

MOJAVE DESERT RCD

PERSONNEL POLICY MANUAL

**ADOPTED
JUNE 2, 2005**

SECTION 1. GENERAL PROVISIONS

A. Policy Statement

It is the policy of the Mojave Desert Resource Conservation District (MDRCD) to provide equal employment opportunities to all persons without regard to race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex, sexual orientation, pregnancy or any other classification protected by law, and to promote this policy through a program of affirmative personnel action.

B. Purpose of Personnel Policies

The effective provision of quality services requires positive relationships and goodwill between the Board of Directors (Board), the District Coordinator, and the staff. The Personnel Policies are developed to define the elements of these relationships in the belief that clear exposition of rights and responsibilities will facilitate positive relationships and goodwill.

C. Entire Agreement

This Personnel Policy handbook contains the policies and practices in effect at the time of publication. All previously issued handbooks and any inconsistent policies, benefit statements or memoranda are expressly superseded.

This Personnel Policy handbook sets forth the entire agreement between the employee and the MDRCD as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this handbook, or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

D. General Responsibilities

The Board represents the MDRCD's interests, conviction, leadership and functions as the final administrative authority and as the policy making body for the MDRCD. The Board hires a District Coordinator who is responsible for the implementation and administration of Board Policy and MDRCD projects. The District Coordinator hires staff who is responsible to carry out tasks assigned by the District Coordinator.

E. Revisions to Personnel Policies

To preserve the ability to meet the MDRCD's needs under changing conditions, the Board may modify, augment, delete or revoke any and all policies and practice statements in this handbook at any time. The Board and District Coordinator may request revisions to the Personnel Policies.

The District Coordinator shall notify staff of changes and review and discuss those changes with staff. All staff will receive a copy of revised Policies and sign a receipt to be filed in employee files.

SECTION 2. EMPLOYEE RELATIONS

A. Equal Employment Opportunity/ADA Policy

The MDRCD is an equal opportunity employer and makes employment decisions on the basis of merit. The MDRCD wants the best qualified person for each job. MDRCD policy prohibits unlawful discrimination based on race, color, sex, religious or political affiliation, creed, citizenship

status, military service status, pregnancy, age, national origin ancestry, medical condition, physical or mental disability, sexual orientation, or any other basis protected by federal, state or local laws.

The MDRCD is committed to accommodating all applicable laws, which provide for equal employment opportunities. This commitment applies to all persons involved in the operations of the MDRCD and prohibits unlawful discrimination by any employee of the MDRCD.

To comply with the laws ensuring equal employment opportunities to qualified individuals with a disability, the MDRCD will make reasonable accommodations for the known physical or mental limitations of employees or applicants who are otherwise qualified to safely perform all of the essential functions of their position unless undue hardship would result.

If an employee believes they have been subjected to any form of unlawful discrimination, they must provide a written complaint to the District Coordinator or a Board member of their choice. The complaint should be specific and should include the names of the individuals involved and the names of any witnesses. The MDRCD will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. If it is determined that unlawful discrimination has occurred, the MDRCD will take the appropriate disciplinary action relative to the severity of the offense. Furthermore, the MDRCD will take additional steps, if required, to prevent any future discrimination. The MDRCD will not retaliate against any employee for filing a complaint and will not knowingly permit retaliation by management, employees or co-workers.

B. Harassment

POLICY AGAINST HARASSMENT: As part of its commitment to equal employment opportunity, the MDRCD strictly prohibits harassment of employees in the workplace based on race, color, national origin, ancestry, religion, sex, marital status, age, physical or mental disability, or medical condition. Employees should treat other employees with respect and dignity in a manner that does not offend the sensibilities of any coworker.

SEXUAL HARASSMENT:

Sexual harassment and any conduct that may be construed as sexual harassment is unlawful and specifically prohibited. Such conduct exposes not only the MDRCD, but also the individuals involved in that conduct, to significant liability under the law. Accordingly, the MDRCD's management is committed to vigorously enforcing its Sexual Harassment Policy at all levels within the MDRCD.

