

PERSONNEL POLICY FOR SALARIED EMPLOYEES

IV DISCIPLINE

The tenure of District employee shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action commensurate with the seriousness of the offense and with due consideration to the employee's prior performance record. ~~In addition, employees shall so arrange their personal financial affairs so that credit and collection agencies will not have to make use of the offices of the District, or Manager for the purpose of making collection. Failure on the part of employees to meet their just obligations shall be grounds for adequate and appropriate disciplinary action or dismissal.~~

The following procedures shall be followed when, in the judgment of the Manager, a salaried, non-probationary employee has committed an act or omission that justifies the disciplinary action indicated. Examples of the conduct that could be grounds for such disciplinary action include incompetency, inefficiency, dishonesty, misconduct, insubordination, or failure to observe District rules and regulations.

- A. Notice of Intent to Take Disciplinary Action: Notice of the proposed disciplinary action shall be served on and signed by the employee and **Assistant General Manager or the General Manager when the employee is a manager**, and placed in the employee's personnel file. **For the purpose of Sections A. through C. of this policy only, the term "Assistant General Manager" shall include the General Manager if the employee is a manager.** Such Notice of Intent to Take Disciplinary Action shall be served upon the employee personally, whenever possible, and shall include:
1. A statement of the nature of the disciplinary action.
 2. A statement of the charges upon which the disciplinary action is proposed, and copies of the material on which it is based.
 3. A statement advising the employee of his or her Skelly rights to respond to the charges either orally in a predisciplinary (Skelly) hearing, or in writing; such response must be made within 14 calendar days after receipt of the Notice of Intent to Take Disciplinary Action.
- B. Skelly Hearings: Each salaried, non-probationary employee has a right to a predisciplinary hearing concerning a proposed termination, demotion, reduction in pay, or suspension. If the employee chooses to exercise his or her Skelly rights, said hearing shall occur within **fourteen (14)** calendar days of a response to the Notice of Intent to Take Disciplinary Action, and shall be heard by **the Assistant General Manager and District Counsel**, if necessary. The employee shall have the right to be represented by counsel at any such hearing. Exercise of Skelly rights shall not preclude the employee from exercising his or her right of appeal. **If the employee does not respond or upon conclusion of the Predisciplinary hearing, the Assistant General Manager shall, within fourteen (14) calendar days, by written notice to the employee and the supervisor, affirm, reduce, or abandon the proposed disciplinary action. If the decision is to abandon all action, the notice of intended disciplinary action shall be removed from all personnel files.**
- C. Notice of Disciplinary Action: If the ~~District~~-**Assistant General Manager** determines that an employee shall be demoted, suspended, discharged, or have a reduction in pay, the ~~District~~-**Assistant General Manager** shall issue a Notice of Disciplinary Action which shall contain the effective date of the action, full and complete written reasons for such disciplinary action, and any supporting documents or evidence. If the Union represented the employee in the matter, or if the employee specifically directs, the Union shall be provided a copy of the Notice.
- D. Appeal to General Manager: **A regular employee who has been discharged, demoted, reduced in salary, or suspended without pay may appeal the Assistant General Manager's decision in writing to the General Manager within fourteen (14) calendar days of receipt of the Notice of Disciplinary Action. In the case of a manager, District Counsel shall appoint an impartial Hearing Officer to conduct the hearing on the behalf of the District. (For the purposes of Sections D. and E. of this**

Policy only, the term "General Manager" shall include a Hearing Officer if one has been appointed, as applicable.) Within fourteen (14) calendar days of receipt of an appeal, the General Manager shall schedule a hearing. The employee, at the individual's expense, the Assistant General Manager and the General Manager may be represented by counsel and may call witnesses. The technical rules of evidence shall not be applicable to the hearing however, hearsay alone shall not be sufficient to sustain a finding of fact. The hearing shall be tape recorded unless the employee requests and makes arrangements for a stenographic reporter. If a stenographic reporter is used, the District shall pay one-half of the fee for such reporter. Any transcripts requested shall be paid for by the party requesting the transcript. Within fourteen (14) calendar days of that hearing, the General Manager shall deliver a written decision to the employee.

