



## San Gabriel Valley Mosquito & Vector Control District

1145 North Azusa Canyon Road, West Covina, CA 91790

Phone: 626-814-9466 | Website: [www.sgvmosquito.org](http://www.sgvmosquito.org)

Email: [district@sgvmosquito.org](mailto:district@sgvmosquito.org)

### PERSONNEL AND POLICY COMMITTEE MEETING AGENDA

April 10, 2026

FOLLOWING ADJOURNMENT OF BOARD MEETING WHICH STARTS AT 7:00 A.M.

#### 1. **Call to Order**

1.1 Determination of a Quorum

1.2 ORDER OF BUSINESS - Review and prioritization of agenda Items including, if necessary, identification of any emergency items arising after posting of the agenda and requiring action prior to next regular meeting

#### 2. **Opportunity for Public Comment on Non-Agenda Items**

(Individual Public Comments may be limited to a 3-minute or less time limit) During Public Comments, the public may address the Committee on any issue within the District's jurisdiction that is not on the agenda. The public may comment on any item on the agenda at the time that item is before the Committee for consideration. There will be no dialog between the Committee and the Commenter. Any clarifying questions from the Committee must go through the Committee Chair.

#### 3. **Consider Revisions to Personnel Rules and Regulations Policies (EXHIBITS 3A-3E) P.3**

(Chair, Becky Shevlin) (Recommendation for Board Consideration)

##### **Recommended Action for the Committee:**

1) The Committee may recommend approval of revised Policy No. 07, Policy No. 12, Policy No. 15, and Policy No. 23 to the Board.

#### 4. **Consider Cost-of-Living Adjustment (COLA) for Fiscal Year 2026-2027 P.49**

(Chair, Becky Shevlin) (Recommendation for Board Consideration)

##### **Recommended Action for the Committee:**

1) The Committee may recommend approval of the 3% COLA for Fiscal Year 2026-2027 to the Board.

#### 5. **Adjournment**



## San Gabriel Valley Mosquito & Vector Control District Personnel and Policy Committee Meeting | April 10, 2026

### **Personnel and Policy Committee**

Becky Shevlin, Monrovia (Chair)  
Henry Aviles, Alhambra  
Robert Joe, South Pasadena  
Cynthia Sternquist, Temple City  
Rosario Diaz, West Covina

### **CERTIFICATE OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California that a copy of the foregoing agenda was posted at 1145 North Azusa Canyon Road, West Covina, CA 91790 and the District's website ([www.sgvmosquito.org](http://www.sgvmosquito.org)) not less than 72 hours prior to the meeting per Government Code 54954.2.

Materials related to an item on the Agenda submitted after distribution of the agenda packet are available for public viewing and inspection at the San Gabriel Valley Mosquito & Vector Control District Office located at 1145 North Azusa Canyon Road, West Covina, CA 91790 during regular business hours.

A handwritten signature in blue ink that reads 'Jerry Mireles'.

---

Jerry Mireles, Clerk of the Board  
San Gabriel Valley MVCD

### **NOTICE TO THE PUBLIC**

This agenda shall be made available upon request in alternative formats to persons with a disability as required by the American with Disabilities Act of 1990 (42 U.S.C. §12132) and the Ralph M. Brown Act (California Government Code §54954.2).

If you need special assistance or accommodations to participate in this meeting, please contact the Clerk of the Board at 626-814-9466 ext.1006. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II)



## San Gabriel Valley Mosquito & Vector Control District District Manager's Report

Date: April 10, 2026

Meeting of: SGVMVCD Board of Trustees: Personnel and Policy Committee

Subject: **Consider Revisions to Personnel Rules and Regulations Policies**

Exhibit(s):  
 Exhibit 3A: Policy No. 07 – Policy and Complaint Procedure  
 Exhibit 3B: Policy No. 12 – Leave Provisions  
 Exhibit 3C: Policy No. 15 – Reasonable Accommodation & Interactive Process  
 Exhibit 3D: Policy No. 23 – Travel and Per Diem (Revised Policy)  
 Exhibit 3E: Policy No. 23 – Travel and Per Diem (Original Policy)

### Background

As part of the District's annual review of its Personnel Rules and Regulations, four (4) policies have been identified for revision to ensure legal compliance, incorporate updated statutory requirements and improve clarity and consistency.

Through the District's membership in the Liebert Cassidy Whitmore (LCW) Consortium, LCW assisted in reviewing and preparing the proposed revisions. The updates primarily reflect changes in California employment law and clarifications to District administrative procedures.

#### **1. Policy No. 07 – Policy and Complaint Procedure Against Harassment, Discrimination, and Retaliation**

Revisions clarify the scope of protections against discrimination, harassment, and retaliation, including protections related to perceived protected status, association, and protected activity. The revisions also reinforce the District's proactive approach to reviewing and investigating potential violations. Proposed changes are redlined throughout in Exhibit 3A.

#### **2. Policy No. 12 – Leave Provisions**

Revisions update leave provisions to reflect recent changes in leave law, including expanded protections for employees and family members affected by qualifying acts of violence and updates to family and medical leave provisions for consistency with applicable law. Minor revisions also improve clarity and consistency. Proposed changes are redlined throughout in Exhibit 3B.

#### **3. Policy No. 15 – Reasonable Accommodation and Interactive Process**

Revisions clarify the District's obligations regarding reasonable accommodation and the interactive process including expanded provisions for employees, or their family members, affected by qualifying acts of violence. Additional definitions and clarification of documentation and recertification requirements are included. Proposed changes are redlined throughout in Exhibit 3C.

#### **4. Policy No. 23 – Travel and Per Diem**

Revisions provide a comprehensive update to improve clarity regarding travel authorization, reimbursement, and compensation for non-exempt employees. The revisions also clarify the District's expectations and procedures related to travel administration and reimbursement practices. Due to the extent of the revisions, the policy is provided as a clean draft for readability, with the current policy included for reference. The proposed updated policy is provided in Exhibit 3D.

### Financial Impact

There are no fiscal impacts associated with these revisions.



## San Gabriel Valley Mosquito & Vector Control District District Manager's Report

### District Manager's Recommendation

The District Manager recommends approval of the revisions to the Personnel Rules and Regulations policies as proposed.

### Committee Action Options

1. The Committee may recommend approval of revised Policy No. 07, Policy No. 12, Policy No. 15, and Policy No. 23 to the Board.

Submitted by:

A handwritten signature in black ink that reads "Jason Farned". The signature is written in a cursive, flowing style.

Jason Farned  
District Manager

**SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT**

**Policy Number:** 07  
**Subject:** Policy and Complaint Procedure Against Harassment, Discrimination, and Retaliation  
**Category:** Personnel Rules and Regulations  
**Adopted:** 10/13/2023  
**Revision(s):** xx/xx/xxxx




---

**POLICY NO. 07 – POLICY AND COMPLAINT PROCEDURE AGAINST HARASSMENT,  
DISCRIMINATION, AND RETALIATION**

---

**Section 1. Introduction**

- A. The District is strongly committed to ~~prohibiting and~~ preventing harassment, discrimination, and retaliation in employmentthe workplace. The District encourages all individuals to immediately report any conduct that is believed to violate this Policy so that the District can investigate and take appropriate corrective action.

**Section 2. Policy**

- A. The District has zero tolerance for any conduct that violates this Policy. An individual's conduct need not rise to the level of a violation of law to violate this Policy. A single act can violate this Policy and provide grounds for discipline or other appropriate actions.
- B. This Policy covers the following individual: applicants for employment at the District; District employees regardless of rank or title; elected or appointed officials of the District; interns; volunteers; and contractors ("Covered Individuals").
- C. This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.
- D. This Policy prohibits harassment and discrimination on the basis of race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), reproductive health decision making, military or veteran status, or any other classification protected under Federal or California law. Similarly, this policy prohibits retaliation against any individual who complains about actual or perceived discrimination or harassment (as defined in this policy), participates in an investigation of a complaint of discrimination and harassment, associates with a person who makes a complaint, or similar protected activity. This policy prohibits discrimination, harassment or retaliation for the following reasons: (1) an individual's protected classification; (2) the perception that an individual has a protected classification; or (3) the individual associates with a person who has or is perceived to have a protected classification.

E. This policy prohibits discrimination, harassment, and retaliation because of an individual's protected activity. Protected activity includes, but is not be limited to, the following activity: (1) making a request for an accommodation for a disability; (2) making a request for accommodation for religious beliefs; (3) making a complaint under this policy; (4) opposing violations of this policy; or (5) participating in an investigation under this policy.

