continuum for their job and are set in accordance with policy.
- 3.11 Salary Range Adjustments can occur when a salary range is updated or changed.
- 3.12 Y-Rating is the freezing of an employee's salary that exceeds the salary range maximum of a position that has been allocated to a lower paid classification.
- 3.13 Decision Packages are requests by departments for new programs, positions, capital equipment, and reclassifications of existing positions during the budget development process.

#### **4.0 POLICY**

- 4.1 It is the policy of OC San to apply uniform classification and compensation standards. OC San's Classification and Compensation Program provides for the establishment of a wage and benefit structure that allows OC San to effectively compete in the labor market and to retain present employees through an internally consistent measure of relative job worth and personal merit. Every position is assigned to a pay grade based upon OC San's compensation strategy, which strives to be internally equitable and externally competitive. The salary ranges are accessible on OC San's internet website.
- 4.2 It is OC San policy to correct pay inequities, in accordance with this policy, that cannot be remedied through annual merit adjustments.
- 4.3 The General Manager is authorized to employ and assign persons as needed to occupy budgeted positions and to exercise supervision over all persons in accordance with the provisions of this policy and to terminate, for cause, the employment of any regular full time employee employed under these provisions.
- 4.4 The findings of the Human Resources Department on classification and compensation studies are final and not subject to the appeal, problem-solving or grievance processes.
- 4.5 New-hire probationary, temporary, contract, student and vocational interns, and executive management employees, may be released from employment at OC San's sole discretion.
- 4.6 Employees that are on their initial probationary period are considered At-Will employees.
- 4.7 Non-management employees are awarded merit increases based upon their performance as determined by the OC San Performance Management Program. The specific evaluation process is set forth in the Performance Management Program Guidelines.
- 4.8 Increases to pay will apply only to eligible employees in an active payroll status on the effective date of implementation. Eligible employees will not receive retroactivity if active payroll status becomes effective after the date of implementation.

- 4.9 Salary range adjustments for represented employees will be based on applicable Memorandum of Understanding (MOU) provisions. Salary range adjustments for unrepresented employees may be reviewed annually and changed via Board Resolution.

## 5.0 PROCEDURE

### 5.1 CLASSIFICATION

5.1.1 Classification Studies: Employees who believe their position is not properly classified may submit a written request to the Department Head requesting that a classification study be conducted. The Department Head will acknowledge the request in writing, review the request for accuracy, and forward it to the Human Resources for review.

5.1.1.1 Classification studies can be requested by employees twice during the year - during the annual budget planning process and in November. Those reclassifications approved in the budget may be made effective any time during the new fiscal year.

5.1.1.2 Classification study requests must be submitted to Human Resources no later than October 1<sup>st</sup> for the November cycle and in accordance with the submittal schedule for the annual budget planning process.

5.1.1.3 Classification studies may be conducted at the discretion of OC San to ensure that the duties and responsibilities of all employees are appropriately allocated within the classification structure.

5.1.1.4 Classification studies may result in:

5.1.1.4.1 Employees being reclassified to either a lower or higher level classification.

5.1.1.4.2 Employees being reclassified to a newly created classification.

5.1.1.4.3 Employees remaining in the current classification.

5.1.1.5 All classification study findings regarding existing classifications are subject to approval by the General Manager; findings recommending the establishment of new job classifications are subject to approval by OC San's Board of Directors.

5.1.1.6 Reclassifications: Reclassification Guidelines have been established to ensure fair and objective processes are in place to support uniform application of classification and compensation standards. The Reclassification Guidelines are located on the Human Resources pages on OC San's intranet site.

5.1.1.7 Position reclassification categories are as follows:

5.1.1.7.1 Upward: An upward position reclassification occurs when the degree of change in job responsibilities, duties, judgement, accountability, and complexity requirements is substantive and significant. A significant change in the duties within a position may result in a job being placed at a higher salary

grade. The following requirements apply to Upward Reclassifications:

- The incumbent has been in the position being considered for reclassification and performing the higher level duties for at least six (6) months;
- The incumbent meets the qualifications for the position being considered for reclassification; and
- If the position being considered for reclassification is a supervisory classification, the position must be openly recruited.

5.1.1.7.2 Downward: A downward position reclassification occurs when there is a significant reduction in the level of work required. The reduction in the level of work required results in the job being placed in a lower salary grade, which may effectuate the Y-Rating provision.

5.1.1.8.3 Lateral: A lateral position reclassification occurs when job responsibilities, duties, and requirements reflect no degree of change. The job remains in its current salary grade placement.

Additional information about reclassifications can be found on OC San's intranet site.

## 5.2 **COMPENSATION**

5.2.1 Equity Adjustments: Equity adjustment requests are submitted as Decision Packages during the budget process or outside the budget process if deemed appropriate by the General Manager.

5.2.1.1 An analysis of the salary disparity will be conducted by Human Resources to include factors such as education, skills, related work experience, length of service, and job performance of the affected employee.

5.2.1.2 The application of an equity adjustment in addressing salary disparity may be appropriate in the following exceptional circumstances:

- Department/division restructures that result in an employee taking on additional staff and/or additional job responsibilities not warranting an upward reclassification.
- Salary compaction between managers/supervisors and their direct reports.
- Salary inequity between and among employees holding similar positions. The factors of education, skills, related work experience, length of service, and job performance of affected employees will be considered in determining the most appropriate salary relationship.

5.2.1.3 There shall be no right to an equity adjustment. Such adjustments shall be made at the sole discretion of OC San and shall not be subject to the grievance procedure or to judicial review.

- 5.2.2 Grade Five (5) California Wastewater Treatment Plant Operator Certificate Pay: It is the policy of OC San to compensate employees in the Operations Divisions who perform duties involving the operation and control of wastewater through the treatment plant for the obtainment of a California Wastewater Treatment Plant Operator's Grade V Certificate.
- 5.2.2.1 Certificate Pay applies to all OC San employees who have successfully completed the first six months of their initial probationary period of employment.
  - 5.2.2.2 Employees who perform duties involving the operation and control of wastewater through the treatment plant are eligible to receive a 1.375% increase, upon obtainment of a California Wastewater Treatment Plant Operator's Grade V Certificate.
  - 5.2.2.3 Employees who fail to maintain their Grade V Certificate will lose the Grade V Certificate pay.
  - 5.2.2.4 Employees in classifications with a minimum qualification of California Wastewater Treatment Plant Operator's Grade V Certificate are not entitled to Grade V Certificate pay.
  - 5.2.2.5 Employees who receive Grade V Certificate Pay are ineligible to receive Development Pay for the Grade V California Wastewater Treatment Plant Operator Certificate. Employees who possess a Grade V Certificate and do not meet the criteria for Grade V Pay are eligible for Development Pay in accordance with the Development Pay Program Guidelines.
- 5.2.3 Merit Increases. Employees will be eligible for a merit increase based upon receipt of a year-end (over a 12-month period) performance appraisal issued by the assigned supervisor. Merit increases will be paid according to the following:
- 5.2.3.1 Employees must have a proficient year-end performance appraisal to receive a one (1) step base-building merit increase until earning placement at the top of the salary range, step five (5).
  - 5.2.3.2 Employees who are placed on a Performance Improvement Plan (PIP) due to a needs improvement performance review on the year-end appraisal or who are on a PIP at the time of the year-end appraisal period will remain at their current step until the PIP is satisfactorily completed.
  - 5.2.3.3 Managers and EMT annual merit increases are based on performance in established organization and individual goals.
- 5.2.4 New Employees: The Human Resources representative determines an appropriate starting salary at or near the first step of the salary range for all candidates based on the applicant's qualifications, years of experience, and educational background, as listed on the job application.
- 5.2.4.1 If a candidate requests a specific salary, an analysis will be conducted to determine recommended placement in the applicable salary range. The determination will consider the relationship of the candidate's proposed

salary to that of employees in the same classification and to employees supervised, if applicable.

5.2.4.2 If market or other material conditions necessitate offering a job candidate a pay rate up to the salary range mid-point, a Department Head may recommend, and with the concurrence of the Director of Human Resources, may approve the proposed hire rate.

5.2.4.3 The General Manager, or designee, shall approve all recommended salary offers that would result in a new hire pay rate at Step 4 or greater.

5.2.4.4 Exempt and non-exempt employees shall be compensated within the salary range authorized for the classification in which they are employed and, in the case of non-exempt employees, in accordance with FLSA provisions.

5.2.5 Pay Grades: Each pay grade is divided into five (5) steps, with an approximate 5.0% difference between each step.

5.2.5.1 Manager and EMT pay grades are divided into five (5) steps, and each step is divided into ten (10) micro-steps.

5.2.6 Promotional Increases: Promoted employees normally will receive the equivalent of a one (1) step increase in pay or an increase to the minimum rate of the new classification, whichever is greater.

5.2.6.1 Promotional increase in pay will be effective the first day of the next pay period following the approval of referral to hire by the Department Head (or designee).

5.2.6.2 Employees shall not receive a probationary salary adjustment at the conclusion of the Promotional Probationary Period.

5.2.7 Salary Range Adjustments: Employees whose position ranges are updated or changed will be moved from the original salary range to a step in the new salary range that most closely aligns with their current rate of pay.

5.2.8 Upward Reclassification Increases: Employees approved for an upward reclassification will normally receive an increase of at least one (1) step or a salary increase to the minimum of the new pay range.

5.2.9 Y-Rating: In the event the duties and responsibilities of a position are allocated to a lower paid classification and the incumbent's salary is above the salary range maximum of the lower paid classification, the salary of the incumbent of that position will remain unchanged, unless otherwise stipulated by an employee's affiliated bargaining unit MOU.

5.2.9.1 Y-Rating will be granted for all reclassifications where employees are working in a job classification with a lower salary range maximum rate of pay resulting from changes to OC San's staffing requirements, organizational structure or "bumping" associated with layoffs.

5.2.9.2 Y-Rating shall not apply in cases involving disciplinary actions or voluntary changes to a job classification with a lower salary range maximum rate of pay (unless otherwise authorized by the General Manager).

5.2.9.3 The Y-Rating will remain in effect until the salary range maximum for the new classification equals or exceeds the employee's Y-Rated salary.

5.2.9.4 Employees become eligible for merit increases and salary range adjustments when the Y-Rating is no longer in effect.

5.2.9.5 Y-Rating may also apply when an existing employee is selected as an Operator-in-Training or Power Plant Operator I candidate, as stipulated by the affiliated bargaining unit MOU.

## **6.0 EXCEPTIONS**

6.1 The procedures of this policy do not apply to individuals serving in an At-Will employment status.

6.2 Employees on a Performance Improvement Plan (PIP) are not eligible for any pay status changes except for salary range adjustments.

6.2.1 Employees on a PIP will continue to be eligible for participation in the shift bid process.

## **7.0 PROVISIONS AND CONDITIONS**

## **8.0 RELATED DOCUMENTS**

8.1 Fair Labor Standards Act, as amended.

8.2 Policy 1.4, Recruitment & Selection


8.3 Policy 1.7, At-Will EMT Employment Agreements

8.4 Policy 2.2, Non-Base Building Pay

8.5 Reclassification Guidelines

8.6 OC San Salary Schedules

8.7 Performance Improvement Plan Guidelines

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 2.2</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Non-Base Building Pay</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for non-base building pay that does not become a permanent part of base pay and may vary in amount from period to period.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 All Orange County Sanitation District (OC San) regular, full-time employees, as specified herein.

## 3.0 DEFINITIONS

- 3.1 Acting means performing substantially all of the duties of a vacant, budgeted position, unless otherwise stipulated by an employee's affiliated bargaining unit Memorandum of Understanding (MOU), with a higher maximum rate of pay.
- 3.2 Call-Back Pay is compensation provided to employees for returning to work at the direction of OC San management.
- 3.3 Development Pay is non-base building compensation provided to employees for obtaining job-related educational degrees, certificates and/or licenses that increase job knowledge, skills, and abilities.
- 3.4 Exempt Employees are those employees who are not covered by the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended. Such employees are considered exempt by virtue of their duties in conformance with the Act's definition of executive, administrative and professional responsibilities.
- 3.5 Lump Sum Merit Pay is a non-base building one-time payment to eligible employees.
- 3.6 Non-Exempt Employees are those employees who are covered by the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended. Such employees, because of the type of work that they perform and their earnings level, are subject to receiving overtime pay.
- 3.7 Overtime is the number of hours which are counted as time worked in excess of forty (40) hours during a workweek.
- 3.8 Shift Differential Pay is additional compensation provided to employees who are regularly assigned to work a night shift.

- 3.9 Standby is time during which an employee is not required to be at the work location or at the employee's residence but is required to be available for immediate return to work.
- 3.10 Substitution Pay is compensation provided to employees in the Operations and Maintenance Department for performing the duties of an absent supervisor.
- 3.11 Variable Special Pay is additional compensation in the form of a one-time lump sum payment for an eligible employee who assumes the responsibilities of another position for an extended period of time due to a leave of absence or unusual circumstances.
- 3.12 Workweek for full-time employees is forty (40) hours per one hundred sixty-eight (168) hour period, to be paid on a biweekly payroll basis of eighty (80) hours worked. Employee work periods may be scheduled in shifts of four (4) 9-hour days, and one (1) four-hour day each workweek (9/80 schedule), five (5) 8-hour days each workweek (10/80), four (4) 10-hour days each workweek (8/80), or three (3) 12-hour days and one (1) 4-hour day each workweek (7/80). The starting and ending times of individual employees' workweeks may vary.

#### 4.0 POLICY

4.1 **The following pay types apply to exempt and non-exempt regular, full-time employees:**

4.1.1 **ACTING PAY**

4.1.1.1 Unless otherwise stipulated by an employee's affiliated bargaining unit MOU, employees who are temporarily assigned by OC San management to perform substantially all of the duties of an open, budgeted higher level classification for a period of at least one hundred (100) consecutive hours will be eligible for a salary increase up to a maximum of six (6) months.

4.1.1.1.1 For service beyond one hundred (100) consecutive hours, pay shall be one (1) step greater than the employee's current rate of pay, or at the minimum of the pay range for the acting position, whichever is greater.

4.1.1.1.2 The higher rate of pay begins with the 101<sup>st</sup> hour, and continues until the assignment ends.

4.1.1.1.3 Requests for Acting Pay require the pre-approval of the employee's Department Director or designee and the Director of Human Resources, or designee.

4.1.2 **DEVELOPMENT PAY**

4.1.2.1 Development Pay is intended to promote employee efforts that increase job knowledge, skills, and abilities, consistent with OC San personnel policies and procedures regarding tuition and certification reimbursement and in accordance with Policy 4.11 Development Pay and Development Pay Program Guidelines provided on the Human Resources website. Employees serving their initial probationary period shall be eligible for Development Pay reimbursement the first



day of the pay period following six months of employment without a break in service.

#### 4.1.2.2 Educational Degrees

- 4.1.2.2.1 Exempt employees who obtain or have obtained a graduate degree of approved subjects at an accredited college or university will receive \$75.00 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.
- 4.1.2.2.2 Non-exempt employees represented by the International Union of Operating Engineers (IUOE) Local 501 who obtain or have obtained an undergraduate (bachelor's) degree of approved subjects at an accredited college or university will receive \$50.00 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.
- 4.1.2.2.3 Non-exempt employees represented by the International Union of Operating Engineers (IUOE) Local 501 who obtain or have obtained an associate's degree of approved subjects at an accredited college or university will receive \$25.00 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.
- 4.1.2.2.4 The maximum amount of education Development Pay for non-exempt employees represented by the International Union of Operating Engineers (IUOE) Local 501 with both an associate's and bachelor's degree is fixed at \$50.00 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.
- 4.1.2.2.5 Non-exempt employees represented by the Orange County Employees Association (OCEA) who obtain or have obtained an undergraduate (bachelor's) degree of approved subjects at an accredited college or university will receive \$41.53 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.
- 4.1.2.2.6 Non-exempt employees represented by the Orange County Employees Association (OCEA) who obtain or have obtained an associate's degree of approved subjects at an accredited college or university will receive \$20.76 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.
- 4.1.2.2.7 The maximum amount of education Development Pay for non-exempt employees represented by the Orange County Employees Association (OCEA) with both an associate's and bachelor's degree is fixed at \$41.53 per pay period, unless

stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.

#### 4.1.2.3 Certification / License

4.1.2.3.1 Exempt and non-exempt employees who obtain or who have obtained a OC San approved certification or license will receive \$15.24 per pay period per certification or license with a maximum of three (3) certificates and /or licenses, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.

4.1.2.4 The overall maximum Development Pay for education, certificates and/or licenses for exempt employees is fixed at \$120.72 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.

4.1.2.5 The overall maximum Development Pay for education, certificates and/or licenses for non-exempt employee represented by the International Union of Operating Engineers (IUOE) Local 501 is fixed at \$95.72 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.

4.1.2.6 The overall maximum Development Pay for education, certificates and/or licenses for non-exempt employees represented by the Orange County Employees Association (OCEA) is fixed at \$87.25 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.

#### 4.1.3 **SEVERANCE PAY**

4.1.3.2 Except for disciplinary cause or release from probation, when a full time employee is terminated by action of OC San, the employee will be notified in writing two (2) weeks prior to the effective separation date. Unless otherwise stipulated in the employee's affiliated bargaining unit MOU, the employee will be entitled to severance pay in accordance with the formula set forth below:

4.1.3.2.1 Full-time, regular employees shall be entitled to eight (8) hours pay for each full calendar month of continuous employment, not to exceed one hundred sixty (160) hours pay, or as may be determined by the General Manager.

4.1.3.3 Employees in part-time classifications, Student Interns, probationary employees, and employees who are separated for cause are not eligible for severance pay under any circumstances.

#### 4.1.4 **SHIFT DIFFERENTIAL PAY**

4.1.4.2 Employees who are assigned to work a night shift that consists of 50% or more of their hours between 6:00 p.m. and 6:00 a.m., and who actually work that shift, shall receive a shift differential of \$3.00 per hour, unless otherwise stipulated by an employee's affiliated bargaining unit MOU.

#### 4.1.5 **UNSCHEDULED OVERTIME MEALS**

4.1.5.2 When employees are required to work overtime due to an emergency, and actually work at least five (5) hours, or due to an unanticipated extension of their regular workday that includes a regular meal period, employees are entitled to reimbursement for the actual cost of a meal, not to exceed applicable per diem amounts, in addition to any compensation for time worked. Receipts are not required to receive the per diem amount. In lieu of cash reimbursement, OC San may provide actual food service to the employees.

4.1.5.3 Per diem reimbursement and reimbursement for an individual's meal not eaten at the time and location of the overtime worked will be taxable.

#### 4.2 **The following pay types only apply to regular, full-time non-exempt employees:**

##### 4.2.2 **CALL-BACK PAY**

4.2.2.2 Unless otherwise stipulated by an employee's affiliated bargaining unit MOU, Call Back Pay shall be applied in accordance with the following provisions.

4.2.2.3 An employee shall receive a minimum of three (3) hours of call-back pay in the following instances:

4.2.2.3.1 When an employee is called back to work by OC San without prior notice, and the employee has completed his or her normal work shift for that day and left the work site.

4.2.2.3.2 When prior notice is given by OC San, but the work begins on the same day at least three (3) hours after completion of an employee's regular shift.

4.2.2.3.3 When an employee assigned to standby is actually called to work.

4.2.2.4 The three (3) hour minimum, whether or not actually worked, shall be paid at the rate of one and one half (1.5) times the employee's regular hourly rate.

4.2.2.5 If the actual work time exceeds three (3) hours, the employee will be compensated for that time as well, except that no employee may be compensated for more than sixteen (16) hours in a 24-hour period.

4.2.2.6 The call back period shall begin when the standby employee has been informed by OC San to return to work. The call back period shall end when either the employee arrives at his or her residence or the original destination; in either case, the employee must inform OC San upon arrival.

4.2.2.7 If the call back period has ended and the employee is called back to work (whether within or outside of the 3-hour minimum timeframe), a

new call back period will be started and the employee will be eligible for at least the 3-hour minimum call back pay.

4.2.2.8 If the call back period has not ended and the employee is called back to work (whether within or outside of the 3-hour minimum timeframe), the call back period and associated pay will continue but the employee will not be eligible for another 3-hour minimum call back pay.

4.2.2.9 Call back pay is applied per call back and not per work assignment or work order.

4.2.2.10 Call back work performed by employees on standby assignments is intended for activities that are imperative and not routine in nature, as determined by the applicable on-duty Operations Supervisor or designee.

4.2.2.10.1 In some instances, if call back work can be postponed for several hours, the Operations Supervisor or designee will do so as a courtesy to the employee and to allow for the work to be performed during daylight or day shift. For instance, a breakdown occurs at 3:00am but work can be postponed a few hours so the standby employee can be called in at 6:00am.

#### 4.2.3 **OVERTIME PAY**

4.2.3.2 Employees who work in excess of forty (40) hours in a workweek shall be paid one-and-a-half (1.5) times their regular rate of pay.

4.2.3.3 Employees shall not be paid overtime compensation until forty (40) hours of work time, which includes scheduled leave, is reached in a seven (7) day workweek.

4.2.3.4 For purposes of overtime, all time charged to unscheduled sick or personal leave will not be counted as time worked.

#### 4.2.4 **STANDBY PAY**

4.2.4.2 Standby Pay applies to employees who are placed on a standby assignment as stipulated by an employee's affiliated bargaining unit MOU.

4.2.4.3 An employee who is placed on a standby assignment shall be compensated at the rate stipulated in the employee's affiliated bargaining unit Memorandum of Understanding, and will also receive call-back pay when actually called to work.

4.2.4.4 Standby assignments shall first be made on a voluntary basis.

4.2.4.5 Standby lists shall be established as stipulated in the employee's affiliated bargaining unit Memorandum of Understanding.

4.3 **The following pay type applies to all employees:**

4.3.2 **HOLIDAY PAY**

4.3.2.2 Employees shall receive holiday pay for OC San-observed holidays.

4.3.2.3 Employees shall receive holiday pay if their entire scheduled work shift immediately preceding and following the holiday is in a paid payroll status, meaning the employee worked those shifts or utilized paid time off in lieu of working those shifts.

4.3.2.4 Holiday pay for part-time employees is based on a nine (9) hour workday. It is paid on the following prorated basis:

<b>NORMALLY SCHEDULED HOURS OF WORK PER WEEK</b>	<b>PERCENT BENEFIT/SUBSIDY</b>
0 –19, inclusive	None
20 –29, inclusive	50% - (4.5) hours
30 – 39, inclusive	75% - (6.75) hours

4.3.2.5 **Regularly Scheduled Work Day is a Holiday:** When a holiday occurs on an employee's regularly scheduled work day, the employee will have the day off and be paid at the employee's regular rate of pay for the holiday.

4.3.2.6 **Regularly Scheduled Day Off is a Holiday:** When a holiday occurs on an employee's regularly scheduled day off, the employee will have the day off and accrue compensatory time for the amount of hours normally scheduled for that day.

4.3.2.7 **Working on a Holiday:** When an affected employee's work schedule requires, with management approval, that work be performed on an observed holiday, the employee shall be paid:

4.3.2.7.1 At the employee's regular rate of pay for the holiday or receive an equivalent amount of holiday compensatory time; and

4.3.2.7.2 Receive overtime pay at the rate of one-and-one-half (1.5) times their regular hourly rate for all hours actually worked.

4.3.2.8 Employees with a compensatory time off balance in excess of fifty (50) hours as of the last pay period ending in October will receive a mandatory payout for the hours that exceed fifty (50).

4.3.2.9 The days listed below are observed by OC San as holidays for noted calendar years, as examples. Employees who are assigned to eight (8), nine (9) or ten (10) hour shifts, observe the holidays listed in Schedule A. Employees who are assigned to twelve (12) hour shifts observe the holidays listed in Schedule B.

<b>SCHEDULE A for 8, 9 &amp; 10 Hour Shifts</b>			
<b>HOLIDAY</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
New Year's Day	January 2	January 1	January 1
Martin Luther King Jr. Day	January 16	January 15	January 20
President's Day	February 20	February 19	February 17
Memorial Day	May 29	May 27	May 26
Independence Day	July 4	July 4	July 4
Labor Day	September 4	September 2	September 1
Veteran's Day	November 10	November 11	November 11
Thanksgiving Day	November 23	November 28	November 27
Day after Thanksgiving	November 24	November 29	November 28
Day before Christmas	December 25	December 24	December 24
Christmas	December 26	December 25	December 25
Floating Holiday	See 4.33	See 4.33	See 4.33

<b>SCHEDULE B for 12 Hour Shifts</b>			
<b>HOLIDAY</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
New Year's Day	January 1	January 1	January 1
Martin Luther King Jr. Day	January 16	January 15	January 20
President's Day	February 20	February 19	February 17
Memorial Day	May 29	May 27	May 26
Independence Day	July 4	July 4	July 4
Labor Day	September 4	September 2	September 1
Veteran's Day	November 11	November 11	November 11
Thanksgiving Day	November 23	November 28	November 27
Day after Thanksgiving	November 24	November 29	November 28
Day before Christmas	December 24	December 24	December 24
Christmas	December 25	December 25	December 25
Floating Holiday	See 4.33	See 4.33	See 4.33

**4.3.3 Floating Holiday:**

- 4.3.3.1 Employees will be granted "Floating Holiday" hours equal to and no less than one (1) regular workday during each calendar year.
- 4.3.3.2 There will be no more than one (1) Floating Holiday granted to an employee in any calendar year.
- 4.3.3.3 Floating Holiday hours may be utilized in one quarter (.25) hour increments.
- 4.3.3.4 New employees shall be granted a "Floating Holiday" on a pro rata basis in the first calendar year of service per the following table:

Hire Month	Percent of Floating Holiday Granted
January - March	100%
April - June	75%
July - September	50%
October - December	0%

4.3.3.5 The Floating Holiday must be used within the calendar year it is granted. The Floating Holiday will not be carried over from one (1) calendar year to the next. If not used within the year granted, the Floating Holiday is lost.

4.3.3.6 Within the year granted, an unused Floating Holiday is not subject to cash out or eligible for any mandatory payout regardless of the reason.

4.3.3.7 Every effort shall be made to grant an employee's request for Floating Holiday time off, subject to business requirements, providing an employee gives sufficient advance notice to his/her supervisor.

4.3.3.8 A Floating Holiday should be used by the last full pay period in December of the year in which it is granted. However, an employee may choose to use the Floating Holiday after the last full pay period up until December 31.

4.4 **The following pay types apply to specified employees only:**

4.4.3 **EXTRAORDINARY SERVICES COMPENSATION**

4.4.3.1 In accordance with applicable MOU provisions, employees may be eligible to receive additional compensation for performing extraordinary services under specific circumstances.

4.4.3.2 Except for performing extraordinary services as defined in this policy, exempt employees are not entitled to receive any compensation or compensatory time off for service rendered beyond their normal work schedule.

4.4.4 **SUBSTITUTION PAY**

4.4.4.1 In accordance with applicable MOU provisions, employees in the Operations and Maintenance Department who are assigned by OC San management to perform the duties of an absent supervisor shall be eligible for Substitution Pay.

4.4.5 **VARIABLE SPECIAL PAY**

4.4.5.1 Only Executive Management Team, Manager Group, and exempt Confidential Group employees are eligible for Variable Special Pay.

- 4.4.5.2 An eligible employee must assume the responsibilities of another position for at least thirty (30) days in order to receive Variable Special Pay, and such pay is limited to no more than three (3) months.
- 4.4.5.3 Requests for Variable Special Pay require a review by the Human Resources Department and approval of the General Manager.
- 4.4.5.4 Employees retain the normal duties of their regularly assigned position when assuming the responsibilities of another position.
- 4.4.5.5 A one (1) time lump sum payment shall be applied at the end of the leave of absence coverage.
- 4.4.5.6 Calculation of Variable Special Pay is as follows:
  - 4.4.5.6.1 Determine number of workweeks of the leave of absence. Four (4) workweeks equals one month. Two (2) workweeks equals half of a month.
  - 4.4.5.6.2 For employee covering the leave of absence, multiply 1% of the annual base salary which will equal the “baseline amount”.
  - 4.4.5.6.3 Multiply the “baseline amount” by the number of months covered, which will equal the one (1) time lump sum of the Variable Special Pay amount.
  - 4.4.5.6.4 Example: If the annual base salary of the employee covering the leave of absence is \$90,000. The “baseline amount” equals \$900 (1% X \$90,000).

Length of Coverage	Variable Special Pay Amount
1 month	\$900.00
1.5 months	\$1350.00 (\$900 x 1.5)
2 months	\$1800 (\$900 X 2)
2.5 months	\$2250 (\$900 X 2.5)
3 months	\$2700 (\$900 X 3)

**4.4.6 LUMP SUM MERIT PROGRAM**

- 4.4.6.1 All employees are eligible, except employees in part-time classifications, interns, probationary employees, and employees who are separated for cause.
- 4.4.6.2 Employees who are at step five (5) of their pay range are ineligible for a lump sum merit payment.
- 4.4.6.3 Eligible employees who receive a close-out performance appraisal due to a promotion or reclassification may be eligible for a non-base building lump sum merit payment.



4.4.6.4 The employee’s supervisor completes a close-out performance appraisal to assess performance between the previous appraisal and the date of the promotion or reclassification. If the completed close-out appraisal reflects overall proficient performance and the employee is eligible, then Human Resources will process the lump sum merit payment.

4.4.6.5 Calculation of the Lump Sum Merit Payment is as follows:

4.4.6.5.1 Multiply the difference between the employee’s hourly base rate (without differential pay) in place prior to the status change and the next pay step by the percentage listed below for the appropriate number of months in the performance appraisal cycle by 2080 hours.

Months in Performance Cycle	Percent of Lump Sum Merit
1	8%
2	17%
3	25%
4	33%
5	42%
6	50%
7	58%
8	67%
9	75%
10	83%
11	92%
12	100%

**5.0 PROCEDURES**

**6.0 EXCEPTIONS**


- 6.1 Student interns are ineligible for non-base building pay types, except overtime, if applicable.
- 6.2 **Acting Pay:** Eligibility periods may be waived at the discretion of the General Manager.
- 6.3 **Development Pay:** Part-time employees are eligible for Development Pay.
- 6.4 **Holiday Pay:** During the waiting period for disability benefits, employees will receive holiday pay in accordance with OC San policy. When an employee is receiving disability payments from the insurance carrier, the employee will be ineligible for holiday pay through OC San since disability payments are based on a percentage of salary irrespective of when a holiday occurs.
- 6.5 If a regularly scheduled holiday occurs on a Saturday, the previous Friday shall be taken off as the “holiday” for pay purposes. If a regularly scheduled holiday occurs on a Sunday, then the following Monday shall be taken off as the “holiday” for pay purposes.

- 6.6 **Variable Special Pay:** Coverage for a leave of absence longer than three (3) months shall be re-evaluated by the Human Resources Department and if applicable re-approved by the General Manager based upon business necessity, operational requirements, or any other extenuating circumstance.

## 7.0 PROVISIONS AND CONDITIONS

## 8.0 RELATED DOCUMENTS

- 8.1 Development Pay Program Guidelines
- 8.2 Extraordinary Services Compensation Request form
- 8.3 Fair Labor Standards Act
- 8.4 Policy 2.1, Classification & Compensation
- 8.5 Policy 4.7, Pro Rata Benefits for Part-Time Employees
- 8.6 Policy 3.1.1, Hours of Work – Non-Exempt Employees
- 8.7 Policy 3.1.2, Hours of Work – Exempt Employees
- 8.8 Policy 4.3, Tuition Reimbursement
- 8.9 Policy 4.4, Certification Reimbursement
- 8.10 Policy 4.11, Development Pay
- 8.11 OCERS – Compensation Earnable for Legacy General Members

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 2.3</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Wage Garnishments &amp; Attachments</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for wage garnishments and other attachments.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all current Orange County Sanitation District (OC San) employees regardless of their organizational unit.

## 3.0 DEFINITIONS

- 3.1 Garnishment is a legal proceeding authorizing an involuntary transfer of an employee's wages to a creditor to satisfy a debt.
- 3.2 Levy is an attachment to satisfy a tax debt or a court judgment.
- 3.3 Wage Attachment is an involuntary transfer of an employee's wage payment to satisfy a debt.
- 3.4 Withholding Order is direction to withhold and remit a portion of an employee's wages; issued by a court or governmental taxing entity.

## 4.0 POLICY

- 4.1 OC San will comply with all court orders, earnings withholding orders and tax levies that require an employee's wages be garnished or attached in accordance with the procedures of this policy.

## 5.0 PROCEDURE

- 5.1 OC San management realizes that during the course of employment certain circumstances may cause an individual to fall behind in meeting financial obligations, which may result in that employee's wages being attached or garnished. When this occurs, OC San is required to withhold and remit a portion of the employee's disposable earnings (as prescribed by law) to the court or taxing entity for the satisfaction of the debt. The additional resources needed to perform these actions hinder OC San productivity.
- 5.2 OC San will comply with the instructions of all withholding orders or tax levies received. The employee will be notified as directed by the order or levy.


- 5.3 The employee may be encouraged to seek a release in writing from the creditor and to seek the advice of a financial counselor through the Employee Assistance Program. A payment schedule may also be sought directly from taxing entities.

## **6.0 EXCEPTIONS**

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 Disciplinary action will not occur on the basis that an employee's wages have been subjected to garnishment for the payment of one (1) judgment. Judicial procedures that subject an employee's wages to garnishment for the payment of three (3) or more separate indebtedness within a 12-month period may result in disciplinary action up to and including discharge from employment.

## **8.0 RELATED DOCUMENTS**

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 3.1.1</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Hours of Work – Non-Exempt Employees</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for use in the administration of Orange County Sanitation District's (OC San) working hours.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all OC San non-exempt employees in all organizational units and departments unless otherwise specified.

## 3.0 DEFINITIONS

- 3.1 Non-exempt Employees are employees who are covered by the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended. Such employees, because of the type of work that they perform and their earnings level, are subject to receiving overtime pay in addition to any other entitlement provided for in applicable Memorandums of Understanding and/or other OC San policies.
- 3.2 Day Shift is an assigned work shift of at least seven consecutive hours between the hours of 6:00 a.m. and 6:00 p.m.
- 3.3 Night Shift is an assigned work shift of at least seven consecutive hours between the hours of 6:00 p.m. and 6:00 a.m.
- 3.4 Flextime is the option of employees to choose the starting and finishing times of their shift, with supervisory pre-approval.
- 3.5 Overtime is the number of hours, which are counted as time worked, in excess of 40 hours during a workweek. For the purposes of overtime, all time charged to unscheduled leave will not be counted as time worked.
- 3.6 Core Hours are the hours between 8:00 a.m. and 4:00 p.m. on any given day.
- 3.7 Payday is the Wednesday before the end of the subsequent pay period.
- 3.8 Pay Periods occur bi-weekly and are calculated on the basis of 80-hours worked for full-time employees.
- 3.9 Workweek means 40-hours of work per 168-hour period. The workweek is a fixed and recurring period of 168-hours, or seven consecutive 24-hour periods. OC San employee workweeks are structured on an individual and/or group basis so that 40-hours of work regularly occurs during the fixed and regularly recurring period of 168-hours. The specific workweek for each employee is fixed by the General Manager, or his designee, and is maintained by the accounting payroll office.

## 4.0 POLICY

- 4.1 It is the policy of OC San to establish the time and duration of working hours as required by work load, operations flow, customer service needs, the efficient management of human resources, and any applicable law.
- 4.2 It is the policy of OC San to require non-exempt employees to complete weekly timesheets.
- 4.3 On occasion, employees may request or be asked to transition from part-time to full-time status or vice-versa. It is the right of OC San, at its sole discretion, to schedule working hours and assign work that may be necessary to operate OC San in the most efficient and economical manner and in the best interest of the public it serves. Due consideration will be given to an employee's input and concerns prior to implementation of a schedule change. Multiple transitions to full-time or part-time, requested by the affected employee, shall be deemed as an abuse of this privilege and factored into future considerations for approval. A thirty (30) day written notice for work schedule changes must be given to an affected employee prior to the change.
- 4.4 OC San may provide the option of telecommuting, as set forth in the Telecommuting Policy.

## 5.0 PROCEDURE

- 5.1 Normal Business Hours. Administrative and business functions are normally performed between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday, and between the hours of 7:30 a.m. and 4:30 p.m. on Friday. However, OC San allows flextime for employees to choose their starting and finishing times as long as employees whose jobs involve contact with the public or outside organizations are present between the core hours of 8:00 a.m. and 4:00 p.m. In addition, department heads, or designee, may deny flextime to certain employees for reasons of business necessity, work flow, or customer service needs.
- 5.2 Core Hours. Individual divisions may schedule work beyond the core hours of 8:00 a.m. and 4:00 p.m., subject to approval by the department head, or designee, to meet specific operating or service requirements in the most cost-effective and efficient manner. Actual starting and ending times of an employee's shift may vary depending on the operational requirements of each department.
- 5.3 Shift Schedules. For time record keeping and accounting purposes, the "workweek" for full-time employees is 40 hours per 168-hour period, to be paid on a biweekly payroll basis of 80 hours worked. The actual work periods may be scheduled in shifts of four 9-hour days and one 4-hour day each workweek (9/80 schedule), five 8-hour days each workweek (10/80), four 10-hour days each workweek (8/80), or three 12-hour days and one 4-hour day each workweek (7/80) at the discretion of the supervisor. The starting and ending times of individual employees' workweeks may vary.
- 5.4 Overtime. Supervisors may schedule overtime or extra shifts as necessary. Supervisors will assign overtime to non-exempt employees in the particular job for which overtime is required. Non-exempt employees are not permitted to work overtime without the prior written or verbal approval of their supervisor, division manager, or department head.
- 5.5 Meeting Attendance. Employee attendance at lectures, meetings, and training programs will be considered as part of an employee's work hours if attendance is requested by management. Overtime or compensatory time may be allowed for such attendance only in

unusual circumstances and must be approved by the department head in advance of the meeting.

- 5.6 Make-up Time. Using discretion, supervisors may allow non-exempt employees to make up lost time during a given workweek. However, make up time may not be allowed if the lost time results from conditions the employee could control, if there is no work the employee is qualified to do, or if adequate supervision is not available.
- 5.7 Timesheets – Non-exempt Employees. The following points shall be considered when filling out timesheets:
- 5.7.1 Employees shall record their total hours worked for each workday on their timesheets and submit their timesheets through the online timekeeping system every Thursday at the end of the employee's work day. Management approval shall be completed by the Monday morning of the subsequent week.
  - 5.7.2 Employees are not permitted to begin work before their normal starting time or work after their normal quitting time without the prior approval of their supervisor.
  - 5.7.3 Employees are required to take scheduled lunch breaks and are required to take scheduled morning and afternoon breaks.
  - 5.7.4 Employee timesheets shall be reviewed and approved by their supervisor or designee through the online timekeeping system.
  - 5.7.5 Unapproved absences are not considered as hours worked for pay purposes. Supervisors should inform employees if they will not be paid for certain hours in which they are or were absent from work.
  - 5.7.6 Filling out another employee's timesheet without management authorization, or falsifying any timesheet is prohibited and may be grounds for disciplinary action, up to and including termination. Failure to record time worked on your timesheet accurately constitutes as falsification of time keeping records.
  - 5.7.7 Time worked should be charged to the appropriate work order category. If an employee is unable to complete their timesheet due to absence, the timesheet must be completed by the supervisor or designee (e.g., designee authorized by management to process the employee's timesheet while on a leave-of-absence) and submitted through the online timekeeping system.
  - 5.7.8 An employee must record all time taken as paid or unpaid leave. Any day with less than the typical amount of time for that shift recorded, usually 8, 9, 10 or 12 hours, must be supported by an explanation of the missing hours. Total hours recorded for each day or shift must agree with the total time for the pay period.
  - 5.7.9 Supervisors are responsible for ensuring that timesheets are submitted in a timely manner.
- 5.8 Payday. Paychecks are distributed on the Wednesday immediately preceding the close of a pay period. Paychecks received on Wednesday cover the period worked during the previous pay period. If a payday falls on a holiday, paychecks will normally be distributed on the last working day preceding the holiday. Employees who will not be at work on a payday may request that their checks be held, forwarded to their supervisor, or mailed directly to them. Unclaimed paychecks will be held in Accounting. Paychecks of individuals who terminate their employment with OC San, or are separated, will be mailed directly to them on the next

regular payday subsequent to the separation date unless other arrangements are made to hold the check.

## **6.0 EXCEPTIONS**

6.1 Flextime does not apply to the Operations and Maintenance Department.

## **7.0 PROVISIONS AND CONDITIONS**

## **8.0 RELATED DOCUMENTS**

8.1 Fair Labor Standards Act, as amended


8.2 Policy 3.1.2, Hours of Work – Exempt Employees

8.3 Policy 4.7, Pro Rata Benefits for Part-Time Employees

8.4 Policy 5.1, Rules of Conduct

8.5 Policy 5.11, Telecommuting



 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 3.1.2</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Hours of Work – Exempt Employees</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

**1.0 PURPOSE**

1.1 The purpose of this policy is to establish uniform guidelines and procedures for use in the administration of Orange County Sanitation District's (OC San's) working hours.

**2.0 ORGANIZATIONAL UNITS AFFECTED**

2.1 This policy applies to all OC San exempt employees in all organizational units and departments unless otherwise specified.

**3.0 DEFINITIONS**

- 3.1 Exempt Employees are employees who are not covered by the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA), as amended. Such employees are considered exempt by virtue of their duties in conformance with FLSA's definition of Executive, Administrative and Professional employees.
- 3.2 Overtime is the number of hours, which are counted as time worked, in excess of 40 hours during a workweek. For the purposes of overtime, all time charged to unscheduled leave will not be counted as time worked. Overtime only applies to non-exempt employees. Exempt employees are not eligible to receive overtime pay; however, in accordance with applicable MOU provisions, Operations Supervisors may be eligible to receive Extraordinary Services Compensation.
- 3.3 Memo time is a pay code used by exempt-level employees to identify unpaid work hours in excess of eighty (80) hours in a biweekly pay period.
- 3.4 Core Hours are the hours between 8:00 a.m. and 4:00 p.m. on any given day.
- 3.5 Payday is the Wednesday before the end of the subsequent pay period.
- 3.6 Pay Periods occur bi-weekly and are calculated on the basis of 80-hours worked for full-time employees.
- 3.7 Workweek means 40-hours of work per 168-hour period. The workweek is a fixed and recurring period of 168-hours, or seven consecutive 24-hour periods. OC San employee workweeks are structured on an individual and/or group basis so that 40-hours of work regularly occurs during the fixed and regularly recurring period of 168-hours. The specific workweek for each employee is fixed by the General Manager, or his designee, and is maintained by the accounting payroll office.
- 3.8 Leave time is any authorized leave-of-absence with pay outlined in OC San's policies and procedures, such as vacation leave, sick leave, personal leave, etc.