This policy applies to everyone who works for the MDRCD in any capacity, including all employees, supervisors, administrators, managers, board members, clients and other personnel at the workplace. All MDRCD personnel are expected to avoid any conduct that could be construed as harassment by any employee. Appropriate corrective action will be taken against all offenders, including discipline or discharge of any employee who violates this policy.

DEFINITION OF SEXUAL HARASSMENT: Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, offensive comments, jokes or physical conduct, or any other verbal or physical acts of a sexual or sex-based nature when (1) submission to such conduct is made whether explicitly or implicitly a term or condition of employment, (2) the employee's acceptance or rejection of such conduct is used as a basis for employment decision affecting the employee, or (3) such conduct has the effect of interfering with the employee's work performance or creates an intimidating, hostile or offensive working environment.

DUTY TO REPORT HARASSMENT: Any employee who believes he or she has been lawfully harassed should bring the matter to the MDRCD's attention immediately, and provide a full and accurate report of the underlying facts. Employees are urged to report first to their immediate supervisor, but this is not required if the employee feels uncomfortable in doing so or if the employee believes his or her supervisor is violating this policy. In all cases, employees are free to report such problems directly to the District Coordinator or a Board member of their choice.

All reports of suspected harassment will be taken seriously, investigated, and kept confidential to the fullest extent possible. In each case, the employee reporting the problem will receive an oral or written reply from management on the results of the investigation and any actions taken, if any. No employee shall be subject to any form of retaliation for reporting any violation of this policy truthfully and in good faith.

SECTION 3. TERMS OF EMPLOYMENT

A. Job Descriptions

MDRCD prepares and maintains job descriptions for all existing and new classifications. Each job description defines the classification, its duties and responsibilities, and the essential functions the employee will regularly be called upon to perform. Employees will receive a copy of their job descriptions at the time of hire. Employees may also obtain copies of their job description from the District Coordinator.

B. Employee Categories

Regular Full-time - An employee of MDRCD who is regularly scheduled to work 40 hours per week. MDRCD does not guarantee a 40-hour workweek. Benefits accrue per current MDRCD policies as determined by the Board of Directors (see Section 9. Benefits).

Regular Part-time - An employee of MDRCD who is regularly scheduled to work less than 40 hours per week. Benefits accrue on a pro-rated basis per current MDRCD policies as determined by the Board of Directors (see Section 9. Benefits).

Seasonal and Temporary - Temporary employees are hired for definite (limited) periods of time to work on specific projects. Temporary employees may be full- or part-time and do not receive employee benefits, except those mandated by law, nor shall these employees have access to the Grievance Procedure.

Term – Term employees are hired for specific positions for the duration of grant-funded programs or projects. Term employees may be full or part-time and accrue benefits only when the grant funding includes compensation for employee benefits.

C. Orientation Period

To ensure that new employees are able to satisfy the requirements of the position for which they are hired, the first six (6) calendar months of employment shall be considered the probation period for MDRCD employees. During this period, no benefits other than health insurance (after 30 working days) and workers' compensation will be provided, and no vacation or sick leave shall be accumulated. If the employee becomes sick, or has an emergency requiring his/her absence, the employee will not receive remuneration for the time of his/her absence. The only exception to this policy is an employee hired as a Term employee.. A Term employee's position may warrant that all benefits begin at date of hire. This will be specified in their job description .

D. Termination of Employment At Will

Employment with MDRCD is for no definite term or period of time, and thus, it is "at will." In other words, employees may terminate employment with MDRCD for any reason upon giving two (2) weeks notice. MDRCD, at its sole option, may give employees two (2) weeks notice of termination without having to prove cause or justification and without having to provide a hearing or an appeal.

By accepting and continuing employment with MDRCD, employees agree to "AT-WILL" employment status, as described in this section and that this section constitutes the sole and entire agreement between employee and MDRCD regarding the term of employment and the termination thereof.