E.F. Disciplinary action, up to and including termination of employment, or other appropriate action, will be instituted for any sustained finding of prohibited behavior.

### **Section 3. Harassment**

A. "Harassment" based on protected classification is sometimes referred to as "hostile work environment," harassment, but only where the acts of harassment are severe and pervasive. The District has a zero-tolerance policy which prohibits even a single act of harassment, and this is so the District can eliminate harassment before it rises to the level of a "hostile work environment."

Example of acts which can constitute harassment under this policy are as follows:

#### **1. Verbal Harassment**

a. Verbal harassment may include, but is not limited to, epithets, derogatory comments or slurs, implied or connotative meanings, jokes, threats of bodily harm, or any other discriminatory expression which are based on a protected class or protected activity. For example, verbal harassment might include inappropriate comments on appearance, including physical features or dress, or race-oriented jokes or stories.

#### **2. Visual Harassment**

a. Visual harassment may include, but is not limited to, written epithets, vulgar or derogatory comments and remarks, joke, threats of bodily harm, display of inappropriate or derogatory objects, emails, pictures, cartoons, or posters, or drawings concerning or related to a protected classification. For example, visual harassment may include an email joking about a co-worker's age, a racially based cartoon placed in an employee's work location, or comments of a sexual nature written on a poster.

#### **3. Physical Harassment**

a. Physical harassment may include, but is not limited to, assault, hitting, shoving, pushing, impeding or blocking movement, offensive touching, or any other form of physical contact, interference with normal work or movement or physical force, including the use of weapons, because of a person's protected classification. For example, physical harassment may include pinching, grabbing, patting, propositioning, leering, making explicit or implied job threats, or promises in return for submission to physical acts.

#### 4. Unwanted Sexual Advances – Sexual Harassment

It is unlawful to harass someone because of that person's sex.

Workplace sexual harassment occurs when:

- a. Submission to or rejection of requests for sexual favors and other acts of a sexual nature is a condition of employment; or
- b. Employment decisions are based on submission to or rejection of sexual advancement; or
- c. The conduct is intended to or actually does unreasonably interfere with the individual's work performance or creates an intimidating, hostile, or offensive working environment.

Sexual harassment may include, but is not limited to, unwanted sexual advances, requests for sexual favors or other sex-based verbal or physical acts, e.g., sexually suggestive letters or emails, leering, physical sexual gestures, jokes about sex or stories about sex acts, sexually degrading words used to describe the person, displaying sexually offensive pictures and objects, sexually offensive teasing, jokes, remarks, questions, threats, and insinuations. Sexual harassment may be committed by either gender, and may be committed against someone of the same gender.

#### Section 4. Discrimination

A. This policy prohibits treating a covered individual differently and adversely because of the individual's actual or perceived protected classification; because the individual associates with a person who is or is perceived to be a member of a protected classification; or because the individual participates in a protected activity as defined by this policy.

~~B. "Protected Classification" includes, race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), reproductive health decision making, military or veteran status, or any other basis protected under Federal and California law.~~

~~C. Protected activity includes, but is not limited to, the following activity:~~

- ~~1. Making a request for accommodation for a disability; or~~
- ~~2. Making a request for accommodation for religious beliefs; or~~
- ~~3. Making a complaint under this policy; or~~
- ~~4. Opposing violations of this policy; or~~
- ~~5. Participating in an investigation under this policy~~

D.B. Disparate or unequal treatment of a covered individual because of protected classification can occur in a variety of settings, including in hiring, promotion, evaluation, discipline, scheduling, and training opportunities. Supervisors and managers must make decisions regarding these and similar issues without regard to protected classifications.

## Section 5. Retaliation

- A. Retaliation occurs when there is an adverse action against a covered individual because of the individual's protected activity as defined in this policy.
- B. "Adverse action" may include, but is not limited to, the following actions:
1. Disciplinary action; or
  2. Counseling; or
  3. Taking sides because an individual has reported harassment or discrimination; or
  4. Spreading rumors about a complainant or about someone who supports or assists the complainant or who participates in an investigation; or
  5. Shunning or avoiding an individual who reports harassment or discrimination; or
  6. Making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

## Section 6. Complaint Procedure

### A. Proactive Approach

1. The District takes a proactive approach to potential policy violations and will conduct an investigation if its supervisory or management employees become aware that harassment, discrimination or retaliation occurred or may be occurring, regardless of whether the recipient or third party reports a potential violation.

### A.B. Notification

- 1.2. A covered individual who reasonably believes they have been harassed, discriminated, or retaliated against should promptly notify and report, verbally or in writing, the facts of the incident(s) and the names of the individual(s) involved to their immediate supervisor, any supervisor, manager, or department head, and (separately) to the District's Human Resources Analyst. If the complaint is against the employee's immediate supervisor, then they must notify the Human Resources Analyst. Complaints of harassment, discrimination, or retaliation against a member of the Board of Trustees must be reported to the President of the Board of Trustees and the District Manager.

- 2.3. Employees who observe, hear, or learn of any harassment, discrimination or retaliation should inform their immediate supervisor or the Human Resources Analyst. Any supervisor, manager, or department head who observes, receives a complaint of harassment, discrimination, or retaliation, or is aware of harassment, discrimination, or

retaliation must promptly notify the Human Resources Analyst. Complaints of harassment, discrimination, or retaliation against the District Manager must be reported to the Chair of the Personnel Committee and/or the Human Resources Analyst.

~~3-4.~~ **ALL** complaints of harassment, discrimination, or retaliation will be taken seriously and will be investigated thoroughly, promptly, and confidentially.

~~B-C.~~ Initial Complaints

1. A covered individual who wishes to discuss personal thoughts and feelings or consider meetings to deal with incident(s) of harassment, discrimination, or retaliation may consult with the Human Resources Analyst.
2. When an initial complaint is received, the Human Resources Analyst will ask the complainant to define their perception of the problem and desired solution. The Human Resources Analyst will explain the rights involved and discuss potential solutions. The Human Resources Analyst may conduct an informal investigation and make every effort to resolve the problem informally.
3. The District reserves the right to treat initial complaints as formal complaints under this policy and/or to investigate potential incidents or harassment, discrimination, or retaliation and take action to satisfy its legal obligations.

~~C-D.~~ Formal Complaints

1. Formal complaints may be submitted in writing on forms prescribed by the District. A formal complaint may include the date and place of the alleged act, a detailed description of the incident, and the names of the person(s) alleged to be involved or have relevant knowledge.

~~D-E.~~ Formal Investigation

1. A formal investigation may be initiated to investigate a complaint of harassment, discrimination, or retaliation and it may include, without limitation, the following:
  - a. Providing the complainant with a timely response indicating that the complaint has been received and that a fair and thorough investigation will be conducted.
  - b. Conducting or retaining an investigator to conduct an impartial investigation.
  - c. Reviewing that factual information gathered through the investigation to reach a reasonable conclusion as to whether a violation of this policy occurred.
  - d. Timely submitting a report or summary of the findings of the investigation to appropriate persons. If discipline is imposed against the accused, the level of discipline will not be communicated to the complainant given the privacy rights all employees enjoy.
  - e. Taking responsible steps to protect the complainant from harassment, discrimination, or retaliation.

## Section 7. Confidentiality

- A. The District will make every possible effort to assure the confidentiality of complaints made under this policy. However, complete confidentiality cannot occur due to the need to fully investigate and the duty to take effective remedial action. As a result, the District will maintain confidentiality to the extent possible, i.e., the District will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

## Section 8. Responsibilities

- A. The District's manager, supervisors, and department heads must ensure that the work environment is free from conduct which violates this policy by taking the following steps: ("Supervisor" means any individual having the authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend that action.)
1. Informing employees of this policy.
  2. Modeling appropriate behavior.
  3. Taking all steps necessary to prevent conduct prohibited by this policy from occurring.
  4. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
  5. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
  6. Reporting potential violations of this policy of which they become aware, regardless of whether a complaint has been submitted, in accordance with the notification protocols set forth in this policy.
  7. Participating in periodic training and scheduling employees for training to recognize harassment, discrimination, and retaliation.
- B. Each employee is responsible for:
1. Treating all employees and co-workers with respect and consideration.
  2. Modeling appropriate behavior.
  3. Participating in periodic training.
  4. Fully cooperating with the District's investigations by responding fully and truthfully to all questions posed during the investigation.

