



TAHOE RESOURCE CONSERVATION DISTRICT

EMPLOYEE HANDBOOK

Welcome to Tahoe RCD!

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with our District and answer many of your initial questions.

As an employee of Tahoe RCD, you are very important. Your contribution cannot be overstated. Our goal is to provide the finest-quality services to residents and visitors and partners and to do so as efficiently and economically as possible.

You are an important part of this process because your work directly influences our District's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

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The Way We Work

A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of the District. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the District. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The District retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the District. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

The District complies with federal and state law and this handbook generally reflects those laws. The District also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, the District reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the District Manager of the District. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Any agreement to employment for a specified period of time

will be put into writing and signed by the District Manager of the District.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

OUR DISTRICT IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE DISTRICT MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE DISTRICT IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN OFFER LETTER SIGNED BY THE DISTRICT MANAGER OF THE DISTRICT.

This Employee Handbook refers to current benefit plans maintained by the District. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

Equal Employment Opportunity

Our District is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis including, but not limited to: veteran status, uniform servicemember status, race, color, religion, sex, national origin, physical or mental disability, genetic information or any other protected class under federal, state, or local law.

In California, the following also are a protected class: race; religious creed; color; national origin; ancestry; physical disability; mental disability; medical condition, including genetic characteristics; genetic information; marital status; sex; pregnancy, childbirth or related medical conditions; perceived pregnancy; actual or perceived gender; gender identity or expression; sexual orientation; civil air patrol membership; service in the military forces of the State of California or of the United States; lawful conduct occurring during nonworking hours away from District premises; and age [40 or over]. Included in the definition of each protected category is the perception of membership in a protected category and an individual's association with an actual or perceived member of a protected category.

You may discuss equal employment opportunity related questions with your supervisor or any other designated member of management.

Pregnancy Accommodation

The District will provide reasonable accommodations to female employees related to pregnancy, childbirth, or

related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the District will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assisting with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The District may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact your supervisor.

Americans with Disabilities Act

Our District is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify your supervisor of the need for accommodation. Upon doing so, your supervisor may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The District will not seek genetic information in connection with requests for accommodation. All medical information received by the District in connection with a request for accommodation will be treated as confidential.

Immigration Reform and Control Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our District is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the District.

A Word About our Employee Relations Philosophy

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

No Harassment

We prohibit harassment of one employee by another employee, supervisor or third party for any reason based upon an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected under federal, state, or local law.

In California, the following also are a protected class: race; religious creed; color; national origin; ancestry; physical disability; mental disability; medical condition,

including genetic characteristics; genetic information; marital status; sex; pregnancy, childbirth or related medical conditions; perceived pregnancy; actual or perceived gender; gender identity or expression; sexual orientation; civil air patrol membership; service in the military forces of the State of California or of the United States; lawful conduct occurring during nonworking hours away from company premises; and age [40 or over]. Included in the definition of each protected category is the perception of membership in a protected category and an individual's association with an actual or perceived member of a protected category.

Violation of this policy will result in disciplinary action, up to and including immediate discharge.

The following list constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with your immediate supervisor or one of the contacts listed in this policy.

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

Our supervisors and managers are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No supervisor or other member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with the supervisor or manager, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to one of the individuals listed below:

1. Discuss any concerns with Holly Payne, Human Resources at (530) 543-1501, ext. 100, 870 Emerald Bay Road, #108, South Lake Tahoe, CA 96150.
2. If you are not satisfied after you speak with Holly Payne, or if you feel that you cannot speak to Holly Payne, discuss your concern with Kim Boyd, District Manager at (530) 543 1501, ext. 109, 870 Emerald Bay Road, #108, South Lake Tahoe, CA 96150.

If an employee makes a report to any of these members of management and the manager either does not

respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other members of management designated in this policy to receive complaints.

You should report any actions that you believe may violate our policy no matter how slight the actions may seem.

We will investigate the report and then take prompt, appropriate remedial action. The District will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

We are serious about enforcing our policy against harassment. Persons who violate this or any other District policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

Employee Classification

Your employee classification determines how you will be paid, whether you receive overtime pay, and the kind/level of benefits you receive. The District

determines employee classifications based on job descriptions and the nature of the work performed, consistent with the Fair Labor Standards Act and complies with federal and state non-exempt status. All employees are classified as exempt or nonexempt, based on positions and the work actually performed.

Exempt Employees hold executive, administrative, professional, or other specific exempt positions. These employees are generally paid a salary. This salary is an exempt employee's compensation, regardless of the number of hours worked. They do not earn overtime, and are expected to work as many hours as necessary to fully meet their responsibilities.

Non-exempt Employees perform work that does not qualify as exempt work according to the Fair Labor Standards Act and California law. These employees generally earn an hourly wage, and they are entitled to overtime pay for approved work performed over eight hours in one calendar day (paid at a rate of 1 ½ times the employee's hourly wage), or 40 hours per week. Some employment positions work an alternative work week schedule (AWWS) to meet the needs of the District's various programs. The District's AWWS consists of a 4/10/40 schedule (10 hour days, 4 days per week), which entitles overtime pay for approved work performed over ten hours in one calendar day (paid at a rate of 1 ½ times the employee's hourly wage), or 40 hours per week.

INTRODUCTORY PERIOD: Full-time and part-time regular employees are on an introductory period during their first 90 days of employment. During this time, you will be able to determine if your new job is suitable for you and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-

will employee both during and after your introductory period.

REGULAR FULL-TIME EMPLOYEES are those who are assigned to work a regular schedule of 40 hours per workweek and whose work assignments do not have a specific ending date. These employees may be exempt or non-exempt. Full-time employees are eligible for benefits offered by the District.

REGULAR PART-TIME EMPLOYEES are those who are assigned to a regular work schedule that is less than 40 hours per workweek and whose work assignments do not have a specific ending date. These employees may be salaried or hourly. Part-time employees who work over twenty hours per workweek may be eligible for some District benefits on a pro rata scale based on the percentage of hours worked in a workweek in relation to a full-time employee.

TEMPORARY EMPLOYEES are those employees who are assigned to work for a specified period of time. The District hires these individuals based on assessed District needs. These employees are not eligible for District benefits unless otherwise stated in the employee's offer letter.

SEASONAL FULL-TIME/PART-TIME EMPLOYEES are temporary employees who work seasonally and may be rehired without going through the interview process. These employees are not eligible for Agency benefits unless otherwise stated in the employee's offer letter.

Certification, Licensing and Other Requirements

You will be informed by your supervisor if there are any licensing, certification or testing requirements for your job. Failure to qualify or to maintain a certification or license may be sufficient cause for discharge.