The District Coordinator works at the pleasure of the Board of Directors. The staff works at the pleasure of the District Coordinator.

The Board sets policies governing hiring, promotion, transfer, discharge or layoff of employees. The District Coordinator shall be responsible for implementing Board policies with respect to hiring, promotion, transfer, discharge or layoff of employees and all such other matters of personnel administration. The District Coordinator has direct authority for hiring, promotion, transfer, or discharge of employees.

E. Compensatory Time

It is the MDRCD's policy that employees shall not work or accrue overtime or compensatory time without express approval in advance from the District Coordinator.

SECTION 4. TYPE AND FREQUENCY OF PAY

All employees are paid bi-weekly (26 pay periods per calendar year) commensurate with the salary or wage established for each job classification. In the event the payday falls on a holiday, payment will be made on the last preceding workday.

SECTION 5. COMPENSATION SCHEDULE

Employees shall receive compensation within the salary range according to the Job Description of the position in which they are employed as established by Board policy.

SECTION 6. SALARY ADJUSTMENTS

Salary adjustments are awarded based on individual job performances and the availability of funds (select MDRCD positions will be grant-funded and grant-dependent and, therefore, subject to grant limitations).

Salary adjustments will be made only upon the recommendation of the District Coordinator and may be subject to ratification by the Board. The District Coordinator's salary shall be determined by the Board.

Salary schedule and fringe benefits package shall be reviewed on an annual basis or as deemed necessary by the Board.

SECTION 7. HOURS OF WORK AND OVERTIME

The workweek is defined as 40 hours. Each workday shall include a 30-minute non-paid lunchtime and two paid fifteen-minute breaks for all full-time employees.

All employees shall keep accurate daily time sheets on forms approved by the District Coordinator. Time sheets shall be signed in ink and submitted to the District Coordinator or designee on the last working day of the pay period.

SECTION 8. PERFORMANCE EVALUATIONS

Written employee performance evaluations will be conducted annually from date of hire for all MDRCD employees. The Board will evaluate the District Coordinator's position and the District Coordinator will evaluate the MDRCD staff positions.

The employee may submit in writing to the District Coordinator, an opinion or explanation of any performance evaluation statement with which the employee disagrees. This response shall be placed in the employee's personnel record along with the evaluation.

If the evaluation is not satisfactory, appropriate action may be taken in accordance with steps outlined in Section 10.

SECTION 9. BENEFITS

An employee's accrual of vacation and sick leave benefits begins upon successful completion of a six-month probationary period, or as designated in the hiring agreement. All benefits shall accrue for regular employees who work during any given pay period based upon pro-ration of his or her actual work rate for any given period. Work rate is a percentage of the equivalent to full-time employment and may not exceed 100%. Temporary employees do not receive the benefit of paid holiday, vacation or sick leave. Insurance benefits are subject to MDRCD policies as well as insurance company requirements.

A. Holidays

The MDRCD observes the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Holidays falling on weekends will be observed according to the federal calendar.

B. Vacation

Vacation leave is earned based on years of employment for regular full-time and regular part-time employees and accrual begins on a pro-rata basis once an employee has successfully completed the probationary period. Accrual rates are as follows:

<u>Length of Service</u>	<u>Base Rate (full-time)</u>	<u>Hourly Rate</u>
6 months - 3 years	2 hrs/pay period	0.050
3 - <7 years	3 hrs/pay period	0.075
7+ years	4 hrs/pay period	0.100

Use of accrued vacation hours may be taken upon actual accrual and must be approved in advance by the District Coordinator.

If the request for vacation is rejected, the District Coordinator will give the employee making the request for vacation the reason for the rejection.

In the event a holiday falls within the vacation period, that day shall not be charged against the employee's vacation time, but shall be charged against the employees holiday leave benefit..

The MDRCD has adopted a no additional accrual policy. Earned vacation time may accrue up to 160 hours. Once this limit is reached no additional time will be earned until the balance of accrued vacation goes below that limit.