5. Maintaining the confidentiality of any investigation that the District conducts as instructed.
6. Reporting any act they believe in good faith constitutes conduct that is prohibited under this policy.

### **Section 9. Option to Report to Outside Administrative Agencies**

- A. Covered individuals may report harassment, discrimination, or retaliation to the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD). The nearest office locations can be found on the website of either agency or employees can check the posters that are in employer bulletin boards for office locations and telephone numbers.

### **Section 10. Dissemination of Policy**

- A. All employees shall receive a copy of this policy upon hire. The policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this policy.

THIS PAGE INTENTIONALLY LEFT BLANK

**SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT**

**Policy Number:** 12  
**Subject:** Leave Provisions  
**Category:** Personnel Rules and Regulations  
**Adopted:** 10/13/2023  
**Revision(s):** xx/xx/xxxx




---

**POLICY NO. 12 – LEAVE PROVISIONS**


---

**Section 1. Sick Leave****A. Accumulation of Sick Leave**

1. For the purpose of this Section, each bi-weekly pay period for which a full-time employee receives their full bi-weekly salary shall be considered the equivalent of eighty (80) scheduled paid hours.
2. During the first three (3) years of employment, regular and limited-term full-time and part-time employees shall earn 2.77 hours of sick leave with pay each bi-weekly pay period.
3. After an employee has been paid for three (3) years of employment exclusive of overtime hours, regular and limited-term full-time employees shall earn 3.7 hours of sick leave with pay each bi-weekly pay period.
4. Sick leave earned shall be added to the employee's sick leave account upon the completion of the pay period. Nonetheless, sick leave is accrued on a pro rate basis for each hour worked.
5. Full time employees may carry over sick leave from year to year. No accrual limit applies.
6. All part-time and extra help employees who work 30 or more days within a year from the commencement of employment with the District shall receive five (5) days or forty (40) hours of paid sick leave, whichever is greater, at the beginning of each 12-month period under the front load method. Any unused and applied paid sick leave will not carry over year to year.

**B. Permitted Uses of Sick Leave**

1. Sick Leave may only be applied to:
  - a. An absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.
  - b. Medical and dental office appointments when absence during working hours for this purpose is authorized by the District.

- c. The diagnosis, care, or treatment of an existing health condition, or for preventive care for an employee or the employee's family member ("family member" includes the employee's child, parent, parent-in-laws, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person.)
- d. If the employee or their family member ("family member" includes the employee's child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person) is victim of
  - i. Domestic violence;
  - ii. Sexual assault;
  - iii. Stalking; or
  - iv. An act, conduct, or pattern of conduct that includes any of the following:
    - (a) An individual causing bodily injury or death to another individual;
    - (b) An individual exhibiting, drawing, brandishing, or using a firearm, or other dangerous weapon, with respect to another individual; or
    - (c) An individual using or making a threat, whether actual or perceived, to use, force against another individual to cause physical injury or death.
- v. In addition, an employee who is a victim or has a family member who is a victim of a qualifying act of violence for any of the following purposes:
  - (a) To obtain or attempt to obtain any relief for the family member, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member.
  - (b) To seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence.
  - (c) To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.
  - (d) To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.
  - (e) To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
  - (f) To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.
  - (g) To provide care to a family member who is recovering from injuries caused by a qualifying acts of violence.

(h) To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying acts of violence.

(i) To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.

(d)(j) To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying acts of violence.

- e. Illness while on paid vacation shall be charged to sick leave rather than vacation only under the following conditions:
- i. The illness or injury precludes the effective use of vacation and prevents the employee from performing their normal duties.
  - ii. The employee shall notify their supervisor within four (4) calendar days of the beginning of the illness or prior to the end of their vacation leave, whichever is sooner, to request that their illness on vacation be charged to sick leave.
  - iii. The District shall not be obligated to extend the vacation beyond the original scheduled ending date.
  - iv. Upon return to work, the employee may be required to furnish the District with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.

#### C. Prohibited Use of Sick Leave

1. Sick Leave shall not be applied to absences other than those listed above.

#### D. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition, or medical or dental office calls when the District has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
3. An employee shall be required to furnish a certificate issued by a licensed physician or registered nurse if three (3) or more consecutive days (or 24 hours) of sick leave pay are charged. An employee absent due to personal illness, injury, or disability for two (2) weeks or more shall be required to furnish a release to "return-to-work" from the health care provider stating the employee is able to resume work with or without restrictions.
4. Any conditions or restrictions placed on an employee's use of sick leave apply also to sick leave used because of a serious illness of an immediate family member and for care of an ill child, parent, registered domestic partner or spouse.

5. Upon official retirement from District service, the employee shall be compensated for accumulated sick leave not to exceed 240 hours at fifty percent (50%) of the employee's current rate of pay. In order to receive payment for accumulated sick leave upon retirement, the employee must be at least 50 years of age and have worked for the District with no break in service for a minimum of five (5) years.
6. If an employee dies due to a work-related injury while in the employ of the District, their survivors shall receive payment for all accumulated sick leave not to exceed 240 hours at one hundred percent (100%) of the employee's current rate of pay.
7. Upon separation from District service for reasons other than retirement or death, no employee shall be paid for any accumulated sick leave.
8. The rate of pay for sick leave will be based on the employee's hourly wage and paid at the employee's regular rate of pay. Paid sick time is not considered hours worked for purposes of overtime compensation.
9. The District will provide paid sick days upon the oral or written request of an employee.
10. Employees who are denied use of their paid sick leave for one of the reasons listed above should contact their supervisor for an individualized review. Employees will not be subject to retaliation or discrimination for requesting or using paid sick leave.

## **Section 2. Cash Out Program**

- A. On an annual basis and pursuant to the requirements stated below, eligible employees may elect to receive payment of accrued sick leave at the end of the following year. Eligible employees may elect to cash out up to a maximum of forty (40) sick leave hours at fifty percent (50%) of current rate of pay, by submitting an irrevocable leave cash out election form to the Human Resource Analyst or designee no later than December 10. Employees must maintain one hundred twenty (120) hours of sick leave to be eligible for the sick leave cash out program. The leave hours identified in the irrevocable leave cash out election form to be cashed out shall be deducted from sick leave hours accrued in the following calendar year and shall be paid out in the first pay period of December of the following calendar year at fifty percent (50%) rate of the employee's base hourly rate of pay at the time of cash out. The remaining unused sick leave shall remain in the sick leave bank. At the time of cash out in December of the following year, if the employee has less sick leave hours in the sick leave bank than the amount identified in the irrevocable leave cash out form, then the amount of sick leave remaining in the sick leave bank shall be cashed out.
- B. The irrevocable leave cash out election form is available in the Human Resources Department. Once the employee submits the leave cash out election form, the form is final and irrevocable, and the employee may not make any changes to it. Employees who do not submit irrevocable leave cash out election forms by December 10 will have been deemed to have elected to forgo participation in the annual sick leave cash out program. Late irrevocable leave cash out election forms will not be accepted.

- C. In addition to annual sick leave cash out, an employee shall be entitled to make one written request per calendar year to the District Manager for a cash-out of accrued sick leave for one of the following reasons: Declaration of local emergency, catastrophic medical emergency, or military leave. Such request must be submitted on the emergency leave cash out form and must be reviewed by the District Manager to determine eligibility. Authorization of emergency cash out request shall be at the discretion of the District Manager.

### **Section 3. Bereavement Leave**

- A. Upon request, regular, limited term, or probationary employees shall receive necessary time off with pay, not to exceed five (5) days in any one (1) instance, to arrange for or attend a funeral of a member of their immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, spouse, registered domestic partner, child, stepchild, grandparent, grandchild, daughter-in-law, son-in-law, or legal guardian. Bereavement leave need not be taken in consecutive days, but the bereavement leave must be completed within three months of the date of death of the family member.