## 4.0 POLICY

- 4.1 It is the policy of OC San to establish the time and duration of working hours as required by work load, operations flow, customer service needs, the efficient management of human resources, and any applicable law.
- 4.2 It is the policy of OC San to require exempt employees to complete weekly timesheets.
- 4.3 On occasion, employees may request or be asked to transition from part-time to full-time status or vice-versa. It is the right of OC San, at its sole discretion, to schedule working hours and assign work that may be necessary to operate OC San in the most efficient and economical manner and in the best interest of the public it serves. Due consideration will be given to an employee's input and concerns prior to implementation of a schedule change. Multiple transitions to full-time or part-time, requested by the affected employee, shall be deemed as an abuse of this privilege and factored into future considerations for approval. A thirty (30) day written notice for work schedule changes must be given to an affected employee prior to the change.
- 4.4 OC San may provide the option of telecommuting, as set forth in the Telecommuting Policy.

## 5.0 PROCEDURE

- 5.1 Normal Business Hours. Administrative and business functions are normally performed between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday, and between the hours of 7:30 a.m. and 4:30 p.m. on Friday. However, the starting and finishing times of employees may vary as long as employees whose jobs involve contact with the public or outside organizations are present between the core hours of 8:00 a.m. and 4:00 p.m.
- 5.2 Core Hours. Individual divisions may schedule work beyond the core hours of 8:00 a.m. and 4:00 p.m., subject to approval by the department head, or designee, to meet specific operating or service requirements in the most cost-effective and efficient manner. Actual starting and ending times of an employee's shift may vary depending on the operational requirements of each department.
- 5.3 Shift Schedules. For time record keeping and accounting purposes, the "workweek" for full-time employees is 40 hours per 168-hour period, to be paid on a biweekly payroll basis of 80 hours worked. The actual work periods may be scheduled in shifts of four 9-hour days and one 4-hour day each workweek (9/80 schedule), five 8-hour days each workweek (10/80), four 10-hour days each workweek (8/80), or three 12-hour days and one 4-hour day each workweek (7/80) at the discretion of the supervisor. The starting and ending times of individual employee workweeks may vary.
- 5.4 With supervisor approval, employees may be allowed to flex their schedule within the pay period provided that the biweekly work hours are not less than 80 hours and the business needs, work flow, and customer service needs of OC San are met.
- 5.5 Meeting Attendance. Employee attendance at lectures, meetings, and training programs will be considered as part of an employee's work hours if attendance is requested by management.
- 5.6 Timesheets - Exempt Employees. Exempt employees are not eligible to receive overtime pay; however, exempt employees must account for daily attendance. The following points shall be considered when filling out time sheets:
  - 5.6.1 Timesheets for exempt employees shall indicate the days worked during the pay period and include all time taken as paid or unpaid leave. Timesheets should report a total of eighty (80) hours per pay period plus any applicable memo time.


- 5.6.2 Exempt personnel timesheets shall be submitted through the online timekeeping system every Thursday at the end of the employee's work day. Management approval shall be completed by the Monday morning of the subsequent week.
  - 5.6.3 Timesheets must be completed through the online timekeeping system. Time worked shall be charged to the appropriate timekeeping categories. If an employee is unable to complete a timesheet due to absence, the timesheet must be completed by the supervisor or designee (e.g., designee authorized by management to process employee's timesheet while on a leave-of-absence) and submitted using the online timekeeping system.
  - 5.6.4 Filling out another employee's timesheet without management authorization or falsifying any timesheet is prohibited and may be grounds for disciplinary action, up to and including termination.
- 5.7 Payday. Paychecks are distributed on the Wednesday immediately preceding the close of a pay period. Paychecks received on Wednesday cover the period worked during the previous pay period. If a payday falls on a holiday, paychecks will normally be distributed on the last working day preceding the holiday. Employees who will not be at work on a payday may request that their checks be held, forwarded to their supervisor, or mailed directly to their residence. Unclaimed paychecks will be held in Accounting. Paychecks of individuals who terminate their employment with OC San, or are separated, will be mailed directly to them on the next regular payday subsequent to the separation date unless other arrangements are made to hold the check.

## **6.0 EXCEPTIONS**

## **7.0 PROVISIONS AND CONDITIONS**

## **8.0 RELATED DOCUMENTS**

- 8.1 Fair Labor Standards Act, as amended
- 8.2 Policy 2.2, Non-Base Building Pay
- 8.3 Policy 3.1.1, Hours of Work – Non-Exempt Employees
- 8.4 Policy 4.7, Pro Rata Benefits for Part-Time Employees
- 8.5 Policy 5.1, Rules of Conduct
- 8.6 Policy 5.11, Telecommuting

 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 3.2</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Attendance</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

1.1 The purpose of this policy is to establish uniform guidelines and procedures for attendance.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

2.1 This policy applies to all current employees regardless of their organizational unit.

## 3.0 DEFINITIONS

3.1 Tardiness occurs when an employee reports to work after the start time of an assigned work shift. Employees are expected to be at their assigned work location and ready to work at the start of the assigned work shift.

3.2 Absence occurs when an employee does not report to work for all or a portion of an assigned work day. An absence is considered unscheduled for nonexempt employees when it is requested within 23 hours of the start of an employee's work schedule.

3.3 No Call/No Show occurs when an employee does not provide any notice to their supervisor and fails to report to work as scheduled.

## 4.0 POLICY

4.1 Prompt and regular attendance is required to maintain effective and efficient Orange County Sanitation District (OC San)-operations. Therefore, all employees are expected to report to work as scheduled unless proper arrangements have been made to ensure that work flow, customer service needs, and business needs are met.

## 5.0 PROCEDURE

5.1 Supervisor's Responsibility. Supervisors are responsible for ensuring that employees observe OC San's need for prompt and regular attendance. They are also responsible for providing counseling, as necessary, including referring employees to the Human Resources Department or Employee Assistance Program for help in dealing with medical, physical, or personal difficulties related to their attendance-causing performance deficiencies. All of the facts and circumstances surrounding an employee's inability to report for work should be considered in the counseling process, including the employee's performance, overall attendance, reasons for missing work, and prospects for improvement. While OC San's need for prompt and regular attendance of all employees is of utmost importance, it is equally important to recognize individual employee needs in an impartial manner.

5.2 Notification. Employees must notify their supervisor of their inability to report for work as scheduled as far in advance as possible and in no case later than the regular start time.

The notification of absence should identify the type of leave and an estimate of when the employee expects to be able to return. OC San may require medical documentation of any absence due to illness or injury, particularly when there is an indication of abuse of time-off privileges. Employees must also notify their supervisor prior to leaving early from work unless other arrangements have been made and approved by management.

- 5.3 Tardiness. Tardiness is not acceptable from a performance standpoint and excessive tardiness may be the basis for discipline, up to and including termination. For timesheet reporting purposes, employees who are 15 or more minutes tardy to work will be required to use accrued time off to offset the time away from work unless other arrangements have been made and approved by management. Tardiness of less than 15 minutes shall not be deducted from the employee's pay but numerous occurrences may warrant disciplinary action.
- 5.4 Unscheduled time off will be properly recorded as such for nonexempt employees on the employee's timesheet.
- 5.5 No Call/No Show. Employees who fail to provide any notice to their supervisor and fail to report to work as scheduled shall be considered "no call/no show" and shall be subject to discipline, up to and including termination. Employees who fail to provide any notice to their supervisor and fail to report to work for three (3) or more consecutive days will be considered to have abandoned their job and shall be subject to discipline up to and including termination.


## **6.0 EXCEPTIONS**

- 6.1 Negative impacts of an employee's attendance on the individual's performance or the operations of OC San shall be addressed through the designated Performance Management Program and/or may be the basis for disciplinary action in accordance with Policy 5.1, Rules of Conduct.

## **7.0 PROVISIONS AND CONDITIONS**

## **8.0 RELATED DOCUMENTS**

- 8.1 Policy 5.1, Rules of Conduct
- 8.2 Policy 3.1.1, Hours of Work – Nonexempt Employees
- 8.3 Policy 3.1.2, Hours of Work – Exempt Employees
- 8.4 Policy 3.3, Leave of Absence with Pay
- 8.5 Policy 3.4, Leave of Absence without Pay
- 8.6 OC San Performance Management Programs

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 3.3</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Leave-of-Absence with Pay</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

**1.0 PURPOSE**

1.1 The purpose of this policy is to establish uniform guidelines and procedures for use in the administration of the Orange County Sanitation District's (OC San's) leave-of-absence with pay program.

**2.0 ORGANIZATIONAL UNITS AFFECTED**

2.1 All regular OC San employees.

**3.0 DEFINITIONS**

3.1 Designated Person means a person identified by the employee at the time the employee requests paid sick days.

**4.0 POLICY**

4.1 **Vacation Leave.** Except as otherwise provided, regular full-time employees accrue vacation leave in accordance with the following schedule:

Years of Service	Hours-Biweekly	Hours-Annually
In years 0 through 4	3.08	80
In years 5 through 10	4.62	120
In year 11	4.93	128
In year 12	5.24	136
In year 13	5.54	144
In year 14	5.85	152
In year 15	6.16	160
In year 16	6.46	168
In year 17	6.77	176
In year 18	7.08	184
In year 19	7.39	192
In years 20 and over	7.69	200

Vacation leave begins to accrue upon date of hire.

- 4.1.1 Vacation leave may be utilized only in increments of one-half (0.5) hour or more.
  - 4.1.2 Vacation leave is accrued for all paid hours, including hours actually worked and hours in a paid-leave payroll status.
  - 4.1.3 When unpaid absences occur, vacation leave accruals will be applied by straight proration of leave accruals based on the number of hours actually worked. This is applicable to all types of leave, whether legally protected or not.
  - 4.1.4 Employees may have a maximum accumulation of two hundred (200) hours as of the last day of the final pay period in December of each year. In the event an employee accrues vacation leave in excess of two hundred (200) hours, it must be used prior to the December date, all other remaining hours in excess of two hundred (200) will be paid to the employee in the first pay period in January at the employee's then current hourly rate of compensation.
  - 4.1.5 Positions represented by SPMT shall be required to contribute all mandatory vacation payouts into the Health Reimbursement Arrangement (HRA) in accordance with their affiliated bargaining unit or MOU.
  - 4.1.6 Management shall make a reasonable effort, considering the operational needs of OCSD, to accommodate all employee requests for vacation leave. Vacation leave normally should be requested at least two (2) weeks in advance to increase the likelihood of submitted dates being approved. However, in the event unforeseen circumstances prevent such advance notification, employees may request vacation leave with as little as one (1) days' notice.
  - 4.1.7 Preference among employees who request time off at least six (6) months in advance shall be based on seniority. Requests received less than six (6) months in advance shall be scheduled in the order received. Further guidelines for vacation leave are outlined in applicable Memorandums of Understanding (MOU).
- 4.2 **Sick Leave.** Sick leave is an insurance or protection provided by OC San to be granted to employees in circumstances of adversity to promote the health and welfare of the individual employee. Sick leave is defined as the absence from duty of an employee because of a bona fide illness, injury, or pregnancy, or to attend to the illness or injury of a family member as hereinafter defined.
- 4.2.1 **Sick-Leave Accrual.** Full-time employees hired prior to November 27, 1981, accrue paid sick leave at the rate of three and one-half (3.5) hours for each biweekly pay period of continuous service (ninety-one [91] hours per year).
  - 4.2.2 Full-time employees hired on or after November 27, 1981, accrue paid sick leave at the rate of three (3.0) hours for each biweekly pay period of continuous service (seventy-eight [78] hours per year), beginning with the first day of employment.
  - 4.2.3 Part-Time (or Non-Full-Time) employees employed for at least 30 days will be eligible to accrue sick leave. Sick leave shall accrue at the rate of one (1) hour for every thirty (30) hours worked and shall carry over to the following year. Accrual of sick leave shall be capped at forty-eight (48) hours or six (6) days per year. Part-Time (or Non-Full-Time) employees may use up to twenty-four (24) hours or three (3) days of sick leave per year commencing on the 90th day of

employment in accordance with Assembly Bill 1522.

4.2.4 When unpaid absences occur, sick leave accruals will be applied by straight proration of leave accruals based on the number of hours actually worked. This is applicable to all types of leave, whether legally protected or not.

4.2.5 **Sick-Leave Credit.** A full-time, regular employee shall be granted pro rata sick-leave credit during any pay period in which he/she is absent without pay. A part-time, regular employee shall not be granted sick-leave credit during any period he/she is absent without pay on his/her regular working day. In the event an employee is required to work part-time by direction of his/her physician, sick-leave credit shall be prorated, except that sick leave shall continue to accrue if an employee is absent due to an injury arising out of or sustained in the course of his/her employment and is entitled to Workers' Compensation benefits.

4.2.6 **Annual Payoff.** Employees may elect annually to be paid for any unused sick leave hours accrued through the end of the last pay period ending in October at their current hourly rate according to the following payoff schedule. Positions represented by SPMT shall be required to contribute all mandatory sick leave payouts into the Health Reimbursement Arrangement (HRA) in accordance with their affiliated bargaining unit or MOU

4.2.7

Accrued Sick Leave Hours	Rate of Payoff
0 – 100 hours	0%
101 to 240 hours	25%
241 to 560 hours	35%
Over 560 hours	50%

4.2.8 Employees who separate for any reason other than retirement or death shall be compensated for any accrued and unused sick leave according to the above schedule.

4.2.9 Employees who retire or decease shall be paid a percentage of all accrued and unused sick leave based on years of service as follows:

Years of Service	Rate of Payoff
Less than 20 years of service	75%
20 or more years of service	100%

4.2.10 **Sick Leave Incentive Plan.** The Sick Leave Incentive Plan applies to Executive Management Team (EMT) members, Managers, Supervisors and professional-level employees. The Plan is administered on an individual Group basis.

4.2.11 If the average sick leave usage of employees in a Group is under forty (40) hours per year, calculated on annualized actual time off during the period November 1 to October 31 exclusive of catastrophic illness or injury requiring absence in excess of two hundred (200) hours or industrial injury leave in excess of eighty



(80) hours, the annual payoff for unused sick leave will be made according to the following table or as otherwise stipulated in a prevailing MOU.

Accrued Sick Leave Hours	Rate of Payoff
0-100	15%
101-240	45%
241-560	60%
Over 560 (mandatory)	75%

4.2.12 **Permissible Uses.** Sick leave may be applied only when:

- 4.2.12.1 The employee is physically or mentally unable to perform his or her normal functions due to illness, injury, or a medical condition.
- 4.2.12.2 The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee or the absence is due to medical and dental office appointments of an employee when approved by the employee’s supervisor.
- 4.2.12.3 The absence is for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.
- 4.2.12.4 The absence is for the care of the employee’s parent, step-parent, adoptive parent, father-in-law, mother-in-law, brother, step-brother, sister, step-sister, spouse, registered domestic partner, biological child, adopted child, step-child, foster child, legal ward, child of a domestic partner, grandchild, grandparent, foster parent, legal guardian, or any family member with whom the employee resides.
- 4.2.12.5 As prescribed under the California Paid Sick Leave Law, for the first twenty-four (24) hours or three (3) days of sick leave use, employees may identify a “designated person” at the time the employee requests paid sick leave to care for that person.
  - 4.2.12.5.1 Employees are limited to one (1) “designated person” per rolling twelve-month period.
- 4.2.12.6 The absence is due to a job-related injury.
- 4.2.12.7 The absence is due to issues relating to domestic violence, sexual assault, or stalking, such as seeking services from crisis counselors or shelters, or from obtaining legal relief such as restraining orders or injunctions

4.2.13 **Protected Sick Leave.** As prescribed under California Labor Code section 233, employees may use up to one-half (1/2) of their annual sick leave accruals in any calendar year when:

- 4.2.13.1 The absence is for the purpose of obtaining professional diagnosis, care, or treatment for an existing health condition of, or preventative care for, the employee.

- 4.2.13.2 The absence is for the purpose of obtaining diagnosis, care, or treatment for an existing health condition of, or preventive care for, the employee's parent, step-parent, adoptive parent, foster parent, legal guardian, father-in-law, mother-in-law, brother, step-brother, sister, step-sister, spouse, registered domestic partner, biological child, adopted child, step-child, foster child, legal ward, child of a domestic partner, grandchild, or grandparent.
- 4.2.13.3 The absence is due to issues relating to domestic violence, sexual assault, or stalking, such as seeking services from crisis counselors or shelters, or from obtaining legal relief such as restraining orders or injunctions.

4.2.14 **General Provisions.** To qualify for sick-leave pay, the employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). As prescribed under the California Paid Sick Leave Law – for the first twenty-four (24) hours or three (3) days of sick leave use, if the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable. After the first three (3) days of sick leave use, the employee must notify OC San at or in advance of the time the employee is scheduled to report for duty. Minimum charge to the employee's sick-leave account shall be one-half (0.5) hour and thereafter in one-half (0.5) hour increments.

4.2.15 Human Resources, along with the division management, shall be responsible for control of abuse of the sick-leave privilege. Except for the first twenty-four (24) hours or three (3) days of sick leave use as prescribed under the California Paid Sick Leave Law, if notified in advance by a manager or supervisor, the employee may be required, at any time, to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness; however, for absences of ten (10) consecutive working days or more, a request for leave and a medical statement, on prescribed forms, stating expected date of return must be submitted to Human Resources. Upon return to work, a written doctor's release must be submitted to Human Resources. For absences of one (1) or more working days in an unpaid status, a request for leave and a medical statement, on prescribed forms, stating expected date of return must be submitted to Human Resources.

4.2.16 **Sick Leave Banks.** Sick Leave Banks are administered on an individual Group basis. Employees represented by the International Union of Operating Engineers Local 501 for the Operations and Maintenance Unit (Local 501) who elect to bank sick leave accrued prior to the implementation of Personal Leave provisions may elect to use such time off for absence due to a bona fide illness, injury, or pregnancy, or to attend to the illness or injury of an immediate family member. Employees represented by Local 501 who retire or decess shall be paid at the 50% (fifty percent) rate for all Banked Sick Leave hours; an employee who separates shall be compensated for Banked Sick Leave as follows.

Banked Sick Leave Hours	Rate of Payoff
0 - 100	0 percent
101 - 240	25 percent
241 - 560	35 percent

Over 560	50 percent
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4.2.17 If the need for leave is due to the employee's serious health condition, as defined in the Family and Medical Leave Act ("FMLA") or the California Family Rights Act ("CFRA"), the certification requirement shall comply with provisions of these Acts.

4.3 **Personal Leave.** Personal leave is provided to allow employees time off with pay for vacation, personal business and non-job-related illness or injury. Personal leave is accrued by full-time employees for all paid hours, including hours actually worked and hours in a paid-leave payroll status, on a biweekly basis as follows unless otherwise stipulated by an employee's affiliated bargaining unit MOU:

Personal Leave Hours Years of Service	Biweekly	Annual
0 through 1	3.08	80*
2 through 4	5.38	140
5 through 10	6.92	180
11	7.23	188
12	7.54	196
13	7.85	204
14	8.15	212
15	8.46	220
16	8.69	226
17	8.92	232
18	9.15	238
19	9.38	244
20 and over	9.62	250

4.3.1 When unpaid absences occur, personal leave accruals will be applied by straight proration of leave accruals based on the number of hours actually worked. This is applicable to all types of leave, whether legally protected or not.

4.3.2 **Scheduled Time Off.** Management shall make a reasonable effort, considering the operational needs of OC San, to accommodate all employee requests for personal leave. Personal leave should normally be requested at least two (2) weeks in advance to increase the likelihood of submitted dates being approved.

4.3.3 Supervisor absences will not affect an employee's ability to schedule time off unless the time off request is submitted within two (2) weeks of the date requested.

4.3.4 **Unscheduled Time Off.** Personal leave that is classified as unscheduled time off provides income protection to an employee who is unable to work due to the following:

4.3.4.1 The employee is physically or mentally unable to perform his or her normal functions due to illness, injury, or a medical condition.

4.3.4.2 The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee, or the absence is

due to medical and dental office appointments of an employee when approved by the employee's supervisor.

- 4.3.4.3 The absence is for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.
- 4.3.4.4 The absence is for the care of the employee's parent, step-parent, adoptive parent, father-in-law, mother-in-law, brother, step-brother, sister, step-sister, spouse, registered domestic partner, biological child, adopted child, step-child, foster child, legal ward, child of a domestic partner, grandchild, grandparent, foster parent, legal guardian, or any family member with whom the employee resides.
- 4.3.4.5 As prescribed under the California Paid Sick Leave Law, for the first twenty-four (24) hours or three (3) days of sick leave use, employees may identify a "designated person" at the time the employee requests paid sick leave to care for that person.
  - 4.3.4.5.1 Employees are limited to one (1) "designated person" per rolling twelve-month period.
- 4.3.4.6 The absence is due to a job-related injury.
- 4.3.4.7 The absence is due to issues relating to domestic violence, sexual assault, or stalking, such as seeking services from crisis counselors or shelters, or from obtaining legal relief such as restraining orders or injunctions.
- 4.3.5 Unscheduled time off must be accounted for by management upon the employee's return to work. Except for the first twenty-four (24) hours or three (3) days as prescribed under the California Paid Sick Leave Law in which the employee uses Personal Leave for reasons described in 4.2.13. Employees may be required to submit medical documentation for their injury or illness. It is the responsibility of OC San management to control the potential abuse of unscheduled time off privileges.
- 4.3.6 **Protected Use of Personal Leave.** As prescribed under California Labor Code section 233, employees may use up to one-half (1/2) of their annual personal leave accruals in any calendar year when:
  - 4.3.6.1 The absence is for the purpose of obtaining professional diagnosis, care, or treatment for an existing health condition of, or preventative care for, the employee.
  - 4.3.6.2 The absence is for the purpose of obtaining diagnosis, care, or treatment for an existing health condition of, or preventive care for, the employee's parent, step-parent, adoptive parent, foster parent, legal guardian, father-in-law, mother-in-law, brother, step-brother, sister, step-sister, spouse, registered domestic partner, biological child, adopted child, step-child, foster child, legal ward, child of a domestic partner, grandchild, or grandparent.
  - 4.3.6.3 The absence is due to issues relating to domestic violence, sexual assault, or stalking, such as seeking services from crisis counselors or shelters, or from obtaining legal relief such as restraining orders or

injunctions.

- 4.3.7 OC San also has the right to discipline employees on the basis of total absences away from work. Except for the first twenty-four (24) hours or three (3) days as prescribed under the California Paid Sick Leave Law in which the employee uses Personal Leave for reasons described in section 4.2.13, Employees must notify their supervisor prior to the start time of their shift when they are unable to report for work. Any absence that is requested within twenty-three (23) hours of the start of an employee's work schedule, excluding protected leaves of absence and bereavement leave, shall be considered unscheduled time off unless otherwise stipulated by an employee's affiliated bargaining unit MOU. Employees returning from an extended leave should notify their supervisor as soon as possible to facilitate personnel scheduling.
- 4.3.8 Human Resources, along with the division management, shall be responsible for control of abuse of the unscheduled leave privilege. Except for the first twenty-four (24) hours or three (3) days as prescribed under the California Paid Sick Leave Law in which the employee uses Personal Leave for reasons described in section 4.2.12, the employee may be required, at any time, to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness; however, for unscheduled absences of ten (10) consecutive working days or more, a request for leave and a medical statement, on prescribed forms, stating expected date of return must be submitted to Human Resources. Upon return to work, a written doctor's release must be submitted to Human Resources. For absences of one (1) or more working days in an unpaid status, a request for leave and a medical statement on prescribed forms, stating expected date of return must be submitted to Human Resources.
- 4.3.9 Personal Leave Payoff. Employees (or their estate) who separate, retire or die shall be paid in full at their current rate of pay for all Personal Leave hours accrued.
- 4.3.10 Maximum Accrual. Employees may have a maximum accumulation of four hundred-forty (440) hours of Personal Leave as of the last day of the final pay period in December of each year. In the event an employee accrues personal leave in excess of the maximum accrual, it must be used prior to the December date. All other remaining hours in excess of the maximum accrual will be paid to the employee in the first pay period in January at the employee's then current hourly rate of compensation.
- 4.3.11 If the need for leave is due to the employee's own serious health condition, as defined in the Family and Medical Leave Act ("FMLA") or the California Family Rights Act ("CFRA"), the certification requirement shall comply with the provisions of these Acts.
- 4.4 **Protected Child-Related Activities Leave**. As prescribed under California Labor Code, Section 230.8, an employee who is a parent with one (1) or more children attending kindergarten, grades one (1) to twelve (12), or is a child care provider, may take paid or unpaid leave up to forty (40) hours per calendar year for the following child-related activities:
  - 4.4.1 To find, enroll, or reenroll his or her child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of his or her child. Time off for this purpose shall not exceed eight (8) hours in any calendar month of the year.

- 4.4.2 To address a child care provider or school emergency.
- 4.5 **Jury Duty Leave.** Any full-time, including probationary, employee who is called for jury duty shall be entitled to his/her regular pay for those hours of absence due to performance of the jury duty for a period up to twenty-two (22) working days.
- 4.5.1 Prior to jury duty service, each employee must complete an online time off request form. To be entitled to receive regular pay for such jury leave, employees must report for work during their regularly scheduled work shift when they are relieved from jury duty service, unless there is less than one-half (½) of their regular shift remaining. Employees are not compensated for jury duty occurring on scheduled days off.
- 4.5.2 An employee serving jury duty must obtain an attendance slip from the court to be submitted to his/her supervisor with his/her time sheet in order to be eligible for regular pay for those hours of absence due to jury duty.
- 4.5.3 Employees are advised in all cases, whether serving jury duty for the state or federal court systems, to disclose their public employment and OC San's jury duty pay policy because employees who receive jury duty pay may not be entitled to court compensation.
- 4.6 **Witness Leave.** Any full-time, including probationary, employee who is required to be absent from work by a subpoena properly issued by a court, agency or commission legally empowered to subpoena witnesses, which subpoena compels his/her presence as a witness, except in a matter wherein he/she is named as a defendant or plaintiff or as an expert witness, shall, upon approval of an online time off request, be entitled to the time necessary to comply with such subpoena. An employee's regular pay will be reduced by the amount of witness leave pay received, exclusive of mileage.
- 4.6.1 An employee so subpoenaed must submit a copy of the subpoena to their supervisor and complete an online time off request form in order to be eligible for pay for such absence. To be entitled to receive regular pay for such witness leave, the employee must report for work at OC San for time not actually retained on witness service of one (1) hour or more prior to and/or upon completion of each day's service, exclusive of travel time.
- 4.7 **Military Leave.** A request for military leave shall be made through the online time off request form and shall state the date when it is desired to begin the leave-of-absence and the date of anticipated return. A copy of the orders requiring such military service shall be submitted with the request to the employee's supervisor.
- 4.7.1 Provisions of the Military and Veterans Code of the State of California, Sections 395-395.5 shall govern military leave. In general, current law provides that an employee having one year or more service with a public entity is entitled to military leave with pay not exceeding thirty (30) days per year if the employee is engaged in military duty ordered for purposes of active military training or encampment. An employee who is required to attend scheduled service drill periods or perform other inactive duty reserve obligations is entitled to military leave without pay, not exceeding seventeen (17) calendar days per year, although the employee may, at his or her option, elect to use vacation or personal leave time to attend the scheduled reserve drill periods or to perform other inactive drill period obligations. Employees who participate in weekend military drill duty are not eligible for leave with pay for such activity, but may have

their regular work schedule changed to accommodate the required time off.

4.8 **Bereavement Leave.** Using the online time off request form, any full-time employee, whether probationary or regular, shall receive a maximum of thirty-six (36) hours off with pay for the death or funeral of an immediate family member. Immediate family member is defined as the employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, sister, step-sister, husband, wife, domestic partner, biological child, step-child, adopted child, child of a domestic partner, step parent, grandchild, grandparent, foster parent, foster child, legal guardian, or any family member with whom the employee resides or who is identified in the employee's MOU, if applicable. Employees must submit an online time off request form for approval by the supervisor.

4.9 **Workers' Compensation Leave.** Employees who are injured in the course of their employment are placed on Workers' Compensation Leave and receive wage loss benefits to which they are entitled under the Workers' Compensation Act. Employees may request to concurrently use available paid leave accruals to supplement their Workers' Compensation payments in an amount such that the sum of both is equal to or less than the employee's regular base pay.

4.10 **Administrative Leave.**

4.10.1 **Executive Management Employees**

4.10.1.1 No more than forty (40) hours of administrative leave shall be granted to employees in the Executive Management Group in any fiscal year on July 1st.

4.10.1.1.1 As an exception, Executive Management employees who elected to remain on the executive benefits structure, specified in 1.7 At-Will EMT Employment Agreements, may select whether to include administrative leave as part of their annual benefits package.

4.10.1.2 Employees who are hired or promoted into the Executive Management Group shall be granted administrative leave on a pro-rata basis in accordance with the following schedule:

<b>Month of Hire/Promotion</b>	<b>Percentage of Leave Granted</b>
July – March	100%
April – June	50%

4.10.1.3 Administrative leave may only be used in quarter-hour increments or more.

4.10.1.4 Any unused administrative leave, within the fiscal year granted, will not be carried over to the next fiscal year.

4.10.1.5 Any unused administrative leave, within the fiscal year granted, is not subject to cash out or eligible for any mandatory payout.

4.10.1.6 Employees who cease to be part of Executive Management Group for any reason will not receive payment of any unused administrative

leave.

#### 4.10.2 Manager Group Employees

4.10.2.1 No more than forty (40) hours of administrative leave shall be granted to employees in the Executive Management Group in any calendar year on January 1st.

4.10.2.2 Employees who are hired or promoted into the Manager Group shall be granted administrative leave on a pro-rata basis in accordance with the following schedule:

Month of Hire/Promotion	Percentage of Leave Granted
January - September	100%
October - December	50%

4.10.2.3 Administrative leave may only be used only in quarter-hour increments or more.

4.10.2.4 Any unused administrative leave, within the calendar year granted, will not be carried over to the next calendar year.

4.10.2.5 Any unused administrative leave, within the calendar year granted, is not subject to cash out or eligible for any mandatory payout

4.10.2.6 Employees who cease to be part of the Manager Group for any reason will not receive payment of any unused administrative leave.

#### 4.10.3 Professional, Supervisor, and Exempt-level Confidential Group Employees

4.10.3.1 Effective the first pay period in July, regular full-time exempt-level employees in the Professional, Supervisor and Confidential Groups shall be granted forty (40) hours of administrative leave.

4.10.3.2 Regular full-time exempt-level employees who are hired or promoted into the Professional, Supervisor and Confidential Groups shall be granted Administrative Leave on a pro-rata basis per the following schedule:

Month of Hire/Promotion	Percentage of Leave Granted
July - September	100%
October - December	75%
January - March	50%
April - June	0%

4.1.1.1 Administrative Leave will be administered in accordance with the following guidelines:



- 4.1.1.1.1 Administrative leave may be used in quarter-hour increments.
- 4.1.1.1.2 Any unused administrative leave, within the fiscal year granted, will not be carried over to the next fiscal year.
- 4.1.1.1.3 Any unused administrative leave, within the fiscal year granted, is not subject to cash out or eligible for any mandatory payout.
- 4.1.1.1.4 Employees who cease to be part of the Professional, Supervisor and Confidential Groups for any reason will forfeit any unused administrative leave.

**4.2 Supplemental Leave**

**4.2.1 Nonexempt Confidential Group Employees** (unless otherwise stipulated by an employee’s affiliated bargaining unit MOU)

4.2.1.1 Regular full-time employees in the bargaining unit shall be granted Supplemental Leave in accordance with the following schedule:

<b>Years of Service</b>	<b>5 – 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25+</b>
<b>Supplemental Leave Hours</b>	5	10	15	20	25

4.2.1.2 Supplemental Leave shall be granted per the schedule in the first pay period in July.

4.2.1.3 Supplemental Leave will be administered in accordance with the following guidelines:

- 4.2.1.3.1 Supplemental Leave may be used in one-quarter (0.25) hour increments.
- 4.2.1.3.2 Any unused Supplemental Leave, within the fiscal year granted, will not be carried over to the next fiscal year.
- 4.2.1.3.3 Any unused Supplemental Leave, within the fiscal year granted, is not subject to cash out or eligible for any mandatory payout.
- 4.2.1.3.4 Employees who cease to be part of the bargaining unit for any reason will forfeit any unused Supplemental Leave.

4.2.1.4 Employees who are hired or transferred into the bargaining unit shall be granted Supplemental Leave on a pro-rata basis per the following schedule:

<b>Hire/Transfer Date</b>	<b>Percent</b>
July – September	100%
October – December	75%

January – March	50%
April – June	25%

## **5.0 PROCEDURE**

## **6.0 EXCEPTIONS**


- 6.1 Part-time employees receive leave of absence benefits on a pro-rated basis per Policy 4.7, Pro Rata Benefits for Part-time Employees.
- 6.2 Employees receive either both sick leave and vacation time off accruals or personal leave time off accruals depending on the employee’s bargaining unit and/or employee group affiliation.
- 6.3 Vacation leave is not accrued for overtime hours worked.
- 6.4 The unscheduled time off designation does not apply to exempt employees.

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 Voluntary payouts for vacation, compensatory, and personal leave accruals must be requested in December, a year in advance. Requests shall be made by completing and submitting the applicable election form provided by finance. Requested elections are irrevocable and will be paid out at the end of the following year.
- 7.2 Vacation leave is accrued on a bi-weekly basis, and employees within the initial probationary period may request time off in the first six (6) months of employment and must use available leave accruals.
- 7.3 Employees may not maintain a negative balance of vacation, sick, compensatory, or personal leave accruals.

## **8.0 RELATED DOCUMENTS**

- 8.1 California Labor Code, Section 230.8
- 8.2 California Labor Code, Section 246 (California Paid Sick Leave Law)
- 8.3 California Labor Code, Section 245.5
- 8.4 Government Code, Section 12945.2
- 8.5 California Assembly Bill 1522, Sick Leave Law
- 8.6 Policy 1.10, Employee Separation
- 8.7 Policy 4.7, Pro Rata Benefits for Part-time Employees
- 8.8 Request for Vacation, Personal, and Compensatory Leave Payout e-form

 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 3.3.1</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Military Leave</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

**1.0 PURPOSE**

- 1.1 The purpose of this policy is to support employees who serve in the United States military, National Guard, and Reserve branches of the United States Armed Forces.

**2.0 ORGANIZATIONAL UNITS AFFECTED**

- 2.1 This policy applies to all OC San employees who serve in the United States military, National Guard, and Reserve branches of the United States Armed Forces.

**3.0 POLICY**

**3.1 GENERAL INFORMATION**

- 3.1.1 OC San provides leave of absence to employees who are fulfilling military duty requirements as active military, Reservists, or National Guard members.

**3.2 LEAVE WITH PAY**

- 3.2.1 Employees on military leave (i.e., active duty), who have one year or more service with OC San, are entitled to full pay for the first thirty (30) calendar days of military leave, up to a maximum of one hundred-sixty (160) hours of pay, in any fiscal year.
- 3.2.2 National Guard members on military leave (i.e., active duty including military leave and Governor-proclaimed states of extreme emergency), regardless of their length of service with OC San, are entitled to full pay for the first thirty (30) calendar days of military leave, up to a maximum of one hundred-sixty (160) hours of pay, in any fiscal year.
- 3.2.3 Employees on temporary military leave (i.e., training), who have one year or more of service with OC San, are entitled to full pay for the first thirty (30) calendar days of temporary military leave, up to a maximum of one hundred-sixty (160) hours of pay, in any fiscal year.
- 3.2.4 In determining the one year of service with OC San, all military service shall be counted as service with OC San.

**3.3 LEAVE WITHOUT PAY**

- 3.3.1 Employees who are required to attend scheduled reserve drill periods or other inactive duty reserve obligations are entitled to military leave without pay. Employees may, at their option, elect to use vacation or personal leave time to attend the scheduled reserve drill periods or to perform other inactive duty

reserve obligations. Employees who participate in weekend military drill duty are not eligible for leave with pay, but may request to have their regular work schedule changed to accommodate the required time off.

#### **3.4 BENEFITS**

- 3.4.1 Health insurance coverage, in accordance with plan documents, shall continue while employees are engaged in military duty.
- 3.4.2 Time spent on a military leave of absence will be credited to "length of service" requirements for leave accruals and retirement benefits.
- 3.4.3 Employees are entitled to receive pay for OC San holidays that occur while employees are engaged in military duty and entitled to Leave with Pay. Holiday pay hours shall be included in the maximum one hundred-sixty (160) hours of paid military leave (i.e., active or training) per fiscal year.

#### **3.5 RETURN TO WORK**

- 3.5.1 Employees are obligated to provide prompt notification of their intent to return to work. Employees who are on a military leave of absence are guaranteed reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees returning to work shall be restored to their former position or a position of similar status and pay. Employees who are released from military duty with a dishonorable or bad conduct discharge do not qualify for protection under USERRA.

#### **3.6 STATE OR NATIONAL EMERGENCY**

- 3.6.1 Employees called to active duty because of a State or National emergency are entitled to full pay for the first thirty (30) calendar days, up to a maximum of one hundred-sixty (160) hours of pay, of such order. Thereafter employees shall receive the difference between their pay with OC San and their military pay (including allowances). Employees shall continue to receive all leave time accruals (personal leave, vacation, sick) and health insurance coverage in effect at the time they were called to active service. Employees shall continue to receive credit towards "length of service" requirements for retirement benefits. These benefits shall remain in effect for the full duration of the active military assignment.

### **4.0 PROCEDURE**

- 4.1 Unless precluded by military necessity, employees must provide as much advance notice as possible regarding their military obligation by completing an online time off request form.
- 4.2 Employees should provide a copy of their orders, annual drill schedule or other documentation to their immediate supervisor in a timely manner and if possible, before they begin their assignment.


### **5.0 PROVISIONS AND CONDITIONS**

- 5.1 Provisions of California's Military and Veterans Code, Sections 389 et seq., and the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sections 4301 et seq. shall govern military leave.

- 5.2 As per the California Military and Veterans Code, Section 395.03, no more than the pay for a period of thirty (30) calendar days shall be allowed under the provisions of Section 395.01 or 395.02 for any one military leave of absence or during any fiscal year, except as otherwise authorized by resolution number 01-20, approved by OC San's Board of Directors on October 24, 2001.

## **6.0 RELATED DOCUMENTS**

- 6.1 California Military and Veterans Code
- 6.2 Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)
- 6.3 OCSD Resolution 01-20

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 3.4</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Leave-of-Absence Without Pay</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for use in the administration of Orange County Sanitation District's (OC San) leave-of-absence without pay program.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all regular OC San employees.

## 3.0 DEFINITIONS

- 3.1 **Americans with Disabilities Act (ADA)** – A federal law that prohibits discrimination against people with disabilities and requires employers to provide reasonable accommodation to employees with known disabilities when doing so does not pose an undue hardship.
- 3.2 **California Family Rights Act (CFRA)** – A state law that provides certain employees with up to twelve (12) weeks of unpaid, job-protected leave per year.
- 3.3 **Child, for purposes of FMLA/CFRA** – Means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis (in place of parents or instead of a parent), who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability, at the time that FMLA/CFRA leave is to commence.
- 3.4 **Child-Related Activities** – Include addressing a child care provider or school emergency, a request that the child be picked up from school or child care, behavioral/discipline problems, closure or unexpected unavailability of the school (excluding planned holidays), or a natural disaster; finding, enrolling, re-enrolling a child in a school or with a licensed child care provider.
- 3.5 **Consolidated Omnibus Budget Reconciliation Act (COBRA)** – A federal law that gives employees and dependents who lose their group health insurance the right to elect to continue health insurance coverage for eighteen (18) or thirty-six (36) months under certain circumstances, such as voluntary or involuntary separation from employment for reasons other than gross misconduct, reduction in hours worked, change in employment status, death, divorce, and other life events.
- 3.6 **Covered Active Duty or Call to Covered Active Duty Status** – Means a) in the case of a member of a regular component of the Armed Forces, duty during deployment of the

member with the Armed Forces to a foreign country, and b) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty during a war or national emergency declared by the President or Congress.

- 3.7 **Covered Servicemember** – Means a) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on covered active duty, or b) a veteran who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.
- 3.8 **Domestic Partner** – As defined by California Family Code §§ 297 and 299.2, shall have the same meaning as “spouse” for purposes of CFRA.
- 3.9 **Civil Rights Department** – The Civil Rights Department (CRD) is the state agency charged with enforcing California’s civil rights laws. The mission of the CRD is to protect the people of California from unlawful discrimination in employment, housing, businesses, and state-funded programs, and from bias-motivated violence and human trafficking.
- 3.10 **Family and Medical Leave Act (FMLA)** – A federal law that provides certain employees up to twelve (12) weeks of unpaid, job-protected leave per year.
- 3.11 **Family Member** –  
For purposes of FMLA, means an employee’s spouse, parent, or child as defined by this policy.  
  