Upon termination, an employee will be compensated for vacation time accrued through his or her last day on the payroll at the employee's rate of pay at termination.

Accrued vacation for part-time employees will be pro-rated on a 40-hour workweek.

C. Sick Leave

Upon 6-months of successful probationary employment, sick leave is accumulated for full-time employees at the rate of 2 hours per pay period. Sick leave for part-time employees will be pro-rated on a 40-hour workweek (0.05 hourly rate).

Whenever an employee believes it necessary to be absent from duty because of the serious illness or health care needs of a family member, an employee may use up to 52 hours of sick leave per year to care for the family member.

A doctor's statement may be required to substantiate use of sick leave in excess of three days when the absence is due to illness of the employee or family member. Such documentation may be required at the District Coordinator's discretion. The District Coordinator may also require substantiation of an illness by a physician or other health professional designated by the MDRCD at its expense. The doctor's statement must indicate the recommended amount of time off work warranted as result of the illness.

An employee who cannot report to work on any given day because of illness is to call his or her immediate supervisor as soon as possible, but no later than 9:00 am. Sick leave may be used for doctor's visits but may not be used as vacation time. An employee who becomes ill while working is to report to the District Coordinator prior to leaving work because of illness.

D. Unused Sick Leave

Accrued sick leave shall not be compensated upon employee's termination from the district for any reason.

E. Bereavement Leave

Bereavement leave may be granted without pay for up to three (3) days for an employee who requests such leave due to the death of a family member.

Vacation or sick leave may be used for bereavement leave. Requests for bereavement leave should be directed to the District Coordinator.

F. Pregnancy Disability Leave

Female employees will be given a reasonable leave of absence of up to four months, as needed, during any period of time she is actually disabled by pregnancy, childbirth, or related medical conditions.

(1) Employee Eligibility Criteria

To be eligible for Pregnancy Disability Leave, the employee must be disabled by pregnancy, childbirth, or related medical conditions.

(2) Events That May Entitle an Employee to Leave

The four-month Pregnancy Disability Leave allowance includes any time taken (with or without pay) for any of the following reasons:

- a. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- b. The employee needs to take time off for prenatal care.

(3) Duration of Pregnancy Disability Leave

- a. Pregnancy Disability Leave may be taken in one or more periods, but may not exceed four months total.
- b. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five eight-hour days per week, "four months" means 88 working and/or paid eight-hour days of leave entitlement, based on an average of 22 working days per month for four months.

(4) Pay During Pregnancy Disability Leave

- a. An employee on Pregnancy Disability Leave must use all accrued paid sick leave and may use any or all accrued paid vacation time at the beginning of any otherwise unpaid leave period.

- b. All other Pregnancy Disability Leaves are unpaid leaves.
- c. The receipt of vacation pay, sick leave pay, or State Disability Insurance benefits will not extend the length of the Pregnancy Disability Leave.
- d. Vacation pay and sick pay accrues during any period of unpaid Pregnancy Disability Leave only until the end of the month in which unpaid leave began.

(5) Insurance Benefits

The provisions of the MDRCD's various employee benefits plan govern continuing eligibility during Pregnancy Disability Leave, and these provisions may change from time to time. When a request for Pregnancy Disability Leave is granted, the MDRCD will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

(6) Seniority

An employee on Pregnancy Disability Leave remains an employee and the leave will not constitute a break in service. An employee who returns from Pregnancy Disability Leave will return with the same seniority she had when the leave commenced.

(7) Medical Certifications.

- a. An employee requesting Pregnancy Disability Leave must provide medical certification from her health care provider on a form supplied by the MDRCD. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in denial of leave benefits until such certification is provided.
- b. Recertifications are required if Pregnancy Disability Leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications could result in termination of the leave.