- E. Procedures for Appeal of Disciplinary Action to MRWMD Board of Directors: ~~Any non-probationary employee shall have the right to appeal any disciplinary action other than a reprimand or disciplinary probation to the Board of Directors, by delivering a written appeal to the General Manager within seven (7) calendar days after the employee's receipt of the Notice of Disciplinary Action. Within fourteen (14) calendar days of receipt of an appeal, a hearing shall be scheduled. The hearing shall be conducted by the Board or the Board Chair, in his or her discretion, may appoint a committee of less than a quorum of the Board's members to conduct such a hearing and report, in closed session, its findings and recommendations. The following procedures shall apply to the appeal~~ Any non-probationary regular employee who has been discharged, demoted, reduced in salary, or suspended without pay for more than three (3) days may appeal the Hearing Officer's decision to the Board of Directors, by delivering a written appeal to the General Manager within fourteen (14) calendar days after the employee's receipt of the written decision from the Hearing Officer. Within fourteen (14) calendar days of receipt of an appeal, a hearing shall be scheduled. The hearing shall be conducted by the Board or the Board Chair, in his or her discretion, may appoint a committee of less than a quorum of the Board's members to conduct such a hearing and report, in closed session, its findings and recommendations. Appeal can be made only upon the following grounds:
- (a) That the procedures set forth in the Personnel Policies have not been followed;
 - (b) That the action was taken solely because of discriminatory practices;
 - (c) That the action taken was not in accord with the facts;
 - (d) That the grounds for the action taken are without merit or unfounded.

The following procedures shall apply to the appeal:

1. The hearing shall be in closed session, unless the appealing employee requests a public hearing, provided, however, if the hearing is to be conducted by a committee of the Board, the hearing shall be in closed session.
2. The employee, at the individual's expense, and the General Manager may be represented by counsel, ~~call witnesses and question the witnesses of the other party.~~
3. Board review shall be based on the record of the proceedings before the General Manager, with no new testimony taken, and the final determination of the General Manager.
4. Each party may submit written argument to the Board. The written argument shall not exceed fifteen (15) 8 ½ x 11 inch typewritten pages, and shall be submitted at least seven (7) calendar days before the hearing for inclusion in Board agenda materials. If such written argument is not received within this time frame it shall be deemed waived.
5. Each party shall be allotted thirty (30) minutes for presentation of the oral argument to the Board.

36. The hearing shall be tape recorded unless the employee requests and makes arrangements for a stenographic reporter. If a stenographic reporter is used, MRWMD shall pay one-half of the fees for such reporter. Any transcripts requested shall be paid for by the party requesting the same.
- ~~4. The technical rules of evidence shall not be applicable to the hearing; however, hearsay alone shall not be sufficient to sustain a finding of fact.~~
57. Not later than seven (7) calendar days after the completion of the hearing, each party may submit written argument to the Board or the committee that conducted the hearing. The written argument shall not exceed twenty (20) 8 ½ x 11 inch typewritten pages. If such written argument is not received within this time frame, it shall be deemed waived.
68. The decision of the Board of Directors shall be made within (21) calendar days of the hearing, provided, however, if the hearing was conducted by a committee of the Board, the committee shall report to the Board, in closed session, at the first meeting of the Board scheduled after twenty-one (21) calendar days of the hearing, its findings and recommendation and the decision of the Board of Directors shall be made within fourteen (14) calendar days thereafter. The decision of the Board shall be final at that time.
79. The Board of Directors may affirm, reverse or modify the decision of the General Manager.
810. No action shall be brought in Superior Court to challenge the Board of Directors' decision more than ninety (90) days after that decision becomes final.

E. Disciplinary Actions

1. Oral Reprimand: A verbal reprimand is not made a part of the employee's permanent personnel file.
2. Written Reprimand: A written reprimand shall be recorded, signed by the employee and Manager, and placed in the employee's personnel file. Three years from the date of reprimand, said reprimand shall be removed from the employee's file.
3. Disciplinary Probation: An employee placed on disciplinary probation shall accrue vacation and sick leave time. However, the employee shall not accrue earned time for step advancement or promotion while on such probation. Disciplinary probation shall be not less than three (3) months nor for more than six (6) months. Persons placed on disciplinary probation may be terminated for failure to meet job requirements, including conduct that might normally be grounds for a different disciplinary action.
4. Reduction in Pay: As a result of a disciplinary action, the Manager may reduce an employee's pay one or more steps. The employee shall be given a Notice of Disciplinary Action pursuant to Subsection C which shall include notification of all conditions which must be met in order to receive his or her normal salary.
5. Demotion: Such action shall be pursuant to conditions specified in a Notice of Disciplinary Action (per Subsection C hereinabove). Factors leading to demotion shall include:
 - a) An employee whose ability to perform required duties falls below acceptable standards.
 - b) For any other reasonable grounds as approved by Manager.No employee shall be demoted to a classification for which he or she does not possess the minimum qualifications.
6. Suspension: Such action shall be pursuant to conditions specified in a Notice of Disciplinary Action (per Subsection C hereinabove). The maximum period of suspension shall be twenty (20) working days.
7. Discharge or Dismissal: Notice of Disciplinary Action shall be given the employee, pursuant to provisions of Subsection C. An employee who has been discharged from District service shall be paid accrued vacation and earned compensating time.