For the purpose of CFRA, means an employee’s spouse, registered domestic partner, parent, parent-in-law, child, child of registered domestic partner, grandchild, grandparent, sibling, or a designated person (any individual related by blood or whose association with the employee is equivalent of a family relationship) as defined by this policy.
- 3.12 **Designated Person** – Any individual related by blood or whose association with the employee is equivalent of a family relationship.
- 3.13 **Health Care Provider**
- 3.13.1 A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
- 3.13.2 Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;
- 3.13.3 Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- 3.13.4 Nurse practitioners and nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under California State law and who are

performing within the scope of their practice as defined under California State law;

- 3.13.5 Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
- 3.13.6 Any health care provider from whom OC San or its group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
- 3.14 **Incapable of Self Care** – Describes a person who requires active assistance or supervision to provide daily self-care in three (3) or more of the activities of daily living or instrumental activities of daily living — such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, and using telephones and directories, and using a post office.
- 3.15 **Next of Kin of a Covered Servicemember** – Means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.
- 3.16 **Outpatient Status** means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- 3.17 **Parent, for purposes of FMLA/CFRA** – Means the biological, adoptive, step or foster parent of an employee; or an individual who stands or stood in loco parentis (in place of parents or instead of a parent) to an employee when the employee was a child.
- 3.18 **Pregnancy Disability Leave (PDL)** – A state law that provides an employee, who is disabled as a result of pregnancy, childbirth, or a related condition, up to four (4) months of unpaid leave, with medical approval.
- 3.19 **Rolling 12-Month Period** – A period measured backward from the date an employee uses any FMLA leave. Each time an employee takes FMLA/CFRA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. For example, if an employee has taken eight (8) weeks of leave during the past 12 months, an additional four (4) weeks of leave could be taken.
- 3.20 **Serious Health Condition** – Means an illness, injury, impairment, or physical or mental condition that involves:
- 3.20.1 Inpatient care (i.e., an overnight stay or expectation of an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or
- 3.20.2 Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:



- 3.20.2.1 A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
  - 3.20.2.1.1 Treatment two (2) or more times-by a health care provider.
  - 3.20.2.1.2 Treatment by a health care provider on at least one (1) occasion that results in a regimen of continuing treatment under the supervision of the health care provider. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
- 3.20.2.2 Under FMLA only, any period of incapacity due to pregnancy or for prenatal care. Under state law, an employee disabled by pregnancy is entitled to PDL.
- 3.20.2.3 Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
  - 3.20.2.3.1 Requires periodic visits (defined as at least twice a year) for treatment by a health care provider or by a nurse;
  - 3.20.2.3.2 Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - 3.20.2.3.3 May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one (1) day or less.
- 3.20.2.4 A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the treatment of a health care provider.
- 3.20.2.5 Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

3.21  **Serious Injury or Illness**  – Means a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness incurred by a covered servicemember in the line of duty on covered active duty (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on covered active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating, and b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, a qualifying injury or illness that was incurred by the member in line of duty on

covered active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on covered active duty in the Armed Forces) that manifested itself before or after the member became a veteran.

3.22 **Single 12-Month Period** – For purposes of leave to care for a covered servicemember, begins on the first day the eligible employee takes FMLA leave to care for the covered servicemember and ends twelve (12) months after that date.

3.23 **Spouse** –Means a partner in marriage as defined by state and/or federal law.

#### 4.0 POLICY

4.1 To the extent not already provided for under current leave policies and provisions, it is the policy of OC San to grant employees extended leaves-of-absence under certain circumstances, including family and medical leave for eligible employees as required by state and federal law. The following provisions set forth the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and in the California Code of Regulations implementing the regulations of the California Family Rights Act ("CFRA").

4.2 **Reasons for FMLA/CFRA Leave** FMLA/CFRA leave is permitted only for the following reasons:

4.2.1 The birth of a child or to care for a newborn of an employee;

4.2.2 The placement of a child with an employee in connection with the adoption or foster care of a child;

4.2.3 Leave to care for a family member who has a serious health condition;

4.2.4 Leave because of a serious health condition that makes the employee unable to perform the essential functions of his/her position. Under FMLA, this includes incapacity due to pregnancy (CFRA does not include incapacity due to pregnancy; PDL applies instead);

4.2.5 Under FMLA only, leave for a qualifying exigency arising out of the fact that an employee's family member is on covered active duty or called to covered active duty status in the Armed Forces. A qualifying exigency may include activities such as making arrangements for childcare, making financial and legal arrangements, attending counseling relating to the active duty of the service member, or attending to farewell or arrival arrangements for the service member;

4.2.6 Under FMLA only, leave to care for a family member or "next of kin" servicemember of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty (this leave may consist of up to 26 weeks of unpaid leave during a single 12-month period).

4.3 **Leave Eligibility**

4.3.1 A full-time or part-time employee is eligible for unpaid FMLA/CFRA leave if the employee:

4.3.1.1 Has been employed for at least twelve (12) months; and

- 4.3.1.2 Has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
- 4.3.2 A full-time or part-time employee disabled due to pregnancy, childbirth, or a related condition is eligible for unpaid PDL on the first date of employment, regardless of length of service with OC San.
- 4.4 FMLA/CFRA Leave may not exceed twelve (12) weeks in a rolling twelve (12) month period. PDL may not exceed four (4) months.
- 4.5 CFRA leave shall run concurrently with FMLA leave, with the following exceptions:
  - 4.5.1 When an employee's incapacity is due to pregnancy.
  - 4.5.2 Incapacity due to pregnancy, childbirth, or a related condition may entitle an employee to up to four (4) months of PDL, with medical approval, plus another twelve (12) weeks of CFRA leave, to care for the child, in a rolling twelve (12) month period.
  - 4.5.3 When an employee requires leave to care for a qualifying family member other than a parent, child, or spouse.
- 4.6 Designated Person under the CFRA – Employees may identify a “designated person” at the time the employee requests leave to care for that person.
  - 4.6.1 Employees are limited to one (1) “designated person” per rolling twelve-month period.
- 4.7 **Expiration of Leaves** Upon expiration of FMLA/CFRA/PDL, OC San will evaluate the employee's restrictions and the positions that are available at the time. If a reasonable accommodation other than unpaid leave exists, the employee may return to work as long as it does not create an undue hardship on the organization.
- 4.8 **Both Spouses Are Employed By OC San – FMLA Leave** Employees of OC San who are married to each other shall be limited to a combined total of twelve (12) weeks of FMLA Leave in a rolling twelve (12) month period if the leave is taken:
  - 4.8.1 For birth of the employee's son or daughter or to care for the child after birth;
  - 4.8.2 For placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement; or
  - 4.8.3 To care for the employee's parent with a serious health condition.
- 4.9 **Both Spouses Are Employed By OC San – CFRA Leave** Employees of OC San who are married to each other shall be limited to a combined total of twelve (12) weeks of CFRA Leave in a rolling twelve (12) month period if the leave is taken:
  - 4.9.1 For birth of the employee's son or daughter or to care for the child after birth;
  - 4.9.2 For placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement.
- 4.10 Where the spouses both use a portion of the total 12-week FMLA/CFRA leave entitlement for one of the above purposes, the spouses would each be entitled to the

difference between the amount he or she has taken individually and twelve (12) weeks for FMLA/CFRA leave for a purpose such as his or her own serious health condition.

- 4.11 In any case in which both spouses employed by OC San are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12-month period if leave is taken to care for a covered servicemember.
- 4.12 **Baby Bonding Leave** Under the FMLA/CFRA, employees are eligible for up to twelve (12) weeks of leave to bond with a newborn child within one (1) year of the child's date of birth. This leave can be taken continuously or intermittently. Intermittent baby bonding leave may be taken in increments of two (2) weeks or more.
- 4.13 **Military Leave** A request for military leave shall be made through the online time off request form and shall state the date when it is desired to begin the leave-of-absence and the date of anticipated return. A copy of the orders requiring such military service shall be submitted with the request to the employee's supervisor.
- 4.13.1 Provisions of the Military and Veterans Code of the State of California, Sections 395-395.5 shall govern military leave. In general, current law provides that an employee having one year or more service with a public entity is entitled to military leave with pay not exceeding thirty (30) days per year if the employee is engaged in military duty ordered for purposes of active military training or encampment. An employee who is required to attend scheduled inactive duty drill periods or perform other inactive duty reserve obligations is entitled to military leave without pay, not exceeding one hundred and eighty (180) calendar days per year, including travel time. The employee may, at his or her option, elect to use paid leave accruals to attend the scheduled reserve drill periods or to perform other inactive duty obligations. Employees who participate in weekend military drill duty are not eligible for leave with pay for such activity, but may have their regular work schedule changed to accommodate the required time off.
- 4.14 **California Leave for Military Spouses** An employee who works more than twenty (20) hours per week, and whose spouse is a member of the Armed Forces, National Guard or Reserves who has been deployed during a period of military conflict, may be granted ten (10) unpaid days off while the spouse is on leave from military deployment. Employees with need for this time off must provide their supervisor and Human Resources with notice that the employee wishes to take leave. This notice must be provided within at least two (2) business days of receiving official notice that the employee's spouse will be on leave from deployment. The employee must provide OC San with written documentation certifying that the spouse will be on leave from deployment.
- 4.15 **Employee Benefits and Salary Adjustments While on Leave**
- 4.15.1 **Medical, Dental and Vision Premiums**
- 4.15.1.1 During FMLA/CFRA/PDL leave, OC San shall pay for medical, dental and vision benefits at the same level of coverage as would have been provided if the employee were not on leave for up to twelve (12) weeks each leave year. During PDL Leave, coverage will continue to the same extent for up to four (4) months for each pregnancy. The employee shall be required to pay his or her share of medical and dental premiums. Failure to submit a monthly co-payment, in full, within forty-five (45) days, unless otherwise stipulated in the employee's affiliated bargaining unit Memorandum of Understanding (MOU), of the invoice date will result in loss of

group coverage. Coverage will be reinstated upon return to active employment.

4.15.1.2 Employees who have exhausted their paid leave accruals and FMLA/CFRA/PDL leave rights may be placed on a general leave-of-absence. During a general leave-of-absence, the employee shall be required to pay both OC San's and the employee's share of medical, dental and vision premiums. Failure to submit a monthly payment, in full, within forty-five (45) days (unless otherwise stipulated in the employee's affiliated bargaining unit MOU) of the invoice date will result in loss of group coverage. Coverage will be reinstated upon return to active employment.

4.15.2 Employees may make the appropriate contributions for continued coverage under non-health benefit plans by payroll deductions or by arranging payment in coordination with the Human Resources Department.

4.15.3 If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, OC San shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. OC San shall have the right to recover premiums through deduction from any sums due OC San (e.g. unpaid wages, vacation pay, etc.).

4.15.4 While an employee is on FMLA/CFRA/PDL leave, salary range and annual merit increases will be applied as long as the employee is in a paid payroll status. Applicable salary range and annual merit increases not applied because of leave will be applied when the employee returns to a paid payroll status.

4.15.5 Employees who are on a General Leave of absence do not receive Development Pay.

#### 4.16 **Substitution of Paid Accrued Leaves**

4.16.1 While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves for his or her own serious health condition. OC San requires that an employee use paid leave accruals during FMLA/CFRA leave for all reasons other than the employee's own serious health condition.

4.16.2 An employee may use sick leave while taking a leave under this policy if:

4.16.2.1 The leave is for the employee's own serious health condition; or

4.16.2.2 The leave is needed to care for a family member with a serious health condition, and the employee would be permitted to use sick leave under OC San policy.

4.16.2.3 Employees must comply with all requirements for receiving sick leave in order to receive pay during this period. A failure to comply with these requirements will impact only an employee's ability to receive sick pay and will not affect his or her right to FMLA/CFRA/PDL leave.

4.16.3 **OC San's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently With Other Leaves.** If an employee takes a leave of absence for

any reason which is also FMLA/CFRA-qualifying, OC San may designate that leave as FMLA/CFRA and may run the leaves concurrently with each other.

- 4.16.4 **OC San and Employee's Rights if an Employee Requests Accrued Leave Without Mentioning Either the FMLA or CFRA.** If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA-qualifying purpose, OC San may not ask the employee if the leave is for a FMLA/CFRA-qualifying purpose. However, if OC San denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA-qualifying purpose, OC San may inquire further into the reason for the absence. If the reason is FMLA/CFRA qualifying, OC San may require the employee to exhaust accrued leave as described above.
- 4.16.5 **Paid Time Off Accruals** Paid time off shall not accrue during any pay period that an employee is absent without pay for more than one day.
- 4.17 **Medical Certification** As a condition of FMLA or CFRA leave because of a "serious health condition," OC San may require certification by the employee's attending health care provider. Employees who request FMLA/CFRA/PDL leave for their own serious health condition or to care for a family member who has a serious health condition must provide written certification from the attending health care provider of the individual requiring care as a condition of receiving FMLA/CFRA/PDL leave. OC San may require that a new medical certification be submitted depending on the circumstances.
- 4.17.1 If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.
- 4.17.2 Employees who request leave to care for a covered servicemember who is a child, spouse, parent, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured servicemember's serious injury or illness.
- 4.17.3 The first time an employee requests leave because of a qualifying exigency, an employer may require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on covered active duty or call to covered active duty status, and the dates of the covered military member's covered active duty service. A copy of new active duty orders or similar documentation shall be provided to the employer if the need for leave because of a qualifying exigency arises out of a different covered active duty or call to covered active duty status of the same or a different covered military member.
- 4.17.4 **Time to Provide a Certification** When an employee's leave is foreseeable and at least thirty (30) days' notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to OC San within fifteen (15) calendar days of OC San's request, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.
- 4.17.5 If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency.

4.17.6 **Consequences for Failure to Provide an Adequate or Timely Certification**

4.17.6.1 If an employee fails to provide a medical certification within the time frame established by this policy, OC San may delay the taking of FMLA/CFRA leave until the required certification is provided.

4.17.6.2 Failure to provide complete medical certification may result in the denial of FMLA/CFRA/PDL leave.

4.17.7 **Second and Third Medical Opinions** If OC San has reason to doubt the validity of a medical certification, OC San may require a medical opinion of a second health care provider chosen and paid for by OC San. If the second opinion is different from the first, OC San may require the opinion of a third provider jointly approved by OC San and the employee, but paid for by OC San. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a second or third medical opinion sought.

4.17.8 **Intermittent Leave or Leave on a Reduced Leave Schedule** If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for the employee's serious health condition or to care for a family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. OC San permits intermittent leave to be taken in increments as small as fifteen (15) minutes. When planning medical treatment, the employee must consult with a supervisor and/or Human Resources and make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations, subject to the approval of the health care provider. Such consultations must take place prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both OC San and the employee.

4.18 **Employee Notice of Leave** Where the need for leave is foreseeable, OC San requires thirty (30) days advance notice. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as practicable that such leave will be needed, but no less than 30 days prior to the event. Such notice may be orally given. For leave that is not foreseeable, barring unusual circumstances, employees must provide notice that they need leave prior to the start of the shift on the day that leave is requested. Written notice must also be provided which sets forth the reason for leave, the expected duration of the leave, and the anticipated start of the leave.

4.18.1 For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

4.19 **Return to Work Policy for Non-Work-Related Leave**

4.19.1 **Right to Reinstatement** Upon expiration of FMLA/CFRA/PDL leave, an employee shall be entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. An employee is entitled to reinstatement to the same or equivalent position unless the employee would not otherwise have been entitled to that position for reasons unrelated to such leave (e.g., lay-offs), in which case OC San's obligation to

continue health and dental or other benefits shall cease. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA/PDL period.

- 4.19.2 If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and OC San, the employee will be reinstated within two (2) business days, where feasible, after the employee notifies the employer of his/her readiness to return.
- 4.19.3 **Employee's Obligation to Periodically Report on His/Her Condition** Employees will be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
- 4.19.4 **Return to Work Certification** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee may be required to obtain and present a return to work certification from the attending health care provider that the employee is able to resume work. Failure to provide such certification, when required, will result in denial of reinstatement.
- 4.19.5 **Medical Evaluation** An employee who has been absent from work due to a medical, non-work-related reason shall be required to submit to a Return-to-Work medical evaluation.
- 4.19.6 **Inability to Return to Work** If it is determined that there are no reasonable accommodations available to support an employee to return to work fully and safely in his or her regular position, and the employee is seeking to return to work at OC San, an alternate position search will be initiated, and considered. The employee shall be re-classified as medically disqualified and on unpaid status while alternative positions are being considered. The employee may elect to use accrued leave hours, such as vacation, sick, or personal leave, to receive compensation. The employee may also be eligible for short-term or long-term disability benefits, or temporary disability benefits through the workers' compensation process (if applicable). Placement of an employee in an alternative position may require a pre-placement medical evaluation for the alternative job.
- 4.19.7 If it is determined that there are no reasonable accommodations available, and there is not an alternative position, or the employee is not willing to return to work or declines an identified alternate position, the employee shall be re-classified as medically disqualified and not permitted to work. OC San will apply for disability retirement on the employee's behalf.
- 4.19.8 **Failure to Return to Work** If, upon the expiration of FMLA/CFRA/PDL Leave, or any OC San -approved extension thereof, an employee fails to return to work, and no additional leave has been authorized, the employee shall be considered to have automatically resigned from his/her position.
- 4.19.9 **Bridge of Service** If an employee automatically resigns from his/her position as a result of a "bona-fide" injury or illness, and then is rehired to a position within OC San within one (1) year, OC San shall bridge the employees' service date. "Bridging of service" means adding the total number of days away from work to the employees' original date of hire.



4.20 **General Leave**

- 4.20.1 Employees who have exhausted all paid time off accruals may request a general leave-of-absence to attend to personal matters, or for FMLA or CFRA qualifying events, after the expirations of previously authorized leave. If the employee requires additional leave beyond the original approved request, he/she shall submit a new Leave of Absence Request Form to the Human Resources Department for consideration.
- 4.20.2 During a general leave-of-absence, the employee shall be required to pay both OC San's and the employee's share of medical, dental and vision premiums. Failure to submit a monthly payment, in full, within forty-five (45) days (unless otherwise stipulated in the employee's affiliated bargaining unit MOU) of the invoice date will result in loss of group coverage, and any incurred premiums shall be due and payable to OC San. Coverage will be reinstated upon return to active employment.
- 4.20.3 Employees will not be granted an unpaid leave of absence prior to exhausting all paid leave accrual balances, excluding employees protected by PDL/FMLA/CFRA for their own serious health condition.

4.21 **Workers Compensation Leave**

- 4.21.1 Employees who are injured in the course of their employment are placed on Workers' Compensation Leave and receive wage loss benefits to which they are entitled under the Workers' Compensation Act.
- 4.21.2 During Workers' Compensation leave, employees may request to concurrently use available paid leave accruals to supplement their Workers' Compensation payments in an amount such that the sum of both is equal to or less than the employee's regular base pay.
- 4.21.3 OC San will designate Workers' Compensation leave as FMLA/CFRA leave and will run the leaves concurrently with each other. Upon the expiration of FMLA/CFRA leave and all available paid time off accruals, employees may request to be placed on a general unpaid leave of absence.
- 4.21.4 During Workers' Compensation leave, employees' medical, dental, and vision insurance premium payments are subject to the provisions provided in Section 4.17.1.

4.19 **Protected Child-Related Activities Leave** As prescribed under California Labor Code section 230.8, an employee who is a parent with one (1) or more children attending kindergarten, grades one (1) to twelve (12), or is a licensed child care provider, may take up to 40 hours of unpaid leave per calendar year for the following child-related activities:

- 4.19.1 To find, enroll, or reenroll his or her child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of his or her child. Time off for this purpose shall not exceed eight (8) hours in any calendar month of the year.
- 4.19.2 To address a child care provider or school emergency.

## 5.0 PROCEDURE

- 5.1 Employees must fill out the following prescribed forms in connection with leaves under this policy:
  - 5.1.1 Leave of Absence Request form (Available on OC San's intranet site) – Required for all medical, pregnancy, family care, military, and general leaves of absence.
  - 5.1.2 Medical Certification of Health Care Provider form (Available on OC San's intranet site) – Required for leave due to employee's own serious health condition, pregnancy, or the employee's need to care for a family member with a serious health condition.
  - 5.1.3 Return to Work Certification form (Available on OC San's intranet site) - If leave is taken for the employee's own serious health condition.


## 6.0 EXCEPTIONS

- 6.1 **Reinstatement of "Key Employees"** OC San may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10% of all employed by OC San (within 75 miles of the work site) if such denial is necessary to prevent substantial and grievous economic injury to the operations of OC San, and the employee is notified of OC San's intent to deny reinstatement on such basis at the time OC San determines that such injury would occur.

## 7.0 PROVISIONS AND CONDITIONS

## 8.0 RELATED DOCUMENTS

- 8.1 California Labor Code, Section 245.5
- 8.2 Government Code, Section 12945.2
- 8.3 Policy 3.3, Leave of Absence with Pay
- 8.4 Policy 3.3.1, Military Leave
- 8.5 Policy 3.5, Return to work
- 8.6 Leave of Absence Request Form
- 8.7 Medical Certification of Health Care Provider Form
- 8.8 Return to Work Certification Form

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 3.5</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Return to Work Program</b>	<b>Supersedes: N/A</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE:

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures regarding the Orange County Sanitation District (OC San) Return to Work (RTW) Program.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all OC San employees, regardless of their organizational unit.

## 3.0 DEFINITIONS

- 3.1 **Transitional Work Assignment** – A temporary work assignment that may be offered to employees when they return to work after an injury or illness, to help transition the employees back to their regular position as they progress through the recovery process. This assignment may be a modified duty or light duty assignment that is specified for a limited duration and fulfills a productive and meaningful job function.
- 3.2 **Essential Functions** – The fundamental duties of a position; duties that the incumbent of the position must be able to perform with or without reasonable accommodations in place.
- 3.1 **Modified Duty Assignment** – A temporary assignment in which changes are made to the manner in which an employee performs his/her regular position, without removing any of the essential functions of the position.
- 3.2 **Light Duty Assignment** – A temporary limited-term assignment which may be an assignment within an employee’s regular position or an alternate position in a different Department/Division within OC San.
- 3.3 **Regular position** – An existing budgeted job classification.

- 3.4 **Work Status** – A status provided by a health care provider that indicates whether an employee is able to perform the essential functions of the regular position, with or without restrictions.
- 3.5 **Full Duty** – A work status in which the employee is released to return to work without any restrictions.
- 3.6 **Interactive Process** – A good faith effort between the employer and employee to explore possible options to reasonably accommodate an employee’s disability.
- 3.7 **Work Restrictions** – Functional limitations prescribed by a health care provider which describe what an employee can and cannot do on a temporary or permanent basis.
- 3.8 **Medical Certification** – A written certification from a health care provider, which may include information such as the employee’s work status, work restrictions, leave needs and the duration of work restrictions or leave.
- 3.9 **Health Care Provider** – A treating physician, which may be any of the following:
- 3.9.1 A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
  - 3.9.2 Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;
  - 3.9.3 Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
  - 3.9.4 Nurse practitioners and nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
  - 3.9.5 Any health care provider from whom OC San or its group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

#### **4.0 POLICY**

- 4.1 The Return to Work (RTW) Program’s intent is to support injured or disabled employees in returning to employment at OC San by providing opportunities for productive transitional work when appropriate.

- 4.2 The intent of the program is to work in conjunction with the Leave of Absence (LOA) and Workers' Compensation (WC) programs, and to comply with all federal and state laws and regulations.
- 4.3 The RTW Program provides employees with the opportunity to be considered for transitional work (a temporary limited-term modified or light duty assignment) if they are unable to fully perform the essential job duties within the employee's current Division or at the discretion of Human Resources and management, an assignment in another Department/Division within OC San. Transitional work assignments are not guaranteed and are granted on a case-by-case basis.
- 4.4 An employee's illness or injury may qualify as a disability, as defined by the Americans with Disabilities Act (ADA) and/or the California Civil Rights Department (CRD).

4.5 **Transitional Work – Eligibility**

- 4.5.1 The RTW Program applies to all OC San employees if the employee:
  - 4.5.1.1 Has a temporary disability that prohibits the employee from fully performing his/her regular job duties; and
  - 4.5.1.2 Has submitted a written work status report from the employee's health care provider to Human Resources, which:
    - 4.5.1.2.1 Certifies that the employee is subject to temporary work restrictions and identifies an estimated duration;
    - 4.5.1.2.2 Clearly identifies the nature and scope of the employee's work restrictions; and
    - 4.5.1.2.3 Releases the employee to return to modified or light duty work within the specified restrictions.
  - 4.5.1.3 Has fully complied with his/her responsibilities under this policy.
- 4.5.2 Eligibility for transitional work is evaluated and determined on a case-by-case basis, independent of any other past or present assignments. The Human Resources Division shall consult with the applicable Department Head, or designee, to determine availability of transitional work.
  - 4.5.2.1 OC San shall have the sole discretion in determining the availability of potential transitional work (modified/light duty) assignments. Such determinations are final.

#### 4.6 **Duration of Transitional Work Assignments**

- 4.6.1 Transitional work assignments are provided on a temporary basis and generally do not exceed ninety (90) days. OC San may consider an extension of a transitional work assignment beyond the initial ninety (90) days on a case-by-case basis.
- 4.6.2 Temporary transitional work will be provided, if available, but shall not be guaranteed.

#### 4.7 **Employees' Responsibilities**

It is the responsibility of the employee to ensure OC San is fully informed at all times of medical / work status in a timely manner.

- 4.7.1 Provide a work status report in writing by the healthcare provider after each medical appointment. If the information provided is insufficient, Human Resources may request additional information and/or clarification from the employee or health care provider.
- 4.7.2 Notify Human Resources immediately if provided with work restrictions by a healthcare provider that preclude an employee from performing full job duties.
- 4.7.3 While assigned to transitional work, it is the responsibility of the employee to:
  - 4.7.3.1 Adhere to the restrictions and limitations provided by a health care provider.
  - 4.7.3.2 Immediately notify the supervisor and/or Human Resources if the transitional work assignment appears to be exacerbating the injury.
  - 4.7.3.3 To the extent possible, schedule medical and/or physical therapy appointments outside of regular working hours, and communicate any foreseeable appointments, in advance with the supervisor.

#### 4.8 **Supervisors' Responsibilities**

It is the responsibility of the supervisors of employees who are assigned to a temporary transitional work assignment to:

- 4.8.1.1 Obtain approval from Human Resources in advance of providing any job accommodations.

- 4.8.1.2 Monitor and manage the work schedule of employees assigned to temporary transitional work assignments and communicate with Human Resources regarding their status and/or performance.
- 4.8.1.3 Immediately notify Human Resources if they believe that an employee has sustained an injury or exacerbated an existing injury or condition.
- 4.8.1.4 Immediately notify Human Resources regarding any concerns regarding an employee working in a temporary transitional work assignment.
- 4.8.1.5 Immediately notify Human Resources of any changes or updates communicated by an employee regarding his/her work status.
- 4.8.1.6 Provide feedback to Human Resources regarding the employee's ability to perform the assigned duties effectively and safely and the continued availability of meaningful and productive work in connect with a temporary transitional work assignment.

#### **4.9 Termination of Temporary Transitional Work Assignments**

- 4.9.1 OC San may discontinue temporary transitional work assignments if:
  - 4.9.1.1 The employee has been released to return to full duty work with no restrictions by a health care provider; or
  - 4.9.1.2 The employee has been provided with permanent work restrictions and/or a health care provider has declared the employee permanent and stationary, or that the employee has reached maximum medical improvement (MMI); or
  - 4.9.1.3 The temporary transitional work assignment has reached the maximum duration of ninety (90) days without medical improvement; or
  - 4.9.1.4 Productive and meaningful work that is within the employee's work restrictions and meets the business necessity of OC San is no longer available;
  - 4.9.1.5 The employee fails to comply with any and all of his/her responsibilities under this policy.

#### **4.10 Return to Work – No Restrictions**

4.10.1 Prior to returning to full duty work, an employee must submit a medical certification that indicates:

4.10.1.1 The employee is released to return to work without restrictions;

4.10.1.2 The date that the employee is released to return to work.

4.10.1.3 The employee will be required to sign a full return to work agreement before returning to full duties to indicate his/her agreement with the full release.

#### **4.11 Permanent Work Restrictions**

4.11.1 If an employee has been provided with permanent work restrictions by a health care provider, or the employee requires long-term job accommodations under the Americans with Disability Act (ADA) ) and California Civil Rights Department (CRD), the employee must notify Human Resources immediately. OC San shall engage in a good-faith interactive process with the employee to determine if reasonable accommodations can be provided that would not cause undue hardship for OC San while allowing the employee to perform the essential functions of his/her job. In order to receive a reasonable accommodation, the employee must participate in this process and must provide relevant requested information to help facilitate the discussion and determine what options can be offered. OC San has the right to select the reasonable accommodation which will be offered, and it may not necessarily be the accommodation that the employee requests.

4.11.2 Employees who have been provided with permanent work restrictions are not eligible for consideration for transitional work assignments.

#### **4.12 Inability to Return to Work**

4.12.1 If it is determined that there are no reasonable accommodations available to support an employee to return to work fully in safely in his or her regular position, and the employee is seeking to return to work at OC San, an alternate position search will be initiated and placement in an alternative position, if available, will be considered. The employee shall be re-classified as medically disqualified while alternative positions are being considered. Such time off shall be without pay. However, the employee may elect to use accrued leave hours, such as vacation, sick, or personal leave, to receive compensation. The employee may also be eligible for short-term or long-term disability benefits, or temporary disability benefits through the workers' compensation process (if



applicable). Placement of an employee in an alternative position may require a pre-placement medical evaluation for the alternative job.

4.12.2 If it is determined that there are no reasonable accommodations available to support an employee to return to work fully and safely in their current position and there is not an alternative position, or the employee's restrictions are not compatible with an alternative position, or the employee is not willing to return to work or declines an identified alternate position, the employee shall be re-classified as medically disqualified and not permitted to work. At that time, OC San shall apply for disability retirement on the employee's behalf.

4.12.3 If the employee is not able to return to work within one (1) year from the initial leave, OC San will meet with the employee to determine if there is any other option available for return to work (in a modified or alternative position), and, if not, then OC San shall initiate the disability retirement process on behalf of the employee.

#### **4.13 Failure to Return to Work**

4.13.1 If an employee fails to return to work upon being released to return to work with or without restrictions by a health care provider, the employee shall be considered to have automatically resigned from his/her position, unless otherwise directed by the Director of Human Resources, or designee.

#### **4.14 Fitness-for-Duty Examinations**

4.14.1 OC San may require an employee to undergo a fitness-for-duty examination if:

4.14.1.1 Safety concerns exist regarding the employee's ability to perform his/her assigned duties; or

4.14.1.2 There are conflicting medical opinions regarding the employee's work status; or

4.14.1.3 The employee fails to provide OC San with sufficient information from a health care provider that clearly explains the employee's work status and/or work restrictions.

4.14.1.4 Any other business related reason where clarification is needed on the potential need for workplace accommodations for the employee.

4.14.2 Fitness-for-duty examinations required by OC San shall be conducted on OC San's time and at OC San's expense.

## **5.0 PROCEDURE**

- 5.1 It is the employee's responsibility to notify Human Resources (HR) following each medical visit of his or her return to work status by providing a medical certification or OC San Certification of Health Care Provider form.
- 5.2 Human Resources, in conjunction with the Department Head (or designee), will determine if an employee with work restrictions may perform certain Transitional Work assignments on a temporary basis as a job accommodation. No job accommodations shall be granted without the approval of Human Resources.
- 5.3 If the employee is approved for a Transitional Work assignment, Human Resources shall provide a Temporary Accommodation Form to the employee and supervisor. This form must be signed by both the employee and supervisor on the first day the employee returns to work.
- 5.4 Upon anticipated return to work, a written medical release form must be submitted to HR as soon as possible prior to the return to work date. Upon approval by HR, the employee may return to return to work as directed.

## **6.0 EXCEPTIONS**

- 6.1 Employees who have been provided with permanent work restrictions are not eligible for temporary transitional work assignments.

## **7.0 PROVISIONS AND CONDITIONS**


- 7.1 Transitional work assignments are not guaranteed and are granted on a case-by-case basis, based on available work and when working is supporting the employee to medically improve.
- 7.2 Transitional assignments shall not exceed ninety (90) days in duration, but may be extended at the discretion of Human Resources on a case-by-case basis.

## **8.0 RELATED DOCUMENTS**

- 8.1 Civil Rights Department (CRD)
- 8.2 Americans with Disabilities Act (ADA)
- 8.3 Policy 3.3, Leave of Absence with Pay
- 8.4 Policy 3.4, Leave of Absence without Pay
- 8.5 Leave of Absence Request Form
- 8.6 Return to Work Certification Form

8.7 Temporary Transitional Duty Agreement

8.8 Return to Work Agreement

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 4.1</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Employee Benefits</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for use in the administration of Orange County Sanitation District's (OC San's) employee benefits program.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all OC San employees and legal dependents who are covered under OC San's insurance carrier-provided Summary Plan Description (SPD). Domestic partners, in accordance with California Family Code, Sections 297 and 298, are considered legal dependents.

## 3.0 DEFINITIONS

- 3.1 Consolidated Omnibus Budget Reconciliation Act (COBRA) – A federal law that gives employees and dependents who lose their group health insurance the right to elect to continue health insurance coverage for eighteen (18) or thirty-six (36) months under certain circumstances, such as voluntary or involuntary separation from employment for reasons other than gross misconduct, reduction in hours worked, change in employment status, death, divorce, and other life events.
- 3.2 Domestic Partners – Two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring and who have met the criteria set forth in California Family Code, Sections 297 and 298.
- 3.3 IRS Irrevocability Rule – States that pursuant to Section 125 of the Internal Revenue Code, premiums paid by the employee for health, dental, and life insurance coverage are tax-exempt. The tax exemption applies only to premiums that are payroll deducted. For plans that provide the tax-exempt premium, the Internal Revenue Code prohibits changes in the employee's deduction during the plan year unless there is a qualifying change in status (qualifying event). The Irrevocability Rule applies to both increases and decreases in coverage, such as adding or dropping dependents from the health coverage or increasing or decreasing employee life insurance coverage. Non-compliance subjects the plan to loss of qualification and/or subjects employees to an IRS audit, additional taxes, and possible penalties.
- 3.4 Qualifying Event – A change in an employee's personal life that may impact eligibility or dependent's eligibility for benefits. As defined in the IRS Irrevocability Rule, employees experiencing a qualifying event can change certain benefits for a specified time period. Qualifying events include:

- 3.4.1 Legal marriage or registration approval as a domestic partner from the California Secretary of State;
  - 3.4.2 Divorce, legal separation, or annulment of marriage;
  - 3.4.3 Birth, adoption, or placement for adoption of child(ren);
  - 3.4.4 Death of spouse or dependent;
  - 3.4.5 Dependent becomes eligible for coverage;
  - 3.4.6 Dependent no longer meets eligibility criteria or becomes ineligible for other coverage;
  - 3.4.7 Court order results in the employee gaining or losing custody of a dependent;
  - 3.4.8 Court decree establishes an employee's financial responsibility for a child's medical, dental, or other health care;
  - 3.4.9 Change in employee's, spouse's or dependent's employment status that affects eligibility under their plan;
  - 3.4.10 Spouse's employer makes significant changes in coverage or premium costs (30% or greater change);
  - 3.4.11 Coordination of spouse's annual election period;
  - 3.4.12 Spouse is provided group insurance through employer for the first time;
  - 3.4.13 Reinstatement of coverage terminated due to non-payment of premium; or
  - 3.4.14 Retirement
- 3.5 Spouse – A partner in marriage as defined by state and/or federal law.
- 3.6 Summary Plan Description (SPD)/Plan Document – A booklet published by an insurance carrier that provides detailed information about the insurance plan.

#### **4.0 POLICY**

- 4.1 OC San will provide healthcare and welfare insurance benefits. Part-time employees receive insurance benefits as set forth in Policy 4.7, Pro-Rata Benefits for Part-Time Employees.
- 4.2 All insurance coverage for OC San employees shall become effective on the first day of the month following date of hire, regardless of hire date. Insurance coverage for an employee's legal dependent(s), as defined in each insurance SPD, will become effective once the employee's insurance coverage becomes effective or upon a qualifying event. An open enrollment period for insurance plans shall be held annually.
- 4.3 As set forth by COBRA, employees and/or their dependents (qualified beneficiaries) will be provided the opportunity for a temporary extension of health coverage (continuation coverage) in certain instances where coverage under the plan would otherwise end. The

type of qualifying event determines the qualified beneficiaries and period of time the coverage must be offered. COBRA continuation coverage will not be extended to employees terminated for gross misconduct.

- 4.4 If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a two percent (2%) administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.
- 4.5 For detailed information or questions regarding COBRA, employees may reference their initial notice. The initial notice is an explanation of COBRA rights that is sent to all employees and qualified beneficiaries upon enrollment in an OC San health insurance plan.

## 5.0 PROCEDURE

- 5.1 Medical – OC San offers a choice of medical plans through Anthem Blue Cross and Kaiser Permanente. Plan eligibility and premium contributions are based on bargaining unit or employee group affiliation as published annually in OC San’s Employee Benefits Brochure.
  - 5.1.1 Any change in insurance rates shall be shared equally in the same ratio as premiums are currently paid by OC San and employees.
  - 5.1.2 Before the renewal of any OC San’s sponsored health insurance plan, the parties agree to meet and confer as to changes in the plan, as applicable.
- 5.2 Life – OC San provides basic term life insurance coverage for all regular, full-time employees. OC San shall pay the full premium for basic term life insurance in accordance with the employee’s affiliated bargaining unit Memorandum of Understanding (MOU) or as otherwise agreed upon.
  - 5.2.1 Managers are eligible for additional term life insurance coverage. OC San shall pay the full premium for term life insurance as agreed upon.
- 5.3 Short Term Disability – OC San shall provide a non-work related, short-term disability insurance plan that pays up to the weekly maximum equal to the California State Disability Insurance (SDI) program for up to ninety (90) days (employees with Long-Term Disability) or twenty-six (26) weeks (employees without Long-Term Disability) following a fourteen (14) calendar day waiting period. Employees may request to receive prorated sick leave, personal leave, or vacation pay to supplement their short-term disability payments in an amount such that the sum of both is equal to the employee’s regular base pay.
- 5.4 Long-Term Disability – OC San offers, at the employee’s expense, a non-work related, long-term disability insurance plan that pays two-thirds of the employee’s rate of pay in effect at the time of such disability, not to exceed \$5,000 per month, following a 90-day waiting period of continuous disability. OC San provides this coverage at OC San’s expense after five (5) years of employment.
  - 5.4.1 For participants age 64 and younger, the maximum duration of long-term disability benefits is based on the employee’s normal retirement age under the

Social Security Act. For participants age 65 and older, the maximum duration of benefits is specified in the summary plan document accessible on the intranet.

- 5.4.2 Managers enrolled in the group long-term disability plan may be eligible for increased disability benefits through OC San's Executive Disability plan. Enrollment is subject to approval by the insurance carrier.
- 5.5 Dental – OC San will contribute 80% of premiums for dental insurance.
- 5.6 Vision – OC San shall provide and pay the full premium for a vision insurance plan for regular, full-time employees and their eligible dependents.
- 5.7 Deferred Compensation. Employees may participate in the OC San-approved deferred compensation plan, subject to IRS requirements, and in accordance with all guidelines for voluntary participation established by OC San management.
  - 5.7.1 Effective the first full pay period in July 2022, employees covered by OCERS Plans B and U and who participate in the deferred compensation plan, are eligible to receive monthly matching OC San contributions. The matching amount is based on applicable employee group or bargaining group affiliation.
- 5.8 Retiring Employees – OC San shall pay, for employees hired prior to July 1, 1988, two and one-half (2.5) months' premium for each full year of continuous service of a retiring employee towards the premium costs of coverage for the employee and eligible dependents under OC San's medical plan.
  - 5.8.1 Unless otherwise stipulated by an employee's affiliated bargaining unit Memorandum of Understanding (MOU), OC San will continue to implement the retiree medical health premium offset program wherein the costs of health premiums are offset by \$10 per month for every year of service up to a maximum of twenty-five (25) years or \$250 per month. In the event of a retired employee's death, the benefit will be provided to the surviving spouse or domestic partner.
  - 5.8.2 For employees hired prior to July 1, 1988, the retiree medical health premium offset program will begin after the Agency-paid medical benefit ends.
  - 5.8.3 Continuous service is calculated based on benefitted employment. Time as an intern or in non-benefitted status shall not count toward continuous service.
- 5.9 Deceased Employees – In the event of the death of an active employee, OC San shall pay the COBRA premium cost for a period of one (1) year from the date benefits would otherwise terminate for the surviving dependents covered under the deceased employee's medical, dental, and vision insurance plans.
- 5.10 Workers Compensation Insurance – OC San's Workers Compensation program is self-funded and administered by a third party administrator. Workers' Compensation insurance provides coverage for injuries arising out of employment with OC San and occurring in the course of employment.
- 5.11 Flexible Spending Reimbursement Accounts – Section 125 of the Internal Revenue Code permits employees to use pretax dollars to pay for their portion of the cost of benefits under the plan through salary redirection arrangements. The available options are summarized below. For complete information regarding Flexible Spending Accounts (FSA), employees must refer to the plan booklet available in the Human Resources

Department. Participation in this Program does not affect OC San's contribution to the Orange County Employees Retirement System. The amount deducted shall then be repaid to the employee through OC San's provided Reimbursement Program. Enrollment, termination, and/or changes to the medical or dependent care reimbursement accounts shall not be permitted outside of the annual open enrollment period unless the employee experiences a qualifying event. An FSA open enrollment period is held annually.

5.11.1 Healthcare Reimbursement Account – The purpose of this account is to provide a method through which an employee can accumulate pretax funds in a Healthcare Reimbursement Account for the purposes of reimbursing the employee for payment of health care costs not otherwise covered by the health insurance.

5.11.2 Dependent Care Assistance Account – The purpose of this account is to provide a method through which an employee can accumulate pretax funds in a Dependent Care Assistance Account for the purposes of reimbursing the employee for child care expenses or day care for a disabled dependent.

5.12 Health Reimbursement Arrangement: OC San will provide a Health Reimbursement Arrangement (HRA) for all employees in the SPMT Groups and Managers Group, per Internal Revenue Guidance Rev. Rul. 2002-41 and Rev. No. 2002-45.

## **6.0 EXCEPTIONS**

6.1 Contract workers and student interns are ineligible to join or participate in any benefit plans offered by OC San.

## **7.0 PROVISIONS AND CONDITIONS**

7.1 Employees have thirty-one (31) days from the date of a qualifying event to submit a change in any health insurance plan through OC San's benefits administration system. Employees must wait until the next open enrollment period to make a change outside of the 31-day period. Changes must be consistent with the qualifying event experienced.