New Employee Orientation

After reading this Employee Handbook please sign the receipt page and return it to your supervisor. You will be asked to complete personnel, payroll and, if eligible, benefit forms.

If you lose your Employee Handbook or if it becomes damaged in any way, please notify your supervisor as soon as possible to obtain a replacement copy.

Your supervisor is responsible for the operations of your department. (S)he is a good source of information about the District and your job.

Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor is able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with Human Resources. (S)he will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the District Manager.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.

Your Pay and Progress

Recording Your Time

All employees must record their hours on time sheets and give them to their supervisor by the Tuesday morning that follows pay day, unless otherwise directed. A pay period schedule will be provided to you upon request.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work before your meal period.
- Immediately before resuming work after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Exempt employees may be required to accurately record their time worked in accordance with federal and state wage and hour law.

All employees subject to this policy are required to accurately record all time worked.

The workweek starts on 12:00am Saturday and ends on 11:59pm Friday.

Payday

You will be paid biweekly on Friday for the period that ends on the previous Friday.

When our payday is a holiday, you normally will be paid on the last working day before the holiday.

Please review your paycheck for errors. If you find a mistake, report it to the bookkeeper immediately. The bookkeeper will assist you in taking the steps necessary to correct the error.

Paycheck Deductions

The District is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of the District that exempt employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, the District may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability; or
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences; or
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted; or
- Suspensions of one or more full days for violations of safety rules of major significance; or
- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence; or
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary; or
- Any unpaid leave taken under the Family and Medical Leave Act; or
- Negative paid-time-off balances, in whole-day increments only.

The District will not make deductions which are prohibited by the Fair Labor Standards Act or state laws from its exempt employees' pay.

If questions or concerns about any pay deductions arise, discuss and resolve them with Human Resources. If an error is found, you will receive an immediate adjustment which will be paid no later than on the next regular payday.

Garnishment/Child Support

When an employee's wages are garnished by a court order, our District is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our District will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

Direct Deposit

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program. This takes approximately two consecutive pay periods to set-up direct deposit.

Pay Advances

Pay advances will not be granted to employees.

Performance Reviews

Your performance is important to our District. Once each year, on or about your anniversary date, your supervisor will review your job performance within our District and help you set new job objectives for the following year.

Our performance review program provides the basis for better understanding between you and your supervisor, with respect to your job performance, potential and development within the District.

New employees will generally be reviewed at the end of their introductory period or more frequently.

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Your Pay and Progress

You will receive an annual review given by your immediate supervisor. Pay increases are assessed on this evaluation based upon job performance, skill level, personal traits, adaptability and initiative.

Pay Raises

Depending upon your performance and our District's budget, adjustments in your pay may be made when there has been an improvement in or sustainment of an already good performance during the review period.

Job Descriptions

The District maintains a job description for each position in the District. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see your supervisor.

Overtime

There may be times when you will need to work overtime so that we may meet the needs of the program. Although you will be given advance notice when feasible, this is not always possible. Non-exempt employees must have all overtime approved in writing in advance by their supervisor.

Overtime is paid in accordance with Federal and State Labor Laws.

We will allow employees to make up time for work missed because of their personal obligations. Employees who wish to do so must provide their supervisor with a written and signed request for each occasion that they desire to make up time. However, an employee who makes up missed time in the same workweek will not be paid overtime for the additional hours of work, except when those hours exceed 11 hours per day.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with Human Resources.

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Time Away From Work and Other Benefits

Employee Benefits

This Employee Handbook describes the current benefit plans maintained by the District. Refer to the actual plan documents and summary plan descriptions for health, dental and vision insurance(s). Those documents are controlling. Or ask Human Resources for more information.

The District reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

Holidays

The District observes the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve
- Christmas Day

Eligible employees who work holidays will be paid at a rate of time and one-half their regular hourly rate. In addition, employees who are required to work holidays will receive 8 hours of holiday pay at their regular rate of pay. For eligibility refer to employee offer letter.



Vacation

All regular full-time employees are eligible for vacation.

Immediately upon hire the employee will earn 3.08 hours of paid vacation for every 80 hours worked.

On the employee's fifth (5th) anniversary of employment, the accrual rate will increase to 4.62 hours of paid vacation for every 80 hours worked.

On the employee's tenth (10th) anniversary of employment, the accrual rate will increase to 6.16 hours of paid vacation for every 80 hours worked.

Consult Human Resources for detailed information on how the dollar amount of your vacation pay is calculated and the amount you are entitled to receive.

To be eligible for paid vacation, you must work your last scheduled day before the vacation and the first scheduled day after the vacation, unless you receive prior approval from Human Resources.

Vacation time is given to employees so that they are better able to perform their jobs when they return. For this reason, we require employees to take their vacation and we do not permit employees to take pay in lieu of time off, except at employment anniversary date if 80-hour cap is exceeded. Employees are allowed to carry-over only 80 hours of vacation time upon reaching their employment anniversary date. Any accrued hours over the 80-hour cap will be paid out. Unpaid leave when vacation accrual is available is not permitted.

Submit vacation requests in writing at least two weeks in advance to your supervisor. When possible, vacation requests are granted, taking in to account operating

requirements. Length of employment may determine priority in scheduled vacation times.

Employees who are out on a leave of absence do not accrue vacation time while they are on their leave.

At the end of employment, eligible employees will be paid for accrued but unused vacation.

Sick Days

All regular full-time employees are eligible for paid sick days each year, up to a maximum of thirty days (30).

Immediately upon hire the employee will earn 3.08 hours of paid sick time for every 80 hours worked.

Exempt employees will receive sick pay in compliance with state and federal wage and hour laws.

All employees may use up to one-half of their annual allotment of accrued and available sick days for absences to attend to an illness of the employee's child, the child of the employee's registered domestic partner, the employee's parent, sibling, grandparent, registered domestic partner or spouse, on the same terms the employee is able to use sick day benefits for the employee's own illness or injury. Whenever the leave is foreseeable, employees must provide notice to their supervisor. 3+ days leave requires a doctor's note.

At the end of employment, employees are not paid for earned but unused sick days.

Exempt employees will receive sick pay in compliance with state and federal wage and hour laws.

Following California Law **AB 1522** “**Healthy Workplaces, Healthy Families Act of 2014**” **Paid Sick Leave for All Employees** - Temporary, extra-help, part-time, and seasonal employees are entitled to use up to three (3) days of paid sick leave in a 12-month period; employees will receive sick hours based on approved work schedule. No waiting period (0 days) for sick time to be used. No accrual. No carry-over. No cash-out.

Jury Duty

If you are summoned for jury duty, give reasonable notice to Human Resources that you will need time off to serve. You will be granted paid leave in order to server.