(8) Procedure for Requesting and Scheduling Pregnancy Disability Leave

- a. An employee should request Pregnancy Disability Leave by completing a Request for Leave form and submitting it to the District Coordinator. An employee asking for a Request for Leave form will be given a copy of the MDRCD's then-current Pregnancy Disability Leave policy.
- b. Employees should provide not less than 30 days or such shorter notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of a leave request, except if the need for Pregnancy Disability Leave was an emergency or was otherwise unforeseeable.
- c. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the MDRCD's operations.
- d. Pregnancy Disability Leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's health care provider.
- e. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

- f. In most cases, the MDRCD will respond to a Pregnancy Disability Leave request within two days of acquiring knowledge that the leave qualifies as a Pregnancy Disability Leave and, in any event, within 10 days of receiving the request. If a Pregnancy Disability Leave is granted, the MDRCD will notify the employee in writing that the leave will be counted against the employee's Pregnancy Disability Leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

(9) Return to Work

- a. Upon timely return at the expiration of the Pregnancy Disability Leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested for legitimate business reasons unrelated to the employee's Pregnancy Disability Leave or the means of preserving the job for the employee (such as leaving it unfilled or filling it with a temporary employee) would have substantially undermined the MDRCD's ability to operate the business safely and efficiently. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available or a comparable position is available, but filling that position with the returning employee would substantially undermine the MDRCD's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
- b. When a request for Pregnancy Disability Leave is granted to an employee, the MDRCD will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
- c. Before an employee will be permitted to return from any Pregnancy Disability Leave, the employee must obtain a certification from her health care provider that she is able to resume work.

(10) Employment During Leave

An employee on Pregnancy Disability Leave may not accept employment with any other employer without the MDRCD's written permission. An employee who accepts such employment will be deemed to have resigned from employment at the MDRCD.

G. Leave of Absence Without Pay

Any time off the payroll, which does not qualify as a Medical Disability Leave, a Pregnancy Disability Leave, or a Maternity/Paternity Leave, annual or sick leave shall be considered a Leave of Absence Without Pay.

Leave of absence without pay may be available upon written approval by the District Coordinator.

Reasonable efforts will be taken to reassign the returning employee to previous job duties. Compensation will be at the salary range of the position assigned on return.

Because MDRCD does not have more than 50 employees within a 75 mile radius of a work location, MDRCD employees are not eligible for leave under the federal Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA).

H. Military Leave

Employees who wish to serve in the military and take military leave should contact the District Coordinator for information about their rights before and after a leave. Employees may be entitled to reinstatement upon completion of military service, provided they return or apply for reinstatement within the time required by law.

I. Jury Duty

District employee's salaries are not paid if summoned for jury duty. Because of this, if an employee receives a summons for jury duty, a letter will be written by the District Coordinator to Jury Administration asking the employee be excused from jury duty due to financial hardship.

J. Health Insurance

Upon successful completion of the probationary period, or in accordance with current health insurance provider requirements, health insurance will be made available to regular and eligible term employees. The scope of the coverage and the payment of premiums are subject to periodic review and revision by the Board of Directors. Unless amended by the Board of Directors, said plan will be Kaiser Permanente, Plan 4.

Provided an employee's health insurance is in effect and the employee remains eligible for benefits under the regular provisions of the policy, MDRCD will fund 50% of the monthly insurance premium. Should a regular employee waive insurance coverage, no cash compensation will be given in lieu of premium costs.

Health insurance benefits will lapse on the first of any month for which an employee does not make his or her portion of the required premium payment. Re-enrollment in the plan shall be in accordance with provisions of the policy, which may require certification of good health and/or pre-existing condition limitations, or other stipulations.

In some instances, it may be necessary to make payroll adjustments after the pay period for which the employee's portion of the premium, if any, is typically deducted to rectify changes.

In addition to health care insurance provider policies and procedures regarding insurance, all conditions of the plan in effect shall be applicable to regular employees, and in some cases may take precedence over MDRCD policies.

K. Workers' Compensation

All employees are covered by Worker's Compensation Insurance for accidents sustained while in the performance of his/her duties on or off the premises. All injuries must be reported to the District Coordinator as soon as practical but no later than seventy-two (72) hours after the injury.