### **Section 4. Authorized Leave Without Pay**

#### **A. District Leave**

1. A regular, limited-term, seasonal, or probationary employee may request a District Leave without pay for a period not to exceed fifteen (15) calendar days. The granting of such leave shall be at the discretion of the District Manager except in cases where Official Leave has been authorized pursuant to *Section 4.B*, and *Section 9.A*, below. The District Manager may require that all accumulated compensatory time be used prior to granting of District Leave. The use of earned vacation prior to the obtaining of District Leave shall be at the option of the employee. If the short-term leave request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

#### **B. Official Leave of Absence**

1. Upon request, a regular, limited-term, seasonal, or probationary employee may be granted an Official Leave of Absence without pay for instances where the employee is not entitled to any legally protected leave. The granting of such leave shall be at the discretion of the District Manager and, if granted, shall not exceed four (4) months except as provided in 2., below. Such leave may be authorized only after an employee's completion of a District Leave and after all compensatory and vacation accruals have been applied toward payment of the absence.
2. An Official Leave of Absence may be extended for an additional two (2) months at the discretion of the District Manager. If the District Manager denies the extension of such leave, provision of 4, below shall not apply.

3. An employee shall give notice two (2) weeks prior to the date they want to return to work. If an employee does not give the two (2) week notice prior to the date they want to return to work, the District shall not be required to return the employee to work until the employee gives such notice; however, the District may waive the notice or reduce the notice period at its discretion.
4. An Official Leave shall not be credited toward continuous service.
5. If the Official Leave request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

### C. Family and Medical Leave

1. The District provides family and medical care leave for eligible employees as required by federal and state law. Employees who misuse or abuse family and medical care leave may be disciplined, up to and including termination. Employees who fraudulently obtain or use California Family Rights Act ("CFRA") leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions.
2. This policy is supplemented by the Federal Family and Medical Leave Act ("FMLA"), and the CFRA. Unless otherwise stated in this policy, "Leave" means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, the District will run each employee's FMLA and CFRA leaves concurrently.

~~The California Family Rights Act (CFRA) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons.~~ The maximum amount of leave employees may use under this policy is twelve (12) weeks within a twelve (12) month period. For more information regarding leave under this policy, employees should contact human resources.

3.
  - a. To be eligible for leave under the FMLA/CFRA, an employee must:
    - i. Have been employed by the District for at least 12 months; and
    - ii. Have worked for the District at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of leave;
    - iii. For FMLA leave eligibility, the District directly employs at least 50 full or part-time employees within a 75-mile radius for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year. The workweeks do not have to be consecutive. The phrase "current or preceding calendar year" refers to the calendar year in which the employee requests the leave or the calendar year preceding this request.-
  - b. ~~LCFRA~~ leave may be taken by eligible employees for the following reasons:

- i. The birth of a child or to care for a newborn of an employee;~~To care for or bond with a newborn child.~~
- ii. The placement of a child with an employee in connection with the adoption or foster care of a child;
- iii. Leave to care for a child, parent, or spouse who has a serious health condition;~~To care for or bond with a child placed with the employee and/or the employee's registered domestic partner for adoption or foster care. To care for a spouse, parent, registered domestic partner, child, sibling, grandparent, grandchild, parent-in-law, or any Designated Person with a serious health condition.~~
- iv. Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, parent-in-law, sibling, or any Designated Person, who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA.
- v. Because of the employee's serious health condition that makes the employee unable to perform any one or more essential functions of their job ~~(except for pregnancy, which is covered under Pregnancy Disability Leave and does not run concurrently with CFRA).~~
- vi. Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, child, parent, or domestic partner is on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation.
- vii. Under the CFRA only, leave for a variety of "qualifying exigencies" arising out of the fact that an employee's domestic partner is on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA; or
- viii. Leave to care for a spouse, child, parent, or "next of kin" who is a covered service member of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single twelve (12) month period.

c. Definitions

- i. Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider, and either prevents the employee from performing the functions of his or her job or prevents the qualified family member from participating in school or other daily activities. Subject to

certain conditions, the continuing-treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider, or one visit to a health care provider and a continuing regimen of care; an incapacity caused by a chronic condition or permanent or long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of “continuing treatment.”

- ii. Domestic Partner means another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.
- iii. Family Member for FMLA leave means an employee’s child, parent, and spouse. for CFRA leave means an employee’s child, parent, parent-in-law, spouse, domestic partner, grandchild, grandparent, and sibling.
- iv. Grandchild means a child of the employee’s child.
- v. Grandparent means a parent of the employee’s parent.
- vi. Child means a child, including a child who is 18 years of age or older who is capable of self-care. An employee’s child means a biological, adopted, foster, stepchild, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. Under the FMLA, “child” means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or step-child. A child is “incapable of self-care” if he/she requires active assistance or supervision to provide daily self-care in three 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, or using telephones and directories.
- vii. Parent means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- viii. Sibling means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.
- ix. Parent-in-law means the parent of a spouse or domestic partner of the employee.
- x. Designated Person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated

person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per twelve (12) month period for family care and medical leave.

xi. Health Care Provider means

- (a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;
- (b) An individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;
- (c) A podiatrist, dentist, clinical psychologist, optometrist, or chiropractor (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;
- (d) A nurse practitioner or nurse-midwife or a clinical social workers who is authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
- (e) A Christian Science practitioner listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
- (f) Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

xii. Serious Health Condition means an illness, injury impairment, or physical or mental condition that involves:

- (a) Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered "inpatient" when a health care facility admits them to the facility with the expectation that they will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or
- (b) 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:
  - (i) A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
  - (ii) Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
    1. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider,

- or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. 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.
- (iii) Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is a “serious health condition” only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy leave.
- (iv) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
1. Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
  2. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  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 day.
- (v) A period of incapacity that 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 continuing supervision of, but need not be receiving active treatment by health care provider.
- (vi) A period of incapacity that 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 continuing supervision of, but need not be receiving active treatment by health care provider.
- ~~x~~-xiii. Covered Active Duty means: (1) 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; or (2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.
- ~~xi~~-xiv. Covered Service Member means: (1) 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; or

(2) 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 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

d. The Twelve (12) Month Measurement Period

i. The District uses the “rolling” twelve (12) month period measured backward from the date an employee uses any FMLA/CFRA leave and continuous with each additional leave day taken.

e. FMLA/CFRA Leave will run Concurrently

i. If an employee takes a leave of absence for any purpose which also qualifies under the FMLA and CFRA, the District will designate that leave as running concurrently with the employee’s 12-week FMLA and/or CFRA leave entitlement.

e.f. Intermittent or Reduced-Schedule Leave

- i. Eligible employees may take FMLA/CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member. Intermittent leave to bond with a new child must be taken in two-week increments, with a shorter duration allowed on two occasions.
- ii. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt District’s operations. Intermittent leave is permitted in intervals of at least one hour or at the same intervals as provided in District’s [sick leave, vacation, or paid-time-off] policy, whichever increments are smaller.

f.g. Substitution of Paid Accrued Leaves

- i. Although family and medical care leave is unpaid, an employee may elect or the District will require an employee to concurrently use all paid accrued leaves during family and medical care leave as described below.
- ii. Employee’s Right to Use Paid Accrued Leave Concurrently with FMLA/CFRA Leave.
  - (a) An employee may use any earned or accrued paid leave except sick leave for all or part of any unpaid family and medical care leave. An employee is entitled to use sick leave concurrently with family and medical care leave for the employee’s own serious health condition or that of the employee’s parent, parent-in-law, spouse, domestic partner, child, grandparent, grandchild, sibling, or designated person.

iii. District's Right to Require an Employee to Use Paid Leave When Using FMLA/CFRA Leave.

(a) Employees must use and exhaust their accrued leaves concurrently with FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two exceptions:

(i) Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; and

(ii) An employee must agree to use leave from the employee's accrued sick leave to care for a child, parent, spouse or domestic partner, grandparent, grandchild, sibling, or designated person.

(b) Employees are not required to use vacation leave prior to an employee's receipt of Family Temporary Disability Insurance benefits.

g.h. Maintenance of Health Benefits

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

h.i. Procedures

i. When seeking leave under this policy, employees must provide the following to Human Resources:

(a) Thirty (30) days' notice of the need to take CFRA leave if the need for leave is foreseeable or notice as soon as practicable in the case of unforeseeable leave and in compliance with District's normal call-in procedures, absent unusual circumstances.

(b) Medical certification supporting the need for leave due to a serious health condition affecting the requesting employee or an immediate family member within fifteen (15) calendar days of District's request for the certification (additional time may be permitted in some circumstances). Failure to do so

may result in delay of the commencement of leave or denial of a leave request.

- (c) If the District has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the District may require a medical opinion of a second health care provider chosen and paid for by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee but paid for by the District. The opinion of the third provider will be binding. The District must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee.
- (d) Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.
- (e) A return-to-work release before returning to work if the leave was due to the employee's serious health condition, which made the employee unable to perform their job.