7.2 No combination of disability and other pay shall result in more than an employee's regular rate of pay. Employees may not receive short-term and long-term disability benefits at the same time. An employee who is otherwise not eligible for OC San paid long-term disability may purchase such coverage at their own expense.

7.3 In the event OC San adds additional optional insurance plans, OC San's share of the premium shall be the same as for existing plans. In the event OC San changes underwriters for existing insurance plans, OC San's share of the premium shall be the same as for existing insurance plans.

## **8.0 RELATED DOCUMENTS**


8.1 Policy 3.4, Leave-of-Absence Without Pay

8.2 Policy 4.2, Retirement

8.3 Policy 4.6, Domestic Partnership



- 8.4 Policy 4.7, Pro Rata Benefits for Part-Time Employees
- 8.5 Policy 4.8, Employee Assistance Program
- 8.6 HRA Resolution

 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 4.2</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Retirement</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for retirement. This policy does not provide a complete description of all benefits available to OC San employees upon retirement, but rather provides top-level policy issues. Details about retirement options, benefits and other administrative information are available in the Summary Plan Description (SPD) book titled, "A Guide to Your Retirement Plan Benefits," by the Orange County Employees Retirement System (OCERS), which is available through the OCERS website ([www.ocers.org](http://www.ocers.org)) or OC San's intranet site and is considered a part of this policy.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all current OC San employees regardless of their organizational unit.

## 3.0 DEFINITIONS

- 3.1 Plan – Refers to a retirement benefits group. Plan membership is determined as follows:
- 3.1.1 An employee is considered a Plan H member if the date of membership into OCERS is on or after September 21, 1979 and before October 1, 2010 (SPMT – Managers, EMT & Confidential Exempt), July 1, 2011 (Local 501), or August 1, 2011 (OCEA – Confidential Non-Exempt).
  - 3.1.2 An employee is considered a Plan B member if the date of membership into OCERS is on or after October 1, 2010 (SPMT – Managers, EMT & Confidential Exempt), July 1, 2011 (Local 501), or August 1, 2011 (OCEA – Confidential Non-Exempt) and before January 1, 2013.
  - 3.1.3 An employee is considered a Plan U member if the date of membership into OCERS is on or after January 1, 2013.
- 3.2 Service Credit –The hours worked at OC San while a member of OCERS, converted to months for which an employee makes contributions and receives credit in the retirement system. One hour is equal to .00576923 months of service credit.
- 3.3 Summary Plan Description (SPD) – A booklet published by OCERS that provides detailed information about how the retirement plan works.

## **4.0 POLICY**

- 4.1 It is the policy of OC San to continue participation in OCERS in accordance with the provisions of the SPD, California Public Employees' Pension Reform Act of 2013 (PEPRA), and the County Employees Retirement Act of 1937.
- 4.2 OC San retirement plans are reciprocal and allow employees who transfer between different retirement systems to preserve and enhance their total retirement benefits in accordance with reciprocity criteria. Additional information about reciprocity is accessible on OC San's intranet site, OCERS' website and in the SPD.
- 4.3 An employee's service retirement date will be the day following the termination date.
- 4.4 OC San Contributions. Unless otherwise stipulated by an employee's affiliated bargaining unit MOU, OC San will pay 3.5% toward the employee's contribution to OCERS for H members and 0% toward the employee's contribution to OCERS for Plan B and U members.
  - 4.4.1 All monies paid into the retirement system as an employee's contribution are deducted from gross salary for taxation purposes in accordance with Internal Revenue Code provisions.
- 4.5 Early Retirement Incentive. When, in the determination of OC San, a change in the manner of performing service, savings of money or other economic benefit would result from employees being able to receive additional service credit and retire early, OC San's Board of Directors may adopt an ordinance implementing the provisions of Government Code Section 31641.04.
  - 4.5.1 Receipt of Additional Service Credit. Subject to certain specified conditions, this Section generally provides that an employee who is at least age fifty (50) with ten (10) years of service, and who is otherwise eligible to retire, may receive up to two (2) years additional service credit, if the employee retires within a period of time designated by the Board in accordance with this provision.

## **5.0 PROCEDURE**

- 5.1 The OC San participates in OCERS, wherein all regular full-time employees and eligible part-time employees are considered members from their date of hire. The retirement program is in effect pursuant to the contract between OCERS and OC San as of December 2, 1977, and will continue unless amendments to contracts or termination of membership is affected by OC San subsequent to meeting and conferring with employee bargaining units concerning such proposed amendments or termination.

## **6.0 EXCEPTIONS**

- 6.1 In extenuating circumstances, as authorized by the General Manager (or designee), an employee's termination date may be a non-work day.

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 Employees must contact OCERS within sixty (60) days of their expected retirement date to make an appointment to apply for retirement. Employees may not file for retirement

earlier than sixty (60) days before their expected retirement date. Retirement applications are considered void if filed more than sixty (60) days in advance.

- 7.2 Upon determining a retirement date, employees must notify Human Resources (HR) and their supervisor in writing at least two (2) weeks prior to their termination date. HR staff will arrange a meeting to review retiree benefits and address retirement questions.
- 7.3 Eligibility Criteria. Employees are eligible for retirement when they are no longer working in a position requiring them to be a member of OCERS and they meet any of the following criteria:

For Plans B and H:


- 7.3.1 Any part-time or full-time employee age fifty (50) or over with ten (10) or more years of service credit
- 7.3.2 Any employee at any age with thirty (30) or more years of service credit
- 7.3.3 A part-time employee age fifty-five (55) or older with five (5) years of service credit and at least ten (10) years of active employment with an employer covered by OCERS
- 7.3.4 Any employee at age seventy (70) or over, regardless of years of service credit

For Plan U:

- 7.3.5 Any member age fifty-two (52) or over with five (5) or more years of service
- 7.3.6 Any employee at age seventy (70) or over, regardless of years of service credit

## **8.0 RELATED DOCUMENTS**

- 8.1 "A Guide to Your Retirement Plan Benefits," Orange County Employees Retirement System Summary Plan Description for Orange County Sanitation District General
- 8.2 County Employees Retirement Law of 1937, Sections 31450 through 31899.10 of the California Government Code
- 8.3 California Public Employees' Pension Reform Act of 2013
- 8.4 Government Code Section 31641.04, Receipt of Additional Service Credit
- 8.5 Policy 4.1, Employee Benefits
- 8.6 Policy 3.3, Leave of Absence with Pay
- 8.7 Retirement Preparation document located on OC San's intranet site

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 4.3</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Tuition Reimbursement Program</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

**1.0 PURPOSE**

- 1.1 This program is designed to encourage self-development of Orange County Sanitation District (OC San) employees by providing qualifying employees with tuition reimbursement for specific educational courses at accredited colleges or universities provided that such courses are primarily for the purpose of:
  - 1.1.1 Increasing capabilities in the employee’s present position within OC San;
  - 1.1.2 Preparing for positions to which the employee could be reasonably expected to advance within OC San; and/or
  - 1.1.3 Updating professional and/or technical capabilities that are pertinent and beneficial to OC San.

**2.0 ORGANIZATIONAL UNITS AFFECTED**

- 2.1 This policy applies to all OC San qualifying employees.

**3.0 DEFINITIONS**

- 3.1 Qualifying Employees – All regular OC San employees who have successfully completed six-months of their initial probationary period.
- 3.2 Tuition Reimbursement – A program of eligible expense reimbursement for qualifying employees who successfully complete OC San approved courses, on their own time, at accredited colleges, universities or other institutions.

**4.0 POLICY**

- 4.1 OC San will reimburse employees who successfully complete educational courses that serve the mission and goals of OC San, at the sole determination of OC San, in compliance with this policy based upon the number of hours worked per week as follows:

HOURS OF WORK PER WEEK	PERCENT OF REIMBURSEMENT
0 – 19	NOT ELIGIBLE
20 – 29	50%
30 – 39	75%
40	100%

- 4.2 Employees may be reimbursed for the following:
  - 4.2.1 Specific, job-related courses as part of an Associate, Baccalaureate (Bachelor’s), Graduate Certificate (Post-Baccalaureate), or Master’s degree program.

4.2.1.1 Requests for reimbursement of courses above the Bachelor degree level require special approval by the requestor's Department Head. Such requests will be reviewed by the Department Head to determine the value to OC San of the proposed courses or degree program.

4.2.1.2 Employees may only be reimbursed for one (1) Associate, one (1) Baccalaureate, and one (1) Master's degree.

4.2.1.2.1 Multiple Associate, Baccalaureate and Master's degrees are not permitted for reimbursement.

4.2.2 Specific, job-related courses through accredited colleges or universities.

4.2.2.1 The employee's Division Manager is responsible for determining whether the course is "job-related."

4.3 When an employee successfully completes a course with a grade of "C" or better and within the guidelines of this policy, OC San will reimburse the employee for eligible expenses incurred, based on the number of hours worked per week, not to exceed \$5,250 per calendar year.

4.4 Examples of eligible and ineligible expenses are:

**Eligible Expenses**

- Tuition
- Registration fees
- Laboratory fees
- Parking fees
- Health fees
- Application fees
- Required textbooks and materials per the course syllabus
- Supplies **required** per the course syllabus not to exceed \$100.00 per course

**Ineligible Expenses**

- Travel
- Mileage
- Optional student fees
- Master's thesis fees
- Supplemental textbook costs
- Supplies and materials used for the course and retained by the employee after course completion (i.e., paper, pencils, notebooks, etc.)
- Graduation or diploma fees

**5.0 PROCEDURE**

5.1 To participate in the Tuition Reimbursement Program:

5.1.1 Employees must obtain preapproval for the course by submitting an electronic Tuition Reimbursement Application including a copy of the course description, the course cost, course start/end date, and number of units for each course **NO EARLIER THAN 30 days prior to the course start date and NO LATER THAN three (3) business days prior to the course start date.**

5.1.2 Tuition Reimbursement Applications submitted more than 30 days prior to the course start date will not be processed and should be resubmitted in accordance with the defined timeline.

5.1.3 Tuition Reimbursement Applications submitted **on or after** the course start date **will not be approved** and the employee will be notified.

5.2 Upon course completion, the employee must complete and submit the reimbursement application along with (1) an official record of the final grade, (2) itemized receipts for eligible expenses, and (3) a copy of the course syllabus (if requesting reimbursement for required textbooks, materials and/or supplies) for each course **within 60 calendar days**

following the course end date. Requests for Tuition Reimbursement submitted **more than 60 days after** the course end date **will not be approved**.

5.2.1 Upon approval of the application at all required levels, the employee will be notified, and Finance will proceed with processing the reimbursement.

5.2.2 Incomplete requests will be returned to the employee with explanation(s).

## 6.0 EXCEPTIONS

- 6.1 If an employee terminates employment or gives notice of termination prior to the completion of a course, no reimbursement will be made.
- 6.2 Reimbursement for courses that do not meet the requirements of this policy may be authorized when the employee's Department Head and Director of Human Resources (or designee) determine that there is substantial benefit to be derived by OC San.
- 6.3 OC San will reimburse for a maximum of one Associate degree, a maximum of one Baccalaureate (Bachelor's) degree, and a maximum of one Master's degree per employee.
- 6.4 OC San does not reimburse for doctorate degrees.


## 7.0 PROVISIONS AND CONDITIONS

- 7.1 This policy does not apply to student interns or temporary employees.
- 7.2 Reimbursement requests must be received by the Financial Management Division by the second-to-last pay period of the calendar year, unless otherwise announced, in order to be applied to an employee's reimbursement limit for that calendar year.
- 7.3 Reimbursement requests received by the Financial Management Division during or after the last pay period of the calendar year, unless otherwise announced, will be applied to the employee's reimbursement limit for the following year.
- 7.4 Employees who, for any reason, terminate employment with OC San and received reimbursement through the Tuition Reimbursement Program within 36 months of resignation, shall be subject to the following:
  - 7.4.1 Should an employee, for any reason, terminate employment with OC San 1-12 months after receiving reimbursement, he/she shall repay OC San 100% of the funds received through this program within the twelve-month period prior to the date of his/her termination.
  - 7.4.2 Should an employee, for any reason, terminate employment with OC San 13-24 months after receiving reimbursement, he/she shall repay OC San 66% of all funds received through this program within the twenty-four month period prior to the date of his/her termination.
  - 7.4.3 Should an employee, for any reason, terminate employment with OC San 25-36 months after receiving reimbursement, he/she shall repay OC San 33% of all funds received through this program within the thirty-six month period prior to the date of his/her termination.
- 7.5 Reimbursement will be at the discretion of OC San provided the employee meets the criteria specified in this policy.

## **8.0 RELATED DOCUMENTS**

- 8.1 Fair Labor Standards Act, as amended.
- 8.2 Sections 127 and 132-J8 of the Internal Revenue Code.
- 8.3 Tuition Reimbursement Pre-Approval Form
- 8.4 Tuition Reimbursement Form



 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 4.4</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Certification Reimbursement Program</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

**1.0 PURPOSE**

- 1.1 The purpose of this program is to encourage employees to broaden and further develop their job skills. To meet this goal, the Orange County Sanitation District (OC San) will provide qualifying employees with financial reimbursement for the fees associated with acquiring and maintaining OC San-approved technical and professional licenses and certifications that are job-related and either required or preferred by OC San for the purpose of:
  - 1.1.1 Increasing capabilities in the employee’s present position within OC San;
  - 1.1.2 Preparing for positions to which the employee could be reasonably expected to advance within OC San; and/or
  - 1.1.3 Updating professional and/or technical capabilities that are pertinent and beneficial to OC San

**2.0 ORGANIZATIONAL UNITS AFFECTED**

- 2.1 This policy applies to all qualifying OC San employees.

**3.0 DEFINITIONS**

- 3.1 Certification Reimbursement - A program of eligible expense reimbursement for qualifying employees who acquire and maintain OC San-approved technical and professional licenses and certifications on their own time.
- 3.2 Qualifying Employee - All OC San employees who have successfully completed six-months of their initial probationary period of employment.

**4.0 POLICY**

- 4.1 OC San will reimburse employees who successfully complete pre-approved required or preferred license and/or certification requirements that are in an effort to increase professional and/or technical capabilities as approved by the Department Head.
  - 4.1.1 All requests for initial license or certification reimbursement require pre-approval.
- 4.2 When an employee completes a pre-approved license or certification preparation course on

their own time and successfully obtains a license or certification within the guidelines of this policy, OC San will reimburse the employee for eligible expenses associated with the preparation course and the license or certification.

4.2.1 Examples of eligible and ineligible expenses for approved preparation courses are:

**Eligible Expenses**

- Course registration
- Required textbooks and materials per the official course information
- Parking fees

**Ineligible Expenses**

- Optional student fees
- Optional textbooks, supplies and materials
- Mileage
- Travel (other than parking)

4.2.2 OC San will provide reimbursement for one approved preparation course per employee for each license or certification.

4.2.3 An approved preparation course will be eligible for reimbursement only after the employee successfully obtains the license or certification.

4.2.4 Courses offered through colleges or universities that yield a letter grade may be reimbursed through the Tuition Reimbursement Program (and all associated requirements) rather than the Certification Reimbursement Program.

4.3 License or certification examinations and/or preparation courses are completed on an employee's own time. If a desired examination or course is scheduled during the employee's normal work schedule, then the employee should seek supervisor approval to take scheduled time off to attend in accordance with their respective Memorandum of Understanding. Additionally, management may consider flextime arrangements in accordance with OC San's Policies and Procedures and Memoranda of Understanding.

**4.4 REQUIREMENTS**

4.4.1 Budgeted professional and/or technical organization **Membership Fees** are eligible for direct payment through Policy 4.5, Professional and Technical Memberships and Fees.

**5.0 PROCEDURE**

**5.1 Pre-Approval Process**

5.1.1 ***Prior to applying*** for an **initial** License or Certification, the employee must submit a License or Certification Reimbursement Pre-Approval Application form with all required information included.

5.1.2 The employee's Division Manager will review the application for approval. If a preparation course is requested, the below requirements apply.

5.1.2.1 Employees and Division Managers should make every effort to select the preparation course based on cost and outcome to ensure fiscal responsibility in the use of OC San funds.

- 5.1.2.2 In order for a preparation course to be eligible for reimbursement, it must be included on the License or Certification Reimbursement Pre-Approval form and must be submitted no earlier than 90 days prior to the course start date and no later than three (3) business days prior to the course start date. Forms that are submitted on or after the course start date may not be approved.
- 5.1.2.3 A specific class should be identified prior to submitting the pre-approval form. A copy of the course description which includes the course cost, course start/end dates and provider information is required.
- 5.1.3 Upon approval of the application at all required levels, the employee will be notified.
- 5.1.4 Upon non-approval of the application, the employee will be notified with an explanation of the reason(s) for non-approval.

## **5.2 Reimbursement Process**

- 5.2.1 Within 60 calendar days of obtaining the license or certification, the employee must complete and submit a Request for Certification Reimbursement form with the following documents attached:
  - 5.2.1.1 Official transcript or photocopy of final score (for initial certification or license).
  - 5.2.1.2 Proof of license or certification (i.e., photocopy of certificate, card, or license).
  - 5.2.1.3 Printout of license or certification fees paid from the issuing body.
  - 5.2.1.4 Proof of course registration for preparation course, if applicable.
  - 5.2.1.5 Proof of payment for each reimbursable item, such as: copy of both sides of cancelled checks or copy of monthly credit card statement (redact non-applicable transactions).
- 5.2.2 The employee's Division Manager will review the form for approval.
  - 5.2.2.1 Upon approval, the electronic form will be routed to the Financial Management Division for processing.
  - 5.2.2.2 Upon non-approval, the employee will be notified with an explanation of the reason(s) for non-approval.

## **6.0 EXCEPTIONS**

- 6.1 For initial License or Certification through the State Water Resources Control Board, reimbursement for test cost will be made only once after the test is taken. Proof of certification will be required once the qualifying experience requirements are met.

- 6.1.1 If an employee fails to obtain certification within the allotted window, they shall be responsible for repaying the total amount reimbursed for the test cost.
- 6.1.2 OC San will not reimburse for any subsequent test requests due to a lapse in certification.
- 6.1.3 Certification reimbursements will not be made for test cost if the employee did not receive a passing score.
- 6.2 If an employee terminates employment or gives notice of termination prior to the completion of a course, no reimbursement will be made.
- 6.3 Reimbursement for certifications or licenses that do not meet the requirements of this policy may be authorized when the employee's Department Head and Director of Human Resources (or designee) determine that there is substantial benefit to be derived by OC San.
- 6.4 License or certification preparation courses are intended to be completed on the employee's own time. However, with the approval of Human Resources to ensure equitable application, OC San may choose to provide onsite or offsite preparation courses occurring partially or fully during an employee's work hours when at least one of the following conditions applies:
  - 6.4.1 OC San is required to maintain a specific number, distribution, or level of certain licenses and certifications.
  - 6.4.2 A Department Head determines that a particular license or certification is business critical.
- 6.5 OC San Interns are not eligible to participate in this program.

## **7.0 PROVISIONS AND CONDITIONS**


- 7.1 Reimbursement will be at the discretion of OC San even if the employee meets the criteria specified in this policy.
- 7.2 Requests for license or certification reimbursement that have not been pre-approved may be submitted for review, and if approved, will be paid after approval within the next available pay period. Retroactivity will not apply.
- 7.3 Employees who, for any reason, terminate employment with OC San and received reimbursement through the Certification Reimbursement Program for initial license or certification within 36 months of resignation, shall be subject to the following:
  - 7.3.1 Should an employee, for any reason, terminate employment with OC San 1-12 months after receiving reimbursement, he/she shall repay OC San 100% of the funds received through this program within the twelve-month period prior to the date of his/her termination.
  - 7.3.2 Should an employee, for any reason, terminate employment with OC San 13-24 months after receiving reimbursement, he/she shall repay OC San 66% of the funds received through this program within the twelve-month period prior to the date of

his/her termination.

- 7.3.3 Should an employee, for any reason, terminate employment with OC San 25-36 months after receiving reimbursement, he/she shall repay OC San 33% of the funds received through this program within the twelve-month period prior to the date of his/her termination.

## **8.0 RELATED DOCUMENTS**

- 8.1 License, Registration and Certification Pre-Approval Form
- 8.2 License, Registration and Certification Reimbursement Form
- 8.3 Policy 4.3, Tuition Reimbursement
- 8.4 Policy 4.5, Professional and Technical Memberships and Fees Policy

 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 4.5</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Professional and Technical Memberships and Fees</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

## 1.0 PURPOSE

- 1.1 This policy provides the guidelines for budgeting, approving and paying of employee memberships in professional and/or technical organizations. This program encourages employees to update and maintain professional and/or technical capabilities that are pertinent and beneficial to the Orange County Sanitation District (OC San). OC San will pay the professional and/or technical organization membership fees associated with acquiring and maintaining OC San approved memberships.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all OC San qualifying employees.

## 3.0 DEFINITIONS

- 3.1 Qualifying Employees – Regular, full-time employees who have completed their initial probationary period.
- 3.2 Regular Full-time Employees – Employees who regularly work an 80-hour, biweekly, full benefit pay period.

## 4.0 POLICY

- 4.1 OC San shall pay for membership fees associated with acquiring and maintaining OC San-approved professional and/or technical associations that are deemed pertinent and beneficial to OC San and employees.
- 4.2 All paid membership fees must be budgeted.
- 4.3 OC San reserves the right to limit and/or deny requests based on business need. Departments may establish more restrictive procedures than those set forth in this policy.
- 4.4 OC San-approved city, county, state and federal technical and professional licenses, certifications and registrations are *not* eligible for payment through the Professional and Technical Memberships and Fees Policy. These reimbursements are processed through the Certification Reimbursement Program.

## 5.0 PROCEDURE

- 5.1 Budgeting Membership Fees
- 5.1.1 Each division shall determine if the requested membership is pertinent and beneficial to OC San and the employee.

5.1.2 Membership fees shall be approved and budgeted by each department and/or division prior to payment.

5.2 Processing Membership Fees for Payment

5.2.1 A photocopy/ scanned copy of the membership invoice and an authorized payment request voucher are required for the Finance Department to process the payment request.

5.3 Upon *non*-approval, a copy of the payment request voucher will be forwarded back to the employee with a status indicating the reason(s) for *non*-approval.

**6.0 EXCEPTIONS**


6.1 This policy does not apply to student interns, part-time employees, or temporary employees.

**7.0 PROVISIONS AND CONDITIONS**

7.1 Payment will be at the discretion of OC San provided the employee meets the criteria specified in this policy.

**8.0 RELATED DOCUMENTS**

8.1 Policy 4.4, Certification Reimbursement Program

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 4.6</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Domestic Partnership</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to recognize the status of domestic partners and to establish uniform guidelines and procedures for providing eligibility for programs (e.g., benefits) and ensuring equal access to those programs.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all Orange County Sanitation District (OC San) employees.

## 3.0 DEFINITIONS

- 3.1 Domestic Partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring and who have met the criteria set forth in California Family Code, Sections 297 and 298.

## 4.0 POLICY

- 4.1 It is the policy of OC San to recognize employees who meet the definition of domestic partners provided for within this policy and who have registered with the California Secretary of State.
- 4.2 No one shall discriminate against or harass any person or couple on the grounds of domestic partner status, gender, sexual orientation, or any other protected class as outlined in OC San's non-discrimination and harassment policies.
- 4.3 The use of any available sick or personal leave entitlement to attend to an illness of a domestic partner is permitted as outlined in OC San's Leave-of-Absence with Pay policy.
- 4.4 Employees who are registered domestic partners on or after January 1, 2005 shall be extended the same rights, responsibilities, and duties as married couples and shall be afforded the same protections and benefits.

## 5.0 PROCEDURE

- 5.1 Registered domestic partners must file with the Human Resources Department, a copy of all applicable documentation that establishes approved domestic partnership status, in order to receive all available benefits outlined in OC San policies, procedures, and applicable Memorandums of Understanding (MOU).




## **6.0 EXCEPTIONS**

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 To be eligible to receive the same allocation of benefits extended to married couples, employees must register with the California Secretary of State and file approved documentation with OC San's Human Resources Department.

## **8.0 RELATED DOCUMENTS**

- 8.1 California Family Code, Sections 297 and 298
- 8.2 California Domestic Partner and Responsibilities Act of 2003
- 8.3 Declaration of Domestic Partnership Registration Form
- 8.4 Policy 1.1, Harassment & Discrimination
- 8.5 Policy 3.3, Leave-of-Absence with Pay
- 8.6 Policy 3.4, Leave-of-Absence without Pay
- 8.7 Policy 4.1, Employee Benefits
- 8.8 Policy 4.9, Catastrophic Leave Bank Donation Program
- 8.9 Policy 5.1, Rules of Conduct
- 8.10 Policy 5.2, Discipline

 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 4.7</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Pro Rata Benefits for Part-Time Employees</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

**1.0 PURPOSE**

- 1.1. The purpose of this policy is to establish uniform guidelines for use in the administration of the benefits program provided for regular employees working in a part-time status.

**2.0 ORGANIZATIONAL UNITS AFFECTED**

- 2.1. All regular Orange County Sanitation District (OC San) employees authorized to work in a part-time status.

**3.0 DEFINITIONS**

- 3.1 Part-time employees – Employees who are authorized to regularly work less than 80 hours in a bi-weekly pay period.
- 3.2 Pro rata insurance benefits – Part-time employees are responsible for payment of pro-rated medical, dental, and vision insurance benefit premiums.
- 3.3 Part-time employees shall receive the same level of life, short-term and long-term disability benefits as full-time employees.
- 3.4 Part-time employees who work 30 or more hours per week shall receive the same level of medical and dental insurance benefits as full-time employees. Vision insurance benefits shall be pro-rated accordingly.

**4.0 POLICY**

- 4.1 Notwithstanding any other provision herein, the General Manager is authorized to confer the benefits set forth under OC San’s policies and procedures regarding leaves of absence with or without pay (excluding jury duty), vacation leave, sick leave, personal leave, bereavement leave, holidays, tuition reimbursement, and insurance benefits. These benefits shall apply to regular part-time employees on a prorated basis, as follows:

<b>HOURS OF WORK PER WEEK</b>	<b>PERCENT BENEFIT/SUBSIDY</b>
0 – 19	None
20 – 29	50 percent
30 – 39	75 percent

- 4.2 On occasion, employees may request or be asked to transition from part-time to full-time status or vice-versa. It is the right of OC San, at its sole discretion, to schedule working hours and assign work that may be necessary to operate OC San in the most efficient and economical manner and in the best interest of the public it serves. Due consideration will be given to an employee's input and concerns prior to implementation of a schedule change. Multiple transitions to full-time or part-time, requested by the affected employee, shall be deemed as an abuse of this privilege and factored into future considerations for approval. A thirty (30) day written notice for work schedule changes must be given to an affected employee prior to the change.

## **5.0 PROCEDURE**


- 5.1 With respect to insurance, employees pay premiums through semi-monthly payroll deduction, according to the chart in section 4.1.

## **6.0 EXCEPTIONS**

## **7.0 PROVISIONS AND CONDITIONS**

## **8.0 RELATED DOCUMENTS**

- 8.1 Policy 3.1.1, Hours of Work – Non-Exempt Employees
- 8.2 Policy 3.1.2, Hours of Work – Exempt Employees
- 8.3 Policy 3.3, Leave-of-Absence with Pay
- 8.4 Policy 3.4, Leave-of-Absence without Pay
- 8.5 Policy 4.1, Employee Benefits
- 8.6 Policy 4.3, Tuition Reimbursement
- 8.7 Orange County Sanitation District Part-Time Employment Request Form

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 4.8</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Employee Assistance Program</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for the Employee Assistance Program (EAP). The objective of the EAP is to offer confidential professional assistance and support to employees and their families to help them solve personal issues that affect their personal lives or job performance. Typical examples of such issues may include: alcohol abuse, drug abuse, relationship or marital difficulties, nervous or emotional disorders, stress, anxiety, depression, legal problems, work-related problems, the loss of loved ones, dietary problems, coping with separation or divorce, and financial difficulties.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all Orange County Sanitation District (OC San) employees regardless of their organizational unit.

## 3.0 DEFINITIONS

## 4.0 POLICY

- 4.1 It is OC San's policy to administer an EAP in accordance with the procedures of this policy.


## 5.0 PROCEDURE

- 5.1 OC San provides professional consultation and referral services to employees experiencing emotional or medical problems that may affect their personal lives or impair satisfactory job performance. These services are available through the EAP, a confidential program provided by a professional counseling and referral service and administered by the Human Resources Department. The program is available to all employees.
- 5.2 Employees who are referred to the EAP as a result of unsatisfactory job performance may be requested to secure appropriate medical, counseling, or rehabilitation services deemed necessary to resolve the problem. However, if an employee who is referred to the EAP refuses such assistance, and job or attendance problems continue, corrective procedures may apply, including termination. Employees may be granted general leaves of absence for treatment or rehabilitation. If such leave is not necessary, satisfactory job performance will be expected to continue while participating in a treatment program.
- 5.3 Employees are not required to notify OC San if they choose to participate in the EAP. All participation is voluntary.

**6.0 EXCEPTIONS**

**7.0 PROVISIONS AND CONDITIONS**

**8.0 RELATED DOCUMENTS**

 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 4.9</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Catastrophic Leave Bank Donation Program</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

**1.0 PURPOSE**

1.1 The purpose of this policy is to establish uniform guidelines and procedures regarding the Orange County Sanitation District (OC San) Catastrophic Leave Bank Donation Program.

**2.0 ORGANIZATIONAL UNITS AFFECTED**

2.1 All OC San employees who have completed their initial probationary period.

**3.0 DEFINITIONS**

3.1 Catastrophic Illness or Injury:

3.1.1 A debilitating non-industrial illness or injury that is expected to incapacitate the employee, meaning the employee is unable to work and/or perform other regular daily activities for a period of time that exceeds thirty (30) consecutive calendar days.

3.1.2 A debilitating non-industrial illness or injury that incapacitates an immediate family member and results in the employee being required to take time away from work for a period of time that exceeds thirty (30) consecutive calendar days to care for the family member.

3.1.3 Conditions that are short-term in nature, such as a cold, flu, a minor injury or surgery, are generally not deemed catastrophic; however, surgery recovery time that meets eligibility criteria may qualify.

3.2 Donor for the purposes of this policy refers to an employee who voluntarily contributes leave hours to OC San’s Catastrophic Leave Bank Donation Program.

3.3 Immediate Family Member: an employee’s child, stepchild, parent, spouse, domestic partner or child of a domestic partner.

3.4 Recipient for purposes of this policy refers to an employee who voluntarily accepts leave hour contributions through OC San’s Catastrophic Leave Bank Donation Program.

3.5 Terminally Ill Employee: an employee whose life expectancy is twelve (12) months or less, as diagnosed by the employee’s treating physician.

## **4.0 POLICY**

- 4.1 Employees may request leave donations from OC San's Catastrophic Leave Bank Donation Program when faced with a catastrophic medical condition involving themselves or a member of their immediate family.
- 4.2 Employees may donate accrued and unused sick leave, personal leave, vacation leave and compensatory time to OC San's Catastrophic Leave Bank Donation Program. Administrative leave and floating holidays may not be donated.
- 4.3 Donations must be made in whole hour increments and are irrevocable.
- 4.4 Donating employees must maintain a combined total minimum balance of eighty (80) hours for personal leave, vacation leave, and/or compensatory time off leave hours. Employees can only donate leave hours that exceed the minimum eighty (80) hour total combined balance.
- 4.5 Donating employees must maintain a minimum sick leave balance of one hundred (100) hours. Employees can only donate sick leave hours that exceed the minimum one hundred (100) hour sick leave balance.
  - 4.5.1 Sick leave donations will be applied at a thirty-five percent (35%) value rate.

## **5.0 PROCEDURE**

- 5.1 Requests for donated leave time are to be submitted to Human Resources for approval using the "Recipient Participation Form" located on the OC San intranet site.
- 5.2 To receive donations, employees must provide medical documentation of their own catastrophic health condition or the catastrophic health condition involving their immediate family member. OC San may specify the medical documentation required to receive donations.
  - 5.2.1 If applicable, employees must also provide permission for the release of certain medical information as indicated on the "Recipient Participation Form."
- 5.3 To donate leave hours, employees must complete a "Donor Participation Form" and submit the form to Human Resources for approval. This form is located on the OC San intranet site.
- 5.4 Employees will also be provided the option to donate leave hours during annual leave payout periods.
- 5.5 Approved donor and recipient requests shall be administered by the Financial Management Division.
  - 5.5.1 Except for sick leave, donated leave hours will be valued at the donor's hourly rate of pay that is in effect at the time the completed Donor Participation Form is received by the Financial Management Division. The leave value amount will be allocated to the Catastrophic Leave Bank and the donor's leave accrual balance will be decreased with the next applicable pay period.

5.5.2 Donations will be applied to qualified recipients beginning with the next applicable pay period after the Financial Management Division receives an approved Recipient Participation Form provided there are donations available in the Catastrophic Leave Bank.

5.5.3 To apply leave donations, the Financial Management Division will determine the number of hours necessary for the recipient for the pay period. An amount equal to that number of hours at the recipient's current rate of pay will be deducted from the Catastrophic Leave Bank and the hours applied to the recipient's leave accrual balance. That balance will be available for immediate use.

## **6.0 EXCEPTIONS**

6.1 In the event that an employee is unable to complete the "Recipient Participation Form," the employee's court appointed legal representative, guardian, or conservator may do so on the employee's behalf.

## **7.0 PROVISIONS AND CONDITIONS**

7.1 Employees are expected to maintain confidentiality regarding participation in the Catastrophic Leave Bank Donation Program to protect the privacy of the employee and/or the employee's family. Employees shall not disclose recipient or donor information, or catastrophic illness/injury information, except as authorized on the Recipient Participation Form.

7.2 To be eligible to receive donations of leave time, employees must have exhausted all of their unused and accrued vacation leave, sick leave, personal leave, administrative leave, compensatory time off, and floating holiday hours.

7.3 The maximum allocation of donated leave that an employee may receive is four hundred and eighty (480) hours per individual per twelve (12) month period except in the event that the employee is diagnosed by his/her treating physician as terminally ill. If an employee is diagnosed as terminally ill, there is no limit to the amount of donated leave that the employee may receive.

7.4 The leave type (sick, vacation, personal or compensatory) that is donated will be converted to either sick leave or personal leave depending on the paid time off system of the recipient's affiliated bargaining unit or employee group.

7.5 In the event that there are donations totaling \$2,000 or less remaining in the Catastrophic Leave Donation Bank or it is anticipated that the Catastrophic Leave Donation Bank will be insufficient to support pending recipient requests, OC San will notify employees to solicit additional donations. OC San will continue to allocate remaining donation amounts until depleted.


7.5.1 For multiple recipient requests, available donations remaining in the Catastrophic Leave Donation Bank shall be allocated so that each recipient receives an equivalent percentage of leave donation hours.

7.6 Participation in this program shall be subject to applicable state and federal taxation requirements.



## **8.0 RELATED DOCUMENTS**

- 8.1 Recipient Participation Form
- 8.2 Donor Participation Form
- 8.3 Policy 3.3, Leave of Absence with Pay

 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 4.10</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Employee Development</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

**1.0 PURPOSE**

1.1 The Orange County Sanitation District (OC San) seeks to provide all employees with access to appropriate training and development opportunities to increase job knowledge, skills, and abilities. This policy provides standards and guidelines for OC San employees requesting, needing or attending training and development activities through OC San.

**2.0 ORGANIZATIONAL UNITS AFFECTED**

2.1 This policy applies to all Orange County Sanitation District (OC San) employees.

**3.0 DEFINITIONS**

3.1 Computer-Based Training – training delivered through the use of a computer, including self-paced coursework and/or webinars designed to develop an employee’s job-related knowledge and skills.

3.2 Conference – an event that focuses on updating a participant’s knowledge or current trends, practices or technologies. Frequently the format allows the participant a variety of choices in the form of breakout sessions or discussion groups

3.3 Development – any formal or informal effort to increase an employee’s job knowledge, skills, and abilities. Efforts may include a variety of approaches such as training, conference attendance, coaching and mentoring, job shadowing, and job rotation.

3.4 Meeting – an event that is action-oriented and has the primary purpose to accomplish work-related outcomes. Meetings focus on such objectives as project and implementation planning, updates, issue resolution, resource allocation, department updates, information exchanges, and problem-solving and decision- making discussions. Learning is not the main focus of meetings, and thus meetings are not considered a training and development activity.

3.5 Training – an event where an employee focuses on learning, maintaining and/or enhancing job-related knowledge, skills, and abilities (KSAs) in order to better perform job duties at OC San.

**4.0 POLICY**

4.1 OC San provides employees with training and development opportunities in accordance with this policy.

## 5.0 PROCEDURE

### 5.1 GENERAL TRAINING INFORMATION

5.1.1 **Risk Management Compliance Training** – OC San ensures that all employees complete appropriate risk management compliance training on topics such as occupational safety and health, hazardous waste, workers' compensation, and Department of Transportation (DOT) compliance requirements. These types of training are administered by the Risk Management Division.

5.1.1.1 Divisions seeking to arrange risk management or safety-related training should work with the Risk Management Division to do so.

5.1.2 **Onsite Training and Development** – OC San provides onsite training and development opportunities when there is an organizational need and it makes financial sense. In cases where groups of employees will participate, it is generally more cost-effective to offer these opportunities onsite at OC San. This allows more employees to attend and reduces the cost per person. Onsite training requests are approved through the budget process for each division.

5.1.3 **Offsite Training and Development** – Offsite training and development activities may be attended in the instance that the topic is not offered at OC San and/or it is determined to be more cost-effective to send the employee(s) offsite. The decision to send employees offsite should be justified by evaluating the cost and availability in the local area. Offsite training requests are approved through the budget process for each division. Employees who attend offsite training and development activities may be eligible for reimbursement of travel expenses in accordance with Policy 5.6 Travel.

5.1.4 **Voluntary Training and Development** – Voluntary training and development opportunities are offered to develop and improve employees' knowledge, skills, and abilities. Voluntary training and development activities are identified based on organizational and/or individual needs. Requests for voluntary training and development must be approved by the employee's supervisor (or designee) prior to enrollment. In deciding whether an employee should participate, the supervisor (or designee) should consider business relevance, the employee's developmental needs, and the division's ability to cover the employee's absence. Additionally, requests should be reconciled against employees' past training history to ensure that OC San funds are being utilized and managed appropriately.

5.1.5 **Off Shift Training and Development Attendance** – Employees are expected to attend training and development activities during their normal work schedule whenever possible. Any exceptions, such as overtime or attendance on scheduled holidays or days off, must be approved by division management in accordance with department policy prior to enrollment.

### 5.2 SPECIAL TRAINING AND DEVELOPMENT CONSIDERATIONS

5.2.1 **Training of Night Shift Employees** – Training sessions dedicated to Night Shift employees generally will be scheduled between the hours of 6:15PM– 8:15PM. If the vendor for a business-critical or mandatory course is unable to train between the hours stated, the requesting division may make arrangements to have the course videotaped. Such training videos and materials will be made available to the Night Shift supervisors (or designees) to use during the scheduled shift.

- 5.2.2 **Training of Interns** – Vocational and student interns may participate in onsite and computer-based training that is required for their position, such as safety and compliance courses. Also, interns may participate in training of proprietary information that is unique to OC San and which is required for their internship.
- 5.2.3 **Training of Non-OC San Employees** – Non-OC San employees are workers who are not on OC San’s payroll. Examples of non-OC San employees include temporary workers and contractors.
  - 5.2.3.1 Only OC San employees may participate in training funded by OC San. The employer contracting with OC San is responsible for ensuring non-OC San employees receive all necessary training. However, non-OC San employees may participate in training of proprietary information that is unique to OC San and which is required for their job assignment.
  - 5.2.3.2 Human Resources and Risk Management do not maintain training records for non-OC San employees.

### 5.3 **TRAINING AND DEVELOPMENT FUNDING**

- 5.3.1 The training and development budget is determined annually through the budget process. Risk Management administers OC San’s budget for risk management and safety-related training topics, and Human Resources coordinates key organization-wide training programs. All other training and conferences are budgeted and administered by divisions.
- 5.3.2 During the budget process, divisions submit a comprehensive list of training, development, and conference needs for the next budget cycle using a Budget Training Request Form. This information is evaluated by Financial Management and used in fiscal planning and the allocation of funds to each division. Management is responsible to accurately plan training and development needs during the budget process to ensure appropriate funding for requested items.
  - 5.3.2.1 Department Heads will review the sum of divisional conference attendance requests to identify overlap and ensure that budget requests are not excessive.

### 5.4 **TRAINING AND DEVELOPMENT REQUESTS**

- 5.4.1 **Source of Requests** – Training and development requests are collected and compiled by each division in preparation for the budget process.
- 5.4.2 **Prioritization of Training Requests** – Training requests should be prioritized based on such factors as organizational need, strategic goals, and budget allocation. Divisions also should review employees’ past training history when evaluating training requests.
- 5.4.3 **Performance-Related Training and Development Requests** – Supervisors (or designees) should discuss specific performance-related needs with Human Resources to identify potential training and development options.
- 5.4.4 **Training Needs Assessments** – When needed, departments and/or divisions may conduct Training Needs Assessments to identify training and development needs across the department/division. Training Needs Assessments should include an

analysis of training requests, training needs, goals and objectives, training plans (current and future) and funding. This process also may include surveying and questionnaires to better assess and prioritize training needs.