An employee who has been injured on the job and is receiving Worker's Compensation shall retain his/her usual employee benefits as long as employment continues. He or she will continue to accrue sick leave, vacation leave, and holiday pay as per MDRCD policies.

An employee who is compelled to be absent from work because of injury or illness arising out of and in the course of employment shall be charged leave in the following manner:

The employee may choose to be charged sick leave for time away from the job. In the event that an employee does choose to use sick leave, any funds received from accident compensation in lieu of salary shall be deducted from the full salary of such employee.

The employee may elect to receive State Compensation payments only and not have accrued sick leave or vacation charged, provided the employee requests a leave of absence without pay for such period of absence.

At such time that the employee's accrued sick leave is exhausted, the employee may elect to use accrued vacation time in the same manner as specified in this section under vacation.

SECTION 10. Disciplinary Action and Dismissal

Corrective discipline is directed to improving an employee's performance. An objective and impersonal approach of gathering facts about the employee's problems should be utilized. (The corrective discipline process described below is intended as a guideline for supervisor-employee relations only, and in no way alters or modifies an employee's at-will status.) The following approach to problem resolution is recommended:

Giving constructive criticism including clear statements by the District Coordinator in writing, with a copy in the personnel file, about what an employee is doing wrong, how the employee is expected to change, what might happen if the employee continues doing wrong, the District Coordinator's plans for follow-up and time frame for improvement. The employee must acknowledge receipt of the warning by signing the letter at the time of presentation; this signature signifies only receipt of the document, not necessarily agreement to the contents. The employee may, before the conclusion of the next regular working day, respond in writing to the contents of the letter of warning.

Employee Conduct

All employees are expected to conduct themselves in an appropriate manner for the circumstances in which they are working. Misconduct will not be tolerated and may lead to discipline or termination.

THE PROVISIONS OF THIS SECTION DO NOT MODIFY OR ALTER THE AT WILL PROVISIONS CONTAINED IN SECTION 3 ABOVE. Section 3, "Terms of Employment" sets forth the sole and entire agreement between employees and MDRCD regarding the term of employment and the termination thereof. Thus, the MDRCD is under no obligation to prove cause or justification for an employee's dismissal or provide a hearing or an appeal.

Following is a list of violations of MDRCD rules and regulations:

1. Unauthorized or excessive absences or tardiness.
2. Failure to follow the instructions of the District Coordinator or other proper authority.
3. Disorderly conduct on MDRCD premises or while on duty elsewhere such as, but not limited to, fighting and use of abusive or threatening language.
4. Possession, use, receiving, distributing, or being under the influence of alcoholic beverages or drugs on MDRCD premises or while on duty elsewhere; violation of MDRCD Drug Free Policy (see Attachment A).
5. Falsifying or altering MDRCD records, including, but not limited to, employment, medical, paycheck, request for employee benefits, and permitting one's time card to be recorded by another employee.
6. Providing false information to attain employment.
7. Thefts of, or harm to, MDRCD or employee property.
8. Dishonesty of any type.
9. Conviction of a felony while working or an act that demonstrates jeopardy to MDRCD or the public.
10. Unauthorized removal of MDRCD documents, records or other property or disclosure of confidential information.
11. Willful infractions of municipal, state, local and federal rules, regulations, policies and/or procedures.
12. Immoral or indecent conduct.
13. Negligent or careless performance of duties.
14. Failure to maintain proper standards or efficiency, workmanship or production.
15. Failure to observe work schedules or assignments.
16. Unauthorized personal use of MDRCD phone or other MDRCD property.
17. Engaging in or failure to withdraw from outside activities or interest which conflict with, detract from, or adversely affect the interest of MDRCD.
18. Talking negatively about MDRCD staff or directors to MDRCD partners or the general public.
19. Loitering or sleeping on the job.
20. Gambling on MDRCD premises or while on duty elsewhere.
21. A personal appearance or mode of dress that is unconventional to the point of being detrimental to the business environment of MDRCD.
22. Allowing unauthorized individuals to ride in MDRCD or NRCS vehicles.