Full-time employees summoned for jury duty are paid their normal rate of pay for up to one week. Thereafter, the leave is unpaid. All other employees are granted an unpaid leave in order to serve.

We reserve the right to request proof of jury service issued by the Court upon return.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with Human Resources as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

Voting Leave

Our District believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee who does not have sufficient time outside of working hours to vote in a statewide election may request up to two paid hours off in order to vote. We reserve the right to select the hours you are excused to vote.

Notify Human Resources of the need for voting leave as soon as possible. When you return from voting leave, you must present a voter's receipt to Human Resources as soon as possible.

Military Leave

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation (if any) may be used for this leave if the employee chooses, but the District will not require the employee to use vacation. Military orders should be presented to Human Resources and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the District unless military necessity makes this impossible. You must notify Human Resources of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from Human Resources.

Family Military Leave

An employee who works an average of 20 or more hours per week whose spouse or registered domestic partner is a member of the Armed Forces, National Guard or Reserves that has been deployed during a period of military conflict is eligible to receive up to 10 unpaid days off when their spouse is on leave from military deployment.

You must provide Human Resources with notice of your intention to take leave within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. Employees taking family military leave must also provide the District with written documentation certifying their spouse will be on leave from deployment.

Civil Air Patrol Leave

An employee who is a voluntary member of the California Wing of the Civil Air Patrol will be permitted no less than 10 days of unpaid leave per calendar year in order to respond to an emergency operational mission as defined by state law.

In order to qualify for leave under this policy, an employee volunteer member must be employed by the District for at least 90 days immediately preceding the commencement of leave. The employee must give the District as much notice as is possible of the intended leave dates. Leave for a single emergency operational mission shall not exceed three days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission, and the extension of the leave is approved by the District.

The District may require certification from the proper Civil Air Patrol authority to verify the employee's eligibility for leave. The District reserves the right to deny the leave request if the employee fails to provide the required certification.

Upon expiration of the leave, the District will restore the employee to his or her position or to a position with equivalent seniority, benefits, pay and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to use of leave under this policy.

This policy does not apply to employees who serve as first responders or disaster service workers for a local, state, or federal agency to the same or a simultaneous emergency operational mission.

Employees may substitute accrued vacation for unpaid leave, but are not required to exhaust accrued leave prior to taking leave under this policy.

Volunteer Firefighter Leave

Employees who serve as volunteer firefighters, reserve peace officers, or emergency rescue personnel may be eligible for unpaid leave up to 14 days per calendar year for the purpose of engaging in fire, law enforcement, or emergency rescue training.

Employees who take leave should provide the District with a written statement from the chief of the employee's fire department verifying the time, date, and duration of the training.

Witness Leave

Employees are given the necessary time off with pay to attend or participate in a court proceeding in accordance with state law. We ask that you notify human resources of the need to take witness leave as far in advance as is possible.



Domestic Violence Leave

The District will not discriminate against employees who are victims of domestic violence, sexual assault or stalking for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a victim or his or her child.

The District will also not discriminate against an employee who is a victim of domestic violence, sexual assault or stalking for taking time off from work to seek medical attention for injuries caused by such domestic violence, sexual assault or stalking, to obtain services from a related support program, to obtain psychological counseling, or to participate in actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Affected employees must give the District reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, the District will take no action against affected employees if, within a reasonable time after the appearance, they provide the District with documentary evidence that their absence was required for any of the above reasons.

This leave will be unpaid. However, affected employees may use vacation, personal leave or other accrued time off (if available).

Victims of Felony Crimes Leave

The District will grant reasonable and necessary leave from work without pay, to employees who are victims, or whose spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner, or child of a registered domestic partner is a victim of a violent or serious felony or felonious theft or embezzlement, for the purposes of attending legal proceedings related to the crime.

Affected employees may elect to use accrued paid vacation, personal leave and/or sick leave in lieu of unpaid leave.

When feasible, affected employees must provide the District with advance notice of the employee's need for leave, including a copy of the notice of the scheduled proceeding. If advance notice is not feasible, affected employees must provide documentation evidencing the legal proceeding requiring the employee's absence within a reasonable time after leave is taken.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Bone Marrow and Organ Donation Leave

Employees are eligible to receive up to 30 business days of paid leave to serve as an organ donor and up to five business days of paid leave to serve as a bone marrow donor in a one-year period. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. Employees must be employed by the District for at least 90 days immediately preceding the commencement of leave and request leave in writing.

When available, the employee must utilize up to five business days of accrued but unused sick or vacation leave for initial bone marrow donation leave and up to two weeks of accrued but unused sick or vacation leave for initial organ donation leave.

Please provide Human Resources with written physician verification of the purpose and length of each leave.

Leave under this policy will not run concurrently with any leave taken pursuant to the Federal Family and Medical Leave Act or the California Family Rights Act.

For more information regarding this leave, please see Human Resources.

School Visitation Leave

If you are the parent or guardian of a child who is suspended and are required to appear at the child's school, you may take time off without pay if you provide reasonable advance notice to Human Resources of the need for time off.

Employees who are the parent, guardian, or grandparent having custody of children in grades K-12, or of children attending a licensed daycare facility, are allowed up to 40 hours of leave without pay per calendar year to participate in activities of their child's school or day care facility unless employed at a worksite with less than 25 employees. This leave should not exceed eight hours in any calendar month. Requests for such leave must be made in advance of the planned absence and employees must provide documentation from the school or day care facility as proof of their participation in school or day care activities.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Bereavement Leave

Full-time employees are eligible immediately upon hire for three paid days for the death of an immediate family member. Members of the immediate family include spouses, registered domestic partners, parents, brothers, sisters, children, children of registered domestic partners, grandchildren, grandparents, parents-in-law and parents of registered domestic partners.

Full-time employees are eligible immediately upon hire for one paid day to attend the funeral of aunts, uncles, nieces and nephews.

Requests for bereavement leave should be made to Human Resources as soon as possible. Our District reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

Leave of Absence

Under special circumstances, full-time employees who have completed one year of employment may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of Human Resources.

Leaves may not exceed 30 days during which time no benefits will accrue. Leaves of absence are granted only after earned vacation is exhausted.

We will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

Medical, Dental, Vision Insurance Coverage

Eligible full-time employees may enroll in a single, a single plus one dependent, or a family contract immediately upon hire. Eligibility may be defined by state law and/or by the insurance contract.

Information and enrollment forms may be obtained from Human Resources.

Our District pays a percentage of the employee's healthcare premium toward the full cost of a single contract. This percentage may vary over time based on projected budgets and healthcare laws. If you elect dependent coverage, you are responsible for paying the difference through payroll deduction.