## 5.5 **CONFERENCE ATTENDANCE REQUESTS**

- 5.5.1 OC San provides employees with opportunities to attend a variety of conferences to continue to build industry knowledge and maintain an awareness of the most current information and trends applicable to their function at OC San.
- 5.5.2 In order to maximize the scope of information obtained through conference attendance and ensure the most efficient use of available funds, OC San seeks to distribute attendance across multiple events and reduce overlap by limiting the number of attendees for any specific event. This approach allows OC San to be strategic in its use of training funds, provides access for employees to attend a wide variety of learning events, and increases the diversity of information brought back to OC San by conference attendees.
- 5.5.3 Approval of Conference Attendance Requests: Manager and Department Head approval is required for all conference attendance requests. In evaluating requests, management should consider factors such as cost, location of the event, expected return on investment, organizational staffing needs, employee conference attendance history, and number of requesters.
  - 5.5.3.1 If the goal is to obtain continuing education credits (CEUs) for an employee to maintain a license or certification, often there are local options that divisions could consider to maximize the use of OC San funds.
  - 5.5.3.2 If the conference is of interest to multiple employees or groups, management should consider additional factors described below.
- 5.5.4 Conference of Interest to Multiple Employees or Groups: The Department Head (or designee) will decide which interested employee(s) will attend each specific conference. For conferences of interest to multiple departments, Department Heads (or designees) of each affected Department should collaborate to identify the most appropriate individual(s) to attend.
  - 5.5.4.1 Decisions should be based on considerations such as the relevance of the subject matter to the employee's job function, the employee's past attendance history, the equitable distribution of opportunities across appropriate groups and levels, and any applicable development needs or goals.
  - 5.5.4.2 When appropriate, priority may be given to employees who have been approved to participate in an active conference role on behalf of OC San, such as speaker, poster presenter, panel member or session moderator. Employees must have Department Head approval in writing before agreeing to appear in these types of roles on behalf of OC San.

## 5.6 **VENDOR PAYMENT FOR OFF-SITE TRAINING, CONFERENCES, AND WEBINARS**

- 5.6.1 Once a request for an offsite training event, conference or webinar has been approved, the requesting division coordinates payment and registration with the vendor. Registration fees for offsite training, conferences and webinars are

typically paid through a Payment Request Voucher (PRV). The completed electronic PRV form must be approved at all required levels in order to ensure payment. Enrollment should be made as early as possible, at least six (6) weeks prior to the event, in order to allow time for the PRV to be paid.

- 5.6.2 All training-related expenditures should be reconciled against the appropriate line item.

## 5.7 **PROCUREMENT OF ON-SITE TRAINING**

- 5.7.1 After onsite training has been approved, the responsible division submits all required documentation to initiate procurement of the training in accordance with the Purchasing Threshold Guidelines.

- 5.7.2 **Bidding Training** – When a project requires a Request for Proposal according to the Purchasing Threshold Guidelines, the following responsibilities apply:

- 5.7.2.1 The requesting division provides objectives and discussion items for the training by preparing a Scope of Work. A potential vendor list (minimum 3) must be provided. A requisition including both documents must be submitted in order to initiate the procurement process.

- 5.7.2.2 Purchasing staff manages the vendor selection process with an evaluation committee including representatives from the requesting division.

- 5.7.3 **Sole Source Training** – In cases where the criteria for a Sole Source are met, a sole source justification is required from the requesting division and the following responsibilities apply:

- 5.7.3.1 In initiating a sole source request, the requesting division is responsible to fully justify their proposal in a sole source justification memorandum and obtain all required approvals.

- 5.7.3.2 Following approval of the sole source request, the requesting division provides the objectives and discussion items for training by preparing a Scope of Work. A requisition including the sole source justification memorandum and Scope of Work must be submitted in order to initiate the procurement process.

- 5.7.3.3 Purchasing staff manages the procurement process.

## 5.8 **TRAINING SCHEDULING**

- 5.8.1 Risk Management is responsible for the planning and scheduling of all internally advertised risk management and safety-related training. Divisions seeking to arrange onsite risk management or safety-related training should work with Risk Management to schedule and announce the training.

- 5.8.2 Human Resources is responsible for the planning and scheduling of key organization-wide training programs, such as Human Resources-related compliance training and other organization-wide initiatives.

- 5.8.3 Individual divisions are responsible for the planning and scheduling of all other budgeted training.

- 5.8.4 Classes are scheduled based on OC San's need and the number of employees identified to attend.
- 5.8.5 The division responsible for each training course enters the scheduled classes into the learning management system and distributes announcements to the target audience. Announcements should be sent approximately four to six weeks in advance to allow for enrollment and divisional planning.

## 5.9 **TRAINING RECORDS**

### 5.9.1 **Training Documentation**

- 5.9.1.1 Learning Management System – OC San uses a training database to schedule, track, and maintain all training information relevant to OC San employees.
- 5.9.1.2 Rosters – All onsite training attendance must be documented with a training roster (sign in sheet). The division responsible for the training provides rosters for all onsite classes. In cases where a roster is not available, an appropriate generic Training Roster form from the SanBox should be used. Following the class, the division is responsible for closing out the roster in the learning management system and retaining a copy of the signed roster.

### 5.9.2 **Access to Training Transcripts**

- 5.9.2.1 Unofficial Transcript: Employees may view and/or print a copy of their training transcript within the learning management system.
- 5.9.2.2 Official Transcript: If an official transcript is needed, employees should email a request to their supervisor or division manager (or designee) including the date range needed (from/to). The supervisor or manager (or designee) will request that the transcript be sent to the employee. The official transcript will be sent to the requester through e-mail.

## 5.10 **RESPONSIBILITIES FOR TRAINING AND DEVELOPMENT**

### 5.10.1 **Employee Responsibilities**

- 5.10.1.1 Enrollment: Employees interested in attending any voluntary training and development activities must request supervisor (or designee) approval to attend. Enrollment of employees in mandatory training is the responsibility of the immediate supervisor (or designee).
- 5.10.1.2 Attendance: Enrollment in training indicates a commitment to attend and is considered work direction by one's supervisor (or designee). It is the individual's responsibility to plan ahead and attend all assigned training, arrive on time, and complete the entire course. Employees must sign the training roster for each class attended so that training attendance is accurately recorded. If an employee is unable to attend an assigned training class as scheduled, they are required to notify the supervisor (or designee) in advance to allow for withdrawal from enrollment and rescheduling. Employees are responsible for completing all other assigned courses, such as web-based training,

prior to the established deadlines.

- 5.10.1.3 Failure to follow these Attendance requirements subjects the employee to disciplinary action.
- 5.10.1.4 Conference Session Attendance: In certain cases, employees approved to attend a conference may be instructed to attend one or more specific conference sessions to ensure that OC San obtains certain knowledge.
- 5.10.1.5 Post-Training or Post-Conference Presentation: Following attendance of a training or conference, employees may be requested by management to share materials or provide a presentation of key information to appropriate colleagues.

#### 5.10.2 Division Responsibilities

- 5.10.2.1 Training Budget: Divisions are responsible to accurately plan training and development needs during the budget process, administer funds in accordance with what was approved, and reconcile and track training-related expenditures against the division's training budget.
- 5.10.2.2 Offsite Training, Webinar, and Conference Registration: Divisions are responsible for coordinating the registration and payment process for approved offsite training, conferences, and webinars.
- 5.10.2.3 Procurement and Coordination of Onsite Training: Divisions are responsible for the planning, procurement initiation, scheduling, announcement, and coordination of onsite training classes approved during the budget process. The scheduling division is also responsible for class entry in the learning management system and the coordination, close-out, and retention of class rosters.
- 5.10.2.4 Enrollment: Immediate supervisors (or designees) are responsible for all employee training enrollments in the learning management system. Also, supervisors (or designees) are responsible to ensure that employees are enrolled in and complete all mandatory training.
- 5.10.2.5 Attendance: It is the immediate supervisor's (or designee's) responsibility to ensure that employees attend all assigned training as scheduled. If an employee is unable to attend a training class, the supervisor (or designee) is responsible for withdrawing the employee in advance and enrolling in another session if needed.

#### 5.10.3 Human Resources and Risk Management Responsibilities

- 5.10.3.1 Risk Management and Safety Training: Risk Management is responsible for maintaining an annual training plan to ensure all risk management and safety-related training is scheduled and completed according to established retraining frequencies, managing employee safety training profiles, validating all related course content, and providing instruction on training topics when appropriate. Also, Risk Management is responsible for administering onsite and computer-based risk management and



safety-related training programs.

5.10.3.2 Non-Safety Compliance Training: Human Resources is responsible for administering designated non-safety compliance training programs in accordance with retraining frequencies required by law.

5.10.3.3 Organization-Wide Training Programs: Human Resources is also responsible for administering several key organization-wide training programs.

5.10.3.4 Attendance Records: Human Resources and Risk Management are responsible for maintaining employee training files and compliance-related training records in accordance with OC San's Records Retention Schedule. Onsite training attendance is tracked through signed training rosters and corresponding records in the learning management system. Offsite training and conference attendance is recorded from the travel and training approval and payment process.


## **6.0 EXCEPTIONS**

6.1 Any exceptions to this policy must be approved by Human Resources and the Department Head.

## **7.0 PROVISIONS AND CONDITIONS**

## **8.0 RELATED DOCUMENTS**

- 8.1 Budget Training Request Form
- 8.2 Delegation of Authority Resolution
- 8.3 Payment Request Voucher Form
- 8.4 Policy 4.3, Tuition Reimbursement
- 8.5 Policy 4.4, Certification Reimbursement
- 8.6 Policy 5.6, Travel
- 8.7 Purchasing Threshold Guidelines
- 8.8 Purchasing Threshold Guidelines for Sole Sources
- 8.9 Sole Source Purchases
- 8.10 Training Roster (General, Operations)

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 4.11</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Development Pay</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

**1.0 PURPOSE**

1.1 The purpose of this program is to promote employee efforts that increase job knowledge, skills, and abilities that are consistent and aligned with Orange County Sanitation District (OC San) Personnel Policies 4.3 (Tuition Reimbursement Program) and 4.4 (Certification Reimbursement Program).

**2.0 ORGANIZATIONAL UNITS AFFECTED**

2.1 This policy applies to all qualifying OC San employees.

**3.0 DEFINITIONS**

- 3.1 Educational Degree is an academic qualification awarded upon successful completion of a course of study in higher education from an accredited college or university, and is classified as an Associate’s, Bachelor’s, or Master’s degree.
- 3.2 Certificate is a document endorsing that one has fulfilled certain or specific requirements.
- 3.3 Certification is the recognition of an individual by a governmental agency or a professional organization as having met specific standards and/or qualifications for a body of knowledge within a specific field that results in the issuance of a certificate.
- 3.4 Development Pay is non-base building compensation provided to qualifying employees for obtaining and/or maintaining Educational Degrees, Certificates, and/or Licenses as set forth in this policy.
- 3.5 Grade V is the certification level License issued by the California State Water Resources Control Board.
- 3.6 Graduate Certificate is an Educational Degree representing completion of specialized, post-Bachelor’s education from an accredited college or university.
- 3.7 License is permission to engage in a certain activity, granted by an official or legal authority such as a city, county, state, or federal agency.
- 3.8 Professional Organization is an organization or association that has a defined code of ethics, conducts research, possesses a defined body of knowledge, and has the authority to set professional standards in a field.
- 3.9 Qualifying Employee - All OC San employees who have successfully completed the first the six months of employment without a break in service.

#### 4.0 POLICY

- 4.1 Qualifying employees will receive Development Pay that will be distributed in a lump-sum amount each pay period.
- 4.2 Qualifying Employees must have a proficient year-end performance appraisal to be eligible for Development Pay.
  - 4.2.1 Qualifying Employees who are placed on a PIP due to a needs improvement performance review on the year-end performance appraisal are not eligible for Development Pay until the PIP is satisfactorily completed.
  - 4.2.2 Qualifying Employees who are placed on a PIP due to a needs improvement outside the year-end appraisal will have all Development Pay suspended until the PIP is satisfactorily completed.
  - 4.2.3 The return of Development Pay will not be retroactive.
- 4.3 Qualifying Employees must be in an active pay status to receive Development Pay.
- 4.4 Specific cost for Educational Degrees, Certification, and Licenses vary by group and are outlined in Policy 2.2, Non-Base Building Pay. The approval or granting of Development Pay vests in the sole discretion of OC San, through the Department Head and Human Resources.

#### 5.0 PROCEDURE

- 5.1 Qualifying Employees must complete a Request for Development Pay form, attach copies of the applicable educational degree, certificate, or license, and the employee must ensure that all other supporting documentation is included.
- 5.2 All requests are routed to the employee's management representative to ensure the Development Pay request meets the stated objectives and purpose of the Development Pay Program.
  - 5.2.1 The employee's management representative must approve or deny the Development Pay request and ensure the request is consistent with objectives and purpose of the Development Pay Program.
- 5.3 All completed requests submitted by an employee, whether approved or denied by the employee's management representative, must be submitted to the Human Resources Department for processing and retention.
- 5.4 Employee must complete a separate Request for Development Pay form for the educational degree, and for each certificate, or license.

#### 6.0 EXCEPTIONS

- 6.1 This policy does not apply to student and vocational interns, or temporary employees.

6.2 This policy does not apply to employees of the Executive Management Team.

## **7.0 PROVISIONS AND CONDITIONS**

7.1 Approved compensation for Development Pay is effective in the first pay period following the employee submittal date, as indicated by the completed Development Pay request.

7.2 Development Pay compensation will only be subject to retroactivity when the administration process delays implementation beyond the first pay period following the employee submittal date.

7.3 Development Pay requests submitted for Educational Degrees, Certificates or Licenses obtained outside of the specific guidelines herein will be evaluated on a case-by-case basis by the employee's Division Manager to determine whether the intent of the request is consistent with the objectives of the Development Pay Program.

7.3.1 In such cases, the Request for Development Pay must be submitted to the appropriate Department Head for consideration and approval, and then forwarded to the Human Resources Department for final processing.

7.3.2 Training required as part of an employee's regular job duties is not eligible for Development Pay, unless it yields a certificate and has a requirement of at least forty (40) hours of course time.

7.4 Falsification of educational documents, certificates and/or licenses may lead to disciplinary action up to and including termination.

## **8.0 RELATED DOCUMENTS**


8.1 Policy 1.4 Recruitment and Selection

8.2 Policy 1.7 At-Will EMT Employment Agreements

8.3 Policy 2.2 Non-Base Building Pay

8.4 Policy 4.3 Tuition Reimbursement Program

8.5 Policy 4.4 Certification Reimbursement Program

 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 5.1</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Rules of Conduct</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

**1.0 PURPOSE**

1.1 The purpose of this policy is to establish uniform guidelines regarding rules of conduct for employees.

**2.0 ORGANIZATIONAL UNITS AFFECTED**

2.1 This policy applies to all Orange County Sanitation District (OC San) employees regardless of their organizational unit.

**3.0 POLICY**

3.1 Reasonable rules of conduct are necessary for the safety and protection of all employees and to ensure the efficient and productive operation of OC San’s facilities. Such rules are established with the goal of achieving mutual understanding with all employees regarding unacceptable behavior, and should be fairly and equitably administered by all supervisors and managers.

**4.0 PROCEDURE**

4.1 The following items are examples of expected conduct or behavior. An employee whose actions are inconsistent with or violates one of the following areas may be subject to discipline, up to and including termination.

- 4.1.1 Coming to work in a timely manner and not abusing time-off privileges.
- 4.1.2 Proper completion of individual time records in accordance with established procedures.
- 4.1.3 Proper notification of supervisors in the event of intended absence or tardiness.
- 4.1.4 Careful and considerate use of OC San property.
- 4.1.5 Observance of all safety and security rules and regulations.
- 4.1.6 Professional conduct toward other OC San employees.
- 4.1.7 Adherence to OC San’s Core Values; specifically, Honesty, Trust and Respect, and Teamwork and Problem Solving.
- 4.1.8 Adherence to applicable memoranda of understanding and OC San personnel policies and procedures.
- 4.1.9 Safeguarding confidential information obtained in connection with employment.
- 4.1.10 Appropriate correction of unacceptable job performance or practices.

4.2 The following items are examples of conduct or behavior which may subject an employee to termination without regard to the employee's past performance, prior discipline, longevity and work history.

- 4.2.1 Substantiated charges of Sexual Harassment.
- 4.2.2 Conduct that endanger the safety of others, including fighting or any violent or threatening act.
- 4.2.3 Making false, profane, abusive or malicious statements concerning any employee or officer of OC San.
- 4.2.4 Accepting gifts or favors of more than token value from anyone doing or seeking to do business with OC San.
- 4.2.5 Engaging in any activity which represents a violation of OC San's conflict of interest code.
- 4.2.6 Falsification of any OC San records including incorrect time charges on timesheets.
- 4.2.7 Unauthorized removal of OC San's or others' property.
- 4.2.8 Defacing, destroying or damaging OC San property or the property of others.
- 4.2.9 Possession of weapons or explosives on OC San premises.
- 4.2.10 Violation of substance abuse policy.
- 4.2.11 Immoral or indecent conduct, or insubordination, which is defined as refusal or failure to follow the lawful directive of a supervisor or manager or to comply with an established policy or procedure.

## **5.0 EXCEPTIONS**


## **6.0 PROVISIONS AND CONDITIONS**

6.1 The examples of conduct or behavior listed in this policy should not be considered an exhaustive list. Absence of an example of conduct or behavior from this policy will not be the basis for avoiding discipline or termination when OC San finds that such an action is warranted.

## **7.0 RELATED DOCUMENTS**

- 7.1 OC San Core Values
- 7.2 Policy 1.1, Harassment and Discrimination
- 7.3 Policy 1.3, Workplace Violence & Weapons
- 7.4 Policy 1.5, Outside Employment & Professional Associations
- 7.5 Policy 1.8, Business Ethics

- 7.6 Policy 3.1.1, Hours of Work – Non-Exempt Employees
- 7.7 Policy 3.1.2, Hours of Work – Exempt Employees
- 7.8 Policy 3.2, Attendance Policy
- 7.9 Policy 3.3, Leave of Absence with Pay
- 7.10 Policy 5.18, Use of OC San Property
- 7.11 Policy 5.20, Substance Abuse
- 7.12 OC San Safety Policies and Procedures

 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 5.2</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Discipline</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for use in the administration of fair and consistent discipline in instances where employees have exceeded the limits of acceptable behavior or performance.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all current Orange County Sanitation District (OC San) employees regardless of their organizational unit.

## 3.0 DEFINITIONS

- 3.1 Discipline is the occurrence of any of the following actions taken for just cause with respect to any employee: verbal reprimand, written reprimand, suspension without pay, reduction in pay, demotion to a classification with a lower maximum rate of pay, or dismissal.
- 3.2 Dismissal is the separation from OC San employment of a regular employee initiated by OC San for just cause.
- 3.3 Serious Misconduct is performance or conduct connected with an employee's work that the employee knows or reasonably should have known was unsatisfactory. While not an exhaustive list, such performance or conduct may involve behaviors listed in section 5.9 of this policy.

## 4.0 POLICY

- 4.1 OC San is committed to supervisory and management practices and procedures which support effective operations in the best interest of OC San and its employees. Such procedures include the administration of fair and consistent discipline in instances where employees have exceeded the limits of acceptable behavior, failed to maintain minimum job requirements or performance. Employment with OC San is voluntarily entered into, and employees have the right to resign within the guidelines of an employee's affiliated Memorandum of Understanding and administrative policies to pursue other interests. Similarly, OC San has the right to conclude an employment relationship for proper cause when it is believed to be in OC San's best interests.
- 4.2 The General Manager is authorized and directed to exercise supervision over all employees and to impose discipline, for just cause, upon any person employed under the provisions of this Policy for unacceptable behavior or performance.
- 4.3 The General Manager shall establish rules and guidelines pertaining to the procedures governing such actions. The General Manager shall establish Rules of Procedure and Evidence governing post-discipline hearings.



- 4.4 The General Manager is authorized to delegate his authority herein to the Department Heads, Division Managers, Director of Human Resources and other management and supervisory employees, as the General Manager deems appropriate.

## **5.0 PROCEDURE**

- 5.1 Prior to the issuance of discipline for unacceptable behavior or performance, management is encouraged to regularly meet with employees and provide counseling as a corrective measure. Counseling sessions may be followed up by a counseling memo to the employee. Counseling is not considered disciplinary in nature.
- 5.2 Discipline may occur when any of the following actions are taken for just cause with respect to any employee: verbal reprimand, written reprimand, suspension without pay, reduction in pay, demotion to a classification with a lower pay grade, or dismissal.
- 5.3 A Notice of Intent to impose disciplinary action is not required when the disciplinary action involves verbal reprimand or written reprimand.
- 5.4 Dismissal, for purposes of this policy, is the separation of a non-probationary employee initiated by OC San for just cause
- 5.5 A Notice of Intent is not required when the disciplinary action involves a verbal reprimand or a written reprimand.
- 5.6 A Notice of Intent to impose disciplinary action is required and will be given to an employee whenever the disciplinary action involves suspension without pay, reduction in pay, demotion to a classification with a lower pay grade, or dismissal. The Notice of Intent shall be given to the affected employee either by delivery in person or by Certified Mail sent to the employee's last known address. The Notice of Intent shall indicate the date on which it was personally delivered or deposited in the mail, which shall be the date of issuance.
- 5.7 The Notice of Intent shall contain the following:
  - 5.7.1 A description of the disciplinary action intended;
  - 5.7.2 The effective date of the action;
  - 5.7.3 The reason(s) for the proposed action;
  - 5.7.4 A copy of the charges and materials upon which the action is based;
  - 5.7.5 A statement of the employee's right to respond, either verbally or in writing to the person initially imposing the discipline, or to an OCSD management representative with authority to make an effective recommendation on the proposed action;
  - 5.7.6 The person to whom any response must be directed;
  - 5.7.7 The fact that such response must be received within ten (10) business days of the date of issuance of the notice; and
  - 5.7.8 Notice of the employee's right to representation.
- 5.8 Prior to the effective date of any proposed disciplinary action requiring a Notice of Intent, the employee will be given an opportunity to respond either orally or in writing to a management representative with authority to make an effective recommendation on a proposed action. After review of an employee's response, OC San will notify the employee in writing of any action to be taken. Such action may not involve discipline more severe than that described in the Notice of Intent; however, OC San may reduce discipline without further notice.
- 5.9 Dismissal shall be preceded by at least one (1) written reprimand, except in those situations in which the employee knows or reasonably should have known that the performance or conduct was unsatisfactory. Such performance or conduct may involve, but is not limited to: dishonesty; possession, use, sale or being under the influence of drugs or alcohol; theft or

misappropriation of OC San's property or funds; falsification of OC San's records; fighting on the job; insubordination; acts endangering people or property; or other serious misconduct. OC San may substitute a documented suspension without pay for written reprimands.

- 5.10 If a Notice of Intent is upheld and the disciplinary action is imposed, the employee may request a post-disciplinary hearing. The request must be submitted to the Director of Human Resources, unless otherwise stipulated by an employee's affiliated bargaining unit Memorandum of Understanding (MOU), within ten (10) business days following the effective date of the disciplinary action (for suspensions, the effective date will be the first business day following the final day of the suspension). The Director of Human Resources will schedule a post-disciplinary hearing with the General Manager or a hearing officer selected by the General Manager. The hearing officer selected by the General Manager may not be an employee of OC San. The selected hearing officer will provide a written, advisory opinion to the General Manager. The General Manager may uphold the disciplinary action that has been imposed or may reduce such discipline without the issuance of further Notice of Intent. The decision of the General Manager shall be final.
- 5.11 Disciplinary actions will be recorded in employee performance reviews. Unless otherwise stipulated by an employee's affiliated bargaining unit MOU, all disciplinary action documentation shall be placed in an employee's personnel file in the Human Resources Department.
- 5.12 Unless otherwise stipulated in an employee's affiliated bargaining unit MOU, documentation regarding verbal and written reprimands may be removed from an employee's personnel file twenty-four (24) months subsequent to the date of issuance, provided that there has been no recurrence of a similar incident during the period. If the Director of Human Resources, or designee, agrees to remove disciplinary action documentation from an employee's personnel file, such documentation shall be retained in a separate file by the Human Resources Department for the purpose of showing that progressive discipline has been followed or in support of OC San's proposed discipline.
- 5.13 Verbal reprimands and written reprimands may only be reviewed under this Agreement through the Problem Solving Procedure.

## **6.0 EXCEPTIONS**

- 6.1 This policy shall not apply to the General Manager, Executive Management Team (EMT) members, new-hire probationary employees, and student interns who serve "at-will" and may be released from employment without cause or recourse to any appeal or grievance procedures.
- 6.2 A reduction in pay or demotion to a classification with a lower pay grade that is not a result of performance deficiencies (for example, a reclassification, "bumping" associated with a layoff, a reasonable accommodation, or a voluntary employment change) shall not be considered discipline.

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 OC San may place an employee on administrative leave without prior notice in order to review or investigate allegations of conduct which would warrant relieving the employee immediately from all work duties.

## **8.0 RELATED DOCUMENTS**

- 8.1 Policy 1.7, "At-Will" Employment EMT Employment Agreements

8.2 Policy 1.10, Employee Separation

8.3 Exhibit A - Rules of Procedure & Evidence for Post-Disciplinary Hearings

**ORANGE COUNTY SANITATION DISTRICT (OC SAN)  
RULES OF PROCEDURE AND EVIDENCE  
FOR POST-DISCIPLINARY HEARINGS**

1. Hearings shall be conducted by the OC San's General Manager, or a hearing officer selected by the General Manager.
2. Any objection to the individual selected by the General Manager as the hearing officer on the grounds of bias, must be made in writing, stating the reasons, therefore, to the General Manager no later than 15 calendar days after the date of the deposit in the mail of notice that a hearing officer has been selected, including the hearing officer selected and his/her background information.
3. The questions to be decided are as follows:
  - A. Was there just cause for the discipline imposed?
  - B. If not, what is the appropriate discipline, if any?
4. Formal rules of evidence and procedure that may be applicable in a court of law shall not apply to these hearings. Evidence, both oral and documentary, shall be admissible if it is the type of evidence that responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any judicial rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for the purpose of supplementing or explaining any direct evidence but shall not be sufficient by itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be applicable to the same extent that they are recognized in civil actions.
5. Each party shall have the right to call and examine witnesses, to introduce exhibits and to cross-examine opposing witnesses. If the employee does not testify on his or her own behalf, the employee may be called and examined as if under cross-examination.
6. Testimony shall be recorded by means of either an audio recording or a certified court reporter.
7. Witnesses shall be sworn unless both parties stipulate otherwise.
8. Written declarations made under penalty of perjury shall be admissible; provided, however, that declarants shall be made available for testimony at the request of the party against whom the declaration is offered.
9. OC San shall have the burden of proof. The standard of proof is a preponderance of the evidence. OC San shall present its case first. During the presentation of OC San's case, the employee shall have the right to cross-examine any witness called to testify by OC San. At the conclusion of the OC San's case, the employee may present his or her case. During the presentation of the employee's case, OC San shall have the right to cross-examine any witness called by the employee to testify.
10. Both parties shall have the right to counsel. Employee may be represented by the applicable employee organization representative.

11. Both parties shall have the right to present an opening statement prior to the presentation of any evidence and a closing argument after the presentation of all evidence.
12. The General Manager or a hearing officer selected by the General Manager, shall rule on procedural and substantive issues.
13. The General Manager shall use good faith efforts to issue a written decision within 30 days of (1) the conclusion of the hearing; or (2) the receipt of post-hearing briefs if such briefs are requested by the General Manager. If a hearing officer is selected by the General Manager, he or she will provide an advisory opinion to the General Manager. Upon receipt of an advisory opinion, the General Manager shall use good faith efforts to issue a final written decision within 30 days. In the event that the General Manager requests to review the entire record, the General Manager shall use good faith efforts to issue a final written decision within 30 days of receipt of the entire record.
14. The decision of the General Manager shall be final and binding.

The foregoing Rules of Procedure and Evidence for Post-Disciplinary Hearings are applicable to all post-disciplinary hearings unless the parties to said hearings stipulate otherwise.


ORANGE COUNTY SANITATION DISTRICT  
Orange County, California

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

By: \_\_\_\_\_  
Robert C. Thompson  
General Manager

APPROVED AS TO FORM:  
BRADLEY R. HOGAN  
OC SAN COUNSEL

By: \_\_\_\_\_  
Bradley R. Hogan

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 5.3</b>
	<b>Effective Date: March 22, 2023</b>
<b>SUBJECT: Operator Certification, Maintenance, and Renewal</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures to ensure that required certification is maintained and/or renewed by Operations personnel and that the Orange County Sanitation District (OC San) operates its facilities in compliance with Title 23 of the California Water Code.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 All OC San employees whose positions require certification of competence as a Wastewater Treatment Plant Operator issued by the State of California State Water Resources Control Board.

## 3.0 DEFINITIONS

## 4.0 POLICY

- 4.1 It is the policy of OC San to operate its wastewater treatment plant facilities in compliance with state-mandated regulations, and to ensure that employees who are employed to operate said facilities do so in compliance with the certification requirements of said regulations.
- 4.1.1 Operations Supervisors are to inspect the certification for each of their assigned employees on a regular basis as part of that employee's annual reviews. This criterion is considered a part of the supervisor's goals and objectives.
- 4.1.2 Maintenance of certification is expected to be an integral part of each employee's goals and objectives.
- 4.1.3 Certification upgrade and maintenance may be considered in the Individual Development Plan (IDP) for each certified employee.
- 4.2 An employee who is required to be certified and who fails to maintain or renew certification appropriately will be placed in a "non-certified" employee status. The employee will be prohibited from operating OC San's wastewater treatment plant facilities, until, at OC San's discretion, the individual's certification is re-instated by the state, and OC San is duly notified.

4.3 If an employee fails to maintain or renew his certification or if the employee's certification is suspended or revoked for any reason, the employee shall immediately notify the Chief Operator of his or her certification status.

4.4.1 At no time shall an employee whose position requires certification operate OC San's wastewater treatment plant facilities without the appropriate certification.

4.4 An employee who violates this policy is subject to disciplinary action up to and including termination.


## **5.0 PROCEDURE**

## **6.0 EXCEPTIONS**

## **7.0 PROVISIONS AND CONDITIONS**

## **8.0 RELATED DOCUMENTS**

8.1 Title 23 of the California Water Code

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 5.4</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Employee Participation in Athletic and Recreational Activities on Off-Duty Time</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

## 1.0 PURPOSE

- 1.1 To establish uniform guidelines and rules pertaining to employee participation in athletic and recreational activities on or off Orange County Sanitation District (OC San) property on off-duty time.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all OC San employees.

## 3.0 DEFINITIONS

## 4.0 POLICY

- 4.1 OC San does not and shall not endorse or support any organized or unorganized athletic or recreational activities by OC San's employees in which they participate during non-working hours.

## 5.0 PROCEDURE

- 5.1 Employees participating in athletic and recreational activities during non-working hours, such as, but not limited to, bowling, basketball, onsite Fitness Rooms, and softball teams, etc., are deemed to do so outside of the course and scope of their employment with OC San, except when expressly authorized in writing. While the use of nicknames (e.g., "Sludge Haulers") that would generically refer to the nature of employees' business are not barred by this policy, no employee or group of employees may arrange for, or participate in any organized activity bearing a team designation such as "Orange County Sanitation District's Employees Team", or similar terminology that would indicate official sanction or support by OC San.
- 5.2 Organization of, and participation in, athletic or recreational activities are prohibited during any work periods for which employees are compensated.
- 5.3 OC San shall not financially contribute or provide equipment and supplies to any employee, or any organization, for athletic or recreational activities, except as authorized by written policy memorandum from the General Manager for a specific activity. No employee shall utilize any OC San business equipment, including but not limited to, computers or copying machines, nor supplies in furtherance of any organized



recreational or athletic activity that may occur during non-work hours, whether such activities are to occur on site or off site.

- 5.4 Supervisory and management personnel shall not require or coerce any employee to participate, or not participate, in any athletic or recreational activity during off-duty work hours.
- 5.5 OC San's facilities, at the sole discretion of the General Manager, may be made available for employee athletic or recreational use during non-compensated work times. These facilities may include an outdoor basketball court or an unused conference or work room for aerobic training or similar activities.
  - 5.5.1 A "Waiver for Athletic, Recreational and Fitness Room Activities" and/or "Membership Fee Payroll Deduction Authorization" form may be required, depending on the facility/activity.
- 5.6 Athletic or recreational activities organized by OC San's employees to be undertaken during non-duty, non-compensated work periods on OC San property must obtain approval from the General Manager, provided that all employees acknowledge that they shall be deemed to be participating solely on their own personal time and at their sole discretion. This can include non-compensated lunch periods.
- 5.7 Participation in such events shall not be considered as part of the requirements of an employee's job classification, nor shall it be considered an activity to be within the course and scope of the employee's employment. Risk of injury incurred during the participation of such activity shall be solely with the employee. All employees are advised that such injuries, if they should occur, are not compensated by worker's compensation benefits when incurred outside of the course and scope of an individual's employment.
- 5.8 When utilizing the Fitness Room outside the employee's normal work hours, employees must check in and out with Security and/or Operations to advise them of their presence in the Fitness Room.
  - 5.8.1 Employees should seek medical advice from a licensed health care provider before beginning a new exercise program.
  - 5.8.2 Access to the Fitness Rooms will be available 24 hours, seven days a week.
  - 5.8.3 Only employees that have been granted access may use the Fitness Room.
  - 5.8.4 Employee must not allow any unauthorized individual access to the Fitness Room.
  - 5.8.5 Employees using the Fitness Room are required to know and abide by the rules covering proper use of the Fitness Room.


## **6.0 EXCEPTIONS**

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 Notices advising employees that OC San is not responsible for off-duty recreational activities will be posted throughout OC San.
- 7.2 Place in OC San's Personnel Policies and Procedures Manual and on the Intranet.

## **8.0 RELATED DOCUMENTS**

- 8.1 Labor Code Section 3600(a)(9)

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 5.5</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Meal and Rest Periods</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for providing employees with time off for meals and rest periods.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all current Orange County Sanitation District (OC San) employees regardless of their organizational unit.

## 3.0 DEFINITIONS

## 4.0 POLICY

- 4.1 It is OC San's policy to provide employees with time off for meal periods and rest periods in accordance with the procedures of this policy.

## 5.0 PROCEDURE

- 5.1 Meal Periods: Unless otherwise stipulated by an employee's affiliated bargaining unit Memorandum of Understanding (MOU), OC San shall provide employees with an uncompensated meal break for each workday of at least five (5) hours. The meal break may be either thirty (30) or sixty (60) minutes at the discretion of division/department management.
- 5.2 Rest Periods: Unless otherwise stipulated by an employee's affiliated bargaining unit MOU, OC San shall provide employees with two (2) 10-minute compensated rest periods for an 8-hour, 9-hour, or 10-hour workday. Employees will receive three (3) 10-minute rest periods for a 12-hour workday.


## 6.0 EXCEPTIONS

- 6.1 Treatment plant operators are compensated at their regular rate of pay during their meal period.
- 6.2 When employees from the Collection Facilities Division are assigned to the line cleaning (gravity crew) as part of a road crew activity and actively working an assignment, the supervisor may authorize a paid thirty (30) minute meal period, understanding employees may be required to perform work and work through lunch as necessary.

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 Meal and rest periods are intended to provide employees with time for relaxation from work during the workday, and may not be avoided or accrued for the purpose of obtaining additional time off or shortening the regular workday.

## **8.0 RELATED DOCUMENTS**

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 5.6</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Travel</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

**1.0 PURPOSE**

1.1 The purpose of this policy is to establish uniform guidelines and procedures pertaining to off-site travel for job-related meetings and training functions.

**2.0 ORGANIZATIONAL UNITS AFFECTED**

2.1 This policy applies to all Orange County Sanitation District (OC San) employees.

**3.0 POLICY**

3.1 It is OC San's policy to reimburse employees for pre-approved travel and business expenses in accordance with the procedures of this policy.

**4.0 PROCEDURE**

**4.1 GENERAL INFORMATION**

- 4.1.1 OC San will reimburse employees for reasonable travel expenses incurred in the course of representing OC San at job-related meetings or training functions provided that approval is obtained in advance.
- 4.1.2 Employees are to exercise every effort to minimize meeting and training travel expenses by utilizing the least expensive method of travel. Employees should work with their division's travel arrangers (designated clerical staff who utilize the services of OC San's travel agent) to compare and obtain the best pricing for travel arrangements.
- 4.1.3 Travel arrangements shall be made as far in advance as possible to take advantage of discounted or reduced fares and rates.
- 4.1.4 Related documents and forms are listed in section 8.0. The forms associated with this policy are accessible through the OC San's intranet site.
- 4.1.5 In determining whether a function shall be considered a meeting or a training function, determine how the majority of time is spent during the function. If the majority of time is spent in an issue-resolution or project-focused atmosphere, the function shall be considered a meeting. If the majority of time is spent learning new skills, then the function shall be considered training.

- 4.1.6 Any use of OC San training funds must be pre-authorized prior to training. Training and related travel arrangements made without pre-approval will not be reimbursed.
- 4.1.7 Travel Approval – Any travel involving airfare, overnight stays, or multiple day attendance must be approved by management in advance using the Travel Pre-Approval electronic form available on OC San’s intranet site. For other requests, the procedures for obtaining approval to attend off-site meetings or training functions shall be established within each department/ division. The Travel Authorization Request form can be used to facilitate this approval process and is accessible through OC San’s intranet site.
- 4.1.8 Business travel expenses incurred in excess of those described in this policy are not reimbursable. For example, if employees choose to drive instead of fly from Los Angeles to Phoenix, the total reimbursement will not exceed the amount that would have been incurred had air travel been used (e.g., mileage, lodging and meal expense reimbursements resulting from car travel cannot exceed the amount that would have been required if air travel had been used).
- 4.1.9 Employees will be responsible for repaying OC San for any expenses paid on their behalf by OC San that are subsequently determined to be excessive.
- 4.1.10 OC San’s reimbursement plan has been developed to be considered an “accountable plan” by the IRS. The plan includes a combination of reimbursements based upon receipts and a “per diem” component approved by the IRS. Employees should check with their accountant or income tax preparer if they have any questions.

## **4.2 REIMBURSEMENT**

- 4.2.1 A Travel Expense form shall be completed if any eligible out-of-pocket expenses have been incurred. In addition, the employee shall attach a single document with scanned images of original receipts that are applicable such as airfare itinerary, detailed hotel receipt, rental car contract and receipt, etc. Receipts are not required for meals within the per diem limits described in section below.
- 4.2.2 A Travel Expense form shall be completed and submitted no later than two (2) weeks after the travel has concluded.
- 4.2.3 Receipts are required for all reimbursable expenses regardless of the dollar amount, except meals within the per diem limits described in section below. If a receipt is missing, a lost/unavailable receipts memo must be prepared detailing the date, the expense, and the amount of the missing receipt. The memo must be signed by the Department Head and attached to the Travel Expense package. See section 4.7 for meals.
- 4.2.4 The approval level required on the Travel Reimbursement form is based on total charges incurred. Employees cannot approve their own travel expenses. The Travel Expense form is configured to route to the next step automatically throughout the workflow approval process.
- 4.2.5 The designated department/division travel arranger is responsible for auditing and signing the Travel Expense form. They also shall ensure that all applicable forms and receipts are prepared and attached.

## **4.3 LODGING**

- 4.3.1 Actual and necessary lodging expenses incurred during business travel will be reimbursed. Employees must take advantage of any government rate or group rate for lodging whenever possible.
- 4.3.2 Lodging shall be in a hotel, motel or lodge. Hotel/motel rooms shall be standard, single occupancy. The employee shall pay lodging expenses directly. Direct billings to OC San for employee lodging will not be accepted unless the circumstances are unavoidable and written authorization from the General Manager's Office is obtained in advance.
- 4.3.3 Meals or other reimbursable charges on the hotel bill will be applied towards, and must not exceed, the daily reimbursement maximum set forth at GSA.gov/per diem.
- 4.3.4 Overnight stays may be allowed for meetings or training functions lasting more than one day in OC San's general geographical area (Orange, Los Angeles, Ventura, San Bernardino, Riverside, San Diego, Imperial and Kern Counties) when the travel time is significant. Such matters will be determined on a case-by-case basis and at the discretion of the appropriate supervisor, manager, or department head.
- 4.3.5 Making Reservations - Employees make their own lodging reservations via phone or Internet and may compare prices with OC San's travel agent through their division's travel arranger. When making hotel reservations, always ask for the lowest available rate the hotel is offering (e.g., government, season special), which may be lower than the convention/conference rate.
- 4.3.6 Canceling Reservations - A traveler canceling the reservation shall do so according to the hotel's policy in order to avoid charges. OC San does not reimburse for non-canceled reservations, early departure, or late cancellation charges unless approved by the Department Head via an "Exceptions-Unauthorized Expenditures" memo.

#### **4.4 GROUND TRANSPORTATION**

- 4.4.1 Employees shall select the most economical, practical means of ground transportation that is appropriate for the particular trip.
- 4.4.2 Automobile mileage is reimbursable if an employee is required to use a personal vehicle for travel within OC San's general geographical area, which includes Orange, Los Angeles, Ventura, San Bernardino, Riverside, San Diego, Imperial, and Kern Counties. Mileage is based upon the following:
  - 4.4.2.1 If an employee drives round-trip from their residence to a meeting or training function on a work day, the round-trip mileage the employee would have driven from his/her residence to work must be subtracted from the round-trip mileage to the event. Any excess mileage is reimbursable.
  - 4.4.2.2 If an employee drives round-trip from work to a meeting or training function, the round-trip mileage from OC San to the event is reimbursable.
- 4.4.3 Employees will be reimbursed for use of personal vehicles based on actual miles traveled at the then-current "standard mileage rate" adopted by the U.S. Internal

- Revenue Service for use in deducting the cost of operating an automobile for business purposes. No other personal vehicle expenses will be reimbursed.
- 4.4.4 OC San shall pay local transportation costs from the employee's residence to the departure airport and from the departure airport to the employee's residence. Local transportation to and from a departing airport shall be by bus, shuttle, taxi, or equivalent E-hailing service. If the employee uses his/her personal vehicle, then mileage is reimbursable at the current IRS approved rate.
- 4.4.5 The reimbursable mileage for air travel departures is the mileage between the last stop (e.g., OC San or employee's residence) and the terminal. The reimbursable mileage for air travel arrivals is the mileage between the terminal and the first stop (e.g., OC San or employee's residence).
- 4.4.6 Parking at the departure airport is reimbursable with receipts.
- 4.4.7 Round-trip mileage expenses are reimbursable when family chauffeuring is the most economical alternative.
- 4.4.8 OC San vehicles may be used to transport business guests.
- 4.4.9 Travel while at the local destination may be by shuttle, bus, taxi, or equivalent E-hailing service as needed. A rental car may be allowed when it is more economical.