SECTION 11. GRIEVANCES

A grievance is a dispute or misunderstanding over the application or interpretation of the provisions of these Personnel Policies. A grievance may be filed by a regular full-time or regular part-time employee in accordance with the following steps. Failure by the employee to comply with the timeliness and other requirements of this procedure shall constitute failure to exhaust administrative remedies and a waiver of the right to proceed further with the grievance process.

This procedure is not available to grieve or appeal termination of employment. Employment with MDRCD is at-will, and MDRCD may terminate an employee at any time, without having to prove cause or justification and without having to prove a hearing or an appeal (See Section 3 – “TERMS OF EMPLOYMENT” for policy.)

A. Procedure Step 1:

In the event an employee feels he/she has a grievance, the employee should begin the procedure with the District Coordinator within five (5) working days of recognizing the problem on which the grievance is based.

The employee shall present the grievance, in written form, to the District Coordinator. The District Coordinator shall meet with the employee to discuss the issues within five (5) working days. The District Coordinator shall give the employee a written response within ten (10) working days.

SECTION 12: LAY-OFF OF EMPLOYEES

In the event it is necessary to terminate employees due to dissolution of the MDRCD, economic inability to continue employing staff, or any other reason, the Board will furnish as much notice as possible to the affected employees. THE PROVISIONS OF THIS SECTION DO NOT MODIFY OR ALTER THE AT-WILL PROVISIONS CONTAINED IN SECTION 3, ABOVE. Section 3 – TERMS OF EMPLOYMENT sets forth the sole and entire agreement between employee and MDRCD regarding the term of employment and the termination thereof. Thus, MDRCD is under no obligation to prove cause or justification for an employee’s dismissal or provide a hearing or an appeal.

The Board, upon recommendation of the District Coordinator, shall determine the number and/or percentage of the workforce to be reduced or eliminated by lay-off. The Board also retains the discretion to reclassify or eliminate specific positions.

SECTION 13: VEHICLE USAGE/CARE

1. When vehicles are provided, the following conditions must be followed.
 - A. Vehicles are not to be used for other than MDRCD business.
 - B. Fuel charges will be reimbursed only when the vehicle has been used for MDRCD business.
 - C. The MDRCD and NRCS vehicles are not to be used on weekends without prior authorization. Any unauthorized use of vehicles or fuel will be considered grounds for termination.
 - D. Potential problems should be reported before major problems develop. This is the responsibility of the person using the vehicle. Use of any MDRCD or NRCS vehicle is for the convenience of the employee and may be revoked at any time.
 - E. In the interest of the safety of our employees and other drivers, the MDRCD employees are prohibited from using cell phones while driving on MDRCD business and/or MDRCD time. If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device and safely pull off the road before conducting MDRCD business. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on MDRCD business and/or MDRCD time.
 - F. Employees who are required to drive a MDRCD vehicle or their own vehicles on MDRCD business will be required to show proof of current valid driving licenses and current effective insurance coverage before the first day of

employment. Employees will be expected to retain coverage through duration of employment. Employees who drive their own vehicles on MDRCD business will be reimbursed mileage.

The Board adopted this personnel policy on June 2, 2005 during a regular meeting. The effective date of the Personnel Policy is June 2, 2005.

ATTACHMENT A

DRUG AND ALCOHOL ABUSE

The MDRCD is committed to protecting the health, well being and safety of employees and the public from the hazards caused by misuse of drugs and alcohol. Accomplishing this goal requires the full commitment and support of all levels of management as well as the support of all employees.

The MDRCD complies with federal regulations and maintains a Drug-Free Workplace. This policy prohibits unlawful manufacturing, distribution, possession, sale or use of controlled substances at work and also requires that employees convicted under a criminal drug statute for any incident at work notify the District Coordinator within five days of conviction.