Participating employees are also covered under our medical insurance plan's prescription drug program.

A booklet containing the details of the plan and eligibility requirements may be obtained from Human Resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact Human Resources.

COBRA

You and/or your covered dependents will have the opportunity to continue medical benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical coverage for you and/or your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact Human Resources.

Federal Family and Medical Leave Act

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid job-protected leave for certain specific reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for the District in the preceding seven years (limited exception apply to the seven-year requirement);
2. have worked at least 1,250 hours for the District over the preceding 12 months; and
3. currently work at a location where there are at least 50 employees within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
5. to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or
6. to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave

entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

Definitions

A “Serious Health Condition” is 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 for a condition that either prevents the employee from performing the functions of the employee's 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 pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

Identifying the 12 Month Period

The 12-month period in which 12 weeks of leave may be taken is the calendar year. For leave to care for a covered servicemember, the District calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take FMLA 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, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the District's operations.

Use of Accrued Paid Leave

Depending on the purpose of your leave request, you may choose (or the District may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the District's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the District will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the District may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

Notice and Medical Certification

When seeking FMLA leave, you are required to provide:

1. sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the District normal call-in procedures, absent unusual circumstances.

2. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the District request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical

opinions and periodic re-certifications may also be required;

3. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The District will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Employer Responsibilities

To the extent required by law, the District will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the District will provide him or her with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the District will provide a reason for the ineligibility. The District will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the District determines that the leave is not FMLA-protected, the District will notify the employee.

Job Restoration

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

Failure to Return After FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the District's standard leave of absence and attendance policies. This may result in termination if you have no other District-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the District's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Other Employment

The District generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

Employer's Compliance with FMLA and Employee's Enforcement Rights

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the District encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of Human Resources, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Military-Related Federal FMLA Leave

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Definitions

A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The

period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.



“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be “eligible” for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12

months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.



Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “military member” (i.e. the employee's spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
2. **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.
3. **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
4. **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
5. **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to covered active duty.
6. **Temporary rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave



during the period of deployment. Eligible employees may take up to 15 days of leave for each instance of rest and recuperation.

7. **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.
8. **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
9. **Mutually agreed leave.** Other events that arise from the military member's duty under a call or order to active duty, provided that the District and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty orders or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by,

and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Limited Nature of This Policy

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The District reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.



State Disability Insurance

All employees are eligible for disability insurance benefits when an illness, injury or pregnancy-related disability prevents them from working and they meet all the eligibility requirements.

The benefits are calculated as a percentage of your salary up to a weekly maximum as specified by law, for up to 52 weeks.

Employees who apply for this benefit must provide written notice of disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

You are responsible for filing your claim and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter or in person.

The cost of this insurance is fully paid by the employee.

Family Leave Insurance

The State of California may provide partial wage benefits to eligible employees for up to a maximum of six weeks for the following reasons:

- To bond with a new child after birth or placement for adoption or foster care;
- To care for a serious health condition of an employee's child, parent, spouse, registered

domestic partner, grandparent, grandchild, sibling or parent-in-law.

The Paid Family Leave Act provides benefits based on past quarter earnings for up to six weeks in a 12-month period. The cost of the insurance is fully paid by the employee. The 12-month period begins on the first day an employee submits a claim.

To be eligible for benefits, employees may be required to provide medical and/or other information that supports a claim for time off to bond with a new child or to care for a child, parent, spouse or registered domestic partner with a serious health condition. In addition, there is a seven-calendar-day waiting period before benefits begin.

You are responsible for filing your claim for family leave insurance benefits and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter, the Internet or in person. All eligibility and benefit determinations are made by the Employment Development Department.

You may not be eligible for Paid Family Leave benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance or Workers' Compensation benefits.

The Paid Family Leave Act does not provide a right to leave, job protection or return to work rights. Further, this policy does not provide additional time off; rather, family leave insurance may provide compensation during an approved leave pursuant to the California Family Rights Act, the Federal Family and Medical Leave Act or any District provided leave.

Pregnancy Disability Leave

Female employees are eligible for an unpaid leave of absence up to four (4) months (i.e. the working days you would normally work in one-third of a year or 17 1/3 weeks, unless your hours vary from month to month in which case the District will use a monthly four month average of the hours worked prior to commencing leave) for disabilities relating to pregnancy, childbirth or related medical conditions per pregnancy.

Leave may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression. Leave may be taken consecutively or intermittently. The amount of leave needed is determined by your health care provider's recommendation.

At your option, you can use any accrued vacation time as part of your pregnancy disability leave before taking the remainder of your leave on an unpaid basis. We require, however, that you use any available sick leave during your pregnancy disability leave. The substitution of any paid leave will not extend the duration of your pregnancy disability leave.

Employees who are granted leaves for pregnancy will be returned to their same or similar position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. You should promptly notify the District of the need for a reasonable accommodation. In

addition, a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties may be available pursuant to your request, if such a transfer is medically advisable.

You must give the District at least 30 days' advance notice if your need for pregnancy-related disability leave, reasonable accommodation, or transfer is foreseeable. Otherwise please give the District notice as soon as is practicable if the need is an emergency or unforeseeable.

Prior to the start of the leave, the District will require a written medical certification indicating that you are disabled because of pregnancy or that it is medically advisable for you to be transferred to a less strenuous or hazardous position or duties or otherwise to be reasonably accommodated. The certification should include an anticipated date when you will be able to return to your job or job duties. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further certification from your health care provider that you are unable to perform your job or job duties and the revised anticipated date of return.

Depending on your eligibility, medical insurance may be continued during your leave in accordance with the applicable plan document, COBRA, or provisions of federal/state law relating to unpaid medical leave.

Employees who choose not to return from leave may be required to refund premium payments made by the District on their behalf, when permitted by state law.

Leave under this policy may run concurrently with leave afforded under the Family and Medical Leave Act (FMLA), but will not run concurrently with leave provided under the California Family Rights Act (CFRA).



Family and Medical Leave

The Leave Policy

Under the California Family Rights Act (CFRA) an eligible employee is entitled to up to 12 weeks of unpaid family/medical leave within any 12-month period. The total amount of leave taken is 12 workweeks in a 12-month period, unless you are qualified for additional time for a disability due to pregnancy, childbirth or related medical condition. In that event, you may be eligible for up to four months of leave under the pregnancy leave policy and eligible for an additional 12 weeks under this policy. The 12-month period begins with the first day leave is taken under the appropriate law. At the end of the leave, you will be restored to the same or an equivalent position upon your return from leave, provided you satisfy certain requirements described below. With the exception of a covered pregnancy disability leave, at the end of the leave, you will be restored to the same or an equivalent position upon your return from leave. Upon the return from a covered pregnancy disability leave, you will be restored to the same position, or subject to business requirements that may exist, an available similar position.