#### **4.5 AUTO RENTALS**

- 4.5.2 **Rental Car Reservations** - Employees shall utilize either OC San's designated travel agency or the Internet, whichever is more cost effective, to secure rental car reservations. Internet reservations may require employees to charge their personal credit card. Employees will be reimbursed for pre-approved reservations made on their personal credit card after they submit a detailed receipt of the charges. Reservations made through the Internet require a written statement from the employee detailing the cost savings.
- 4.5.3 Rented autos shall be used only when no other means of transportation is economically feasible. Use of airport or hotel shuttles is encouraged.
- 4.5.4 **Class Size** - Intermediate or standard model, mid-size car (Class C), or the smallest size compatible with the specific need, are to be used. Exceptions shall be explained on an "Exceptions-Unauthorized Expenditures" memo signed by the Department Head. The original copy of the car rental contract and receipt must be attached to the "Travel Expense" form.
- 4.5.5 **Insurance** – OC San is insured or self-insured for damage to rental cars used on company business. ONLY the "Loss Damage Waiver Fee" is to be accepted and is reimbursable. Any additional insurance purchased for the rental car is not reimbursable.
- 4.5.6 **Rental Contract** - When completing the rental agency contract, sign for OC San, not as an individual (i.e., Orange County Sanitation District, CA, by [your name]).
- 4.5.7 **Gas Surcharge** – OC San will not pay fuel surcharges.
- 4.5.8 **Damage** - In the event of damage to rental cars, all details of the event reported



to the police and/or the rental firm also shall be provided to OC San's Risk Management Division or your immediate supervisor no later than the next business day.

#### 4.6 AIR TRAVEL

- 4.6.2 **Airline Reservations** – Employees shall utilize OC San's designated travel agency or the Internet, whichever is more cost effective, to secure airline reservations. Internet reservations may require employees to charge their personal credit card. Employees will be reimbursed for pre-approved reservations made on their personal credit card after they submit a detailed receipt of the charges.
- 4.6.3 **Frequent Flyer Miles** - Employees who belong to frequent flyer programs are entitled to personally use all bonuses accrued by them on company business. Under no circumstances, however, may employees purchase more expensive tickets in order to accumulate frequent flier mileage or upgrade the class of service. First or Business Class upgrades may be used as long as the original ticket still represents the lowest practical airfare.
- 4.6.4 **Baggage Fees** – OC San will not reimburse for excess baggage fees if not related to company business. This includes sporting equipment. In cases where the airline charges for every checked bag, an employee will be reimbursed the fee paid for one checked bag.
- 4.6.5 **Alternative Airports** - Alternative airports within close proximity (Los Angeles, Long Beach, and Ontario) shall be used if the savings exceed \$150.
- 4.6.6 **Lost or Unused Tickets/Ticket Changes** – Once an employee accepts an airline ticket on behalf of OC San, he or she is responsible for it. If the employee loses his/her ticket, the employee must incur any related fees. Unless directed by OC San management, an employee who fails to use or changes an airline ticket for his/her convenience shall incur any related fees. It is the employee's responsibility to contact the airline that issued their ticket to find out how to remedy lost, unused or ticket change situations.
- 4.6.7 **Flight Limitations** – There shall be no more than four (4) OC San employees total per flight.
- 4.6.8 **Saturday Night Stay-over** – OC San may require a Saturday night stay-over if the stay- over results in significant cost savings to OC San. In general, it is expected that business meetings that start on Tuesday or end on Thursday will not justify a reimbursement for Saturday night stay-over.
- Saturday night stay-over expenses are reimbursable only if the sum of the airfare plus the expenses of the additional lodging, meals and incidentals resulting from the stay-over are less than the lowest available airfare without the stay-over.
- 4.6.9 **Flight Insurance** – Flight insurance is not reimbursable.
- 4.6.10 **Private Air Travel** – Employees are prohibited from flying in aircraft other than commercial airline flights to conduct OC San business due to the liability exposure.

#### **4.7 MEALS/INCIDENTALS**

- 4.7.1 Employees will be reimbursed for meal expenses while on approved business trips involving an overnight stay. Meals will be reimbursed at the applicable GSA per diem rate for each separate meal as set forth at GSA.gov/perdiem. Receipts are not required for reimbursement of meals.
- 4.7.2 Provided Meals – An employee shall not receive a per diem reimbursement for a meal if the meal was provided as part of an event or provided by another. If a conference provides lunch on a particular day, for example, an employee cannot receive the per diem reimbursement for lunch on that day. Meals served by airlines, however, are not counted as a meal. If an airline serves breakfast, for example, an employee remains eligible for the breakfast per diem.
- 4.7.3 Incidental expenses will be reimbursed for expenses on business trips, up to the applicable GSA per diem rate set forth at GSA.gov/per diem. Reimbursable expenses include tips given to drivers, porters, bellhops, baggage carriers, and hotel housekeepers.

#### **4.7 GROUP EXPENSE REIMBURSEMENT**

- 4.8.1 When employees travel in a group, they shall pay their own expenses. If this is not practical, one member of the group may pay. The Travel Reimbursement form shall include:
- Names of the individuals for whom the expense has been incurred
  - Department number(s) to be charged
  - Circumstances involved

Expenses for meals, etc., cannot exceed individual maximums on an average per employee basis.

- 4.8.2 When more than one OC San employee is present for a business meal, the expense(s) must be reported by the most senior OC San person. The cost of business meals shall not exceed the GSA per diem rates.

#### **4.9 COMBINING BUSINESS AND PERSONAL TRAVEL**

- 4.9.1 If an employee combines business and personal travel, the personal travel expenses will be paid directly by the employee. For trips in which the primary purpose is personal, OC San pays only that portion of the trip directly related to business.
- 4.9.2 Business travel is based on actual business expenses incurred. Therefore, no adjustment is permitted between expense categories (e.g., funding extra airfare expense in exchange for reduced lodging in a private home on a personal side trip).
- 4.9.3 In general, it is not appropriate for family members to accompany employees on business trips. Any costs incurred on behalf of family members are not reimbursable.

#### **4.10 FOREIGN TRAVEL**

4.10.1 Regardless of when expense reports are submitted, the exchange rate for converting foreign currency expenses into U.S. dollars will be the rate in effect at the time the U.S. dollars are converted to foreign currency and supported by receipts.

#### **4.11 TELEPHONE CALLS**

4.11.1 Business and personal telephone calls are reimbursable with receipt. On overnight stays, personal telephone calls will be reimbursed not to exceed \$4.25 per day. Employees should use OC San-provided cellular phones in lieu of other means whenever possible.

#### **4.12 INTERNET USAGE**

4.12.1 Subject to manager approval and prior to travel, employees who are issued an OC San mobile computer must reserve and check out a WiFi hotspot device for access to the internet while traveling. OC San mobile computers should not be connected to the internet using hotel Wi-Fi networks.

4.12.2 The hotspot must be reserved electronically by using the Mobile WiFi Loaner request on the I.T. page on OC San's intranet Page. The request will create the reservation and send reminders to pick up the device and return it at the end of the business travel event.

4.12.3 Upon reservation, all mobile computers must be configured and tested by Information Technology staff. A Service Desk Request for this procedure must be entered by navigating to <http://help or sending an email to sde@ocsd.com>.

4.12.4 Hotel internet must only be used in case of emergency and with prior approval from the employee's manager. Internet use charges that are not in case of emergency and have not been pre-approved by the employee's manager are not reimbursable.

#### **4.13 CASH ADVANCE**

4.13.1 Cash advances may be requested for overnight stays FOR EMERGENCY PURPOSES ONLY. The minimum request amount per trip is \$100. The maximum request amount is \$250 per trip. To receive a cash advance, the traveler is required to complete a "Request for Emergency Cash Advance" form, obtain proper signatures and submit the completed form to the Financial Management Division.

#### **4.14 NON-REIMBURSABLE EXPENSES**

4.14.1 Expenses that are personal (not directly connected with OC San business) are not reimbursable unless there are extenuating circumstances approved by the General Manager. These include, but are not limited to the following:

- Clothing and toiletries
- Personal side trips, personal entertainment, and personal trip insurance
- Fees for use of recreational, health, and gym facilities
- Home maintenance, babysitting, and pet boarding expenses
- Personal legal charges and traffic and parking violations

- Loss or theft of cash, travelers checks, travel tickets and creditcards
- Loss, theft or damage to personal property such as luggage, auto, and clothing
- Medical expenses
- Accident related costs resulting from an employee's business use of a personal auto
- Tips exceeding 15%
- Movies
- Alcohol

#### **4.15 AGENCY/VENDOR-REIMBURSED EXPENSES**

4.15.1 When any meeting or training fees are to be reimbursed by an outside agency or vendor, the agency/vendor shall provide a letter to the employee stating exactly which expenditures will be reimbursed. The letter shall accompany the employee's reimbursement package. The designated travel arranger shall prepare a letter to the agency/vendor listing all expenditures that the agency/vendor has agreed to reimburse and enclose a copy of the agency/vendor authorization letter and copies of all receipts. This letter is copied to the employee and to Accounts Receivable in the Financial Management Division so that the payment can be credited to the proper account.

#### **4.16 REIMBURSEMENT FOR NON-OC SAN EMPLOYEES**

4.16.1 Occasionally, OC SAN requests others to travel either to OC San properties or on behalf of OC San. In those instances, the Department Head shall prepare a letter authorizing the travel. After completing the travel, the traveler submits a detailed invoice along with a payment request voucher to Accounts Payable for processing. A copy of the authorization letter shall accompany the payment request voucher.

### **5.0 PROCEDURES**

#### **6.0 EXCEPTIONS**


- 6.1 Exceptions to the policy shall be indicated on the Travel Expense form. Additionally, an Exceptions-Unauthorized Expenditures memo shall be completed, signed by the Department Head and attached to the package.
- 6.2 Emergency Travel: Employees authorized in advance for emergency travel will be reimbursed for reservations made on their personal credit card after they submit a detailed receipt of all charges.

### **7.0 PROVISIONS AND CONDITIONS**

- 7.1 Employees shall have Department Head approval in writing before agreeing to appear on a panel or to give a presentation on behalf of OC San. Failure to do so may preclude attendance.

## **8.0 RELATED DOCUMENTS**

- 8.1** Airfare Payment Request Voucher form
- 8.2** GSA.gov/per diem - per diem rates used by the U.S. Internal Revenue Service as the maximum allowable deduction for business-related travel expenses for federal employees.
- 8.3** U.S. General Services Administration Per Diem Rates per Code of Federal Regulations (CFR 301-11.18)
- 8.4** IRS Ruling 75-432
- 8.5** Lost – Unavailable Receipts Memorandum
- 8.6** Policy 2.2, Non-Base Building Pay
- 8.7** Policy 5.1, Rules of Conduct
- 8.8** Policy 5.19, Vehicle Usage
- 8.9** Registration Payment Request Voucher Form
- 8.10** Request for Travel Pre-Approval Form
- 8.11** Request for Emergency Cash Advance Form
- 8.12** Travel Expense Form

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 5.7</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Solicitation and Distribution</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for solicitation and distribution.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all Orange County Sanitation District (OC San) employees regardless of their organizational unit.

## 3.0 DEFINITIONS

- 3.1 Solicitation is the act of an employee asking for or trying to obtain something of value from another employee.
- 3.2 Distribution is the action of an employee sharing something of value among one or many other employees.

## 4.0 POLICY

- 4.1 It is OC San's policy to prohibit solicitation and distribution on its premises by non-employees, and distribution by employees only as outlined in the procedures in this policy.

## 5.0 PROCEDURE

- 5.1 OC San limits solicitation and distribution on its premises because these activities can interfere with normal operations, reduce employee efficiency, annoy customers, and pose a threat to security.
- 5.2 Supervisors and managers are responsible for administering this policy and enforcing its provisions. Employees may be subject to disciplinary action for violating this policy.
- 5.3 Individuals not employed by OC San are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by properly identified representatives of suppliers and vendors who have business with OC San), or engaging in any other solicitation, distribution, or similar activity on OC San property.


## **6.0 EXCEPTIONS**

- 6.1 OC San shall allow access to designated employee bargaining unit bulletin boards and allow employee bargaining unit representatives and employees the ability to post on said bulletin boards pursuant to applicable federal and state law. Employees posting on bargaining unit bulletin boards shall do so during non-work time.

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 The following provisions and conditions apply when employees engage in permitted solicitation or distribution of literature for any group or organization, including charitable organizations.
  - 7.1.1 The sale of merchandise or services is prohibited on OC San property except as otherwise specified in this policy.
  - 7.1.2 Soliciting and distributing literature during the working time of either the employee making the solicitation or distribution or the targeted employee is prohibited. The term “working time” does not include an employee’s authorized lunch or rest periods or any other time when the employee is not required to be working.
  - 7.1.3 Distributing literature in a way that causes litter on OC San property is prohibited.
  - 7.1.4 OC San maintains different bulletin boards to communicate information to employees and to post notices required by law. The bulletin boards maintained by the Public Affairs Division are for general announcements, newsletters, meeting agendas and minutes, employee for-sale items, training calendars, and newspaper clippings. The Human Resources Department bulletin boards are for job announcements, safety notices, federal and state labor laws, and other related material.

## **8.0 RELATED DOCUMENTS**

 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 5.10</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Wireless/Electronic Communications (WEC)</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

## 1.0 PURPOSE

- 1.1. This policy establishes acceptable and unacceptable use guidelines and procedures for Wireless/Electronic Communications, which is referred to hereinafter as “WEC”.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all Orange County Sanitation District (OC San) employees who utilize OC San WEC devices or equipment and individuals who utilize personal WEC devices or equipment to perform OC San business.

## 3.0 DEFINITIONS

- 3.1 Antimalware – Frequently updated software that provides protection against viruses, Trojans, worms, and similar infectious agents.
- 3.2 Blog – a website that contains an online personal journal with reflections, comments, and often hyperlinks provided by the writer.
- 3.3 California Public Records Act (CPRA) requires inspection and/or disclosure of governmental records to the public upon request unless exempted by law. Examples of items that *may* be exempted from the law include but are not limited to:
- 3.3.1 Personnel, medical, and similar files pertaining to information that would constitute an unwarranted invasion of personal privacy if disclosed;
  - 3.3.2 Preliminary drafts, notes, or memoranda which are not retained in the ordinary course of business;
  - 3.3.3 Documents pertaining to pending litigation to which the organization is a party;
  - 3.3.4 Testing or examination data;
  - 3.3.5 Records exempted or prohibited from disclosure pursuant to federal or state law;
  - 3.3.6 Employee relations information;
  - 3.3.7 Attorney-client privileged information; and
  - 3.3.8 Homeland Security data.
- 3.4 Computer Hygiene – The safe and secure operation of computer resources that includes the deployment and use of tools such as firewalls and antimalware and the regular patching of the operating system and applications.
- 3.5 Confidential Information is only intended for recipients with a business need-to-know because of the sensitive nature and may include but is not limited to personal content such as medical, recruitment, disciplinary, and performance information; attorney-client privileged communications; and protected information, as defined herein. Unless exempted by law, some types of confidential information may be subject to legal inspection and/or disclosure requirements.



- 3.6 Copyright – The exclusive legal rights to copy, reproduce, or sell a specific piece of intellectual property.
- 3.7 Electronic Communications Privacy Act (ECPA) of 1986 – A Federal law that restricts electronic surveillance of employees by employers except in limited situations such as monitoring business-related phone calls, monitoring communications when there has been employee consent and retrieving and accessing stored WEC messages.
- 3.8 Electronic Snooping – The act of accessing or attempting to access, by any means, any computer file or other information for which an individual is not authorized to access.
- 3.9 Encryption – The coding or scrambling, using sophisticated techniques, of information to prevent third parties from “reading” it.
- 3.10 End User – The ultimate user of any particular program or service.
- 3.11 Exempt Employees – Employees who are *not* subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.
- 3.12 Intellectual Property – Refers to a number of types of creations such as books, movies, songs, and software. Intellectual property is protected by a body of law collectively referred to as copyright law.
- 3.13 Malware – A generic name for malicious software such as a virus, worm, trojan or other infectious agent.
- 3.14 Network – The collective name for equipment and devices that interchange information using a common medium.
- 3.15 Non-exempt Employees – Employees who *are* subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.
- 3.16 OC San Policies, Procedures & Standards – Include the policies and procedures included in OC San’s Personnel Policies & Procedures Manual and OC San’s Core Values.
- 3.17 OC San Vehicles – Include, but are not limited to, all OC San-owned cars, trucks, vans, carts, bicycles, and special motorized equipment.
- 3.18 Personal Use Plan – A supplemental, optional, and voluntary private use plan that eligible OC San-issued mobile/cellular phone users may add to OC San’s mobile/cellular phone plan. The plan is provided at a cost based on features selected and requires preapproval.
- 3.19 Personal Wireless/Electronic Communications (WEC) Devices or Equipment – Privately-owned, non-OC San WEC devices and equipment.
- 3.20 Podcast – An audio file typically containing voice, music or other audible sounds made available in digital format for download from the Internet.
- 3.21 Protected information – Includes but is not limited to data that could be utilized to attack, compromise, incapacitate or harm a critical OC San asset; content regarding assessments or estimates of OC San vulnerabilities; and details, plans or drawings about past operational problems, incapacitations, solutions, repairs, and recovery.
- 3.22 Remote Access – The authorized act of accessing OC San’s computer resources/network (which includes OC San’s email system) from a location external to OC San facilities or via a portable WEC device.

- 3.23 Social Media – Various forms of discussion and information sharing including social networks, blogs, video sharing, podcasts, wikis, message boards, and online forums.
- 3.24 Software – A set of related computer programs, procedures, and documentation.
- 3.25 Wi-Fi – Short for “Wireless Fidelity,” Wi-Fi refers to wireless networking technology that allows computers and other electronic wireless devices to communicate over a wireless signal.
- 3.26 Wiki – A website that allows visitors to make changes, corrections, or contributions.
- 3.27 Wireless Access Point – A device that allows wireless devices to connect to a wired network.
- 3.28 Wireless/Electronic Communications (WEC) – Pertains to the act of corresponding by way of a computer, phone, smartphone, computer tablet or any other similar device or equipment to exchange information through various means including, but not limited to; the Internet, voice messages, email messages, online chat rooms, instant messaging, texting, social networking, social media sites, document attachments, Wi-Fi or any other type of communication.
- 3.29 Wireless/Electronic Communications (WEC) Devices & Equipment – consist of the tools which individuals utilize to engage in WEC and include the following:
  - 3.29.1 Computers, including, but not limited to, desktop personal computers, laptops, tablet computers, smart devices, and any other device that may act as a computer.
  - 3.29.2 Phones, including, but not limited to, landline telephones; mobile phones, such as cellular phones, personal digital devices, or smart devices; and any other device that may act as a phone.
  - 3.29.3 Wireless routers, which function as wireless access points and/or network switches; commonly used to allow access to the Internet or a computer.
  - 3.29.4 Compact wireless routers, including, but not limited to, USB cellular modems, data cards, and Mi-Fis (stands for “My Wi-Fi”) that act as mobile Wi-Fi hotspots and can be connected to WEC devices and equipment for Internet access.
- 3.30 Wireless/Electronic Communications (WEC) Messages – Consist of exchanges transmitted using WEC devices and equipment, including, but not limited to; the Internet, voice, picture and video messages, email messages, online chat rooms, instant messaging, texting, social networking, social media sites, document attachments, or any similar type of communication.

#### **4.0 POLICY**

- 4.1 Individuals have no right to privacy when using OC San WEC devices or equipment, which includes but is not limited to Internet sites visited, downloads, and messages produced, sent, received, or transmitted via OC San’s servers or networks. This includes use of OC San WEC devices or equipment for business-related purposes or personal use.
- 4.2 OC San WEC accounts may be controlled by the use of a password; however, the existence of a password does not mean that there is any expectation of privacy.

- 4.3 Except for the exclusions noted in this policy (see Exceptions), all communications transmitted or stored on OC San WEC devices or equipment is subject to monitoring at OC San's discretion, for any reason, including but not limited to, the promotion of OC San, its business and its policies. OC San WEC devices and equipment are subject to monitoring or recording in accordance with the ECPA (Electronic Communications Privacy Act) of 1986.
- 4.4 OC San WEC devices and equipment are provided to individuals on an "as needed" basis, as authorized by management, for the purpose of conducting OC San business. Use of these devices is subject to revocation at management's discretion.
- 4.5 Non-exempt employees are only authorized to utilize OC San WEC devices or equipment during approved work hours; the use of OC San WEC devices or equipment by non-exempt employees during non-approved work hours or while off duty is prohibited.
- 4.6 OC San WEC devices and equipment are the exclusive property of OC San.
- 4.7 Communications created, stored, received, or distributed using OC San WEC devices or equipment may be considered a public record that is subject to records retention and disclosure requirements as set forth in the California Public Records Act. Individuals using OC San WEC devices or equipment must comply with applicable laws regarding public records and be aware of and adhere to OC San's records retention policies and schedules, where applicable.
- 4.8 **General Expectations**
- 4.8.1 Acceptable Use
- 4.8.1.1 Individuals must lock or log off their OCSD WEC device when unattended.
- 4.8.1.2 Individuals must always conduct WEC in a professional and courteous manner and in accordance with I Policies, Procedures, and Standards.
- 4.8.1.3 Employees may access the Internet for incidental personal use by using OC San WEC devices and equipment during their scheduled meal break and/or rest periods provided that such use complies with applicable state and federal laws, OC San Policies, Procedures, and Standards.
- 4.8.1.4 Employees may be permitted to use OC San WEC devices and equipment on a minimal and infrequent basis or in emergency situations for personal reasons; however, such use must not interfere with productivity, increase costs to OC San, or violate OC San Policies, Procedures, and Standards.
- 4.8.2 Unacceptable Use
- 4.8.2.1 Port scanning or security scanning is expressly prohibited, unless this activity is a part of the employee's normal job/duty.
- 4.8.2.2 Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- 4.8.2.3 Circumventing user authentication or security of any host, network or account.
- 4.8.2.4 Interfering with or denying service to any user other than the employee's

host (for example, denial of service attack).

- 4.8.2.5 Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means locally or via the Internet/Intranet/Extranet, unless this activity is part of the employee's normal job/duty.
- 4.8.2.6 Individuals are strictly prohibited from using OC San WEC devices or equipment to disclose confidential or protected information without prior management authorization; or to create, receive, store, distribute, or display defamatory, derogatory, disrespectful, obscene, offensive, racial, sexually explicit, sexually suggestive, violent, harassing or discriminatory content or any other content that may be reasonably perceived as unprofessional or inappropriate.
  - 4.8.2.6.1 Examples of prohibited content include but are not limited to sexually explicit or suggestive images, messages, or cartoons; and content, including jokes and humor, that contains ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement by others based on their race, national origin, color, sex, sexual orientation, age, disability, religious or political beliefs, and/or any other legally protected basis.
- 4.8.2.7 Individuals are prohibited from the use or disclosure, through any means, of any information, photograph, video, or other recording obtained or accessible because of employment with OC San for financial or personal gain, or any other personal use or disclosure of such materials without management authorization.
- 4.8.2.8 Unless the individual is engaging in certain concerted labor-related activities or other constitutionally protected activities, WEC devices or equipment may not be used to solicit or persuade others for commercial ventures, religious or political causes, outside organizations, outside employment, or other similar non-job-related reasons except as authorized by OC San (e.g., the online "for sale" bulletin board).
- 4.8.2.9 Using an OC San email for personal use such as to subscribe to newsletters, or receive advertisements, notifications, updates from groups, businesses, personal interest groups, sites, organizations, etc.

#### 4.9 **Communications**

- 4.9.1 OC San expects employees to limit communications to only those with a business need to know and communicate respectfully, professionally and in line with Core Values when engaging in OC San WEC.
- 4.9.2 Only individuals authorized by OC San management may communicate on OC San's behalf with the public. Such communications must comply with OCSD Policies, Procedures and Standards.
- 4.9.3 Individuals are prohibited from using OC San WEC to send information "OC San-wide" or to "all employees" without prior management authorization.
- 4.9.4 Individuals shall exercise care when engaging in OC San WEC to ensure information is not inadvertently sent to the wrong recipient. In particular,

distribution lists may become outdated, so individuals are expected to ensure all the distribution list addressees are appropriate recipients of the information.

#### 4.9.5 Confidentiality

4.9.5.1 Only individuals authorized by OC San management may access confidential or protected information and such access must be based on a legitimate business need.

4.9.5.2 Individuals with authorized access are required to protect the privacy of confidential or protected information and limit access to only recipients who have a legitimate business need-to-know. Disclosure of confidential or protected information for other reasons is prohibited.

4.9.5.3 Questions about whether information is confidential or protected and who is an authorized recipient of confidential or protected information must be addressed with management.

#### 4.9.6 Media / Press Relations

4.9.6.1 All media or press inquiries whether via phone call, email, or other means, must be directed to the Public Affairs Office.

4.9.6.2 Whenever an individual receives a request from the media or press, they must notify the Public Affairs Office. The individual receiving the call should ask for the contact information, subject matter, and the deadline.

#### 4.9.7 Social Media

4.9.7.1 Employees may not attribute personal statements, opinions, or beliefs to the OC San when engaging in personal blogging or social media and must specify that all comments posted are those of the employee and not OC San's.

4.9.7.2 Employees are prohibited from posting any material that would constitute unlawful discrimination or harassment or material that is known to be false.

4.9.7.3 Employees are prohibited from posting material that is disruptive to the workplace or impairs OC San's mission and is not a matter of public concern.

4.9.7.3.1 Matters of public concern are those matters of interest to the community as a whole, whether for social, political or other reasons.

4.9.7.3.2 Employees have a statutory right to express opinions on matters of public concern to state or local officials regardless of the impact on the workplace.

4.9.7.3.2.1 Examples of local issues of general or public concern include the budget, spending priorities, any matter scheduled for a public hearing, illegal discrimination, official corruption, official impropriety, malfeasance on the part of government officials, misuse of public funds, waste of public funds, fraud, abuse or gross

mismanagement, inefficiency in managing and operating government agencies, violations of law, local election, or public safety.

4.9.7.3.2.2 Examples of state or national issues of general public concern include election campaigns, elected officials, legislation, national security, budgets, foreign policy, or any topic of broad public interest or debate.

#### 4.10 **Safety/Security**

- 4.10.1 Individuals must act in a safe manner and in accordance with applicable laws and ordinances regarding the use of OC San WEC devices or equipment.
- 4.10.2 Security is everyone's responsibility. Individuals are expected to protect OC San WEC devices and equipment from loss or damage. Lost or damaged OC San WEC devices or equipment are to be reported immediately to management and Information Technology.
- 4.10.3 Individuals are expected to protect all OC San-related information stored on OC San WEC devices and equipment.
- 4.10.4 Any suspicious activities, threats or anomalies involving OC San WEC must be immediately reported to management and Information Technology.
- 4.10.5 Individuals with knowledge of an illegal activity or an OC San Policy, Procedure or Standard violation regarding OC San WEC are required to report the matter immediately to management.
- 4.10.6 Individuals must notify Information Technology immediately if malware is detected while using OC San WEC. All work on that device must be stopped until Information Technology investigates and issues a clearance.
- 4.10.7 OC San reserves the right to access, disclose or delete content created, stored, received, or distributed using OC San WEC unless prohibited by law.
  - 4.10.7.1 Individuals are discouraged from storing personal files and data on OC San WEC devices or equipment because the information may be deleted due to operational or security considerations.
- 4.10.8 If directed by management or required by law, OC San WEC devices or equipment must be surrendered immediately for any pending or anticipated litigation or investigation or any other related reasons.
- 4.10.9 Individuals are prohibited from:
  - 4.10.9.1 Accessing or attempting to access any suspicious web site, forwarding questionable emails, or any similar action using OC San WEC that may pose a security risk to OC San.
  - 4.10.9.2 Tampering with OC San WEC devices or equipment or personally owned WEC devices used for OC San business. This includes, but is not limited to, modifying connections, changing any security/system-

related settings not approved by Information Technology, rooting or jailbreaking.

- 4.10.9.3 Using any method to disguise login identity or actions performed on an OC San WEC device or equipment.
- 4.10.9.4 Engaging in electronic snooping of any type.
- 4.10.9.5 Deleting, intentionally hiding, or renaming any files or data that pertain to pending or anticipated litigation or investigation.
- 4.10.9.6 Interfering with the antimalware software unless authorized by Information Technology. In the event such directives are issued, it is Information Technology's responsibility to re-enable/re-configure the antimalware and the employee's responsibility to cooperate in this effort.
- 4.10.9.7 Installing or using software which provides encryption or wipes programs, personal firewalls, or similar products unless authorized by Information Technology management.
- 4.10.9.8 Deliberately using OC San WEC to circulate or introduce a virus, Trojan horse, trap-door program, or any other malware.

#### 4.11 **Accounts/Passwords**

- 4.11.1 In accordance with business needs, individuals may be assigned OC San WEC devices or equipment that requires an account and password. Individuals are required to maintain and protect the privacy of passwords.
- 4.11.2 Individuals shall not share passwords unless directed by management in the case of an emergency. In such cases, passwords are to be transmitted orally, via voicemail or in-person only and changed immediately thereafter.
- 4.11.3 Passwords, depending on their use, must meet the Information Technology Standard regarding Accounts and Passwords, which is accessible on OC San's Information Technology intranet site. Exceptions may be granted by Information Technology if the WEC device or equipment in question cannot meet the Standard's requirements.
- 4.11.4 If a user's password is compromised, the password must be changed immediately, and the incident reported to Information Technology.
- 4.11.5 Where possible, OC San WEC devices and equipment are automatically configured to lock after a predetermined time. Applications determined by Information Technology management to be negatively impacted by this activity will be exempt. Under no circumstances shall this automated feature be intentionally modified by an end user.
- 4.11.6 Individuals are prohibited from:
  - 4.11.6.1 Using an account that was assigned to another individual except in extenuating circumstances as approved by management for business purposes. The individual's password must be changed thereafter as soon as possible.

- 4.11.6.2 Using an OC San account and their password to create personal accounts with third-party applications.

#### **4.12 Intellectual Property**

- 4.12.1 Individuals are expected to strictly comply with copyright law and are prohibited from:
  - 4.12.1.1 Downloading or distributing pirated software, data, movies, music, or games.
  - 4.12.1.2 Posting material that is copyrighted by a party other than OC San.
  - 4.12.1.3 Copying software distribution media unless authorized by Information Technology management.
- 4.12.2 All copyrighted information used as reference material must contain a credit statement acknowledging the source.
- 4.12.3 Installation of copyrighted software is authorized only on the OC San WEC devices or equipment for which it was purchased and intended.
- 4.12.4 Individuals are expected to maintain the confidentiality of all OC San and contractor-authored software unless otherwise directed by management.
- 4.12.5 Only OC San-purchased copyrighted material may be stored on OC San's network.

#### **4.13 Use of Personal Devices**

- 4.13.1 Individuals are prohibited from connecting personal WEC devices and equipment or hardware to OC San's computer resources/network without management and Information Technology approval. Hardware includes, but is not limited to, thumb drives, memory cards, disk drives, wireless access points, portable music devices, digital audio and/or video cameras; and any other similar device.
- 4.13.2 Employees are prohibited from using personal WEC devices or equipment to conduct personal business during work hours except during authorized breaks and meal periods, on a minimal or infrequent basis, or in emergency situations. Such use shall not interfere with productivity or violate OC San Policies, Procedures, and Standards.
- 4.13.3 The use of a personal WEC device or equipment for OC San business communications is strictly voluntary because OC San-provided devices and equipment are available for conducting OC San business communications.
  - 4.13.3.1 Nonexempt employees are prohibited from using any type of WEC device or equipment to conduct OC San business communications while off duty because such use inhibits OC San's ability to manage work hours. There are no limited hours for exempt employee use.

#### **4.14 Use of Personal Accounts**

- 4.14.1 Employees shall not use personal WEC accounts to conduct business of OC San. If an employee inadvertently uses a personal account to send a business related e-mail or other WEC Message, the employee shall forward a copy of the message to the employee's OC San e-mail account. If a business-related



message is inadvertently sent to an employee's personal account, the employee shall forward a copy of the e-mail or other WEC Message to the employee's OC San e-mail account.

#### **4.15 Search of Personal Devices and Accounts**

4.15.1 OC San may receive Public Records Act requests seeking electronic communications relating to the business of OC San stored on an employee's personal device and/or in an employee's personal account. In that event, OC San may communicate the request to the employee or employees whose records are sought, and reasonably rely on the employee or employees to search their devices and accounts for responsive documents.

#### **4.16 Cameras/Recorders**

4.16.1 The use of cameras or recorders, including those on personal WEC devices or equipment, to take photographs or videos for OC San business purposes requires prior management approval unless extenuating circumstances prevent advance authorization. In such instances, management notification must be provided as soon as possible. The taking of photographs or videos for other purposes is prohibited unless advance management authorization has been obtained.

#### **4.17 Small Unmanned Aircraft Systems (sUAS)**

4.17.1 Use of drones to conduct OC San business and/or on OC San property must comply with all federal, state, and local laws.

4.17.2 Use of drones on OC San property must comply with OC San's "Drone Use Guidelines".

4.17.3 Each drone and each pilot must be registered with and approved by OC San's Risk Management division prior to use on OC San property.

4.17.4 An OC San "Drone Flight Authorization Request" must be submitted to, and approved by, OC San's Risk Management division prior to the use of any drone on OC San property (or use anywhere of an OC San-owned drone).

4.17.5 All drone flights will be logged using the OC San Drone Log.

4.17.6 Drone footage will be used for OC San business purposes only.

4.17.7 The use of sUAS (drones) for any purpose requires the pilot to possess an FAA Remote Pilot Certificate or Certificate of Authorization.

4.17.8 OC San is within 5 miles of Orange County Airport as well as heliports for several police departments and hospitals. Drone pilots are required to notify any airports within 5 miles. OC San also recommends contacting operators of local helipads.

#### **4.18 Remote Access**

4.18.1 Remote access may only be utilized by authorized individuals for the purpose of conducting OC San business; other purposes are prohibited. Remote access may be disabled at any time by management.

4.18.2 Nonexempt employees are generally prohibited from using any type of remote access because such use inhibits OC San's ability to manage work hours. The

exceptions would be the use of remote access while attending overnight training functions or with specific management approval using devices approved by Information Technology. Such use is limited to assigned work hours and requires advance management and Information Technology approval; use while off duty is prohibited.

- 4.18.3 When using remote access, individuals are required to practice good computer hygiene and to physically secure the device or equipment when not in use.
- 4.18.4 Exempt employees can remotely access their assigned OC San email account using an OC San-approved Internet application. Instructions for use can be obtained from the Information Technology Division.
- 4.18.5 Exempt employees may request that their personal WEC device or equipment be configured to access their OC San assigned email or OC San's computer resources/network. Such requests are strictly voluntary because OC San does not require employees to use personal WEC devices or equipment to conduct OC San business.
  - 4.18.5.1 Such requests require the completion of an OC San Personally Owned Wireless/Network Equipment Communications form. This form explains the voluntary nature of personal WEC device or equipment use and explains that such devices or equipment may be subject to remote wiping when security configurations are applied; must comply with OC San Information Technology security requirements; and OC San will not be responsible for any loss, problems or costs incurred as a result of such use.
  - 4.18.5.2 Each request requires management and Information Technology approval and will be reviewed on a case-by-case basis to determine the most suitable means of access for the circumstance to maintain OC San safety/security.
- 4.18.6 Due to cyber security concerns, the use of non-OC San Wi-Fi or a wireless access point must be coordinated through Information Technology.

#### 4.19 **Other Devices**

- 4.19.1 This policy also applies to pagers, two-way radios, public announcement systems, and any other system or device that allows individuals to communicate with each other.

#### 4.20 **Personal Use Plan**

- 4.20.1 With management and Information Technology approval, exempt employees who are issued OC San WEC devices or equipment may add a Personal Use Plan, as applicable, to supplement OC San's usage plan. In such cases, individuals will be responsible for paying all personal use costs, unless pre-authorized by management and Information Technology.

### 5.0 **PROCEDURES**

- 5.1 Management must authorize the access and use of Internet email and browsing through the Internet Email and Browsing Request form.
- 5.2 In order to use personal WEC devices or equipment to remotely access OC San's computer resources/network and/or mail service, eligible employees must obtain

management approval and complete a OC San Personally Owned Wireless/Network Equipment Communications form.

- 5.3 In order to use an OC San-issued mobile phone, eligible employees must complete a Request for Mobile Phone form and obtain necessary approvals. Using that form, exempt employees may also add a Personal Use Plan to the OC San mobile phone plan.
- 5.4 When an individual is separated from OC San employment, it is the responsibility of OC San management to ensure that OC San WEC devices and equipment are returned, access is terminated, and all files are retained.
- 5.5 Individuals shall return all tangible forms of confidential or protected information to OC San upon termination of employment or upon OC San's request.

## **6.0 EXCEPTIONS**

- 6.1 Any exceptions to this policy must be authorized by the General Manager or designee and/or Information Technology management.
- 6.2 Personal information that is transmitted or stored as part of a Personal Use Plan on an OC San WEC device or equipment may be considered private and may not be subject to monitoring.


## **7.0 PROVISIONS & CONDITIONS**

- 7.1 Employees may be subject to discipline, up to and including termination, for failing to adhere to this policy or any other OC San Policies, Procedures, or Standards.

## **8.0 RELATED DOCUMENTS**

- 8.1 Federal & State Copyright Laws
- 8.2 California Public Records Act (Cal. Gov't Code § 6252(e))
- 8.3 California Vehicle Code
- 8.4 Computer Security Act of 1987 (Public Law 100-235)
- 8.5 Electronic Communications Privacy Act of 1986
- 8.6 Internet Email/Browsing Request and Agreement to Abide by OC San Policy
- 8.7 Network/Email Sync Connection Request and Agreement to Abide by OC San Policy
- 8.8 OC San's records retention policies and schedules
- 8.9 Information Technology Standard: Accounts and Passwords
- 8.10 Policy 5.1, Rules of Conduct
- 8.11 Policy 5.7, Solicitation & Distribution
- 8.12 Policy 5.19, Vehicle Usage
- 8.13 Request for Mobile Phone and Agreement to Abide by OC San Policy
- 8.14 Unified Communications, Social and Logo Items, GM-POL-001

## 8.15 Drone Use Guidelines

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 5.11</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Telecommuting</b>	<b>Supersedes: Temporary Guidelines, March 20, 2020</b>
<b>Approved by: General Manager</b>	

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish guidelines and procedures for telecommuting. Telecommuting allows eligible employees to work at an alternate worksite to promote administrative efficiencies, maintain productivity, support continuity of operations, attract and retain a highly qualified workforce, decrease absenteeism, and reduce vehicle emissions.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all Orange County Sanitation District (OC San) employees whose job duties can be fully performed at an alternate worksite.

## 3.0 DEFINITIONS

- 3.1 Alternate Worksite is an approved location(s), other than the employee's regular worksite, where official OC San business is performed. The default Alternate Worksite is the employee's home, which must be located within close proximity to OC San, and allow the ability to report to the Regular Worksite within the normal commute time, unless otherwise authorized in advance by the employee's Department Head and Director of Human Resources.
- 3.2 Core Hours are the hours between 8:00 a.m. and 4:00 p.m. on any given day.
- 3.3 Regular Worksite is the OC San location where employees are assigned to physically report to work.
- 3.4 Telecommuting is a work arrangement that allows employees to perform the full scope of duties and responsibilities of their position from an approved Alternate Worksite during regular scheduled work hours using technology such as a Wi-Fi equipped desktop, laptop, smartphone, email, chat, and/or video conferencing apps to communicate.
- 3.5 Workweek means 40-hours of work per 168-hour period. The workweek is a fixed and recurring period of 168-hours, or seven consecutive 24-hour periods. OC San employee workweeks are structured on an individual and/or group basis so that 40-hours of work regularly occurs during the fixed and regularly recurring period of 168-hours. The specific workweek for each employee is fixed by the General Manager, or his designee, and is maintained by the accounting payroll office.

## 4.0 POLICY

- 4.1 Requests for telecommuting must fully support business and operational needs. All job requirements listed in the classification specification, to include other duties as assigned, must be able to be fully performed from the Alternate Worksite.
- 4.2 Telecommuting is not an entitlement or benefit and may not be available to all classifications, or all employees in eligible classifications.
- 4.3 Requests for telecommuting may be submitted by the employee or requested by management. All requests require approval by the Department Head and Human Resources.
- 4.4 OC San may, at its sole discretion, deny, modify, or terminate a telecommuting request at any time, with the approval of the Department Head and the Director of Human Resources or designee.
  - 4.4.1 Employees may bring their concerns regarding a denial or removal of a telecommuting request under the Problem-Solving Procedure as outlined in OC San Personnel Policies & Procedures and applicable Memoranda of Understanding (MOU).
- 4.5 Eligible employees may request to telecommute a maximum number of hours equaling two (2) workdays in a workweek.
- 4.6 Upon approval, Supervisors shall assign the employee a telecommuting schedule that defines when work will be performed at the Regular Worksite and the Alternate Worksite.
  - 4.6.1 Telecommuting does not alter coverage for core hours or alter employee schedules.
  - 4.6.2 Telecommuting schedules may be provided, reviewed, altered, or removed at any time by OC San.
  - 4.6.3 Annually, during the performance review cycle, Supervisors shall review the employee's telecommuting schedule, work productivity and accessibility to determine continued eligibility for telecommuting.
  - 4.6.4 Supervisors may require, as needed, that the employee report to the Regular Worksite on Alternate Worksite scheduled days based on OC San business needs. When reasonable to do so, employees will be provided notice when being asked to report to the Regular Worksite. Employees may be required to report to the office without any advance notice.
- 4.7 Telecommuting does not change the terms and conditions of employment outlined in any Memoranda of Understanding (MOU) or OC San Personnel Policies & Procedures.
- 4.8 All existing supervisor reporting relationships, lines of authority and supervisory practices remain in effect.
- 4.9 Employees are required to maintain all performance standards regardless of worksite location. Supervisors shall ensure that timelines are adhered to, work productivity is not impacted, and that goals and objectives are always achieved.