#### h.j. Employer Responsibilities

- i. To the extent required by law, District will inform employees whether they are eligible for leave under FMLA/CFRA. Should employees be eligible for ~~CFRA~~ leave, District will provide them with a notice that specifies any additional information required, as well as their rights and responsibilities. District will also inform employees if leave will be designated as FMLA/CFRA-protected and, to the extent possible, note the amount of leave counted against employees' leave entitlement. If employees are not eligible for FMLA/CFRA leave, District will provide a reason for ineligibility.

#### j-k. Reinstatement

- i. Upon returning from FMLA/CFRA leave, employees will typically be restored to their original position or to an equivalent position with equivalent pay, benefits and other employment terms and conditions, in accordance with applicable law. Under the CFRA, the District may not deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the District within 75 miles of the worksite) during or upon the expiration of CFRA leave.

#### k-l. Failure to Return After ~~CFRA~~ Leave

- i. If an employee fails to return to work as scheduled after ~~CFRA~~ leave or if an employee exceeds the 12-week ~~CFRA~~ entitlement, the employee will be subject to District's other applicable leave of absence, accommodation, and attendance policies. This may result in termination if the employee has no other District-

provided leave available that applies to the continued absence, to the extent permitted by applicable law. Likewise, following the conclusion of the CFRA leave, District's obligation to maintain the employee's group health plan benefits ends (subject to any applicable COBRA rights).

m. Parents Both Employed by the District

i. If both married parents of a child, adoptee, or foster child are employed by the District and are entitled to bonding leave:

(a) The aggregate number of workweeks of FMLA leave to which both may be entitled may be limited to twelve (12) workweeks during any twelve (12) month period; and

(b) Each married parent is entitled to take twelve (12) workweeks of CFRA leave during any twelve (12) month period.

ii. If both married parents of a covered service member are employed by the District and are entitled to leave to care for a covered service member, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the twelve (12) month period. This limitation does not apply to any other type of leave under this policy.

~~i. Parents Both Employed by the District~~

~~i. If both married parents of a child, adoptee, or foster child are employed by the District and are entitled to bonding leave:~~

~~(a) Each married parent is entitled to take twelve (12) workweeks of CFRA leave during any twelve (12) month period.~~

D. Pregnancy Disability Leave

1. California law protects women who are pregnant from employment discrimination and allows them to take time off work for their pregnancy, childbirth, and related medical conditions. Women employed with the District are entitled to unpaid pregnancy disability leave (PDL) for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks) from the date of hire for disability due to pregnancy, childbirth, and related medical conditions. For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.
2. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the health care provider of the employee. The leave may be taken at any time she is disabled during or after the pregnancy and does not need to be taken all at once. A woman also is considered "disabled by pregnancy" if she is suffering from severe "morning sickness" or needs to be off for prenatal care. PDL may not be used for baby bonding.

3. If possible, the employee is required to give 30 days' advance notice of the need to take PDL. If 30 days' notice is not possible due to a change in circumstances or a medical emergency, the employee must give notice as soon as practicable. An employee shall be required to furnish medical certification PDL. The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: (1) the employee is disabled from working by pregnancy, childbirth, or a related medical condition; (2) the date on which the employee became disabled by pregnancy, childbirth, or a related medical condition; and (3) the estimated duration or end date of the leave.
4. An eligible employee who is granted PDL will be guaranteed reinstatement upon expiration of the pregnancy disability leave to her original position or to a position with same or comparable duties and pay and at the same or comparable geographic location, except as provided in *Section 4.D.9*, below. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies. The employee shall retain the same seniority as they had at the time of starting leave and shall be reinstated to any benefits previously provided without any new qualification period.
5. FMLA leave shall run concurrently with PDL. While on FMLA leave, health and dental/vision insurance premiums of covered employees shall be paid by the District while the employee is on PDL. Taking PDL may be a qualifying event for COBRA purposes. However, the employee may continue to be covered by health and dental/vision insurance by paying the District the full premium by the first of the coverage month.
6. Any employee on PDL shall use all accrued sick leave first. At the option of the employee, vacation leave or compensatory time may be used once all accrued sick leave has been used. The use of sick leave, vacation leave, or compensatory time does not extend the length of the PDL.
7. Employees on unpaid PDL shall not earn sick leave or vacation leave. Employees shall earn sick leave and vacation leave for each paid hour of vacation leave, compensatory time, and sick leave used. The use of sick leave, vacation leave, and compensatory time shall be used for credit for seniority. PDL used during a probationary period shall extend the length of the probationary period by the length of the leave.
8. If a holiday falls during PDL, the day is counted as PDL. Employees receive pay for holidays if the employee is paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday.
9. The District may refuse to reinstate the employee if:
  - a. The employee would not otherwise have been employed in her same position at the time reinstatement is requested for legitimate business reasons unrelated to the employee taking a pregnancy disability leave, such as a layoff; or

- b. Preserving the job duties for the employee would substantially undermine the employer's ability to operate the business safely and efficiently.

#### E. Leave For Reproductive Loss

1. The District provides employees who have been employed at least 30 calendar days with Reproductive Loss Leave, in the event of a "Reproductive Loss Event". "Reproductive Loss Event" means the day or, for a multiple-day event, the final day of a Failed Adoption, Failed Surrogacy, Miscarriage, Stillbirth, or an Unsuccessful Assisted Reproduction, as those terms are defined below:
  - "Failed Adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.
  - "Failed Surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
  - "Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
  - "Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
  - "Unsuccessful Assisted Reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.
2. Reproductive Loss Leave may be taken for up to five (5) days per Reproductive Loss Event. Reproductive Loss Leave is not required to be taken consecutively, but such leave must be taken within three (3) months of the Reproductive Loss Event, with the exception that, if an employee is on California Family Rights Act ("CFRA") leave, Pregnancy Disability Leave ("PDL"), or another leave protected by state or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use Reproductive Loss Leave within three (3) months of the end date of the other protected leave.

3. If an employee experiences more than one Reproductive Loss Event within a 12-month period, the District will provide Reproductive Loss Leave up to a maximum of 20 days within a 12-month period.
4. Reproductive Loss Leave is unpaid, but employees may elect to use accrued paid leaves, such as sick leave, personal leave, or vacation in order to provide for their compensation while on Reproductive Loss Leave.
5. The District will maintain the confidentiality of any employee who requests to use or uses Reproductive Loss Leave, and the District will not disclose such information other than to internal personnel on a need-to-know basis, or as required by law.

#### F. General Provisions

1. Except as described in *subsections 4.C and D*, above, a request for a leave of absence shall be made in writing and shall state specifically the reason for the request, the date when it is desired to begin the leave of absence, and the probable date of return.
2. A request for leave of absence without pay shall normally be initiated by the employee, but may be initiated by the employee's section only where the employee is unable to initiate such action.
3. Employees on leave of absence without pay shall not earn sick or vacation leave, or credit towards seniority, nor shall the leave of absence count as time towards completing a probationary period.

### Section 5. School Related Leave

#### A. School or Licensed Day Care Activity Leave

1. Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, shall be allowed up to forty (40) hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to their supervisor of the planned absence. The leave is unpaid unless the employee uses vacation, personal leave, or compensatory time off. The employee must provide documentation from the school or licensed childcare facility as verification that the employee participated in school or childcare facility activities on a specific date and at a particular time. If both parents, guardians, or grandparents having custody work for the District at the same District work site, only the first parent requesting will be entitled to leave under this provision.

#### B. Child Suspension Leave

1. Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to his or her supervisor. A school has the authority to request that the parent attend the child's school if the child has: committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel. Such time off is separate and apart from time off for school or licensed day care activity leave.

### **Section 6. Military Leave of Absence**

- A. Military leave will be granted in accordance with federal and state law. A request for Military Leave of Absence shall be made in writing and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return. Military Leave is governed by provisions of the Military and Veterans Code of the State of California, Section 395 to 395.5. When a regular position is vacant due to a Military Leave of Absence, the position may be filled for the length of that leave.

### **Section 7. Jury Duty Leave**

- A. A regular, limited term, or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular hourly rate of pay for those hours of absence that occur during the employee's regularly scheduled working hours not to exceed two (2) workweeks. The employee's fees for jury duty, exclusive of mileage, shall be deposited into the General Fund of the District. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee.