This leave does not run concurrently with leave provided under the California Pregnancy Disability Act. However, this leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Eligible Employees

To be eligible for a leave under CFRA you must:

1. Have worked for the District for at least 12 months, and for at least 1,250 hours in the last 12 months; and
2. Be employed at a worksite that has 50 or more employees within 75 miles.

Reasons For Leave

You may take family/medical leave for any of the following reasons:

1. Birth of a child of an employee or the employee's registered domestic partner, or to care for a newly born child; or
2. Placement of a child with the employee and/or the employee's registered domestic partner for adoption or foster care; or
3. To care for an immediate family member (spouse, registered domestic partner, child, registered domestic partner's child, or employee's parent) with a serious health condition; or
4. An employee's serious health condition that makes the employee unable to perform the functions of the employee's job.

Under CFRA if both parents are employed by the District, and leave is taken for the birth, placement or adoption of a child their combined leave is limited to 12 weeks. A leave for the birth, placement or adoption of a child must be completed within the 12-month period

beginning on the date of birth or placement of the child. Under the CFRA, leave for your own serious health condition does not include a disability caused by pregnancy, childbirth or related medical condition since this is covered by a separate state law. See California's Pregnancy Disability Leave policy which provides:

1. Pregnancy Disability Leave can be up to four months for continued disability due to pregnancy.
2. The employee requesting pregnancy leave is entitled to take the leave at any time after the commencement of employment without any waiting.
3. The employee returning from pregnancy leave is entitled to return to her same job position, unless that position no longer exists due to operational necessity.
4. If the employee's pregnancy disability period exceeds four months, the employee may take additional leave in the form of family leave, as described and limited herein.

No Work While On Leave

Taking of another job while on family or medical leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

Local Family and Medical Leave Laws

Where local family and medical leave laws offer more protection or benefits to employees, the protection or benefits provided by such laws will apply.

Notice To Employer Of Leave

If your need for family/medical leave is foreseeable, give the District at least 30 days' prior written notice. When the need is not foreseeable, notify the District within one or two business days of learning of your need for leave, except in extraordinary circumstances. If you do not provide this notice, your leave may be delayed. If your need is because of a planned medical treatment, attempt to schedule the treatment to avoid disrupting the District's operations.

Request forms for family/medical leave are available from Human Resources. You must use this form when requesting a leave.

Medical Certification For A Serious Health Condition

If you are requesting leave because of your own or a covered relation's serious health condition, the appropriate health care provider must supply medical certification. Obtain a medical certification form from Human Resources. If possible, you should provide the medical certification within 15 days after you request leave. If you provide at least 30 days' notice of your need for medical leave, you should provide the medical certification before your leave begins. If you do not provide the required medical certification in a timely manner, your leave may be delayed until it is provided.

The District, at its expense, may require an examination by a second health care provider designated by the District, if it reasonably doubts the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, the District, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The District may require subsequent medical



recertification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relation with a serious health condition, you may be required to contact the District on a prescheduled basis regarding the status of the medical condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change are extended or initially were unknown.

Leave Is Unpaid

Family/medical leave is unpaid leave. If you request leave because of the birth, adoption or foster care placement of a child, or to care for a covered relation with a serious health condition, any accrued paid vacation, personal or family leave, if applicable, will be substituted for unpaid family/medical leave. If you request leave because of your own serious health condition, any accrued paid vacation, personal or family leave or medical/sick leave, if applicable, will be substituted for any unpaid family/medical leave. The substitution of paid time for unpaid family/medical leave time does not extend the length of the leave provided by the law. Also, your family/medical leave may run concurrently with other types of leave.

Employees on a medical leave may also receive pay from short-term or long-term disability payments, or workers' compensation benefits, if applicable, according to the terms of those plans. The fact that an employee may receive compensation under these plans does not

extend the length of the family/medical leave provided by the law.

Medical and Other Benefits

During an approved family/medical leave, the District will maintain your health benefits under the same terms and conditions applicable to employees not on leave.

- If paid leave is substituted for unpaid family/medical leave, the District will deduct your portion of the health plan premium as a regular payroll deduction.
- If your leave is unpaid, you must pay your portion of the premium by making arrangements with Human Resources.
- Your health coverage may cease if your premium payment is more than 30 days late. If your payment is more than 30 days late, we will send you a letter to this effect. If we do not receive your co-payment within 15 days of this letter, your coverage will cease.

If you elect not to return to work at the end of the leave for at least 30 calendar days, you will be required to reimburse the District for the cost of the premiums paid by the District for maintaining coverage during your unpaid leave, unless you cannot return to work due to a serious health condition or because of other circumstances beyond your control.

Exemption For Highly-Compensated Employees

Certain highly-compensated employees may not be returned to their former or equivalent position following a leave if doing so would cause substantial economic injury to the District. Highly-compensated employees



are among the highest paid ten percent of employees at a worksite or within 75 miles of that work site. The District will notify you if you qualify as a highly-compensated employee, if the District intends to deny reinstatement and of your rights in such instances.

Intermittent and Reduced Schedule Leave

Leave due to a serious health condition may be taken intermittently (in separate blocks of time due to a single serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If your leave is unpaid, the District will adjust your salary based on the amount of time actually worked. Also, while you are on an intermittent or reduced schedule leave, the District may temporarily transfer you to an available alternate position that better accommodates your intermittent or reduced leave and that has equivalent pay and benefits.

At The End Of Your Leave

If your leave is because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are able to resume work prior to your return. Before you return, obtain a return-to-work medical certification form from Human Resources. An employee who fails to provide the return-to-work medical certification form will not be permitted to resume work until it is provided.

Rehabilitation Leave

Our District is committed to providing assistance to our employees. Any employee who wishes to voluntarily enter and participate in an alcohol and/or drug rehabilitation program may be granted a reasonable accommodation. This accommodation may include time off without pay and/or an adjusted work schedule provided the accommodation does not impose an undue hardship on the District. In general, it is your responsibility to notify Human Resources of the need for accommodation.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

The District shall take reasonable steps to safeguard the privacy of any employee as to the fact that he or she has enrolled in an alcohol or drug rehabilitation program.

This policy does not prevent the District from refusing to hire or disciplining, up to and including discharge, an employee who, because of the current use of alcohol or drugs, is unable to perform his or her duties or cannot perform the duties in a manner that would not endanger his or her health or safety or the health or safety of others.

Social Security

During your employment, you and the District both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

PERS/PEPRA

Regular full-time employees are eligible for the State of California Public Employee Retirement System (CalPERS) membership on their hire date. Seasonal employees are eligible for membership into (CalPERS) upon 1000 hours of work completion in the same fiscal year (July 1 - June 30).