- 4.10 Employees who are approved to telecommute are expected to be available by phone or computer, fully productive, and only perform OC San work during the entirety of their regular scheduled shift.
- 4.11 Telecommuting is not a substitute for dependent care, personal, or vacation leave and is not to be used to perform personal activities during work time. Employees are required to use their leave time for illnesses or activities that directly interfere with an employee's tasks and responsibilities.
- 4.12 Any deviation from the assigned telecommuting schedule must be approved in advance, in writing, by the employee's immediate supervisor.
- 4.13 Employees must take meal and rest periods while telecommuting, just as they would if they were reporting to work at their Regular Worksite.
  - 4.13.1 Meal and rest periods may not be avoided or accrued for the purpose of obtaining additional time off or shortening the regular workday.
- 4.14 Employees may not telecommute outside their assigned telecommuting hours without prior written authorization from their supervisor.
- 4.15 Any violation of the provisions outlined in this policy may result in OC San rescinding the approval for telecommuting, and/or disciplinary action, up to and including termination of employment.

## **5.0 PROCEDURE**

- 5.1 Eligibility. Telecommuting is not suitable for all employees and/or positions. Employees requesting telecommuting must be able to perform their full scope of duties and responsibilities from an Alternate Worksite and must have a proficient performance record. Employees within the initial probationary period are expected to work primarily at the Regular Worksite. The Department Head and the Director of Human Resources may approve telecommuting for employees during the initial probationary period on a limited term basis, as needed. Employees on an active Performance Improvement Plan (PIP) or who were within the past twelve (12) months prior to the request are not eligible to telecommute.
- 5.2 The Department Head and the Director of Human Resources have the sole discretion to determine the employees and positions that may be approved for telecommuting and if ongoing or continuing telecommuting will be allowed utilizing the criteria that includes, but is not limited to:
  - 5.2.1 The operational needs of the employee's department and OC San;
  - 5.2.2 The potential for disruption to OC San services, including any security (cyber or other) concerns;
  - 5.2.3 The ability of the employee to fully perform the full scope of their duties and responsibilities from an Alternate Worksite location separate from their Regular Worksite without diminishing the quantity or quality of the work performed;
  - 5.2.4 The employee's history of disciplinary actions using a rolling twelve (12) month lookback period from the date of the telecommuting request, and including any disciplinary action taken while telecommuting;

- 5.2.5 The employee's performance prior to the request and while telecommuting or working from an Alternate Worksite;
  - 5.2.6 The employee's ability to communicate effectively and promptly while telecommuting;
  - 5.2.7 Assurance that the Alternate Worksite is fully functional and ergonomically situated and reliable;
  - 5.2.8 Other considerations as determined by the employee's immediate Supervisor, Manager, Department Head or Director of Human Resources (or designee).
- 5.3 Requests. Employees will be required to submit a signed Telecommuting Request and Acknowledgement Form detailing how the full scope of duties can be completed from an alternate worksite. The information will include:
- 5.3.1 The number of days per week (full/partial days) may not exceed the maximum number of hours equaling two (2) workdays in a workweek.
  - 5.3.2 Requests for telecommuting due to health, family, or medical reasons must be submitted to Human Resources directly.
  - 5.3.3 If there are any changes to the terms of the approved request form, a new request form must be submitted and approved.
- 5.4 Circumstances that may exclude an employee from participating in a telecommuting arrangement include, but are not limited to:
- 5.4.1 Employees who have received a needs improvement rating in the most recent performance evaluation.
  - 5.4.2 Employees on an active Performance Improvement Plan (PIP) or within the past twelve (12) months prior to the request.
  - 5.4.3 Employees who have been directed or counseled as a corrective measure for either performance or failure to uphold the rules and policies or who have received disciplinary action within twelve (12) months of the request at OC San's discretion.
  - 5.4.4 Employees who have not yet successfully completed the initial probationary period.
    - 5.4.4.1 Employees may be approved for limited telecommuting during the probationary period as stated in Section 5.1 of this policy.
    - 5.4.4.2 The promotion or transfer of an employee to another position, division, or department will require the employee to submit a new request.
  - 5.4.5 Classifications that are deemed essential to the operating and maintenance process including but not limited to, equipment, facilities, grounds, inspection, safety, security, compliance, or that require contact with the public.



- 5.4.6 Upon approval, signatures of the employee and Department Head will serve as an agreement to the terms provided within the Telecommuting Request and Acknowledgement Form and this policy.
- 5.5 Telecommuting. Employees are expected to adhere to all OC San policies and procedures and applicable MOU provisions while telecommuting.
  - 5.5.1 Employees shall record their time in accordance with OC San payroll practices.
    - 5.5.1.1 Telecommuting is not to be used in the event of personal illness, or to care for another who is ill, unless it is part of a medical accommodation approved through the accommodation/interactive process with Human Resources.
    - 5.5.1.2 Employees are required to use their leave time for illnesses or activities that directly interfere with an employee's tasks and responsibilities.
    - 5.5.1.3 While telecommuting, any time off needs for sick, vacation, or personal leave shall be requested for approval and reported to the supervisor in advance of time off and be recorded on the timecard accurately.
  - 5.5.2 Employees shall complete their regular job responsibilities and maintain productivity, performance, communication, and responsiveness standards as if working at the Regular Worksite.
    - 5.5.2.1 Employees may be required to submit status reports or daily records of work activity performed.
    - 5.5.2.2 Employees shall be accessible by phone/internet at all times during scheduled work hours and respond to calls, emails and chat messages within a reasonable period during the telecommuting arrangement.
    - 5.5.2.3 Approval of telecommuting may be rescinded at any time and for any reason.
  - 5.5.3 Employees must forgo telecommuting if needed in the office to meet operational business needs which could include meetings, specific projects, or any other applicable business need. Employees may be required to report to the office without any advance notice.
  - 5.5.4 Employees may be required, at any time, to report to their Regular Worksite including on days approved to work at an Alternate Worksite and should be prepared to report to an OC San facility within one (1) hour plus travel time. Travel time to the Regular Worksite is considered commute time, and compensation and/or reimbursement is not applicable.
  - 5.5.5 Non-exempt employees are not authorized to work overtime at any time without prior approval from their supervisor.
- 5.6 Safety. Employees shall be responsible for establishing and maintaining a safe, functional, ergonomically situated, and secure work environment, and shall only use equipment issued by OC San (i.e., laptops, phones, etc.).

- 5.6.1 Employees are expected to maintain a safe, alternate workspace that is free from hazards and personal disruptions.
  - 5.6.2 Injuries sustained by employees in an off-site location and in conjunction with their regular work duties, during agreed upon telecommuting schedule hours, must be reported promptly to the supervisor. Such reports of injuries off-site will be handled in the same manner as reports of injuries in the workplace on-site.
  - 5.6.3 Employees are expected to complete all mandatory required training specific to their title/position, as required.
  - 5.6.4 Employees will adhere to OC San's Injury and Illness Prevention Program (IIPP) requirements while telecommuting.
  - 5.6.5 OC San reserves the right to request proof of Alternate Worksite to determine if it is safe and hazard free.
  - 5.6.6 All OC San documents, equipment, software, supplies and property must be maintained in good condition and returned upon separation, termination of the telecommuting arrangement, and/or upon request.
  - 5.6.7 In-person meetings and work visitors are not permitted at the Alternate Worksite.
- 5.7 Equipment and Resources. Equipment supplied by OC San is to be used for business purposes only and must be in accordance with the Wireless Electronic Communications Policy. Employees approved for telecommuting must sign an inventory list of all OC San property received, and all items listed shall be returned to OC San in good working order at the time requested by OC San or upon discontinuance of the telecommuting arrangement.
- 5.7.1 In the event of equipment malfunction, loss of power, internet or network connectivity, employees shall notify the supervisor immediately. If it is deemed that the repair period will be lengthy, employees may be asked to report to their Regular Worksite until the repair is completed or the connectivity disruption is resolved.
    - 5.7.1.1 Any work time at the Alternate Worksite that is spent offline due to equipment malfunction or connectivity issues that directly interferes with an employee's tasks and responsibilities shall be recorded on the timecard accurately as leave time.
  - 5.7.2 OC San will not be responsible for costs associated with the setup of an employee's home office, such as remodeling, furniture, lighting, etc.
  - 5.7.3 Business expenses that shall not be allowed include maintenance or repairs of privately-owned equipment, utility costs associated with the use of equipment used remotely, internet access, or supplies. Individual tax implications related to the Alternate Worksite are the sole responsibility of the employee.

- 5.7.4 Employees are expected to ensure the protection of proprietary, private and sensitive information accessible from the Alternate Worksite. Employees shall ensure that only such information as is necessary for the completion of their assignments will be transferred to and/or printed at the Alternate Worksite in a safe and secure manner.
- 5.7.5 Employees are expected to protect OC San-issued equipment from loss or damage. Any suspicious activities, threats or anomalies involving OC San equipment must be immediately reported to management and Information Technology.
- 5.7.6 OC San wireless electronic communication devices and equipment are provided to individuals on an "as needed" basis, as authorized by management, for the purpose of conducting OC San business. Use of these devices is subject to revocation at management's discretion.

## **6.0 EXCEPTIONS**


- 6.1 Any exceptions to this policy must be authorized by the General Manager or designee.

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 This policy does not apply to student and vocational interns or temporary and contract employees.

## **8.0 RELATED DOCUMENTS**

- 8.1 OC San Telecommuting Request and Acknowledgement Form
- 8.2 Policy 3.1.1 Hours of Work, Non-Exempt
- 8.3 Policy 3.1.2 Hours of Work, Exempt
- 8.4 Policy 3.2 Attendance
- 8.5 Policy 3.3 Leave of Absence with Pay
- 8.6 Policy 3.4 Leave of Absence without Pay
- 8.7 Policy 5.1 Rules of Conduct
- 8.8 Policy 5.10 Wireless Electronic Communications
- 8.9 Policy 5.18 Use of OC San Property
- 8.10 Injury Illness Protection Program
- 8.11 ADM-SOP-203 Ergonomic Program

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 5.18</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Use of OC San Property</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

**1.0 PURPOSE**

1.1 The purpose of this policy is to establish uniform guidelines and procedures for the administration, use and disposition of the Orange County Sanitation District's (OC San) property.

**2.0 ORGANIZATIONAL UNITS AFFECTED**

2.1 This policy applies to all employees regardless of their organizational unit.

**3.0 DEFINITIONS**

3.1 OC San Property, for purposes of this policy, includes, but is not limited to: keys, credit cards, scientific equipment, calculators, records, books, cellular phones, OC San-owned vehicles, office telephones, pagers, radios, journals, office equipment and supplies, computers, printers, copy machines, tools, uniforms, employee orientation materials, recyclables, and all other real property which is owned, possessed, or controlled by OC San.

**4.0 POLICY**

4.1 It is OC San policy to maintain the inventory, control and disposition of all OC San Property as defined herein.

4.2 It is OC San policy that no employee shall use or permit the use of OC San Property for personal convenience or profit.

4.3 It is OC San policy that no employee shall use or direct another employee to use OC San paid work time for matters of convenience or profit.

4.4 It is OC San policy that no employee shall remove OC San Property from the premises unless the property is necessary to conduct OC San-related business and prior supervisor approval is obtained.

**5.0 PROCEDURE**

**6.0 EXCEPTIONS**


6.1 OC San Property may be removed from the premises if the property is necessary to conduct OC San-related business by employees while off site. The employee must obtain supervisor approval prior to removing OC San Property (except for OC San-issued cellular phones, pagers and/or radios) from the premises.

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 When an employee separates, all items of OC San Property issued to that employee must be returned or properly accounted for.

## **8.0 RELATED DOCUMENTS**

- 8.1 Policy 5.19, Vehicle Usage

 <b>Orange County Sanitation District</b> <b>Personnel Policies</b>	<b>Policy Number: 5.19</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Vehicle Usage</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

**1.0 PURPOSE**

1.1 The purpose of this policy is to establish uniform guidelines and procedures for the administration, utilization, and disposition of Orange County Sanitation District (OC San) vehicles.

**2.0 ORGANIZATIONAL UNITS AFFECTED**

2.1 This policy applies to individuals who utilize, operate or drive OC San Vehicles, as defined in this policy.

**3.0 DEFINITIONS**

3.1 Authorized Drivers are employees approved by management to utilize, operate or drive OC San Vehicles in compliance with this policy.

3.2 Authorized Passengers are individuals who are approved to accompany authorized drivers to conduct OC San business by a designated OC San employee responsible for granting such approval.

3.4 Carpool involves two or more employees traveling together in a personal vehicle.

3.5 Vanpool involves four or more employees traveling together in a vehicle designated as "vanpool". The maximum number of employees traveling together in a vanpool shall be determined by the vanpool participants.

3.6 Department of Motor Vehicles (DMV) Employer Pull Notice (EPN) Program was established to provide employers and regulatory agencies with a means of promoting driver safety through the ongoing review of driver records.

3.7 Guaranteed Ride Home (GRH) Program provides employees who participate in ridesharing, which includes walking, carpooling, vanpooling, biking, or using public transit; transportation in emergency situations.

3.8 GRH Emergency includes: personal illness/emergency; unexpected illness/emergency of an immediate family member; and emergency or unexpected overtime.

3.8.1 A GHR emergency does not include: personal errands; non-emergency appointments/meetings/doctor visits; voluntary overtime; public transit disruptions or delays for any reason; termination/lay-offs; a ride to work; business travel; inclement weather; any trip where alternate transportation could be arranged in advance; on-the-job injury; mechanical breakdown; in place of a loaner or replacement vanpool vehicle; if vehicle is towed, impounded, or cannot be accessed because of police activity; and being sent home from work early for any reason other than a valid GRH emergency.

- 3.8.2 Each vanpool must designate an alternate driver for when the primary driver is unavailable.
- 3.9 OC San Vehicles are any vehicles owned or leased by OC San and include, but are not limited to, all OC San-owned cars, trucks, vans, carts.
- 3.10 OC San Motorized or Mobile Equipment include, but are not limited to, all OC San owned carts, bicycles, and specialized motorized equipment (i.e. man lift, scissor lift). All equipment in this definition will be referred to as Mobile Equipment as it relates to the policy.
- 3.11 Private Vehicle includes any vehicle that is not owned, rented or leased by OC San.
- 3.12 Pool Vehicles include OC San Vehicles that are available for authorized driver use to conduct OC San business.
- 3.13 Pool Motorized or Mobile Equipment include, but are not limited to, OC San owned carts, bicycles, and specialized motorized equipment (i.e. man lift, scissor lift) that are available for authorized drivers use to conduct OC San business.
- 3.14 Standby is time during which an employee is not required to be at the work location or at the employee's residence but is required to be available and ready for immediate return to work.
- 3.15 Wireless/Electronic Communications pertain to the act of corresponding by way of a computer, phone, or any other similar device or equipment to exchange information through various means including, but not limited to; the internet, voice messages, email messages, online chat rooms, instant messaging, texting, social networking, social media sites, document attachments, or any other type of communication.
- 3.16 Wireless/Electronic Communications Devices & Equipment consist of the tools individuals utilize to engage in wireless/electronic communications and include the following:
  - 3.16.1 Computers, including, but not limited to, desktop personal computers, laptops, tablet computers, smart devices, and any other device that may act as a computer.
  - 3.16.2 Phones, including, but not limited to, landline telephones; mobile phones, such as cellular phones, personal digital devices, or smart devices; and any other device that may act as a phone.

#### **4.0 POLICY**

- 4.1 All employees operating OC San Vehicles shall be required to participate in the DMV EPN Program.
  - 4.1.1 Employees shall complete a DMV authorization form to participate in the DMV EPN Program. Those employees who do not complete the DMV authorization form will not be authorized to operate OCSD Vehicles.
  - 4.1.2 As part of the EPN program, OC San shall verify that an authorized driver has a valid driver's license(s) and that the license(s) is not suspended, restricted, or revoked. Other information reported by DMV may be used to determine an authorized driver's ability to operate a vehicle.
  - 4.1.3 Employees with a class A or B license are automatically added to the EPN

Program. Records of class A and B licenses shall be presented to the California Highway Patrol upon request.

4.2 **License.** While operating an OC San Vehicle or driving a private vehicle on official OC San business, the driver must possess a valid California DMV Driver's License and shall comply with the requirements of the California Vehicle Code and local regulations and ordinances.

4.2.1 The consequences for failing to comply with any law, regulation or ordinance shall be the responsibility of the driver.

4.2.2 Drivers required to operate a commercial vehicle must possess a valid California DMV Commercial Driver's License with the proper endorsements.

4.2.3 **Status Changes Affecting Driver's License**

4.2.3.1 Drivers of OC San Vehicles are required to notify their supervisor, in writing, immediately upon the following:

4.2.3.1.1 If their driver's license is revoked, suspended, restricted, or expired.

4.2.3.1.2 If they are cited for a major moving violation, to include but not limited to, the following:

- Driving under the influence of alcohol, drugs or a combination of both,
- Hit and run,
- Reckless driving,
- Leaving the scene of an accident,
- Eluding or fleeing a police officer, or
- Speed contests or drag racing.

4.2.3.1.3 If they are required by court order to have an Ignition Interlock Device (IID) installed. Human Resources will determine whether or not the employee may operate any OC San vehicle in the course and scope of employment.

4.3 All authorized drivers shall be properly trained in the operation and safety features of the vehicle or mobile equipment that will be used to conduct OC San authorized business prior to the actual use of OC San vehicles or mobile equipment.

4.3.1 Certification is required to operate some, but not all OC San mobile equipment (i.e. forklifts, man lifts). All authorized drivers shall possess a valid mobile equipment operating certificate prior to operating mobile equipment where certification is required.

## 5.0 PROCEDURE

### 5.1 Vehicle Assignments

5.1.1 OC San Vehicles and equipment are assigned to departments depending on business needs. Division management shall designate specific assignments for conducting OC San business.

5.1.2 Pool vehicles are assigned to and managed by Fleet Services for the purpose of providing temporary assigned vehicles for OC San business.



- 5.1.3 OC San Vehicles and equipment shall not be loaned to contractors, other agencies, cities, or other organizations or companies, unless authorized by the General Manager.
- 5.1.4 Only individuals who participate in the DMV EPN Program may drive OC San Vehicles.
- 5.1.5 OC San management may revoke any vehicle assignment at any time. The use of OC San vehicles shall be considered a privilege as employees do not have a right to operate OC San vehicles.

## 5.2 Equipment Assignments

- 5.2.1 OC San Mobile Equipment may be assigned to departments depending on business needs. Division management shall designate specific assignments for conducting OC San business.
- 5.2.2 Pool Mobile Equipment are assigned to and managed by Fleet Services for the purpose of providing temporary assigned Mobile Equipment to conduct OC San business.
- 5.2.3 OC San management may revoke any Mobile Equipment assignment at any time.

## 5.3 Use of Pool Vehicles

- 5.3.1 Pool Vehicles are maintained by Fleet Services for:
  - 5.3.1.1 Use by any authorized driver requiring transportation to conduct OC San business on a trip-by-trip or as-needed basis.
  - 5.3.1.2 Use by any authorized driver while a regularly assigned OC San Vehicle or mobile equipment is undergoing service or repairs.
- 5.3.2 Pool vehicles should not be used for extended out-of-town business unless all other options have been considered and eliminated and Pool Vehicle use is the least costly to OC San.
- 5.3.3 Pool Vehicles may be reserved in advance on a first come first serve basis by submitting an electronic motor pool request to Fleet Services.
- 5.3.4 Overnight use of an OC San Pool Vehicle must have prior approval by an OC San manager level or above. The manager should consider all options (i.e., using private vehicle instead) and shall choose the option that is the least costly to OC San. An authorized driver whose OC San business requires an early morning departure will be allowed to check-out the vehicle the night prior to the travel day.
- 5.3.5 Drivers should avoid parking Pool Vehicles overnight in a public parking facility such as an airport. Costs for airport shuttles, public transportation, or private vehicle use shall be reimbursed in accordance with OC San's Travel Policy.
- 5.3.6 Returned Pool Vehicles shall be refueled when less than one-half (1/2) tank of fuel remains. All trash and personal items must be removed from the Pool Vehicle.

5.3.7 Any mechanical problems shall be reported immediately to Fleet Services.

5.4 **Guaranteed Ride Home (GRH) Program.**

There are two programs: one through OC San and one through Orange County Transportation Authority (OCTA). Rideshare participants who encounter a GRH Emergency should use OC San's program first unless the emergency occurs after business hours and Pool Vehicles are not available' in this case, the OCTA program should be utilized.

5.4.1 **OC San GRH Program.** Rideshare participants may use a Pool Vehicle for transportation when a GRH emergency occurs.

5.4.2 **OCTA GRH Program.** Rideshare participants may use paid transportation (e.g., taxi, Uber, Lyft) for transportation when a GRH emergency occurs after hours when Pool Vehicles are unavailable and can be reimbursed up to two (2) times per year for the transportation costs. See Related Documents for details.

4.6 ***Use of Pool Mobile Equipment***

4.6.8 Pool Mobile Equipment are maintained by Fleet Services for:

4.6.8.1 Use by any authorized driver who has completed Mobile Equipment training and possesses a valid operating certificate if required to conduct OC San business.

4.6.9 Pool Mobile Equipment may be reserved on a first come first serve basis by submitting an electronic motor pool request to Fleet Services.

4.6.10 Returned Pool Mobile Equipment shall be returned clean and ready for immediate use.

4.6.11 Any mechanical problems shall be reported immediately to Fleet Services.

4.7 ***Use of Private Vehicles for OC San Business***

4.8.1 Employees must obtain management approval before using a private vehicle for OC San business.

4.8.2 Employees who use a private vehicle to conduct OC San business must participate in the DMV EPN Program; employees who do not participate in the DMV EPN Program may not drive a private vehicle for OC San business.

4.8.3 Prior to using a private vehicle for OC San business, the employee's private vehicle shall have automobile insurance coverage that meets or exceeds the minimum requirements of the DMV for public liability and property damage. Employees are responsible for ensuring that their private vehicle insurance is valid for business use.

4.8.4 The authorized use of private vehicles to conduct OC San business shall be reimbursed in accordance with OC San's Travel Policy not to exceed the prevailing rate allowed by the Internal Revenue Service.

4.8.5 The employee's private vehicle insurance is the primary insurance on the vehicle.

4.8.6 OC San shall not be responsible for the replacement or repair of any vehicle

used to conduct OC San business that is not owned, rented, or leased by OC San.

#### 4.9 Driver Responsibility

##### 4.9.1 Safety

4.9.1.1 OC San Vehicles shall be operated in compliance with applicable laws/ordinances. The driver shall be responsible for the consequences of failing to comply with any law, regulation, or ordinance, including citations or fines for the following reasons:

- Speeding,
- Failure to stop,
- Failure to obey posted traffic signs,
- Using a wireless/electronic communications device without a hands free option while driving,
- Texting or emailing while driving,
- Toll road fines,
- Failure to wear seat belt, or
- Any other citation or fine that results from the vehicle operator failing to follow proper driving requirements.

4.9.1.2 Drivers and passengers shall use seat belts and shoulder restraints at all times while the vehicle is in motion. No driver shall allow or cause any passenger to ride in or on any vehicle other than in a proper passenger seat equipped with legal seat belts.

4.9.1.3 Drivers are to drive defensively and maintain control of the vehicle at all times and be aware of personal limitations, road conditions, weather, visibility, and traffic.

4.9.1.4 No driver shall operate a vehicle at a speed greater than is reasonable and prudent for the conditions, having due regard for weather and visibility, the traffic on, and the surface and width of, the highway and in no event shall a driver maintain a speed which exceeds posted speed limits or endangers the safety of persons or property.

4.9.1.5 Each driver having custody of an OC San Vehicle shall exercise due caution and prudence in the operation of such vehicle and minimize the risk of damage to such vehicle. Drivers are responsible for the proper operations and use of the vehicle and/or equipment attached to the vehicle. Drivers are responsible for avoiding unnecessary wear and tear on the vehicle such as but not limited to excessive idling.

4.9.1.6 No person will operate an OC San Vehicle while under the influence of alcohol or illegal drugs. Also, over-the-counter or prescription medications that are reasonably known to adversely influence the safe operation of a vehicle are prohibited. In no event shall an authorized driver operate a vehicle under the influence as defined by State Law or applicable motor vehicle codes.

4.9.1.7 No person shall operate OC San Mobile Equipment while under the influence of alcohol or illegal drugs. Also, over-the-counter or prescription medications that are reasonably known to adversely influence the safe

operation of Mobile Equipment are prohibited. In no event shall an authorized driver operate Mobile Equipment under the influence as defined by State law or applicable motor vehicle codes.

4.9.1.8 In inclement weather, rain, fog, etc., drivers are required to turn on vehicle headlights.

4.9.1.9 Drivers are required to ensure that vehicles are not overloaded.

4.9.1.10 Drivers are responsible for the secure placement and proportionate distribution therein of the load to be transported. Whenever the load extends beyond the bed or body of such vehicles, the driver will use clearance flags or signs, properly displayed, indicating a long or wide load, as required by California Vehicle Code.

4.9.1.11 Whenever it is necessary to hook up a trailer to a truck, caution should be exercised and, if needed, the assistance shall be obtained through OC San.

#### 4.9.2 **Accidents**

4.9.2.1 OC San requires individuals to report a wide variety of incidents ranging from loss of OC San property to injuries. All job related incidents or any incident involving OC San property is to be reported within forty-eight (48) hours, no matter how slight.

4.9.2.2 Drivers are required to notify their supervisor and complete a Vehicle Accident Report form, located on OC San's intranet, in the event of a vehicle accident, vehicle damage, vehicle theft, vehicle vandalism, property damage, and other vehicle related incidents. Reports and investigations shall be completed in accordance with the applicable safety policy.

4.9.2.3 An employee involved in a vehicle accident may be prohibited by management from operating an OC San Vehicle until operation is reauthorized by management.

4.9.2.4 All OC San Vehicles have a disposable camera in the glove box. Photographs are required for all vehicle accidents involving OC San Vehicles. Follow the printed instructions on the camera package and forward the camera to Fleet Services after use.

4.9.2.5 Applicable drug testing requirements for drivers involved in accidents shall apply in accordance with OC San's Substance Abuse Policy.

#### 4.9.3 **Personal Use of OC San Vehicles**

4.9.3.1 OC San Vehicles shall be used only for purposes of OC San business and not for personal business or pleasure by any person.

4.9.3.2 Stopping for a meal break or running a personal errand is only allowed if such activity is during the course of official OC San business.

4.9.3.2.1 Time used for a meal break or personal errand is limited to the allocated meal break and rest periods. Such stops shall be in route to the driver's destination or work location.

4.9.3.2.2 OC San Vehicles cannot be used for the sole purpose of personal business.

4.9.3.3 The transportation of personal property within an OC San Vehicle is prohibited with the exception of a driver's lunch or property ordinarily used while conducting OC San business.

4.9.3.4 With the permission of the employee's manager, employees who are assigned to standby may use assigned OC San Vehicles in lieu of private vehicles for transportation to places/events to facilitate their availability during authorized stand-by. However, OC San Vehicles may not be parked at or near bars, casinos, adult entertainment establishments or other locations likely to reflect poorly on OC San.

#### 4.9.4 **Care of Vehicles**

4.9.4.1 Each individual having custody of an OC San Vehicle shall exercise due caution and prudence in the operation of such vehicle and shall minimize the risk of damage to such vehicle.

4.9.4.2 Only OC San related stickers are authorized on OC San Vehicles. Placement of any stickers on OC San Vehicles must be approved by Fleet Services.

4.9.4.3 Drivers are responsible for the proper operation and use of the vehicle or equipment.

4.9.4.4 Drivers are responsible for ensuring that vehicles and equipment are made available to Fleet Services for scheduled service, preventative maintenance or repairs.

4.9.4.5 Employees must submit an electronic motor pool request to Fleet Services for unscheduled service, maintenance or repairs.

4.9.4.6 Drivers are responsible for ensuring that the interior and exterior of assigned vehicles are clean. The exterior should be washed routinely and the interior should be free of trash, dirt, and unnecessary materials.

4.9.4.7 Drivers shall ensure the interior of their assigned vehicle is clean prior to having Fleet Services perform services or repairs.

#### 4.9.5 **OC San Vehicle Parking**

4.9.5.1 OC San Vehicles shall be parked and locked in assigned parking spaces or designated areas.

4.9.5.2 OC San Vehicle keys are to remain in a secure area.

4.9.5.3 OC San Vehicles shall be parked in open OC San parking areas only excluding assigned, visitor, car/vanpool, handicapped, and red or green zone parking spaces.

4.9.5.3.1 Authorized drivers with a Disabled Persons Parking Permit issued by the DMV shall be authorized to use handicapped parking spaces for their assigned OC San Vehicle.

4.9.5.4 Employees assigned to standby or other authorized drivers who are approved to utilize OC San Vehicles overnight shall park OC San Vehicles in a garage, carport, or driveway, whenever possible, and not on a private or public street.

4.9.6 **Private Vehicle Parking**

4.9.6.1 Private vehicles shall be parked in open OC San parking areas only excluding assigned, visitor, car/vanpool, handicapped, and red or green zone parking spaces unless otherwise authorized.

4.9.6.2 OC San parking permits shall be visibly displayed in private vehicles.

4.9.6.3 Private vehicles may not be parked overnight on OC San premises or at OC San pump stations unless authorized in advance by Risk Management.

4.9.7 **Smoking**

4.9.7.1 Smoking is prohibited in OC San owned vehicles.

4.9.8 **Wireless/Electronic Devices & Equipment**

4.9.8.1 Individuals must act in a safe manner and in accordance with applicable laws and ordinances regarding the use of wireless/electronic communications devices and equipment.

4.9.8.2 Employees are prohibited from using wireless/communications devices when operating an OC San Vehicle unless a hands-free device is utilized.

4.9.8.3 A hands-free device can be provided to employees who are issued an OC San wireless/electronic communications device.

4.9.8.4 Employees are prohibited from texting while operating OC San Vehicles.

4.9.8.5 Individuals who utilize their private vehicles and/or personal wireless/communications devices to conduct OC San business must do so in accordance with OC San Policies, Procedures and Standards and adhere to applicable laws and ordinances regarding the use of such devices while driving. The consequences for failing to comply with any law, regulation, or ordinance, shall be the responsibility of the driver.

4.9.9 **Vehicles Not in Use**

4.9.9.1 OC San Vehicles are for use during working hours only. OC San Vehicles shall otherwise be parked and locked at assigned OC San facilities. OC San Vehicle keys shall remain in a secured area. Keys for vehicles assigned to employees may be kept overnight or during the weekend by the employee. OC San Vehicles shall be made available to an assigned department if the employee who is assigned the OC San Vehicle will be gone for any extended period of time.

#### 4.9.10 **Passengers**

4.9.10.1 No one except authorized drivers and authorized passengers may be transported in an OC San Vehicle. Unauthorized passengers, including but not limited to friends, strangers, and family members, are prohibited in OC San Vehicles.

#### 4.9.11 **Toll Roads**

4.9.11.1 Drivers are responsible for ensuring the payment of any toll road expense while operating an OC San or private vehicle. If a notice of violation is received, the employee will be required to pay the fine.

4.9.11.2 Toll road expenses are reimbursable if the costs were incurred while performing official OC San business and the use of a toll road was the most cost efficient option available to reach the destination. Requests for toll road reimbursement must be submitted in accordance with OC San's Travel Policy.

#### 4.9.12 **Roadside Assistance**

4.9.12.1 In the event of a breakdown or interruption to OC San assigned vehicle performance/operation due to, but not limited to, flat tires, lack of fuel, or car accidents; the driver shall follow the procedures outlined below (written procedures are located in the glove box of every OC San Vehicle):

4.9.12.1.1 The assigned driver must call OC San's Control Center to provide notification of the condition and location of the vehicle.

4.9.12.1.2 The Control Center will contact the OC San towing agency and provide the agency with the driver's contact information.

4.9.12.1.3 The towing agency will meet the driver at the specified location to repair the vehicle to drivable condition, where applicable (e.g. replace tire, provide fuel).

4.9.12.1.4 In the event the vehicle is inoperable, the Control Center will instruct the towing agency to arrive at Fleet Services at Plant No. 1. Operations will provide the driver of the towing agency with the keys to an emergency back-up vehicle.

4.9.12.1.5 The vehicle will be delivered to the location of the inoperable vehicle and the inoperable vehicle will be transported to Fleet Services at Plant No. 1 by the towing agency.

#### 4.9.13 **Contract Worker Use of OC San Vehicles and Mobile Equipment**

4.9.13.1 Contract workers are prohibited from operating OC San Vehicles at any time, unless authorized by the General Manager. A vehicle is identified as any car, truck, or Mobile Equipment where the operator must possess a state issued drivers license.

- 4.9.13.2 Contract workers are prohibited from operating OC San Mobile Equipment on public roadways, unless authorized by the General Manager. Mobile or Motorized Equipment operation is allowed on non-public roadways.

## 5.0 PROCEDURES

## 6.0 EXCEPTIONS

- 6.1 Employees are responsible for compliance with all applicable provisions of this policy when using OC San or private vehicles to conduct OC San business. For purposes of this policy the actual driver shall be the responsible party.
- 6.2 As applicable, the same provisions that apply to drivers shall also apply to equipment, bicycle and cart operators.
- 6.3 Drivers are responsible for the costs of any ticket, citation, and/or any other liability that may be imposed due to a violation of law, regulation, and/or ordinance as a result of their operation of a vehicle.
- 6.4 It is the responsibility of supervisory personnel to ensure this policy is understood by employees under their immediate supervision or authority. **Automatic Vehicle Location (AVL) System**
  - 6.4.1 OC San Vehicles may be equipped with an AVL monitoring device to assure proper maintenance and use. The system enables OC San to generate various reports and notifications regarding the use, location and servicing requirements of vehicles. Individuals are prohibited from tampering with the AVL system or devices.
  - 6.4.2 OC San may utilize data collected through the AVL system as part of an administrative investigation or discipline of its employees pertaining to issues that may arise associated with abuse of the vehicle, inappropriate use of time, unsafe driving, speeding or other misconduct.


## 7.0 PROVISIONS AND CONDITIONS

## 8.0 RELATED DOCUMENTS

- 8.1 DMV Authorization Form
- 8.2 DMV Employer Pull Notice Program
- 8.3 California Vehicle Code
- 8.4 Guidelines on Automatic Vehicle Location (AVL) System
- 8.5 OCTA GRH Program Overview (accessible on OC San intranet Rideshare Perks page)
- 8.6 OCTA GRH Reimbursement Claim Form (accessible on OC San intranet Rideshare Perks page)
- 8.7 Policy 5.1, Rules of Conduct
- 8.8 Policy 5.6, Travel Policy



- 8.9 Policy 5.10, Wireless/Electronic Communications
- 8.10 Policy 5.18, Use of OC San Property
- 8.11 Policy 5.20, Substance Abuse
- 8.12 SAFETY-POL-202, Accident Investigations
- 8.13 SAFETY-POL-208, Workplace Security Policy
- 8.14 Vehicle Accident Report Form

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 5.20</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Substance Abuse</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 To establish and maintain a drug and alcohol-free workplace.
- 1.2 To reduce the incidences of accidental injury to person or property.
- 1.3 To reduce absenteeism, tardiness, and indifferent job performance.
- 1.4 To provide assistance towards rehabilitation for any employee who seeks Orange County Sanitation District (OC San) help in overcoming addiction to, dependence on or problems with alcohol or drugs.
- 1.5 To maintain a work environment free of alcohol and drug related performance problems, accidents, and injuries.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all OC San employees, regardless of their organizational unit. Additionally, all persons who perform any services for OC San, regardless of their employment status, are subject to the provisions of this policy while on OC San property or while performing OC San business.

## 3.0 DEFINITIONS

- 3.1 Criminal Drug Statute - Any state or federal criminal law involving the manufacture, distribution, dispensation, use, or possession of a controlled substance.
- 3.2 Illegal Drugs - Any drug (a) that is not legally obtainable or (b) that is legally obtainable but has not been legally obtained. The term includes, but is not limited to, cocaine, crystal methamphetamine, heroin, and PCP. It includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes. It includes controlled substances as defined in the federal Controlled Substance Act. It also includes any substance, which a person holds out to another as an illegal drug, whether or not the substance itself is illegal.
- 3.3 Legal Drugs - Legal drugs include prescribed drugs and over-the-counter drugs, which have been legally obtained and are being used for the purpose for which they were prescribed and manufactured.
- 3.4 Need to Know - A term applied to persons who may reasonably be expected to base administrative managerial, or supervisory activity on a given piece of information to which they would not be otherwise entitled.
- 3.5 Paraphernalia - Drug paraphernalia may include pipes, hypodermic needles, bongos, rolling papers, and other items used in the ingestion, consumption, or the preparation for

consumption of illegal drugs.

- 3.6 Reasonable Suspicion - Is a belief, based on objective facts or specific personal observations sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol.
- 3.7 Under the Influence - Having the presence of any detectable level of drugs in the body or an alcohol concentration level of .02% or greater.
- 3.8 Controlled Substance – a drug or chemical whose manufacture, possession, or use is regulated under state and/or federal law.

#### **4.0 POLICY**

- 4.1 It is the policy of OC San to maintain a safe workplace, which is free of alcohol, marijuana and illegal possession and/or use of drugs. OC San is firmly committed to achieving a drug free workplace and will continue making a good faith effort to achieve an alcohol and drug free workplace by consistently enforcing every element of this policy.

#### **5.0 PROCEDURE**

##### **5.1 ILLEGAL DRUGS**

- 5.1.1 The sale, purchase, offer to sell or purchase, use, manufacture, distribution, dispensation, or possession of, or being under the influence of, Illegal Drugs during OC San time, or while engaged in OC San business, or on, or in, OC San premises, or property, is prohibited.
- 5.1.2 No employee shall bring drug paraphernalia onto OC San premises or property or into OC San vehicles.

##### **5.2 OTHER DRUGS**

- 5.2.1 If an employee has any question or concern as to his or her ability to safely perform the duties of his or her job while taking a legal prescription drug, the employee has an affirmative obligation to report the use of that drug to his/her supervisor, division management, Risk Management or Human Resources staff.
- 5.2.2 Upon receiving such notification, the employee may be temporarily assigned to alternative work duties and/or asked to provide a release to OC San from the employee's physician for a determination of the employee's ability to work while using that drug.
- 5.2.3 An employee may continue to perform his or her regularly assigned job duties, while taking a legal prescription drug, if OC San has determined, on a case-by-case basis, after consulting with the employee's physician, that the employee does not pose a threat to the employee's own safety or to the safety of co-workers, and that the employee's job performance is not adversely affected by the legal prescription drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by management, such as adhering to an employer initiated fitness for duty testing.

##### **5.3 ALCOHOL AND MARIJUANA**

- 5.3.1 No alcoholic beverages or recreational marijuana may be brought onto or

consumed on OC San time or property or while wearing an OC San identifiable uniform.

#### **5.4 PROHIBITION AGAINST EMPLOYEES HAVING ILLEGAL DRUGS, MARIJUANA OR ALCOHOL IN THEIR BODIES DURING WORKING TIME**

5.4.1 All employees of OC San are expected to report for work with no residue or metabolite of Illegal Drugs or marijuana in the body or alcohol concentration level of .02% or greater. Employees must not have any residue or metabolite of Illegal Drugs or marijuana in the body or alcohol concentration level of .02% or greater at any time while on the job. Compliance with these rules is considered an essential job qualification for all employees.

5.4.1.1 Employees still under the influence of a medication legally prescribed to them that cause a loss of motor skill, reaction time, or decision making must report the use to their supervisor.

5.4.2 When an alcohol screen test indicates an alcohol concentration level of .02% or greater, the employee will be prohibited from performing the duties of his or her job for twenty-four (24) hours. Employees may also face disciplinary action for being under the influence of alcohol if they test positive for alcohol concentration of .02% or greater, subject to the exceptions set forth in Section 14.0.

5.4.3 When a marijuana screen test indicates a marijuana concentration of any amount, the employee will be prohibited from performing the duties of his or her job for twenty-four (24) hours. Employees may also face disciplinary action for being under the influence of marijuana if they test positive for marijuana.

5.4.4 Employees may be subject to discipline up to and including termination for any marijuana test indicating any amount of marijuana or alcohol screen test that indicates an alcohol concentration level of .02% or greater. Refer to Section 14.3 for further information on alcohol screen tests.

#### **5.5 ENFORCEMENT OF RULE PROHIBITING EMPLOYEES FROM HAVING ILLEGAL DRUGS OR ALCOHOL IN THEIR BODIES DURING WORK TIME**

##### **5.5.1 POST-EMPLOYMENT OFFER ALCOHOL/DRUG SCREENING**

5.5.1.1 After OC San extends a conditional employment offer to a candidate selected through a recruitment process, it will require the prospective employee to pass an alcohol/drug screen test, for specific job classifications, administered by a medical facility designated by OC San.

5.5.1.2 Any prospective employee refusing to submit to such examination shall not be hired by OC San.

5.5.1.3 Any prospective employee failing the alcohol/drug screen test shall be rejected from further consideration from employment with OC San for at least six (6) months.

##### **5.5 REASONABLE SUSPICION ALCOHOL/DRUG SCREENING**

5.5.1 Reasonable suspicion shall be determined by a supervisor or manager and, where possible, corroborated by a trained Human Resources representative or other trained management representative.