### **Section 8. Workers' Compensation Leave**

- A. When an injury is determined to be job related, an employee shall be placed on Worker's Compensation Leave. If such determination cannot readily be made, and all sick leave has been applied to the absence, the employee shall be placed on an Official Leave of Absence until a final determination is made.
- B. Workers Compensation Leave shall continue until the employee:
  1. Is determined to be physically able to return to work by a medical doctor and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
  2. Is determined to be physically able to return to work with medical restrictions which the District can accept by a medical doctor, and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
  3. Accepts employment outside the District; or
  4. Accepts employment in another District position; or
  5. Has been found to be permanent and stationary and cannot be rehabilitated as provided by law; or

6. Is retired pursuant to Government Code provisions.
- C. If practicable, an employee on Workers' Compensation Leave shall give notice two (2) weeks prior to the date they want to return to work. If an employee does not give two (2) weeks notice prior to the date they want to return to work, the District shall not be required to return the employee to work until such notice is given; however, the District may waive the notice or reduce the notice period at its discretion.

### **Section 9. Absence Without Authorization/Job Abandonment**

- A. Absence without authorization or prior notification for three (3) consecutive days shall be considered an automatic resignation from District employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.
- B. If an employee does not have prior authorization to be absent from work, such employee may request specific authorization from the District Manager prior to the expiration of the time limit specified in A., above.
- C. Written notice of automatic resignation by the District Manager shall be made by sending such notice to the last known address of the employee to be notified, registered with return receipt requested and the depositing of it in the United States mail with postage fully prepaid. Notice is complete upon mailing.
- D. A regular, limited term, or probationary employee may, within ten (10) calendar days from the date of receipt of a written notice of automatic resignation, file a written request for reinstatement. If the employee does not receive a written notice of automatic resignation, a written request for reinstatement by be made within thirty (30) calendar days from the effective date of such resignation. At the sole discretion of the District Manager, such time limits may be extended.
- E. Reinstatement may be granted if the employee makes written explanation satisfactory to the District Manager as to the cause of the unauthorized absence, the reasons for failing to obtain an Authorized Leave, and the submission of any pertinent documentation to substantiate such reasons, and the District Manager finds that the employee is ready, able, and willing to resume the full duties of their position. Automatic resignations may be rescinded in cases where the District determines that the employee was unable due to exigent circumstances to contact their supervisor, provided the employee attempted to do so at the first possible opportunity.
- F. An employee so reinstated shall not be paid for the period of their unauthorized absence of separation and shall be treated as if on Official Leave for purposes of continuity of employment and other appropriate benefits, unless the use of sick leave, vacation, or compensatory time is appropriate.
- G. Notwithstanding any other provision of this Section, the District Manager may rescind an automatic resignation.

- H. No employee separated on account of automatic resignation has the right to a post-separation appeal.

#### **Section 10. Catastrophic Leave Program**

- A. The District Manager shall establish and administer a Catastrophic Leave Program for District employees. The program shall provide for the donation of vacation and compensatory time to District employees whose personal illness or injury is expected to exceed their accrued leave balances by at least fourteen (14) calendar days.
- B. Each donation shall be a minimum of two (2) hours and a maximum of eight (8) hours. Donations exceeding the minimum requirement shall be made in whole hour increments.
- C. This provision shall not apply to employees who are receiving workers' compensation pay, up to 80 hours per pay period.
- D. To be eligible to receive catastrophic leave, an employee must be suffering from a debilitating illness or injury which is expected to incapacitate the employee or an immediate family member, including and limited to parents, children, spouse, or registered domestic partner, for an extended period and which creates a financial hardship.

---

***Policies Cited:***

1. *SGVMVCD: Policy No. 03 – General Personnel Provisions, Section 1*

**SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT**

**Policy Number:** 15  
**Subject:** Reasonable Accommodation and Interactive Process  
**Category:** Personnel Rules and Regulations  
**Adopted:** 10/13/2023  
**Revision(s):** xx/xx/xxxx




---

**POLICY NO. 15 – REASONABLE ACCOMMODATION AND INTERACTIVE PROCESS**


---

**Section 1. – Reasonable Accommodation**

A. Absent the imposition of undue hardship to the District or its operations or the existence of a direct threat to either the health and safety of employee requesting the accommodation or others, the District will provide employment-related accommodations to the following employees and applicants for employment:

1. Qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions; ~~and~~
2. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if they so request, and with the advice of their health care provider; ~~and~~

3. An employee who is a victim or whose family member is a victim of a qualifying act of violence, who requests an accommodation for the safety of the employee while at work~~Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work;~~ and

a. "Victim" is defined as either (1) an individual against whom a "Qualifying Act of Violence", as defined below, is committed; or (2) an individual against whom any crime is committed, to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

a-b. "Qualifying Act of Violence", means (1) domestic violence; (2) sexual assault (i.e., nonconsensual sexual act prescribed by federal, tribal, or state law, including when the victim lacks capacity to consent); (3) stalking (i.e., engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for that person's safety or the safety of others or suffer from emotional distress); or (4) an act, conduct, or pattern of conduct (a) that causes bodily injury to another individual; (b) wherein a weapon is brandished or drawn against another individual; or (c) that is a threat, whether perceived or actual, to use force to cause physical injury to another individual.

~~3-4.~~ Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.

## B. Supporting Documentation or Certification

1. If the disability or the need for reasonable accommodation is not obvious, the District may require the individual requesting such accommodation to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the District will do the following: (1) explain the insufficiency of the documentation provided; (2) allow the employee or applicant to supplement the documentation in order to remedy the issue with the documentation provided; and (3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

## C. Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions

1. If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the District will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: (1) a description of the requested accommodation or transfer; (2) a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and (3) the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

## D. Certification of Victim Status

1. An employee requesting a reasonable accommodation under this policy may be required to provide the District with a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for the safety of the employee while at work.
2. The District may also request certification demonstrating the employee's status, or the employee's family member's status, as a Victim.
- ~~1.—The District may request recertification of an employee's or an employee's family member's status as a victim of a Qualifying Act of Violence, or ongoing circumstances related to the Qualifying Act of Violence every six (6) months after the date of the previous certification. An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for their safety while at work must provide both of the following:~~
  - ~~a.—A written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim safety concerns while at work; and~~

~~b. A certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.~~

## E. Fitness for Duty Examinations

During the course of a fitness for duty examination, the District will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment, without an employee's written authorization.

### 2.1. Applicants

- a. After the District extends a conditional offer of employment to an applicant, the District may require the applicant to submit to a fitness for duty examination that is job-related, necessary for efficient operations of the agency, and required of all applicants for the job classification. The District will notify an applicant or employee who is required to pass a medical and/or psychological examination of their right to obtain a second opinion at their expense and that they may submit such second opinions for consideration.

### 3.2. Current Employee

- a. The District Manager or designee may require an employee to submit to a fitness for duty examination to determine whether the employee has a disability and is able to perform the essential functions of their job when there is significant evidence of the following:
  - i. The employee's ability to perform one or more essential functions of their job has declined; or
  - ii. Could cause a reasonable person to question whether an employee is still capable of performing one or more of their essential job duties, or is still capable of performing those duties in a manner that does not harm themselves or others.

### 4.3. Role of Health Care Provider

- a. The District may request the applicant's or employee's health care provider to conduct a fitness for duty exam on the applicant or employee, or may request a District-selected health care provider to do so at the District's expense. The District will allow an employee paid time off to attend the exam. The District will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job. The examination will be limited to determining whether the applicant or employee can perform the essential functions of their position and any work restrictions and/or functional limitations that apply to

the applicant or employee. The health care provider will examine the employee and provide the District with non-confidential information regarding whether:

- i. The applicant or employee has a disability within the meaning of the FEHA;
  - ii. The applicant or employee is fit to perform essential job functions;
  - iii. Workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;
  - iv. There are any reasonable accommodations that would enable the employee to perform essential job functions; and
  - v. The employee's continued employment poses a threat to the health and safety of themselves or others.
- b. Should the health care provider exceed the scope of the District's request and provide confidential health information, without valid consent of the applicant or employee, the District will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the District has requested.

#### 5-4. Authorization for Use of Medical Information

- a. During the course of a fitness for duty examination, the District will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

#### 6-5. Medical Information from the Employee or Applicant

- a. If an employee or applicant submits medical information to the District from their own health care provider, the District will not forward that information on to the health care provider who conducted the examination for the District, without the employee or applicant's written authorization.
- b. Upon receipt of the written authorization, the District will request the District-paid health care provider to determine whether the information alters the original fitness for duty assessment.