Unemployment Insurance

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from Human Resources.

Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to Human Resources. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

Employee Assistance Program

Eligible full-time employees may participate in our employee assistance program immediately upon hire.

Our, Employee Assistance Program (EAP), and Work/Life Benefit help eligible employees and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

The administrative cost of this program is fully paid by the District.

Complete details of this program may be obtained from Human Resources.

On the Job

Attendance and Punctuality

Attendance and punctuality are important factors for your success within our District. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your supervisor as far in advance as is feasible under the circumstances, but before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

If you are absent for one day without notifying the District, it is assumed that you have voluntarily abandoned your position with the District, and you will be removed from the payroll. You will Not be eligible for Unemployment benefits.

Flexible Scheduling

Tahoe RCD is a small public District that is required to meet the needs of the public on a timely basis and as such needs to have adequate staffing to provide excellent service. The District recognizes that employees may need to break from the usual workday schedule for personal or family related reasons, or to accommodate childcare arrangements.

Core work hours at the District are from 9:00 a.m. to 4:00 p.m. Monday thru Friday with the exception of Holidays. In unique circumstances to meet a personal or family care need, an employee may request a

nonstandard daily schedule that does not include the core hours. The schedule may become the employee's regular work schedule, equal to the length of the former schedule. There may be circumstances where the nature of the work will not permit a flexible schedule. In such cases, managers will accommodate desired schedules when practical. All regular full-time and regular part-time and limited term contract employees are eligible to request a flexible schedule.

In some cases an employee may request a flexible workweek schedule. If the job description can be written to accommodate the needs of the District, the supervisor, in conjunction with the District Manager, may approve a flexible workweek. It will be the responsibility of the employee and the supervisor to ensure that such a schedule does not affect the performance of the work and is in accordance with state and federal wage and hour laws.

Meal, Rest, and Recovery Time

Except for certain exempt employees, all employees who work five or more hours in a day are required to take an uninterrupted 30-minute unpaid duty-free meal period to commence no later than the end of the fifth hour of work and a second uninterrupted 30-minute meal period free from all duty to commence no later than the end of the 10th hour, should an employee work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by the District, employees must record the beginning and ending time of their meal period in the timekeeping

system every day. It is also our policy to relieve such employees of all duty during their meal periods, with the employee being at liberty to use the meal period time as the employee wishes.

An employee shall not be required to work during a meal period, in accordance with state law. If the District fails to provide an employee with a required meal period, the employee will be paid one additional hour of pay at the employee's regular rate of compensation.

The District schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. Employees may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their daily meal periods during the pertinent pay period, or in the alternative, identify any meal periods they missed. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

No District manager or supervisor is authorized to instruct an employee how to spend his or her personal time during a meal period. You should immediately report a manager's or supervisor's instruction to skip or work during a meal period to your supervisor.

Waiver of Meal Period Employees may waive their meal periods only under the following circumstances. If an employee will complete their workday in six hours, the employee may waive their meal period. Additionally, depending upon your occupation, employees who work more than ten hours in a day may be able to waive their second meal period, but only if they take their first meal period and they do not work more than 12 hours that day. Please speak to your supervisor for clarification on



whether you are entitled to waive your second meal period. Anytime you elect to waive a meal period you must submit a written request and receive prior written authorization from your supervisor. Employees may not waive meal periods to shorten their workday or to accumulate meal periods for any other purpose.

On Duty Meal Period In limited situations, certain designated employees may be required to work an on-duty meal period due to the nature of the employee's duties. Only if the nature of your job duties requires it, and you and the District have agreed to an on-duty meal period in writing, will you be permitted to take an on-duty meal period. In this situation, your on-duty meal period will be paid and treated as hours worked.

Rest and Recovery Periods

Employees will receive one, 15-minute paid break for every four hours worked. Rest and recovery periods will occur as close to the middle of a four-hour work period as is practical. This time must be approved by your supervisor each day.

Rest and recovery periods are counted as hours worked, and thus, employees are not required to record their rest periods on their timesheets or time cards. However, no supervisor is authorized or allowed to instruct or allow an employee to waive a rest or recovery period, and they cannot be used to shorten the workday or be accumulated for any other purpose. Employees may be required to confirm that they have been provided an opportunity to take all of their rest or recovery periods during the pertinent pay period.

Lactation Breaks

The District will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid, in accordance with state law. The District will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Notify your supervisor to request time to express breast milk under this policy. The District reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations and in accordance with applicable law.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. If you have knowledge of such a conflict or a potential conflict you should contact human resources.

Work Assignments

Work assignments will be distributed by your supervisor. When possible, you will be advised of future assignments in advance, so you will have ample time to prepare for the assignment.

Once you have begun an assignment you will report directly to your supervisor for all matters relating to its completion.

On The Job Training

Your supervisor is responsible for initiating all on-the-job training for employees within your department. This may include safety training, participation in off-site training and continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible.

The District will pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training program.

If you have any questions regarding training, please see your supervisor.

Standards of Conduct

As a matter of policy, the District believes that employees whose conduct comes under one of the listed causes for action and/or who have deficient performance should be given an opportunity to correct their behavior and/or performance, unless, in the District's judgment, the problem is so serious that action up to and including termination is warranted.

An employee in the initial probationary period may be disciplined at any level and/or discharged for any reason at any time, with or without notice. **A terminated probationary employee cannot grieve or appeal his/her discharge.**

The District complies with applicable state and federal laws regarding exempt employees.

Disciplinary action may include a written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the District. The District does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the District's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in District activities or in District vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; inappropriate physical contact; harassment; discrimination or retaliation; disrespect toward fellow employees, visitors or other members of the public;

performing outside work or use of District property, equipment or facilities in connection with outside work while on District time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to modify our employment-at-will policy.

Access to Personnel Files

Upon request, current and former employees may inspect their own personnel files at a mutually agreeable time, on District premises in the presence of a District official. You will be permitted to see any records regarding your qualification for employment, promotion, wage increases, earnings and deductions, or discipline. The District will make the records available within 30 days after receipt of a written or oral request for review. Exceptions include records regarding criminal investigation and any letters of reference maintained by the District. You will be allowed to have a copy of any document that relates to your performance or any grievance that concerns you. The District complies with state law record retention requirements for current and former employees.

For more information, contact Human Resources.

Resident and Public Relations

Our District's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that residents and visitors have toward our District may be determined for a long period of time by the actions of one employee.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

Non-Solicitation

The District believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful of others job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights.