For the purpose of this policy, a drug will be considered an “illegal drug” if its use is prohibited or restricted by law and an employee improperly uses or possesses the drug, regardless of whether such conduct constitutes an illegal act or whether the employee is criminally prosecuted and/or convicted for such conduct.

Legally prescribed medications are only excluded from this rule and permitted to the extent that the use of such medications does not adversely affect the employee’s work ability, job performance, or the safety of that individual or others.

There are numerous outside counseling and rehabilitation programs. The MDRCD will assist in providing names and telephone numbers of those programs.

GUIDELINES

The following conduct is prohibited and may result in discipline up to and including immediate termination of employment:

1. Possession, transfer, sale, use or solicitation of illegal drugs or other controlled substances (as defined under federal and state law) while on the MDRCD or NRCS owned or leased properties (including the parking lot and adjacent areas) during work hours.
2. Possession, transfer, sale, use or solicitation of alcohol on the MDRCD or NRCS owned or leased properties or during working hours, unless specifically authorized by management.
3. Reporting to work or being present at work while intoxicated or impaired by alcohol, legal or illegal drugs.
4. Abuse of prescribed drugs. Prescribed drugs will be allowed only when taken according to a physician’s prescription when such use will not adversely affect the employee’s ability to properly and safely perform his or her duties.
5. Employees are expected to fully cooperate in any interview or investigation of possible violation of the substance abuse rules. The MDRCD reserves the right to require employees, while on duty or on the MDRCD owned or leased properties, including the parking lot, to agree to inspections of MDRCD property or employees and/or their personal property and to implement other measures necessary to deter and detect abuse of this policy. An employee’s refusal to consent to such an inspection or to otherwise cooperate in a proper investigation conducted under this policy is grounds for discipline, up to and including termination.
6. The President of the MDRCD will consult with the District Coordinator before confronting an employee or taking any action.
7. No employee may report for work, or remain on duty while under the influence of or impaired by alcohol or any illegal drug.

Inspections to Administer and Enforce Policy

To promote a safe, productive and efficient work place, the MDRCD reserves the right to inspect employees, as well as any articles and property in their possession, to detect inappropriate materials. The MDRCD also reserves the right to inspect desks, toolboxes, MDRCD or NRCS vehicles, personal vehicles on MDRCD or NRCS property, packages, lunch boxes, containers, articles in such areas, and other objects brought onto the MDRCD or NRCS property that might conceal alcohol, illegal drugs and/or other inappropriate materials.

An employee may be asked to submit to testing procedures designed to detect the present of drugs and/or alcohol if he/she is acting in a manner that leads to a suspicion that he/she either possesses, controls, or is under the influence of a drug and/or alcohol or has been involved in the use, possession, and/or sale of drugs or alcohol in MDRCD or NRCS controlled areas, on MDRCD or NRCS owned property or while on duty.

I have read and fully understand the above Drug and Alcohol Abuse Policy.

Employee Signature

Date

ACKNOWLEDGEMENT

I hereby acknowledge that I have received a copy of the MOJAVE DESERT RESOURCE CONSERVATION DISTRICT'S PERSONNEL POLICIES and that I understand that I am to promptly read its contents. I understand that if I have any questions about the Manual or its contents, I am to discuss them with the District Coordinator.

I recognize that this Policy supersedes and replaces any previous Policy, and to the extent that provisions of the Policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in the Policy, the Policy shall prevail. I agree that changes in the policies set out in the Policy are not valid unless made and approved, in writing, by the Board of Directors.

Finally, I agree that my employment with the MDRCD is at-will (see Personnel Policies), and that this agreement on at-will employment status is the sole and entire agreement between me and the MDRCD regarding the term of my employment and the termination thereof; and, I further agree that this agreement on at-will employment status cannot be changed in any way, whatsoever, except in a writing which has been approved and signed by the District Coordinator.

EMPLOYEE'S NAME (Print or Type)

Date

EMPLOYEE'S SIGNATURE