## **Section 2. Interactive Process**

### **A. Initiation of the Interactive Process**

The District will initiate the interactive process when:

1. An applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s);
2. The District otherwise becomes aware of the need for an accommodation through a third party (e.g., a doctor's note requesting an accommodation), or by observation of the employee's work;

3. The District becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation;
4. An employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of their health care provider;
5. An employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave;
6. An employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for their safety at work;
7. An employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or
8. An employer is aware of the need for a reasonable accommodation for an employee or applicant's religious beliefs, observance, or practices.

B. Interactive Communication

1. After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the District will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and their designated representative, (if any). The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations. The District will document these communications in writing.

C. Potential Accommodations for Applicants or Employees with Disabilities

1. Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain their current job. The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others. The District will consider accommodations that the applicant or employee suggests, but has the right to select and implement any reasonable accommodation that it deems effective. The range of potential reasonable accommodations includes, but is not limited to, the following:
  - a. Making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities, including, but not limited to, the following: acquisition or modification of equipment or devices; adjustment or modifications of examinations, training materials or policies; and/or the provision of qualified readers or interpreters; job restructuring; part-time or modified work schedules; paid or unpaid leave of absence of a finite duration that is likely to enable the employee to return to work at the end of the leave; preferential consideration to reassignment to a vacant,

comparable position, except when such preference would violate a bona fide seniority system; reassignment to a vacant lower-paid position if there is no funded, vacant comparable position for which the individual is qualified for; or reassignment to a temporary position, if the individual agrees.

D. Potential Accommodations for Employees Affected by Pregnancy and Related Medical Conditions

1. Depending on the facts of each case, the interactive process will attempt to identify and implement a reasonable accommodation that is consistent with the medical certification applicable to the applicant or employee. Whether an accommodation is reasonable is a case-by-case analysis that takes into account several factors, including, but not limited to: the employee's medical needs; the duration of the needed accommodation; and the employer's legally permissible past and current practices. The range of potential accommodations includes, but is not limited to, the following: transfer to a less strenuous or hazardous position for the duration of the pregnancy; change in or restructuring of work duties, such as modifying lifting requirements; providing more frequent breaks; providing seating; time off for medical appointments; and transfer temporarily to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate reduced work schedule or intermittent leave. However, a reduction in work hours may be considered a form of pregnancy disability leave and deducted from the employee's four (4) month pregnancy disability leave entitlement.

E. Potential Accommodations for Employee - Victims of Domestic Violence, Sexual Assault, or Stalking

1. Depending on the facts of each individual case, the interactive process analysis will review all possible accommodations that would enhance the safety of the employee victim at work. In determining what accommodation is reasonable, the District will consider the exigent circumstance or danger facing the employee. The District will consider the preferences of the employee to be accommodated, but has the right to select and implement any accommodation that it deems effective. The range of potential safety measure accommodations includes, but is not limited to, the following: transfer, reassignment, modified schedule; change in work telephone number; change in location of work station; installation of locks; assistance in documenting domestic violence, sexual assault, stalking, or a crime that occurs in the workplace; the implementation of a safety procedure(s); adjustment to job structure, workplace facility, or work requirement; and referral to a victim assistance organization.

F. Potential Accommodations for Religious Creed, Religious Dress Practice, or Religious Grooming Practice

1. Depending on the facts of each case, the interactive process analysis will review all possible accommodations that would resolve the conflict between the religious belief or observance and any employment requirement. The District will consider the preference of the employee or applicant but has the right to select and implement any accommodation that it deems effective. The range of potential accommodations includes,

but is not limited to, the following: job restructuring or job reassignment (but not segregation from other employees or the public); modification of work practices, including dress or grooming; allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked in order to avoid a conflict with their religious observances.

#### G. Determination

1. After the interactive process communications, the District Manager or designee will review the information received, and determine: whether all available information has been reviewed; whether all potential accommodations that the applicant or employee has suggested have been considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences have been taken into account; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming themselves or others; and if the accommodations would pose an undue hardship on District finances or operations. The District Manager or designee will inform the applicant or employee of their determination in writing. The District Manager or designee will use their discretion based upon the particular facts of each case.

#### H. Access to Medical Information Regarding Fitness for Duty

1. Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the District Manager or designee, the District's legal counsel, first aid and safety personnel in case of emergency, and supervisors who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to federal and state law.

THIS PAGE INTENTIONALLY LEFT BLANK

**SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT**

**Policy Number:** 23  
**Subject:** Travel and Per Diem  
**Category:** Personnel Rules and Regulations  
**Adopted:** 10/13/2023  
**Revision(s):** xx/xx/xxxx




---

**POLICY NO. 23 – TRAVEL AND PER DIEM**


---

**Section 1. Purpose**

Reasonable and necessary expenses for authorized employees to attend approved conferences, seminars, or meetings (events) that directly benefit the District will be paid directly by the District in advance whenever feasible or reimbursed pursuant to this policy.

This policy establishes uniform requirements for travel authorization, payment, reimbursement, and compensation for attendance and travel, including public reporting consistent with applicable federal and California law.

**Section 2. Authorization**

The District Manager or Department Director shall review and authorize employee attendance at events.

**Section 3. Procedure and Allowable Expenses**

- A. Registration. Registration fees for approved events shall be paid by the District.
- B. Transportation. Transportation expenses shall be paid by the District in advance whenever practicable or reimbursed pursuant to the policy when advance payment is not practical. Employees shall use the most economical mode and class of transportation reasonably consistent with scheduling needs, safety, and operational requirements. Government and group rates shall be used when available.
  1. Airfare. If air travel is required, the most economical and reasonable rates shall be utilized.
  2. Vehicle Use. A District vehicle should be used when available and practical. All employees operating vehicles for District business shall comply with the District's Driver Safety and Vehicle Use Program.\*\* If it is not feasible to use a District vehicle, personal vehicle mileage shall be reimbursed at the Internal Revenue Service (IRS) standard mileage rate in effect at the time of travel.\* The IRS rate is intended to compensate for gasoline, insurance, maintenance, and other vehicle operating expenses.
  3. Car Rental. If a car rental is required, the most economical and reasonable rates shall be utilized.

4. Rideshare. Rideshare costs may be reimbursed when the cost is equal to or less than the cost of a rental vehicle, gasoline, and parking combined, or when necessary to meet scheduled event obligations in a time-efficient manner.
- C. Lodging. Lodging expenses shall be paid for by the District in advance whenever practicable or reimbursed pursuant to this policy when advance payment is not practical, when an event on official District business reasonably requires an overnight stay.
    1. When lodging is associated with a conference, lodging expenses must not exceed the group rate published by the conference sponsor if such rates are available at the time of booking. If the group rate is unavailable, the most economical and reasonable government or comparable rate shall be utilized.
  - D. Per Diem. Employees attending an approved event shall receive a per diem of fifty-five (\$55) per day to cover meals, customary tips, and incidental expenses while attending the event. The per diem is intended to reasonably approximate meal and incidental expenses and is not additional compensation. The District will not pay for any alcohol-related expenses.
  - E. Parking. Parking fees associated with approved travel, lodging, and event attendance shall be paid by the District in advance whenever practicable and the most reasonable and economical rate shall be utilized. When advance payment is not feasible, the District shall reimburse an employee for the cost incurred by following the report of expenditures process outlined in this policy.

#### **Section 4. Report of Expenditures**

The District may reimburse additional authorized travel expenses incurred by an employee, excluding expenses paid in advance and those covered by per diem.

All travel expense reimbursement requests shall be submitted by an employee via an "Authorized Travel Expense Report Form" provided by the District within thirty (30) days after returning from an approved event.

The report shall include an itemized list of expenditures with supporting receipts for each item noted as an additional actual and necessary expense incurred that are in compliance with this policy.

Reimbursement will not be issued without required documentation.

#### **Section 5. Compensation for Event and Travel Time (Non-Exempt Employees)**

Non-exempt employees attending approved events shall be compensated for all hours worked, including event attendance and travel time that is legally compensable under applicable federal and California wage and hour laws. Non-exempt employees must obtain advance authorization for overtime associated with travel or event attendance. Unauthorized overtime will be paid as required by law but may result in corrective action, including disciplinary action.

- A. Travel by car: For approved events requiring travel by car, non-exempt employees shall report to the District office or a District-approved carpool location.

Compensable time begins upon arrival at the required reporting location at the directed time. Travel time from the reporting location to the event location and return to the reporting location is compensable for drivers and passengers.