Distribution

Distribution of any type (materials, goods, etc.) is prohibited in work areas at any time, whether or not the employees are on working time. Non-employees are prohibited from distributing materials to employees on District premises at any time. Inappropriate literature is prohibited, e.g. literature that violates the District's non-harassment and discrimination policies; items of a defamatory nature, items that include threats of violence, unprotected literature of a political nature that is highly inflammatory and likely to disrupt facility discipline and order or safety. Nothing in this policy is intended to restrict an employee's statutory rights.

Changes in Personal Data

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to Human Resources promptly.

Care of Equipment

You are expected to demonstrate proper care when using the District's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

Personal Property

The District is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

Travel/Expense Accounts

It is the policy of the Tahoe RCD to make appropriate use of District funds by paying only reasonable and necessary costs associated with approved employee travel, training, and meetings that are work-related.

This policy applies to all employees of the District including part-time, seasonal and temporary employees and District Board Members. The District Manager is authorized to grant exceptions to specific provisions on a case-by-case basis within the intent of the overall policy.

Severe Weather

Severe weather is to be expected during certain months of the year. Although driving may at times be difficult, when caution is exercised the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open is unpaid.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing, you will be notified by your supervisor.

Natural Disasters

Natural disasters, including earthquakes, hurricanes, mudslides, floods and fires are to be expected from time to time. Although driving may be difficult in some areas due to damaged freeways and streets, when caution is exercised the roads are normally passable or alternate routes are available. Except in severe cases, we are all expected to work our regular hours. Time taken off due to natural disasters while the business remains open is unpaid.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing, you will be notified by your supervisor.

Acceptable Use of Electronic Communications and Social Media

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using Agency communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic Communications" include, among other things, messages, images, data or any other information used in e-mail, instant messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad, tablet, smart phone or similar devices), text messages, pagers, telephones, cellular and mobile phones including those with cameras,

Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "Systems."

Employees may use our Systems to communicate internally with co-workers or externally with residents, suppliers, vendors, advisors, and other business acquaintances for business purposes.

All Electronic Communications contained in Agency Systems are Agency records and/or property. Although an employee may have an individual password to access our Systems, the Systems and Electronic Communications belong to the Agency. The Systems and Electronic Communications are accessible to the Agency at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Our Systems and Electronic Communications are not confidential or private. The Agency's right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Although incidental and occasional personal use of our Systems that does not interfere or conflict with productivity or the Agency's business or violate policy is permitted, personal communications in our Systems are treated the same as all other Electronic Communications and will be used, accessed, recorded, monitored, and disclosed by the Agency at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice,

employees should not use our Systems for communication or information that employees would not want revealed to third parties.

Employees may not use our Systems in a manner that violates our policies including but not limited to Equal Employment Opportunity, No Harassment, Protecting Agency Information, Non-Solicitation, and Distribution. Employees may not use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, harmful to morale. or any other message or image that may be in violation of Agency policies or federal, state or local laws.

An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author. Employees may not attempt to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the Agency or any other person or entity.

Employees must always respect intellectual property rights such as copyrights and trademarks. Employees must not copy, use, or transfer trade secrets or proprietary materials of the Agency or others without appropriate authorization. Employees must maintain the confidentiality of Agency trade secrets and proprietary or confidential information. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

All Systems passwords and encryption keys must be available and known to the Agency. Employees may not install password or encryption programs without the written permission of their supervisor. Employees may



not use the passwords and encryption keys belonging to others.

Numerous state and federal laws apply to Electronic Communications and Social Media. The Agency will comply with all applicable laws including restrictions concerning employer requests for an employees' username and/or password. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

This policy does not limit an employee's rights under Section 7 of the National Labor Relations Act. Nothing in this policy is meant to restrict an employee's right to discuss the terms and conditions of his/her employment during non-working hours using non-Agency systems.

Violations of this policy may result in disciplinary action up to and including discharge as well as possible civil liabilities or criminal prosecution. Where appropriate, the Agency may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations.

Employees are encouraged to report violations of this policy. The Agency prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including immediate discharge.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job

performance, the performance of fellow employees or otherwise adversely affects residents, vendors, suppliers, people who work on behalf of the Agency or its legitimate business interests may result in disciplinary action up to and including immediate discharge.

The following is a general and non-exhaustive list of guidelines you should keep in mind:

1. Always be fair and courteous to fellow employees, residents, vendors, suppliers or people who work on behalf of the Agency. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Talk To Us policy than by posting complaints to a social media outlet. Inappropriate postings that may include discriminatory remarks, harassment, retaliation, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including immediate discharge.
2. Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate, nothing that is posted ever truly “expires.”
3. Express only your personal opinions. Never represent yourself as a spokesperson for the Agency. If you do publish a blog or post online related to the work you do or subjects associated with the Agency, make it clear that you are not speaking on behalf of the Agency. It

is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of Tahoe Resource Conservation District”.

4. You must refrain from using social media while on working time or while using equipment we provide, unless it is work-related as authorized by human resources, or other member of management; or consistent with the Acceptable Use of Electronic Communications Policy.
5. Do not use any Agency email addresses to register on social networks, blogs or other online tools utilized for personal use.

If you have questions about the acceptable use of the Agency's Systems ask your supervisor or human resources for advance clarification.

Social Media

The District has in place policies that govern use of its own electronic communication systems, equipment, and resources which employees must follow. We encourage you to use good judgment when communicating via social media.

“Social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the District, as well as any other form of electronic communication.

The same principles and guidelines found in the District's Employee Handbook policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects residents, vendors, suppliers, people who work on behalf of the District or its legitimate business interests may result in disciplinary action up to and including immediate discharge.

The following is a general and non-exhaustive list of guidelines you should keep in mind:

1. Always be fair and courteous to fellow employees, residents, vendors, suppliers or people who work on behalf of the District. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Talk To Us policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages residents, employees, vendors, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or any other status protected by federal, state or local law or company policy. Inappropriate postings that may include discriminatory remarks, harassment, retaliation,

and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including immediate discharge.

2. Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate. Nothing that is posted ever truly “expires.” Never post any information or rumors that you know to be false about the District, fellow employees, residents, vendors, suppliers, people working on behalf of the District or competitors.
3. Maintain the confidentiality of District trade secrets and proprietary or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
4. Do not create a link from your blog, website or other social networking site to the District's website without identifying yourself as a District employee.
5. Express only *your* personal opinions. Never represent yourself as a spokesperson for the District. If the District is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the

District, fellow employees, residents, vendors, suppliers or people working on behalf of the District. If you do publish a blog or post online related to the work you do or subjects associated with the District, make it clear that you are not speaking on behalf of the District. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of Tahoe Resource Conservation District”.