- 5.5.2 Specific personal observations must be based on a supervisor, manager, or Human Resources representative's direct observations and not hearsay.
- 5.5.3 Objective facts and specific personal observations may be based upon, but are not limited to, the following:
  - 5.5.3.1 Direct observations of substance abuse or symptoms of being under the influence such as: an employee's manner, disposition, muscular movement, appearance, behavior, speech, or breath odor.
  - 5.5.3.2 An employee's possession or use of Illegal Drugs, recreational marijuana, alcohol, or Paraphernalia while on duty, in the workplace or on OC San property, including evidence that an employee has used, possessed, sold, solicited, or transferred drugs while on duty or while on OC San property or while operating an OC San vehicle, machinery, or equipment that is the property of or leased/rented by OC San.
- 5.5.4 The objective facts and specific personal observations upon which reasonable suspicion is based must be documented.
- 5.5.5 When OC San has a reasonable suspicion that an employee is under the influence of drugs or alcohol, the employee shall be required to undergo an alcohol/drug screen test as soon as reasonably achievable. Prior to being transported to the alcohol/drug screen test facility, employees will be given a copy of this policy and informed of their rights to contact an employee representative.
  - 5.5.5.1 An employee's refusal to submit to an alcohol/drug screen test may constitute insubordination and the employee may be subject to discipline up to and including termination.
  - 5.5.5.2 Any employee failing such a test, or who tampers with the test specimen, may be subject to discipline up to and including termination.
  - 5.5.5.3 The Human Resources Department shall arrange for the employee to be transported to the testing facility and then driven home. The employee shall not be permitted to drive while subject to reasonable suspicion testing.
- 5.5.6 Reasonable Suspicion Training
  - 5.5.6.1 OC San shall ensure that managers, supervisors, Human Resources and Risk Management representatives, and/or other designated staff receive training on reasonable suspicion. The training shall include, but will not be limited to, the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

**5.6 POST ACCIDENT TESTING**

- 5.6.1 An employee who directly contributes to a job-related accident or an accident involving OC San property shall be subject to a drug/alcohol screen test as soon as practicable when the accident results in:
  - 5.6.1.1 A fatality;

- 5.6.1.2 The issuance of a citation under State or local law for a moving traffic violation and bodily injury that requires immediate medical treatment away from the scene; or
- 5.6.1.3 The issuance of a citation under State or local law for a moving traffic violation and disabling damage to any vehicle that requires tow away.
- 5.6.1.4 Property damage that occurs on OC San facilities and there is a direct observations of substance abuse or symptoms of being under the influence such as: an employee's manner, disposition, muscular movement, appearance, behavior, speech, or breath odor.

## 5.7 **EMPLOYEE ASSISTANCE PROGRAM**

- 5.7.1 OC San policy is to help employees with substance abuse problems who voluntarily seek assistance. Accordingly, OC San provides a method by which employees may come to management without fear of reprisal and seek assistance.
- 5.7.2 Any employee who feels that he or she has developed an addiction to, dependence upon or problem with the use of alcohol or drugs, is encouraged to seek assistance. Assistance may be sought by writing in confidence to, or asking for a personal appointment with the Director of Human Resources.
  - 5.7.2.1 Each request for assistance shall be treated as confidential. Only those persons with a need to know shall be made aware of such requests.
- 5.7.3 Human Resources shall refer employees seeking assistance to an appropriate treatment organization.
- 5.7.4 Rehabilitation is the responsibility of the employee, but any employee seeking medical attention for alcoholism or drug addiction shall be entitled to benefits available under OC San's group medical insurance plans with the restrictions and limits stated in the applicable plan summary. Employees on rehabilitation leave shall be subject to the extended Medical Leave and General Leave of Absence provisions in OC San's Personnel Policies and Procedures.
- 5.7.5 To be eligible for continued employment after rehabilitation, the employee must provide certification that he/she was continuously enrolled in a treatment program and actively participated in that program.
  - 5.7.5.1 Any employee suffering from an alcohol or drug problem who rejects treatment or who leaves a treatment program prior to being properly discharged therefrom shall be dismissed from employment with OC San.
- 5.7.6 Any employee returning to active employment from rehabilitation shall be required to sign a Return to Work Agreement providing:
  - 5.7.6.1 Unannounced testing for a minimum of twelve (12) months to ensure that the employee is free from the alcohol or drug problem.
  - 5.7.6.2 Notice that failure of, or refusal to take, such a test during this period shall constitute just cause for immediate dismissal of the employee.

5.7.6.3 Notice that the employee shall maintain an acceptable attendance and performance record and comply with all other OC San policies upon his/her return to work. Failure to maintain an acceptable attendance and performance record shall constitute just cause for immediate dismissal.

5.7.7 No disciplinary action shall be taken against any employee who, for the first occurrence, comes forward to OC San with his/her problem prior to 1) OC San becoming aware of a violation of the drug and alcohol policy, or 2) a request by OC San to undergo drug testing. However, once OC San learns of a violation of the drug and alcohol policy or the employee tests positive in a drug test, or if there is a reoccurring problem, OC San is not obligated to grant the employee General Leave for rehabilitation. All testing procedures shall be in conformance with National Institute on Drug Abuse standards, and shall be conducted at a reasonable time at OC San's expense.

## 5.8 **INSPECTIONS**

5.8.1 In order to ensure the safety of the workplace and the workforce, and to protect and preserve OC San's property, OC San may from time to time inspect OC San's vehicles, tool boxes, lockers, desks, file cabinets and other OC San property.

5.8.2 These inspections may not be announced and employees should have no expectation of privacy with respect to items brought onto OC San property and/or stored in such OC San facilities.

5.8.3 It is a condition of employment for employees to cooperate with these inspections. Refusal to consent to such an inspection amounts to insubordination and may constitute cause for termination.

5.8.4 A representative from Human Resources must be present during any inspection of OC San property due to a reasonable suspicion that the Substance Abuse policy has been violated.

## 5.9 **DRUG CONVICTIONS**

5.9.1 All OC San employees or persons performing services for OC San who are convicted under a criminal drug statute for a violation occurring in the workplace are required to notify the Human Resources Department in writing within five (5) calendar days after such conviction.

5.9.2 Pursuant to the Drug Free Workplace Act, the Human Resources Department shall notify the appropriate contracting authority within ten (10) calendar days after learning of an individual's drug conviction from either the individual or any other source. Within thirty (30) calendar days of learning of an individual's drug conviction, OC San shall take appropriate corrective action.

## 5.10 **DEPARTMENT OF TRANSPORTATION (DOT) REGULATIONS**

5.10.1 Every driver who operates a commercial motor vehicle in interstate or intrastate commerce, and is subject to the commercial driver's license requirements of the Department of Transportation (DOT), Federal Highway Administration CFR Part 382 is subject to OC San's Anti-Drug and Alcohol Program. OC San will ensure that all alcohol or controlled substances testing conducted under the Substance Abuse and Alcohol Misuse Plan complies with the procedures set forth in CFR

Part 40.

5.10.2 Any employee promoted, reassigned or transferred into a classification subject to the Department of Transportation requirements will be required to successfully complete alcohol and controlled substance testing prior to assuming the position.

5.11 **DRUG FREE AWARENESS PROGRAM**

5.11.1 OC San shall require all employees to attend biannual Reasonable Suspicion Training which shall include a module on Drug Free Awareness informing employees about the dangers of drug abuse in the workplace, OC San's Substance Abuse Policy, available counseling, rehabilitation, and employee assistance programs available through OC San, and the penalties for violating OC San's Substance Abuse Policy.

5.12 **POLICY DISTRIBUTION**

5.12.1 Copies of this policy shall be disseminated to current employees in biannual Prevention of Workplace Violence training and later hired employees in New Employee Orientation. Acknowledgement forms shall be included with the policy copy to be signed by employees and filed in personnel files. Temporary/contract workers shall receive a copy of this policy and an acknowledgment form through their employers. Signed temporary/contract worker acknowledgement forms shall be filed in the Human Resources Department.

5.13 **DISCIPLINARY ACTION**

5.13.1 Except as otherwise provided in Section 5.7, violation of the Substance Abuse Policy may result in disciplinary action, up to and including termination, even for a first offense.

**6.0 EXCEPTIONS**

6.1 If any portion of this policy is found to be at variance with the provisions of an approved Memorandum of Understanding (MOU), the MOU provisions shall prevail with respect to employees in the affected bargaining unit.

6.2 It will not be considered a violation of this policy for employees to store sealed alcoholic beverages in their personal vehicle as long as such storage is out of public view and does not remain in the vehicle for more than the period of one (1) consecutive work day. Further, sealed alcoholic beverages must remain in the employee's vehicle out of public view at all times while on OCSD property.

6.3 If an alcohol screen test indicates an alcohol concentration level of .02% or greater but less than .04%, the employee will not be subject to discipline if the following conditions apply:

6.3.1 The employee holds a position that is not subject to DOT regulations; and

6.3.2 It is the first time the employee has received an alcohol screen test indicating an alcohol concentration level of .02% or greater.

**7.0 PROVISIONS AND CONDITIONS**

7.1 No employee shall be eligible for rehabilitation under the employee assistance program




more than one time. The reoccurrence of an alcohol or drug problem shall be cause for dismissal.

- 7.2 Under no circumstances shall the testing process be delayed due to the unavailability of an employee representative.

## **8.0 RELATED DOCUMENTS**

- 8.1 OC San's Substance Abuse and Alcohol Misuse Plan - DOT CFR Part 40
- 8.2 Drug Free Workplace Act
- 8.3 Substance Abuse Policy Acknowledgement Forms
- 8.4 Reasonable Suspicion Checklist
- 8.5 Policy 1.4, Recruitment & Selection
- 8.6 Policy 4.8, Employee Assistance Program
- 8.7 Policy 5.1, Rules of Conduct
- 8.8 Policy 5.2, Discipline
- 8.9 Policy 5.19, Vehicle Usage
- 8.10 Safety Policy 202 – (Accident Investigation and Reporting)
- 8.11 The Americans with Disabilities Act Amendments Act of 2008

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 5.21</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Smoking</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 This policy has been developed to protect employees and the general public from the dangers of second-hand smoke and the potential hazards associated with ignition sources near plant process areas or pump stations.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all Orange County Sanitation District (OC San) employees, contractors, and the general public who are on OC San property.

## 3.0 DEFINITIONS

- 3.1 Plant Process Areas – An area, structure or pipe within OC San facilities where wastewater, biosolids, digester gas, or grit are collected, treated, stored, transported or discharge to include all OC San pump stations.
- 3.2 OC San Vehicles – All OC San owned or leased cars, trucks, carts, bicycles, and special motorized equipment.
- 3.3 Designated Smoking Areas – Locations where smoking is permitted.
- 3.4 Smoking – The inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. This includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

## 4.0 POLICY

### 4.2 GENERAL INFORMATION

- 4.2.1 OC San provides designated smoking areas that meet regulatory requirements and the operational needs of the organization. This policy defines employee, contractor, and general public conduct as it relates to smoking in or on all OC San property.

### 4.3 EMPLOYEE, CONTRACTOR AND PUBLIC CONDUCT

- 4.3.1 Smoking on or in all OC San property is only permitted in designated smoking areas.
- 4.3.2 OC San employee, contractor, or member of the general public shall not smoke in an OC San building or vehicle.

- 4.3.3 Failure to comply with this policy may result in to the following:
  - 4.3.3.1 Progressive disciplinary action for OC San employees, which may result in termination for repeated violations.
  - 4.3.3.2 Prohibition of offending contractor personnel from working in an OC San public building, facility or vehicle and/or termination of the contract.
  - 4.3.3.3 Prohibition of an offending member of the general public from remaining in the affected OC San public building or vehicle.
  - 4.3.3.4 Prohibition from coming on to OC San sites.

**4.4 LOCATING DESIGNATED SMOKING AREAS**

- 4.4.1 All designated smoking areas shall be clearly marked.
- 4.4.2 All designated smoking areas shall be located outdoors and at least 20 feet from any building entrance, exit, and/or operable window of an OC San building and within 20 feet of a building ventilation system intake.
- 4.4.3 Cigarette butt receptacles will be provided by and maintained by OC San.

**5.0 PROCEDURE**


- 5.2 Maps of designated smoking areas shall be maintained by the Risk Management Division and the information shall be posted on OC San’s intranet.
- 5.3 Employees are required to contact their immediate supervisor or manager if there are any concerns regarding this policy.

**6.0 EXCEPTIONS**

**7.0 PROVISIONS AND CONDITIONS**

**8.0 RELATED DOCUMENTS**

- 8.2 California Health and Safety Code § 118885
- 8.3 California Code of Regulations § 5184
- 8.4 California Labor Code, Sections 6400-6413.5
- 8.5 Policy 5.2, Discipline
- 8.6 Policy 5.19, Vehicle Usage

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 6.1</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Appraisal of Performance</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for the appraisal of employee performance. The performance appraisal provides a communication tool for discussing, planning, and evaluating the performance of each regular employee.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all Orange County Sanitation District (OC San) employees regardless of their organizational unit.

## 3.0 DEFINITIONS

## 4.0 POLICY

- 4.1 It is OC San's policy and management's philosophy to establish an effective level of communication that offers consistent and continuing feedback on performance expectations and achievements that will provide an environment in which our employees can perform to the best of their abilities. A performance appraisal program has been developed to provide a structure that will support the accomplishment of that goal. Important principles of the program include:
- 4.1.1 OC San's overall mission is enhanced by establishing a connection between that mission and individual employees' responsibilities and objectives.
  - 4.1.2 Recognizing employee strengths and identifying areas that may represent opportunities for improvement will affect current performance as well as enhance career potential.
  - 4.1.3 Every individual has primary responsibility for their own performance and development.
  - 4.1.4 The key role of the supervisor is to support an employee's efforts to maximize their own contribution and potential.
  - 4.1.5 Employees are required to perform the essential job functions required for the class specification they possess.

## 5.0 PROCEDURE

- 5.1 Employees shall receive performance appraisals while on probation and in six (6) and twelve (12) month increments according to their performance appraisal cycle.

- 5.2 New employees will receive a performance appraisal at the close of their initial probationary period to determine their suitability for continued employment with OC San. An evaluation should also occur midway through the probationary period, unless otherwise stipulated by an employee's affiliated bargaining unit Memorandum of Understanding, to ensure that performance expectations have been properly communicated and established. This will also offer an opportunity for both the employee and the supervisor to more effectively evaluate the desirability of continuing the employment relationship.
- 5.3 Employees who are transferred, reassigned, or promoted similarly receive a performance appraisal midway through, and at the conclusion of their probationary period.
- 5.4 Employees who fail to perform the essential job functions and maintain satisfactory performance may be subject to a Performance Improvement Plan (PIP).


## **6.0 EXCEPTIONS**

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 Supervisors and managers will be notified by the Human Resources Department of all evaluations that must be completed.

## **8.0 RELATED DOCUMENTS**

- 8.1 Performance Management Program Guidelines

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 6.2</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Open Communications</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for maintaining open communications.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all current employees regardless of their organizational unit.

## 3.0 DEFINITIONS

## 4.0 POLICY

- 4.1 Our organization cannot successfully achieve our individual and collective missions without effective communications. Orange County Sanitation District's (OC San) management will continually strive to provide a work environment throughout the organization that accomplishes this goal by encouraging open dialogue. Consequently, it is OC San's goal to maintain open communications in accordance with the procedures of this policy.

## 5.0 PROCEDURE


- 5.1 The most important working relationship occurs between an employee and his or her supervisor. For this relationship to remain effective, supervisors and managers must be aware of employee concerns. It is therefore very important for employees to openly discuss their ideas, concerns and suggestions with management. It is equally important that managers and supervisors actively listen to employees' ideas and suggestions, and particularly their concerns.
- 5.2 OC San believes that employees should be informed about OC San activities and issues that affect them, and should be provided with the information that they need to best perform their jobs. It is OC San's goal to foster an environment that encourages the flow of information and ideas among individuals at all levels.
- 5.3 To encourage open communications, OC San has established various communication outlets such as the intranet, email blasts and various other publications. These communications vehicles are also being used to answer questions relative to policies or management decisions. Constructive criticisms are also encouraged, and should suggest a remedy if appropriate.
- 5.4 OC San encourages an "open door" policy and management is dedicated to keeping employees informed of plans and processes. The General Manager regularly schedules

meetings with both exempt and non-exempt employees to create a forum where ideas and suggestions are exchanged.

**6.0 EXCEPTIONS**

**7.0 PROVISIONS AND CONDITIONS**

**8.0 RELATED DOCUMENTS**

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 6.3</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Privacy Information &amp; Human Resources Records</b>	<b>Supersedes: September 26, 2018</b>
<b>Approved by: General Manager</b>	

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for receiving and retaining employee information so that the Orange County Sanitation District (OC San) can make appropriate management decisions, administer programs, and satisfy compliance requirements.
- 1.2 Establish rules of conduct for any person involved in the design, development, operation, or maintenance of any system of records.
- 1.3 Establish uniform guidelines and procedures for accessing Human Resources records.
- 1.4 Establish uniform guidelines and procedures for maintaining the privacy of personal information within established regulations.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all current Orange County Sanitation District (OC San) employees regardless of the organizational unit.

## 3.0 DEFINITIONS

- 3.1 Record – Recorded information, regardless of format.
- 3.2 Confidential Information – Information that requires a business “need-to-know”, restricted use, or is sensitive in nature is considered confidential information. Generally, OC San technical data, proprietary, customer, and personnel related information is confidential. Personnel related information includes, but is not limited to, medical, recruitment, disciplinary, and performance related information. Once information becomes generally available to the public, it is no longer considered confidential. Contact the Human Resources Department if there are questions.
- 3.3 Human Resources Records (Personnel, Medical and Similar Files) – OC San’s permanent record of employee personal data and employment history.



## **4.0 POLICY**

- 4.1 An employee's personnel, medical, or similar file is OC San's permanent record of that individual's personal data and employment history, and as such is to be accurately maintained and treated confidentially, to the extent allowed by law.
- 4.2 OC San treats personal information about employees as confidential and respects the need for protecting each employee's privacy by enforcing secure information handling procedures on the part of all personnel whose job duties involve gathering, retaining, using, or releasing personal information about OC San employees.
- 4.3 OC San collects and retains only such personal information as it needs to make appropriate management decisions, administer programs, and satisfy compliance requirements. OC San takes all possible steps to make sure that all personal and job-related information about employees is accurate, complete, and relevant for the intended purpose.
- 4.4 Employee information is considered confidential and will not be disclosed to internal or external parties without a business need-to-know. Internal use shall be limited to those officers and employees of the organization that maintain confidential records or who have a need for the information in the performance of their duties. If there is a question of whether certain information is considered confidential, the employee should first check with the Human Resources Department.
- 4.5 Employees have the right to informational privacy and the guarantee of certain privacy rights, such as the right to be free from defamatory statements. OC San prohibits the unauthorized gathering, dissemination, or misuse of sensitive and confidential information. This provision includes the unwarranted disclosure of the individual's private life outside the realm of legitimate business or public interest, which would be construed as offensive and objectionable to a reasonable person of ordinary sensibilities.
- 4.6 Employees have a personal responsibility to limit the disclosure of their own sensitive and confidential information outside the context of "business necessity," such as non-job related medical information. If there is a question of whether certain information is deemed a business necessity, the employee should contact the Human Resources Department.
- 4.7 Pursuant to the Confidentiality of Medical Information Act (CMIA) and the Health Insurance Portability and Accountability Act (HIPAA), OC San will adhere to strict confidentiality requirements in accordance with OC San's HIPAA procedures manual with respect to any medical information that has been obtained about an employee. Medical information is any individually identifiable health information that is transmitted or maintained in any form or medium, including electronically, on paper, or orally.

## **5.0 PROCEDURE**

### **5.1 Security and Storage of Records**

- 5.1.1 Employees who are required to gather, retain, use, or release personal record information about other employees shall treat that information as confidential. Secure handling procedures shall be used with personal employee information at all times to ensure the highest integrity of such information.

- 5.1.2 All paper based documents relating to OC San's personnel record system are kept in secure, locked files in the Human Resources Department. These files are accessible only to authorized Human Resources Department staff and executives, managers and supervisors who have a valid, demonstrable need to obtain specific information from an employee's personnel record. Employees are also granted access to their personnel files and records in accordance with access procedures outlined Memorandums of Understanding (MOUs) and section 5.3 of this policy. All personnel files must remain in the Human Resources Department at all times.
- 5.1.3 All employee medical information is kept separately from personnel files in secure, locked medical record files in the Risk Management Division. All managers and supervisors are required to forward original medical documentation pertinent to an OC San employee, to the Risk Management Division. Access to Medical Records is tightly controlled. Unless there is a business necessity, medical information about an employee is supplied only to the employee's designated physician in accordance with the employee's specific written request.

## 5.2 Accuracy of Basic Employee Information

- 5.2.1 Maintenance of an employee's payroll status, insurance coverage, and other benefit entitlements is dependent upon accurate information.
- 5.2.2 Employees are responsible for immediately notifying the Human Resources Department of any changes in their personal status, including, but not limited to the following categories:
- Name
  - Telephone Number
  - Home Address
  - Emergency Contact Information

## 5.3 Access to Personnel Records

### 5.3.1 *Internal Disclosures and Uses of Personnel File Information*

- 5.3.1.1 Managers/Supervisors: Managers and supervisors may only have access to personal employee information and personnel files on a business need-to-know basis. A manager or supervisor considering the hire of a former employee or transfer/promotion of a current employee may be granted access to the appropriate personnel file.
- 5.3.1.2 Current and Former Employees: Employees can review and obtain copies of the information contained in their own personnel file. OC San reserves the right to remove certain sensitive documents, including pre-employment background reports; letters of reference; and management planning documents such as succession or promotion plans. Current and former employees interested in reviewing and/or obtaining copies of items contained in their personnel file should contact the Human Resources Department and provide at least a three-day notice requesting to schedule a mutually convenient time for an appointment. Personnel files may not be

taken outside of the Human Resources Department. A Human Resources Department representative shall always be present while an employee is examining his/her personnel file.

- 5.3.1.3 Accuracy of Information: If an employee has concerns about the accuracy, completeness or fairness of materials contained in personnel files, the employee may submit a written request to the Director of Human Resources for review of the information in question. The Director of Human Resources will judge the merits of the request and will respond to the employee.

### 5.3.2 External Disclosures and Uses of Personnel File Information

- 5.3.2.1 Employment Verifications: OC San will verify, to non-governmental agencies, the employment status (e.g. dates of employment and positions held) of former or current employees. No other information will be provided unless OC San has received a written request to do so from the employee involved.
- 5.3.2.2 Pre-employment Verifications: OC San will ensure that all inquiries into an applicant's privacy are narrowly tailored to ascertain the applicant's ability to perform the essential duties of the position and intrude as minimally as possible into their private affairs. In no situation will an applicant be disqualified from entering or pursuing a profession, vocation, or employment because of sex, sexual orientation, race, creed, color, national origin, or any other legally protected classification. Hiring decisions are made on a case-by-case basis, which include the totality of an applicant's background within the guidelines of the law. All information received will follow the guidelines set forth in Security and Storage of Records section.
- 5.3.2.3 Bargaining Units: OC San will provide to the union representing an employee information related to the employee's seniority date, job classification, wage rate, hours of employment, benefit information and such other data as OC San deems necessary and appropriate in support of the collective bargaining process. OC San will also provide such other personal and confidential information as the employee shall direct OC San to disclose.
- 5.3.2.4 Governmental Agencies: On occasion, OC San must provide information and data from its personnel records and files to federal, state and local government agencies in accordance with recordkeeping and reporting requirements imposed by such agencies. In instances where representatives of government or law enforcement agencies request information beyond that which is normally required, the decision to provide the information will be made at the discretion of the Human Resources Department.


## 6.0 EXCEPTIONS

## 7.0 PROVISIONS AND CONDITIONS

- 7.1 E-mail, Internet, and other records maintained on OC San computers are not generally considered confidential employee records.

## **8.0 RELATED DOCUMENTS**

- 8.1 California Constitution
- 8.2 California Public Records Act, Government Code Section 6250-6270
- 8.3 Confidentiality of Medical Information Act, Civil Code 56
- 8.4 Health Insurance Portability and Accountability Act 42 U.S.C 1301
- 8.5 Policy 5.10, Wireless/Electronic Communications (WEC)
- 8.6 Policy 5.20, Substance Abuse
- 8.7 Safety-SOP-101.4: Access to Employee Medical Records

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 6.4</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Problem Solving Procedure</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for application of Orange County Sanitation District's (OC San's) Problem Solving Procedure.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all OC San employees in all organizational units and departments, unless otherwise specified.

## 3.0 DEFINITIONS

## 4.0 POLICY

- 4.1 It is OC San's policy to encourage and facilitate the resolution of employee concerns in a responsive, timely and fair manner.

## 5.0 PROCEDURE

- 5.1 Employees may bring problems to the attention of management through the Problem-Solving Procedure. This procedure may be used to attempt to resolve issues that are not subject to the Grievance Procedure.
- 5.2 The problem solving procedure consists of the following steps, unless otherwise stipulated by an employee's affiliated bargaining unit Memorandum of Understanding (MOU).
- 5.3 **Step 1.** Employees must submit concerns in writing to their supervisor, or designee, within ten (10) days of the occurrence of the event giving rise to the complaint or within ten (10) days from the time that the employee became aware of such event. The supervisor, or designee, will review the situation or decision, and provide a written response within five (5) business days from the date they were notified of the problem.
- 5.4 **Step 2.** If the problem is not resolved to the employee's satisfaction, a written statement concerning the problem may be filed with the Director of Human Resources or designee, within ten (10) business days of receipt of the supervisor's decision. Upon request by either party, a meeting may be held to define issues and establish the remedies sought. The employee will be provided with a written response within ten (10) business days after his/her statement is received. Time limits may be extended for cause upon mutual consent of the parties. The decision of the Director of Human Resources, or designee, is final.


## **6.0 EXCEPTIONS**

- 6.1 This procedure is not applicable to issues subject to the Grievance Procedure.
- 6.2 This procedure is not applicable to discipline imposed under Policy 5.2, Discipline.

## **7.0 PROVISIONS AND CONDITIONS**

## **8.0 RELATED DOCUMENTS**

- 8.1 Policy 6.5, Grievance Procedure

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 6.5</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Grievance Procedure</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for use in administration of Orange County Sanitation District's (OC San) Grievance Procedure.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all OC San employees in all organizational units and departments unless otherwise specified.

## 3.0 DEFINITIONS

- 3.1 Grievance is a complaint that management has violated a specific written provision of a Memorandum of Understanding (MOU).

## 4.0 POLICY

- 4.1 It is the policy of OC San to allow a Grievance to be brought to the attention of OC San by an individual employee or by a recognized employee organization.

## 5.0 PROCEDURE

- 5.1 Employees are encouraged, prior to bringing forward a formal Grievance, to discuss the issue with the Director of Human Resources, or designee, in an effort to bring about an informal resolution.
- 5.2 Grievances brought by two (2) or more employees, and concerning the same incident, issue, or course of conduct, or multiple Grievances brought by the same employee may, upon mutual agreement between OC San and the employees or recognized employee organization, be consolidated for the purposes of this procedure. An employee shall have the right to be represented at all steps of the Grievance Procedure by another employee within the same employee group or by a representative of the recognized employee organization.
- 5.3 Any reference to days in this article implies business days.
- 5.4 A copy of each written communication on a Grievance will be filed with the Director of Human Resources or designee, unless otherwise specified by an employee's affiliated bargaining unit MOU.
- 5.5 The Grievance procedure shall consist of the following steps, unless otherwise stipulated by an employee's affiliated bargaining unit MOU.
- 5.5.1 **Step 1.** An employee who has a complaint shall attempt to resolve it with his/her immediate supervisor, or designee, within five (5) days of the occurrence of the event giving rise to the complaint. The supervisor, or designee, shall attempt to

resolve the issues surrounding the complaint, and respond to the employee within five (5) days.

5.5.2 **Step 2.** If the Grievance is not settled informally at Step 1, it may be presented in writing to the employee's Division Manager or designee, with a copy provided to the Director of Human Resources or designee. This request for formal review must be presented on a form provided by OC San within five (5) days of the conclusion of Step 1. The written Grievance must:

5.5.2.1 Identify the specific management act to be reviewed;

5.5.2.2 Specify how the employee was adversely affected;

5.5.2.3 List the specific provisions of the MOU that were allegedly violated, and state how they were violated;

5.5.2.4 Specify the remedy requested;

5.5.2.5 Provide the date of attempts at informal resolution and the name of the supervisor or individual involved.

5.5.3 The Division Manager, or designee, shall respond in writing to the employee within ten (10) days after the date the Grievance is received.

5.5.4 **Step 3.** If a Grievance is not settled under Step 1 or 2, it may be presented to the employee's Department Director, or designee, for review and written response. The request for formal review must be presented on a form provided by OC San within five (5) days of the conclusion of Step 1 or 2, and must contain the information specified in Step 2. The employee's Department Director, or designee, shall respond in writing to the employee within ten (10) days after the date the Grievance is received.

5.5.5 **Step 4.** If the Grievance cannot be resolved under Step 3, it may be presented to the Assistant General Manager, or designee, within five (5) days from the date the Step 3 finding was issued. The Assistant General Manager, or designee, shall respond in writing to the employee within ten (10) days after the date the Grievance is received.

5.5.6 **Step 5.** Appeal to the General Manager, or designee, is the final step in the Grievance Procedure. If the Grievance cannot be resolved under Step 4, it may be presented to the General Manager, or designee, on a form provided by OC San within five (5) days from the date the Step 4 finding was issued. The General Manager, or designee, shall respond in writing to the employee within ten (10) days after the date the Grievance is received. The decision of the General Manager, or designee, is final.

5.6 Failure of a management representative to respond within the prescribed time limit shall provide a basis for the employee to appeal to the next step. If a Grievance is not presented or appealed to the next level within the specified time limits, it shall be considered settled on the basis of the preceding response. The Director of Human Resources may be petitioned in writing to waive the step or time requirements provided sufficient cause exists. Time limits may also be extended at any step by the applicable OC San representative responding to the Grievance.



## **6.0 EXCEPTIONS**

6.1 A Grievance may not be brought by OC San through this procedure.


## **7.0 PROVISIONS AND CONDITIONS**

7.1 General Provisions. An employee shall be given reasonable time off, with advance approval of his or her supervisor or designee, to investigate and process a Grievance. When an employee is represented by a recognized employee organization, that organization may designate one (1) employee to investigate and process the Grievance. The employee representative shall be given reasonable time off, with the advance approval of his or her supervisor or designee, to perform this duty. Time off for investigating and processing a Grievance shall be without loss of pay. Absence from work will be approved only if it does not disrupt OC San's operations. If the time requested cannot be provided, another time will be arranged.

7.2 Discipline imposed under Policy 5.2, Discipline is not reviewable as a Grievance under this procedure.

## **8.0 RELATED DOCUMENTS**

8.1 Policy 6.4, Problem Solving

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 6.6</b>
	<b>Effective Date: March 22, 2022</b>
<b>Subject: Diversity, Equity, and Inclusion</b>	<b>Supersedes: February 23, 2022</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 To ensure OC San maintains a diverse, equitable, and inclusive workplace through objective and consistent standards, rules, programs, procedures, and practices. This policy covers all aspects of employment including, but not limited to, recruitment, hiring, job assignment, promotion, employee benefits, conditions of employment, compensation, transfer, discipline, training, work environment, and termination of employment.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all OC San employees, job applicants, and all persons who perform services for OC San, including interns, volunteers, and persons working under contract.

## 3.0 DEFINITIONS

- 3.1 Discrimination is the unfavorable or unfair treatment of a person in the work environment, based on a legally protected class (as described below).
- 3.2 Diversity is the collective differences and similarities that include individual characteristics, values, beliefs, experiences, backgrounds, preferences, and behaviors that comprise the OC San workforce.
- 3.3 Equity refers to a state where rules, programs, procedures, and practices are applied uniformly regardless of race, color, religion, sex (including pregnancy, childbirth, and breastfeeding), sexual orientation, age, national origin, ancestry, actual or perceived disability, medical condition, genetic information, military and veteran status, marital status, gender, gender identity, gender expression, exercise of rights relating to any legally-provided leave of absence, or any other legally protected basis.
- 3.4 Harassment is defined as: (1) conditioning the granting or denial of employment benefits on the acceptance of unwanted verbal or physical conduct, or (2) creation of a hostile work environment through verbal, physical or visual conduct based on a legally protected class that is severe or pervasive and interferes with an employee's ability to do his or her job.
- 3.5 Inclusion is involving people from a range of different social and ethnic backgrounds, where individuals have equal access to opportunities and resources; where rules, policies, and procedures are applied uniformly; and where the OC San workforce can contribute fully to the organization's success regardless of race, color, religion, sex (including pregnancy, childbirth, and breastfeeding), sexual orientation, age, national origin, ancestry, actual or perceived disability, medical condition, genetic information, military and veteran status, marital status, gender, gender identity, gender expression,

exercise of rights relating to any legally-provided leave of absence, or any other legally protected basis.

3.6 Legally Protected Class includes race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, and breastfeeding), gender, gender identity, gender expression, age (40 years or older), sexual orientation, military and veteran status, and exercise of rights relating to any legally-provided leave of absence.

3.7 Sex includes, but is not limited to, pregnancy or medical conditions related to pregnancy, childbirth or medical conditions related to childbirth, breastfeeding or medical conditions related to breastfeeding. "Sex" also includes, but is not limited to, a person's gender.

#### **4.0 POLICY**

4.1 OC San is an Equal Opportunity Employer and maintains a diverse, equitable, and inclusive workplace through objective and consistent standards, rules, programs, procedures, practices, and established Core Values. Equal opportunity shall apply to all aspects of the employment relationship, including, but not limited to, hiring, promotions, training and development, working conditions, compensation, benefits, and discipline.

4.2 All OC San employees, contractors, interns, volunteers, and temporary workers are expected to comply with this policy and all procedures to maintain a diverse, equitable, and inclusive work environment.

#### **5.0 PROCEDURE**

5.1 All employees are required to interact in a professional, respectful, and courteous manner, in accordance with Core Values, and apply the standards, rules, programs, procedures, practices, in an objective and impartial manner regardless of race, color, religion, sex (including pregnancy, childbirth, and breastfeeding), sexual orientation, age, national origin, ancestry, actual or perceived disability, medical condition, genetic information, military and veteran status, marital status, gender, gender identity, gender expression, exercise of rights relating to any legally-provided leave of absence, or any other legally protected basis.

5.2 Managers and supervisors are required to monitor the workplace, recognize conduct potentially in violation of this policy, report any such observations, and take appropriate action to address unacceptable behavior.

5.3 Managers and supervisors who receive reports of policy violations from other employees must take all such complaints seriously and provide timely and appropriate follow-up to include reporting the complaint to the Human Resources Department.

5.4 Employees who believe they have been subjected to conduct or have observed conduct prohibited by this policy are expected to immediately report the matter, verbally or in writing, to his or her manager or supervisor, or to the Human Resources Department..

#### **6.0 EXCEPTIONS**


6.1 Any employee who knowingly files a false and malicious report or complaint, as opposed to a complaint which, even if erroneous, is made in good faith; or anyone who

fails to report an actual or perceived form of harassment or discrimination as outlined in this policy, may be subject to appropriate disciplinary action, up to and including termination.

## **7.0 PROVISIONS AND CONDITIONS**

## **8.0 RELATED DOCUMENTS**

- 8.1 U.S. and California State Constitutions
- 8.2 Title VII of the Civil Rights Act of 1964
- 8.3 California Fair Employment and Housing Act
- 8.4 OC San Core Values
- 8.5 Policy 1.1, Harassment & Discrimination
- 8.6 Policy 1.2, Retaliation & Whistleblowing
- 8.7 Policy 1.4, Recruitment & Selection
- 8.8 Policy 2.1, Classification & Compensation
- 8.9 Policy 4.1, Insurance
- 8.10 Policy 4.10, Employee Development
- 8.11 Policy 5.1, Rules of Conduct
- 8.12 Policy 5.2, Discipline
- 8.13 Policy 6.1, Appraisal of Performance
- 8.14 Policy 6.2, Open Communication
- 8.15 Policy 6.4, Problem Solving
- 8.16 Policy 6.5, Grievance Procedure

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 7.1</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: Miscellaneous Provisions</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

**1.0 PURPOSE**

1.1. The purpose of this policy is to establish the uniform guidelines and procedures for use in the development and administration of Orange County Sanitation District's (OC San) Personnel Policies and Procedures Manual.

**2.0 ORGANIZATIONAL UNITS AFFECTED**

2.1 All Orange County Sanitation District employees.

**3.0 DEFINITIONS**

**4.0 POLICY**


4.1 The General Manager, or his or her designee, is authorized to develop, administer, modify and amend written OC San personnel policies and procedures in order to augment, clarify or otherwise provide for the proper implementation of the provisions of OC San's personnel policies and procedures, resolutions, rules and regulations adopted by the Board of Directors.

**5.0 PROCEDURE**

**6.0 EXCEPTIONS**

**7.0 PROVISIONS AND CONDITIONS**

**8.0 RELATED DOCUMENTS**

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 7.2</b>
	<b>Effective Date: March 22, 2023</b>
<b>Subject: IDEA Program</b>	<b>Supersedes: September 26, 2018</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for the Incentives (for) OC San's Employees Achievements (IDEA) Program.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 This policy applies to all Orange County Sanitation District (OC San) employees up to and including first-line supervisors regardless of organizational unit.

## 3.0 DEFINITIONS

- 3.1 Custodian refers to a member of the IDEA Committee who is assigned to coordinate the processing, evaluation, and review of a proposal.
- 3.2 Proofing Period refers to a period of time during which the IDEA Committee may monitor the implementation of an IDEA proposal for the purposes of determining cost savings and potential award incentive.

## 4.0 POLICY

- 4.1 It is the policy of OC San to recognize and reward employees' suggestions and ideas for enhancing or improving OC San procedures on working conditions, work methods (practices), or OSHA compliance.

## 5.0 PROCEDURE

- 5.1 Each IDEA proposal should be submitted on a separate IDEA form through the Program's Intranet site.
- 5.2 All pertinent attachments should be included with each submission.
- 5.3 All completed IDEA forms should include specific information describing how the proposal could be accomplished in sufficient detail to permit an adequate evaluation of the proposal.
- 5.4 All completed forms shall be submitted to the IDEA Screening Committee through the Program's Intranet site.
- 5.5 Once the IDEA Screening Committee receives a completed IDEA form, a tracking number will be assigned and this number will become visible on the Program's Intranet site.

- 5.6 The tracking number should be referenced whenever following up on the IDEA proposal.
- 5.7 An IDEA proposal should be submitted no later than sixty (60) days after implementation to be considered for award.
- 5.8 A member of the IDEA Screening Committee will be assigned as a Custodian to coordinate review of each IDEA submittal.
- 5.9 Prior to submission, an applicant must consult with the relevant Management representative on the viability of an IDEA proposal.
- 5.10 If additional information about the submission is requested by the IDEA Screening Committee, the employee has sixty (60) days from the date of request to comply with this information or the IDEA proposal will be considered void. If this additional information requires an extended period of time to accumulate, the employee can request an extension through IDEA Screening Committee.
  - 5.10.1 All safety-related IDEA proposals will be directed to the Risk Management Division.
  - 5.10.2 A safety-related IDEA proposal may receive a Safety Award or it may be directed to the IDEA Screening Committee for compliance evaluation.
  - 5.10.3 If an employee identifies a hazard that could lead to injury, it is the employee's responsibility to report the unsafe practice or condition to their immediate supervisor.
- 5.11 Upon approval, the IDEA Screening Committee may monitor implementation during a proofing period to determine potential benefits. Once any proofing period is completed, the Custodian shall prompt the IDEA Screening Committee for award determination.

## **6.0 EXCEPTIONS**

- 6.1 Proposals Not Eligible for Award:
  - 6.1.1 Ideas that are developed as part of the applicant's normal job function.
  - 6.1.2 Suggestions that current policies or procedures be followed.
  - 6.1.3 Ideas that are a result of OCSD studies or initiatives.
  - 6.1.4 Suggestions to adopt or accelerate adoption of current industry trends.
  - 6.1.5 Suggestions for purchase of equipment from a different vendor at a lower price.
  - 6.1.6 Ideas related to compensation, employee benefits, or conditions of employment.
  - 6.1.7 A previously denied idea.
  - 6.1.8 Suggestions solely for adding monitoring points to the Supervisory Control and Data Acquisition system.
  - 6.1.9 Ideas related to an Engineering project or on-going design effort.

- 6.1.10 Ideas related to an area that is in the process of being refurbished or decommissioned within the savings period.

## **7.0 PROVISIONS AND CONDITIONS**

### **7.1 IDEA Screening Committee Functions**

- 7.1.1 The IDEA Screening Committee will include at least one (1) representative from each department, including a representative from the Risk Management Division.
- 7.1.2 The IDEA Screening Committee will evaluate projects, approve or deny IDEA proposals, interact with the other divisions, and establish award amounts for successful IDEA proposals. All IDEA proposals approved by the IDEA Screening Committee will need final approval by the General Manager or designee.
- 7.1.3 The IDEA Screening Committee will meet monthly to evaluate IDEA proposals submitted the previous month.
- 7.1.4 The employee(s) submitting the IDEA proposal will be notified by the IDEA Screening Committee if their IDEA proposal is approved, denied, or considered ineligible.

### **7.2 Approval/Denial Criteria**

- 7.2.1 The following criteria shall be used for approving or denying an IDEA proposal:
  - 7.2.1.1 Utility
  - 7.2.1.2 Economic viability
  - 7.2.1.3 Reductions in materials, supplies, equipment or work hours
  - 7.2.1.4 Effect on plant reliability
  - 7.2.1.5 Effect on individual departments
  - 7.2.1.6 Effect on processes
  - 7.2.1.7 Impact on budgets and implementation cost
  - 7.2.1.8 Intangible benefits such as improved adherence to safety compliance, better method, higher employee morale, improved service, improved public relations
  - 7.2.1.9 The IDEA proposal is beyond the scope of the employee's normal duties and responsibilities
  - 7.2.1.10 Unique nature or innovative value

### **7.3 Awards and Recognition**

- 7.3.1 Successful IDEA proposals that are determined by the IDEA Screening Committee to offer cost savings will be eligible for an award equivalent of 10 percent of the initial first year's projected savings—up to a maximum of \$4,000.



- 7.3.2 Approved IDEA proposals with intangible benefits may be awarded in sum amounts up to \$500 as deemed appropriate by the IDEA Screening Committee. Approved team-project proposal awards will be shared equally by the employees whose signatures appear on the submitted IDEA proposal form. In some cases, non-monetary compensation will also be considered.
- 7.3.3 All decisions regarding proposal eligibility or award amounts shall be final and at the discretion of the IDEA Screening Committee and General Manager or designee.
- 7.3.4 This policy does not obligate OC San to adopt any proposals submitted nor does it entitle employees to a monetary award.

## **8.0 RELATED DOCUMENTS**

- 8.1 Procedures and Forms – IDEA
- 8.2 Safety-POL-101: Injury & Illness Prevention Program.