Travel from home to the required reporting location and from the reporting location to home is considered ordinary commuting and is not compensable, unless otherwise required by applicable law.

- B. Travel by plane: For approved events requiring air travel, travel for non-exempt employees shall be scheduled during the employee's normal assigned work shift.

Travel outside the employee's normal assigned work shift will not be approved unless the Department Director or District Manager determines in advance that such travel is operationally necessary and consistent with the District's obligations under applicable federal and California wage and hour laws.

Non-exempt employees shall be compensated for travel time that is compensable under applicable law, including transportation to and from the airport, required time at the airport (check-in and security), flight time, and required ground transportation.

- C. Early arrival/Overnight Travel: When an approved event reasonably requires an overnight stay for a non-exempt employee, the District will determine the appropriate travel schedule consistent with Section B of this policy.

If the District directs a non-exempt employee to travel prior to the event start date, the employee shall be compensated for any travel time that is compensable under applicable law.

If a non-exempt employee elects to travel outside the District-directed schedule for personal convenience prior to the event start date, compensable travel time shall be limited to the time that would have occurred under the District-directed schedule.

Time spent in lodging or off-duty personal time is not compensable unless the employee is required to perform work or is otherwise under the control of the District.

- D. Event conclusion: If an approved event ends before the non-exempt employee's normal work shift, the employee shall be compensated for actual event attendance time and any applicable compensable travel time.

The employee's workday ends upon completion of return travel unless additional work is assigned by the Department Director or District Manager.

- E. Timekeeping: Non-exempt employees shall accurately record event time, travel time, and any work performed during travel in accordance with District timekeeping procedures.

## Section 6. Reports to Board of Trustees

Following attendance at an approved event, the employee shall submit a Sunshine Report summarizing key insights and benefits to the District and its ratepayers.

The Sunshine Report shall be submitted in time to be included in the next regularly scheduled Board of Trustees meeting agenda packet.

Sunshine Reports are public records and shall not include confidential or legally protected information.

## Section 7. Conduct

While attending events, employees represent the District and shall dress and act professionally and appropriately.

Inappropriate conduct may affect the employee's opportunity to attend future events and may result in disciplinary action consistent with District policy.

---

### ***Resolutions/Policies Cited:***

1. *\*SGVMVCD: Resolution No. 94-03, Use of Personal Vehicles for District Business*
2. *\*\* SGVMVCD: Policy No. 27 – Driver Safety and Vehicle Use Program, Section 5*

**SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT**

**Policy Number:** 23  
**Subject:** Travel and Per Diem  
**Category:** Personnel Rules and Regulations  
**Adopted:** 10/13/2023  
**Revision(s):** 5/9/2025




---

**POLICY NO. 23 – TRAVEL AND PER DIEM**


---

**Section 1. Purpose**

- A. The District shall pay for expenses for authorized employees to attend approved conferences, seminars, or meetings (events).
1. The authorization for employees shall be the approved budget line item, *6619 – Travel, Meetings, and Conferences*.
  2. The employee may attend an event not specifically itemized in the approved budget providing the event will directly benefit the District, the event is approved by the District Manager or Department Director, and the cost of such event will not exceed the budgeted amount for travel.

**Section 2. Procedure**

- A. The District Manager or Department Director shall authorize employees to attend events.
- B. Registration. Registration fees for the event shall be paid by the District in advance.
- C. Transportation. Transportation expenses shall be paid by the District in advance. The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used when available.
1. Airfare. If the most economical means of travel require air travel, the most economical and reasonable rates shall be utilized.
  2. Vehicle. To ensure the most economical mode of transportation is used, a District vehicle should be used when available. If it is not feasible to use a District vehicle, personal vehicle mileage will be reimbursed at the Internal Revenue Service rates presently in effect (see [www.irs.gov](http://www.irs.gov)). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle.
  3. Car Rental. If the most economical means of travel require a car rental, the most economical and reasonable rates shall be utilized.

4. Rideshare. Rideshare costs may be reimbursed when such cost of such fares is equal or less than the cost of a car rental, gasoline, and parking combined, or when such transportation is necessary for time efficiency.
- D. Lodging. Lodging expenses shall be paid for by the District in advance if an event on official District business reasonably requires an overnight stay.
1. When lodging is associated with a conference, lodging expenses must not exceed the group rate published by the conference sponsor if such rates are available at the time of booking. If the group rate is not available, the most economical and reasonable government and group rates for comparable lodging shall be utilized.
- E. Per Diem. Employees attending an approved event shall receive fifty-five (\$55) per day to cover meals, incidentals, and gratuities while at the event. The District will not pay for alcohol and/or personal bar expenses.
- F. Parking. Parking fees associated with approved travel, lodging, and/or event attendance shall be paid by the District in advance when possible and most reasonable and economical rate shall be utilized. When advance payment for parking fees is not feasible, the District shall reimburse the employee for the cost incurred by following the report of expenditures process outlined in this policy.

### **Section 3. Report of Expenditures**

The District may reimburse additional authorized travel expenses incurred by an employee, excluding expenses paid in advance and those covered by per diem.

- A. All travel expense reimbursement requests shall be submitted by an employee via an "Authorized Travel Expense Report Form" provided by the District within thirty (30) days after returning from an approved event.
- B. The report shall include an itemized list of expenditures with supporting receipts for each item noted as an additional actual and necessary expense incurred that are in compliance with this policy.
- C. Inability to provide such documentation in a timely fashion may result in the expense being borne by the employee.

### **Section 4. Reports to Board of Trustees**

Following event attendance, the employee shall submit a Sunshine Report to be included in the next regularly scheduled Board of Trustees meeting agenda packet, summarizing key insights that benefit the District and its ratepayers.

### **Section 5. Conduct**

- A. While attending conferences, employees represent the image of the District and should dress and act appropriately. Inappropriate conduct may affect the employee's opportunity to attend future conferences.

---

***Resolutions/Policies Cited:***

1. *\*SGVMVCD: Resolution No. 94-03, Use of Personal Vehicles for District Business*
2. *\*\* SGVMVCD: Policy No. 27 – Driver Safety and Vehicle Use Program, Section 5*

THIS PAGE INTENTIONALLY LEFT BLANK



## San Gabriel Valley Mosquito & Vector Control District District Manager's Report

Date: April 10, 2026

Meeting of: SGVMVCD Board of Trustees: Personnel and Policy Committee

Subject: **Consider Cost-of-Living Adjustment (COLA) for Fiscal Year 2026-2027**

Exhibit(s): None

### Background

Pursuant to Policy No. 41 – Salary Adjustments, cost-of-living data is reviewed annually to assess potential salary adjustments for District employees. The primary metric for this review is the year-over-year percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) as of March.

Maintaining a competitive compensation structure is critical for employee retention and recruitment. From 2021-2026, the cumulative CPI-W increased by 21.2%, while the District approved cumulative COLA adjustments totaling 12.5%. The table below compares historical CPI-W increases with District-approved COLA adjustments over the past five fiscal years and includes the recommended adjustment for Fiscal Year 2026-2027.

Fiscal Year	CPI-W Increase (%)	COLA Granted (%)	Difference %
2021-2022	2.2%	1.0%	-1.2%
2022-2023	8.5%	1.5%	-7.0%
2023-2024	3.7%	4.0%	0.3%
2024-2025	4.0%	4.0%	0.0%
2025-2026	2.8%	2.0%	-0.8%
<b>TOTAL (2021-2026)</b>	<b>21.2%</b>	<b>12.5%</b>	<b>-8.7%</b>
<b>PROPOSED 2026-2027</b>	<b>* 3.0%</b>	<b>3.0%</b>	<b>0.0%</b>
<b>TOTAL WITH PROPOSED</b>	<b>24.2%</b>	<b>15.5%</b>	<b>-8.7%</b>

### Financial Impact

The estimated total cost for a 3% COLA for FY 2026-2027 is approximately \$127,000.

### District Manager Recommendation

For FY 2026-2027, a 3% COLA is recommended.

\*This recommendation is based on current inflation trends indicating a year-over-year increase of approximately 3%. The March CPI-W data is scheduled for release on April 10, 2026 (the day of this meeting). If the final March CPI-W differs significantly, the Committee may provide further direction before Board consideration.

### Committee Action Options

1. The Committee may recommend approval of the 3% COLA for Fiscal Year 2026-2027 to the Board.

Submitted by:

Jason Farned  
District Manager