VII. BENEFITS

A. Vacations:

1. Eligibility: Each regular employee shall be eligible for an annual vacation with full pay after the first year of employment. The amount of vacation time earned each year shall increase with the length of employment as follows:

After Hire	10 days per year	After 8 Years	18 days per year
After 4 Years:	15 days per year	After 9 Years	19 days per year
After 6 Years	16 days per year	After 10 Years	20 days per year
After 7 Years	17 days per year	After 15 Years	22 days per year

2. Scheduling: From March 1 through March 15, employees may submit requests for vacation for the six-month period of May 1 through October 31. From September 1 through September 15, employees may submit requests for vacation for the six-month period of November 1 through April 30. After said "windows" are closed, vacations will be granted on the basis of seniority within classifications with due regard for the needs of the District. Such scheduling is intended for vacation requests of one week or longer. Requests not submitted in this manner shall be scheduled by the General Manager with due regard for the wishes of the employees or General Manager, and the needs of the District. Supervisors will endeavor to approve requests within 48 hours after submission. In the case of the General Manager, vacations shall be scheduled by action of the Board of Directors.
 3. The maximum amount of vacation time that may be carried over to a new calendar year shall be the amount an employee is entitled to accrue in two (2) anniversary years. In December of each year, employees shall convert vacation hours that will be over the maximum to pay or convert the excess hours to compensating time off (up to 160 hours) or management leave (up to 160 hours) provided they have taken at least five (5) full days of vacation during that calendar year. If an employee has more than two years of vacation at the beginning of the year, the employee will stop accruing vacation until he/she has taken at least ten (10) days of vacation.
- ### B. Sick Leave: Sick leave shall be allowed employees only in case of necessity, when required by actual sickness or disability.
1. Sick leave with full pay shall be credited to every employee at the rate of eight (8) hours for each month of service, with no limit on accumulation. No compensation for unused sick leave shall be granted any employee when his employment is terminated for any reason, except for PERS retirement conversion or disability retirement.
 2. Sick leave shall be charged against an employee's credit only for regular working days and shall not be charged for time absent on holidays or other authorized days off.
 3. Sick leave shall not be granted to an employee for sickness or injury incurred while gainfully employed elsewhere.
 4. When sickness or injury is job incurred the regulation of the State Compensation Insurance Fund shall apply.
 5. In order to be granted sick leave for any period of time, the employee shall notify his/her immediate supervisor, or in his/her absence, office personnel prior to the time established for reporting to work for that period, of his inability to report for work and the reason therefore. In the case of a bona fide emergency, the employee shall call as soon as possible.
 6. When an employee requests more than three (3) consecutive days of sick leave or more than four (4) days of sick leave in any consecutive thirty (30) day period, said employee may be required to file with his immediate superior a certificate by a physician stating the justification for such absence. If the employee can return to light duty only, a doctor's release shall be provided detailing work limitations so that the District can determine if said light duty is available.
 7. If an employee has a physician-verified illness or injury (chronic or long-term) and does not have sufficient leave to cover the necessary time off, employees may donate their leave time for another employee's use. Board approval authorizing the donation, shall be required. The General Manager may

authorize, without Board approval, employee donations if the donated time considered is other than sick time.

8. **Family Illness:** In case of illness in the immediate family sick leave may be used, not to exceed twelve (12) working days per fiscal year. In the case of critical illness, "immediate family" shall mean the employee's spouse, child, parent, grandparents, brother, sister, or spouse's parents. "Critical illness" shall mean an illness where death appears imminent to the attending physician. At the request of the General Manager, the employee shall furnish satisfactory evidence of such critical illness. In the case of non-critical illness, "immediate family" shall mean the employee's spouse, child, or parent. In either case, it can also include other close relations (subject to the approval of the General Manager), including a domestic partner, if that relation is residing in employee's household.

9. **Sick Leave Conversion:** In December of each year, an employee who has an accrued sick leave balance of 350 hours or more as of November 30th, can elect to convert up to three (3) days of sick leave to vacation leave. Such conversion shall be irrevocable and shall be subject to all of the rules and procedures regarding vacation accrual, eligibility, and administration of vacation leave.

C. **Bereavement Leave:** In case of death in the immediate family sick leave may be used, not to exceed twelve (12) working days per fiscal year. In addition, each employee is provided a maximum of three (3) paid bereavement days per calendar year. In the case of death "immediate family" shall mean the employee's spouse, child, parent, grandparents, brother, sister, or spouse's parents. It can also include other close relations (subject to the approval of the General Manager), including a domestic partner, if that relation is residing in employee's household.

D. **Doctor and Dentist Appointments:**

1. With the exception of workers' compensation-related appointments scheduled by the District's worker compensation administrators or their representatives, medical and dental appointments shall not be on District time.
2. Time off for an appointment must be taken as sick leave, vacation, compensating time, or, with supervisory approval, made up during the week of the appointment.
3. Initial emergency treatment for on-the-job injuries shall not be deducted.
4. Appointments, whenever possible, should be scheduled at the beginning or end of the work day in order to minimize the disruption to District operations.
5. Except in case of an emergency, appointments must be scheduled and approved in advance by your supervisor on a leave slip.