6. You must refrain from using social media while on working time or while using equipment we provide, unless it is work-related as authorized by human resources, or other member of management; or consistent with the Acceptable Use of Electronic Communications Policy.
7. Do not use any District email addresses to register on social networks, blogs or other online tools utilized for personal use.

Employees are encouraged to report violations of this policy. The District prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including immediate discharge.

You should not speak to the media on the District's behalf without contacting human resources. All media inquiries should be directed to them.

Where applicable, the District complies with state laws concerning access to an employee's personal social



networking account, including restrictions concerning employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

If you have questions or need further guidance, please contact human resources.

Dress Policy

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Whether or not your job responsibilities place you in direct contact with the public, you represent the District with your appearance as well as your actions. The properly-attired individual helps to create a favorable image for the District, to the public and fellow employees.

The District maintains a business casual environment. All office employees should use discretion in wearing attire that is appropriate.

Recycling and Waste Prevention

The District is committed to the environment and its future. Therefore, recycling containers are located throughout the building for the collection of recyclable materials. Waste of time, materials and utilities is costly to the District. If you have any waste prevention ideas, please advise your supervisor in writing.

Protecting District Information

Protecting our District's information is the responsibility of every employee. Do not discuss the District's confidential business or proprietary business matters, or share confidential, personal employee information with anyone who does not work for us such as friends, family members, members of the media, or other business entities.

Confidential information does not include information pertaining to the terms and conditions of an employee's employment. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former employee's position/compensation with our District must be forwarded to Human Resources.

All media inquiries regarding the District and its operations must be referred to the District Manager. Only the District Manager is authorized to make or approve public statements on behalf of the District. No employees, unless specifically designated by the District

Manager, are authorized to make statements on behalf of or as a representative of the District.

The District's address shall not be used for the receipt of personal mail.

Conflict of Interest/Code of Ethics

A District's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the District, or any of its residents, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

The District adheres to the highest legal and ethical standards applicable in our business. The District's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the District shall conduct their personal affairs such that their duties and responsibilities to the District are not jeopardized and/or legal questions do not arise with respect to their association or work with the District.

Bulletin Board

The District maintains a bulletin board(s) in our facility, located at the Tahoe RCD office: 870 Emerald Bay Road, #108, South Lake Tahoe, CA, as an important source of information. These bulletin boards are to be used solely for District announcements and government postings.

If You Must Leave Us

Should you decide to leave your employment with us, we ask that you provide your supervisor with at least two weeks' advance notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the District.

Employees, who are rehired following a break in service in excess of six months, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

Our District does not provide a "letter of reference" to former employees. Generally, we will confirm upon request our employees' dates of employment, salary history, and job title.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All District property, including this Employee Handbook, must be returned at the end of employment. Otherwise, the District may take action to recoup any replacement costs and/or seek the

return of District property through appropriate legal recourse.

You should notify the District if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

Safety in the Workplace

Refer to the Injury Illness Prevention Program

Each Employee's Responsibility

Safety can only be achieved through teamwork at our District. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated and the possession of alcoholic beverages or illegal substances is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your supervisor.

6. Know the locations, contents and use of first aid and fire fighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

Workplace Violence

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to District property in the event someone, for whatever reason, may be unhappy with a District decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the District's investigation, may result in disciplinary action, up to and including discharge.

Workplace Searches

To protect the property and to ensure the safety of all employees, residents and the District, the District reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the District's property. In addition, the District reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the District, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the District.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the District's security procedures or any other District rules and regulations.

Smoking in the Workplace

Our District is committed to providing a safe and healthy environment for employees and visitors. Smoking, including the use of e-cigarettes or other combustible materials or device(s) is not permitted.

Violations of this policy may result in disciplinary action, up to and including discharge.

No Weapons in the Workplace

Possession, use or sale of weapons, firearms or explosives on work premises, while operating District machinery, equipment or vehicles for work-related purposes or while engaged in District business off premises is forbidden except where expressly authorized by the District and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to the safety manager immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

Substance Abuse

The District has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the guests we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the company the following substance abuse policy.

The District has implemented a drug testing program in compliance with local, state and federal laws. Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on District paid time, on District premises, in District vehicles, or while engaged in District activities. This does not include the authorized use of alcohol at District-sponsored functions or activities.

Your employment or continued employment with the District is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the District maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The District will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the District's policies and applicable federal, state or local laws.

Anyone filing a Workers Comp claim must submit to a drug test within a 24 hour period.

The District further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of District issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the District has reasonable suspicion to believe that the employee has violated this substance abuse policy.

Although the state has legalized marijuana for medicinal purposes, the District is not required to allow the medicinal use of marijuana in the workplace. Use is strictly prohibited on District property and work locations and may result in discipline, up to and including immediate discharge.

This policy represents management guidelines. For more information, please speak to your supervisor.

Receipt of Employee Handbook and Employment-At-Will Statement

This is to acknowledge that I have received a copy of the Tahoe Resource Conservation District Employee Handbook and I understand that it contains information about the employment policies and practices of the District. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the District retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the District. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the District reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the District Manager of the District. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

THIS DISTRICT IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE DISTRICT OR I

MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE DISTRICT IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE DISTRICT MANAGER OF THE DISTRICT.

I understand that this Employee Handbook refers to current benefit plans maintained by the District and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Employee Handbook.

Initials _____ Date _____

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my supervisor or a member of management.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

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NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

Receipt of Changes or Additions to Employee Handbook

I received a revised copy of the updated policies for my Employee Handbook. I understand that I am responsible for reading the updated and/or new policies, replacing them in my Employee Handbook with this revised version, and complying with the revised policies. The policies which have been updated and/or added to the Employee Handbook include:

- Access to Personnel Files
- Family and Medical Leave
- Family Leave Insurance
- Jury Duty
- Lactation Breaks
- Meal, Rest, and Recovery Time
- Military Leave
- Paycheck Deductions
- Pregnancy Accommodation
- Rest and Recovery Periods
- School Visitation Leave
- Sick Days
- Social Media
- Vacation

These Employee Handbook policies supersede and replace the former Employee Handbook policies contained in the Employee Handbook.

I understand that neither the updated or new policies in this Employee Handbook nor any other written or verbal communication by a management representative is intended to in any way create a contract of employment for any specified period of time, and that these policies are for informational purposes only. I also understand that the updated and/or new policies do not affect my employment-at-

will status, which permits the District or me to terminate the employment relationship at any time, for any reason with or without notice.

I have read and understand the Vacation Policy in this Employee Handbook.

Initials _____ Date _____

If I have questions regarding these policies, or the content or interpretation of any policy in the Employee Handbook, I will bring them to the attention of my supervisor or a member of management.

NAME _____

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